

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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first.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waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.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 3 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 **May 3, 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 **187 923 6985** 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, May 3, 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, May 3, 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, MAY 3, 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**

LAND ACKNOWLEDGEMENT

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021
via Resolution 2021-0019

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. Purchase from Western States CAT (Spokane) for a CAT Backhoe using Sourcewell Contract #032119-CAT—\$136,632.36
David Paine | Approve | OPR 2021-0267 |
| 2. Two-year Value Blanket with Fastenal, Inc. (Bothell, WA) for Inventory Management Services to include vending machines and products in said machines—estimated annual expenditure \$250,000 (incl. taxes). (Council Sponsor: Council Member Wilkerson)
Thea Prince | Approve | OPR 2021-0286
NIPA 2018-000208 |
| 3. Two-year Contract Renewal with Overhead Door Corp. / NationServe (Spokane Valley, WA) for overhead garage door / electric gate maintenance from June 1, 2021, through May 31, 2023—estimated annual expenditure \$150,000. (Council Sponsor: Council Member Wilkerson)
Thea Prince | Approve | OPR 2018-0360
SMR 64-18 |

- | | | | |
|----|--|----------------|--|
| 4. | Interlocal Cooperation Agreement between the City of Newport and the City of Spokane for Hearing Examiner Services—\$3,000 (revenue). (Council Sponsor: Council Member Wilkerson)
Brian McGinn | Approve | OPR 2021-0287 |
| 5. | Amendment to Memorandum of Understanding between Spokane County and City Police Department in conjunction with the Washington Association of Sheriffs and Police Chiefs for Behavioral Health Unit grant funding—\$72,230. (Council Sponsor: Council Member Kinnear)
Justin Lundgren | Approve | OPR 2020-0043 |
| 6. | Contract Amendment / Extension with Neutron Holdings, Inc. d/b/a Lime (San Francisco, CA) for Shared Mobility (Bikeshare). (Council Sponsor: Council President Beggs)
Tirrell Black | Approve | OPR 2019-0316 |
| 7. | Contract Amendment with Wilson & Company (Newport, WA) for additional cost to complete BNSF inspection work associated with COS – Regal/Cleveland/Grace Water & Sewer replacement project—increase of \$10,600. Total Contract Amount: \$149,260. (Council Sponsor: Council President Beggs)
Kevin Picanco | Approve | OPR 2020-0449
ENG 2017141 |
| 8. | Contract Amendment with K & L Gates, LLP (Seattle, WA) to act as Outside Special Counsel providing legal advice and counsel to the City regarding energy productions and sales, renewable energy initiatives and options—increase of \$55,000. Total Contract Amount: \$165,000 (Council Sponsor: Council President Beggs)
Mike Ormsby | Approve | OPR 2019-0777 |
| 9. | Low Bid Awards of: | Approve
All | |
| a. | National Native American Construction, Inc. (Coeur d’Alene, ID) for Highway 902 Transmission Main Replacement—\$567,765. An Administrative Reserve of \$56,776.50, which is 10% of the contract price, will be set aside. (West Hills Neighborhood) (Council Sponsor: Council President Beggs) | | OPR 2021-0288
ENG 2020101 |
| b. | William Winkler Company (Newman Lake, WA) for Cycle 8 (2019) School Safety—\$1,476,895.60. An Administrative Reserve of \$147,689.56, which is 10% of the contract price, will be set aside. (Various Neighborhoods) (Council Sponsor: Council President Beggs)
Dan Buller | | OPR 2021-0289
ENG 2019064
ENG 2019065
ENG 2019066 |

- | | | |
|---|------------------------------------|---------------|
| 10. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2021, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payments | CPR 2021-0002 |
| 11. 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)

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 C36042 **General Fund**
FROM: Contingency Reserve, \$898,000;
TO: Operating Transfers-Out – Park Reserve, same amount;

and

Park Cumulative Reserve Fund
FROM: Operating Transfers-In – General Fund, \$898,000;
TO: Operating Transfers-Out – Parks and Rec, same amount.

(This action advances funds, a portion of which are anticipated to be reimbursed through FEMA, from the General Fund to the Park Cumulative Reserve Fund due to damage incurred during the January 2021 windstorms.) (Council Sponsor: Council Member Wilkerson)

Paul Ingiosi

ORD C36043 **Information Technology Fund**
FROM: Project Employee, \$15,597;
TO: Various Accounts, same amount.

(This action creates a part-time Mail Courier (0.5 FTE) to support the ongoing mail delivery services.) (Council Sponsor: Council Member Wilkerson)

Michael Sloon

ORD C36044 **Property Acquisition Fund**
FROM: Loan Proceeds, \$2,500,000 and
 Unappropriated Reserves, \$100,573;
TO: Capital Expenditures, \$2,600,573.

(This action allows for the Property Acquisition Fund to interfund loan the Parks Department to upgrade four City Golf course irrigation systems and other on-course and off-course improvements.) (Council Sponsor: Council Member Wilkerson)

Michelle Hughes

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2021-0034** Granting a request to install a security camera within City Hall in Compliance with Spokane Municipal Code 18.04.040 and 18.04.060. (Council Sponsors: Council President Beggs and Council Member Kinnear)
Michael Sloon
- RES 2021-0035** Of the City of Spokane, Washington, providing for the issuance and sale of a Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$2,500,000; establishing an interfund loan facility from the Spokane Investment Pool to finance capital needs for improvements to Downriver Golf Course; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto. (Council Sponsor: Council Member Wilkerson)
Michelle Hughes
- RES 2021-0036** Relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Numbers 35354.9042, 35354.9043, and 35354.9044. (Glenrose Prairie) (Council Sponsor: Council Member Cathcart)
Eldon Brown
- RES 2021-0037** Relating to modification of the City of Spokane's Retail Water Service Area to include Spokane County Parcel Numbers 26212.9098; 24051.9079; 24051.9077; 24051.9080; 24051.9081; 24051.0409; 24051.0116; 24051.0103; 24051.0104; 35263.9141 and authorizing the amendment of the City's Retail Water Service Area map on file with Washington State Department of Health. (Various property owners) (Council Sponsor: Council Member Cathcart)
Eldon Brown
- RES 2021-0038** Relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26231.9207. (Five Mile Prairie) (Council Sponsor: Council Member Cathcart)
Eldon Brown
- RES 2021-0039** Relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26142.9021. (Five Mile Prairie) (Council Sponsor: Council Member Cathcart)
Eldon Brown
- RES 2021-0040** Relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26133.0272. (Five Mile Prairie) (Council Sponsor: Council Member Cathcart)
Eldon Brown

FIRST READING ORDINANCES

- ORD C36045 Relating to reserve accounts, closing certain internal financial funds and repealing SMC sections 7.08.109 and 7.08 115. (Council Sponsor: Council Member Wilkerson)

Michelle Hughes

FURTHER ACTION DEFERRED

SPECIAL CONSIDERATIONS

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

RECOMMENDATION

- | | | | |
|-----|---|---------|------------------------------|
| S1. | Request to add additional funds to the Value Blanket with Gunarama Wholesale, Inc. (Spokane) for the procurement of department issued handguns—\$64,000/year. Value Blanket is currently in year 4 of 5-year contract. (Deferred from April 19, 2021, Agenda) (Council Sponsor: Council Member Kinnear) | Approve | OPR 2021-0254
RFQ #740-17 |
|-----|---|---------|------------------------------|
- Major Mike McNab**
-

NO HEARINGS

Motion to Approve Advance Agenda for May 3, 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, May 3, 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 May 3, 2021, Regular Legislative Session of the City Council is adjourned to May 10, 2021.

NOTES

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

05/03/2021

Date Rec'd

4/22/2021

Clerk's File #

OPR 2021-0267

Renews #**Cross Ref #****Project #****Bid #****Requisition #**

RE19764

Submitting Dept

FLEET SERVICES

Contact Name/Phone

DAVID PAINE 625-6878

Contact E-Mail

DPAINE@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Agenda Item Name

5100-PURCHASE OF CAT BACKHOE

Agenda Wording

The Water Department would like to purchase a CAT Backhoe from Western States CAT, Spokane, WA, using Sourcewell Contract #032119-CAT. Total purchase price is \$136,632.36, including tax.

Summary (Background)

The CAT Backhoe will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of CAT Backhoe for the Water Department. Funding for these is included in the Water Department replacement budget. TCO Acquisition Cost: \$136,632.36 Fuel: \$11,000 Maintenance: \$50,000 Resale: -\$10,000 SUM: \$187,632

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 136,632.36

410042490943405640199999

Select \$

#

Select \$

#

Select \$

#

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

PAINE, DAVID

Study Session\Other

4/19 Finance Committee

Division Director

WALLACE, TONYA

Council Sponsor

Karen Stratton

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

mmartinez

For the Mayor

COTE, BRANDY

Additional Approvals**Purchasing**

PRINCE, THEA

Briefing Paper

Urban Experience Committee

Division & Department:	Finance, Fleet Services
Subject:	Purchase of CAT Backhoe
Date:	April 12, 2021
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Karen Stratton
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: The Water Department would like to purchase a CAT Backhoe from Western States CAT, Spokane, WA, using Sourcewell Contract #032119-CAT. Total purchase price is \$136,632.36, including tax.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The CAT Backhoe will replace a unit that has reached the end of its economic life. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the purchase of CAT Backhoe for the Water Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for these is included in the Water Department replacement budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



Spokane
4625 E Trent Ave Spokane, WA 99212
509.535.1744

SOLD TO:
City Of Spokane - Fleet Services
Attn: Fleet Service & Equip/Utility
915 N Nelson St
Spokane, WA 99202-3769

SHIP TO:
Office
Attn: Fleet Service & Equip/Utility
915 N Nelson St
Spokane, WA 99202-3769

SALES AGREEMENT

AGREEMENT: Q000229270-4
AGREEMENT DATE: 3/29/2021
AGREEMENT EXPIRES: 4/28/2021
WAREHOUSE: Spokane Machine Sales
CUSTOMER NO.: 8202482
CUSTOMER PO:
SALESMAN: Eric J Druffel

Eric.Druffel@wseco.com

ITEM DESCRIPTION	PRICE
Caterpillar 430-07 S/N: TBD - Caterpillar List Price	\$179,237.00
● Delivery Freight	
● New Warranty - 12 mo 8,760 hrs - PREMIER	
List Price Discount - 22% Sourcewell Discount -	(\$39,432.14)
List Price Discount - 8% Additional Dealer Discount -	(\$14,338.96)

Notes	Before Tax Balance	\$125,465.90
	Sales Tax	\$11,166.46
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$136,632.36

Western States Equipment	City Of Spokane - Fleet Services
Order Received by _____	Approved and Accepted by _____
Title <u>Regional Sales Manager</u> Date _____	Title _____ Date _____
	Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



SALES AGREEMENT

NO.: Q000229270-4

EQUIPMENT DETAILS

5433343 430 07A BACKHOE LOADER CFG2 - \$102,980.00
5434286 STICK, EXTENDABLE, 15FT - \$5,090.00
5435181 ENGINE, 86KW, C3.6 DITA, T4F - \$9,690.00
5440883 CAB, DELUXE - \$8,520.00
4916736 WORKLIGHTS (8) LED LAMPS - \$890.00
2061748 SEAT BELT, 3" SUSPENSION - \$146.00
5606797 PRODUCT LINK, CELLULAR, PLE643 - \$0.00
3379696 COUNTERWEIGHT, 1015 LBS - \$1,790.00
2193387 BUCKET-HD, 24", 6.2 FT3 - \$1,708.00
5590872 INSTRUCTIONS, ANSI - \$0.00
5516453 RIDE CONTROL - \$1,510.00
5481233 LINES, COMBINED AUX, E-STICK - \$3,550.00
5402298 RADIO, FM BLUETOOTH - \$560.00
5675090 AUTO-UP STABILIZERS - \$0.00
3531389 GUARD, STABILIZER - \$850.00
2168840 BUCKET-MP, 1.4 YD3, IT - \$7,632.00
0P0210 PACK, DOMESTIC TRUCK - \$0.00
4621033 RUST PREVENTATIVE APPLICATOR - \$110.00

0P9003 LANE 3 ORDER - \$0.00
5440930 PT, 4WD/2WS AUTOSHIFT - \$13,530.00
5544188 HYD, MP, 6FCN/8BNK, ST, QC - \$6,210.00
5455047 DISPLAY, STANDARD - \$0.00
5734525 SEAT, DELUXE FABRIC, HEATED - \$1,455.00
5427810 AIR CONDITIONER, T4F - \$2,435.00
3792161 TIRES, 12.5 80/19.5L-24, GY - \$1,650.00
9R6007 STABILIZER PADS, FLIP-OVER - \$341.00
4855303 COUPLER, PG, HYD.D.LOCK,BHL - \$4,083.00
4218926 SERIALIZED TECHNICAL MEDIA KIT - \$0.00
4563390 COUPLING,QD,THREADED WITH CAPS - \$376.00
2114292 BEACON, MAGNETIC MOUNT - \$234.00
5516940 COLD WEATHER PACKAGE, 120V - \$790.00
2703204 PLATE GROUP - BOOM WEAR - \$211.00
5552397 LINES,HYD CPLR 15FT EXT PILOT - \$2,361.00
9R5320 CUTTING EDGE, TWO PIECE,WIDE - \$329.00
4616839 SHIPPING/STORAGE PROTECTION - \$206.00
-

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by **(1)** the execution of this SA by a representative of Customer or **(2)** Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or **(3)** the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or indential counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____

WESTERN STATES EQUIPMENT COMPANY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: Regional Sales Manager

Date: _____

Date: _____



STANDARD WARRANTY AND APPLICATION FOR
EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
New Warranty - 12 mo 8,760 hrs & PREMIER				
OWNER's NAME City Of Spokane - Fleet Services			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE Attn: Fleet Service & Equip/Utility 915 N Nelson St Spokane, WA 99202-3769				
EXTENDED WARRANTY COVERAGE				
MODEL	PRODUCT DESCRIPTION	HOURL METER	SERIAL NUMBER	DELIVERY DATE

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements _____ (initial)

OWNER/LESSEE SIGNATURE : _____ DATE: _____

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : _____ DATE: _____

TRANSFER: The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR STANDARD WARRANTY

General Provisions: Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA 61629-3345.

Warranty Period: The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities: If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of delivery date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

EXTENDED REPAIR COVERAGE

A. General Provisions: During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

Warranty Periods: Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

Owners Responsibilities: The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

Power Train Extended Coverage: The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

Power Train Plus Hydraulics Extended Coverage: The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

Full Machine Extended Coverage: All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

B. ITEMS NOT COVERED: Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

C. TERMINATION OF EXTENDED COVERAGE: Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY: In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product of the breach of performance of Western States Equipment obligations under Extended Coverage.

E. OBTAINING EXTENDED COVERAGE SERVICE: To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

F. TRANSFER OF UNUSED COVERAGE UPON RESALE: Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

G. CANCELLATION OF COVERAGE: The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.

I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.

J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDER OWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228

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

05/03/2021

<u>Date Rec'd</u>	4/21/2021
<u>Clerk's File #</u>	OPR 2021-0286
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	NIPA #2018-000208
<u>Requisition #</u>	VB

<u>Submitting Dept</u>	GRANTS, CONTRACTS & PURCHASING
<u>Contact Name/Phone</u>	THEA PRINCE 625-6403
<u>Contact E-Mail</u>	TPRINCE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5500 - MULTI DEPT VB FOR INVENTORY MANAGEMENT SYSTEM

Agenda Wording

Approve a two (2) year Value Blanket Order with Fastenal, Inc. (Bothell, WA) for Inventory Management Services to include vending machines and products in said machines - estimated annual expenditure - \$250,000.00 including taxes.

Summary (Background)

In 2016 The City of Spokane issued an RFP for Inventory Management Services which included vending machines and products put into those machines which Fastenal was awarded. Several other departments have since piggybacked onto that and have also contracted with Fastenal for Inventory Management Services. The term of these VBs are expiring and we would like to continue our relationship with Fastenal by accessing the already competed National IPA Contract #2018-000208 through Omnia Partner.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 500,000.00

Select \$

Select \$

Select \$

Budget Account

various

#

#

#

Approvals

Dept Head STOPHER, SALLY

Division Director WALLACE, TONYA

Finance BUSTOS, KIM

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other F&A 4/19/21

Council Sponsor CM Wilkerson

Distribution List

tprince@spokanecity.org

Additional Approvals

Purchasing PRINCE, THEA

Briefing Paper

FINANCE and ADMINISTRATION

Division & Department:	Finance
Subject:	Value Blanket Orders with Fastenal for Inventory Management System
Date:	4/7/2021
Contact (email & phone):	Thea Prince – tprince@spokanecity.org – (509) 625-6403
City Council Sponsor:	CM Wilkerson
Executive Sponsor:	
Committee(s) Impacted:	
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval Value Blanket Orders for multiple departments for inventory management system
<p><u>Background/History:</u> In 2016 The City of Spokane issued an RFP for Inventory Management Services which included vending machines and products put into those machines which Fastenal was awarded. Several other departments have since piggybacked onto that and have also contracted with Fastenal for Inventory Management Services. The term of these VBs have expired and we would like to continue our relationship with Fastenal by accessing the already competed National IPA Contract #2018-000208 through Omnia Partner which Fastenal has been awarded. The estimated annual expenditure for the three (3) departments is \$250,000.00 including taxes.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • <u>Impact</u> Approve Value Blanket Documents accessing the National IPA Contract. • <u>Action</u> Purchasing is seeking Council approval to create the VB documents to align with the National IPA contract which expires 6/30/2023. • <u>Funding</u> Funding for this purchase is provided in various department budgets. 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Department</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

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

05/03/2021

Date Rec'd

4/21/2021

Clerk's File #**Renews #**

OPR 2018-0360

Submitting DeptGRANTS, CONTRACTS &
PURCHASING**Cross Ref #****Contact Name/Phone**

THEA PRINCE 625-6403

Project #**Contact E-Mail**

TPRINCE@SPOKANECITY.ORG

Bid #

SMR 64-18

Agenda Item Type

Contract Item

Requisition #

MASTER

Agenda Item Name

5500 - RENEWAL OF CITY-WIDE CONTRACT WITH OVERHEAD DOOR

Agenda Wording

Approve two-year contract renewal with Overhead Door/NationServe for overhead garage door/electric gate maintenance--June 01, 2021 through May 31, 2023. Estimated annual expenditure \$150,000.00

Summary (Background)

In 2018 a bid was issued for overhead door/electric gate maintenance for the City of Spokane. There were three (3) responses with Overhead Door/NationServe being the lowest responsive responsible bidder. The bid called for an original three (3) year contract with one two-year contract renewal. We would like to exercise that renewal at this time with no price increases.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 300,000.00 (for both years)

various

Select \$

#

Select \$

#

Select \$

#

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

STOPHER, SALLY

Study Session\Other

F&A 4/19/21

Division Director

WALLACE, TONYA

Council Sponsor

CM Wilkerson

Finance

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

tprince

For the Mayor

ORMSBY, MICHAEL

Tom_Hagerty@nationserve.com

Additional Approvals**Purchasing**

PRINCE, THEA

Briefing Paper

FINANCE and ADMINISTRATION

Division & Department:	Finance
Subject:	Contract renewal with Overhead Door/NationServe for Annual Garage Door/Electric Gate Maintenance (City Wide)
Date:	4/6/2021
Contact (email & phone):	Thea Prince – tprince@spokanecity.org – (509) 625-6403
City Council Sponsor:	Betsy Wilkerson
Executive Sponsor:	
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of a two (2) year renewal of the contract with Overhead Door/NationServe for Annual Garage Door/Electric Gate Maintenance

Background/History: A Bid was issued for this service to consolidate to one vendor. Three (3) responses were received and Overhead Door/NationServe was the lowest responsive vendor. The resulting contract was a City Wide Contract for a three (3) year period. The bid called for a two-year optional renewal, which we would like to exercise at this time. Estimated annual expenditure is \$150,000.00.

Executive Summary:

- Impact
Renew the current contract for City Wide garage door/electric gate maintenance for a two (2) year period.
- Action
Purchasing is seeking Council approval renew the current contract for two (2) years.
- Funding
Funding for this purchase is provided in various department budgets.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

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

If new, specify funding source: Department

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

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

Specify changes required:

Known challenges/barriers:



City of Spokane
CONTRACT RENEWAL
Title: ANNUAL GARAGE
DOOR MAINTENANCE

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **OVERHEAD DOOR CORP./NATIONSERVE OF SPOKANE VALLEY**, whose address is 3808 North Sullivan Road, Building 32, Suite C, Spokane Valley, Washington 99216 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Annual Garage Door Repair and Maintenance for the City; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated June 26, 2018 and June 29, 2019, any previous amendments, renewals and / or extensions / 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 Renewal shall become effective on June 1, 2021 and shall run through May 31, 2023.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)** per year, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this 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 Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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 Renewal by having legally-binding representatives affix their signatures below.

**OVERHEAD DOOR CORP./NATIONSERVE
OF SPOKANE VALLEY**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

21-060

ATTACHMENT B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Date (Type or Print)



Agenda Sheet for City Council Meeting of: 05/03/2021

Date Rec'd	4/21/2021
Clerk's File #	OPR 2021-0287
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HEARING EXAMINER
Contact Name/Phone	BRIAN MCGINN 6012
Contact E-Mail	BMCGINN@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0570 CITY OF NEWPORT INTERLOCAL AGREEMENT

Agenda Wording

Interlocal Cooperation Agreement between the City of Newport and the City of Spokane for Hearing Examiner Services.

Summary (Background)

This is a new revenue generating Interlocal Agreement to provide Hearing Examiner Services to the City of Newport when their Hearing Examiner has a conflict. For this reason, this agreement is much more limited in scope than our other agreements with other jurisdictions. We currently have active agreements/contracts with: Airway Heights, Cheney, Chewelah, Liberty Lake, Medical Lake, Millwood, Sound Transit, Spokane County, and Spokane Valley.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact	Budget Account	
Revenue \$ 3,000	# 0570-51500-99999-34149	
Select \$	#	
Select \$	#	
Select \$	#	

Approvals		Council Notifications	
Dept Head	MCGINN, BRIAN	Study Session\Other	04/19/21 Finance Committee
Division Director		Council Sponsor	CM Wilkerson
Finance	BUSTOS, KIM	Distribution List	
Legal	PICCOLO, MIKE	krthompson@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	ywang@spokanecity.org	

Additional Approvals	
Purchasing	

Briefing Paper

FINANCE & ADMINISTRATION

Division & Department:	City Council
Subject:	Interlocal Cooperation Agreement between the City of Newport and the City of Spokane for Hearing Examiner Services
Date:	April 7, 2021
Contact (email & phone):	Brian McGinn bmcginn@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Finance & Administration Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Conduct land use and other quasi-judicial hearings on an as-needed basis when Newport's Hearing Examiner has a conflict.
Background/History: This is a new Interlocal Agreement to provide Hearing Examiner Services to the City of Newport when their Hearing Examiner has a conflict. For this reason, this agreement is much more limited in scope than our other agreements with other jurisdictions. We currently have active agreements/contracts with: Airway Heights, Cheney, Chewelah, Liberty Lake, Medical Lake, Millwood, Sound Transit, Spokane County, and Spokane Valley.	
Executive Summary: <ul style="list-style-type: none"> New contract Revenue generating 	
Budget Impact: TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: None Known challenges/barriers: None	



**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE CITY OF NEWPORT
AND THE CITY OF SPOKANE
FOR HEARING EXAMINER SERVICES**

This Agreement is between the CITY OF NEWPORT, a Washington State municipal corporation, as "Newport," and the CITY OF SPOKANE, a Washington State municipal corporation, as "City", jointly referred to hereinafter as the "Parties".

WHEREAS, pursuant to RCW 39.34.080, governmental entities may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, Newport has a hearing examiner to conduct hearings on various administrative appeals or quasi-judicial hearings on land use matters involving Newport government, but on occasion its hearing examiner is absent, has a conflict of interest, or is unavailable for some other reason, necessitating the services of a hearing examiner pro tem; and

WHEREAS, the City has adopted an ordinance that authorizes its Hearing Examiner to act as a hearing examiner pro-tem for another government entity to perform the duties of the hearing examiner when such hearing examiner is absent, has a conflict of interest, or is unavailable for some other reason; and

WHEREAS, the Hearing Examiner is a City employee and serves the City of Spokane in that capacity; and is a duly admitted member of the Washington State Bar Association and is knowledgeable on land use and other local government matters;

- - Now, Therefore,

The Parties agree as follows:

1. **PURPOSE**. This Agreement is to provide a mechanism whereby the City's Hearing Examiner can act as the hearing examiner pro-tem to Newport to conduct administrative and quasi-judicial hearings. As authorized by Section 2.19.020 of the Newport Municipal Code, the Hearing Examiner will conduct public hearings and render decisions on the following land use matters: conditional use permits; preliminary binding site plan approval; preliminary plat approval (5 or more lots); preliminary planned development approval; reasonable use exception; RV Parks; shoreline conditional use permit; shoreline substantial development permit; shoreline variance; variance applications; and appeals of Type 1 applications.

2. COMPENSATION. Newport agrees to pay the City for hearing examiner services at the rate of ONE HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$125.00) per hour, plus reimbursement for travel, in accordance with the City's current mileage rate. The Hearing Examiner shall keep a log of the number of hours worked and nature of work performed for each hearing item. The Parties understand and acknowledge that the Hearing Examiner shall not be considered an employee of Newport when performing services pursuant to this Agreement.

3. PAYMENT. Newport shall submit payment, within thirty (30) days of receipt of invoice for services rendered, payable to the City of Spokane, Office of the Hearing Examiner, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

4. AUTHORIZATION FOR SERVICES. The Mayor of Newport shall be responsible for the administration of this Agreement and the requesting of services from the Hearing Examiner.

5. AGREEMENT NOT EXCLUSIVE. The City of Spokane's Hearing Examiner is hereby appointed as a hearing examiner pro-tem for Newport. This Agreement is not exclusive and Newport may designate other hearing examiners pro-tem to hear similar matters as authorized by local ordinance or resolution.

6. DURATION. This Agreement is effective upon signature by both parties and filing as required by law and shall run until terminated. Either party may terminate this Agreement upon sixty (60) days written notice to the other party. The Parties acknowledge that the availability of the Hearing Examiner is contingent upon the amount of work and the number of hearings that must be held by the Hearing Examiner. Newport understands and acknowledges that the City cannot guarantee that its Hearing Examiner will be available at all times that may be requested.

7. DECISIONS. The hearing examiner pro-tem shall comply with the requirements of federal, state and local law, relating to the matter being considered by the examiner, including the ordinances and resolutions of Newport. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the Hearing Examiner shall exercise his best efforts to render a written decision with findings and conclusions within thirty (30) calendar days of concluding the hearing. If the Hearing Examiner's written decision is appealed, the Hearing Examiner shall review and certify the record from the hearing to the appropriate body after preparation of the record by Newport.

8. ADMINISTRATIVE SUPPORT. Newport shall supply all necessary administrative support services for the Hearing Examiner, such as hearing room, recording equipment, clerk, secretarial support, notifications and copies of applicable regulations, policies, and reports. The Hearing Examiner may use his own administrative assistant at the Hearing Examiner's discretion, for secretarial and administrative support. Administrative and

secretarial support time will be billed to Newport at a rate of FORTY AND NO/100 DOLLARS (\$40.00) per hour.

9. AGREEMENT ADMINISTRATION. No new or separate legal entity or administrative entity is formed by this Agreement. No property will be acquired, held or disposed of pursuant to this Agreement.

10. LEGAL RELATIONS AND INDEMNIFICATION. Newport shall indemnify, defend and hold harmless the City, its officers, employees including the Hearing Examiner, and agents from any action, claim or proceedings instituted by any third party, arising out of the performance, purported performance or failure of performance of professional services rendered in good faith by the City's Hearing Examiner pursuant to this Agreement. Other than as provided above, the City shall indemnify, defend and hold harmless Newport, its officers, employees and agents from any action, claim or proceedings arising from the negligence of the City, its officers, employees including the Hearing Examiner, and agents, except to the extent of the concurrent negligence of Newport.

11. TERMINATION. If the Agreement is terminated, Newport shall reimburse the City for any services performed pursuant to this Agreement that have not at the time of termination been paid for and which the Parties have previously agreed is compensable work.

12. VENUE. This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

13. ALL WRITING AS CONTAINED HEREIN. This Agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.

14. CHAPTER 39.34 RCW REQUIRED CLAUSES.

A. Purpose. See Section 1 above.

B. Duration. See Section 6 above.

C. Organization of Separate Entity and Its Powers. See Section 9 above.

D. Responsibilities of the Parties. See provisions above.

E. Agreement to be filed. This Agreement may be filed with the parties' respective City Clerks and published on the Parties' websites, as available.

F. Financing. See Section 2 above.

G. Termination. See Section 11 above.

H. Property upon Termination. No property acquisitions expected, see Section 9 above.

IN WITNESS WHEREOF, the Parties hereby execute the above Agreement:

Dated this _____ day of _____, 2021.

CITY OF NEWPORT, WASHINGTON

CITY OF SPOKANE, WASHINGTON

By _____
Mayor

By _____
Mayor

Attest: _____
City Clerk

Approved as to form:

By _____
Assistant City Attorney

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

05/03/2021

Date Rec'd	4/21/2021
Clerk's File #	OPR 2020-0043
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	JUSTIN 625-4115
Contact E-Mail	JCLUNDGREN@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1620 - AMENDMENT TO WASPC/BHU GRANT

Agenda Wording

Amendment to agreement between Spokane County and the City of Spokane PD in conjunction with the Washington Association of Sheriffs and Police Chiefs(WASPC) for Behavioral Health Unit grant funding.

Summary (Background)

Spokane County Sheriff's Office (SCSO) was awarded funding from WASPC to implement a Mental Health Field Response Team, also referred to as the Behavior Health Unit, in 2019. The City of Spokane Police Department (SPD) was subawarded \$358,387 to supplement its operations of that unit. WASPC later awarded additional funding to SCSO and SPD. Funding was received and expended appropriately before the awarded expired on 06/30/2020. This action is formally accepting and recording the amendment.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact**Budget Account**

Revenue	\$ 72,230	# 1620-91779-21390-33469-99999
Expense	\$ 72,230	# 1620-91779-21390-VARIOUS
Select	\$	#
Select	\$	#

Approvals**Council Notifications**

Dept Head	HAMMOND, JENNIFER	Study Session\Other	PSCHC Meeting
Division Director	HAMMOND, JENNIFER	Council Sponsor	CM Kinnear

Finance	SCHMITT, KEVIN	Distribution List
Legal	ODLE, MARI	spdfinance
For the Mayor	ORMSBY, MICHAEL	jhammond
Additional Approvals		jclundgren

Purchasing		
GRANTS,	STOPHER, SALLY	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

**AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN
SPOKANE COUNTY AND THE CITY OF SPOKANE POLICE DEPARTMENT IN
CONJUNCTION WITH THE WASHINGTON ASSOCIATION OF SHERIFFS
AND POLICE CHIEFS SPOKANE REGIONAL
MENTAL HEALTH FIELD RESPONSE TEAM PROJECT**

THIS AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING between Spokane County and the City of Spokane Police Department executed under Resolution 2019-1588 (the "MOU") is in conjunction with the Washington Association of Sheriffs and Police Chiefs (WASPC) Spokane Regional Mental Health Field Response Team Project referenced above.

The hereinafter signatories do hereby agree for and in consideration of their mutual promises set forth that the above referenced MOU between Spokane County and the City of Spokane Police Department amends the MOU Sections as follows:

1. **PURPOSE OF MOU AMENDMENT:** The purpose of this Amendment is to reduce to writing the agreement made between Spokane County and the City of Spokane Police Department to amend the MOU to revise the amount allowable in the grant budget line item categories as set forth in Exhibit "B" Budget. The overall grant budget amount is **increased by Seventy-Two Thousand Two Hundred Thirty Dollars and 04/00 (\$72,230.04) for a total contract amount of Four Hundred Thirty Thousand Six Hundred Seventeen Dollars 04/00 (\$430,617.04).**
3. **FUNDING:** Spokane County shall distribute funds to the City of Spokane Police Department (SPD) for the WASPC Grant purposes and shall:
 - Be only those necessary for proper and efficient administration of the WASPC Grant.
 - Be only those allowable under the principles and standards of WASPC.
 - Be allowable under applicable State and Federal laws, rules, regulations, policies and guidelines.
 - Be incurred on or after the first day of the award period and on or before the end date of the award period as designated in Section 2 of the MOU.
 - Be adequately supported by source documentation.
 - SPD agrees to use the approved purchasing policies and bid procedures required by the City of Spokane for expenditures involving the WASPC Grant.
 - SPD agrees to maintain accounting records following generally accepted accounting principles for the expenditures of WASPC Grant funds.
 - SPD agrees to maintain all documentation for costs incurred for a five-year period following the final payment for the WASPC Grant.
 - SPD will bill Spokane County monthly for actual expenses. SPD will receive up to a maximum of Four Hundred Thirty Thousand Six Hundred Seventeen Dollars and 04/00 (\$430,617.04) for allowable costs as set forth in the attached Budget Reallocation Document.

The revised funding will be allocated to the following budget line item categories:

- A. Salaries & Benefits – will be decreased to \$156,876.73;

- B. Overtime - will be increased to \$42,172.44;
- C. Supplies - will be increased to \$13,132.00; to allow for the purchase of two (2) radios for the mental health clinicians and two (2) tablets for the co-deployed teams;
- D. Travel/Training – will be decreased to \$15,099.27;
- E. Frontier Behavioral Health contract for 2 FTE Mental Health Professionals for 9 months – will be decreased to \$77,336.60 and
- F. Equipment – will be increased to cover the of two (2) vehicles \$126,000.00.
- Salary and Overtime are authorized provided that compensation is reasonable and consistent to that paid for similar work in other activities within the jurisdiction. Overtime and other differential pay are approved provided that the rates are in accordance with the policies of SPD and in compliance with the terms and criteria of the WASPC Grant.
- Benefits and Position Related Allowances are authorized provided that compensation is reasonable and consistent to that paid for similar work in other activities within the jurisdiction.
- Travel is authorized within the United States at or below reimbursable rates approved by the Washington State Office of Financial Management.
- Budget may not be shifted from one line item to another line item without prior written approval from SCSO and WASPC.
- Funding is subject to the continuation of full funding by the State of Washington and is also subject to the policies and procedures of WASPC.

The hereinafter signatories do further agree that but for the above-mentioned amendment all other terms and conditions of the Agreement shall remain in force and in effect without a change or modification whatsoever.

THIS AMENDMENT TO THE AGREEMENT is effective February 1, 2020 and executed by the persons signing below, who warrant that they have the authority to execute this document.

For Spokane County:

For the City of Spokane Police Department:

Signature Date

Signature Date

Name

Name

Title

Title



Budget Worksheet Attachment "B"

Budget Worksheet

Purpose: The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including narrative) must be provided. Any category of expense not applicable to your budget may be left blank. Indicate any match amount in the narrative sections, if applicable.

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (Note: Use whole numbers as the percentages of time, an example is 25.50% should be shown as 25.50)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
Daniel Moman - Awarded grant funding for 10 months.	Deputy	\$84,483.21	Year	84.00	1	\$70,516.88
Joel Gorham- Awarded grant funding for 9 months.	Deputy	\$81,648.87	Year	75.00	1	\$63,362.41
						-
				TOTAL Personnel		\$133,879.29

Personnel Narrative

Revised Budget: WASPC awarded grant funding will provide 10 months continuing deputy Sept 1, 2019 - Jun 30, 2020; 9 months additional deputy Oct 1, 2019 - Jun 30, 2020. The Spokane County Sheriff's Office (SCSO) is requesting funding for two deputies as the SCSO's law enforcement officers each responding with a Frontier Behavioral Health mental health professional as described in RCW 71.05.020 to crisis calls as a Mental Health Field Response Team. The goal of the Team approach is to improve mental health field response and divert individuals in crisis from jails, emergency departments and impatient psychiatric treatment. By focusing on diversion efforts, the Team's objective, as has been the procedure during the last 9 months with the 2018-2019 Team, will continue to link individuals in crisis with resources that are located within the community in which the individual resides while fortifying a reliable support network for the individual. A projection detailing the salary and benefits for a SCSO Deputy is attached.

B. Fringe Benefits - Fringe benefits should be based on actual known costs. List the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. (Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765)

Description	Computation		Cost
	Base	Rate	
Daniel Moman Fringe Benefits - Awarded Grant Funding for 10 months.	\$35,396.02	0.83	\$29,378.70
Joel Gorham Fringe Benefits - Awarded grant funding for 9 months.	\$35,396.02	0.75	\$26,547.01
			-
TOTAL Fringe Benefits			\$55,925.71

Fringe Benefits Narrative

Revised Budget: WASPC awarded grant funding will provide 10 months continuing deputy Sept 1, 2019 - Jun 30, 2020; 9 months additional deputy Oct 1, 2019 - Jun 30, 2020. Fringe Benefits include: life insurance calculated at \$7.50/month; FICA/Medicare calculated at 7.65% of salary; medical insurance calculated at \$1,704.65/month; LEOFF retirement calculated at 5.43% of salary; industrial insurance calculated at \$190.88/month; dental insurance calculated at \$97.61/month; and WAMLI (Washington Paid Leave Insurance assessment) calculated at 0.4% of salary.

C. Travel - Itemize travel expense of staff and personnel by purpose (e.g., staff to training, advisory group meeting, field interviews, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Note: Travel expenses for consultants should be included in the "Contractual/Consultant" category.

Purpose of Travel	Location	Computation							Cost
2019 Co-Responders Conference	Olathe, KS	Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	-
		Lodging	\$145.67	Per night	4	3	1	\$1748.04	
		Meals	\$66.00	Per day	4	3	1	\$652.50	
		Mileage		-				-	
		Transportation: Airfare Spokane to Olathe, KS	\$406.40	Round -trip		3	1	\$1,219.20	
		Local Travel						-	
		Other: Uber	\$74.16			3	1	\$222.48	
		Other: Conference Fees	\$350.00		3	3	3	\$1,050.00	
		Subtotal							
Cost								\$4,892.22	

Travel Narrative

Three Spokane County Sheriff's Office (SCSO) Deputies will attend the 2019 Co-Responders Conference. The costs for the conference: Lodging for three attendees for three nights at per diem rate of \$124.00, plus taxes is \$145.67 per night, 4 nights for a total of \$1,748.04. The meal per diem rate for the conference location is \$66.00 per day with 2 days of travel at \$49.50 per day for a total \$653.50. Airfare from Spokane, WA Olathe, KS was \$406.40 for 3 attendees for total cost of \$1,219.20. The cost of an Uber to and from the airport to location of the conference for 3 attendees was \$74.16 for a total of \$222.48. The conference registration fees were \$350.00 per attendee for a total of \$1,050.00.

Purpose of Travel	Location	Computation							Cost
Site visit	Dallas, TX	Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of	Cost	
		Lodging	\$161	Per night	4	3	1	\$1,932.00	
		Meals	\$66.00	Per day	3	3	1	\$594.00	
		Meals	\$49.50	Per day	2	3	1	\$297.00	
		Transportation: Airfare Spokane to Dallas, TX	\$750.00	Round -trip		3	1	\$2,250.00	
		Local Travel						-	
		Other: Car Rental	\$300.00			3	1	\$300.00	
		Subtotal							
Cost								\$5,373.00	
Total Travel/Training Costs								\$10,265.22	

Travel Narrative

Three Spokane County Sheriff's Office (SCSO) Deputies will travel to Dallas, TX for a site visit. The purpose of this site visit is to see how the Dallas, Texas program functions and use knowledge obtained when appropriate to improve SCSO program. While at site participate in ride-a-longs. The cost for the site visit is as follows: Lodging for three Deputies for four nights at per diem rate of \$161.00, per night, for a total of \$1,932.00. The meal per diem rate for the conference location is \$66.00 per day with 2 days of travel at \$49.50 per day for a total \$891.00. Airfare from Spokane, WA to Dallas, TX is \$750.00 (including baggage fees) per attendee, total cost for 3 attendees is \$2,250.00. The cost of a rental for the 3 attendees to and from the airport, to the site location is \$300.00. The total cost of the site visit is \$5,373.00.

D. Equipment - List non-expendable items that are purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used.

Item	Computation		Cost
	Quantity	Cost	
2020 Ford Police Interceptor Utility AWD Vehicles; sales tax 9.1%	2	\$45,494.70	\$90,989.40
2020 Ford Police Interceptor Upfit	2	\$6,857.00	\$13,714.00
AED; sales tax 8.9%	2	\$1,666.17	\$3,332.34
TOTAL Equipment			\$108,035.74

Equipment Narrative

The funding allows for the purchase of two (2) 2020 Ford Police Interceptor Utility AED vehicles@ \$41,700 per vehicle plus sales tax of 9.1% \$3,794, for a total cost of \$45,494.70 for each vehicle. The total cost of "upfitting" each vehicle is \$6,857.00 and is broken down as follows: \$654.00 for Goodyear Eagle Enforcer all weather tires, pursuit rated; Ford "18 vehicle specific rims and tpms stems \$1534; Whelen pushbar and wraps unit installed \$1203; Gamber Johnson Console kit \$756; Setina Shields, partitions, window barrier kit \$1432; and Whelen windshield LED visor unit \$1278. Also equipped in the vehicle is a AED, Cardiac Science Auto G5 CPR @ \$1,530 per AED plus 8.9% sales tax of \$136.17 for a total cost of \$1,666.17 for each AED.

D. Supplies - List items by type (office supplies, postage, training materials, copy paper, and expendable equipment costs costing less than \$5,000, such as books, hand held recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the project.

Supply Item	Computation		Cost
	Quantity/ Duration	Cost	
Radios used by clinicians	2	\$1,200.00	\$2,400.00
Tablets to be used by deployed teams	2	\$5,000.00	\$10,000.00
TOTAL Supplies			\$12,400.00

Supplies Narrative

Two (2) radios for clinicians @ \$1200.00 per radio and two (2) tablets for used by the co-deployed teams @ \$5,000 per tablet.

E. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8 hour day), and estimated time on the project. Consultant fees in excess of \$450 per day or \$56.25 per hour require additional justification and prior approval from WASPC.

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
					-
					-

Consultant Fee Narrative

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:						-	
								-	
		Local Travel					-		
		Other					-		
							-		
		Subtotal							
Subtotal Consultant Expenses								-	
TOTAL Consultants								0	

Consultant Expenses Narrative

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole-source contracts in excess of \$100,000

Item	Cost
Frontier Behavioral Health (FBH)	\$105,627.00
City of Spokane Police Department	\$430,617.04
TOTAL Contracts	\$536,244.04

Contracts Narrative

SCSO will contract with FBH to provide a 1.5 FTE mental health professionals for 40 hours per week at \$50.42 per hour: 2095 hours = \$105,627.00. The SCSO will contract with the City of Spokane Police Department for \$430,617.04 as follows: \$156,876.73 for the salaries and benefits related to .5 FTE Sergeant providing oversite to the teams and .5 Officer deployed with a BHU team-contract originally \$160,106 was reduced for filling of positions in January instead of September due to staffing shortages in the department; \$42,172.44 in overtime is related to oversite Sergeant and two BHU Officers-originally \$20,659-increase due to rising calls for service for the unit; \$126,000,000 for two (2) 2020 Ford Police Utility AWD @ \$42,342.00 per vehicle @ 8.9% tax \$3,768 for a total per vehicle of \$46,110; outfitting of the vehicles is \$16,890 per vehicle-originally \$63,000 and increased due to reallocation of original funds due to late hiring; supplies for the purchase of two radios and two tablets for deployed teams and other costs is \$13,132.00-originaliyy \$1,690; Training/Travel costs for attending conferences and trainings is \$15,099.27. A subcontract with Frontier Behavioral Health for 2 FTE for deployed teams was originally contracted at \$157,310 but needs to be reduced to \$77,336.60 due to filling the Frontier Mental Health Professionals beginning January 2020 instead of September.

F. Other Costs - List items (e.g. rent, reproduction, telephone, janitorial, or security services) by major type and the basis of computation. For example, provide the square footage of the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc.

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
					-
TOTAL Other Costs					

Other Costs Narrative

Budget Summary - When you have completed the budget worksheet, the totals for each category will appear in the spaces below. Verify the category and total dollars requested.

Budget Category	Amount Requested
A. Personnel	\$133,879.29
B. Fringe Benefits	\$55,925.71
C. Travel	\$10,265.22
D. Equipment	\$108,035.74
E. Supplies	\$12,400.00
F. Consultants/Contracts	\$536,244.04
G. Other	
TOTAL PROJECT COSTS	\$856,750.00
Local Match (if applicable)	
TOTAL GRANT REQUEST	\$856,750.00

Local Match - Describe any local match provided. List source and how the funds will be used to achieve project goals.

See previously described match in original contract documents.

Briefing Paper

Urban Experience Committee

Division & Department:	Spokane Police Department
Subject:	Behavioral Health Unit Amendment
Date:	June 29, 2020
Contact (email & phone):	Jennifer Hammond-625-4056
City Council Sponsor:	None
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health Community
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Supports Comprehensive Plan CFU 1.9
Strategic Initiative:	Advance Public Safety and Build Sustainable Resources
Deadline:	June 30, 2020-Grant expires
Outcome: (deliverables, delivery duties, milestones to meet)	Approval for the Spokane Police Department's amendment from Spokane County to increase funding to the current Behavioral Health Unit grant.

Background/History:

The Spokane Police Department (SPD) in collaboration with the Spokane County Sheriff's Office (SCSO) requests to increase funding to the current Behavioral Health Unit grant. This request has already been approved by the grantor, Washington Association of Police Chiefs (WASPC).

A grant application was submitted and approved in the year 2019 for a total of \$358,387 and was allocated to support a Sergeant, Sr. Po Officer, overtime, travel and training, and a contract with Frontier Behavioral Health to support 2 FTE's that ride along with officers to support calls.

This was the first contract of its kind to the Spokane Police Department and it took time for both SPD and FBH to get the unit fully staffed. In March, another jurisdiction in the state was not able to use their allocated grant funding. The state asked if the City and the County could use additional funding and both jurisdictions agreed. The state authorized both the City and the County to purchase a vehicle, tablets and extra radios to support the unit. During the month of March and April, it became apparent that most of the travel and training authorized would not be able to be used. It also became apparent that the Frontier Behavioral Health grant, funded at \$157,310 would also not be fully used due to delays in hiring staff.

The CITY would like to add \$72,230 to support the purchase the additional equipment. SPD is also requesting to decrease the FBH contract due to the entity not billing any amount in 2019 and due to projections of remaining balances. Any funds remaining would be allocated back into the grant for the purchase of an additional car for the unit and additional equipment and a site visit travel. It was already requested to the state several months ago and denied a rollover of the funds to a subsequent period. Additional funds for the FBH and the entire unit for the year 2020-2021 have already been awarded and will be subsequently be submitted with this paper.

SPD believes that this is the best support of taxpayer dollars and support of the unit that it can provide to the citizens and department.

Executive Summary:

- Approval for contract amendment of an additional \$72,230 for a total of \$430,617
- Total Grant-\$856,750: City-\$430,617 & County-\$426,133.
- Supports Comprehensive Plan CFU 1.9- Public Safety Capital Funding Plans
This funding helps to support capital requirements without negative impact on staffing or service.

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No ☐ N/A

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

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)No match requirement

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

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

Specify changes required:

Known challenges/barriers:

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

05/03/2021

Date Rec'd

4/21/2021

Clerk's File #

OPR 2019-0316

Renews #**Cross Ref #****Submitting Dept**PLANNING & ECONOMIC
DEVELOPMENT**Contact Name/Phone**COLIN QUINN- 625-6804
HURST**Project #****Contact E-Mail**

CQUINN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0650 - WHEELSHARE CONTRACT UPDATE

Agenda Wording

Amendment to Shared Mobility Contract

Summary (Background)

Following a pilot program in 2018 and the first year of WheelShare operation in 2019, adjustments to the two-year Shared Mobility Contract with Lime are proposed to support enforcement efforts and adjust vehicle distribution requirements. The amended contract adjusts the fleet size and service area for bicycles, enables fee discounts for operational innovations, and adds an Enforcement section to the Operating Requirements.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals**Dept Head**

BLACK, TIRRELL

Council Notifications**Study Session\Other**UE 4/12/21 & CC Study
Session 3/25/21**Division Director**

BECKER, KRIS

Council Sponsor

CP Beggs

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

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lmeuler@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

cquinnhurst@spokanecity.org

Additional Approvals

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sbishop@spokanecity.org

jchurchill@spokanecity.org

Briefing Paper

Urban Experience Committee

Division & Department:	Building & Development Services / Planning & Neighborhood Services
Subject:	Shared Mobility Contract and Ordinances Updates
Date:	April 12, 2021
Author (email & phone):	Colin Quinn-Hurst, cquinnhurst@spokanecity.org, 509-625-6804
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Louis Meuler
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan, Bicycle Master Plan
Strategic Initiative:	Sustainable Resources
Deadline:	April 30, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Improved sustainable urban mobility options
Background/History: Following a pilot program, updates to city ordinances, a Request for Proposals and ongoing operation throughout 2019 and 2020, the contract with the selected vendor is proposed to be extended for two years, with accompanying amendments and updates to the contract.	
Executive Summary: <ul style="list-style-type: none"> Updates to Shared Mobility Contract OPR 2018-0521 to add enforcement requirements and adjust bicycle requirements; contract extension. Term is May 13, 2021 to May 12, 2023 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



City of Spokane

CONTRACT AMENDMENT/EXTENSION

Title: **SHARED MOBILITY**

This Contract Amendment/Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **NEUTRON HOLDINGS INC., DBA LIME**, whose address is 85 2nd St First Floor San Francisco CA 94105 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide access to safe, affordable, innovative and environmentally friendly transportation options; and

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated May 2, 2019 and May 10, 2019, 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/Extension shall become effective on May 13, 2021, and shall be extended to May 12, 2023.

3. ADDITIONAL WORK.

Exhibits A and C to the original contract have been amended. The amended exhibits are attached hereto.

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/Extension by having legally-binding representatives affix their signatures below.

NEUTRON HOLDINGS INC., DBA LIME

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Amended Exhibit A – Special Conditions

Original Exhibit B – Vendor Proposal

Amended Exhibit C – Shared Mobility Operating Requirements

21-022

Exhibit A: Special Conditions

For Spokane Shared Mobility

- A. Shared Mobility Company shall maintain a minimum average daily bicycle fleet of 50 bicycles in the combined area of the Downtown Business Improvement District and the University District.
- B. Shared Mobility Company shall through its safety initiatives, Respect the Ride and other promotional activities provide and distribute bicycle helmets. The fee charged to the Company for daily vehicle activity, calculated on a quarterly basis, shall be reduced by the amount invested by the Company in helmets up to 15% of the total quarterly fee amount. Company shall provide back-up documentation of this investment as well as helmet distribution numbers to City staff.
- C. Shared Mobility Company shall through its existing equity programs make investments towards equity initiatives in the City of Spokane. The fee charged to the Company for daily vehicle activity, calculated on a quarterly basis, shall be reduced by the amount invested by the Company in equity programs up to 15% of the total quarterly fee amount. Company shall provide back-up documentation of this investment to City staff.
- D. Shared Mobility Company shall cooperate and collaborate with City staff on operational and technological innovations related to parking, vehicle charging, vehicle sensors and other items related to the Smart Cities initiative. Specific details of involvement and investment in these initiatives may be addressed through future contract amendments as needed. The fee charged to the Company for daily vehicle activity, calculated on a quarterly basis, shall be reduced by the amount invested by the Company in these innovations up to 15% of the total quarterly fee amount.
- E. Shared Mobility Company shall administer a donation module enabling user donations to a specified local non-profit organization. The fee charged to the Company for daily vehicle activity, calculated on a quarterly basis, shall be reduced by a non-scalable credit up to \$5,000 when the donation program is administered in Spokane.
- F. Total quarterly fee reductions to the Shared Mobility Company shall not exceed 50% of the total quarterly fee amount.

EXHIBIT B

Lime Proposal



Spokane Shared Mobility

Proposal for RFP 4513-19

CITY OF SPOKANE, WASHINGTON

Neutron Holdings, Inc. DBA Lime

COMPANY HEADQUARTERS ADDRESS:

85 2nd Street
San Francisco, California 94105

NAME OF LOCAL REPRESENTATIVES:

Jessie Lucci
Regional General Manager
847-868-4463
jessie.lucci@li.me

Jonathan Hopkins
GR Contact
360-957-5468
jonathan.hopkins@li.me

LETTER OF SUBMITTAL



Neutron Holdings, Inc.

dba Lime

85 2nd St., First Floor
San Francisco, CA 94105

April 6, 2019

ATTN: Brandon Blankenagel

Capital Programs Division
808 W Spokane Falls Blvd
Spokane, WA 99203

Lime is pleased to submit an application to operate shared mobility services to provide transportation in Spokane, Washington. We look forward to continuing our collaborative partnership with the City and building on our foundation of safety, sustainability, proactive problem-solving, and responsiveness.

Our experience, scale, and operational expertise will help the City diversify its mobility options, continue the successful revitalization of Downtown and adjacent neighborhoods, and connect people to transit. After serving five cities in the Pacific Northwest since July 2017, including the Spokane area for the summer and fall of 2018, we view this proposal as the next step in building a long-term, sustainable partnership with the Lilac City and surrounding communities.

The enclosed application details our strategy to deploy a shared electric mobility fleet throughout Spokane. **Lime will continue working with the City, Spokane Transit Authority, Visit Spokane, Downtown Spokane Partnership, local universities and the broader community** to tailor the deployment plan prior to the proposed May 2019 launch.

Project Understanding, Goals, and Objectives

Lime's mission is to provide on-demand first- and last-mile transportation solutions that help people seamlessly move to meet their daily needs. We understand the City's interest in providing a diverse array of sustainable mobility options that will help people access and circulate through the City and to support the development of new infrastructure to support shared mobility. Lime is uniquely suited to deliver these objectives.

A Proven Track Record

Lime is the most qualified company to serve Spokane. As the nation's largest dockless scooter sharing company, we have developed the most sophisticated dockless sharing

operation in the world. We take great pride in our relentless focus on the safety and quality of our equipment as well as our commitment to industry-leading operations. Further, having already served the Spokane community, we are uniquely aware of and prepared to address Spokane's mobility needs.

At no cost to the City, we are ready and able to offer a convenient and easy-to-use mobility system that is an efficient, healthy and affordable. Our service includes providing discounted, unbanked and non-smartphone access to low-income individuals through our Lime Access program. This proposal outlines the suggested parameters of this program, which we look forward to discussing further at your earliest convenience.

Requested Information

1. Legal name, status, address & contact: **Neutron Holdings, Inc. (a C Corporation) DBA Lime**, 85 2nd St., First Floor; San Francisco, CA 94105. Phone: 888.LIME.345 (888.546.3345). Email jonathan.hopkins@li.me.

2. Facility Location: Our current warehouse is located at **5629 E Broadway Ave, Unit B, Spokane Valley, WA 99212**. We are happy to discuss alternatives if needed.

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: **None**.

5. Compliance acknowledgement: **Neutron Holdings, Inc., dba Lime will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed.**

Thank you for the opportunity to let us serve the Spokane Community. We eagerly await the opportunity to provide Spokane with transportation solutions.

Warmly,



Jessie Lucci
Regional General Manager

People authorized to represent Lime:

Jessie Lucci
Regional General Manager
p: 847.868.4463
jessie.lucci@limebike.com

Jonathan Hopkins (Primary Contact)
Director, Strategic Development
p. 360.957.5468
jonathan.hopkins@li.me

TECHNICAL PROPOSAL



1. PROJECT APPROACH AND METHODOLOGY

Lime is eager to offer our mobility sharing service free of charge to the City of Spokane. Building on our successful pilot in 2018, we look forward to continuing to provide shared micromobility transportation solutions to all of Spokane. We agree to comply with all aspects of the City of Spokane's Shared Mobility Operating Requirements for Equipment and Safety, Parking, Operations, Special Events and Standing Weather Conditions, Data Sharing, and Equity, as outlined in Exhibit B. Below we have responded to each Operating Requirement highlighted in the RFP.

a) Equipment and Safety

Equipment

Lime's design and specifications are in continual iteration based on technology advancements, user feedback, and testing to create the best riding experience. We have detailed below three vehicles that are likely to be deployed in Spokane should we be selected: the Lime-E Electric Bike, our Gen 2 Scooter (which operated in Spokane during the Pilot) and our all-new Gen 3 Scooter. Lime will provide certifications of all its products upon request.

Electric-Assist Bicycles: The Lime-E. Our electric-assist bikes have a small electric motor to assist a rider's pedaling. With a 250W motor, Lime-E bikes have a range of 60-80 miles and a top speed of 15 mph. The brightly colored bikes feature:

- Run-flat (puncture-proof, solid) tires;
- An all-aluminum frame which is strong, rust-resistant, and easily recyclable;
- An adjustable, non-removable ergonomic seat for maximum durability;
- A basket with room for a grocery bag, book bag, or other personal items; and
- Powered front and rear lights with 120 second post-stop run time, bell, and reflective markings to contribute to rider safety and convenience.



The Lime-E meets the standards outlined in the Code of Federal Regulations (CFR) under Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. Additionally, permitted systems meet the safety standards outlined in ISO 43.150 – Cycles, subsection 4210 and have been independently tested and meet the safety standards of renowned testing company SGS Global.

Lime Scooters. Lime will offer at least two models of scooters in Spokane in 2019. Specifications common to all Lime scooters include:

- Have front and rear lights compliant with City of Spokane requirements;
- Have and display a unique identification number;
- Display Lime website & 24-hour customer service phone number;
- Meet US CPSC standards and are UN 38.3 and FCC compliant;
- Can be locked at a maximum speed of 15 mph;
- Capable of remote lock-down by operations staff when required.

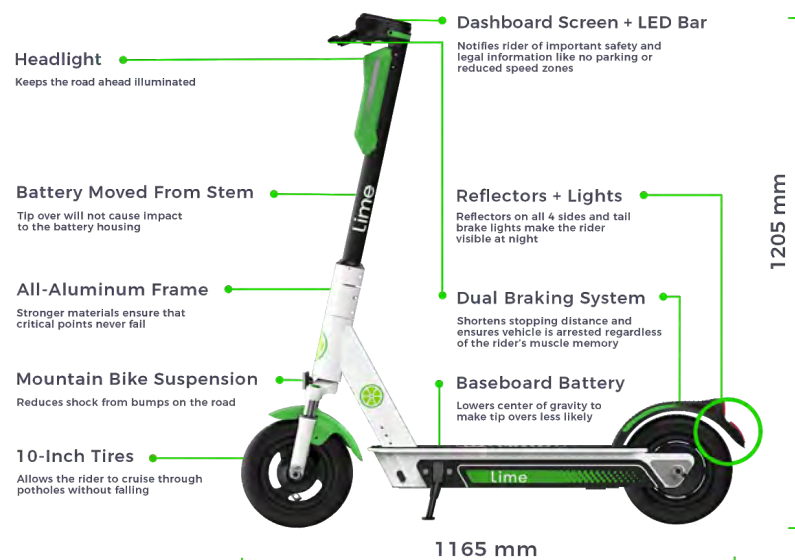
Lime-S 2.5 Scooter. Lime's launch fleet will include the Lime-S 2.5, which is the same scooter that Spokane users embraced in large numbers in the fall of 2018.

Lime-S Gen 3 Scooter. Lime's recently-announced Lime-S Gen 3 scooter features bigger wheels, improved suspension, aluminum framing, dual-wheel braking, a 2.8" digital display, and a host of other features that make it the safest, most sustainable shared scooter available on the market. This model is currently being piloted in several markets and will be available later in 2019.

LIME-S 2.5 SJ SCOOTER



LIME-S GEN 3 SCOOTER



	Lime-S 2.5	Lime-S GEN 3
SIDE VIEW PHOTO OF DEVICE		
DRIVETRAIN	Motor directly embedded within front wheel.	Motor directly embedded within rear wheel.
LENGTH	1020 mm	1165 mm
MOTOR	300 Watts	300 Watts
HEIGHT	1310 mm	1205 mm
PEDALS	N/A	N/A
BACK LIGHT	Turns on when scooter is unlocked. Gets brighter when brakes are applied.	Turns on when scooter is unlocked. Gets brighter when brakes are applied.
BRAKES	<ul style="list-style-type: none"> ● Electrical regenerative brake on rear wheel. ● Mechanical drum brake on front wheel. 	<ul style="list-style-type: none"> ● Step brake on rear wheel. ● Electrical regenerative brake on rear wheel. ● Mechanical drum brake on front wheel.
FRONT LIGHT	Always on at full strength when scooter is in a trip.	Always on at full strength when scooter is in a trip.
WHEELS / TIRES	8 inch solid (not inflated) tires	10 inch solid (not inflated) tires
ADJUSTABLE SEATPOST	N/A	N/A



The Lime-S Gen 3 also enables us to provide additional information to users due to its color LCD screen, potentially influencing parking and riding behavior through parking and speed zone notifications.



Safety

Lime is committed to utilizing a variety of tools and technologies to ensure our riders are safe and compliant with applicable laws. These tools and technologies include continuously developing and promoting targeted messaging focused on appropriate riding and parking behavior, implementing product features that accomplish similar goals, and having an active on-the-ground presence to reinforce these efforts.

User Education and Training

Lime offers a variety of education and training methods for our riders. First, our in-app education is mandatory for any first-time users of Lime to review, and is available at any time for riders to access. These modules cover topics such as where to ride a scooter (in a bike lane or on the side of the street; not on the sidewalk), how to park a scooter (e.g. next to a bike rack, or along the furniture zone of the sidewalk away from pedestrian flow), and safety reminders (e.g. wearing a helmet, not riding limited access highways or freeways).

In addition to our in-app education, we offer in-person training opportunities at events and through Lime Brand Ambassadors. By having Lime staff available and recognizable in the community, we create opportunities for riders and non-riders alike to ask questions and learn about the service. For example, our safety ambassadors walked the downtown core last year to educate users. We also had an educational booth at Valleyfest and The Great Outdoor and Bike Expo, and attended the STA bikeshare community information meeting.

Additionally, we are exploring community partnerships with **STA, Downtown Spokane Partnership, and Visit Spokane** to further educate users on parking and riding etiquette. The Visit Spokane partnership may also allow us to jointly promote **Scoot Spokane** routes to visitors. These one- to two-mile treks get them beyond their hotel to explore more of what our great city has to offer, from historic neighborhoods like Browne's Addition to fantastic views along the river and around Manito Park. In partnership, we can both maximize community benefits and educate users.

Helmet Distribution and the Respect The Ride Campaign

As part of our ongoing commitment to public safety and education, in late 2018 Lime invested over \$3 million to help empower people across the world to ride responsibly. The [Respect The Ride](https://www.li.me/respect-the-ride) campaign utilizes a multi-pronged approach to rider education, equipping our community with the resources necessary to make each trip a safe and enjoyable experience. More details about our Respect The Ride campaign can be found online at <https://www.li.me/respect-the-ride>.

In the first week, more than 75,000 people had signed the [Respect The Ride pledge](#), expressing a united commitment to safe streets, accessible sidewalks and responsible riding. We know this issue resonates with every member of the community, both riders and non-riders alike. The first 250,000 respondents who signed the pledge received a free Lime helmet, and over 800 people signed up in Spokane.



Our long-term goal in engaging riders with Respect The Ride is to help set the global standard for responsible micromobility usage, and create a community of riding much like the biking community has accomplished.

Riders who commit to the pledge are agreeing to:

- Ride responsibly at all times
- Wear a helmet while riding
- Abide by all traffic laws and speed limits
- Ride only within designated areas such as streets and bike lanes

- Park properly, avoiding pedestrian walkways, service ramps and bus stops
- Be aware of automobiles, pedestrians and fellow riders

We will continue to distribute helmets free of charge at local community events in Spokane, such as street fairs, farmers' markets, and business locations. **Given Spokane's growing tourism, we also plan to partner with Visit Spokane**, using the Visitor's Center as a Lime Hub with possible helmet options available for visitors.

b) Parking

Lime will work tirelessly to comply with all parking requirements outlined in the Shared Mobility Operating Requirements. We will work with the City to support the identification of appropriate geofenced parking locations, as well as implementation and management of such stations.

We have developed a number of mechanisms to incentivize and disincentivize parking behavior. We are pleased to acknowledge that many of our efforts have paid off, with roughly 70% of users in Portland, for example, reporting their awareness of local rules related to parking and appropriate riding as a direct result of in-app (50%) or on-vehicle (20%) education.¹

Lime is continually enhancing the role technology plays in proper parking, including gamifying the mobility share experience so that customers will be incentivized to ride and park responsibly, or disincentivized for bad behavior - like fines and fees, or the inability to end a ride with improper parking.

Examples of Lime approaches to parking include the following:

- **Preferred Parking Zones:** Lime seeks to collaborate with the City to identify preferred parking locations as well as locations that are to be considered inappropriate for parking. Having identified preferred parking zones, we can designate preferred parking zones within our app's map view. These zones show up as blue zones so riders can easily navigate to these preferred parking areas. We have included screenshots of this functionality, as well as an in-app notification after a rider completes a trip within such a parking area.
- **No Parking Zones:** Within the same map view, we can designate zones "no parking zones" where riders are not permitted to park. These zones show up as red zones so riders can easily avoid these no-parking areas. When riding into these areas, we display a clear warning message informing riders that they

¹ Source 2018 E-SCOOTER PILOT User Survey Results
https://www.portlandoregon.gov/transportation/article/700916?utm_medium=email&utm_source=govdelivery :

may be issued a fine if they park in this zone. Often we will implement additional in-app messaging to educate users of no-parking areas.

- **Photo Verification:** Before riders are able to end a trip, we require them to take a photo of the parked vehicle. We launched a “Parked or Not” feature in July 2018 as another mechanism to remind users of how to properly park and to incentivize them to park properly. Parked or Not is a game in which Lime riders look at randomized photos and anonymously select whether or not the scooter in that photo has been parked properly. Using the information collected through these ratings, we are able to:
 - Identify riders who park incorrectly, provide feedback on their parking and offer additional resources to help them properly park a scooter;
 - Encourage riders to take an active role educating fellow riders; and
 - Use statistical models to provide real-time feedback and develop machine learning to enhance the accuracy of future ratings.

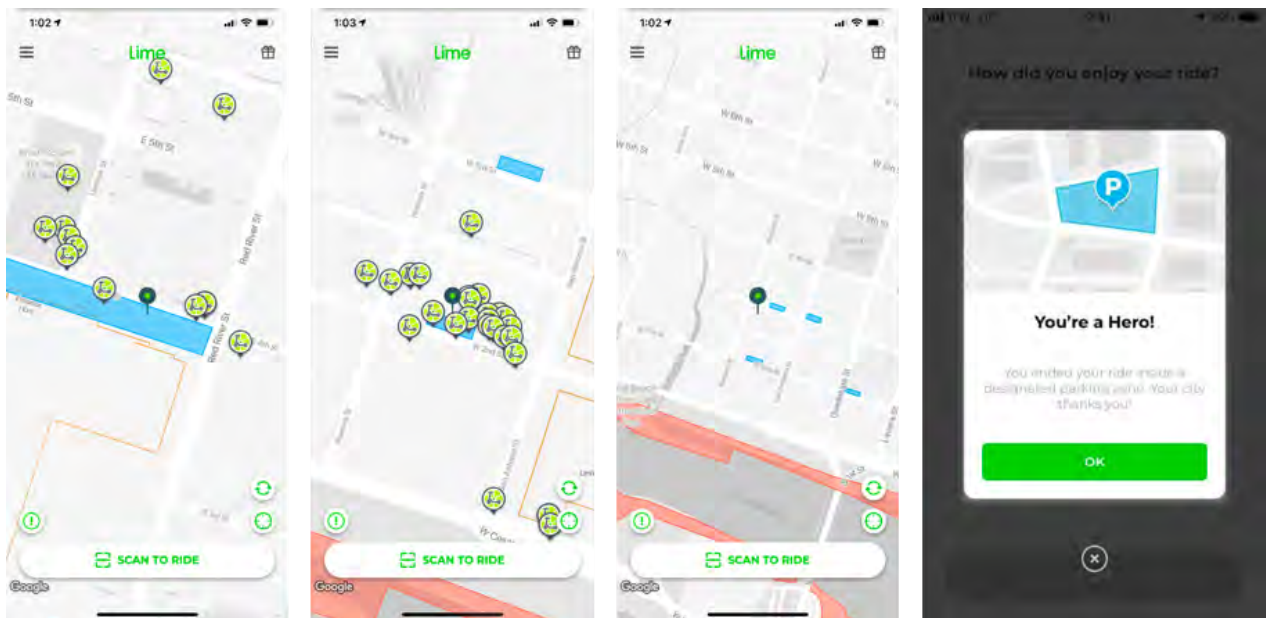


Image: screenshots of Lime parking areas (in blue) from Austin, TX; image of app after parking scooter in preferred parking area from Austin, TX.

Some cities have identified preferred parking locations and have painted parking boxes, often with decals overlaid on top of those boxes (examples below). Each personal vehicle parking space converted to a corral is estimated to accommodate 10+ scooters. As desired, we are eager to work with Spokane to identify and designate similar areas, and can provide scooter stencil templates if useful.



Images: parking decal and parking boxes in Austin, TX; parking box in San Diego, CA

Finally, Lime has found great success engaging with the local business community to develop “host” relationships with businesses who are eager to have parking located outside their venue. We look forward to continuing this practice in Spokane.

c) Operations

As the most experienced operator of shared dockless mobility services in North America, Lime appreciates the need for a fully-developed operations team and plan in place. Everywhere we operate we maintain a fully outfitted warehouse, and we hire full-time local operations staff to help with maintaining, deploying and rebalancing Lime vehicles. Brian Falteisek, who led our team of 20+ specialists during Spokane’s 2018 pilot, brings operational expertise and deep community knowledge to this RFP.

If awarded the contract, Lime will convene a project kickoff meeting with key City launch and other operational details. Once we finalize these discussion points, our local operations team will be ready to begin our scooter program. Below we will outline our approach to operations.

Scooter Deployment, Redistribution, and Charging

Our operations team actively manages our scooter fleet, rebalances scooters, and responds to any support calls as part of our standard operations:

- **The Daily Patrol Team:** Daily patrol teams typically begin the day by deploying scooters to corrals. Throughout the day, additional teams conduct sweeps of the service area, cleaning scooters, re-parking misplaced scooters, fixing scooters that need repair, or bringing broken scooters back to the warehouse.

- **Local Brand Ambassadors:** In addition to leveraging the Lime Marketing Team, we hire part-time Brand Ambassadors to help educate, promote and integrate into the local community.
- **Lime Juicers:** Our operational efforts will be supported by our team of “Lime Juicers.” Juicers are members of the community who pick up scooters when they reach low levels of battery, recharge the scooters and then redeploy them later that day or the following morning. Being a Lime Juicer allows local residents to earn additional cash. **During the 2018 pilot, over 300 Spokane residents earned an average of \$278.52.**

Lime’s local operation team are notified of scooter maintenance needs through:

- In-app functionality allows customers to indicate when a scooter is having a maintenance issue and a report is sent to Lime’s operation team;
- A rider calls or emails our customer service center informing us that a scooter is in need of maintenance support; or
- As our team retrieves scooters each night, the team identifies maintenance issues that require attention.

Preventative maintenance

Scooters are “touched” on a daily basis by a combination of community members (aka Juicers) and Lime operations staff. This gives us deep insight into the health of our fleet. Lime has also established additional operational guardrails to ensure maintenance, cleaning, and repair occurs in a timely fashion. We outline these below.

At the end of any trip, users are asked to rate their experience. We automatically put scooters with two low-star trip ratings into maintenance mode. The scooter is flagged for our operations team to take a closer look at that particular scooter and try and identify the reason for receiving low ratings. An in-app report from a user also automatically puts that scooter into maintenance mode. Our field patrol teams and juicers also ensure that each time they touch a scooter it is in proper working condition through a 14-point check system.

Second, all scooters are cleaned and undergo basic maintenance before each deployment. We work to keep scooters in operable condition and replace parts as needed. Lime operations staff check the fleet approximately every 60-90 rides and perform required maintenance. Maintenance is completed by our staff at our warehouse. The operations field staff check the fleet by sampling the fleet at random and entering that feedback into our operator app.

14-point inspection

Our operations team conducts a 14-point inspection on each vehicle to meet our strict safety standards. The maintenance checklist includes:

1. Safety
 - a. Brakes
 - b. Lights
 - c. Wheels
 - d. Screws and bolts (properly torqued)
 - e. Structural integrity
 - f. Speed limited
2. Functionality
 - a. Lock/unlock
 - b. Ring (audible sound aiding users to find scooter)
 - c. Visible in app
3. Communications
 - a. Online
 - b. GPS
 - c. IMEA in system
4. Appearance
 - a. Clean and presentable
 - b. Branding

Hours of Operation

Lime operations staff are typically on duty 24 hours. Our “juicing” (charging) operations typically result in scooters having highest availability from 7am to 9pm. Generally, Juicers collect scooters for recharging after 7pm and deploy them before 7am each morning. During the overnight hours, a lower volume of charged scooters will remain available in the highest-demand areas. Our operations staff augments juicers to ensure proper supply and equitable distribution of scooters.

Operations App

In addition to the on-the-ground operations team described previously, the Lime Operations App encompasses a host of features to ensure proper operational efficiency on a daily basis. All operations staff is properly trained with all of the in-app tools in order to maintain our fleet of scooters in good repair.

Through the app, our Operations team has access to the specifications, status, and location of all scooters in the City. The Operations team receives alerts when a scooter has reduced charge, or when it is horizontal and may need to be re-parked. **Lime is the only operator to have an automatic alert to the operations team when a scooter has tipped over.** Lime continues to make improvements to this application to ensure our Operations team has the best tools to ensure parking compliance.

Scooters flagged for retrieval will be assigned a maintenance task for completion by the operations team. These include, but not limited to, the following criteria:

- Any device knocked over
- Any device reported as damaged or broken
- Any device with low battery level
- Any device displaced out of a service area

The operations app also assists with deployment and distribution. Deployment zones are indicated in the app, including the following information::

- Address of deployment
- Number of scooters needed at the locations
- Picture instructions of how to properly park scooters without impeding pedestrian traffic.

d) Special Events and Standing Weather Conditions

To accommodate special events and weather conditions, Lime anticipates regular, as-needed communication with the City and related community partners (including emergency services). Lime develops a network of as-needed storage locations, including our Juicer network and private partners, to ensure adequate available storage for weather events; this could include private storage, parking garages, and other flexible space. We are comfortable agreeing to Spokane's requirement of removing all vehicles from the public right-of-way during weather conditions.

In anticipation of special events, including but not limited to Bloomsday, Hoopfest, Lilac Day Parade, or Pigout in the Park, we anticipate mobilizing more vehicles to improve access to and egress from such events. At the same time, we acknowledge and will agree to the need to limit the number of vehicles *within* such events, and will have appropriate staffing on hand to manage this. For example, during Spokane's biggest event, Hoopfest, we anticipate working with the City to geofence off ped-only streets, create vehicle corrals at key access points, and perhaps establish special lanes to improve event access while reducing car volumes and parking challenges.

e) Data Sharing

Lime is happy to comply with requirement DS1, and will make data available to the City in the Mobility Data Specification (MDS) format. Further, Lime is happy to provide the City a data dashboard with access to system analytics, updated daily, to include the number of vehicles deployed, number of rides/trips, average trip length, and average trip distance. We are happy to partner with the City to distribute surveys related to shared mobility, and to collaborate with a third-party research partner to evaluate shared mobility in Spokane. Further, Lime is comfortable maintaining records of maintenance activities and reported collisions, and will share these with the City on a monthly basis. **These no-cost tools will assist the City in planning improved infrastructure and the future of mobility in Spokane.**

f) Equity

Access to affordable mobility is essential to reduce household cost burden and provide access to economic opportunity. We work diligently to ensure broad access to Lime, regardless of financial or technical limitations. That's why we've created Lime Access - an affordable way for low-income individuals to use Lime in Spokane.

Lime Access is an industry-leading, robust, and scalable program that offers a 50% discount on all rides, text-to-unlock capability, and a cash payment option.

Lime Access riders do not need a smartphone to take advantage of Lime Access.

We have a dedicated phone number that users can text to automatically unlock a scooter as well as find out information about their account such as their balance, safety tips, and how to reach our Customer Service department. The riders simply text "Unlock XXXXXX" to the number, and the product unlocks. The rider can also text commands such as "Help" or "Account" to get Customer Service assistance.

Finally, **Lime has developed an industry-leading system by which unbanked individuals can access Lime vehicles.** This prepaid system, through which users can load money into an account in small increments, enables cash payments at brick-and-mortar establishments through our partnership with PayNearMe.

To qualify for our Lime Access program, users simply need to demonstrate eligibility or participation in any federal, state or local-level assistance program.

Our simple online application form allows users to upload proof of their participation in any federal, state or local assistance program to qualify. This includes discounted utility bills, food stamps/EBT card, and many more qualifying programs. The Lime Access team reviews and verifies individuals, then sends a welcome email with

further instructions for using our cash payment option as well as our text-to-unlock functionality. More information about Lime Access can be found at <https://www.li.me/community-impact>. Through Lime Access, we are already compliant with the City's Requirements E1 and E2.

We will promote this program through partnerships with the Spokane Regional Health District. By bringing affordable new transportation options to and engaging with disadvantaged communities.

2. MOBILIZATION AND PROGRAM LAUNCH

Lime is fully prepared to launch operations on May 13, 2019. As previously noted, we already have both an Operations Manager and warehouse, the former of which contains a fleet of scooters ready to operate. We anticipate being able to quickly bring back many of the people who made up our team in 2018, as well as to add new team members to provide sufficient staffing. This team would leverage Lime's Respect the Ride template to educate and encourage users of the proper and safe use of their bicycles and scooters, encourage the use of helmets, and define and guide proper parking. We would anticipate launching with approximately the same fleet size and geographic focus as in the 2018 pilot, adding a few neighborhoods, and then would look to strategically expand and experiment with other locations throughout the city. We plan to scale our fleet based on utilization algorithms as well as collaboration with the City. **Among other things, we have begun conversations with STA to pilot parking zones and rebalancing around transit hubs and park and ride lots to provide improved first/last mile access.** We believe collaboration with STA and the Spokane Regional Transportation Council (SRTC) could aid regional mobility efforts beyond Spokane's boundaries at little to no cost to the community. We will also work closely with key partners, from the management of **Kendall Yards** to **members of the Downtown Spokane Partnership** to maximize the value of our products to parking-constrained areas and populations desiring convenient, sustainable transportation options.

3. VEHICLE FLEET

Lime will provide a multimodal micromobility fleet in Spokane. Based on our experience operating bicycles in 2018, Spokane has a strong demand for scooters but, insufficient demand for bicycles to maintain a sustainable program. However, we are willing to provide a 20% bicycle fleet for launch (and the full permit period if required) to collect more data. Lime will launch with 500 total vehicles in the first week (400

scooters, 100 e-bikes). We plan to fulfill the maximum fleet size of 1,500 vehicles for as long as the data supports a fleet of this size (noting seasonal variations in user behavior may affect appropriate winter fleet size). This maximum fleet will consist of primarily scooters but will include the minimum number of e-bikes required by the City. Given the excellent partnership we have had with the City of Spokane, we anticipate an ongoing dialogue with the City to allow reasonable modifications over time to ensure a sustainable and successful shared mobility program for Spokane.

4. INNOVATION AND TECHNOLOGY

Lime is continually innovating around all aspects of our service: hardware, software, operations, and public engagement. We are eager to work with the City of Spokane to address specific concerns or opportunities present in this community, and will continue to leverage our global presence to improve locally. Examples of improvements that are currently being tested include new scooter technology, new approaches to parking guidance, new technologies for identifying and curbing sidewalk riding, and new methods for engaging people who are not following local rules. **We are able to reduce vehicle speeds in selected zones such as Riverside Park, and plan to collaborate with the City based upon limits of that technology and desired outcomes.**

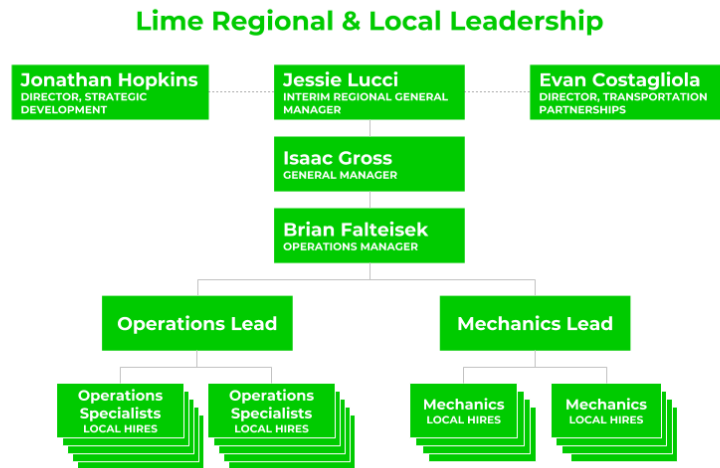
MANAGEMENT PROPOSAL



A. PROGRAM MANAGEMENT

1. PROJECT TEAM STRUCTURE

Lime builds and maintains local teams, led by local Operations Managers, everywhere we operate. In Spokane, our team will be led by Brian Falteisek. Lime anticipates hiring **20 full time local employees** to manage a fleet of up to 1,500 vehicles. Key personnel bios are below; additional hiring will occur after RFP award.



Jessie Lucci, Regional General Manager

Jessie has been with Lime since April 2018. She leads and oversees our local operations efforts in the Western Region and is focused on ensuring operational excellence in every city we operate. Jessie received her BA in Finance & Journalism from Tianjin Foreign Studies University, and her Masters in Integrated Marketing Communication from Northwestern University.

Jonathan Hopkins, Northwest Director of Strategic Development

Jonathan has extensive experience in transportation and government relations. Based out of Seattle, Jonathan joined Lime in January 2019. He and works closely with our government, transit and community partners throughout the Northwest Region. Prior to Lime, he managed operations and government affairs for Uber in Spokane, following by serving as Executive Director of Commute Seattle. Jonathan received his BS in International Relations from the US Military Academy at West Point and his Masters in Security Studies from Georgetown University.

Isaac Gross, Northwest General Manager

Isaac joined Lime in January 2018 and oversees the full operations & expansion in Washington State and Western Canada. Previously, he also managed operations in Oregon and Idaho. He works closely with his peers at HQ and throughout the Northwest Region of the U.S. to deploy best practices and innovative strategies to the local market. Isaac got his BS in Psychology from Brown University and his MBA from London Business School.

Brian Falteisek, Spokane Operations Manager

Brian joined Lime in September 2018, and in the 2018 pilot, he managed Spokane's local operations and its team. He is responsible for safety, repairs, deployment, and overall ridership. In addition to local operations, Brian was part of Seattle's LimePod launch team. Prior to Lime, Brian was the fleet manager for Washington DC's largest bicycle and Segway tour company and has extensive experience in the bicycle and automotive repair industry. Brian got his BA in Political Science from Central Washington University and his MBA from Walden University. Brian was born in Washington and has lived in Spokane for several years.

2. OPERATIONS / INTERNAL CONTROLS / CUSTOMER SERVICE

Please see section "c) Operations" above for a full outline of our daily operational practices, including our approaches to maintenance, inspection, and repair. As noted previously, vehicle life expectations are evolving rapidly as we continue to improve upon our vehicles and maintenance protocols.

Lime supports a 24/7 global rider and community support center, including language support in over 20 languages. Our Support headquarters is based out of our San Francisco headquarters. Support is available through the app and also by email, phone, or text message at 888.546.3345 (888.LIME.345). The easiest way to reach our Support team is directly through our app, which also includes an extensive Help Desk section for easy answers to common questions on the go.

Locally, Lime will hire a Rapid Response team to address customer concerns. This team is typically available for 12 hours each day on weekdays and weekends. Their job is to respond to all customer concerns within 2 hours and help manage, remove and re-park scooters in question. In addition, they proactively monitor the system to identify any issues that may arise.

Our Rider Support organization includes a team called "the Neighborhood Voice," offering in-market support teams to help us stay connected to the community.

We pride ourselves on fast and friendly service for every aspect of a rider's journey from setting up a rider's wallet and billing to completing a trip. Our team's first priority is safety and our special Emergency Response Team (within our Support Operations), works 24/7 to manage our incoming contacts as well as to monitor social media to alert our entire field and local operations to any urgent issue in any market. In addition to our ERT team we offer a full Safety Claims team to handle any incidents from lost personal items, up to and including property or injury incidents.

C. REFERENCES

Lime has quickly become the national leader in dockless mobility. It is through our close collaboration with cities, careful focus on operations, and commitment to high quality scooters that we have had such success around the country and are now operating in more than 100 locations. The references below capture our experience operating shared mobility programs in cities of similar size and scope to Spokane.

PROGRAM TITLE AND DESCRIPTION	CONTACT INFORMATION
Tulsa, Oklahoma, Scooter Share Permit Lime worked hand-in-hand with Tulsa City staff to develop and advance a dock-free mobility permit structure. Lime began service to Tulsa in October and operates a fleet of 400 scooters.	Nick Doctor Chief of Community Development & Policy City of Tulsa, Office of the Mayor 175 East 2nd Street, Suite 1500 Tulsa, OK 74103 918-633-5303 nddoctor@cityoftulsa.org
Lubbock, Texas, Scooter Share Permit Lime was awarded a contract to be the exclusive scooter share provider at the Texas Tech University. We also worked closely with the City of Lubbock to develop and implement a dock-free mobility permit. Lime currently operates more than 1,000 scooters in Lubbock and Texas Tech.	Craig Cotton Transportation Demand Manager Texas Tech University Transportation & Parking Services Box 43161 Lubbock, Texas 79409 806.834.5040 craig.cotton@ttu.edu
City of Tacoma, Washington, Scooter Share Permit In 2018, Lime worked with the City of Tacoma to develop a 60-day pilot to launch 250 vehicles. Lime now operates 500 scooters at no cost to the City. The 60-day pilot has been extended to one year as the city develops permanent regulations. We pay the City a fee of \$14.22 per scooter per year to assist with program management and enforcement. Lime Hero, Lime's donation module, sponsors Downtown on the Go.	Kurtis Kingsolver Public Works Department City of Tacoma 747 Market Street Tacoma, WA 98402 253.591.5380 kkingso@ci.tacoma.wa.us

EXHIBIT C

Shared Mobility Operating Requirements.

Equipment and Safety

Requirement S1: All bicycles used by shared mobility vendors shall meet the standards outlined in the Code of Federal Regulations (CFR) under [Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles](#). Additionally, permitted systems shall meet the safety standards outlined in [ISO 43.150 – Cycles, subsection 4210](#).

Requirement S2: Electric bicycles deployed as part of the Shared Mobility program shall meet the National Highway Traffic Safety Administrations (NHTSA) definition of *low-speed electric bicycles*; and shall be subject to the same requirements as ordinary bicycles (described in Requirement S1). This means that electric bicycles shall have fully operable pedals, an electric motor of less than 750 watts, and a top motor-powered speed of less than 20 miles per hour when operated by a rider weighing 170 pounds.

Electric assist bikes shall comply with the Class 1 definition and requirements of RCW 46.04.169 and RCW 46.61.710.

Additionally, the City reserves the right to terminate the use of electric bicycles under this program if the battery or motor on an electric bicycle is determined by the City to be unsafe for public use.

Requirement S3: All bicycles shall meet the Revised Code of Washington's (RCW) requirements for lights during hours of darkness, described in [RCW 46.61.780](#). This includes a front light that emits white light and a rear red reflector.

Requirement S4: All electric scooters used by shared mobility vendors shall be consistent with current industry standards for dockless e-scooters.

Shared mobility vendors under this program shall comply with any e-scooter standard or regulation enacted or adopted by the State of Washington or federal agency during the course of the contract.

Requirement S5: Electric assist bikes and scooters shall be limited to 15 miles per hour on flat ground. Shared mobility vendors shall utilize geofencing to restrict and reduce speeds in special areas or zones as defined by the City. Examples of special speed zones may include but are not limited to: Riverfront Park, the County Courthouse and Public Safety complex and other large public spaces or zones.

Requirement S6: Shared mobility vendors shall provide a mechanism for customers to notify the company that there is a safety or maintenance issue with the bicycle or scooter.

Requirement S7: Shared mobility vendors shall have visible language that notifies the user that:

1. Helmet use is encouraged by all users.
2. Bicycles and scooters are restricted from using sidewalks in the downtown zone as defined by the City's municipal code.
3. Outside of downtown, bike and scooter riders shall yield to pedestrians on sidewalks.

Requirement S8: Shared mobility vendors agree that the City of Spokane is not responsible for educating users regarding laws and restrictions regarding bicycle and scooter use. Neither is the City responsible for educating users on how to ride or operate a bicycle or scooter. Shared mobility vendors agree to educate users regarding laws applicable to riding and operating a bicycle and scooter in the City of Spokane and Spokane County, to encourage users to wear helmets and to comply with applicable laws.

Requirement S9: Use of shared mobility vehicles shall be limited to adults, 18 years of age or older. Shared mobility vendors shall notify users of this requirement.

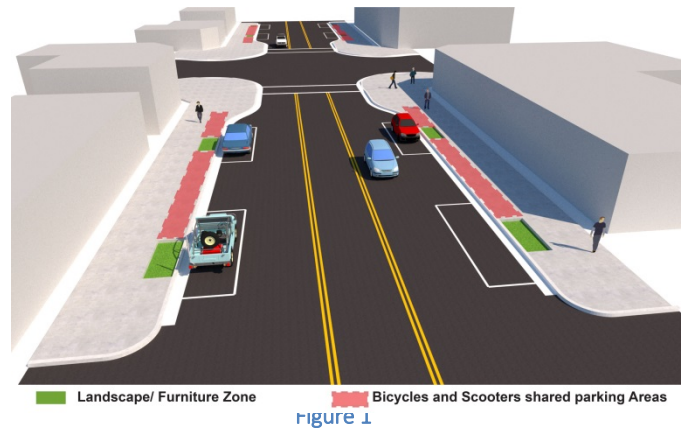
Requirement S10: Use of shared mobility vehicles shall be limited to use by one person; no passengers are permitted.

Requirement S11: Shared mobility vendors shall actively promote proper and safe use and riding behavior for bicycles and scooters and encourage and promote the use of bicycle helmets. Riding behavior education should include the requirement to ride in roadways as opposed to sidewalks in the downtown, yielding to pedestrians, and selection of appropriate parking places. The shared mobility vendor shall encourage helmet use through partnerships and promotions with local bicycle shops, hotels, parks, and bicycle and pedestrian advocacy groups and/or through helmet promotions that provide free or reduced cost helmets to their users. This can be done through giveaways or helmet vending so long as the shared helmets are appropriately inspected and sanitized prior to re-distribution.

Requirement S12: Speed zones shall be administered through geofencing as required by the City. A reduced speed zone shall be administered for Riverfront Park. Electric vehicles shall be limited to 7 miles per hour through the park. Geofence boundaries shall be adjusted such that these limits activate within the park, but do not interfere with travel on adjacent streets.

Parking

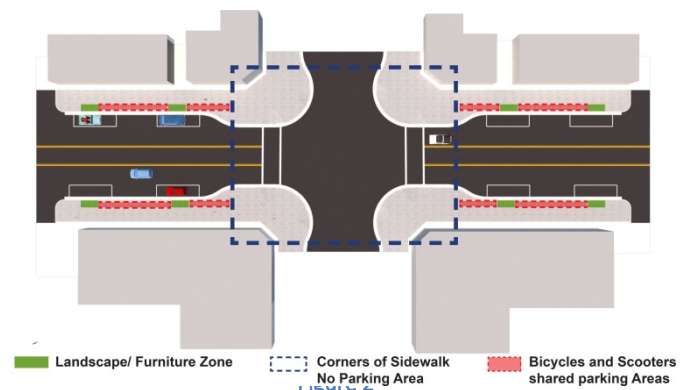
Requirement P1: For dockless shared mobility systems, bicycles and scooters shall be parked in the landscape/furniture zone of the sidewalk, as indicated in Figure 1. Shared mobility vendors shall inform customers regarding appropriate parking behavior and locations. For shared mobility stations that require the installation and maintenance of objects in the right-of-way (ROW), an annual permit is required for every location. The City of Spokane's Developer Services Division will provide guidance on locating shared mobility stations, as well as the additional permits that may be required.



Requirement P2: For shared mobility stations that require the installation and maintenance of objects in the right-of-way (ROW), an annual permit is required for each location. The City of Spokane's Developer Services Division will review and provide guidance on locating shared mobility stations, as well as determine additional permits that may apply.

Requirement P3: Restrictions to allowed parking zones on sidewalks:

1. Bicycles shall not be parked at the corners of sidewalks as indicated in Figure 2.
2. Bicycles and scooters shall not be parked on blocks where the landscape/furniture zone is less than 3 feet wide, or where there is no landscape/furniture zone.
3. On blocks without sidewalks, bicycles may be parked if the public right-of-way if the travel lane(s) and a 6-foot pedestrian clear zone are not impeded.
4. The City reserves the right to determine certain block faces where dockless shared mobility parking is prohibited. The City also retains the right to define limited parking zones near business entrances or bus stops. These zones should be closely monitored and parking re-balanced often if/when vehicles accumulate with regular use. The vendor shall attend to these zones as needed to maintain functional pedestrian access.
5. Bicycles shall not be parked on the sidewalk or street adjacent to or within:
 - a. Parklets and streateries
 - b. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;



- c. Loading zones;
- d. Disabled parking zone;
- e. Street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);
- f. Curb ramps;
- g. Building entryways; and
- h. Driveways.

Requirement P4: These requirements relate to operations within the City of Spokane Right-of-Way. Additional zones may be established; for example, locations within parks, publicly-accessible plazas, on-street parking spaces (bike corrals), off-street parking lots/garages, or campuses. However, permission to do so shall require coordination with the appropriate department, agency, or property owner; and shall be communicated to the customer through signage approved by the respective entity and/or through the mobile and web application.

Requirement P5: The City retains the right to require operators to create geo-fenced stations within certain areas where bicycles and scooters shall be parked.

Requirement P6: Any dockless bicycle or scooter that is parked in one location for more than 7 consecutive days without moving may be removed by City of Spokane crews and taken to a City facility for storage at the expense of the shared mobility operator. The City shall invoice the shared mobility vendor for the vehicle removal and storage expenses.

Requirement P7: All permitted operators shall provide, on every bicycle and scooter, contact information for bicycle and scooter relocation requests.

Requirement P8: Bicycles and scooters shall be upright when parked.

Requirement P9: Any bicycle or scooter that is parked incorrectly shall be re-parked in a correct manner or shall be removed by the shared mobility vendor within the following timeframes:

- 6am to 6pm - within two hours of receiving notice,
- All other times – within 10 hours of receiving notice.

Requirement P10: Bicycles can only be parked on hard surfaces within the landscape/furniture zone (e.g. concrete, asphalt).

Requirement P11: If parking behavior becomes problematic, as deemed by the City, the City retains the right to require the vendor to incentivize proper parking etiquette. This would include the use of geofencing and appropriate signs/markings to highlight appropriate parking locations and promotional information distributed to users to offer discounted rates to be earned by prolonged good behavior.

Operations

Requirement O1: All shared mobility vendors shall have a staffed operations/maintenance center located in the City of Spokane.

Requirement O2: All shared mobility vendors shall have a local manager(s). The vendor shall provide the contact info (cell phone number and e-mail) for the local manager(s) to the City of Spokane program manager.

Requirement O3: All shared mobility vendors shall have a 24-hour customer service phone number for customers to report safety concerns, complaints, or ask questions.

Requirement O4: All shared mobility vendors shall provide the City with a direct contact for vendor staff that are capable of rebalancing bicycles. All permitted vendors shall relocate or rebalance according to the following timeframes:

- 6am to 6pm - within two hours of receiving notice,
- All other times – within 10 hours of receiving notice.

Requirement O5: All shared mobility vendors shall have a performance bond of \$80/bicycle or scooter, with a cap of \$10,000. The form of the bond shall be approved by the City. These funds shall be accessible to the City for future public property repair and maintenance costs that may be incurred, removing, and storing bicycles improperly parked, or if a company is not present to remove bicycles if its permit is terminated. If a permitted operator increases the size of their fleet, the performance bond shall be adjusted appropriately before deploying additional bicycles.

Requirement O6: Any inoperable bicycle or scooter, or any bicycle or scooter that is not safe to operate shall be removed from the right-of-way within 24 hours of notice by any means to the vendor by any individual or entity, and shall be repaired and safety inspected before putting the bicycle or scooter back into revenue service.

Requirement O7: All shared mobility vendor(s) shall have a minimum bicycle and scooter fleet of 500 vehicles; operators shall meet this fleet size within one calendar week of the initial launch date. The maximum fleet size shall be 1,500 vehicles unless otherwise approved in writing by the City. The vehicle fleet shall include a minimum daily average of 50 bicycles in operation, measured on a weekly basis.

Weather conditions permitting, the vendor shall maintain the minimum fleet size from March 15th through November 15th. Fleet size may be reduced from November 15th through March 15th; vehicles should be deployed during this time period when weather and street conditions allow. Re-introduction after winter closures shall be done only with approval from the City.

Requirement O8: The City may determine additional or altered permit conditions based on data received as part of the data sharing requirements specified below.

Requirement O9: Every bicycle and scooter shall have a unique identifier that is visible to the user on the bicycle.

Requirement 10: Shared mobility vendors shall have a process in place to handle and address property damage claims and complaints related to operation of their shared mobility vehicles. Shared mobility vendors shall provide contact information to the City for vendor staff responsible for addressing

property damage issues.

Requirement O11: If the City incurs any costs addressing or abating any violations of these requirements, or incurs any costs of repair or maintenance of public property, upon receiving written notice of the City costs, the permitted operator shall reimburse the City for such costs within thirty days.

Requirement O12: The City reserves the right to terminate a shared mobility vendor's participation in the program at any time and require that the entire fleet of bicycles be removed from Spokane streets. The decommissioning shall be completed within 5 days unless a different time period is determined by the City.

Special Events and Standing Weather Conditions

Requirement SS1: All permitted shared mobility vendors shall coordinate and cooperate with City staff regarding operations during special events. Special events may include but are not limited to: Bloomsday, Hoopfest, Lilac Day Parade, Pigout in the Park. During special events, shared mobility vehicle placement, parking and use may be prohibited or restricted within or near the location of the special event as defined by the City. Shared mobility vendors shall provide adequate staffing during the special events to comply with the restrictions, rebalancing or removing vehicles as needed. When feasible, shared mobility vendors may be required to establish special geofenced boundaries that make the vehicles inoperable or operate at reduced speeds within or near the defined special event zone. Shared mobility vendors shall coordinate with City staff and special event organizers to identify and establish designated parking locations outside of the event zone for the parking of shared mobility vehicles.

Requirement SS2: Shared mobility vehicles shall be removed from city streets during snowy or icy weather conditions and in advance of anticipated significant weather events. Vehicles shall not be returned to operation until snow and ice have dissipated by natural means. This will be substantiated by melted/thawed conditions with temperatures above freezing for the duration of the time between 6:00 a.m. and 9:00 p.m. and which will allow safe usage of bicycles and scooters. During City declared weather or snow emergencies, shared mobility vendors shall remove all vehicles from the public right-of-way within 4 hours.

Data Sharing

Requirement DS1: The shared mobility vendor shall make data available to the City that is compliant with the Mobility Data Specification (MDS) format. The data shall be made available to the City, at a minimum, on a weekly basis.

Requirement DS2: The shared mobility vendor shall make available to City staff a 'data dashboard' that provides access to data that is updated on a daily basis. The minimum basic data provided and available for viewing should include:

- Number of each vehicle (bicycle and scooters) deployed
- Number of rides/trips
- Average trip length
- Average trip distance

Requirement DS3: All permitted vendors shall cooperate with the City in the distribution of customer surveys related to shared mobility through notifications and links on the vendors application and through e-mail notification of vendor's customers.

Requirement DS4: All permitted vendors shall keep a record of maintenance activities, including but not limited to bicycle and scooter identification number and maintenance performed. These records shall be sent to the City monthly.

Requirement DS5: All permitted vendors will keep a record of reported collisions. These records will be sent to the City monthly.

Requirement DS6: All permitted vendors agree to the City using a third-party consultant or researcher for evaluation of shared mobility. Data will be shared with the City's consultant or third-party researcher only for the purposes of evaluation and/or enforcement of the requirements in this permit.

Equity

Requirement E1: Shared mobility vendors shall implement and maintain a program that allows for use of bikes/scooters without a smart phone app.

Requirement E2: Shared mobility vendors shall implement and maintain a program that allows for cash payment to use shared mobility through programs and partnerships such as PayNearMe.

Requirement E3: Shared mobility vendors shall publicize and promote available equity programs.

Fees and Donations

Requirement F1: Shared Mobility vendors shall pay applicable fees as noted in the City's shared mobility contract and associated fee schedule.

Requirement F2: Any fees arising from the need for City crews to relocate or remove bicycles from any location where a bicycle is prohibited under this permit shall equal the City crews' hourly rate plus fifteen percent.

Requirement F3: Shared Mobility vendors shall administer a donation program that allows users to donate to a designated local non-profit organization through the smart phone app.

Enforcement

Requirement EE1: Retro-reflective permit stickers with unique identification numbers will be affixed to every vehicle by the shared mobility vendor. The City will provide the vendor with details for the sticker format and design, and the vendor will print and affix the stickers on the front of each vehicle. The City may change the sticker format at any time. Permittees are responsible for: 1. Printing each reflective sticker; 2. Affixing stickers on each shared vehicle in operation; 3. Destroying permit stickers of vehicles no longer in operation in Spokane; 4. Affixing stickers on the front of the steering column, facing forward, clearly visible to observers; and 4. Replacing stickers when damaged and illegible.

Requirement EE2: Failure of vendor or shared vehicle users to comply with parking requirements specified in this document, including Requirements P1 through P11, will be subject to a fee of \$15 per offense, applied to the vendor. The City will document parking violations and invoice the vendor monthly for total fees. It is required that, when possible based on trip data and time-stamped photographic documentation of each parking violation, the shared mobility vendor pass this fee directly to the offending user. Any fee must be paid in full by the vendor within the time ordered and under the terms and conditions specified. If the payment is not made or the required conditions are not met, the fee may result in a permit suspension, which will take effect immediately upon the deadline given for payment of the fee. The suspension will remain in effect until the fee is paid in full and all required conditions are met.

Requirement EE3: Failure of shared vehicle users to comply with operational requirements specified in Spokane Municipal Code (SMC) Section 16A.61.787 – Sidewalk Riding, and Parking, SMC Section 16A.62.020 – Duty to Obey Rules of the Road is subject fines consistent with the Penalty Schedule under Spokane Municipal Code. Penalties will be applied directly by the City to users, per violation. Vendor must distribute notifications, warnings and suspend users' accounts for any documented occurrences of non-compliant behavior. City shall provide the Vendor with a list of users who have been issued fines on a quarterly basis. Vendor shall submit a quarterly report to the City listing notifications, warnings, and suspensions delivered to users on a quarterly basis. Vendor shall suspend users who incur three documented violations of Spokane Municipal Code occurring at any time within the operating season.

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

05/03/2021

Date Rec'd

4/22/2021

Clerk's File #

OPR 2020-0449

Renews #**Cross Ref #**

RES 2020-0028

Submitting DeptINTEGRATED CAPITAL
MANAGEMENT**Contact Name/Phone**

KEVIN PICANCO 625-6088

Project #

2017141

Contact E-Mail

KPICANCO@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

4250-WILSON & COMPANY SOLE SOURCE RESOLUTION SECOND AMENDMENT

Agenda Wording

Second Amendment for Wilson & Company's Contract for additional cost to complete BNSF inspection work associated with COS - Regal/Cleveland/Grace Water & Sewer replacement project.

Summary (Background)

This Second Amendment is to cover expected remaining Wilson and BNSF inspection costs. The amendment is \$10,600.00 for remaining inspection; revised contract total is \$149,260.00.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 10,600.00

Various

Select \$

#

Select \$

#

Select \$

#

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

MILLER, KATHERINE E

Study Session\Other

PIES 4/26/21

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FEIST, MARLENE

Council Sponsor

Beggs

Finance

KECK, KATHLEEN

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Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	NSC – City Utility Relocations - Wilson & Company Contract
Date:	4/26/21
Author (email & phone):	kpicanco@spokanecity.org, (509) 625-6088
City Council Sponsor:	Council President Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan, 6-Year Wastewater & Stormwater Utility Program
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	2 nd Amendment for Wilson & Company's Contract for additional cost to complete BNSF inspection work associated with COS - Regal/Cleveland/Grace Water & Sewer replacement project

Background/History:

On Monday May 11, 2020, Council approved the declaration of Wilson & Company as a sole source provider and authorizing contract and the expenditure of approximately \$91,080 for BNSF Inspection services associated with the Rowan Force Main project without public bidding.

The contract was amended in Sept., 2020 to cover a second City of Spokane project, the NSC - Regal, Cleveland, Grace, Green, Jackson, Ralph Water & Sewer Replacements and Casings project, with the same BNSF inspection requirements to be conducted by Wilson & Company.

This 2nd amendment covers Wilson costs to complete the remainder of inspection activities.

The 2nd amendment amount is \$10,600; the revised total contract amount is \$149,260.

WSDOT will reimburse the City for the costs incurred for Wilson inspection services utilizing the executed WSDOT/COS GCB 3086 Task Order AJ.

Executive Summary:

- *Wilson & Company sole source resolution was approved by Council on Monday May 11, 2020 for inspection services associated with the NSC Rowan Force Main project*
- *A contract amendment was approved by Council on Sept. 14, 2020 to cover a 2nd project, the NSC – Regal, Cleveland, Grace, Green, Jackson, Ralph Water & Sewer Replacements and Casings project, with the same BNSF inspection requirements*
- *A 2nd amendment is necessary to cover expected remaining Wilson/BNSF inspection costs*
- *This 2nd amendment is \$10,600 for remaining inspection; revised contract total: \$149,260*
- *WSDOT will reimburse the City for the costs incurred*

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:



City of Spokane

CONTRACT AMENDMENT

Title: **ON CALL INSPECTION SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WILSON & COMPANY**, whose address is 4401 Masthead Street, Suite 150, Albuquerque, New Mexico 87109 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 perform On-Call inspection services for NSC as required by BNSF Railroad; and

WHEREAS, additional time and funds have 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 June 16, 2020 and June 17, 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 shall become effective on March 1, 2021.

3. AMENDMENT.

The original Contract is amended to include additional time and work as required.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **TEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$10,600.00)** 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.

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.

WILSON & COMPANY

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

21-060

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

05/03/2021

Date Rec'd

4/21/2021

Clerk's File #

OPR 2019-0777

Renews #**Cross Ref #****Submitting Dept**

CITY ATTORNEY

Contact Name/Phone

MIKE ORMSBY 6287

Project #**Contact E-Mail**

MORMSBY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR22559

Agenda Item Name

0500 SPECIAL COUNSEL CONTRACT AMENDMENT

Agenda Wording

K&L Gates was hired as Outside Special Counsel providing legal advice and counsel to the City regarding energy productions and sales, renewable energy initiatives and options. Additional funds are necessary to continue this work.

Summary (Background)

Contract amendment for \$55,000.00 with contract total of \$165,000.00.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 27,500

4490-44100-37148-54201-99999

Expense \$ 27,500

4100-42460-34148-54201-99999

Select \$

#

Select \$

#

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

PICCOLO, MIKE

Study Session\Other4/19/21 Finance
Committee**Division Director****Council Sponsor**

C.P. Beggs

Finance

BUSTOS, KIM

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kbrooks@spokanecity.org

jsalstrom@spokanecity.org



City of Spokane
**OUTSIDE COUNSEL
CONTRACT AMENDMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **K&L GATES, LLP**, whose address is 925 Fourth Avenue, Suite 2900, Seattle, Washington 98104-1158, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide legal advice and counsel to the City regarding energy productions and sales, renewable energy initiatives and options; and

WHEREAS, additional funds are necessary, 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 September 5, 2019 and September 12, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

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

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00)** for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED SIXTY FIVE THOUSAND AND NO/100 DOLLARS (\$165,000.00)**.

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.

K&L GATES, LLP

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

21-056


Agenda Sheet for City Council Meeting of:

03/01/2021

Date Rec'd	1/20/2021
Clerk's File #	OPR 2019-0777
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR22298

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	MIKE ORMSBY 6287
Contact E-Mail	MORMSBY@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0500 SPECIAL COUNSEL CONTRACT AMENDMENT

Agenda Wording

K&L Gates was hired as Outside Special Counsel providing legal advice and counsel to the City regarding energy productions and sales, renewable energy initiatives and options. Additional funds are necessary to continue this work.

Summary (Background)

This contract amendment is for \$30,000 with a contract total of \$110,000.00.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 15,000.00

Expense \$ 15,000.00

Select \$

Select \$

Budget Account

4490-44100-37148-54201-99999

4100-42460-34148-54201-99999

#

#

Approvals

Dept Head PICCOLO, MIKE

Division Director

Finance BUSTOS, KIM

Legal PICCOLO, MIKE

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Purchasing

Council Notifications

Study Session\Other 1/25/21 PIES

Council Sponsor C.P. Beggs

Distribution List

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sburns@spokanecity.org, colsen@spokanecity.org

kbrooks@spokanecity.org

jsalstrom@spokanecity.org

Approved by Spokane City Council
on: 03/01/2021

DocuSigned by:

CC56CBA4DCC84D6...

City Clerk

City Clerk's No. 2019-0777



City of Spokane
**OUTSIDE COUNSEL
CONTRACT AMENDMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **K&L GATES, LLP**, whose address is 925 Fourth Avenue, Suite 2900, Seattle, Washington 98104-1158, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide legal advice and counsel to the City regarding energy productions and sales, renewable energy initiatives and options; and

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1. CONTRACT DOCUMENTS.

The Contract, dated September 5, 2019 and September 12, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

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

3. COMPENSATION.

The City shall pay an additional amount not to exceed **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)** for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$110,000.00)**.

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.

K&L GATES, LLP

DocuSigned by:
By Eric Freedman
Signature 77470A448... Date 3/3/2021

Eric Freedman
Type or Print Name

Partner
Title

Attest:

DocuSigned by:
Lina K. Kofke
City Clerk C66CB44DCC84D6...

CITY OF SPOKANE

DocuSigned by:
By Nadine Woodward
Signature 8993E7EC71D4A0... Date 3/4/2021

Nadine Woodward
Type or Print Name

Mayor
Title

Approved as to form:

DocuSigned by:
Mike Piccolo
Assistant City Attorney 1993E7EC71D4A0...

U2020-0116

DS



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

05/03/2021

Date Rec'd

4/21/2021

Clerk's File #

OPR 2021-0288

Renews #**Submitting Dept**

ENGINEERING SERVICES

Contact Name/Phone

DAN BULLER 625-6391

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0370 – LOW BID AWARD – NATIONAL NATIVE AMERICAN CONSTRUCTION

Cross Ref #**Project #**

2020101

Bid #**Requisition #**

CR#22522

Agenda Wording

Low Bid of National Native American Construction, Inc., (NNAC) of Coeur d'Alene, ID for the Highway 902 Transmission Main Replacement in the amount of \$567,765.00. An administrative reserve of \$56,776.50, which is 10% of the contract price, will be

Summary (Background)

On April 5, 2021 bids were opened for the above project. The low bid was from NNAC in the amount of \$567,336.00, which is \$30,429.00 - 5.63% over the Engineer's Estimate; two other bids were received as follows: LaRiviere Inc., - \$613,709.00 and J7 Contracting Inc., - \$781,689.40.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 567,765.00

4250 47110 94340 56501 15822

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

Study Session\Other

UE 4/12/21

Division Director

FEIST, MARLENE

Council Sponsor

Beggs

Finance

KECK, KATHLEEN

Distribution List**Legal**

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eraea@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

Additional Approvals

kgoodman@spokanecity.org

Purchasing

WAHL, CONNIE

dbuller@spokanecity.org

aduffey@spokanecity.org

mdoval@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

set aside. (West Hills Neighborhood Council)

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Urban Experience

Division & Department:	Public Works, Engineering
Subject:	Hwy 902 Water Transmission Relocation
Date:	4-12-21
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History: <ul style="list-style-type: none"> The City installed the 36" main on Hwy 902 (Medical Lake Hwy) in 2008 as a redundant source of supply for FAFB. Since that time, Medical Lake has connected to this main as an emergency intertie. DOT recently installed two roundabouts at this location as shown on the exhibits below. One of those roundabout sits atop the 36" transmission main. 	
Executive Summary: <ul style="list-style-type: none"> DOT believes it would be difficult to detour traffic around the roundabout in the event the water department, at some future date, needed to make repairs to that portion of the water main in the roundabout. DOT is therefore willing to pay to reroute the 36" main to the north of the roundabout. At the same time, the City proposes to install a parallel 12" distribution main since the cost of installing this main at the same time as the 36" will be less than as a standalone project later. This 12" distribution main serves parcels within the city's retail water service area, within the UGA and within the West Plains PDA. Construction is planned for 2021. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City of Spokane

PUBLIC WORKS CONTRACT

Title: **HIGHWAY 902 TRANSMISSION
MAIN RELOCATION**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **NATIONAL NATIVE AMERICAN CONSTRUCTION, INC.**, whose address is 3901 North Schreiber Way, Coeur d'Alene, Idaho 83815 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **HIGHWAY 902 TRANSMISSION MAIN RELOCATION.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2020, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in the attached Bid Tab document for the actual quantities furnished for each bid item.

7. TAXES. Bid items shall not include sales tax.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department – Construction Management, 1225 East Marietta Avenue, Spokane, Washington 99207-2751. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the

number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

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

15. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;

- e. An elevator contractor license, if required by Chapter 70.87 RCW.
 - 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- C. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars (\$600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.
- 1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
 - 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
 - 3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.
17. 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 Contractor 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 Contractor.
18. EXECUTIVE ORDER 11246.
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex 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.
 - B. 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 or national origin.
 - C. The Contractor will send each labor union, or representative of workers with which it has a

collective bargaining contract 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 No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 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 its 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.
- F. In the event of the Contractor's noncompliance 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 No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G 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 No. 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 the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

20. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

21. 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.

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

23. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
24. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
25. AUDIT / RECORDS. The Contractor 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 Contractor 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.
26. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor 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 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.
27. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.
28. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
29. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
30. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.
31. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

**NATIONAL NATIVE AMERICAN
CONSTRUCTION, INC.**

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Contract:

Payment Bond
Performance Bond
Exhibit A – Certification Regarding Debarment

21-068

PAYMENT BOND

We, **NATIONAL NATIVE AMERICAN CONSTRUCTION, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FIVE HUNDRED SIXTY SEVEN THOUSAND SEVEN HUNDRED SIXTY FIVE AND NO/100 DOLLARS (\$567,765.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **HIGHWAY 902 TRANSMISSION MAIN RELOCATION**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation... Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

NATIONAL NATIVE AMERICAN
CONSTRUCTION, INC.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

[illegible]

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that he/she was
authorized to sign the document and acknowledged it as the agent or representative of the
named surety company which is authorized to do business in the State of Washington, for the
uses and purposes therein mentioned.

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **NATIONAL NATIVE AMERICAN CONSTRUCTION, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FIVE HUNDRED SIXTY SEVEN THOUSAND SEVEN HUNDRED SIXTY FIVE AND NO/100 DOLLARS (\$567,765.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **HIGHWAY 902 TRANSMISSION MAIN RELOCATION**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

NATIONAL NATIVE AMERICAN
CONSTRUCTION, INC.
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that
he/she was authorized to sign the document and acknowledged it as the agent or representative of
the named Surety Company which is authorized to do business in the State of Washington, for the
uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

EXHIBIT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

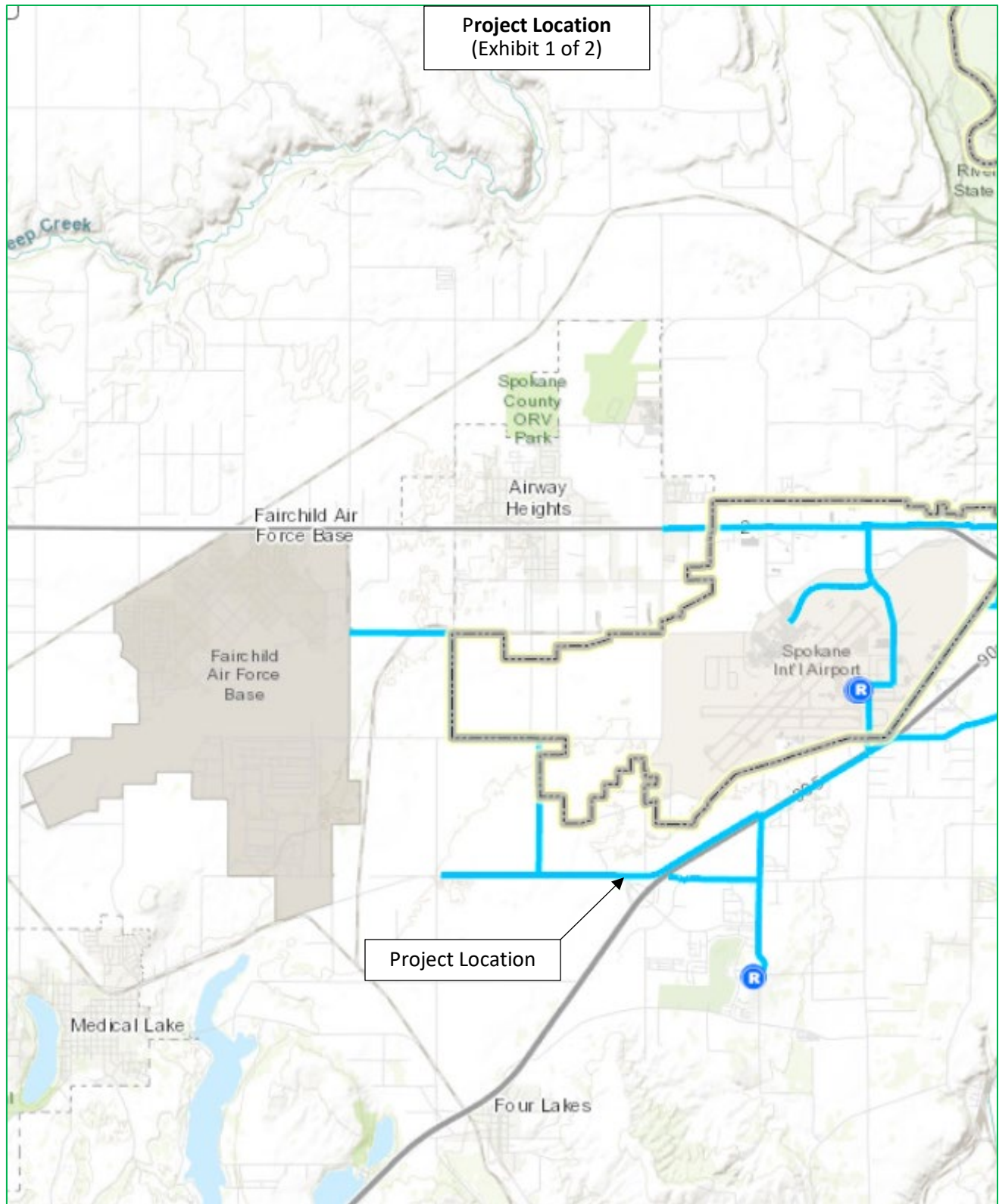
1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions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

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

Project Location
(Exhibit 1 of 2)



Project Location
(Exhibit 2 of 2)

Water main re-route
Dashed light blue is 36" T-main
Dashed dark blue is 12" distribution





10369

Bid Category:

Project: 2020101 - Hwy 902
Transmission Main Relocation

Bid Due: 4/7/2021 7:14:00 AM

Project Manager:

Bid Category: Project: 2020101 - Hwy 902 Transmission Main Relocation Bid Due: 4/7/2021 7:14:00 AM Project Manager:				1	\$567,765.00	2	\$613,709.00	3	\$781,689.40
<u>Budget</u>	<u>Savings/(Overrun) off Low Bid</u>	<u>% of Budget</u>	Buyout off Low Bid:			8 %	\$45,944.00	38 %	\$213,924.40
\$536,836.00	(\$30,929.00)	6 %	Buyout of Next Rank:					27 %	\$167,980.40
				NATIONAL NATIVE AMERICAN CONSTRUCTION INC		LARIVIERE INC		J7 CONSTRUCTION INC	
Base Bid				\$567,765.00		\$613,709.00		\$781,689.40	
Scope of Work									
<u>Item</u>	<u>Description</u>								
007803	1071010 REIMBURSEMENT OF THIRD PARTY DAMAGE EST Taxable			\$1.00		\$1.00		\$1.00	
007804	1071020 SPCC PLAN LS Taxable			\$665.00		\$1,629.00		\$1,200.00	
007806	1071040 POTHOLING EA Taxable			\$1,096.00		\$425.00		\$3,600.00	
007809	1071070 CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS LS Taxable			\$3,720.00		\$4,074.00		\$7,200.00	
007821	1091000 MOBILIZATION LS Taxable			\$50,621.00		\$47,357.00		\$48,000.00	
007827	1101000 PROJECT TEMPORARY TRAFFIC CONTROL LS Taxable			\$11,480.00		\$4,875.00		\$7,200.00	
007848	2011000 CLEARING AND GRUBBING LS Taxable			\$12,220.00		\$3,392.00		\$6,000.00	
007862	2021000 REMOVAL OF STRUCTURE AND OBSTRUCTION LS Taxable			\$22,265.00		\$52,268.00		\$12,000.00	
009469	2021151 SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR LFI Taxable			\$1,548.00		\$1,500.00		\$4,320.00	
007966	4041020 CRUSHED SURFACING BASE COURSE CY Taxable			\$1,554.00		\$126.00		\$115.20	
008052	5041146 HMA FOR PAVEMENT REPAIR CL. 3/8 IN. VERY HEAVY TRAFFIC, 8 INCH THICK SY Taxable			\$5,185.00		\$7,820.00		\$16,279.20	
008073	5041320 PAVEMENT REPAIR EXCAVATION INCL. HAUL SY Taxable			\$2,533.00		\$918.00		\$816.00	
008123	6021030 COMMERCIAL CONCRETE CY Taxable			\$435.00		\$1,461.00		\$1,800.00	
008573	7081010 REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL CY Taxable			\$3,420.00		\$3,610.00		\$3,420.00	
008574	7081011 REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL CY Taxable			\$4,370.00		\$5,700.00		\$4,104.00	
008575	7081020 IMPORTED BACKFILL CY Taxable			\$18,745.00		\$19,560.00		\$23,472.00	
008576	7081030 TRENCH SAFETY SYSTEM LS Taxable			\$3,500.00		\$1,423.00		\$1,200.00	
008649	7091008 DI PIPE FOR WATER MAIN 36 IN. DIA. LF Taxable			\$331,867.20		\$342,020.00		\$401,016.00	

Bidders: 3

Bids Rec'd: 3

Avg: \$654,387.80

Hi: \$781,689.40

Lo: \$567,765.00



10369

008645	7091004 DI PIPE FOR WATER MAIN 12 IN. DIA. LF Taxable	\$58,552.80	\$70,680.00	\$190,836.00
008675	7091048 POLYETHYLENE WRAP FOR 36 IN. DIA. PIPE LF Taxable	\$2,940.00	\$5,880.00	\$8,937.60
008671	7091044 POLYETHYLENE WRAP FOR 12 IN. DIA. PIPE LF Taxable	\$1,395.00	\$3,255.00	\$6,807.60
008683	7091063 BLOWOFF ASSEMBLY (Y-105) EA Taxable	\$10,608.00	\$12,848.00	\$17,320.80
008872	8011000 ESC LEAD LS Taxable	\$700.00	\$1,587.00	\$3,600.00
008885	8011130 STREET CLEANING HR Taxable	\$5,175.00	\$14,400.00	\$5,940.00
008984	8021260 HYDROSEEDING SY Taxable	\$11,744.00	\$5,505.00	\$4,404.00
009248	8221040 PAVEMENT MARKING – DURABLE SF Taxable	\$1,425.00	\$1,395.00	\$2,100.00
Leveled Bid Total		\$567,765.00	\$613,709.00	\$781,689.40

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

05/03/2021

Date Rec'd

4/21/2021

Clerk's File #

OPR 2021-0289

Renews #**Cross Ref #****Submitting Dept**

ENGINEERING SERVICES

Contact Name/Phone

DAN BULLER 625-6391

Project #2019064, 2019065
AND 2019066**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR# 22556

Agenda Item Name

0370 – LOW BID AWARD – WILLIAM WINKLER COMPANY

Agenda Wording

Low Bid of William Winkler Company of Newman Lake, WA for the Cycle 8 (2019) School Safety in the amount of \$1,476,895.60. An administrative reserve of \$147,689.56, which is 10% of the contract price, will be set aside. (Various Neighborhood Council

Summary (Background)

On April 19, 2021 bids were opened for the above project. The low bid was from William Winkler Company in the amount of \$1,476,895.60, which is \$78,659.95 or 5.06% under the Engineer's Estimate; three other bids were received as follows: Bacon Concrete Inc., - \$1,599,466.70, Cameron-Reilly LLC - \$1,830,380.00 and LaRiviere Inc., - \$2,117,498.75.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 792,199.33

1380 24105 95300 56501 21010

Expense \$ 309,634.81

1380 24106 95300 56501 21010

Expense \$ 522,751.02

1380 24107 95300 56501 21010

Select \$

#

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

TWOHIG, KYLE

Study Session\Other

UE 11/9/2020

Division Director

FEIST, MARLENE

Council Sponsor

Beggs

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

eraea@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

Additional Approvals

kgoodman@spokanecity.org

Purchasing

PRINCE, THEA

dbuller@spokanecity.org

aduffey@spokanecity.org

Briefing Paper

Urban Experience

Division & Department:	Public Works, Engineering
Subject:	School Safety (Cycle 8)
Date:	11-9-20
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street plan.
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History: <ul style="list-style-type: none"> In cycles 7 and earlier, the traffic calming and school safety projects were rolled together into a single bid package. With the recent efforts by the council subcommittee to separate the accounting for the traffic calming and school safety projects, they are now being bid as separate projects. This project is funded school by speed radar tickets. 	
Executive Summary: <ul style="list-style-type: none"> The project has components throughout the city – refer to attached exhibit. Project components include sidewalk infill, curb ramps, rapid flashing beacons, 20 mph when flashing signs and similar project elements. Refer to the attached exhibits for more information. Note that this project was delayed due to budget uncertainty associated with Covid-19 (i.e., driving was reduced during the 2nd quarter and, as a consequence, so was school speed radar ticket revenue). 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Project Description

DISTRICT 1 - 2019064

CIVIL

- D1-1a - PERRY STREET - EMPIRE AVE. TO 600' NORTH (SIDEWALK)
- D1-1b - PERRY STREET - 500' N. OF WALTON AVE. TO 200' N. OF LACROSSE AVE. (SIDEWALK)
- D1-1c - PERRY STREET - 200' N. OF LACROSSE AVE. TO 110' N. OF RICH AVE. (SIDEWALK)
- D1-1d - PERRY STREET - 110' N. OF RICH AVE. TO HEROY AVE. (SIDEWALK)
- D1-2 - WELLESLEY AVENUE & HELENA STREET - INTERSECTION (RRFB & 20 WHEN FLASHING)
- D1-3a - PITTSBURG STREET - QUEEN AVE. TO 60' N. OF CROWN AVE. (SIDEWALK)
- D1-3b - PITTSBURG STREET - 60' N. OF CROWN AVE. TO EVERETT AVE. (SIDEWALK)
- D1-4a - WEILE AVENUE - PITTSBURG ST. TO 410' NORTH (SIDEWALK)
- D1-4b - WEILE AVENUE - 410' N. OF PITTSBURG ST. TO CRESTLINE ST. (SIDEWALK)

TRAFFIC

- T1-1 - SIGNING & STRIPING - PERRY ST. - EMPIRE AVE. TO LONGFELLOW AVE.
- T1-2 - SIGNING & STRIPING - PITTSBURG ST. - QUEEN AVE. TO EVERETT AVE.
- T1-3 - RRFB, 20 WHEN FLASHING & SIGNING & STRIPING - WELLESLEY AVE. - ROGERS HIGH SCHOOL.
- T1-4 - 20 WHEN FLASHING - WELLESLEY AVE. - ROGERS HIGH SCHOOL.
- T1-5 - RRFB AND 20 WHEN FLASHING - FRANCIS AVE. - ARLINGTON ELEMENTARY
- T1-6 - RRFB AND 20 WHEN FLASHING - SPRAGUE AVE. - PRIDE PREP
- T1-7 - STRIPING DETAILS

DISTRICT 2 - 2019065

GENERAL

- G2-1 - COVER SHEET, INDEX, VICINITY MAP

CIVIL

- D2-1 - GARFIELD ROAD - 23RD AVE. TO 24TH AVE. (SPEED HUMP)
- D2-2 - THOR STREET - 22nd AVE. TO 21st AVE. (SIDEWALK)
- D2-3a - 23rd AVENUE - THOR ST. TO MID-BLOCK (SIDEWALK)
- D2-3b - 23rd AVENUE - MID-BLOCK TO FREYA ST. (SIDEWALK)

TRAFFIC

- T2-1 - SIGNING & STRIPING - THOR ST. & 23RD AVE. - LINCOLN HEIGHTS ELEMENTARY
- T2-2 - 20 WHEN FLASHING - 37TH AVE. & REGAL ST. - FERRIS HIGH SCHOOL
- T2-3 - 20 WHEN FLASHING - WASHINGTON ST. - LEWIS & CLARK HIGH SCHOOL
- T2-4 - STRIPING DETAILS

DISTRICT 3 - 2019066

GENERAL

- G3-1 - COVER SHEET, INDEX, VICINITY MAP

CIVIL

- D3-2 - ROWAN AVENUE - HOWARD ST. TO STEVENS ST. (SIDEWALK)
- D3-1a - WHITEHOUSE AVENUE SIDEWALK - FRANKLIN PARK SIDEWALK PLAN & PROFILE (SIDEWALK)
- D3-1b - WHITEHOUSE AVENUE (FRANKLIN PARK) - QUEEN AVE. TO STA. 5+25
- D3-1c - WHITEHOUSE AVENUE (FRANKLIN PARK) - STA. 5+25 TO STA. 11+83.50
- D3-1d - WHITEHOUSE AVENUE (FRANKLIN PARK) - STA. 11+83.50 TO ROWAN ST.

TRAFFIC

- T3-1 - SIGNING & STRIPING - WHITEHOUSE ST. & ROWAN AVE. - MADISON ELEMENTARY
- T3-2 - 20 WHEN FLASHING - ALBERTA ST. - SALK MIDDLE SCHOOL
- T3-3 - 20 WHEN FLASHING - ASH ST. - SHADLE HIGH SCHOOL
- T3-4 - 20 WHEN FLASHING - MAXWELL AVE. - NORTH CENTRAL HIGH SCHOOL
- T3-5 - 20 WHEN FLASHING - HOWARD ST. - NORTH CENTRAL HIGH SCHOOL
- T3-6 - STRIPING DETAILS



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

Project Number: 2019064

Project Description Cycle 8 (2019) School Safety

Funding Source Local

Preparer Jonathan Adams

Original Date 3/25/2021 2:32:20 PM

Update Date 4/19/2021 2:29:10 PM

Addendum

<i>Project Number:</i> 2019064			<i>Engineer's Estimate</i>		William Winkler Company		Bacon Concrete Inc		Cameron-Reilly	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

Schedule Description					Tax Classification					
Schedule 01 SIDEWALK, STREET IMPROVEMENTS					Sales tax shall be included in unit prices					
101	ADA FEATURES SURVEYING	1 LS	*****	9,000.00	*****	12,450.00	*****	10,800.00	*****	10,000.00
102	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
103	SPCC PLAN	1 LS	*****	1,000.00	*****	534.50	*****	1,500.00	*****	750.00
104	POTHOLING	46 EA	400.00	18,400.00	284.00	13,064.00	200.00	9,200.00	400.00	18,400.00
105	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	8,000.00	*****	21,150.00	*****	21,000.00	*****	8,000.00
106	MOBILIZATION	1 LS	*****	157,049.55	*****	97,533.00	*****	120,000.00	*****	85,250.00
107	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 1	1 LS	*****	29,000.00	*****	40,000.00	*****	30,000.00	*****	42,250.00
108	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 2	1 LS	*****	32,000.00	*****	25,000.00	*****	30,000.00	*****	15,000.00
109	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 3	1 LS	*****	22,000.00	*****	25,000.00	*****	30,000.00	*****	30,000.00
110	SPECIAL SIGNS	13 SF	20.00	260.00	220.50	2,866.50	30.00	390.00	100.00	1,300.00
111	SEQUENTIAL ARROW SIGN	650 HR	5.00	3,250.00	9.70	6,305.00	4.00	2,600.00	2.00	1,300.00
112	PORTABLE CHANGEABLE MESSAGE SIGN	1200 HR	7.00	8,400.00	4.05	4,860.00	6.00	7,200.00	2.25	2,700.00
113	CLEARING AND GRUBBING	1 LS	*****	4,000.00	*****	34,595.00	*****	10,000.00	*****	75,000.00
114	TREE ROOT TREATMENT	47 EA	725.00	34,075.00	809.50	38,046.50	800.00	37,600.00	1,000.00	47,000.00

<i>Project Number:</i> 2019064			<i>Engineer's Estimate</i>		William Winkler Company		Bacon Concrete Inc		Cameron-Reilly	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> SIDEWALK, STREET IMPROVEMENTS					Sales tax shall be included in unit prices					
115	TREE PROTECTION ZONE	83 EA	275.00	22,825.00	243.00	20,169.00	255.00	21,165.00	300.00	24,900.00
116	REMOVE TREE, CLASS I	4 EA	1,200.00	4,800.00	529.00	2,116.00	1,800.00	7,200.00	700.00	2,800.00
117	REMOVE TREE, CLASS II	2 EA	2,500.00	5,000.00	1,943.00	3,886.00	2,000.00	4,000.00	2,500.00	5,000.00
118	TREE PRUNING	86 EA	250.00	21,500.00	324.00	27,864.00	260.00	22,360.00	425.00	36,550.00
119	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	4,000.00	*****	1,684.00	*****	20,000.00	*****	18,000.00
120	REMOVE EXISTING CURB	2800 LF	8.00	22,400.00	4.95	13,860.00	15.00	42,000.00	12.00	33,600.00
121	REMOVE EXISTING CURB AND GUTTER	50 LF	13.00	650.00	6.65	332.50	15.00	750.00	25.00	1,250.00
122	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	900 SY	20.00	18,000.00	17.60	15,840.00	16.00	14,400.00	20.00	18,000.00
123	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	5 EA	800.00	4,000.00	1,216.00	6,080.00	500.00	2,500.00	1,000.00	5,000.00
124	SAWCUTTING CURB	175 EA	30.00	5,250.00	34.50	6,037.50	25.00	4,375.00	30.00	5,250.00
125	SAWCUTTING RIGID PAVEMENT	2500 LFI	1.50	3,750.00	4.55	11,375.00	1.20	3,000.00	1.20	3,000.00
126	SAWCUTTING FLEXIBLE PAVEMENT	18000 LFI	0.50	9,000.00	1.05	18,900.00	0.80	14,400.00	0.75	13,500.00
127	ROADWAY EXCAVATION INCL. HAUL - FRANKLIN PARK	235 CY	35.00	8,225.00	31.00	7,285.00	58.00	13,630.00	45.00	10,575.00
128	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	35.00	350.00	97.30	973.00	25.00	250.00	100.00	1,000.00
129	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	48.00	480.00	129.50	1,295.00	100.00	1,000.00	125.00	1,250.00
130	PREPARATION OF UNTREATED ROADWAY	1405 SY	5.00	7,025.00	5.25	7,376.25	5.40	7,587.00	4.00	5,620.00
131	CRUSHED SURFACING TOP COURSE	182 CY	50.00	9,100.00	60.90	11,083.80	54.20	9,864.40	90.00	16,380.00
132	CSTC FOR SIDEWALK AND DRIVEWAYS	297 CY	110.00	32,670.00	67.25	19,973.25	115.00	34,155.00	100.00	29,700.00
133	HMA CL. 3/8 IN. LIGHT TRAFFIC, 2 INCH THICK	1405 SY	15.00	21,075.00	15.40	21,637.00	17.10	24,025.50	25.00	35,125.00

<i>Project Number:</i> 2019064			<i>Engineer's Estimate</i>		William Winkler Company		Bacon Concrete Inc		Cameron-Reilly	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> SIDEWALK, STREET IMPROVEMENTS					Sales tax shall be included in unit prices					
134	HMA FOR TRANSITION CL. 1/2 IN. LIGHT TRAFFIC, 2 INCH THICK	23 SY	50.00	1,150.00	177.00	4,071.00	140.00	3,220.00	165.00	3,795.00
135	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	2200 SY	48.00	105,600.00	26.00	57,200.00	28.85	63,470.00	35.00	77,000.00
136	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 5 INCH THICK	213 SY	100.00	21,300.00	52.50	11,182.50	58.20	12,396.60	70.00	14,910.00
137	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 5 INCH THICK	28 SY	100.00	2,800.00	179.00	5,012.00	200.00	5,600.00	200.00	5,600.00
138	SOIL RESIDUAL HERBICIDE	1405 SY	0.50	702.50	0.45	632.25	0.70	983.50	0.50	702.50
139	PAVEMENT REPAIR EXCAVATION INCL. HAUL	2275 SY	32.00	72,800.00	21.20	48,230.00	28.00	63,700.00	40.00	91,000.00
140	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
141	COMPACTION PRICE ADJUSTMENT	1055 EST	1.00	1,055.00	1.00	1,055.00	1.00	1,055.00	1.00	1,055.00
142	CATCH BASIN TYPE 1	1 EA	3,000.00	3,000.00	2,248.00	2,248.00	3,700.00	3,700.00	3,100.00	3,100.00
143	CATCH BASIN TYPE 3	5 EA	3,500.00	17,500.00	2,451.00	12,255.00	4,000.00	20,000.00	3,350.00	16,750.00
144	RETROFIT GRATE INLET WITH FRAME & VANED GRATE	2 EA	800.00	1,600.00	490.50	981.00	645.00	1,290.00	800.00	1,600.00
145	RETROFIT GRATE INLET WITH FRAME & BI-DIRECTIONAL VANED GRATE	26 EA	850.00	22,100.00	490.50	12,753.00	645.00	16,770.00	800.00	20,800.00
146	MH OR DW FRAME AND COVER (STANDARD)	1 EA	750.00	750.00	1,152.00	1,152.00	645.00	645.00	500.00	500.00
147	VALVE BOX AND COVER	7 EA	350.00	2,450.00	471.00	3,297.00	350.00	2,450.00	500.00	3,500.00
148	CLEANING EXISTING DRAINAGE STRUCTURE	58 EA	500.00	29,000.00	149.50	8,671.00	450.00	26,100.00	325.00	18,850.00
149	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	2 CY	10.00	20.00	450.00	900.00	60.00	120.00	100.00	200.00
150	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	2 CY	40.00	80.00	450.00	900.00	60.00	120.00	125.00	250.00

<i>Project Number:</i> 2019064		<i>Engineer's Estimate</i>			William Winkler Company		Bacon Concrete Inc		Cameron-Reilly	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> SIDEWALK, STREET IMPROVEMENTS					Sales tax shall be included in unit prices					
151	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00	*****	3,500.00	*****	100.00	*****	2,250.00
152	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIA.	54 LF	100.00	5,400.00	101.50	5,481.00	95.00	5,130.00	150.00	8,100.00
153	CONNECT 6 IN. - 12 IN. DIA. PIPE TO EXISTING CB, DW OR MH	1 EA	700.00	700.00	768.50	768.50	800.00	800.00	825.00	825.00
154	CONNECT 6 IN. - 12 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	5 EA	700.00	3,500.00	898.50	4,492.50	800.00	4,000.00	350.00	1,750.00
155	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,500.00	*****	4,820.00	*****	1,800.00	*****	5,000.00
156	ESC LEAD	1 LS	*****	1,500.00	*****	3,408.00	*****	1,600.00	*****	4,000.00
157	INLET PROTECTION	47 EA	90.00	4,230.00	94.00	4,418.00	100.00	4,700.00	150.00	7,050.00
158	TOPSOIL TYPE A, 2 INCH THICK	2013 SY	12.00	24,156.00	5.10	10,266.30	6.45	12,983.85	6.00	12,078.00
159	HYDROSEEDING	730 SY	5.00	3,650.00	0.85	620.50	6.00	4,380.00	4.50	3,285.00
160	SOD INSTALLATION	1283 SY	18.00	23,094.00	5.75	7,377.25	15.00	19,245.00	25.00	32,075.00
161	CONSTRUCT BIO-INFILTRATION SWALE	10 SY	20.00	200.00	92.30	923.00	200.00	2,000.00	125.00	1,250.00
162	RECONSTRUCT BLOCK WALL	1 LS	*****	1,000.00	*****	9,226.00	*****	7,000.00	*****	3,000.00
163	IRRIGATION SYSTEM, FRANKLIN PARK	1 LS	*****	2,000.00	*****	56,331.00	*****	25,000.00	*****	35,000.00
164	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	3,300.00	*****	9,450.00	*****	15,000.00	*****	10,000.00
165	CEMENT CONCRETE CURB	2520 LF	26.00	65,520.00	26.70	67,284.00	31.00	78,120.00	40.00	100,800.00
166	CEMENT CONC. CURB AND GUTTER	1566 LF	25.00	39,150.00	37.40	58,568.40	34.60	54,183.60	40.00	62,640.00
167	CEMENT CONCRETE DRIVEWAY	930 SY	65.00	60,450.00	58.60	54,498.00	81.00	75,330.00	70.00	65,100.00
168	CEMENT CONCRETE DRIVEWAY TRANSITION	160 SY	56.00	8,960.00	53.50	8,560.00	65.00	10,400.00	75.00	12,000.00
169	MODIFY FENCING	1 LS	*****	2,000.00	*****	7,534.00	*****	6,000.00	*****	2,000.00

<i>Project Number:</i> 2019064			<i>Engineer's Estimate</i>		William Winkler Company		Bacon Concrete Inc		Cameron-Reilly	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>		SIDEWALK, STREET IMPROVEMENTS				Sales tax shall be included in unit prices				
170	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	5,000.00	*****	6,500.00	*****	6,000.00	*****	6,500.00
171	CEMENT CONC. SIDEWALK	2993 SY	56.00	167,608.00	51.00	152,643.00	56.25	168,356.25	60.00	179,580.00
172	RAMP DETECTABLE WARNING	508 SF	22.50	11,430.00	19.00	9,652.00	20.00	10,160.00	25.00	12,700.00
173	RECTANGULAR RAPID FLASHING BEACON SIGN SYSTEM	2 EA	27,000.00	54,000.00	29,576.00	59,152.00	30,000.00	60,000.00	40,000.00	80,000.00
174	TWENTY WHEN FLASHING SIGN SYSTEM	9 EA	23,000.00	207,000.00	21,480.00	193,320.00	21,000.00	189,000.00	28,500.00	256,500.00
175	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS - DISTRICT 1	1 LS	*****	20,200.00	*****	18,410.00	*****	21,775.00	*****	25,000.00
176	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS - DISTRICT 2	1 LS	*****	11,300.00	*****	11,868.00	*****	13,739.00	*****	15,000.00
177	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS - DISTRICT 3	1 LS	*****	12,500.00	*****	11,285.00	*****	15,700.00	*****	15,000.00
178	REMOVAL OF EXISTING PAVEMENT MARKINGS	379 SF	4.50	1,705.50	6.00	2,274.00	8.00	3,032.00	7.50	2,842.50
179	PAVEMENT MARKING - DURABLE HEAT APPLIED	466 SF	10.00	4,660.00	9.10	4,240.60	10.00	4,660.00	12.00	5,592.00
180	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	2 EA	200.00	400.00	156.50	313.00	350.00	700.00	200.00	400.00
<i>Schedule Totals</i>				1,555,555.55		1,476,895.60		1,599,466.70		1,830,380.00

<i>Project Number:</i> 2019064			<i>Engineer's Estimate</i>		LaRiviere Inc					
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> SIDEWALK, STREET IMPROVEMENTS					Sales tax shall be included in unit prices					
101	ADA FEATURES SURVEYING	1 LS	*****	9,000.00	*****	3,670.00	*****	0.00	*****	0.00
102	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00
103	SPCC PLAN	1 LS	*****	1,000.00	*****	1,082.00	*****	0.00	*****	0.00
104	POTHOLING	46 EA	400.00	18,400.00	529.00	24,334.00	0.00	0.00	0.00	0.00
105	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	8,000.00	*****	9,741.00	*****	0.00	*****	0.00
106	MOBILIZATION	1 LS	*****	157,049.55	*****	89,728.00	*****	0.00	*****	0.00
107	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 1	1 LS	*****	29,000.00	*****	12,799.00	*****	0.00	*****	0.00
108	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 2	1 LS	*****	32,000.00	*****	12,799.00	*****	0.00	*****	0.00
109	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 3	1 LS	*****	22,000.00	*****	12,799.00	*****	0.00	*****	0.00
110	SPECIAL SIGNS	13 SF	20.00	260.00	23.00	299.00	0.00	0.00	0.00	0.00
111	SEQUENTIAL ARROW SIGN	650 HR	5.00	3,250.00	4.50	2,925.00	0.00	0.00	0.00	0.00
112	PORTABLE CHANGEABLE MESSAGE SIGN	1200 HR	7.00	8,400.00	7.50	9,000.00	0.00	0.00	0.00	0.00
113	CLEARING AND GRUBBING	1 LS	*****	4,000.00	*****	12,027.00	*****	0.00	*****	0.00
114	TREE ROOT TREATMENT	47 EA	725.00	34,075.00	856.00	40,232.00	0.00	0.00	0.00	0.00
115	TREE PROTECTION ZONE	83 EA	275.00	22,825.00	257.00	21,331.00	0.00	0.00	0.00	0.00
116	REMOVE TREE, CLASS I	4 EA	1,200.00	4,800.00	559.00	2,236.00	0.00	0.00	0.00	0.00
117	REMOVE TREE, CLASS II	2 EA	2,500.00	5,000.00	2,054.00	4,108.00	0.00	0.00	0.00	0.00
118	TREE PRUNING	86 EA	250.00	21,500.00	342.00	29,412.00	0.00	0.00	0.00	0.00
119	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	4,000.00	*****	11,677.00	*****	0.00	*****	0.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> SIDEWALK, STREET IMPROVEMENTS					Sales tax shall be included in unit prices					
120	REMOVE EXISTING CURB	2800 LF	8.00	22,400.00	10.00	28,000.00	0.00	0.00	0.00	0.00
121	REMOVE EXISTING CURB AND GUTTER	50 LF	13.00	650.00	10.00	500.00	0.00	0.00	0.00	0.00
122	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	900 SY	20.00	18,000.00	15.00	13,500.00	0.00	0.00	0.00	0.00
123	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	5 EA	800.00	4,000.00	646.00	3,230.00	0.00	0.00	0.00	0.00
124	SAWCUTTING CURB	175 EA	30.00	5,250.00	34.00	5,950.00	0.00	0.00	0.00	0.00
125	SAWCUTTING RIGID PAVEMENT	2500 LFI	1.50	3,750.00	1.00	2,500.00	0.00	0.00	0.00	0.00
126	SAWCUTTING FLEXIBLE PAVEMENT	18000 LFI	0.50	9,000.00	0.35	6,300.00	0.00	0.00	0.00	0.00
127	ROADWAY EXCAVATION INCL. HAUL - FRANKLIN PARK	235 CY	35.00	8,225.00	46.00	10,810.00	0.00	0.00	0.00	0.00
128	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	35.00	350.00	24.00	240.00	0.00	0.00	0.00	0.00
129	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	48.00	480.00	28.00	280.00	0.00	0.00	0.00	0.00
130	PREPARATION OF UNTREATED ROADWAY	1405 SY	5.00	7,025.00	7.50	10,537.50	0.00	0.00	0.00	0.00
131	CRUSHED SURFACING TOP COURSE	182 CY	50.00	9,100.00	72.00	13,104.00	0.00	0.00	0.00	0.00
132	CSTC FOR SIDEWALK AND DRIVEWAYS	297 CY	110.00	32,670.00	217.00	64,449.00	0.00	0.00	0.00	0.00
133	HMA CL. 3/8 IN. LIGHT TRAFFIC, 2 INCH THICK	1405 SY	15.00	21,075.00	16.00	22,480.00	0.00	0.00	0.00	0.00
134	HMA FOR TRANSITION CL. 1/2 IN. LIGHT TRAFFIC, 2 INCH THICK	23 SY	50.00	1,150.00	137.00	3,151.00	0.00	0.00	0.00	0.00
135	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	2200 SY	48.00	105,600.00	27.00	59,400.00	0.00	0.00	0.00	0.00
136	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 5 INCH THICK	213 SY	100.00	21,300.00	55.00	11,715.00	0.00	0.00	0.00	0.00
137	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 5 INCH THICK	28 SY	100.00	2,800.00	189.00	5,292.00	0.00	0.00	0.00	0.00

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<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> SIDEWALK, STREET IMPROVEMENTS					Sales tax shall be included in unit prices					
138	SOIL RESIDUAL HERBICIDE	1405 SY	0.50	702.50	0.45	632.25	0.00	0.00	0.00	0.00
139	PAVEMENT REPAIR EXCAVATION INCL. HAUL	2275 SY	32.00	72,800.00	8.00	18,200.00	0.00	0.00	0.00	0.00
140	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	-1.00	-1.00	-1.00	-1.00	0.00	0.00	0.00	0.00
141	COMPACTION PRICE ADJUSTMENT	1055 EST	1.00	1,055.00	1.00	1,055.00	0.00	0.00	0.00	0.00
142	CATCH BASIN TYPE 1	1 EA	3,000.00	3,000.00	2,713.00	2,713.00	0.00	0.00	0.00	0.00
143	CATCH BASIN TYPE 3	5 EA	3,500.00	17,500.00	2,877.00	14,385.00	0.00	0.00	0.00	0.00
144	RETROFIT GRATE INLET WITH FRAME & VANED GRATE	2 EA	800.00	1,600.00	1,038.00	2,076.00	0.00	0.00	0.00	0.00
145	RETROFIT GRATE INLET WITH FRAME & BI-DIRECTIONAL VANED GRATE	26 EA	850.00	22,100.00	1,038.00	26,988.00	0.00	0.00	0.00	0.00
146	MH OR DW FRAME AND COVER (STANDARD)	1 EA	750.00	750.00	1,013.00	1,013.00	0.00	0.00	0.00	0.00
147	VALVE BOX AND COVER	7 EA	350.00	2,450.00	707.00	4,949.00	0.00	0.00	0.00	0.00
148	CLEANING EXISTING DRAINAGE STRUCTURE	58 EA	500.00	29,000.00	342.00	19,836.00	0.00	0.00	0.00	0.00
149	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	2 CY	10.00	20.00	149.00	298.00	0.00	0.00	0.00	0.00
150	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	2 CY	40.00	80.00	34.00	68.00	0.00	0.00	0.00	0.00
151	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00	*****	581.00	*****	0.00	*****	0.00
152	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIA.	54 LF	100.00	5,400.00	72.00	3,888.00	0.00	0.00	0.00	0.00
153	CONNECT 6 IN. - 12 IN. DIA. PIPE TO EXISTING CB, DW OR MH	1 EA	700.00	700.00	720.00	720.00	0.00	0.00	0.00	0.00
154	CONNECT 6 IN. - 12 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	5 EA	700.00	3,500.00	607.00	3,035.00	0.00	0.00	0.00	0.00
155	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,500.00	*****	2,537.00	*****	0.00	*****	0.00

<i>Project Number:</i> 2019064			<i>Engineer's Estimate</i>		LaRiviere Inc					
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> SIDEWALK, STREET IMPROVEMENTS					Sales tax shall be included in unit prices					
156	ESC LEAD	1 LS	*****	1,500.00	*****	4,600.00	*****	0.00	*****	0.00
157	INLET PROTECTION	47 EA	90.00	4,230.00	92.00	4,324.00	0.00	0.00	0.00	0.00
158	TOPSOIL TYPE A, 2 INCH THICK	2013 SY	12.00	24,156.00	5.00	10,065.00	0.00	0.00	0.00	0.00
159	HYDROSEEDING	730 SY	5.00	3,650.00	3.00	2,190.00	0.00	0.00	0.00	0.00
160	SOD INSTALLATION	1283 SY	18.00	23,094.00	13.00	16,679.00	0.00	0.00	0.00	0.00
161	CONSTRUCT BIO-INFILTRATION SWALE	10 SY	20.00	200.00	65.00	650.00	0.00	0.00	0.00	0.00
162	RECONSTRUCT BLOCK WALL	1 LS	*****	1,000.00	*****	1,306.00	*****	0.00	*****	0.00
163	IRRIGATION SYSTEM, FRANKLIN PARK	1 LS	*****	2,000.00	*****	22,482.00	*****	0.00	*****	0.00
164	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	3,300.00	*****	10,257.00	*****	0.00	*****	0.00
165	CEMENT CONCRETE CURB	2520 LF	26.00	65,520.00	26.00	65,520.00	0.00	0.00	0.00	0.00
166	CEMENT CONC. CURB AND GUTTER	1566 LF	25.00	39,150.00	33.00	51,678.00	0.00	0.00	0.00	0.00
167	CEMENT CONCRETE DRIVEWAY	930 SY	65.00	60,450.00	63.00	58,590.00	0.00	0.00	0.00	0.00
168	CEMENT CONCRETE DRIVEWAY TRANSITION	160 SY	56.00	8,960.00	71.00	11,360.00	0.00	0.00	0.00	0.00
169	MODIFY FENCING	1 LS	*****	2,000.00	*****	3,032.00	*****	0.00	*****	0.00
170	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	5,000.00	*****	5,706.00	*****	0.00	*****	0.00
171	CEMENT CONC. SIDEWALK	2993 SY	56.00	167,608.00	50.00	149,650.00	0.00	0.00	0.00	0.00
172	RAMP DETECTABLE WARNING	508 SF	22.50	11,430.00	18.00	9,144.00	0.00	0.00	0.00	0.00
173	RECTANGULAR RAPID FLASHING BEACON SIGN SYSTEM	2 EA	27,000.00	54,000.00	22,607.00	45,214.00	0.00	0.00	0.00	0.00
174	TWENTY WHEN FLASHING SIGN SYSTEM	9 EA	23,000.00	207,000.00	22,710.00	204,390.00	0.00	0.00	0.00	0.00

<i>Project Number:</i> 2019064			<i>Engineer's Estimate</i>		LaRiviere Inc					
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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> SIDEWALK, STREET IMPROVEMENTS					Sales tax shall be included in unit prices					
175	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS - DISTRICT 1	1 LS	*****	20,200.00	*****	913.00	*****	0.00	*****	0.00
176	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS - DISTRICT 2	1 LS	*****	11,300.00	*****	913.00	*****	0.00	*****	0.00
177	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS - DISTRICT 3	1 LS	*****	12,500.00	*****	913.00	*****	0.00	*****	0.00
178	REMOVAL OF EXISTING PAVEMENT MARKINGS	379 SF	4.50	1,705.50	913.00	346,027.00	0.00	0.00	0.00	0.00
179	PAVEMENT MARKING - DURABLE HEAT APPLIED	466 SF	10.00	4,660.00	913.00	425,458.00	0.00	0.00	0.00	0.00
180	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	2 EA	200.00	400.00	913.00	1,826.00	0.00	0.00	0.00	0.00
<i>Schedule Totals</i>				1,555,555.55		2,117,498.75		0.00		0.00

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	1,555,555.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,555,555.55
William Winkler Compa	1,476,895.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,476,895.60
Bacon Concrete Inc	1,599,466.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,599,466.70
Cameron-Reilly	1,830,380.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,830,380.00
LaRiviere Inc	2,117,498.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,117,498.75

Low Bid Contractor: William Winkler Company

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$1,476,895.60	\$1,555,555.55	5.06	% Under Estimate
Bid Totals	\$1,476,895.60	\$1,555,555.55	5.06	% Under Estimate



Agenda Sheet for City Council Meeting of:
05/03/2021

Date Rec'd	4/22/2021
Clerk's File #	ORD C36042
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MANAGEMENT & BUDGET
Contact Name/Phone	PAUL INGIOSI X 6061
Contact E-Mail	PINGIOSI@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	0410-WINDSTORM COSTS

Agenda Wording

SBO to Advance Funds to the Parks and Recreation Fund for Windstorm Costs.

Summary (Background)

The General Fund will advance the Parks and Recreation fund approximately \$898,000 from the City's contingency reserve fund to allow the Parks and Recreation department to make repairs and begin restoration on historic features damaged in the windstorm. If the City is reimbursed for the windstorm damages by FEMA, those funds would then go towards replenishing the City's reserves.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ \$898,000	# 0100-99999-99999
Revenue	\$ \$898,000	# 0980-89000-97118-80101
Expense	\$ \$898,000	# 1950-54920-99999-39710
Revenue	\$ \$898,000	# 1950-54920-97114-80101

Approvals

<u>Dept Head</u>	HUGHES, MICHELLE	<u>Study Session\Other</u>	F&A 4-19-2021
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u>	CM Wilkerson
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	twallace@spokanecity.org; pingiosi@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	mhughes@spokanecity.org; kbustos@spokanecity.org	

Additional Approvals

<u>Purchasing</u>		
<u>MANAGEMENT & BUDGET</u>	INGIOSI, PAUL	

Briefing Paper

Finance and Administration

Division & Department:	Parks and Recreation
Subject:	Windstorm Costs - SBO
Date:	04/19/2021
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:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	N/A
Deadline:	
Outcome:	SBO to Advance Funds to the Parks and Recreation Fund for Windstorm Costs

Background/History:

On January 11, 2021, windstorms with gusts topping 71-mph swept across the Spokane area causing multiple power outages and widespread damage.

The City estimated over \$2.7 million in costs related to the storms including tree removal, vehicle loss, and property damage. The Parks and Recreation department calculated \$898,000 in expense for removal of hazardous trees, mitigation to restore safety, and damage to various parks, golf courses, buildings, and historic features.

Since the winter storm, Park staff and contractors have been mitigating and repairing the significant damage to the park system, from available Park Fund/Golf Fund reserves. Meanwhile reserves are also being used to provide operational core services to the park system as revenues continue to be impacted by the pandemic. Park staff indicate larger repair expenses on the horizon, that will require significant funding and would likely impact cash flow for opening additional programs this spring and summer.

The City has submitted damage claims and estimated costs to the state Department of Emergency Management to determine eligibility for cost reimbursement through FEMA.

Executive Summary:

The General Fund will advance the Parks and Recreation fund approximately \$898,000 from the City's contingency reserve fund to allow the Parks and Recreation department to make repairs and begin restoration on historic features damaged in the windstorm.

If the City is reimbursed for the windstorm damages by FEMA, those funds would then go towards replenishing the City's reserves. Historically, FEMA has reimbursed 75 percent of eligible expenses which would total approximately \$673,500 of the amount being advanced by the General Fund. The General Fund's contribution to Parks and Recreation would then be the balance of approximately \$224,500. However, if FEMA does not reimburse for the windstorm damages the contingency reserve would be utilized for the full amount.

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? ☒Yes ☐No ☐N/A

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

Specify changes required:

Known challenges/barriers:

ORDINANCE NO. C36042

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:

FROM:	0100-99999 99999	General Fund Contingency Reserve	<u>\$898,000</u>
TO:	0980-89000 97118-80101	General Fund - Allocations Operating Transfers-Out – Park Reserve	<u>\$898,000</u>

Section 2. That in the budget of the Park Cumulative Reserve Fund, and the budget annexed thereto with reference to the Parks and Recreation Fund, the following changes be made:

FROM:	1950-54920 99999-39710	Park Cumulative Reserve Fund Operating Transfers-In – General Fund	<u>\$898,000</u>
TO:	1950-54920 97114-80101	Park Cumulative Reserve Fund Operating Transfers-Out – Parks and Rec	<u>\$898,000</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 for advancing funds, a portion of which are anticipated to be reimbursed through FEMA, from the General Fund to the Park Cumulative Reserve Fund due to damage incurred during the January 2021 windstorms, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

05/03/2021

Date Rec'd

4/21/2021

Clerk's File #

ORD C36043

Renews #**Submitting Dept**

INNOVATION & TECHNOLOGY

Cross Ref #**Contact Name/Phone**

MICHAEL 625-6468

Project #**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

5300 MAIL COURIER SBO

Agenda Wording

Seeking approval for funding the part-time Mail Courier position (.5 FTE) to support the ongoing mail delivery services provided by the Mail Center.

Summary (Background)

This position was budgeted in 2020 but delayed until 2021 in order to receive approval by Local 270 and City Council. The position will reside in the ITSD Fund and will be funded in the Mail Center 2021 budget. The mail center staff was reduced from 4 full-time staff to 2 full-time staff over the past 4 years (retirement and optimization with new mail center equipment). During this reduction a temp-seasonal Mail Courier was needed to meet the mail delivery needs.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 15,597.00

Various Accounts - See Ordinance

Select \$

#

Select \$

#

Select \$

#

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

SLOON, MICHAEL

Study Session\Other

Finance Committee

Division Director

SLOON, MICHAEL

Council Sponsor

C.M. WILKERSON, CM

Finance

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

Accounting - ywang@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Contract Accounting - aduffey@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

Purchasing - cwahl@spokanecity.org

MANAGEMENT &

INGIOSI, PAUL

IT - itadmin@spokanecity.org

Tax & Licenses



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Amending Ordinance C-35971 and appropriating funds in the IT Fund, FROM: Project Employee, \$15,597; TO: IT Fund, Mail Courier and Various Accounts, same amount.

Summary (Background)

To reduce the challenge of re-training new temp-seasonal staff, the request for a part-time position was requested, and approved.

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

Distribution List

Briefing Paper

Finance and Administration Committee

Division & Department:	Innovation & Technology Service Department (ITSD)
Subject:	SBO for part-time Mail Courier (.5 FTE)
Date:	4/19/2021
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468
City Council Sponsor:	C.M. Wilkerson
Executive Sponsor:	Eric Finch, CITO
Committee(s) Impacted:	Finance & Administration
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget 5300-73700-18880-08500
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approve SBO for 2021
Background/History: <p>This position was budgeted in 2020 but delayed until 2021 in order to receive approval by Local 270 and City Council. The position will reside in the ITSD Fund and will be funded in the Mail Center 2021 budget.</p> <p>The mail center staff was reduced from 4 full-time staff to 2 full-time staff over the past 4 years (retirement and optimization with new mail center equipment). During this reduction a temp-seasonal Mail Courier was needed to meet the mail delivery needs. To reduce the challenge of re-training new temp-seasonal staff, the request for a part-time position was requested, and approved.</p>	
Executive Summary: <p>Seeking approval for funding the part-time Mail Courier (.5 FTE) to support the ongoing mail delivery services provide by the Mail Center. Total 2021 budget amount of \$15,597.</p>	
Budget Impact: <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Operating Xfer In from Criminal Justice Assistance Fund</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impact: <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers: Known challenges/barriers:</p>	

ORDINANCE NO. C36043

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

FROM:	5300-73700	Information Technology Fund	
	18880-08500	Project Employee	<u>\$ 15,597</u>
TO:	5300-73700	Information Technology Fund	
	18880-05000	Mail Courier	\$ 12,725
	5300-73700	Information Technology Fund	
	18880-51640	Deferred Compensation – Matching	\$ 540
	5300-73700	Information Technology Fund	
	18880-52110	Social Security	\$ 973
	5300-73700	Information Technology Fund	
	18880-52210	Retirement	\$ 1,272
	5300-73700	Information Technology Fund	
	18880-52400	Industrial Insurance	\$ 87
			<u>\$15,597</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to hire a part-time Mail Courier (0.5 FTE) to support the ongoing mail delivery services, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

05/03/2021

Date Rec'd

4/21/2021

Clerk's File #

ORD C36044

Renews #**Submitting Dept**

ACCOUNTING

Cross Ref #**Contact Name/Phone**

MICHELLE HUGHES X 6320

Project #**Contact E-Mail**

MHUGHES@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

5600-SBO FOR PARKS & RECREATION-GOLF SIP CARRYOVER

Agenda Wording

Special Budget Ordinance to provide Parks and Recreation the budget authority to spend approved SIP loan.

Summary (Background)

Resolution 2018-0074 authorized \$7.5 million in SIP loans to Parks and Recreation for golf course capital improvements to be taken in three equal installments. Full budget authority was granted in 2018 but unspent proceeds were inadvertently not carried forward to 2021. This is to re-establish the budget authority so that Parks can contract out and spend remaining second and third final draws of the \$7.5 million authorized.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ \$2,500,000

5901-79214-99999-38271-84113

Expense \$ \$100,573

5901-99999-99999

Revenue \$ \$2,600,573

5901-79214-94000-56301

Select \$

#

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

HUGHES, MICHELLE

Study Session\Other

F&A 4-19-2021

Division Director

STOPHER, SALLY

Council Sponsor

CM Wilkerson

Finance

HUGHES, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

twallace@spokanecity.org;
mhughes@spokanecity.org**For the Mayor**

ORMSBY, MICHAEL

pingiosi@spokanecity.org; kbustos@spokanecity.org

Additional Approvals

ablain@spokanecity.org

Purchasing**MANAGEMENT &
BUDGET**

INGIOSI, PAUL

Briefing Paper

Division & Department:	Finance
Subject:	SBO Parks (House Cleaning)
Date:	4/19/21
Contact (email & phone):	Michelle Hughes mhughes@spokanecity.org
City Council Sponsor:	CM Wilkerson
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Housekeeping item SBO for budget to spend approved SIP Loan
Background/History: Budget authority was given in 2018 and not carried over for final Golf Course	
<p><i>Resolution 2018-0074 authorizing 7.5 M in SIP Loans to Parks for Golf Course capital improvements to be taken in 3 equal installments. Full budget authority was granted in 2018 but unspent proceeds were inadvertently not carried forward to 2021. This is to re-establish the budget authority so that Parks can contract out and spend remaining 2nd and 3rd final draw of the 7.5 Million authorized.</i></p>	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A was approved in 2018 Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO. C36044

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

FROM:	5901-79214	Property Acquisition –	
	99999-38271-84113	Loan Proceeds	\$2,500,000
	5901-99999	Property Acquisition—	
	99999	Unappropriated Reserves	<u>\$ 100,573</u>
			<u>\$2,600,573</u>

TO:	5901-79214	Property Acquisition --	
	94000-56301	Capital Expenditures	<u>\$2,600,573</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need for the Property Acquisition Fund to interfund loan the Parks Department to upgrade four City Golf course irrigation systems and other on-course and off-course improvements, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

05/03/2021

Date Rec'd

4/21/2021

Clerk's File #

RES 2021-0034

Renews #**Submitting Dept**

INNOVATION & TECHNOLOGY

Cross Ref #**Contact Name/Phone**

MICHAEL 625-6468

Project #**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

5300 REQUEST TO INSTALL SECURITY CAMERA

Agenda Wording

Request to Install Security Camera in Compliance with Spokane Municipal Code 18.04.040 and 18.04.060.
(Memo included with briefing paper.)

Summary (Background)

Per Spokane Municipal Code 18.04.040 and 18.04.060 we are respectfully requesting Council approval to locate a security camera within the old mail center. The Network team is using this area in the basement to store new network equipment as it is delivered and the inventory can be as much as \$500,000 and more. The Network team members are requesting the camera for liability reasons.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$ 0.00

0000-00000-00000-00000

Select \$

#

Select \$

#

Select \$

#

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

SLOON, MICHAEL

Study Session\Other

3/29/2021 Public Safety

Division Director

FINCH, ERIC

Council Sponsor

CP Breean Beggs & CM

Finance

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

Accounting - ywang@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Contract Accounting - aduffey@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

tpellham@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Because of the close proximity to the public meetings in Council Chambers as well as other factors, we want to take multiple measures to ensure the security of these assets.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Division & Department:	Innovation and Technology Services Division
Subject:	Request to Install Security Camera
Date:	March 29, 2021
Author (email & phone):	Theresa Pellham, tpellham@spokanecity.org, 509-625-6948
City Council Sponsor:	CP Breean Beggs and CM Lori Kinnear
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Request to Install Security Camera in Compliance with Spokane Municipal Code 18.04.040 and 18.04.060. (Memo included with briefing paper.)
Strategic Initiative:	Sustainable Resources
Deadline:	May 1, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Install security camera inside the old mail center in the basement of City Hall to secure City network hardware assets now being stored in that location
<u>Background/History:</u> <p>The Network team is using the old mail center in the basement to store new network equipment as it is delivered. They are also using the area for building and testing the equipment. The inventory fluctuates and can be as much as \$500,000 and more. Access to the room will be restricted to the Network team, the Datacenter team, Facilities and the security guards; and the camera surveillance would be restricted to these staff members and ITSD management.</p>	
<u>Executive Summary:</u> <p>Per Spokane Municipal Code 18.04.040 and 18.04.060 we are respectfully requesting Council approval to locate a security camera within the old mail center. The Network team members are requesting the camera for liability reasons. Because of the close proximity to the public meetings in Council Chambers as well as other factors, we want to take multiple measures to ensure the security of these assets. Monitoring the camera feed would be restricted to the above mentioned staff personnel and would only be reviewed as needed in the event that an incident occurs. Security camera footage will only be retained for 10 days and the system will be managed by Datacenter staff.</p>	
<u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

RESOLUTION NO. 2021-0034

A resolution granting a request to install a security camera within City Hall in Compliance with Spokane Municipal Code 18.04.040 and 18.04.060.

WHEREAS, ITSD staff requests Council approval to locate a security camera within the old mail center room, whereby the camera will be directed at the city ITSD assets stored in the space.

NOW, THEREFORE, BE IT RESOLVED BY THE SPOKANE CITY COUNCIL, that Council approves the protocols established in the attached memo.

PASSED by the City Council on_____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



INNOVATION AND TECHNOLOGY

SERVICES DIVISION

808 W. SPOKANE FALLS BLVD.

SPOKANE, WA 99201-3344

(509) 625-6948

FAX (509) 625-6550

THERESA A. PELLHAM

IT INFRASTRUCTURE MANAGER

TO: Spokane City Council Members

FROM: Theresa Pellham, IT Infrastructure Manager

DATE: February 23, 2021

SUBJECT: Request to Install Security Camera in Compliance with Spokane Municipal Code 18.04.040 and 18.04.060

SUMMARY: Staff requests Council approval to locate a security camera within the old mail center room, whereby the camera will be directed at the city assets stored in the space. The cost of the security camera is about \$1,000.

The Network team is using the old mail center in the basement to store new network equipment as it is delivered. The space is also used to assemble and test the equipment. The inventory fluctuates and can be as much as \$500,000 and more. Access to the room is restricted to the Network team, the Datacenter team, Facilities and the security guards; and the camera surveillance would be restricted to these staff members and ITSD management.

The Network team members are requesting the camera for liability reasons. Because of the close proximity to the public meetings in Council Chambers as well as other factors, staff want to take multiple measures to ensure the security of these assets. Monitoring the camera feed would be restricted to the above mentioned staff personnel and would only be reviewed as needed in the event that an incident occurs. Security camera footage will only be retained for 10 days and the system will be managed by Datacenter staff.

Thank you for your consideration.

DETAILED RESPONSE TO SMC 18.04:

Chapter 18.04 Safeguards on the Use of Surveillance Equipment

Section 18.04.010 City Council Approval for Acquisition and Use of Surveillance Equipment; Operational and Data Management Protocols

1. A clear statement of the purpose and use of the proposed surveillance equipment;

The original mail center in the basement has been repurposed for use by the Network team. A security camera will be mounted inside the room to monitor access to network assets.

2. A simple and non-technical description of the type of surveillance equipment proposed to be acquired and used;

The security camera will be City standard equipment for interior use.

3. The intended specific location(s) of the proposed surveillance equipment if it is to be affixed to a building or other structure;

The camera will be mounted in the interior of the room and aimed directly at the equipment storage area within the room. Because it is mounted in the interior of the room, it will not be able to monitor anyone outside the old mail center such as in the outer hallways or entryway.

4. A narrative description of how and when the proposing department would use the surveillance equipment, such as whether the surveillance equipment will be operated continuously or used only under specific circumstances, and whether the surveillance equipment will be installed permanently or temporarily;

The camera will continuously record while there is movement detected but the footage will only be reviewed as needed in the event that an incident occurs.

5. A clear description of the actual or potential privacy and anonymity rights affected (if any) and a plan to minimize and mitigate the risk that the use of the surveillance equipment will infringe on personal privacy and anonymity, and to limit the risk of potential abuse;

Monitoring the camera feed would be restricted and accessible to the personnel being recorded. The camera feed will not be monitored real time.

6. A clear description of how and when data will be collected and retained and who will have access to any data captured by the surveillance equipment;

The camera will record on detection of movement until movement ceases. The recordings are retained on a 10-day cyclical rotation and automatically deleted. The Datacenter team, the Network team, ITSD management and the building security guardswill have the ability to review the footage.

7. A clear description of the extent to which activity will be monitored in real time as data is being captured and the extent to which monitoring of historically recorded information will occur;

Real time activity will not be actively monitored by staff except when troubleshooting camera performance or technical issues. Historical recordings will only be reviewed when an incident occurs in order to determine the cause of the incident.

Section 18.04.020 Data Management Protocols for Surveillance Equipment

1. The retention period for which any data collected by surveillance equipment;

Recordings are deleted/overwritten within 10 days.

2. The methods for storing recorded information, including how the data is to be labeled or indexed, so as to allow department personnel to readily search and locate specific data that is collected and determine with certainty that data was properly deleted, consistent with applicable law;

The data is stored per camera on the server's internal storage for a period of 10 days after which it is cyclically overwritten. The data is marked chronologically and can be reviewed chronologically via the system software.

3. How the data may be accessed, including who will be responsible for authorizing access, who will be allowed to request access, and acceptable reasons for requesting access;

The recorded data will be viewed from the system console or client software. ITSD will be responsible for authorizing access to the recorded data. Only ITSD management, the Network team and the Datacenter team will be allowed to request access and that access will be limited to adding new staff members of the Datacenter, Network, and security guards teams.

4. A viewer's log or other comparable method to track viewings of any data captured or collected by the surveillance equipment, including the date, time, the individuals involved, and the reason(s) for viewing the records;

The system audit log records and retains all user activity within the system for 30 days including who accessed the footage, what footage was accessed, time accessed, etc.

5. A description of the individuals who have authority to obtain copies of the records and how the existence and location of copies will be tracked;

ITSD management, the Network team and the Datacenter team will have authority to obtain copies. The copies will be stored on the system's internal storage that can only be accessed by same.

6. A general description of the system that will be used to store the data; and

The cameras will record footage to the central server that controls the City's security cameras.

7. A description of the unit or individuals responsible for ensuring compliance with SMC 18.04.020 and when and how compliance audits will be conducted.

ITSD management, the Network team and the Datacenter team will be responsible for compliance with audits conducted by either asset management or the security team.



INNOVATION AND TECHNOLOGY

SERVICES DIVISION

808 W. SPOKANE FALLS BLVD.

SPOKANE, WA 99201-3344

(509) 625-6948

FAX (509) 625-6550

THERESA A. PELLHAM

IT INFRASTRUCTURE MANAGER

TO: Spokane City Council Members

FROM: Theresa Pellham, IT Infrastructure Manager

DATE: February 23, 2021

SUBJECT: Request to Install Security Camera in Compliance with Spokane Municipal Code 18.04.040 and 18.04.060

SUMMARY: Staff requests Council approval to locate a security camera within the old mail center room, whereby the camera will be directed at the city assets stored in the space. The cost of the security camera is about \$1,000.

The Network team is using the old mail center in the basement to store new network equipment as it is delivered. The space is also used to assemble and test the equipment. The inventory fluctuates and can be as much as \$500,000 and more. Access to the room is restricted to the Network team, the Datacenter team, Facilities and the security guards; and the camera surveillance would be restricted to these staff members and ITSD management.

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4. A narrative description of how and when the proposing department would use the surveillance equipment, such as whether the surveillance equipment will be operated continuously or used only under specific circumstances, and whether the surveillance equipment will be installed permanently or temporarily;

The camera will continuously record while there is movement detected but the footage will only be reviewed as needed in the event that an incident occurs.

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7. A description of the unit or individuals responsible for ensuring compliance with SMC 18.04.020 and when and how compliance audits will be conducted.

ITSD management, the Network team and the Datacenter team will be responsible for compliance with audits conducted by either asset management or the security team.

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

05/03/2021

Date Rec'd

4/21/2021

Clerk's File #

RES 2021-0035

Renews #**Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

ACCOUNTING

Contact Name/Phone

MICHELLE HUGHES X 6320

Contact E-Mail

MHUGHES@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

5600-RESOLUTION FOR FINAL SIP LOAN DRAW FOR GOLF COURSES

Agenda Wording

Authorize the 3rd and final draw of 2.5 Million for Downriver Golf Course.

Summary (Background)

Resolution 2018-0074 authorizing 7.5 M in SIP Loans to Parks for Golf Course capital improvements to be taken in 3 equal installments. This resolution is authorizing the 3rd and final 2.5 million dollar draw.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ \$2,500,000

99999

Expense \$ \$2,500,000

99999

Select \$

#

Select \$

#

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

HUGHES, MICHELLE

Study Session\Other

F&A 4-19-2021

Division Director

STOPHER, SALLY

Council Sponsor

CM Wilkerson

Finance

HUGHES, MICHELLE

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ORMSBY, MICHAEL

pingiosi@spokanecity.org; kbustos@spokanecity.org

Additional Approvals

ablain@spokanecity.org

Purchasing

Briefing Paper

Division & Department:	Finance
Subject:	SIP LOAN FOR 3 RD AND FINAL DRAW FOR DOWNRIVER GOLF COURSE
Date:	4/19/21
Contact (email & phone):	Michelle Hughes mhughes@spokanecity.org
City Council Sponsor:	CM Wilkerson
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Authorize the 3 rd and final draw of 2.5 Million for Downriver Golf Course.
Background/History:	
<p><i>Resolution 2018-0074 authorizing 7.5 M in SIP Loans to Parks for Golf Course capital improvements to be taken in 3 equal installments. This resolution is authorizing the 3rd and final 2.5 million dollar draw.</i></p>	
Budget Impact:	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A was approved in 2018 Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

CITY OF SPOKANE, WASHINGTON

DOWNRIVER GOLF COURSE IMPROVEMENTS
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2021

RESOLUTION NO. 2021-0035

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$2,500,000; establishing an interfund loan facility from the Spokane Investment Pool to finance capital needs for improvements to Downriver Golf Course; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for drawing on 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 MAY 3, 2021

PREPARED BY:

MCALOON LAW, PLLC
Spokane, Washington

CITY OF SPOKANE, WASHINGTON
DOWNRIVER GOLF COURSE IMPROVEMENTS
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2021
RESOLUTION NO. 2021-0035

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* This Table of Contents and the cover page are not a part of the following Resolution and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. 2021-0035

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WHEREAS, the City's golf courses are in need of certain capital improvements and repairs; and

WHEREAS, in order to fund such necessary capital improvements and repairs, the City's Parks and Recreation department implemented a new facility improvement fee at its four golf courses on June 1, 2018 (the "Facility Improvement Fee"); 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 incur indebtedness and issue its general obligation bonds for the purpose of financing the necessary capital improvements to the City's golf courses, as more particularly set forth in this resolution; and

WHEREAS, the City has previously authorized all of the improvements comprising the Project, pursuant to Resolution No. 2018-0074, adopted on August 27, 2018, subject to the future adoption of a funding mechanism for each phase of the Project; and

WHEREAS, the City now desires to implement a funding mechanism for the Project elements related to the Downriver Golf Course Improvements as defined in Resolution No. 2018-0074; and

WHEREAS, RCW 35.39.030(4) authorizes the City to invest its money in general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state, and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments ("Investment Policy") further authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy.

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

Section 1. Definitions. As used in this resolution the following words shall have the following meanings:

Annual Debt Service for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bond. If the interest rate on any such Bond is other than a fixed rate, the rate applicable at the time of the computation shall be used.

Asset Management Fund means the City's existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest on the Bond, shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bond and all draws thereon shall be paid into a separate account within the Asset Management Fund and used to pay the costs of the Project.

Bond means the City of Spokane “Downriver Golf Course Improvements Limited Tax General Obligation Bond, Series 2021” issued pursuant to this resolution in the aggregate principal amount of not to exceed \$2,500,000.

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 first class 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.

Draw or Draws means incremental draws on the Bond as requested by the City.

Draw Period means the period during which the City may draw on the principal loan amount established hereunder, as provided in Section 4 of this resolution.

Facility Improvement Fee means the fee implemented by the Parks and Recreation department in June 2018 to fund a portion of the costs of the Project.

Loan Draw Record means the administrative record kept by the SIP to record the date and dollar amounts of the Draws on the Bond made by the City.

Maturity Date means a date not to exceed five years from the date of issuance the Bond.

Outstanding Principal Balance of the Bond means on any particular day the aggregate of all funds that the City has drawn from the SIP under the Bond to that day, less the aggregate of all principal payments on the Bond made by the City on or before that day.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington as amended from time to time.

Project mean the plan for certain capital improvements to the City's golf courses as previously adopted and approved pursuant to Resolution No. 2018-0074, adopted on August 27, 2018 and as referenced in Section 2 of this resolution.

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 Improvements. Pursuant to Resolution No. 2018-0074, adopted on August 27, 2018, the City specified, adopted and approved a plan for capital improvements to the City’s golf courses, including but not limited to a new irrigation system at Downriver Golf Course (the “Downriver Phase”), all as defined in Resolution No. 2018-0074 as the “Project.”

The Project is being undertaken in up to four phases, with each phase being financed through separate five-year limited tax general obligation bonds of the City to be purchased by the SIP, in accordance with specifications and contracts for acquisition approved by the Mayor, Council or their designees from time to time.

The Project is subject to such changes and additions as may be authorized by the Council during the annual budget process. Presently, the estimated total cost of the Project does not exceed \$7,500,000. The costs of the Downriver Phase of the Project are estimated at \$2,500,000, and the Esmerelda and Indian Canyon phases have been completed or are under construction.

Section 3. Authorization and Description of Bond. To finance the costs of the Downriver Phase, the City shall issue a Limited Tax General Obligation (“LTGO”) bond of the City to the SIP in the aggregate principal amount of not to exceed \$2,500,000 (the “Bond”) to

establish an interfund loan facility with the SIP of not to exceed \$2,500,000; provided that the principal amount due and owing thereunder shall be measured by the total Drawings made for the Downriver Phase, as evidenced by the Loan Draw Record attached to the Bond. The Bond shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed the amount of a Draw, 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. Principal and interest shall be amortized over a period fifteen years from the date of the initial Draw, and the payment schedule may include a balloon payment due on the Maturity Date.

Section 4. Sale of Bond.

(a) *Approval of Sale.* The City Council hereby approves the SIP's offer to purchase the Bond and establish an interfund loan for the benefit of City's Parks and Recreation department for the Downriver Phase of the 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 Spokane Investment Pool.

(b) *Draws on the Interfund Loan Facility.* During the Draw Period, requests for draws on the interfund loan facility established hereunder may be made in writing in a form provided by or acceptable to the Chief Finance Officer of the City and shall provide SIP with no less than thirty (30) days' notice of the intent to draw on the facility.

At no time shall the Outstanding Principal Balance exceed \$2,500,000 and only the Outstanding Principal Balance shall be used for purposes of determining compliance with the diversification requirements set forth in Section 5.11 of the City's Investment Policy.

(d) *Option to Terminate Draw Period.* At its sole discretion, the SIP may terminate the Draw Period on August 1 of any year. The SIP must give notice to the City by July 1 of each year, beginning July 1, 2022, if it intends to terminate the Draw Period on the succeeding August 1 (the “Early Termination Date”). The Outstanding Principal Balance as of the Early Termination Date may be paid in full on the Early Termination Date or may be converted to a Term Loan in accordance with the provisions of this resolution, at the option of the City.

Section 5. Application of Bond Proceeds; Draws. The proceeds of draws on the Bond shall be expended solely to pay the costs of the portion of the Project allocable to the Downriver Phase and to pay the costs of issuing the Bond, as authorized herein. Following the execution and delivery of the Bond, the City shall notify the SIP in writing each time that a Draw is required to pay costs of the portion of the Project allocable to the Downriver Phase. The SIP will then notify the Treasurer of its intent to transfer a Draw (including the dollar amount of the Draw and the date on which the Draw amount will be transferred to the City). Draws can be made on the Bond for a period of five years after the effective date of this resolution.

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 draws on the Bond shall be paid into the Project Fund to provide for the payment of costs of the portion of the Project allocable to the Downriver Phase 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 any Draw shall be

expended solely to pay the costs of the portion of the Project allocable to the Downriver Phase or pay costs of issuance of the Bond.

The Bond is not intended to be a revolving obligation; the aggregate principal amount outstanding under the Bond may never exceed \$2,500,000, and principal amounts repaid may not be reborrowed. The available principal of the Bond shall be disbursed as borrowings from time to time by the SIP upon request from the City (each such disbursement herein referred to as a “Draw”), as provided in this resolution. Draws shall be recorded on the Loan Draw Record attached to the Bond, or in such other form as the City and the SIP may agree.

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 the proceeds of the Facility Improvement Fee and other available City funds into in the Asset Management Fund in amounts sufficient to pay 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.

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. Prepayment. At the option of the City, the Outstanding Principal Balance may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal.

Section 9. 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 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 10 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 has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this resolution.

In case either 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 10. Form of Bond. The Bond shall be in substantially the following form:

NO. R-__ UNITED STATES OF AMERICA \$2,500,000
(or as much thereof as is
shown on the attached
Loan Draw Record)

STATE OF WASHINGTON
CITY OF SPOKANE
DOWNRIVER GOLF COURSE IMPROVEMENTS
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2021

INTEREST RATE: Variable, as described herein

MATURITY DATE: _____, 20__

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE
INVESTMENT POOL

TAX IDENTIFICATION #:

PRINCIPAL AMOUNT: TWO MILLION FIVE HUNDRED THOUSAND AND NO/100
DOLLARS (or as much thereof as is shown on the attached Loan
Draw Record)

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, in an amount not to exceed the Principal Amount indicated above.

This Bond is issued under authority of Resolution No. _____, adopted by the City Council on _____, 2021 (the "Bond Resolution"), to pay the costs of certain capital improvements to the Downriver Golf Course, as more particularly described in the Bond Resolution. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on a particular principal amount drawn on the interfund loan established hereunder shall be determined from the date the SIP honors the draw and shall be calculated on the basis of a year of 30/360 days and actual days elapsed.

The cumulative total of all draws on the interfund loan secured by the Bond may not exceed \$2,500,000.

Both principal of and interest on this Bond are payable in lawful money of the United States of America, shall mature on the Maturity Date and shall be amortized over a fifteen year period from the date of the initial Draw. 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.

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 in the City's Asset Management Fund in amounts sufficient to pay such principal and interest. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Spokane County, Washington, has caused this Bond to be signed by the manual or facsimile signature of the Mayor and attested by the manual signature City Clerk, and the corporate seal of the City to be reproduced hereon, as of the ____ day of _____, 20__.

CITY OF SPOKANE, WASHINGTON

By _____/s/_____
Mayor

ATTEST:
_____/s/_____
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This bond is the Downriver Golf Course Improvements Limited Tax General Obligation Bond, Series 2021 of the City dated _____, 2021 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane, as
Bond Registrar

By _____/s/_____

The Loan Draw Record shall be substantially in the following form:

CITY OF SPOKANE, WASHINGTON
DOWNRIVER GOLF COURSE IMPROVEMENTS
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2021

LOAN DRAW RECORD

	Draw Date	Draw Amount	Draw Total
Draw No. [____]	_____	_____	_____

Section 11. Ongoing Disclosure. 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 12. Prior Acts. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 13. 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 14. Effective Date. This resolution shall become effective immediately upon its adoption.

Adopted this 3rd day of May, 2021.

CITY OF SPOKANE
Spokane County, Washington

Breean Beggs, Council President

ATTEST:

Terri L. Pfister, Clerk

Mayor

(SEAL)

APPROVED AS TO FORM:

[Assistant] City Attorney

Laura D. McAloon, Bond Counsel

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

05/03/2021

Date Rec'd

4/21/2021

Clerk's File #

RES 2021-0036

Renews #**Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

ELDON BROWN 6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

4700 - RESOLUTION TO MODIFY WATER SERVICE AREA - A

Agenda Wording

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Numbers 35354.9042, 35354.9043, and 35354.9044.

Summary (Background)

Various property owners are requesting to connect certain properties to the City of Spokane Water System. Presently, these properties are located outside the City of Spokane's Retail Water Service Boundary. Prior to the City accepting applications to connect, these properties shall be included in the City's Retail Water Service Boundary.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session\Other

3/19/20 & 11/5/20

Division Director

BECKER, KRIS

Council Sponsor

CM Cathcart

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

SCHOEDEL, ELIZABETH

ebrown@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kbecker@spokanecity.org

Additional Approvals

mvanderkamp@spokanecity.org

Purchasing

RESOLUTION 2021-0036

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Numbers 35354.9042, 35354.9043, and 35354.9044.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten (10) years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas; retail water service areas, and future water service areas; and

WHEREAS, the property owners of Parcel Numbers 35354.9042, 35354.9043 and 35354.9044 have requested water service from the City of Spokane for purposes of developing the 9.78, 4.32, and 4.55 acre sites, respectively (18.65 acres total), into a facility that will provide public parks and recreation services located in Spokane County (Glenrose Prairie), zoned urban reserve, in accordance with Spokane County land-use requirements; and

WHEREAS, the Parcels are located outside the Urban Growth Area (UGA) Boundary; and

WHEREAS, the Parcels are located within the City's Future Water Service Area, but outside the current Retail Water Service Area; and

WHEREAS, in order to extend water service, the Spokane Municipal Code requires City Council amendment to expand the Retail Water Service Area; and

WHEREAS, the Water Department has infrastructure, i.e. an existing 12-inch distribution main in Glenrose Road, located approximately 100 feet south of the nearest Parcel (35354.9044), which provides water service to neighboring and surrounding parcels; and

WHEREAS, the City's water infrastructure has available water rights and capacity to provide water service to the referenced Parcels; and

WHEREAS, Policy CFU 3.6 of the City's Comprehensive Plan provides that expansion of the City's water service outside the UGA may be allowed when such services are financially supportable at rural densities and do not permit urban development; and

WHEREAS, Policy CFU 3.6, B. City of Spokane Water Service, states:

"Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:

2c. The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services."

and;

WHEREAS, A letter dated May 1, 2019 from Philip J. Helean, Executive Director, Spokane Youth Sports Association, is included with this Application and it addresses water needs for development of these parcels into a facility that will provide public parks and recreations services; and

WHEREAS, the property owners have agreed to pay all costs associated with the extension of the water infrastructure and comply with the City's design and construction requirements, including signing an annexation covenant; and

WHEREAS, the City Council of the City of Spokane after careful consideration of the specific facts associated with these properties, finds modification of the Retail Water Service Area to include Parcel Numbers 35354.9042, 35354.9043, and 35354.9044 to be in the public interest;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

1) The amendment of the Retail Water Service Area Map is hereby approved to include Parcel Numbers 35354.9042, 35354.9043, and 35354.9044.

2) Staff is directed and authorized to prepare and enter a water supply or service agreement with the owners of Parcel Numbers 35354.9042, 35354.9043, and 35354.9044 consistent with this resolution and City code.

3) Staff is authorized to seek the approval of the department of health for amendment of the city's water service areas consistent with this resolution and other resolutions adopted to amend city water service areas as necessary.

Adopted and approved by City Council _____, 2021.

City Clerk

Approved as to Form:

Assistant City Attorney

MEMORANDUM

CITY OF SPOKANE WATER DEPARTMENT

DATE: February 17, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Spokane Youth Sport Association Application for Retail Service Area Amendment, Parcels #35354.9042, #35354.9043 and #35354.9044

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated May 1, 2019, is located in the City of Spokane Future Service Area but outside of the UGA boundary and the current City of Spokane Retail Service Area. The subject parcels are 9.78 acres, 4.32 acres and 4.55 acres respectively for a total of approximately 18.65 acres located in east Spokane in the Glenrose Prairie Area.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

Duty to Serve Requirement: (WSP Section 1.9)

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

1. Capacity:

Requirement: The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

Analysis: The Subject parcels are located in the Top Pressure Zone. Sufficient Capacity exists in the Top system to serve the subject parcels.

2. Consistency:

Requirement: All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

Analysis: Stated previously, for consistency the City Council must approve an amendment of RSA to include the property into the RSA. Additionally to extend service outside of the UGA the proposal must fall within the limitations to provide service outside of the urban growth areas outlined in CFU 3.6 of the City of Spokane Comprehensive Plan. A main extension would be required so therefore the water service section and the water main extension sections of CFU 3.6 apply for the subject parcels. Water service and main extension may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public Utilities, schools, libraries, parks and recreation services to meet requirements of CFU 3.6 B, 2 (c). If the facility proposal is determined to meet the intent of the exceptions granted under CFU 3.6, the subject parcels may be considered consistent with the limitations set forth in CFU 3.6. Inclusion of the subject parcels into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

3. Water Rights:

Requirement: Available water rights must be sufficient to provide for all new service requested.

Analysis: Water Rights are sufficient to provide for the requested service.

4. Timely and Reasonable:

Requirement: The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable rules and regulations and shall be consistent with all development regulations.

Analysis: A water main capable of providing water service to the proposed subject project area is located within 100 feet. The developer would need to construct infrastructure improvements at their cost to extend the water service to

the subject area and shall meet all applicable standards, rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

Additional Considerations:

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcels in the application may be timely for an amendment to expand the RSA boundary if the proposal is found consistent with the limitations outlined in CFU 3.6. Water service and main extension may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public Utilities, schools, libraries, parks and recreation services to meet requirements of CFU 3.6 B, 2 (c). If the facility proposal is determined to meet the intent of the exceptions granted under CFU 3.6, the subject parcels may be considered consistent with the limitations set forth in CFU 3.6. Sufficient capacity exists in the pressure zone to provide service and sufficient water rights exist to provide for the requested service. The developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcels meeting all applicable development regulations.

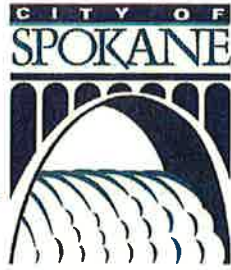
If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – Developer Services
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

City of
Spokane

Planning Services
Department



Application to Expand the Retail Water Service Area

New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921

SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.

Date of Application: May 1, 2019

Deadline for 120 day Response from Date of Application: August 29, 2019

PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

PROPERTY INFORMATION: By City of Spokane Staff

- Is the property within the Urban Growth Area boundary? Yes ☐ No ☒
- Does the property have a prior commitment to serve water? Yes ☐ No ☒
- Is the property within the City of Spokane Coordinated Water System Plan Boundary? Yes ☒ No ☐

* Please see attached SYSA Letter for more information

LEGAL DESCRIPTION: By Applicant *

Lot _____ Block _____
Addition _____

Legal Attached: Yes/No _____

* Please see attached SYSA Letter - Property legal description attached

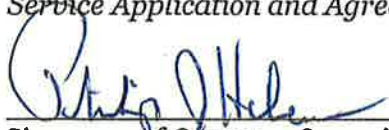
PROPERTY OWNER: (Please Print)

Name: Spokane Youth Sports Association
Address: 1221 N Howard
Spokane WA Zip 99201
Daytime Phone: (509) 328-7972
Email Address: phil@sysa.com

PH [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

PH [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.



Signature of Owner or Owner's Authorized Representative

April 3, 2019
Date

Philip J. Helean Executive Director (509) 496-8638
Printed Name Relationship to Owner Phone Contact #

phil@sysa.com
e-mail Address

From: william@storhaug.com
Sent: Monday, April 15, 2019 1:52 PM
To: Philip Helean
Cc: 'jerryd@storhaug.com'
Subject: 19-026 SYSA Irv Zakheim Sports Complex
Attachments: 19-026 DRAFT RWSA Application letter.pdf; 19-026 SYSA Property Legal Description.pdf; 19-026 City CFU 3.6 Packet.pdf; 19-026 Site Concept 20190312.pdf; 19-026 City CWSP and Retail Service Area maps.pdf; 19-026 City Water Utility Map.pdf; 19-026 Environmental Checklist_2009.pdf; 19-026 MDNS 20091014.pdf; 19-026 Application letter.docx; 19-026 Application to Expand The Retail Water Service Boundary Jan 2018.pdf

Hello Philip,

Please find the attached document for your review:

- 19-026 DRAFT RWSA Application letter
- 19-026 Application to Expand The Retail Water Service Boundary Jan 2018

The rest of the attached documents are to be enclosed with the letter, also for your review, as needed:

- 19-026 SYSA Property Legal Description
- 19-026 City CFU 3.6 Packet
- 19-026 Site Concept 20190312
- 19-026 City CWSP and Retail Service Area maps
- 19-026 City Water Utility Map
- 19-026 Environmental Checklist_2009
- 19-026 MDNS 20091014
- 19-026 Hearing Examiner 20100108

This is the letter to request the City expand its Retail Water Service Area with attachments for your review and comment. I have included a Word file of the letter if you would like to do any edits directly. I have also included the City Application for your review.

Please let us know if you have any questions or concerns.

All the best,

William Sinclair, P.L.A.



civil engineering | planning
landscape architecture | surveying
510 east third avenue | spokane, wa 99202
p. 509.242.1000 | www.storhaug.com



Mr. Eldon Brown, Principal Engineer
City of Spokane - Planning and Development Services
808 W Spokane Falls Blvd
Spokane, WA 99201

RE: Spokane Youth Sports Association Application to Expand the Retail Water Service Area

Mr. Brown,

Spokane Youth Sports Association (SYSA), a Washington non-profit corporation, requests expansion of the City of Spokane Retail Water Service Area to include its real property located at the southeast corner of S Glenrose Road and E 37th Avenue on Spokane County Assessor's Parcels 35354.9042, 35354.9043, and 35354.9044 (see attached Legal Description of the subject property). The purpose for which this water is to be used is to meet Spokane County requirements to develop this property into a facility that will provide public parks and recreation services consistent with Capital Facilities and Utilities Goals and Policies found in the 2017 Update to the City of Spokane Comprehensive Plan (SCP) which states, in CFU 3.6, part 2-c, about the conditions for Water Main Extensions (see attached SCP, pp.5-12 to 5-14):

c. The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services.

The proposed facility is planned to be constructed in phases, beginning in the fall of 2019, to include synthetic turf, multi-use and softball athletic fields, a parking lot, a concession building with attached shelter and restrooms, a maintenance building, a playground, and a basketball court when complete (see attached Irv Zakheim Sports Complex Concept Plan). These facilities will be available to the public for scheduled activities and general use. Development of the proposed facility will require water for fire hydrant(s), uses associated with the concession building, and water for landscape irrigation. These requirements, as currently understood, must be met for health, safety, and welfare of the public served by this facility.

According to the March 2016 Revised City of Spokane Water System Plan, the subject property is within the Coordinated Water System Boundary of the City of Spokane Water Service Area (see attached Coordinated Water System Plan with subject property highlighted). The site is adjacent to the existing City Retail Water Service Area (RWSA) within the Future Service Area (see attached City of Spokane Retail Service Area map with property highlighted). A 12" City water main has been constructed approximately 90'-100' south of the southwest corner of the subject property within the S Glenrose Road right-of-way (see attached City Water Utility map with the RWSA depicted). This water line was constructed to support a residential subdivision on the west side of Glenrose Road where the north boundary of the subdivision aligns with south boundary of the proposed project.



This project was initially proposed by Spokane South Little League, a non-profit, in 2009. As part of a Grading Permit Application, an Environmental Checklist was prepared, and public comments were received by Spokane County on the project. Spokane County issued a Mitigated Determination of Non-Significance (MDNS) with conditions that must be met for the project to be constructed. That decision was appealed, and Spokane County required additional studies and documentation associated with that appeal, which the proponent provided. The Spokane County Hearing Examiner heard the appeal and provided a decision to approve the project with some additional conditions (see attached Environmental Checklist, County MDNS Decision, and Hearing Examiner SEPA Appeal Decision).

Both the Environmental Checklist and the Hearing Examiner's Findings of Fact evidence the intent to extend City Water service to the site, that the site was in the City of Spokane sewer and water service area, and that the proposal to extend public water service to the site was consistent with the Spokane County Comprehensive Plan. Spokane County distributed the Environmental Checklist that stated the intent of the developer to extend public (City) water to the subject site for City of Spokane comment and the City did not provide comments to the contrary during their allotted comment period. The Hearing Examiner noted the intention to extend public water to the subject site several times in his Findings of Fact and supported that assertion through his statements that the subject site was "located in the City of Spokane sewer and water service area," and that the Spokane County Comprehensive Plan encouraged extension of the water main in the area through Policy CF.6.5 which recommended "ensuring that water systems for rural development include adequate water supply and distribution systems for domestic use and fire protection; per local, state and federal plans, policies and regulations."

The Spokane Municipal Code (SMC), 13.04.1921 (C), now states that "[n]ew water service connections and Certificates of Water Availability outside the boundaries of the City's Retail Water Service Area will not be approved until the City's Comprehensive Water System Plan is amended to include the area under consideration." SYSA requests that the City amend the Comprehensive Water System Plan to include the subject property in its current Retail Water Service Area. We make this request based on the public service the site will provide consistent with the City of Spokane Comprehensive Plan, and that the property was within the sewer and water service area of the City at the time the project was approved for construction following mitigations defined by Spokane County and the Spokane County Hearing Examiner upon appeal.

Sincerely,



Philip J. Helean
Executive Director
Spokane Youth Sports Association

Enclosed: Property Legal Description, City of Spokane Comprehensive Plan, pp.5-12 to 5-14, Irv Zakheim Sports Complex Concept Plan, Coordinated Water System Plan and Retail Service Area maps with subject property highlighted, City Water Utility map with the RWSA depicted, Environmental Checklist, County MDNS Decision, and Hearing Examiner SEPA Appeal Decision

SYSA Property Legal Description

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 25
NORTH, RANGE 43 EAST, W.M., IN SPOKANE COUNTY, WASHINGTON

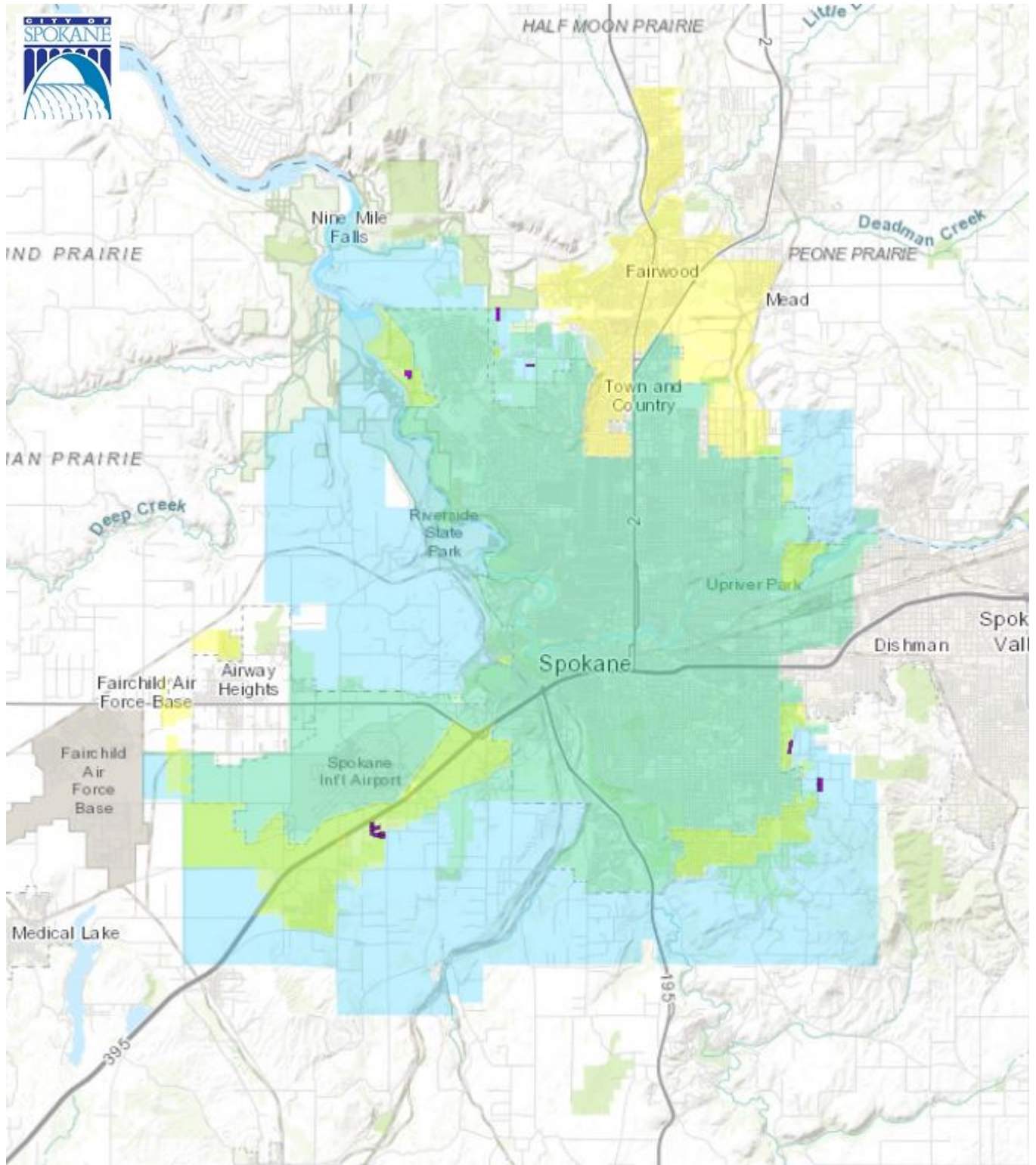
EXCEPT THE EAST 40 RODS;

EXCEPT THE NORTH 30 FEET FOR 37TH AVENUE.

AND EXCEPT THE WEST 30 FEET FOR GLENROSE ROAD

Assessor's Parcel Nos. 35354.9042, 35354.9043, 35354.9044

2021 Water Retail Service Applications



2021 Applications to Amend the City of Spokane Retail Water Service Boundary (Summary of Criteria Considered for each Application)

Application Parcel Number	Water is Available in a timely and reasonable manner	Sufficient water rights available	Sufficient capacity to serve	Consistent with requirements of local plans and regulations
26212.9098	Complies – adjacent to water main, service connection required	Complies	Complies	Inside UGA - Complies
35354.9042, .9043, .9044	Complies – Developer to extend	Complies	Complies	<u>Outside UGA</u> – compliance with CFU. 3.6 (public services?)
24051.9079	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
24051.9077	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
24051.9080, .9081	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
24051.0409	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
24051.0116, .0103, .0104	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
26231.9207	Complies – adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – complies with CFU 3.6 – adj. water main constructed in 2000
26142.9021	Complies - adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – compliance with CFU 3.6 – health hazard for existing farm use?
35263.9141	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
26133.0272	Complies- adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – complies with CFU 3.6 – borders UGA Boundary

Water Service Areas:

Inside City Boundaries	Outside City boundaries – Inside Retail Water Service Area	Outside Retail Water Service Area	Outside Water Service Area Wholesale Water Service Agreements
Duty To Serve	<p>Duty To Serve inside water service area – subject to limitations:</p> <ol style="list-style-type: none"> 1. Water is available in timely and reasonable manner as determined by City Utility 2. Sufficient water rights available to provide water service 3. Sufficient capacity to serve in safe and reliable manner 4. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances 5. Annexation covenant must be signed 6. Written contract with cost allocation, indemnity, applicable liabilities 7. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer 	<p>No Duty To Serve outside Retail Water Service Area unless:</p> <ol style="list-style-type: none"> 1. City Council approves amendment of RSA 2. Requires DOH approval <p>Can serve after amendment:</p> <ol style="list-style-type: none"> 3. Water is available in timely and reasonable manner 4. Sufficient water rights available to provide water service 5. Sufficient capacity to serve in safe and reliable manner 6. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances including Water System Plan and service area boundaries 7. Annexation covenant must be signed 8. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities 9. Extension of service is necessary to protect basic health/safety/environment 	<p>No Duty to Serve</p> <p>Wholesale / water supply agreement or interlocal agreement subject to City Council approval.</p> <p>Sufficient water rights to provide water service</p> <p>Sufficient capacity to serve in safe and reliable manner</p> <p>Consistent with requirements of local plans and regulations and the City's utility service extension ordinances and Water System Plan</p> <p>Subject to approval by the Department of Health</p> <p>AND</p> <p>May Require an amendment to the Water System Plan</p>

also take into consideration any possible environmental or health issues associated with regional utility corridors.

CFU 3.4 Natural and Man-Made Disasters

Continue to participate in a coordinated regional plan for the provision of public services in the event of natural or man-made disasters.

CFU 3.5 Uniformity of Standards

Collaborate with Spokane County to ensure that the City of Spokane's engineering, land use and related level of service standards are applied throughout the adjacent Urban Growth Area (UGA).

Discussion: Regardless of which jurisdiction administers development in the unincorporated portions of the city's UGA, it is imperative that engineering standards, land use patterns and development densities correspond to city standards so that services may be provided by the city in an efficient and cost effective manner once those lands are annexed by the city.

CFU 3.6 Limitation of Services Outside Urban Growth Areas

Limit the provision of water and sewer service by the City of Spokane outside Urban Growth Areas (UGAs) to areas where exceptions apply.

Discussion: It is appropriate for the City of Spokane to extend or expand water and sewer services outside UGAs in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development. (RCW 36.70A.110(4)). The intent of this policy is to provide for connection and/or expansion of the city's public utility infrastructure outside Urban Growth Areas in limited situations consistent with the Growth Management Act and the County Wide Planning Policies for Spokane County, where the long term viability of the city and the health and safety of residents of the rural areas are balanced with maintaining the character of the rural areas and sound planning principles.

Provision of services outside the Urban Growth Area shall meet the following requirements:

A. City of Spokane Sewer Service

1. **Sewer Service Connections.** Sewer Service Connections to property outside UGAs will be approved only if the connection is to existing infrastructure with surplus capacity, and one or both of the following conditions for exception exists:



- a. The Spokane Regional Health District or the Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
 - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.
 - c. Contingent upon mutual agreement of the City Council and the Board of County Commissioners, sewer service outside designated urban growth areas may be allowed for the purpose of protecting the sole source Aquifer, subject to additional conditions and as allowed by state law.
 2. Sewer Main Extensions. Any mains extended outside UGAs after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's sewer utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in 1. (a.), (b.), and (c.) above.
- B. City of Spokane Water Service. Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:
1. Water Service Connections. Service connections outside a UGA may be allowed only under the following conditions:
 - a. Connections required under 2.(a), (b), (c), and (d) below;
 - b. Connections may be allowed to parcels directly adjacent to a main if the parcel existed and the main was installed prior to May 31, 2001, or the main is located along a UGA boundary.
 2. Water Main Extensions
 - a. The Spokane Regional Health District or Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
 - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.



- c. The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services.
 - d. The main may supply service to a Rural Cluster Development approved by the County within an area zoned Urban Reserve subject to the platted streets directly bordering each lot meeting city Standards and sewer mains being installed in these platted streets concurrent with water main installations. If conditions 1 and 2 in Section A are not met, the sewer mains shall be "dry lines" until connections are allowed by State Law and orders to connect are issued by the city as addressed in Section C.
 - e. All costs associated with the extension of water infrastructure subject to this policy will be borne by the proponent.
 - f. Any water infrastructure extended or located outside a UGA after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's water utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in (a), (b), (c), (d), and (e) above.
- C. General Provisions. All owners of property outside UGAs that are allowed to connect to the city's utilities shall sign a binding agreement to annex when requested to do so by the city. In the case of connections to the Water Utility only, the binding agreement shall also provide that the property owner agrees to connect to the City of Spokane's sewer system at the property owner's sole expense when requested to do so by the city. In addition, all exceptions shall be considered within the context of overall cumulative impacts on capacity and level of service obligations in accordance with the city's Capital Facilities Program, Six-Year Capital Improvement Plans and Concurrency Management System. Except for the limited exceptions addressed herein, the rural population allocation shall be accommodated without reliance on the extension of public services.

This policy does not limit the city's authority to impose additional conditions, require a developer agreement that includes a requirement for payment of



mitigation fees, or modify existing conditions on extensions of water or sewer service outside of urban growth areas.

In all cases, water or sewer service can be extended only if:

1. It can be done in a timely and reasonable manner; and,
2. Ground water resources and the sole source Aquifer can be protected by concurrently connecting the premise to a public sewer or reasonable accommodations are made to connect to a public sewer as soon as allowed by law; and,
3. A developer agreement incorporating mitigation requirements is approved by City Council.

See City of Spokane Water System Plan.

CFU 4 SERVICE PROVISION

Goal: Provide public services in a manner that facilitates efficient and effective delivery of services and meets current and future demand.

Policies

CFU 4.1 Compact Development

Promote compact areas of concentrated development in designated centers to facilitate economical and efficient provision of utilities, public facilities, and services.

Discussion: Infill and dense development should be encouraged where excess capacity is available since compact systems are generally less expensive to build and maintain.



CFU 4.2 Access to Utility Easements

Require that subdivision and building regulations protect and preserve access to utility easements.

Discussion: In order to facilitate timely repair and reduce the duration of power outages, it is important that access to electrical, cable, and telephone transmission facilities be available and unobstructed at all times.



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

05/03/2021

Date Rec'd

4/21/2021

Clerk's File #

RES 2021-0037

Renews #**Submitting Dept**

DSC, CODE ENFORCEMENT &

Contact Name/Phone

ELDON BROWN 6305

Contact E-Mail

EBROWN@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

4700 - RESOLUTION TO MODIFY WATER SERVICE AREA - B

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Spokane County Parcel Numbers 26212.9098; 24051.9079; 24051.9077; 24051.9080; 24051.9081; 24051.0409; 24051.0116; 24051.0103; 24051.0104; 35263.9141..

Summary (Background)

Various property owners are requesting to connect certain properties to the City of Spokane Water System. Presently, these properties are located outside the City of Spokane's Retail Water Service Boundary. Prior to the City accepting applications to connect, these properties shall be included in the City's Retail Water Service Boundary.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

BECKER, KRIS

Study Session\Other

3/19/20 & 11/5/20

Division Director

BECKER, KRIS

Council Sponsor

CM Cathcart

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

SCHOEDEL, ELIZABETH

ebrown@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kbecker@spokanecity.org

Additional Approvals

mvanderkamp@spokanecity.org

Purchasing



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

and authorizing the amendment of the City's Retail Water Service Area map on file with Washington State Department of Health.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

RESOLUTION 2021-0037

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Spokane County Parcel Numbers 26212.9098; 24051.9079; 24051.9077; 24051.9080; 24051.9081; 24051.0409; 24051.0116; 24051.0103; 24051.0104; 35263.9141 and authorizing the amendment of the City's Retail Water Service Area map on file with Washington State Department of Health.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas; retail water service areas, and future water service areas; and

WHEREAS, the above listed parcels have requested water service from the City of Spokane for purposes of serving water; and

WHEREAS, the above listed parcels are located within the Urban Growth Area (UGA) Boundary and/or joint planning areas and comply with the applicable comprehensive planning documents for their property locations; and

WHEREAS, the above listed parcels are located within the City's Future Water Service Area, but are located outside the current Retail Water Service Area, as defined in the latest Retail Water Service map; and

WHEREAS, in order to extend water service, the Spokane Municipal Code requires City Council amendment to expand the Retail Water Service Area; and

WHEREAS, the Water Department has infrastructure, i.e. water booster stations / water tanks / water mains located near the properties which provide water services to neighboring and surrounding parcels; and

WHEREAS, the City has evaluated each request for water service and finds in addition to nearby water infrastructure, there are available water rights, and available capacity to provide water service to the above listed parcels; and

WHEREAS, the property owners of the above listed parcels have agreed to pay any and all costs associated with the extension of the water infrastructure and have agreed to comply with the City's design and construction requirements, including signing an annexation covenant; and

WHEREAS, the City Council of the City of Spokane after careful consideration of the specific facts associated with the property, finds modification of the Retail Water Service Area to include Parcel Numbers 26212.9098; 24051.9079; 24051.9077; 24051.9080; 24051.9081; 24051.0409; 24051.0116; 24051.0103; 24051.0104; 35263.9141 to be in the public interest;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

1) The amendment of the Retail Water Service Area Map is hereby approved to include Parcel Numbers 26212.9098; 24051.9079; 24051.9077; 24051.9080; 24051.9081; 24051.0409; 24051.0116; 24051.0103; 24051.0104; 35263.9141.

2) Staff is directed and authorized to prepare and enter a water supply or service agreement with the owner(s) of Parcel Numbers 26212.9098; 24051.9079; 24051.9077; 24051.9080; 24051.9081; 24051.0409; 24051.0116; 24051.0103; 24051.0104; 35263.9141 consistent with this resolution and with the Spokane City Municipal Code.

3) Staff is authorized to seek the approval of the department of health for amendment of the city's water service areas consistent with this resolution and other resolutions adopted to amend city water service area as necessary.

Adopted and approved by City Council _____, 2021.

City Clerk

Approved as to Form:

Assistant City Attorney

MEMORANDUM

CITY OF SPOKANE WATER DEPARTMENT

DATE: February 17, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Wittkopp Application for Retail Service Area Amendment, Parcel #26212.9098

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 8.80 acres located in Seven Mile Area in Northwest Spokane.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

Duty to Serve Requirement: (WSP Section 1.9)

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

1. Capacity:

Requirement: The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

Analysis: The Subject parcel is located in the West Terrace Pressure Zone and is approximately 8.8 acres with a land use designation of R4-10. The application did

not specifically state the intended water use and the potential exists for future plating with multiple dwellings. Capacity may exist in the West Terrace Pressure Zone to serve the subject parcel, however prior to the issuance of a Certificate of Availability for any plating action a hydraulic analysis and review of the number of lots and water capacity requirements for any future plat or development must be reviewed.

2. Consistency:

Requirement: All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

Analysis: Stated previously, for consistency the City Council must approve an amendment of RSA to include the property into the RSA. The subject parcel is located in the Seven Mile Joint Planning Area of the Urban Growth Boundary. Since the subject parcel is located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcel is however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcel. Inclusion of the subject parcel into the RSA does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcel to include obtaining a new service connection or Certificate of Water Availability.

3. Water Rights:

Requirement: Available water rights must be sufficient to provide for all new service requested.

Analysis: Water Rights are sufficient to provide for the requested service.

4. Timely and Reasonable:

Requirement: The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

Analysis: A water main capable of providing water service to the proposed subject project area is located adjacent to the subject parcel in Nine Mile Road. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject parcel and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

Additional Considerations:

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcel in the application may be timely for an amendment to expand the RSA boundary. The subject parcel is located in the Seven Mile Joint Planning Area of the Urban Growth Boundary and capacity may exist in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcel meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

City of Spokane

Planning Services
Department



Application to Expand the Retail Water Service Area

New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921

SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle. (See attached flow chart for Retail Water Service Request attached)

Date of Application: _____

Deadline for 120 day Response from Date of Application: _____

PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

PROPERTY INFORMATION: By City of Spokane Staff

- Is the property within the Urban Growth Area boundary? Yes ✓ No _____ *Ewb*
- Does the property have a prior commitment to serve water? Yes _____ No ✓ *Ewb*
- Is the property within the City of Spokane Coordinated Water System Plan Boundary? Yes _____ No ✓ *Ewb*

LEGAL DESCRIPTION for MARTIN WITTKOPP

SMALL PARCEL: *26212.0615 Ewb*

The east 198.00 feet of the south 110.00 feet of the north 334.00 feet of LOT 1, BLOCK 6, "INGLEFORD IRRIGATED TRACTS", according to plat thereof recorded in Volume "K" of Plats, Page 42, Spokane County, Washington.
EXCEPT County Road.

REMAINDER: *26212.9098 Ewb*

The east 689.11 feet of the north half of the southeast quarter of the northwest quarter of Section 21, Township 26 North, Range 42 East W.M., Spokane County, Washington.
EXCEPT the north 165.00 feet thereof AND EXCEPT County Road.
TOGETHER WITH the north 334.00 feet of LOT 1, BLOCK 6, "INGLEFORD IRRIGATED TRACTS", according to plat thereof recorded in Volume "K" of Plats, Page 42, Spokane County, Washington.
EXCEPT the east 198.00 feet of the south 110.00 feet thereof AND EXCEPT County Road.

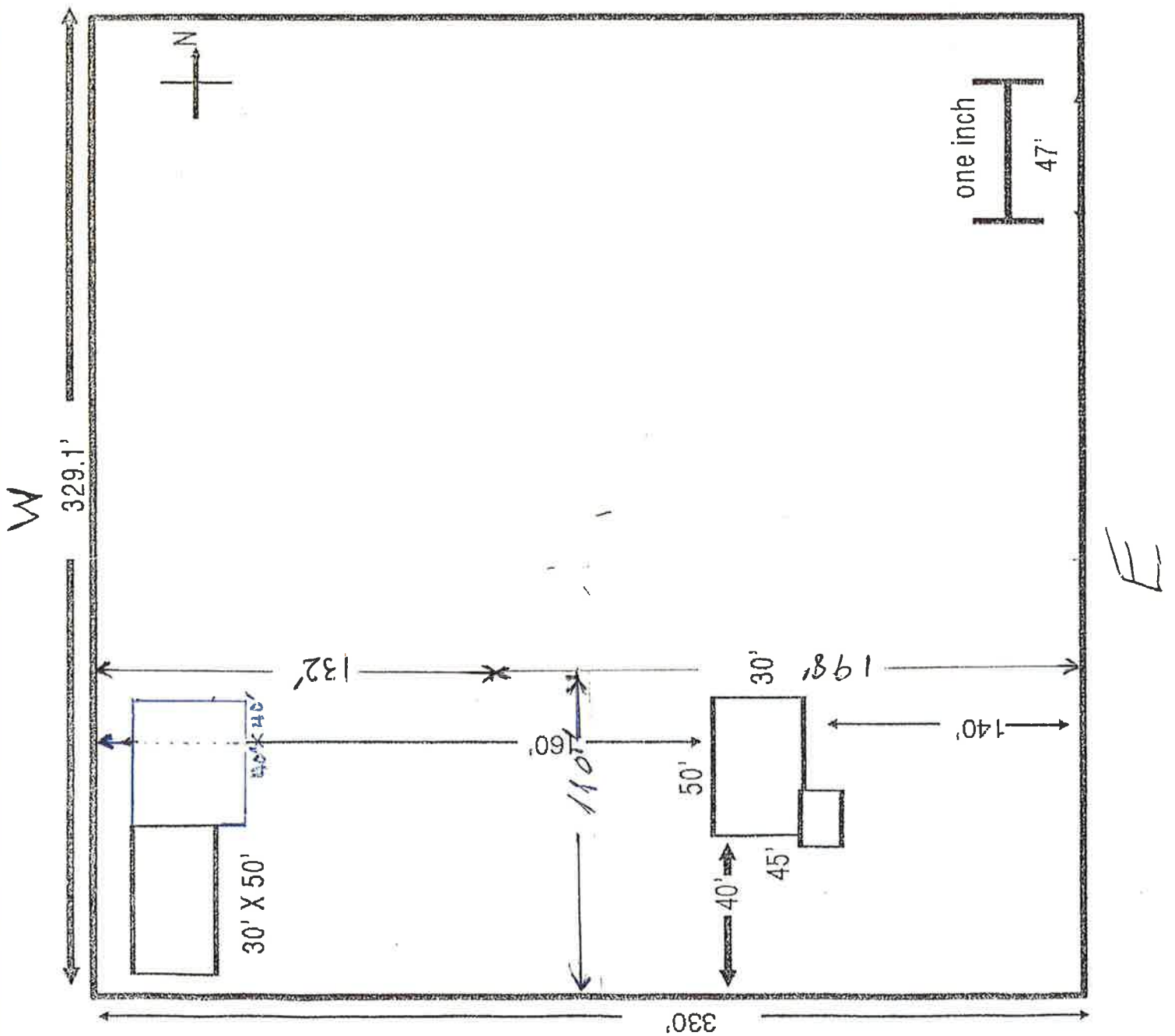
Richard A. Main

RAMCO Surveyors
N. 7721 Whitehouse Dr.
Spokane, WA. 99208

3-26-91



N



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MEMORANDUM

CITY OF SPOKANE WATER DEPARTMENT

DATE: February 17, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Interstate Partnership
Application for Retail Service Area Amendment, Parcel #24051.9079

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated June 20, 2019, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 5.10 acres located in West Plains Area south of the Spokane International Airport and I-90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

Duty to Serve Requirement: (WSP Section 1.9)

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

1. Capacity:

Requirement: The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

Analysis: The Subject parcel is located in the Plains Pressure Zone. Sufficient Capacity exists in the Plains system to serve the subject parcel.

2. Consistency:

Requirement: All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

Analysis: The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcel is located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcel is however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcel. Inclusion of the subject parcel into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcel to include obtaining a new service connection or Certificate of Water Availability.

3. Water Rights:

Requirement: Available water rights must be sufficient to provide for all new service requested.

Analysis: Water Rights are sufficient to provide for the requested service.

4. Timely and Reasonable:

Requirement: The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

Analysis: A water main capable of providing water service to the proposed subject project area is located approximately 1900 feet north of the subject parcel along the South Spotted Road. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject area and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.

- Extension of service is necessary to protect basic health/safety/environment

Additional Considerations:

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcel in the application may be timely for an amendment to expand the RSA boundary. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcel meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

City of
Spokane

Planning Services
Department



Application to Expand the Retail Water Service Area

New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921

SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.

Date of Application: JUNE 20, 2019

Deadline for 120 day Response from Date of Application: _____

PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

PROPERTY INFORMATION: By City of Spokane Staff

- Is the property within the Urban Growth Area boundary? Yes YES No _____
- Does the property have a prior commitment to serve water? Yes _____ No NO
- Is the property within the City of Spokane Coordinated Water System Plan Boundary? Yes YES No _____

LEGAL DESCRIPTION: By Applicant

Lot _____ Block _____
Addition _____

Legal Attached: Yes/No

PARCEL# 24051-9079
DEED ATTACHES LEGAL

PROPERTY OWNER: (Please Print)

Name: INTERSTATE PARTNERSHIP
Address: 312 WEST 32ND AVE
SPokane WA Zip 99203
Daytime Phone: 509-999-7222
Email Address: DICK.EDWARDS@ME.COM

DE [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

DE [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.

Dick Edwards July 25, 2019
Signature of Owner or Owner's Authorized Representative Date

Dick Edwards PARTNER 509-999-7222
Printed Name Relationship to Owner Phone Contact #

Dick.EDWARDS@ME.COM
e-mail Address

Spokane County Parcel Information


**First American
Title Company**
Parcel ID #: **24051.9079**

Map Grid 092

Township: 24N

Range: 42E

Section: 05

Quarter: NE

Property Address:

Spokane WA 99224

Owner Information

Name: **Brown, Mark L**

Mail Address: 312 W 32nd Ave

Spokane WA 99203-1764

Taxpayer Name: Edwards, Dick

Taxpayer Address: 312 W 32nd Ave

WA 99203-1764

Assessor Information:

Property Identification #: 24051.9079

Parcel Description: 91 - Vacant Land

Property Size: 5.10 Acres (222,156 SqFt)

Lot Width: 0 Lot Depth: 0

Zoning: County-LI - Light Industrial

Census Tract: 013600

Census Block: 2051

Tax Code Area: 1881

Levy Rate: 10.8935

Legal Description

05-24-42 PTN OF GOV LT 16 BEG AT SW COR OF SD LT 16 TH NLY 920FT ALG W LN OF SD LT TH E740FT TO TRUE POB TH S221FT TH E TO E LN OF LT 16 TH N ALG E LN TO PT 1102FT N OF S LN OF L T 16 TH W ALG A LN 1102FT N OF & PAR WITH S LN OF LT 16 TO A PT LYG 740FT E OF W LN TH SLY 182FT TO POB EXC CO RD.

Assessments

Taxes

Tax Year	Improvement Value	Land Value	Total Value
2020	\$0.00	\$61,980.00	61980
2019	\$0.00	\$61,980.00	61980
2018	\$0.00	\$61,980.00	61980
2017	\$0.00	\$61,980.00	61980

2019 Taxes: \$682.49

Transfer Information

Rec. Date: 7/28/1981

Sale Price: \$25,500.00

Doc Num: 0810024929

Doc Type:

Owner: BROWN, MARK L

Grantor:

Orig. Loan Amt:

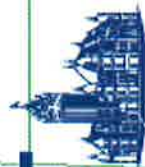
Title Co:

Finance Type:

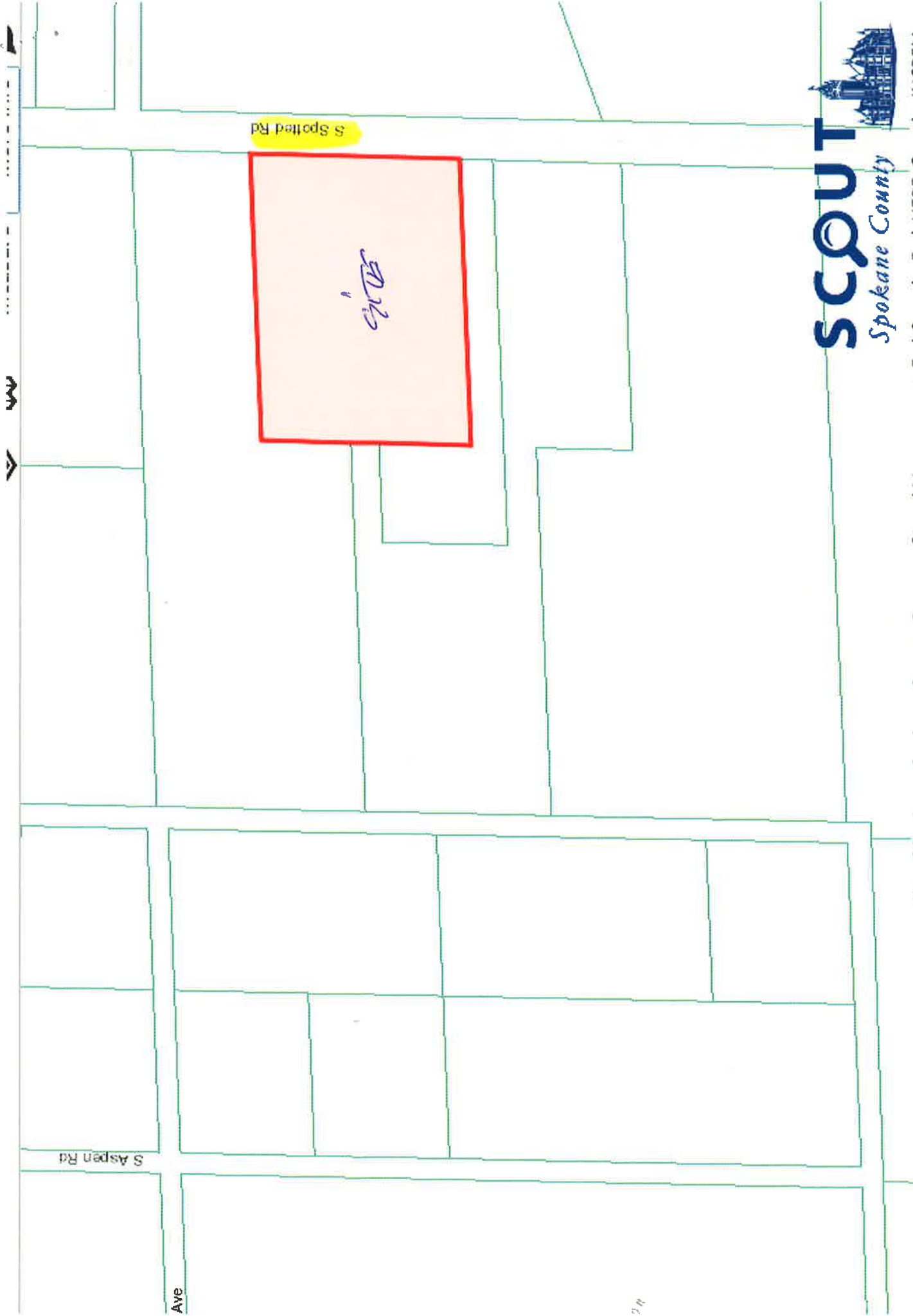
Loan Type:

Lender:

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.



SCOUT
Spokane County



MEMORANDUM

CITY OF SPOKANE WATER DEPARTMENT

DATE: February 17, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Attorneys Partnership
Application for Retail Service Area Amendment, Parcel #24051.9077

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated June 20, 2019, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 4.89 acres located in West Plains Area south of the Spokane International Airport and I-90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA.*** The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

Duty to Serve Requirement: (WSP Section 1.9)

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

1. Capacity:

Requirement: The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

Analysis: The Subject parcel is located in the Plains Pressure Zone. Sufficient Capacity exists in the Plains system to serve the subject parcel.

2. Consistency:

Requirement: All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

Analysis: The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcel is located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcel is however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcel into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcel to include obtaining a new service connection or Certificate of Water Availability.

Water Rights:

Requirement: Available water rights must be sufficient to provide for all new service requested.

Analysis: Water Rights are sufficient to provide for the requested service.

3. Timely and Reasonable:

Requirement: The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

Analysis: A water main capable of providing water service to the proposed subject project area is located approximately 1020 feet north of the subject parcel along the South Dowdy Road right-of-way. South Dowdy Road from West Westbow Boulevard south to the subject parcel is an unimproved right-of-way. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject area and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.

- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

Additional Considerations:

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcel in the application may be timely for an amendment to expand the RSA boundary. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcel meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown P.E. – Principal Engineer – COS Developer Services
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

City of
Spokane

Planning Services
Department



Application to Expand the Retail Water Service Area

New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921

SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.

Date of Application: JUNE 20, 2019

Deadline for 120 day Response from Date of Application: _____

PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

PROPERTY INFORMATION: By City of Spokane Staff

- Is the property within the Urban Growth Area boundary? Yes YES No _____
- Does the property have a prior commitment to serve water? Yes _____ No NO
- Is the property within the City of Spokane Coordinated Water System Plan Boundary? Yes YES No _____

LEGAL DESCRIPTION: By Applicant

Lot _____ Block _____
Addition _____

Legal Attached: Yes/No

Parcel # 24051*9077

PROPERTY OWNER: (Please Print)

Name: ATTORNEY'S FIDELITY & BOND
Address: 712 WEST 32ND AVE
SPokane WA Zip 99203
Daytime Phone: 509-999-7222
Email Address: DICK.EDWARDS@ME.COM

DE [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

DE [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.

Dick Edwards July 25, 2019
Signature of Owner or Owner's Authorized Representative Date

Dick Edwards PARTNER 509-999-7222
Printed Name Relationship to Owner Phone Contact #

Dick.EDWARDS@ME.COM
e-mail Address

Spokane County Parcel Information


**First American
Title Company**
Parcel ID #: **24051.9077** Map Grid 092

Township: 24N Range: 42E Section: 05 Quarter: NE

Property Address:

Spokane WA 99224

Owner InformationName: **Nollette, Thomas**

Mail Address: 1848 Shelton Rd

Walla Walla WA 99362

Taxpayer Name: Attorneys LLC

Taxpayer Address: 312 W 32nd Ave

WA 99203-1764

Assessor Information:

Property Identification #: 24051.9077

Parcel Description: 91 - Vacant Land

Property Size: 4.89 Acres (213,008 SqFt)

Lot Width: 0 Lot Depth: 0

Zoning: County-LI - Light Industrial

Census Tract: 013600

Census Block: 2051

Tax Code Area: 1881

Levy Rate: 10.8935

Legal Description**05-24-42 S1/2 OF SW1/4 OF GOV LT 9 EXC RD****Assessments****Taxes**

Tax Year	Improvement Value	Land Value	Total Value
2020	\$0.00	\$87,870.00	87870
2019	\$0.00	\$87,870.00	87870
2018	\$0.00	\$87,870.00	87870
2017	\$0.00	\$63,900.00	63900

2019 Taxes: \$964.51

Transfer Information

Rec. Date: 6/15/1981

Sale Price: \$19,500.00

Doc Num: 0850030439

Doc Type:

Owner: NOLLETTE, THOMAS

Grantor:

Orig. Loan Amt:

Title Co:

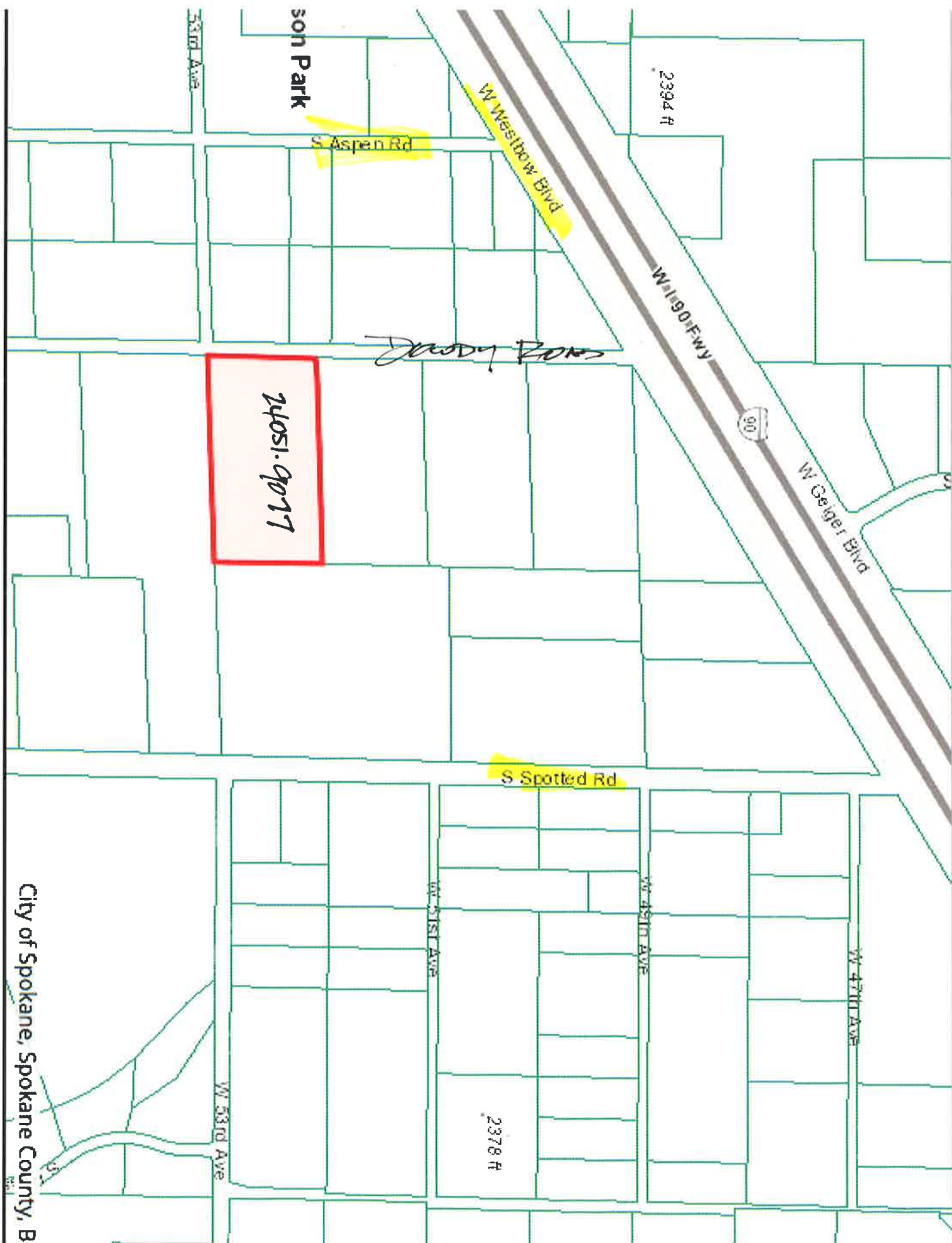
Finance Type:

Loan Type:

Lender:

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

11/10/2011



MEMORANDUM

CITY OF SPOKANE WATER DEPARTMENT

DATE: February 17, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Industrial Investors Partnership Application for Retail Service Area Amendment, Parcels #24051.9080 and #24051.9081

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated June 20, 2019, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcels are approximately 8.11 acres and 1.83 acres respectively for a total area of 9.94 acres located in West Plains Area south of the Spokane International Airport and I-90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

Duty to Serve Requirement: (WSP Section 1.9)

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

1. Capacity:

Requirement: The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

Analysis: The Subject parcels are located in the Plains Pressure Zone. Sufficient Capacity exists in the Plains system to serve the subject parcels.

2. Consistency:

Requirement: All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

Analysis: The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcels are located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcels are however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcels into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

3. Water Rights:

Requirement: Available water rights must be sufficient to provide for all new service requested.

Analysis: Water Rights are sufficient to provide for the requested service.

4. Timely and Reasonable:

Requirement: The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

Analysis: A water main capable of providing water service to the proposed subject project area is located approximately 1760 feet north of the nearest subject parcel along the South Dowdy Road right-of-way. South Dowdy Road from West Westbow Boulevard south to the subject parcels is an unimproved right-of-way. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject area and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

Additional Considerations:

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcels in the application may be timely for an amendment to expand the RSA boundary. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcels meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

City of
Spokane

Planning Services
Department



Application to Expand the Retail Water Service Area

New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921

SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.

Date of Application: JUNE 20, 2019

Deadline for 120 day Response from Date of Application: _____

PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

PROPERTY INFORMATION: By City of Spokane Staff

- Is the property within the Urban Growth Area boundary? Yes YES No _____
- Does the property have a prior commitment to serve water? Yes _____ No NO
- Is the property within the City of Spokane Coordinated Water System Plan Boundary? Yes YES No _____

LEGAL DESCRIPTION: By Applicant

Lot _____ Block _____
Addition _____

Legal Attached: ☒ Yes / ☐ No

PARCEL NUMBERS 24051.9080 & 24051.9081
SEE ATTACHED FOR LEGAL

PROPERTY OWNER: (Please Print)

Name: INDUSTRIAL INVESTORS PARTNERSHIP
Address: 312 W 3RD AVE
SPOKANE WA Zip 99203
Daytime Phone: 509-999-7222
Email Address: DICK.EDWARDS@ME.COM

☒ [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

☒ [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.

Dick Edwards PARTNER July 25 - 2014
Signature of Owner or Owner's Authorized Representative Date

Dick Edwards PARTNER 509-999-7222
Printed Name Relationship to Owner Phone Contact #

Dick.EDWARDS@ME.COM
e-mail Address

Spokane County Parcel Information


**First American
Title Company**

Parcel ID #: 24051.9080

Map Grid 092

Township: 24N

Range: 42E

Section: 05

Quarter: NE

Property Address:

Spokane WA 99224

Owner Information

Name: Pinch Etal, Mark

Mail Address: 312 W 32nd Ave

Spokane WA 99203-1764

Taxpayer Name: Ward, Joseph

Taxpayer Address: 15102 N Tormey Rd

WA 99026-9687

Assessor Information:

Property Identification #: 24051.9080

Parcel Description: 91 - Vacant Land

Property Size: 8.11 Acres (353,272 SqFt)

Lot Width: 0 Lot Depth: 0

Zoning: County-LI - Light Industrial

Census Tract: 013600

Census Block: 2051

Tax Code Area: 1881

Levy Rate: 10.8935

Legal Description

05-24-42 PTN OF GOV LT 16 BEG AT SW COR OF GOV LT 16 TH N9 20FT ALG W LN OF LT 16 TO TRUE POB TH E740FT TH S57FT TH W190FT TH S229FT TH E741.12FT TO E LN OF LT 16 TH S321FT TH W TO A PT 740FT E OF W LN OF LT 16 TH N187FT TH W740FT TO W LN OF LT 1 6 TH N355FT TO POB EXC CO RD.

Assessments

Taxes

Tax Year	Improvement Value	Land Value	Total Value
2020	\$0.00	\$79,490.00	79490
2019	\$0.00	\$79,490.00	79490
2018	\$0.00	\$79,490.00	79490
2017	\$0.00	\$79,490.00	79490

2019 Taxes: \$891.24

Transfer Information

Rec. Date: 10/21/2015

Sale Price:

Doc Num: 0006445779

Doc Type: Q

Buyer: NICKSTER COMMERCIAL LLC

Seller: WARD,JOSEPH G

Rec. Date: 6/7/2002

Sale Price:

Doc Num: 0004736090

Doc Type: Grant Deed

Owner: PINCH, MARK ETAL

Grantor: RIGMAIDEN, ROBERT G & STEPHANIE

Orig. Loan Amt:

Title Co:

Finance Type:

Loan Type:

Lender:

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

Spokane County Parcel Information

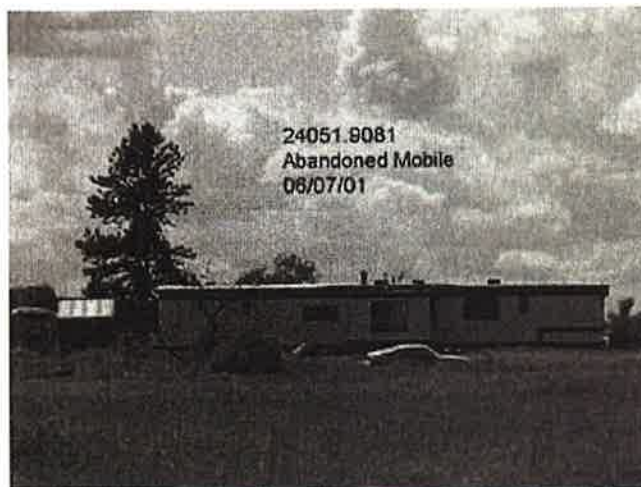

**First American
Title Company**

Parcel ID #: 24051.9081 Map Grid 092

Township: 24N Range: 42E Section: 05 Quarter: NE

 Property Address: 5504 S Spotted Rd
 Spokane WA 99224

Owner Information

 Name: Pinch Etal, Mark
 Mail Address: 312 W 32nd Ave
 Spokane WA 99203-1764
 Taxpayer Name: Ward, Joseph G
 Taxpayer Address: 15102 N Tormey Rd
 WA 99026-9687

 24051.9081
 Abandoned Mobile
 06/07/01

Assessor Information:

 Property Identification #: 24051.9081
 Parcel Description: 91 - Vacant Land
 Property Size: 1.83 Acres (79,715 SqFt)
 Lot Width: 0 Lot Depth: 0
 Zoning: County-LI - Light Industrial
 Census Tract: 013600
 Census Block: 2051
 Tax Code Area: 1881
 Levy Rate: 10.8935

Legal Description

 05-24-42 PTN OF GOV LT 16 BEG AT SW COR OF GOV LT 16 TH N ALG W LN OF SD LT 920FT TH E740FT TH S57FT TO TRUE
 POB TH C ONT S164FT TH E551.12FT M/L TO E LN OF LT 16 TH S ALG E LN 65FT TH W741.12FT TH N229FT TH E190FT TO
 POB EXC CO RD.

Assessments

Tax Year	Improvement Value	Land Value	Total Value
2020	\$0.00	\$22,000.00	22000
2019	\$0.00	\$22,000.00	22000
2018	\$0.00	\$22,000.00	22000
2017	\$0.00	\$22,000.00	22000

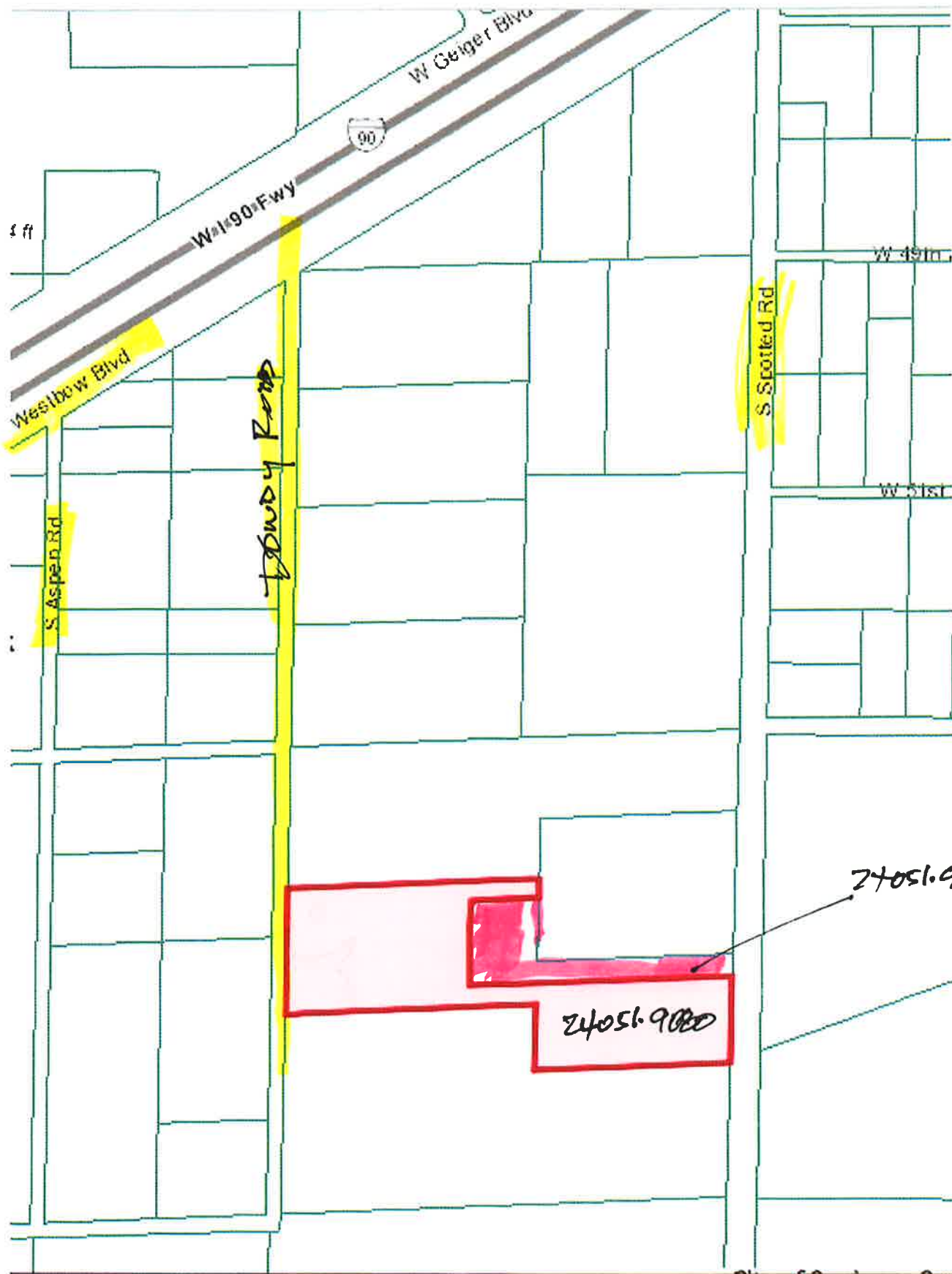
Taxes

2019 Taxes: \$267.63

Transfer Information

Rec. Date: 10/21/2015	Sale Price:	Doc Num: 0006445779	Doc Type: Q
Buyer: NICKSTER COMMERCIAL LLC		Seller: WARD, JOSEPH G	
Rec. Date: 6/7/2002	Sale Price:	Doc Num: 0004736090	Doc Type: Grant Deed
Owner: PINCH, MARK ETAL		Grantor: RIGMAIDEN, ROBERT G & STEPHANIE	
Orig. Loan Amt:		Title Co:	
Finance Type:	Loan Type:	Lender:	

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.



MEMORANDUM

CITY OF SPOKANE WATER DEPARTMENT

DATE: February 17, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Friendly 4 Partnership Application for Retail Service Area Amendment, Parcel #24051.0409

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated June 20, 2019, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 3.64 acres located in West Plains Area south of the Spokane International Airport and I-90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA.*** The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

Duty to Serve Requirement: (WSP Section 1.9)

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

1. Capacity:

Requirement: The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

Analysis: The Subject parcel is located in the Plains Pressure Zone. Sufficient Capacity exists in the Plains system to serve the subject parcel.

2. Consistency:

Requirement: All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

Analysis: The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcel is located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcel is however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcel. Inclusion of the subject parcel into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcel to include obtaining a new service connection or Certificate of Water Availability.

3. Water Rights:

Requirement: Available water rights must be sufficient to provide for all new service requested.

Analysis: Water Rights are sufficient to provide for the requested service.

4. Timely and Reasonable:

Requirement: The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

Analysis: A water main capable of providing water service to the proposed subject project area is located approximately 1400 feet north of the subject parcel along the unimproved right-of-way of South Dowdy Road. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject area and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.

- Extension of service is necessary to protect basic health/safety/environment

Additional Considerations:

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcel in the application may be timely for an amendment to expand the RSA boundary. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcel meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

City of
Spokane

Planning Services
Department



Application to Expand the Retail Water Service Area

New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921

SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.

Date of Application: JUNE 20, 2019

Deadline for 120 day Response from Date of Application: _____

PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

PROPERTY INFORMATION: By City of Spokane Staff

- Is the property within the Urban Growth Area boundary? Yes YES No ____
- Does the property have a prior commitment to serve water? Yes ____ No NO
- Is the property within the City of Spokane Coordinated Water System Plan Boundary?
Yes YES No ____

LEGAL DESCRIPTION: By Applicant

Lot _____ Block _____
Addition _____

Legal Attached: ☒ Yes / ☐ No

PARCEL # 24051.0409
SEE ATTACHED LEGAL

PROPERTY OWNER: (Please Print)

Name: FREEDMAN & PARTNERSHIP

Address: 212 WEST 32ND AVE

SPokane WA Zip 99203

Daytime Phone: 509-999-7222

Email Address: DICK.EDWARDS@ME.COM

DE [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

DE [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.

Dick Edwards
Signature of Owner or Owner's Authorized Representative

July 25, 2019
Date

Dick Edwards PARTNER
Printed Name Relationship to Owner

509-999-7222
Phone Contact #

Dick.EDWARDS@ME.COM
e-mail Address

Spokane County Parcel Information


**First American
Title Company**

Parcel ID #: 24051.0409

Map Grid 092

Township: 24N

Range: 42E

Section: 05

Quarter: NE

Property Address:

Spokane WA 99224

Owner Information

Name: Edwards Etal, R S

Mail Address: 312 W 32nd Ave

Spokane WA 99203-1764

Taxpayer Name: Freeway 4

Taxpayer Address: 312 W 32nd Ave

WA 99203-1764

Assessor Information:

Property Identification #: 24051.0409

Parcel Description: 91 - Vacant Land

Property Size: 3.64 Acres (158,558 SqFt)

Lot Width: 512 Lot Depth: 310

Zoning: County-LI - Light Industrial

Census Tract: 013600

Census Block: 2051

Tax Code Area: 1881

Levy Rate: 10.8935

Legal Description

JAMIESON PART LTS 1 THRU 4 BLK 8

Assessments
Taxes

Tax Year	Improvement Value	Land Value	Total Value
2020	\$0.00	\$63,200.00	63200
2019	\$0.00	\$29,900.00	29900
2018	\$0.00	\$29,900.00	29900
2017	\$0.00	\$19,100.00	19100

2019 Taxes: \$332.87

Transfer Information

Rec. Date: 8/11/1981

Sale Price: \$16,000.00

Doc Num: 0810024813

Doc Type:

Owner: EDWARDS, R S ETAL

Grantor:

Orig. Loan Amt:

Title Co:

Finance Type:

Loan Type:

Lender:

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

MEMORANDUM

CITY OF SPOKANE WATER DEPARTMENT

DATE: February 20, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Pacific Lofts Application for Retail Service Area Amendment, Parcels #24051.0116, #24051.0103 and #24051.0104

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated June 7, 2019, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcels are approximately 2.73 acres, 0.91 acres and 1.82 acres for a total area of 5.46 acres located in West Plains Area south of the Spokane International Airport and I-90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

Duty to Serve Requirement: (WSP Section 1.9)

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

1. Capacity:

Requirement: The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

Analysis: The Subject parcels are located in the Plains Pressure Zone. Capacity exists in the Plains system to serve the subject parcels.

2. Consistency:

Requirement: All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

Analysis: The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcels are located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcels are however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcels into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

3. Water Rights:

Requirement: Available water rights must be sufficient to provide for all new service requested.

Analysis: Water Rights are sufficient to provide for the requested service.

4. Timely and Reasonable:

Requirement: The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

Analysis: A water main capable of providing water service to the proposed subject project area is located approximately 580 feet north of the nearest subject parcel along the unimproved right-of-way of South Dowdy Road. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject area and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

Additional Considerations:

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcels in the application may be timely for an amendment to expand the RSA boundary. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcels meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

City of Spokane

Planning Services
Department



Application to Expand the Retail Water Service Area

New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921

SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.

Date of Application: June 7, 2019

Deadline for 120 day Response from Date of Application: _____

PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

PROPERTY INFORMATION: By City of Spokane Staff

- Is the property within the Urban Growth Area boundary? Yes X No
- Does the property have a prior commitment to serve water? Yes No X
- Is the property within the City of Spokane Coordinated Water System Plan Boundary?
Yes X No

LEGAL DESCRIPTION: By Applicant

Lots 5,6,7,8,9 & 10 _____ Block 1
Addition Jamieson Park

Legal Attached: Yes/No

PROPERTY OWNER: (Please Print)

Name: Pacific Lofts, LLC c/o Tom Power
Address: 719 W Saxon Dr
Spokane, Wa 99203 _____
Daytime Phone: 509-475-6309
Email Address: tomcpower@gmail.com _____

Yes [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

Yes [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.

 _____
Signature of Owner or Owner's Authorized Representative
Date 6/7/19

Tom Power _____ Member _____ 509-475-6309
Printed Name Relationship to Owner Phone Contact #

tomcpower@gmail.com _____
e-mail Address



First American

**First American Title Insurance Company
40 E Spokane Falls Blvd
Spokane, WA 99202**

Exhibit A

File No: 4259-3249464

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Spokane, State of Washington, described as follows:

5, 6, 7, 8
LOTS 9 AND 10, BLOCK 1 OF JAMIESON PARK AS PER PLAT THEREOF RECORDED IN VOLUME "J" OF PLATS, PAGE 21;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON,

EXCEPT THE EAST FIVE (5) FEET THEREOF WHICH IS TO BE DEDICATED TO THE COUNTY OF SPOKANE FOR ROAD RIGHT-OF-WAY PURPOSES.

Situs Address: Vacant Land, Spokane, WA 99224

BUYER

SELLER

BUYER

SELLER

Parcel #s: 24051.0116; 24051.0103; 24051.0104



MEMORANDUM

CITY OF SPOKANE WATER DEPARTMENT

DATE: February 20, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Whitetail LLC Application for Retail Service Area Amendment, Parcel #35263.9141

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated February 2, 2020, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 7.34 acres located Glenrose Prairie area of southeast Spokane.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

Duty to Serve Requirement: (WSP Section 1.9)

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

1. Capacity:

Requirement: The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

Analysis: The Subject parcel is located in the High Pressure Zone. Capacity exists in the High Pressure Zone to serve the subject parcel.

Consistency:

Requirement: All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

Analysis: Stated previously, for consistency the City Council must approve an amendment of RSA to include the property into the RSA. The subject parcel is located in the Alcott Joint Planning Area of the Urban Growth Boundary. Since the subject parcel is located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply to the subject parcel. The subject parcel is however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcel. Inclusion of the subject parcel into the RSA does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcel to include obtaining a new service connection or Certificate of Water Availability.

2. Water Rights:

Requirement: Available water rights must be sufficient to provide for all new service requested.

Analysis: Water Rights are sufficient to provide for the requested service.

3. Timely and Reasonable:

Requirement: The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

Analysis: A water main capable of providing water service to the proposed subject project area is located approximately 550 feet southwest of the subject parcel in 29th Avenue. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject parcel and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.

- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

Additional Considerations:

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcel in the application may be timely for an amendment to expand the RSA boundary. The subject parcel is located in the Alcott Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcel meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

City of Spokane

Planning Services
Department



Application to Expand the Retail Water Service Area

New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921

SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.

Date of Application: 2/2/2020

Deadline for 120 day Response from Date of Application: _____

PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

PROPERTY INFORMATION: By City of Spokane Staff

- Is the property within the Urban Growth Area boundary? Yes A No ____
- Does the property have a prior commitment to serve water? Yes ____ No N/A
- Is the property within the City of Spokane Coordinated Water System Plan Boundary?
Yes ____ No N/A

LEGAL DESCRIPTION: By Applicant

Lot _____ Block _____
Addition _____

Legal Attached: ☒ Yes / ☐ No

PROPERTY OWNER: (Please Print)

Name: Whitetail LLC
Address: 4515 E 29th Ave
Spokane, WA Zip 99223
Daytime Phone: (509) 475-8859
Email Address: _____

Int. [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

Int. [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

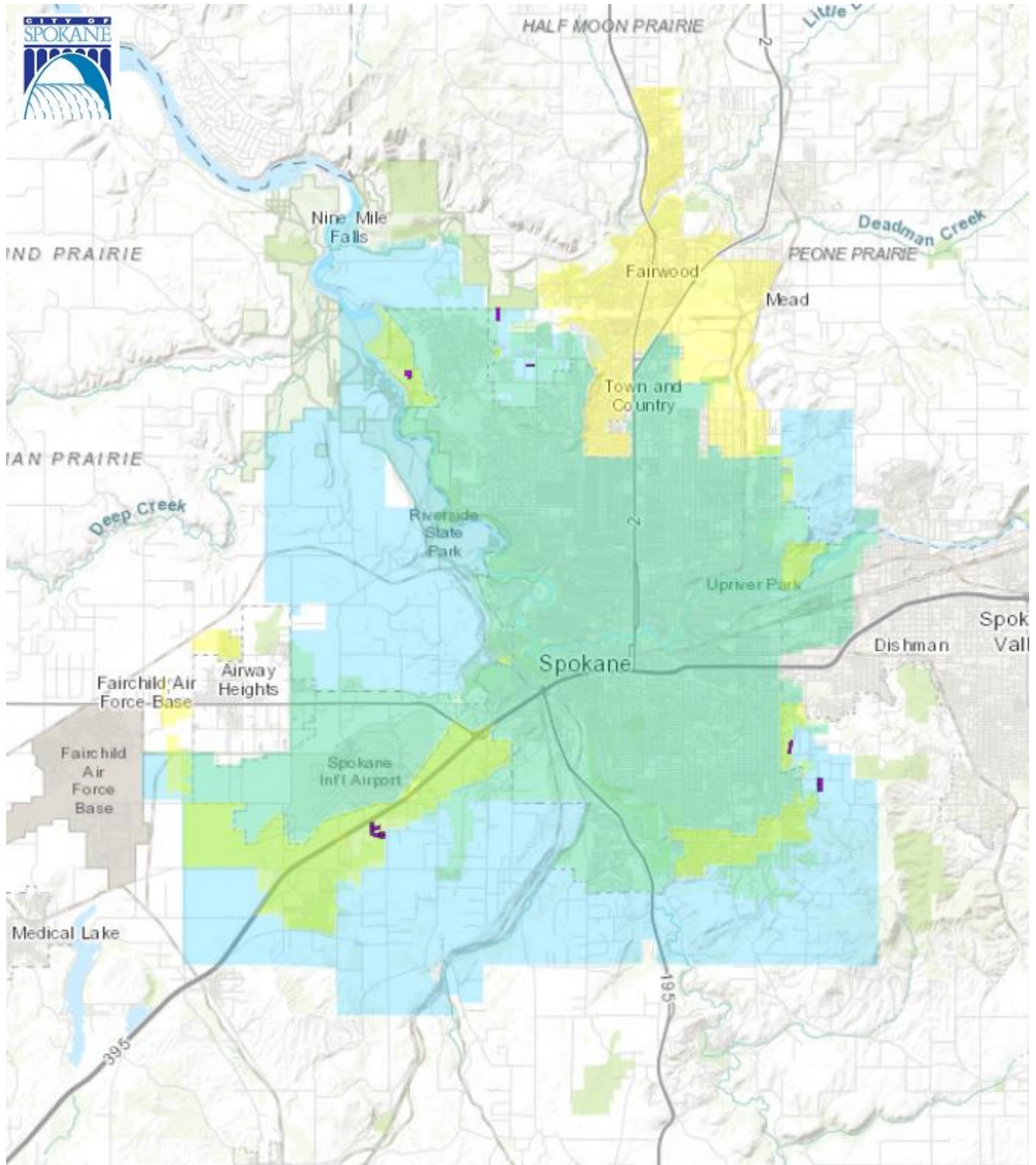
The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.

[Signature] 2/2/2020
Signature of Owner or Owner's Authorized Representative Date

Cameron Napora LLC Managing Member (509) 475-8859
Printed Name Relationship to Owner Phone Contact #

Cameronnapora@gmail.com
e-mail Address

2021 Water Retail Service Applications



2021 Applications to Amend the City of Spokane Retail Water Service Boundary (Summary of Criteria Considered for each Application)

Application Parcel Number	Water is Available in a timely and reasonable manner	Sufficient water rights available	Sufficient capacity to serve	Consistent with requirements of local plans and regulations
26212.9098	Complies – adjacent to water main, service connection required	Complies	Complies	Inside UGA - Complies
35354.9042, .9043, .9044	Complies – Developer to extend	Complies	Complies	<u>Outside UGA</u> – compliance with CFU. 3.6 (public services?)
24051.9079	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
24051.9077	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
24051.9080, .9081	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
24051.0409	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
24051.0116, .0103, .0104	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
26231.9207	Complies – adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – complies with CFU 3.6 – adj. water main constructed in 2000
26142.9021	Complies - adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – compliance with CFU 3.6 – health hazard for existing farm use?
35263.9141	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
26133.0272	Complies- adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – complies with CFU 3.6 – borders UGA Boundary

Water Service Areas:

Inside City Boundaries	Outside City boundaries – Inside Retail Water Service Area	Outside Retail Water Service Area	Outside Water Service Area Wholesale Water Service Agreements
Duty To Serve	<p>Duty To Serve inside water service area – subject to limitations:</p> <ol style="list-style-type: none"> 1. Water is available in timely and reasonable manner as determined by City Utility 2. Sufficient water rights available to provide water service 3. Sufficient capacity to serve in safe and reliable manner 4. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances 5. Annexation covenant must be signed 6. Written contract with cost allocation, indemnity, applicable liabilities 7. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer 	<p>No Duty To Serve outside Retail Water Service Area unless:</p> <ol style="list-style-type: none"> 1. City Council approves amendment of RSA 2. Requires DOH approval <p>Can serve after amendment:</p> <ol style="list-style-type: none"> 3. Water is available in timely and reasonable manner 4. Sufficient water rights available to provide water service 5. Sufficient capacity to serve in safe and reliable manner 6. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances including Water System Plan and service area boundaries 7. Annexation covenant must be signed 8. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities 9. Extension of service is necessary to protect basic health/safety/environment 	<p>No Duty to Serve</p> <p>Wholesale / water supply agreement or interlocal agreement subject to City Council approval.</p> <p>Sufficient water rights to provide water service</p> <p>Sufficient capacity to serve in safe and reliable manner</p> <p>Consistent with requirements of local plans and regulations and the City's utility service extension ordinances and Water System Plan</p> <p>Subject to approval by the Department of Health</p> <p>AND</p> <p>May Require an amendment to the Water System Plan</p>

also take into consideration any possible environmental or health issues associated with regional utility corridors.

CFU 3.4 Natural and Man-Made Disasters

Continue to participate in a coordinated regional plan for the provision of public services in the event of natural or man-made disasters.

CFU 3.5 Uniformity of Standards

Collaborate with Spokane County to ensure that the City of Spokane's engineering, land use and related level of service standards are applied throughout the adjacent Urban Growth Area (UGA).

Discussion: Regardless of which jurisdiction administers development in the unincorporated portions of the city's UGA, it is imperative that engineering standards, land use patterns and development densities correspond to city standards so that services may be provided by the city in an efficient and cost effective manner once those lands are annexed by the city.

CFU 3.6 Limitation of Services Outside Urban Growth Areas

Limit the provision of water and sewer service by the City of Spokane outside Urban Growth Areas (UGAs) to areas where exceptions apply.

Discussion: It is appropriate for the City of Spokane to extend or expand water and sewer services outside UGAs in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development. (RCW 36.70A.110(4)). The intent of this policy is to provide for connection and/or expansion of the city's public utility infrastructure outside Urban Growth Areas in limited situations consistent with the Growth Management Act and the County Wide Planning Policies for Spokane County, where the long term viability of the city and the health and safety of residents of the rural areas are balanced with maintaining the character of the rural areas and sound planning principles.

Provision of services outside the Urban Growth Area shall meet the following requirements:

A. City of Spokane Sewer Service

1. **Sewer Service Connections.** Sewer Service Connections to property outside UGAs will be approved only if the connection is to existing infrastructure with surplus capacity, and one or both of the following conditions for exception exists:



- a. The Spokane Regional Health District or the Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
 - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.
 - c. Contingent upon mutual agreement of the City Council and the Board of County Commissioners, sewer service outside designated urban growth areas may be allowed for the purpose of protecting the sole source Aquifer, subject to additional conditions and as allowed by state law.
 2. Sewer Main Extensions. Any mains extended outside UGAs after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's sewer utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in 1. (a.), (b.), and (c.) above.
- B. City of Spokane Water Service. Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:
1. Water Service Connections. Service connections outside a UGA may be allowed only under the following conditions:
 - a. Connections required under 2.(a), (b), (c), and (d) below;
 - b. Connections may be allowed to parcels directly adjacent to a main if the parcel existed and the main was installed prior to May 31, 2001, or the main is located along a UGA boundary.
 2. Water Main Extensions
 - a. The Spokane Regional Health District or Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
 - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.



- c. The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services.
 - d. The main may supply service to a Rural Cluster Development approved by the County within an area zoned Urban Reserve subject to the platted streets directly bordering each lot meeting city Standards and sewer mains being installed in these platted streets concurrent with water main installations. If conditions 1 and 2 in Section A are not met, the sewer mains shall be "dry lines" until connections are allowed by State Law and orders to connect are issued by the city as addressed in Section C.
 - e. All costs associated with the extension of water infrastructure subject to this policy will be borne by the proponent.
 - f. Any water infrastructure extended or located outside a UGA after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's water utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in (a), (b), (c), (d), and (e) above.
- C. General Provisions. All owners of property outside UGAs that are allowed to connect to the city's utilities shall sign a binding agreement to annex when requested to do so by the city. In the case of connections to the Water Utility only, the binding agreement shall also provide that the property owner agrees to connect to the City of Spokane's sewer system at the property owner's sole expense when requested to do so by the city. In addition, all exceptions shall be considered within the context of overall cumulative impacts on capacity and level of service obligations in accordance with the city's Capital Facilities Program, Six-Year Capital Improvement Plans and Concurrency Management System. Except for the limited exceptions addressed herein, the rural population allocation shall be accommodated without reliance on the extension of public services.

This policy does not limit the city's authority to impose additional conditions, require a developer agreement that includes a requirement for payment of



mitigation fees, or modify existing conditions on extensions of water or sewer service outside of urban growth areas.

In all cases, water or sewer service can be extended only if:

1. It can be done in a timely and reasonable manner; and,
2. Ground water resources and the sole source Aquifer can be protected by concurrently connecting the premise to a public sewer or reasonable accommodations are made to connect to a public sewer as soon as allowed by law; and,
3. A developer agreement incorporating mitigation requirements is approved by City Council.

See City of Spokane Water System Plan.

CFU 4 SERVICE PROVISION

Goal: Provide public services in a manner that facilitates efficient and effective delivery of services and meets current and future demand.

Policies

CFU 4.1 Compact Development

Promote compact areas of concentrated development in designated centers to facilitate economical and efficient provision of utilities, public facilities, and services.

Discussion: Infill and dense development should be encouraged where excess capacity is available since compact systems are generally less expensive to build and maintain.



CFU 4.2 Access to Utility Easements

Require that subdivision and building regulations protect and preserve access to utility easements.

Discussion: In order to facilitate timely repair and reduce the duration of power outages, it is important that access to electrical, cable, and telephone transmission facilities be available and unobstructed at all times.



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

05/03/2021

Date Rec'd

4/21/2021

Clerk's File #

RES 2021-0038

Renews #**Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

ELDON BROWN 6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

4700 - RESOLUTION TO MODIFY WATER SERVICE AREA - C

Agenda Wording

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26231.9207.

Summary (Background)

Various property owners are requesting to connect certain properties to the City of Spokane Water System. Presently, these properties are located outside the City of Spokane's Retail Water Service Boundary. Prior to the City accepting applications to connect, these properties shall be included in the City's Retail Water Service Boundary.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session\Other

3/19/20 & 11/5/20

Division Director

BECKER, KRIS

Council Sponsor

CM Cathcart

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

SCHOEDEL, ELIZABETH

ebrown@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kbecker@spokanecity.org

Additional Approvals

mvanderkamp@spokanecity.org

Purchasing

RESOLUTION 2021-0038

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26231.9207.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten (10) years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas, retail water service areas, and future water service areas; and

WHEREAS, the property owners of Parcel Number 26231.9207 have requested water service from the City of Spokane for purposes of serving a new home to be constructed on 5.21 acres in Spokane County (Five Mile Prairie), zoned urban reserve; and

WHEREAS, the Parcel is located outside the Urban Growth Area (UGA) Boundary; and

WHEREAS, the Parcel is located within the City's Future Water Service Area, but outside the current Retail Water Service Area; and

WHEREAS, in order to extend water service, the Spokane Municipal Code requires City Council amendment to expand the Retail Water Service Area; and

WHEREAS, the Water Department has infrastructure, i.e. a 24-inch water main in Five Mile Road, adjacent the Parcel, which provides water service to neighboring and surrounding parcels; and

WHEREAS, the City's water infrastructure has available water rights and capacity to provide water service to the Parcel; and

WHEREAS, Policy CFU 3.6 of the City's Comprehensive Plan provides that expansion of the City's water service outside the UGA may be allowed when such

services are financially supportable at rural densities and do not permit urban development; and

WHEREAS, Policy CFU 3.6, B. City of Spokane Water Service, 1. Water Service Connections, states:

“Service connections outside a UGA may be allowed only under the following conditions:

1b. Connections may be allowed to parcels directly adjacent to a main if the parcel existed and the main was installed prior to May 31, 2001, or the main is located along a UGA boundary.”

WHEREAS, the City’s 24-inch water main, which is located adjacent to Parcel Number 26231.9207, was built in June of 2000 and the Parcel existed prior to this date; and

WHEREAS, in 2005, the City purchased a portion of Parcel Number 26231.9207 in order to build the City’s water booster station which supports and serves the Kempe Water Tank. This Tank and booster station were constructed in 2009 / 2010 and provide water service to area properties on Five Mile Prairie / Indian Trail in the Kempe Pressure Zone, where this property lies; and

WHEREAS, when this section of property was sold to the City, there may have been a representation and understanding between the City and the property owners, as a condition of the sale that the property owners could connect to the adjacent City water system when the remainder portion (26231.9207) was developed; and

WHEREAS, the property owners have agreed to pay all costs associated with the extension of a water service to connect to the adjacent water main and to comply with the City’s design and construction requirements, including signing an annexation covenant; and

WHEREAS, the City Council of the City of Spokane after careful consideration of the specific facts associated with the Parcel, finds modification of the Retail Water Service Area to include Parcel Number 26231.9207 to be in the public interest;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

1) The amendment of the Retail Water Service Area Map is hereby approved to include Parcel Number 26231.9207.

2) Staff is directed and authorized to prepare and enter a water supply or service agreement with the owners of Parcel Number 26231.9207 consistent with this resolution and City code.

3) Staff is authorized to seek the approval of the department of health for amendment of the city's water service areas consistent with this resolution and other resolutions adopted to amend city water service areas as necessary.

Adopted and approved by City Council _____, 2021.

City Clerk

Approved as to Form:

Assistant City Attorney

MEMORANDUM

CITY OF SPOKANE WATER DEPARTMENT

DATE: February 20, 2020

TO: Eldon Brown, P.E., Principal Engineer – Developer Services

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Beadle Application for Retail Service Area Amendment, Parcel #26231.9207

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated March 30, 2018, is located in the City of Spokane Future Service Area but outside of the UGA boundary and the current City of Spokane Retail Service Area. The subject parcel is approximately 5.21 acres located in North Spokane in the Five Mile Area.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA.*** The submitted application is a request by the property owner for consideration of the subject property for inclusion in an amendment of the RSA boundary to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC. The following is a review of the subject property for consistency with these requirements for water service.

Duty to Serve Requirement: (WSP, Section 1.9)

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

1. Capacity:

Requirement: The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

Analysis: The Subject property is located in the Kemp Pressure Zone. Sufficient Capacity exists in the system to serve the proposed lot.

Consistency:

Requirement: All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

Analysis: The City Council must approve an amendment of RSA to include the property into the RSA. Additionally to extend service outside of the UGA the proposal must fall within the limitations to provide service outside of the urban growth areas outlined in CFU 3.6 of the City of Spokane Comprehensive Plan. The parcel is adjacent to the water main located in North Five Mile Road where water is available. No main extension would be required and water service would need to meet the limitations outlined in CFU 3.6 Section B. The water main in North Five Mile Road directly adjacent to the subject parcel was installed in June 2000 which does appear to meet the limitations outlined in CFU 3.6, Section B where connection may be allowed to parcels directly adjacent to a water main if the Main was installed prior to May 31, 2001.

Water Rights:

Requirement: Available water rights must be sufficient to provide for all new service requested.

Analysis: Water Rights are sufficient to provide for the requested service.

2. Timely and Reasonable:

Requirement: The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable rules and regulations and shall be consistent with all development regulations.

Analysis: A water service from the North Five Mile Road water main would be capable of providing water service to the proposed subject parcel which is directly adjacent water main. The property owner would need to construct the service at their cost to provide water service to the subject parcel and construction shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.

Additional Considerations/Circumstances:

Additional documentation for consideration is attached to the subject application.

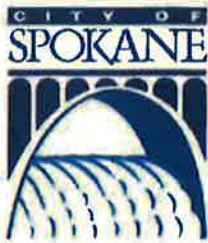
If there are any questions or if you require additional information, documentation or clarification of the consistency review please contact me at your convenience.

Cc: Elizabeth Schoedel – Assistant City Attorney – COS Legal
Dan Kegley, Director – Water & Wastewater Collections

Encl:

City of
Spokane

Planning Services
Department



Application to Expand the Retail Water Service Area

New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921

SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.

Date of Application: Mar. 30, 2018

Deadline for 120 day Response from Date of Application: _____

PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

PROPERTY INFORMATION: By City of Spokane Staff

- Is the property within the Urban Growth Area boundary? Yes ____ No ____
- Does the property have a prior commitment to serve water? Yes ____ No ____
- Is the property within the City of Spokane Coordinated Water System Plan Boundary?
Yes ____ No ____

LEGAL DESCRIPTION: By Applicant

26231.9207
Lot _____ Block _____
Addition _____

Legal Attached: Yes/No

23-26-42 S 1/2 of Folg. Desc. Prop. S 495 Ft. of N 990 Ft. of NE 1/4
of NE 1/4 Exc. W 330 Ft. & Exc Rd & Exc S. 80 ft of E 80 ft.

PROPERTY OWNER: (Please Print)

Name: Virginia (Ming) Beadle
Address: 8704 N. Kensington Dr.
Spokane, Wa. Zip 99208
Daytime Phone: 509-994-9775
Email Address: gbeadle_21@hotmail.com

AB [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

AB [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.

Virginia (Ming) M. Beadle
Signature of Owner or Owner's Authorized Representative

03.30.18
Date

Virginia M. Beadle (Mother to Catherine Beadle)
Printed Name Relationship to Owner Phone Contact # 509-994-9775

gbeadle_21@hotmail.com
e-mail Address

Supplemental to Application to Expand the Retail Water Service Area

Application Date: March, 30, 2018

Applicant: Virginia (Ginny) Beadle

Parcel No. 26231.9207

Last summer the City Council considered this application to expand the Retail Water Service Area to the property, together with 7 other applications, and the City Council voted to reject the application. For the reasons set forth below, the City Council should grant this application.

As specifically stated by Eldon Brown in the Memorandum dated April 2, 2018 which was submitted for the City Council's consideration with the application, the relevant law and policies applicable to the application include the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, WAC 246-290 and the City of Spokane Comprehensive Plan (specifically CFU 3.6).

Below is a recitation of applicable law, regulations, policies and zoning characteristics, all of which when taken together should result in the approval of this application by the City.

Relevant Property Characteristics

The property is located in the City of Spokane Future Service Area, but is outside of the Urban Growth Area (UGA) and is outside the City of Spokane Retail Service Area (RSA).

The City Would be Timely and Reasonable in Granting this Application and Providing the Requested Water Services

A municipal water supplier has a duty to provide retail water service within its retail service area if certain conditions are met. RCW 43.20.260. A municipal water supplier has the right of first refusal to provide water service in its designated future service area, and it may choose to decline a request for water service outside of the retail service area if it cannot or will not provide the new service in a timely and reasonable manner as defined in the located WSP. See Washington State Department of Health documents entitled "*Timely and Reasonable Water Service*" and "*Service Areas in Planning Documents*" attached as Exhibit A. As discussed in the DOH documents, if the municipal water supplier cannot or will not provide the requested water service in a timely and reasonable manner, the applicant has the right to seek service from another water system or develop a new public water system if an existing system is not willing or able to provide the service.

The DOH suggests that the "timely" component is 120 days from the date on which the applicant and the water system complete a formal agreement. The DOH further suggests that new water service is "reasonable" if the conditions of service and the associated costs are (i) consistent with local land-use plans and development regulations; (ii) consistent with those documented in the system's approved water system plan; and (iii) consistent with the system's acknowledged standard practice experienced by other applicants requesting similar water services.

Section 1.7 of the City of Spokane's WSP states that the provision of service outside of the City's RSA will be reasonable if (i) the conditions of the request for service comply with the Comprehensive Plan and

Lands outside of Urban Growth Areas (UGAs) will have low densities that can be sustained by minimal infrastructure improvements such as septic systems, individual wells and rural roads. When domestic water service can be provided in a timely and reasonable manner, individual wells should not be allowed. Growth outside of Urban Growth Areas (UGAs) should not alter the rural character, degrade the environment or create a need for urban services. However, areas outside of the Urban Growth Areas (UGAs) must be adequately planned in order to accommodate future expansions of the Urban Growth Areas (UGAs).

(emphasis added.)

The Spokane County Code defines the “Urban Reserve” zoning classification as including land outside of the UGA that is preserved for expansion of urban development in the long term. “These areas are given development standards and incentives so that land uses established in the near future do not preclude their eventual conversion to urban densities. Residential clustering is encouraged to allow residential development rights while ensuring that these areas will be available for future development.” SCC 14.16.100. Further, attached as Exhibit C, is Spokane County published information on land use categories and policies, which provides as follows:

The Urban Reserve Area category includes lands outside the Urban Growth Area that are considered for growth within a 40-year planning horizon. These areas are given special consideration, such as low-density, large-lot development, so that land uses established in the near future do not preclude their eventual conversion to urban densities... The use of public water systems or community wells is encouraged...

(published at <https://www.spokanecounty.org/DocumentCenter/View/926/Descriptions-of-the-Different-Categories-PDF?bidId=>; *emphasis added*).

Attached hereto as Exhibit D is a letter from Ginny Beadle outlining health and safety issues regarding drilling a well on the property, which include historical use of pesticides on the property for agricultural purposes, evidence of issues with wells on neighboring properties (such as the presence of harmful microorganisms) and issues with the water table and negative impacts on wells in the area. These public health and safety concerns, coupled with the underlying zoning and City policies make it clear that the City should approve the application for connection to public water.

Analysis and Conclusion

The property at issue is located in the City of Spokane FSA but outside of the UGA and the RSA. The property is zoned Urban Reserve. Therefore, as discussed above in detail, it is contemplated by the various laws, regulations and plans that the applicant must first ask to connect to the City water system so the City can exercise its first right of refusal to provide the water services if it can do so in a timely and reasonable manner. This application and the inclusion of the property in the RSA will certainly be timely (there does not appear to be any issue with review of the application or connection to the water main essentially in the front yard of this property). Approval of this application will be reasonable based on both the DOH suggestions for reasonableness and the WSP because it is consistent with local land-use plans and development regulations and the WSP, and there is no indication that applicants with properties similarly situated and zoned would not, or have not, be treated similarly.

Support for Water Service from City of Spokane

I am requesting water for parcel 26231.9207.
My property is adjacent to a water main on
Five Mile Rd.

In 2005 My Mom and I sold a piece of property
80' x 80' to the city of Spokane for a booster
station to make water available for others.
Mr. Nesbitt and I talked about water access to
my property on Five Mile Rd.

At the time I sold the property, ^{I understood that} I would be
able to return and apply for water.

Please consider my request for water for
parcel 26231.9207.

Thank you!

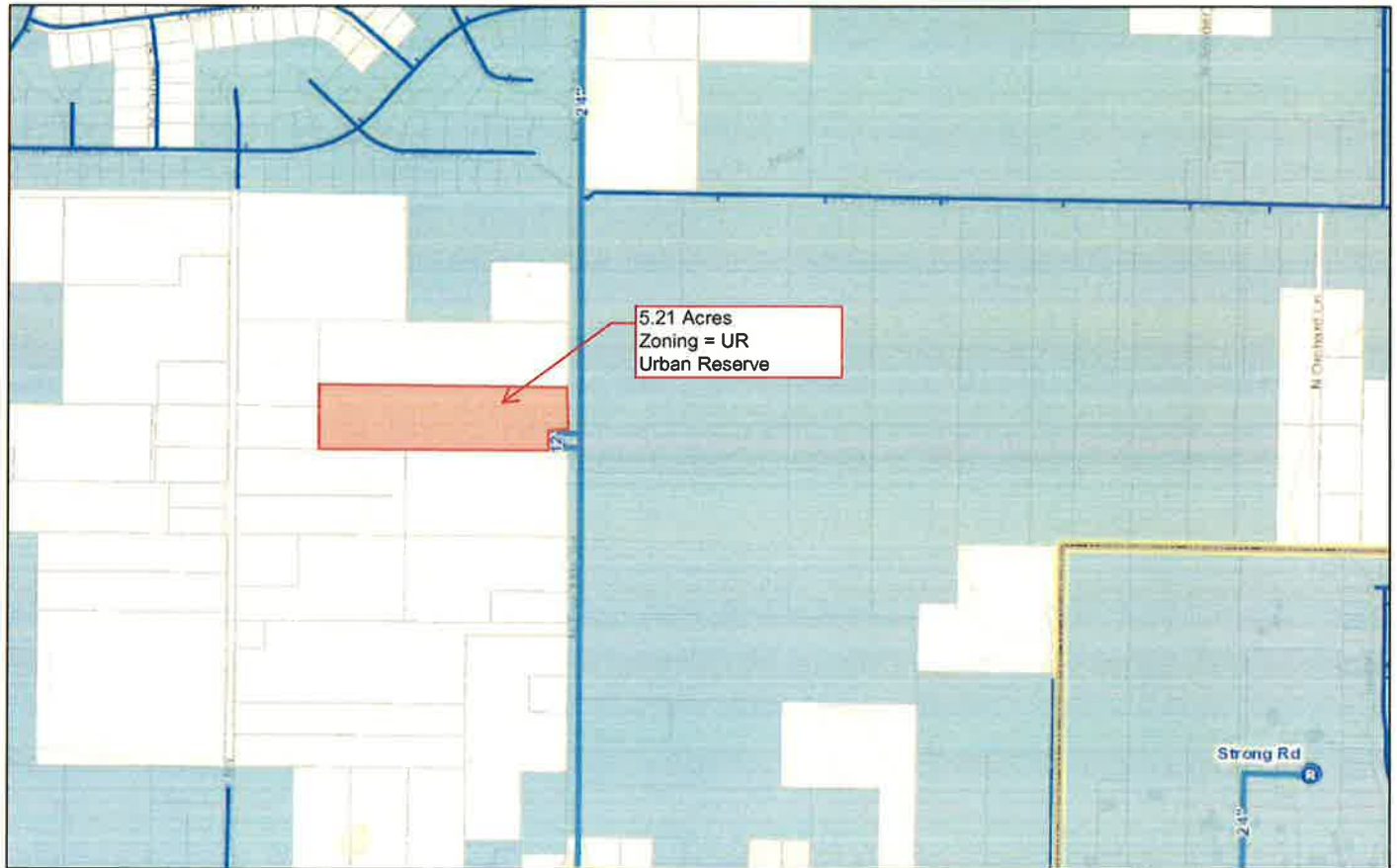
Mining Beadle

8704 N. Kensington Dr.

Spokane, Wa. 99208

509-994-9775

Virginia Beadle - 26231.9207



April 11, 2018

Areas

Override 1

City of Spokane Boundary

Storage Facility

Water Main

Distribution Main

Hydrant Lead

Transmission Main

Water Retail Service Area

Parcel

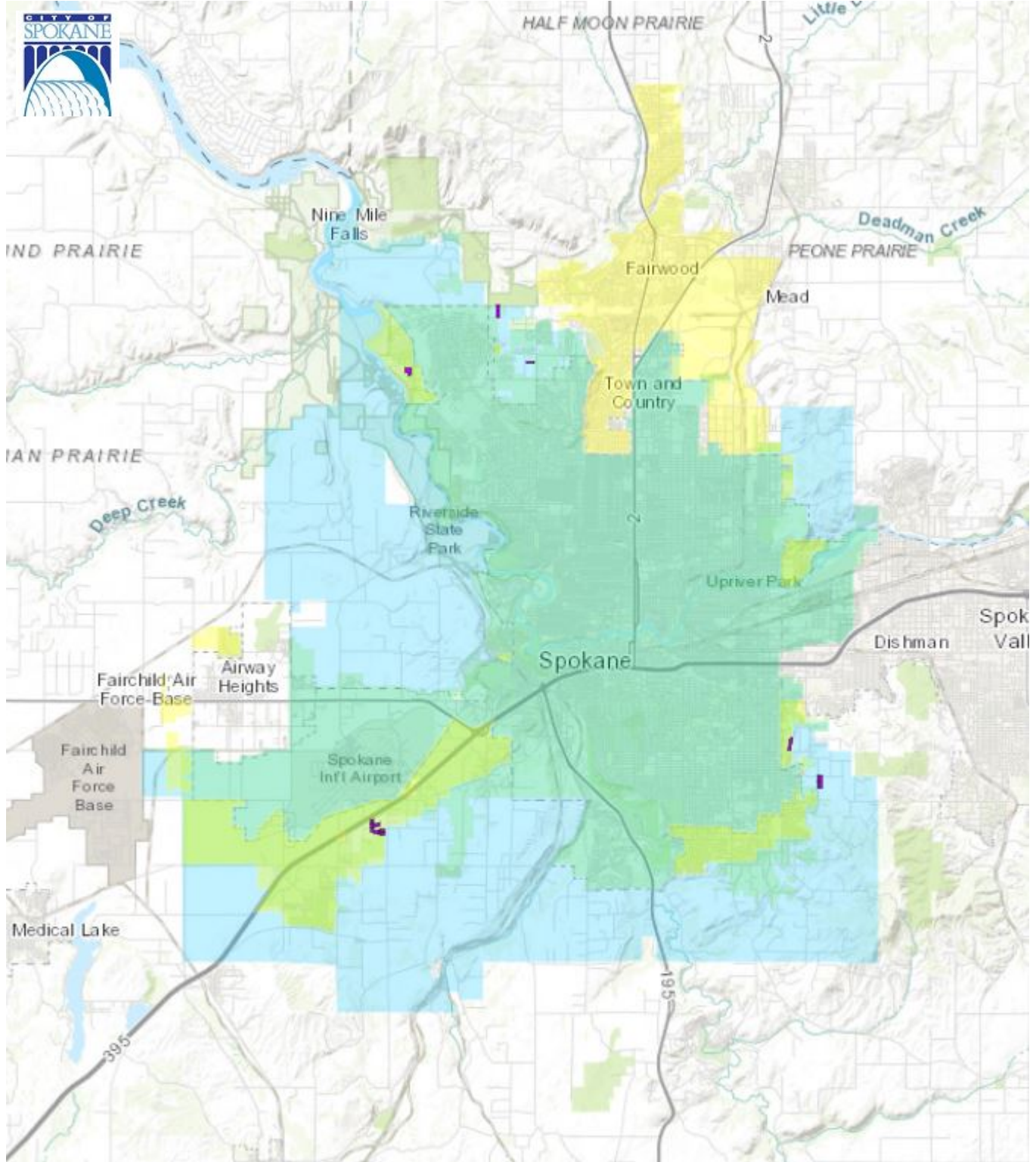
1:9,503

0 0.075 0.15 0.3 mi
0 0.125 0.25 0.5 km

City of Spokane GIS
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS,

City of Spokane GIS
City of Spokane GIS

2021 Water Retail Service Applications



2021 Applications to Amend the City of Spokane Retail Water Service Boundary (Summary of Criteria Considered for each Application)

Application Parcel Number	Water is Available in a timely and reasonable manner	Sufficient water rights available	Sufficient capacity to serve	Consistent with requirements of local plans and regulations
26212.9098	Complies – adjacent to water main, service connection required	Complies	Complies	Inside UGA - Complies
35354.9042, .9043, .9044	Complies – Developer to extend	Complies	Complies	<u>Outside UGA</u> – compliance with CFU. 3.6 (public services?)
24051.9079	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
24051.9077	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
24051.9080, .9081	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
24051.0409	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
24051.0116, .0103, .0104	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
26231.9207	Complies – adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – complies with CFU 3.6 – adj. water main constructed in 2000
26142.9021	Complies - adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – compliance with CFU 3.6 – health hazard for existing farm use?
35263.9141	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
26133.0272	Complies- adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – complies with CFU 3.6 – borders UGA Boundary

Water Service Areas:

Inside City Boundaries	Outside City boundaries – Inside Retail Water Service Area	Outside Retail Water Service Area	Outside Water Service Area Wholesale Water Service Agreements
Duty To Serve	<p>Duty To Serve inside water service area – subject to limitations:</p> <ol style="list-style-type: none"> 1. Water is available in timely and reasonable manner as determined by City Utility 2. Sufficient water rights available to provide water service 3. Sufficient capacity to serve in safe and reliable manner 4. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances 5. Annexation covenant must be signed 6. Written contract with cost allocation, indemnity, applicable liabilities 7. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer 	<p>No Duty To Serve outside Retail Water Service Area unless:</p> <ol style="list-style-type: none"> 1. City Council approves amendment of RSA 2. Requires DOH approval <p>Can serve after amendment:</p> <ol style="list-style-type: none"> 3. Water is available in timely and reasonable manner 4. Sufficient water rights available to provide water service 5. Sufficient capacity to serve in safe and reliable manner 6. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances including Water System Plan and service area boundaries 7. Annexation covenant must be signed 8. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities 9. Extension of service is necessary to protect basic health/safety/environment 	<p>No Duty to Serve</p> <p>Wholesale / water supply agreement or interlocal agreement subject to City Council approval.</p> <p>Sufficient water rights to provide water service</p> <p>Sufficient capacity to serve in safe and reliable manner</p> <p>Consistent with requirements of local plans and regulations and the City's utility service extension ordinances and Water System Plan</p> <p>Subject to approval by the Department of Health</p> <p>AND</p> <p>May Require an amendment to the Water System Plan</p>

also take into consideration any possible environmental or health issues associated with regional utility corridors.

CFU 3.4 Natural and Man-Made Disasters

Continue to participate in a coordinated regional plan for the provision of public services in the event of natural or man-made disasters.

CFU 3.5 Uniformity of Standards

Collaborate with Spokane County to ensure that the City of Spokane's engineering, land use and related level of service standards are applied throughout the adjacent Urban Growth Area (UGA).

Discussion: Regardless of which jurisdiction administers development in the unincorporated portions of the city's UGA, it is imperative that engineering standards, land use patterns and development densities correspond to city standards so that services may be provided by the city in an efficient and cost effective manner once those lands are annexed by the city.

CFU 3.6 Limitation of Services Outside Urban Growth Areas

Limit the provision of water and sewer service by the City of Spokane outside Urban Growth Areas (UGAs) to areas where exceptions apply.

Discussion: It is appropriate for the City of Spokane to extend or expand water and sewer services outside UGAs in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development. (RCW 36.70A.110(4)). The intent of this policy is to provide for connection and/or expansion of the city's public utility infrastructure outside Urban Growth Areas in limited situations consistent with the Growth Management Act and the County Wide Planning Policies for Spokane County, where the long term viability of the city and the health and safety of residents of the rural areas are balanced with maintaining the character of the rural areas and sound planning principles.

Provision of services outside the Urban Growth Area shall meet the following requirements:

A. City of Spokane Sewer Service

1. **Sewer Service Connections.** Sewer Service Connections to property outside UGAs will be approved only if the connection is to existing infrastructure with surplus capacity, and one or both of the following conditions for exception exists:



- a. The Spokane Regional Health District or the Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
 - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.
 - c. Contingent upon mutual agreement of the City Council and the Board of County Commissioners, sewer service outside designated urban growth areas may be allowed for the purpose of protecting the sole source Aquifer, subject to additional conditions and as allowed by state law.
 2. Sewer Main Extensions. Any mains extended outside UGAs after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's sewer utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in 1. (a.), (b.), and (c.) above.
- B. City of Spokane Water Service. Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:
1. Water Service Connections. Service connections outside a UGA may be allowed only under the following conditions:
 - a. Connections required under 2.(a), (b), (c), and (d) below;
 - b. Connections may be allowed to parcels directly adjacent to a main if the parcel existed and the main was installed prior to May 31, 2001, or the main is located along a UGA boundary.
 2. Water Main Extensions
 - a. The Spokane Regional Health District or Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
 - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.



- c. The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services.
 - d. The main may supply service to a Rural Cluster Development approved by the County within an area zoned Urban Reserve subject to the platted streets directly bordering each lot meeting city Standards and sewer mains being installed in these platted streets concurrent with water main installations. If conditions 1 and 2 in Section A are not met, the sewer mains shall be "dry lines" until connections are allowed by State Law and orders to connect are issued by the city as addressed in Section C.
 - e. All costs associated with the extension of water infrastructure subject to this policy will be borne by the proponent.
 - f. Any water infrastructure extended or located outside a UGA after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's water utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in (a), (b), (c), (d), and (e) above.
- C. General Provisions. All owners of property outside UGAs that are allowed to connect to the city's utilities shall sign a binding agreement to annex when requested to do so by the city. In the case of connections to the Water Utility only, the binding agreement shall also provide that the property owner agrees to connect to the City of Spokane's sewer system at the property owner's sole expense when requested to do so by the city. In addition, all exceptions shall be considered within the context of overall cumulative impacts on capacity and level of service obligations in accordance with the city's Capital Facilities Program, Six-Year Capital Improvement Plans and Concurrency Management System. Except for the limited exceptions addressed herein, the rural population allocation shall be accommodated without reliance on the extension of public services.

This policy does not limit the city's authority to impose additional conditions, require a developer agreement that includes a requirement for payment of



mitigation fees, or modify existing conditions on extensions of water or sewer service outside of urban growth areas.

In all cases, water or sewer service can be extended only if:

1. It can be done in a timely and reasonable manner; and,
2. Ground water resources and the sole source Aquifer can be protected by concurrently connecting the premise to a public sewer or reasonable accommodations are made to connect to a public sewer as soon as allowed by law; and,
3. A developer agreement incorporating mitigation requirements is approved by City Council.

See City of Spokane Water System Plan.

CFU 4 SERVICE PROVISION

Goal: Provide public services in a manner that facilitates efficient and effective delivery of services and meets current and future demand.

Policies

CFU 4.1 Compact Development

Promote compact areas of concentrated development in designated centers to facilitate economical and efficient provision of utilities, public facilities, and services.

Discussion: Infill and dense development should be encouraged where excess capacity is available since compact systems are generally less expensive to build and maintain.



CFU 4.2 Access to Utility Easements

Require that subdivision and building regulations protect and preserve access to utility easements.

Discussion: In order to facilitate timely repair and reduce the duration of power outages, it is important that access to electrical, cable, and telephone transmission facilities be available and unobstructed at all times.



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

05/03/2021

Date Rec'd

4/21/2021

Clerk's File #

RES 2021-0039

Renews #**Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

ELDON BROWN 6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

4700 - RESOLUTION TO MODIFY WATER SERVICE AREA - D

Agenda Wording

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26142.9021.

Summary (Background)

Various property owners are requesting to connect certain properties to the City of Spokane Water System. Presently, these properties are located outside the City of Spokane's Retail Water Service Boundary. Prior to the City accepting applications to connect, these properties shall be included in the City's Retail Water Service Boundary.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session\Other

3/19/20 & 11/5/20

Division Director

BECKER, KRIS

Council Sponsor

CM Cathcart

Finance

HUGHES, MICHELLE

Distribution List**Legal**

RICHMAN, JAMES

ebrown@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kbecker@spokanecity.org

Additional Approvals

mvanderkamp@spokanecity.org

Purchasing

RESOLUTION 2021-0039

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26142.9021.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten (10) years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health (WSDOH) rules and regulations defines existing water service areas, retail water service areas, and future water service areas; and

WHEREAS, the property owners of Parcel Number 26142.9021 and the WSDOH have made a specific request for water service from the City of Spokane for purposes of serving an existing family farm on 9.90 acres in Spokane County (Five Mile Prairie), zoned urban reserve; and

WHEREAS, the Parcel is located outside the Urban Growth Area (UGA) Boundary; and

WHEREAS, the Parcel is located within the City's Future Water Service Area, but outside the current Retail Water Service Area; and

WHEREAS, in order to extend water service, the Spokane Municipal Code requires City Council amendment to expand the Retail Water Service Area; and

WHEREAS, the Water Department has infrastructure, i.e. a 24-inch transmission water main in the City's Kempe Water Tank Site, near the Parcel, which provides water service to neighboring and surrounding parcels; and

WHEREAS, the City's water infrastructure has available water rights and capacity to provide water service to the Parcel; and

WHEREAS, Policy CFU 3.6 of the City's Comprehensive Plan provides that expansion of the City's water service outside the UGA may be allowed when such

services are financially supportable at rural densities and do not permit urban development; and

WHEREAS, Policy CFU 3.6, B. City of Spokane Water Service, states:

"Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:

2a. The Spokane Regional Health District or Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety"; and

WHEREAS, the WSDOH provided a letter dated July 15, 2019 supporting the connection of this Parcel to the City water system based upon their assessment of the health and safety considerations of the workers and employees operating the farm. Presently, water must be transported to the site for all uses necessary to operate the farm; and

WHEREAS, the property owners have agreed to pay all costs associated with the extension of a water service to connect to the existing water main and to comply with the City's design and construction requirements, including signing an annexation covenant; and

WHEREAS, the City Council of the City of Spokane after careful consideration of the specific facts associated with the Parcel, finds modification of the Retail Water Service Area to include Parcel Number 26142.9021 to be in the public interest;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

1) The amendment of the Retail Water Service Area Map is hereby approved to include Parcel Number 26142.9021.

2) Staff is directed and authorized to prepare and enter a water supply or service agreement with the owners of Parcel Number 26142.9021 consistent with this resolution and City code.

3) Staff is authorized to seek the approval of the WSDOH for amendment of the city's water service areas consistent with this resolution and other resolutions adopted to amend city water service areas as necessary.

Adopted and approved by City Council _____, 2021.

City Clerk

Approved as to Form:

Assistant City Attorney

MEMORANDUM

CITY OF SPOKANE WATER DEPARTMENT

DATE: February 20, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Klimok Application for Retail Service Area Amendment, Parcel #26142.9021

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated June 27, 2019, is located in the City of Spokane Future Service Area, outside of the Urban Growth Boundary (UGA) and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 9.90 acres located in Five Mile Prairie area in North Spokane.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

Duty to Serve Requirement: (WSP Section 1.9)

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

1. Capacity:

Requirement: The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

Analysis: The Subject parcel is located in the Kempe Pressure Zone. Sufficient capacity exists in the Kempe Pressure Zone to serve the subject parcel.

2. Consistency:

Requirement: All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

Analysis: The subject parcel lies outside of the UGA and outside of the current RSA boundaries and is adjacent to an existing water main. Stated previously, for consistency the City Council must approve an amendment of RSA to include the property into the RSA. Additionally to extend service outside of the UGA the proposal must fall within the limitations to provide service outside of the urban growth areas outlined in CFU 3.6 of the City of Spokane Comprehensive Plan.

The limitations outlined in CFU 3.6 water service connections outside the UGA may be allowed if the parcel meets specific conditions. Section B. City of Spokane Water Service, subsection 2. (a.) provides the following condition: The Spokane Regional Health District or Washington State Department of Health has determined that an existing development poses and immediate threat to public health or safety. Information included with the application states the water use will be for farm operations to include potable use for farm workers and bee keeping operations to include basic necessities such as hand washing, hygiene, food preparation and restroom sanitation. Also included with the application is a letter dated July 15, 2019 from the Washington State Department of Health. The Letter voices support for the application to connect to the City of Spokane public water system citing the benefit to the health and safety of the applicant and its workers. The existing operating conditions at the subject parcel and the letter from the Department of Health may interpreted to meet the conditions of CFU 3.6.

3. Water Rights:

Requirement: Available water rights must be sufficient to provide for all new service requested.

Analysis: Water Rights are sufficient to provide for the requested service.

4. Timely and Reasonable:

Requirement: The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

Analysis: The subject property is located adjacent to a City of Spokane water facility capable of providing water service to the proposed subject parcel. The developer would need to construct infrastructure improvements at their cost to

extend the water service to the subject parcel and shall meet all applicable rules and regulations and be consistent with all development requirements.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

Additional Considerations:

A letter dated July 15, 2019 from the State of Washington Department of Health is included with the application to expand the retail water service area discussing the subject parcel and the benefit to health and safety. Additional information with the application includes efforts and research completed to explore other potential sources of water to include well drilling and service from neighboring water purveyors. No other potential sources of water investigated by the applicant appear feasible at this time.

Following our consistency review of the subject application we find that the subject parcel in the application may be considered timely for an amendment if the application and supplemental documentation is found to meet the limitations of CFU 3.6 for water service outside of the Urban Growth Boundary. The use is an existing condition and a water facility is located adjacent to the subject parcel with capacity to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to construct infrastructure improvements at their cost to extend the water service to the subject parcel meeting development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

City of
Spokane

Planning Services
Department



Application to Expand the Retail Water Service Area

New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921

SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.

Date of Application: 6/27/2019

Deadline for 120 day Response from Date of Application: _____

PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

PROPERTY INFORMATION: By City of Spokane Staff

- Is the property within the Urban Growth Area boundary? Yes ____ No ____
- Does the property have a prior commitment to serve water? Yes ____ No ____
- Is the property within the City of Spokane Coordinated Water System Plan Boundary?
Yes ____ No ____

LEGAL DESCRIPTION: By Applicant

Lot _____ Block _____
Addition _____

Legal Attached: Yes/No

10711 N Dorset Rd
Spokane, WA 99208

Parcel Number: 26142.9021

PROPERTY OWNER: (Please Print)

Name: Rubim Klimok
Address: 7819 N Debby Lynn CT
Spokane, WA Zip 99208
Daytime Phone: (509) 270-5803
Email Address: ruben@outdoorbee.com

R.K. [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

R.K. [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.

Rubim 6/27/19
Signature of Owner or Owner's Authorized Representative Date

Rubim Klimok Owner (509) 270-5803
Printed Name Relationship to Owner Phone Contact #

ruben@outdoorbee.com
e-mail Address

Application to Expand the Retail Water Service Area

10711 N Dorset Rd
Spokane, WA 99208

Purpose:

The use for this water will be for our Family Farm operations including

- Drinking for Honey Bees and Livestock
- Water for Stock tanks and mixing feed
- Water for drinking(employees) and basic hygiene

Abstract:

10711 N Dorset Rd is a 9.9 acre lot located on the Northwest corner of the Five mile UGA. Our lot is a family farm beekeeping operation and safe water is needed for Family, workers, and livestock. A well was drilled on 7-27-17 with a result of 0 Gal/min. Further studies have been to obtain safe water both through Whitworth and other methods have been told to us are unlikely to succeed. The Spokane City water tower is next to our property. We would like to expand the UGA to have safe, potable water for our farm use. The closest neighboring wells have been decommissioned due to contamination and are connected to city water.

Case:

In early 2015 our family purchased a 9.9 Acre parcel located at the northwest corner of the 5-Mile area bordering the Little Spokane Area Natural Area. This parcel makes an ideal place for our farm needs at the 2400ft elevation and near 400+ acres of natural protected north of us. The property is used daily for honey bees and livestock.

Our current use of water demands the nourishment of our family, bees, and workers. The temporary solution has been to bring water using totes and containers for our daily use with bees and employees. Since 2015 we have been filling up water from our Five mile city residence(7819 N Debby Lynn Ct) and hauling over to our property. This is increasingly stressful and carries the liability of health risks due to the storage and limited supply.

Our farm workers and bees require water for daily well-being. The health liabilities we face and continuously mitigate have been from basics such as hand washing, hygiene, food preparation, restroom sanitation to more general issues such as the sanitary and adequate feeding of bees and livestock. Keeping the water storage tanks in clean healthy condition from any bacterial growth is a major challenge and the plastic containers are always a health concern for us. In hot summer months the stored water gets warm causing even more concerns.

We have spent considerable efforts and money to obtain a permanent solution for clean potable water to the property. Based on Washington Well Log reports, this area does not have any good functioning wells. The nearest wells were decommissioned and connected to city water. On July 27, 2017 drilling was performed for a water well, being unsuccessful. We worked with HGI-World, a local well siting company, to attempt to locate water but due to the interference of high power lines running in the area through the property, there does not appear to be a method to make locating successful.

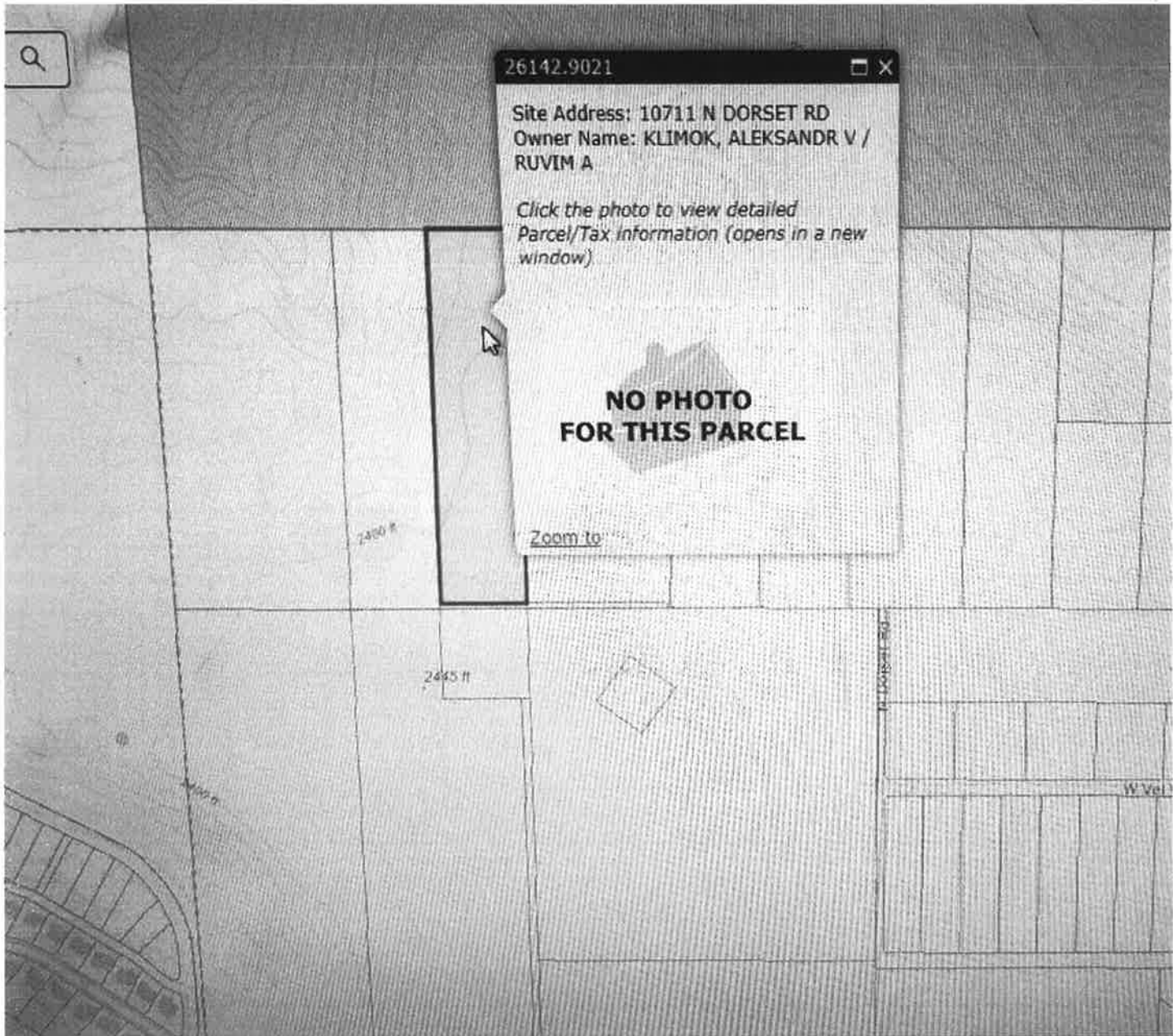
Spokane County Water Resources lists the City of Spokane as our water supplier. Due to the UGA, we have been unable to obtain water from the district. We attempted to obtain water from Whitworth Water District and from Velview Water District #13. Whitworth Water District can not supply due to the distance and elevation. Velview Water District #13 cannot supply due to their wells lack of water. The City of Spokane water tower is located 50 feet from our property and is our only hope for a healthy and sanitary water source. We are in desperate need of water and The City of Spokane is our only hope!

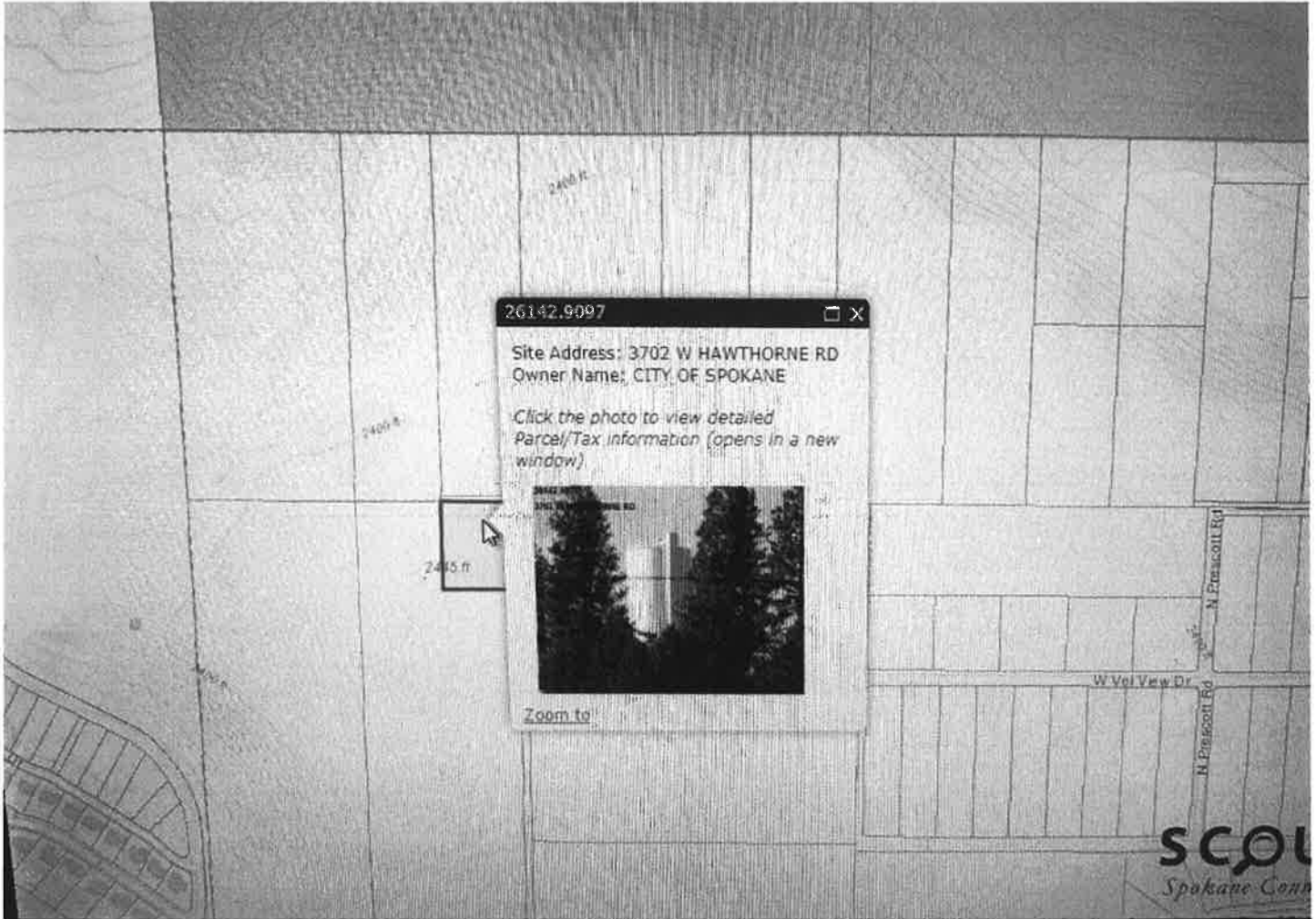
Address: 10711 N Dorset Rd

Parcel: 26142.9021

Legal Description:

14 26 42 E1/2 OF NW1/4 OF NW1/4 EXC W333.22FT; SUBJ TO ESMT;EXC THE S 20FT
THEREOF





Unassigned Address

26113.9010

Unassigned Address

Unassigned Address

10711 N
DORSET RD

0 UNKNOWN
ADDRESS

10701 N
DORSET RD

Unassigned Address

26142.9018

26142.9020

26142.9021

26142.9099

26142.9027

26142.9026

signed
Address

26145.9060

0 UNKNOWN

26145.9101

3702 W
HAWTHORNE RD

26142.9097

Unassigned Address

26142.9062

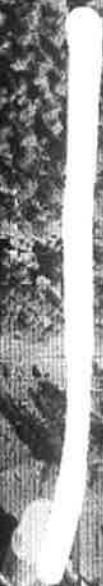
3701 W VEL

26142.9061

SCOR

Spokane County

**Proposed water
line**





STATE OF WASHINGTON
DEPARTMENT OF HEALTH
EASTERN DRINKING WATER REGIONAL OPERATIONS
16201 E Indiana Avenue, Suite 1500, Spokane Valley, Washington 99216-2830
TTY Relay 1-800-833-6384

July 15, 2019

Dan Kegley, Director
City of Spokane Water Department
914 E North Foothills Dr.
Spokane, WA 99207-2794

Subject: DOH Support for Application to Expand the Retail Water Service Area

Dear Mr. Kegley:

I write this letter in support of Ruvim Klimok's application for a connection from the City of Spokane public water system to his property at 10711 N. Dorset Road. Although his property is outside the boundaries of the City's designated Retail Water Service Area, we believe that the benefit to the health and safety of Mr. Klimok's family and employees, as well as the relative ease with which the service connection may be made, favors approval of Mr. Klimok's application.

Mr. Klimok has made a sincere effort to find other options for safe and reliable delivery of drinking water to his property, including drilling a new well and connecting to other public water systems nearby. Unfortunately, none of these other options were feasible. City of Spokane drinking water infrastructure exists on property adjacent to Mr. Klimok's property, presenting an opportunity for a solution that is feasible for both the city and Mr. Klimok.

The Department of Health supports approval of Mr. Klimok's application for a drinking water connection from the City of Spokane public water system to his property at 10711 N. Dorset Road.

Sincerely,

Dorothy Tibbetts, MS, MPH
Regional Manager
Office of Drinking Water
Division of Environmental Public Health

cc: Scott Mallery, PE
Ruvim Klimok

Wed, Mar 13, 2019 at 12:29 PM

Subject: Geophysics for well siting

Hi Oleg,

I'm sorry it's taken a little bit to get back to you about this after talking to you the other day. In reviewing your site, there doesn't appear to be a great geophysical method to help you. The best one would be electrical resistivity; however, the northern portion of your site has high-voltage power lines which would likely cause interference with the electrical resistivity measurements. It's hard to say how bad the interference would be, we may be able to get some data that are ok out there, or it could be mostly unusable. We've considered some other methods, but those would likely fair even worse with the power lines.

I've crunched the numbers, and for us to do a line of electrical resistivity across your site would cost about \$15,500. If the data are ok, then we should see down about 260 feet in the middle of your site. The maximum depth of penetration would only be achieved in the middle of the site, and it would decrease to the north and south on a slope of 2.5:1 until it tapers to zero depth of penetration at the north and south ends of the site.

If this sounds like something you would like to try, please let me know and I will work up a formal proposal for you.

Regards,
Jeremy

Jeremy Strohmeyer, P.G.
Senior Project Manager

1806 Terminal Drive
Richland, WA 99354
Main Office: 509.946.7111
Cell: 913.370.3048
jstrohmeyer@hgiworld.com
www.hgiworld.com

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WATER WELL REPORT

Original & 1st copy - Ecology, 2nd copy - owner, 3rd copy - driller



DEPARTMENT OF
ECOLOGY

Construction/Decommission ("x" in circle)

☒ Construction

☐ Decommission **ORIGINAL INSTALLATION**

Notice of Intent Number

PROPOSED USE: ☒ Domestic ☐ Industrial ☐ Municipal
☐ DeWater ☐ Irrigation ☐ Test Well ☐ Other

TYPE OF WORK: Owner's number of well (if more than one) _____
☒ New well ☐ Reconditioned Method: ☐ Dug ☐ Bored ☐ Driven
☐ Deepened ☐ Cable ☒ Rotary ☐ Jetted

DIMENSIONS: Diameter of well 6 inches, drilled 180 ft.
Depth of completed well 180 ft.

CONSTRUCTION DETAILS
Casing ☒ Welded 6" Diam. from +2 ft. to 49 ft.
Installed: ☐ Liner installed _____" Diam. from _____ ft. to _____ ft.
☐ Threaded _____" Diam. From _____ ft. to _____ ft.

Perforations: ☐ Yes ☒ No
Type of perforator used _____
SIZE of perforations _____ in. by _____ in. and no. of perforations from _____ ft. to _____ ft.
Screens: ☐ Yes ☒ No ☐ K-Pac Location _____
Manufacturer's Name _____
Type _____ Model No. _____
Diam. _____ Slot size _____ from _____ ft. to _____ ft.
Diam. _____ Slot size _____ from _____ ft. to _____ ft.

Gravel/Filter packed: ☐ Yes ☒ No Size of gravel/sand _____
Materials placed from _____ ft. to _____ ft.

Surface Seal: ☒ Yes ☐ No To what depth? 20 ft.
Material used in seal Bentonite
Did any strata contain unusable water? ☐ Yes ☒ No
Type of water? _____ Depth of strata _____
Method of sealing strata off _____

PUMP: Manufacturer's Name _____
Type: _____ H.P. _____

WATER LEVELS: Land-surface elevation above mean sea level _____ ft.
Static level 0 ft. below top of well Date 7-27-17
Artesian pressure _____ lbs. per square inch Date _____
Artesian water is controlled by _____ (cap, valve, etc.)

WELL TESTS: Drawdown is amount water level is lowered below static level
Was a pump test made? ☐ Yes ☒ No If yes, by whom? _____
Yield: _____ gal/min. with _____ ft. drawdown after _____ hrs.
Yield: _____ gal/min. with _____ ft. drawdown after _____ hrs.
Yield: _____ gal/min. with _____ ft. drawdown after _____ hrs.
Recovery data (time taken as zero when pump turned off) (water level measured from well top to water level)
Time Water Level Time Water Level Time Water Level

Date of test _____

Bailer test _____ gal/min. with _____ ft. drawdown after _____ hrs.
Airtest 0 gal/min. with stem set at 175 ft. for 1 hrs.
Artesian flow _____ g.p.m. Date 7-27-17
Temperature of water _____ Was a chemical analysis made? ☐ Yes ☒ No

CURRENT

Notice of Intent No. WE28458
Unique Ecology Well ID Tag No. BKW-839
Water Right Permit No. _____
Property Owner Name Alex Klimok
Well Street Address 10711 N. Dorset
City Spokane County Spokane
Location NW 1/4-1/4 NW 1/4 Sec 14 Twn 26 R 42 EWM ☒
(s, t, r Still REQUIRED) Or WWM ☐
Lat/Long _____
Lat Deg _____ Lat Min/Sec _____
Long Deg _____ Long Min/Sec _____
Tax parcel No. (Required) 26142.9021

CONSTRUCTION OR DECOMMISSION PROCEDURE
Formation: Describe by color, character, size of material and structure, and the kind and nature of the material in each stratum penetrated, with at least one entry for each change of information. (USE ADDITIONAL SHEETS IF NECESSARY.)

MATERIAL	FROM	TO
SAND	0	10
SAND AND BASALT Gravel	10	45
Soft Broken BASALT	45	54
BASALT MED-LIGHT	54	69
BASALT FRACTURED	69	101
BASALT HARD	101	153
BASALT MED-HARD	153	176
ROTTER BASALT	176	178
SAND FINE	178	180

Customer to continue well at Later DATE.

RECEIVED
AUG 30 2017
Department of Ecology
Eastern Washington Office

Start Date 7-26-17 Completed Date 7-27-17

WELL CONSTRUCTION CERTIFICATION: I constructed and/or accept responsibility for construction of this well, and its compliance with all Washington well construction standards. Materials used and the information reported above are true to my best knowledge and belief.

☒ Driller ☐ Engineer ☐ Trainee Name Alex Vermillion
Driller/Engineer/Trainee Signature [Signature]
Driller or trainee License No. 2336
IF TRAINEE: Driller's License No. _____
Driller's Signature: _____

Drilling Company Vermillion Pump & Drilling
Address E. 110516 Temple Rd
City, State, Zip Spokane WA 99217
Contractor's _____
Registration No. Vermi2088762 Date 8-17-17

ECY 050-1-20 (Rev 02-2010) To request ADA accommodation including materials in a format for the visually impaired, call Ecology Water Resources Program at 360-407-6872. Persons with impaired hearing may call Washington Relay Service at 711. Persons with speech disability may call TTY at 877-833-6341.

WATER WELL REPORT

State of Washington Date Printed: 14-Dec-2011 Log No. 0
 Construction / Decommission: Original Construction Notice

CURRENT
 Notice of Intent No.: A300628
 Unique Ecology Well I.D. No.
 Water Right Permit Number:
 OWNER: ELSTON, MAUREEN

438342

PROPOSED USE:

TYPE OF WORK: Owners's Well Number: (If more than one well)
DECOMISSIONED Method:

DIMENSIONS: Diameter of well: inches
 Drilled 0 ft. Depth of completed well ft.

CONSTRUCTION DETAILS: Casing installed
 " Dia from ft. to ft.
 " Dia from ft. to ft.
 " Dia from ft. to ft.

Perforations: No Used In:
 Type of perforator used
 SIZE of perforations in. by in.
 Perforations from ft. to ft.
 Perforations from ft. to ft.
 Perforations from ft. to ft.

Screens: 0 K-Pac Location:
 Manufacture's Name
 Type: Model No
 Diam. slot size: from ft. to ft.
 Diam. slot size: from ft. to ft.

Gravel/Filter packed: No Size of Gravel
 Material placed fro ft. to ft.

Surface seal: No To what depth ft.
 Seal method: Material used in seal
 Did any strata contain unusable water No
 Type of water Depth of strata
 Method of sealing strata off

PUMP: Manufacture's name
 Type: H.P. 0

WATER LEVELS Land-surface elevation above mean sea level: 0 ft.
 Static level ft. below top of well Date
 Artesian Pressure lbs per square inch Date
 Artesian water controlled by

OWNER ADD N 10701 DORSETT
 Spokane, 99106
 Well Add N 10701 DORSETT
 City: Spokane County: Spokane
 Location: NE 1/4 NW 1/4 Sec 14 T 26 R 42 EW
 Lat/Long: Lat Deg Lat Min/Sec
 (s, t, r still REQUIRED) Long Deg Long Min/Sec
 Tax Parcel No.: 261427027

CONSTRUCTION OR DECOMMISSION PROCEDURE
 Formation: Describe by color, character, size of material and structure. Show thickness of aquifers and the kind and nature of the material in each stratum penetrated. Show at least one entry for each change in formation.

Material From To

JAN 17 2012

Notes:
 HAND DUG 5' DIAMETER 40' DEEP STATIC 23', WELL WAS FILLED WITH CHLORINATED PEA GRAVEL TO 23' THEN FILLED TO GROUND LEVEL WITH 5 SACKS CONCRETE

Work starte 10/12/2011 Complete 10/12/2011

WELL CONSTRUCTION CERTIFICATION:
 I constructed and/or accept responsibility for construction of this well and its compliance with all Washington well construction standards. Materials used and the information reported are true to my best knowledge and belief.

☒ Driller ☐ Engineer ☐ Trainee
 Name: MARTY JENSEN License No.: 1933
 Signature: 
 If trainee, Licensed driller is: License No.:
 Licensed Driller Signature

Drilling Company:
 NAME: FOGLE PUMP & SUPPLY, INC. Shop: AIRWAY HEI
 ADDRESS: PO BOX 1450
 Airway Heights, WA 99001
 Phone: (509) 244-0846 Toll Free: (888) 343-9355
 E-Mail: marty@foglepump.com
 FAX: (509) 244-2875 WEB Site: WWW.FOGLEPUMP.COM
 Contractor's
 Registration No.: FOGLEPS096L4 Date Log Created: 10/21/2011

WELL TESTS: Drawdown is amount water level is lowered below static level.
 Was a pump test made No If yes, by whom
 Yield: gal/min with ft drawdown after
 Yield: gal/min with ft drawdown after
 Yield: gal/min with ft drawdown after
 Recovery data (time taken as zero when pump turned off)(water level measured from well top to water level)
 Time: Water Level Time: Water Level Time: Water Level
 Date of test:
 Bailer test gal/min ft drawdown after hrs.
 Air test gal/min w/ stem set at ft. for hours
 Artesian flow gpm Date
 Temperature of water Was a chemical analysis made No

Watering Honey Bee Colonies

The value of water is often not recognized by beekeepers. The reasons are plentiful and attention must be paid to providing important moisture to a colony for its activities.

Many areas where bees are located may experience dry times during the course of the year. When intermittent creeks cease to flow and tree leaves show signs of moisture stress, bees become more noticeable to the general public. This can add up to telephone calls about honey bees collecting water from leaking faucets, bird baths, pet dishes and especially, swimming pools.

The beekeeper must provide a water source for bees if there is any likelihood the insects will forage in nearby urban areas during dry spells. Prevention is the only cure for this problem. Don't let the bees become trained to a watering place like a swimming pool. Once a water foraging pattern has been set, it is almost impossible to do anything to change it.

Locating bees near accessible water is the best way to provide a continuous supply. It is also important to make sure that any potential water supply is not contaminated. Bee deaths have occurred in areas where rainfall runoff contained pesticides or other chemicals. If no source is located nearby, providing water in the apiary is possible, but often requires a good deal of planning and thought.

Fifty five gallon barrels or other containers can be filled with water and layered on top with wood floats to keep the bees from drowning. A problem with this kind of device is potential stagnation. Standing water has been implicated in spreading disease and it is a source of mosquito reproduction. Probably the best device is one that trickles water down a wooden board or slowly drips onto an absorbent material, keeping the surface damp.

Water can also be delivered inside a colony. This has been pioneered in dry areas and was found to also protect bees from pesticide poisoning. The technique consists of inserting a feeder inside the colony filled with plain water. One similar to those used for feeding syrup is adequate. A disadvantage is that one feeder is required for each colony provided water in this fashion.

Dr. Elbert Jaycox, author of Beekeeping in the Midwest states:

"If you have a dog or cat, it is a safe bet that the animal has a water dish within your home or close to it. If you enjoy wild birds, what is the first thing you do to see more of them? You put out a bird waterer or bird bath. With livestock, whether penned or on the range, you make sure that good water is always available within a reasonable distance. But with bees, we usually put them out in the city or the country without a permanent

source of water, often without a second thought about where they can get the water they need.

“The topic of water for bees is an important one right now when brood rearing is increasing rapidly, and it does not become passe until, in temperate climates, the bees are clustered within their hive for winter. I was going to say that readily-available water is less important during a nectar flow, but we are learning that this is not always the case, at least during hot weather in arid climates.

“Let’s look at the reasons why beekeepers should provide water for bees rather than forcing them to find it wherever they can. Right now, the bees in normal, strong colonies are rearing brood—the amount increases every week. Brood food is primarily water, close to 80 percent the first day of larval growth and about 55 percent on the sixth day. No problem, you say, the bees produce larval food from the glands in their bodies. But the bees are eating stored honey with a moisture content of only 15 to 20 percent, which doesn’t give them much to draw on for larval food. However, there is water produced from the bees’ metabolism, and some of it may condense within the hive. But as soon as the bees can fly, they are out collecting water to dilute stored honey and to provide moisture in food for larvae and the queen. Without sufficient water, colonies do not develop.”

Long ago, Dr. Eva Crane reported that small colonies given only water developed more rapidly than those given syrup or those not receiving either water or syrup. In the F.A.O. book, Tropical and Sub-tropical Apiculture, Crane lists the failure to provide water as one of three serious management errors, and relates the lack of water to inadequate brood rearing and colony development. Not surprising because without 90 to 95 percent relative humidity in the cells, eggs will not hatch.

In warm weather, bees need water also for cooling the hive. W.R. Sheesley and E.L. Atkins reported in 1986 that in-field water increased bee visits to alfalfa flowers and, subsequently, the set of seed. The close source of water freed extra bees for nectar collecting. Not as many bees were required to search for and collect water.

Atkins reported in 1987 that in-hive waterers improved the ‘welfare’ of colonies equipped with them. Earlier, Moffett, Stoner and Wardecker recorded an increase in honey production from colonies with in-hive waterers. Such results are to be expected when you consider that the bees of one colony collected at least one-half gallon of water in 24 hours in experiments by A.W. Woodrow at Tucson, Arizona.

Dr. Jaycox concluded: “There are other important reasons for providing water to bees. With a nearby source of clean water, bees are less liable to collect dirty and contaminated water. They have been known to collect arsenic and insecticides in the only water available to them. Colonies provided with nearby or in-hive water have

survived better with more brood and honey production during intensive insecticide applications around them.

“Water you provide can reduce nuisance problems when bees visit swimming pools, bird baths, wet laundry, and even newly-born animals to obtain moisture. We can help ourselves now and in the future by making sure there is water in every apiary. Then, when we begin managing Africanized bees, we will have the equipment and techniques ready to make those bees more productive and to reduce their desire and need to abscond, which relates strongly to the availability of year-round water. We need more innovative, modest-priced ways to keep water in or near the apiary.”

Availability of uncontaminated water for the human population is mirrored in honey bee colonies. Reports of damage by beekeepers where bees were forced to use insecticide-contaminated water drives this point home. The fact that eggs will not hatch in dry conditions and larval feeding is to a large degree based on moisture content of food as stated by Dr. Jaycox cannot be ignored. Creatively using water in areas where pesticides are applied or under conditions where availability of moisture is marginal should be explored by the beekeeper.

Providing water is one of the most important beekeeping tasks. Many creative watering devices can be seen on [youtube.com](https://www.youtube.com) videos . Contributor Rusty Burlew published a public honey bee watering device in a park at [Corvallis, Oregon](https://www.corvallisoregon.com).

Works Cited:

“Discussion of Providing Water to Bees and Its Importance in Honey Bee Management.” Apis Information Resource Center, beekeep.info/a-treatise-on-modern-honey-bee-management/managing-nutrition/watering-honey-bee-colonies/.

Application to Expand the Retail Water Service Area

10711 N Dorset Rd

Spokane, WA 99208

Purpose:

The use for this water will be for our family farm operations including

- Drinking for Honey Bees and Livestock
- Water for Stock tanks and mixing feed
- Water for drinking(employees) and basic hygiene

Abstract:

10711 N Dorset Rd is a 9.9 acre lot located on the Northwest corner of the Five mile UGA. Our lot is a family farm beekeeping operation and safe water is needed for Family, livestock, and workers. A well was drilled on 7-27-17 with a result of 0 Gal/min. Further studies have been to obtain safe water both through Whitworth and other methods have been told to us are unlikely to succeed. The Spokane City water tower is next to our property. We would like expand the UGA to have safe, potable water for our farm use. The closest neighboring wells have been decommissioned due to contamination and are connected to city water.

Case:

In early 2015 our family purchased a 9.9 Acre parcel located at the northwest corner of the 5-Mile area bordering the Little Spokane Area Natural Area. This parcel makes an ideal place for our farm needs at the 2400ft elevation and near 400+ acres of natural protected north of us. The property is used daily for honey bees and livestock.

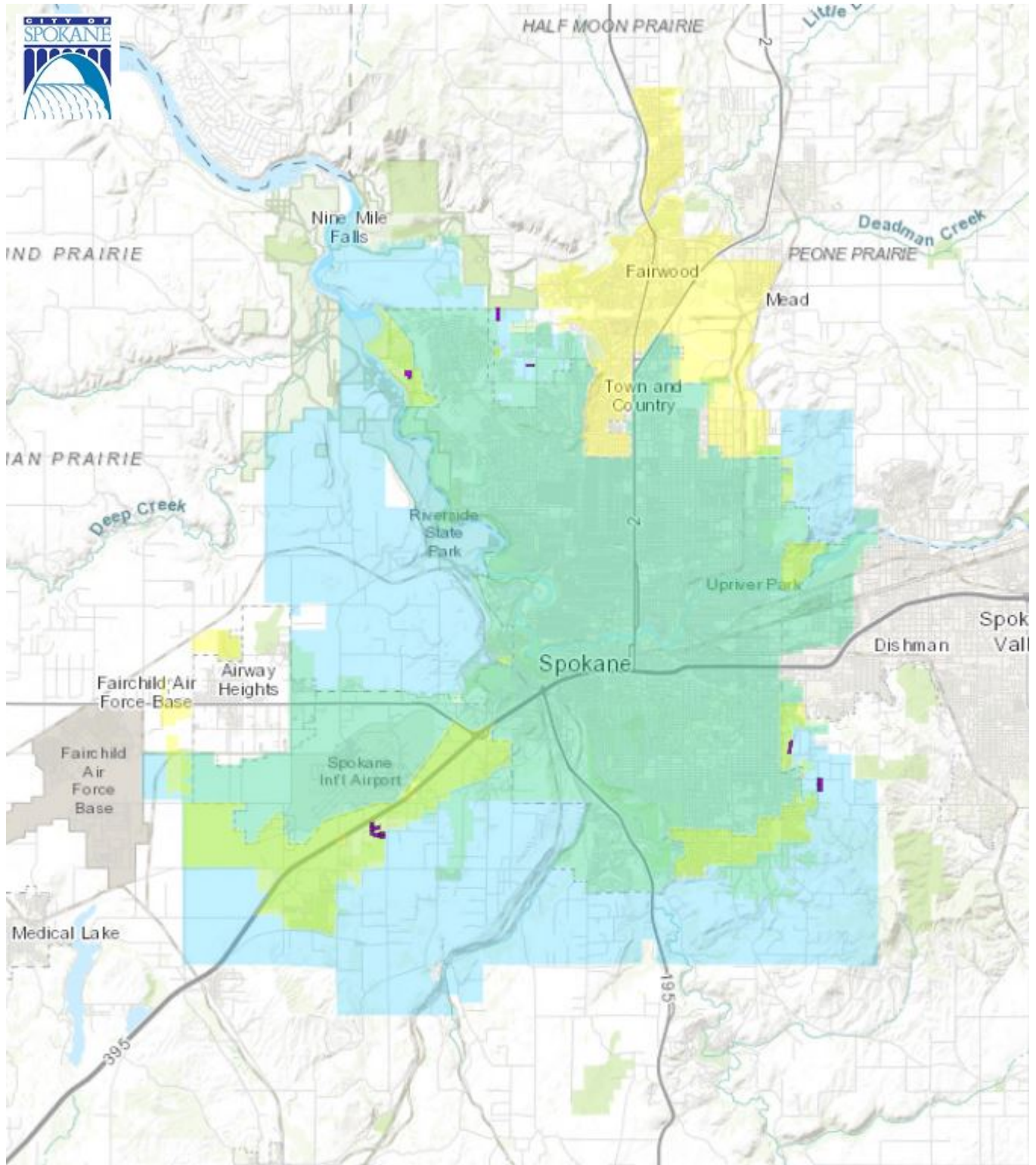
Our current use of water demands the nourishment of our family, bees, and workers. The temporary solution has been to bring water using totes and containers for our daily use with bees and employees. Since 2015 we have been filling up water from our 5 mile residence and hauling over to our property. This is increasingly stressful and carries the liability of health risks due to the storage and limited supply.

Our farm workers and bees require water for daily well-being. The health liabilities we face and continuously mitigate have been from basics such as hand washing, hygiene, food preparation, restroom sanitation to more general issues such as the sanitary and adequate feeding of bees and livestock. Keeping the water storage tanks in clean healthy condition from any bacterial growth is a major challenge and the plastic containers are always a health concern for us. In hot summer months the stored water gets warm causing even more concerns.

We have spent considerable efforts and money to obtain a permanent solution for clean potable water to the property. Based on Washington Well Log reports, this area does not have any good functioning wells. The nearest wells were decommissioned and connected to city water. On July 27, 2017 drilling was performed for a water well, being unsuccessful. We worked with HGI-World, a local well siting company, to attempt to locate water but due to the interference of high power lines running in the area through the property, there does not appear to be a method to make locating successful.

Spokane County Water Resources lists the City of Spokane as our water supplier. Due to the UGA, we have been unable to obtain water from the district. We attempted to obtain water from Whitworth Water District and from Velview Water District #13. Whitworth Water District can not supply due to the distance and elevation. Velview Water District #13 cannot supply due to their wells lack of water. The City of Spokane water tower is located 50 feet from our property and is our only hope for a healthy and sanitary water source. We are in desperate need of water and The City of Spokane is our only hope!

2021 Water Retail Service Applications



2021 Applications to Amend the City of Spokane Retail Water Service Boundary (Summary of Criteria Considered for each Application)

Application Parcel Number	Water is Available in a timely and reasonable manner	Sufficient water rights available	Sufficient capacity to serve	Consistent with requirements of local plans and regulations
26212.9098	Complies – adjacent to water main, service connection required	Complies	Complies	Inside UGA - Complies
35354.9042, .9043, .9044	Complies – Developer to extend	Complies	Complies	<u>Outside UGA</u> – compliance with CFU. 3.6 (public services?)
24051.9079	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
24051.9077	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
24051.9080, .9081	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
24051.0409	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
24051.0116, .0103, .0104	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
26231.9207	Complies – adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – complies with CFU 3.6 – adj. water main constructed in 2000
26142.9021	Complies - adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – compliance with CFU 3.6 – health hazard for existing farm use?
35263.9141	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
26133.0272	Complies- adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – complies with CFU 3.6 – borders UGA Boundary

Water Service Areas:

Inside City Boundaries	Outside City boundaries – Inside Retail Water Service Area	Outside Retail Water Service Area	Outside Water Service Area Wholesale Water Service Agreements
Duty To Serve	<p>Duty To Serve inside water service area – subject to limitations:</p> <ol style="list-style-type: none"> 1. Water is available in timely and reasonable manner as determined by City Utility 2. Sufficient water rights available to provide water service 3. Sufficient capacity to serve in safe and reliable manner 4. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances 5. Annexation covenant must be signed 6. Written contract with cost allocation, indemnity, applicable liabilities 7. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer 	<p>No Duty To Serve outside Retail Water Service Area unless:</p> <ol style="list-style-type: none"> 1. City Council approves amendment of RSA 2. Requires DOH approval <p>Can serve after amendment:</p> <ol style="list-style-type: none"> 3. Water is available in timely and reasonable manner 4. Sufficient water rights available to provide water service 5. Sufficient capacity to serve in safe and reliable manner 6. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances including Water System Plan and service area boundaries 7. Annexation covenant must be signed 8. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities 9. Extension of service is necessary to protect basic health/safety/environment 	<p>No Duty to Serve</p> <p>Wholesale / water supply agreement or interlocal agreement subject to City Council approval.</p> <p>Sufficient water rights to provide water service</p> <p>Sufficient capacity to serve in safe and reliable manner</p> <p>Consistent with requirements of local plans and regulations and the City's utility service extension ordinances and Water System Plan</p> <p>Subject to approval by the Department of Health</p> <p>AND</p> <p>May Require an amendment to the Water System Plan</p>

also take into consideration any possible environmental or health issues associated with regional utility corridors.

CFU 3.4 Natural and Man-Made Disasters

Continue to participate in a coordinated regional plan for the provision of public services in the event of natural or man-made disasters.

CFU 3.5 Uniformity of Standards

Collaborate with Spokane County to ensure that the City of Spokane's engineering, land use and related level of service standards are applied throughout the adjacent Urban Growth Area (UGA).

Discussion: Regardless of which jurisdiction administers development in the unincorporated portions of the city's UGA, it is imperative that engineering standards, land use patterns and development densities correspond to city standards so that services may be provided by the city in an efficient and cost effective manner once those lands are annexed by the city.

CFU 3.6 Limitation of Services Outside Urban Growth Areas

Limit the provision of water and sewer service by the City of Spokane outside Urban Growth Areas (UGAs) to areas where exceptions apply.

Discussion: It is appropriate for the City of Spokane to extend or expand water and sewer services outside UGAs in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development. (RCW 36.70A.110(4)). The intent of this policy is to provide for connection and/or expansion of the city's public utility infrastructure outside Urban Growth Areas in limited situations consistent with the Growth Management Act and the County Wide Planning Policies for Spokane County, where the long term viability of the city and the health and safety of residents of the rural areas are balanced with maintaining the character of the rural areas and sound planning principles.

Provision of services outside the Urban Growth Area shall meet the following requirements:

A. City of Spokane Sewer Service

1. **Sewer Service Connections.** Sewer Service Connections to property outside UGAs will be approved only if the connection is to existing infrastructure with surplus capacity, and one or both of the following conditions for exception exists:



- a. The Spokane Regional Health District or the Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
 - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.
 - c. Contingent upon mutual agreement of the City Council and the Board of County Commissioners, sewer service outside designated urban growth areas may be allowed for the purpose of protecting the sole source Aquifer, subject to additional conditions and as allowed by state law.
 2. Sewer Main Extensions. Any mains extended outside UGAs after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's sewer utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in 1. (a.), (b.), and (c.) above.
- B. City of Spokane Water Service. Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:
1. Water Service Connections. Service connections outside a UGA may be allowed only under the following conditions:
 - a. Connections required under 2.(a), (b), (c), and (d) below;
 - b. Connections may be allowed to parcels directly adjacent to a main if the parcel existed and the main was installed prior to May 31, 2001, or the main is located along a UGA boundary.
 2. Water Main Extensions
 - a. The Spokane Regional Health District or Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
 - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.



- c. The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services.
 - d. The main may supply service to a Rural Cluster Development approved by the County within an area zoned Urban Reserve subject to the platted streets directly bordering each lot meeting city Standards and sewer mains being installed in these platted streets concurrent with water main installations. If conditions 1 and 2 in Section A are not met, the sewer mains shall be "dry lines" until connections are allowed by State Law and orders to connect are issued by the city as addressed in Section C.
 - e. All costs associated with the extension of water infrastructure subject to this policy will be borne by the proponent.
 - f. Any water infrastructure extended or located outside a UGA after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's water utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in (a), (b), (c), (d), and (e) above.
- C. General Provisions. All owners of property outside UGAs that are allowed to connect to the city's utilities shall sign a binding agreement to annex when requested to do so by the city. In the case of connections to the Water Utility only, the binding agreement shall also provide that the property owner agrees to connect to the City of Spokane's sewer system at the property owner's sole expense when requested to do so by the city. In addition, all exceptions shall be considered within the context of overall cumulative impacts on capacity and level of service obligations in accordance with the city's Capital Facilities Program, Six-Year Capital Improvement Plans and Concurrency Management System. Except for the limited exceptions addressed herein, the rural population allocation shall be accommodated without reliance on the extension of public services.

This policy does not limit the city's authority to impose additional conditions, require a developer agreement that includes a requirement for payment of



mitigation fees, or modify existing conditions on extensions of water or sewer service outside of urban growth areas.

In all cases, water or sewer service can be extended only if:

1. It can be done in a timely and reasonable manner; and,
2. Ground water resources and the sole source Aquifer can be protected by concurrently connecting the premise to a public sewer or reasonable accommodations are made to connect to a public sewer as soon as allowed by law; and,
3. A developer agreement incorporating mitigation requirements is approved by City Council.

See City of Spokane Water System Plan.

CFU 4 SERVICE PROVISION

Goal: Provide public services in a manner that facilitates efficient and effective delivery of services and meets current and future demand.

Policies

CFU 4.1 Compact Development

Promote compact areas of concentrated development in designated centers to facilitate economical and efficient provision of utilities, public facilities, and services.

Discussion: Infill and dense development should be encouraged where excess capacity is available since compact systems are generally less expensive to build and maintain.



CFU 4.2 Access to Utility Easements

Require that subdivision and building regulations protect and preserve access to utility easements.

Discussion: In order to facilitate timely repair and reduce the duration of power outages, it is important that access to electrical, cable, and telephone transmission facilities be available and unobstructed at all times.



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

05/03/2021

Date Rec'd

4/21/2021

Clerk's File #

RES 2021-0040

Renews #**Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

ELDON BROWN 6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

4700 - RESOLUTION TO MODIFY WATER SERVICE AREA - E

Agenda Wording

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26133.0272.

Summary (Background)

Various property owners are requesting to connect certain properties to the City of Spokane Water System. Presently, these properties are located outside the City of Spokane's Retail Water Service Boundary. Prior to the City accepting applications to connect, these properties shall be included in the City's Retail Water Service Boundary.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session\Other

3/19/20 & 11/5/20

Division Director

BECKER, KRIS

Council Sponsor

CM Cathcart

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

SCHOEDEL, ELIZABETH

ebrown@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kbecker@spokanecity.org

Additional Approvals

mvanderkamp@spokanecity.org

Purchasing

RESOLUTION 2021-0040

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26133.0272.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten (10) years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas, retail water service areas, and future water service areas; and

WHEREAS, the property owners of Parcel Number 26133.0272 have requested water service from the City of Spokane for purposes of serving one (1) home to be constructed on 14.47 acres in Spokane County (Five Mile Prairie), zoned urban reserve; and

WHEREAS, the Parcel is located outside but adjacent to the Urban Growth Area (UGA) Boundary; and

WHEREAS, the Parcel is located within the City's Future Water Service Area, but outside the current Retail Water Service Area; and

WHEREAS, in order to extend water service, the Spokane Municipal Code requires City Council amendment to expand the Retail Water Service Area; and

WHEREAS, the Water Department has infrastructure, i.e. a 10-inch distribution main in Hawthorne Road that terminates at the west boundary of the Parcel near the north end, which provides water service to neighboring and surrounding parcels; and

WHEREAS, the City's water infrastructure has available water rights and capacity to provide water service to the Parcel; and

WHEREAS, Policy CFU 3.6 of the City's Comprehensive Plan provides that expansion of the City's water service outside the UGA may be allowed when such

services are financially supportable at rural densities and do not permit urban development; and

WHEREAS, Policy CFU 3.6, B. City of Spokane Water Service, states:

"Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:

- 1b. Connections may be allowed to parcels directly adjacent to a main if the parcel existed and the main was installed prior to May 31, 2001, or the main is located along a UGA Boundary"; and

WHEREAS, the main and the Parcel requesting connection are both located adjacent to the UGA Boundary: and

WHEREAS, the property owners have agreed to pay all costs associated with the extension of a water service to connect to the existing water main and to comply with the City's design and construction requirements, including signing an annexation covenant; and

WHEREAS, the City Council of the City of Spokane after careful consideration of the specific facts associated with the Parcel, finds modification of the Retail Water Service Area to include Parcel Number 26133.0272 to be in the public interest;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

- 1) The amendment of the Retail Water Service Area Map is hereby approved to include Parcel Number 26133.0272.
- 2) Staff is directed and authorized to prepare and enter a water supply or service agreement with the owners of Parcel Number 26133.0272 consistent with this resolution and City code.
- 3) Staff is authorized to seek the approval of the department of health for amendment of the city's water service areas consistent with this resolution

and other resolutions adopted to amend city water service areas as necessary.

Adopted and approved by City Council _____, 2021.

City Clerk

Approved as to Form:

Assistant City Attorney

MEMORANDUM

CITY OF SPOKANE WATER DEPARTMENT

DATE: August 27, 2020

TO: Eldon Brown, P.E., Principal Engineer – Developer Services

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Maefsky Application for Retail Service Area Amendment, Parcel #26133.0272

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated March 20, 2020, is located in the City of Spokane Future Service Area but outside of the UGA boundary and the current City of Spokane Retail Service Area. The subject parcel is approximately 14.47 acres located in North Spokane in the Five Mile Area.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA.*** The submitted application is a request by the property owner for consideration of the subject property for inclusion in an amendment of the RSA boundary to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC. The following is a review of the subject property for consistency with these requirements for water service.

Duty to Serve Requirement: (WSP, Section 1.9)

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

1. Capacity:

Requirement: The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

Analysis: The Subject property is located in the Kemp Pressure Zone. Capacity exists in the system to serve the proposed lot.

2. Consistency:

Requirement: All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

Analysis: The City Council must approve an amendment of RSA to include the property into the RSA. Additionally to extend service outside of the UGA the proposal must fall within the limitations to provide service outside of the urban growth areas outlined in CFU 3.6 of the City of Spokane Comprehensive Plan. Water service to this parcel is stated to be for a single family residence in the application for the subject parcel. No main extension would be required and water service would need to meet the limitations outlined in CFU 3.6 Section B. The water service connection point is proposed from the existing water main in Hawthorne Road directly east of the subject parcel. In order to meet the limitation outlined in CFU 3.6 the main must be installed prior to May 31, 2001 or the main must be located along the UGA boundary. The water main in Hawthorn Road is located in the boundaries of the Five Mile UGA and the water main extends to the Five Mile UGA boundary therefore the application appears consistent with the limitations set forth in CFU 3.6.

3. Water Rights:

Requirement: Available water rights must be sufficient to provide for all new service requested.

Analysis: Water Rights are sufficient to provide for the requested service.

4. Timely and Reasonable:

Requirement: The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable rules and regulations and shall be consistent with all development regulations.

Analysis: A water service from the Hawthorn Road water main would be capable of providing water service to the proposed subject parcel which is directly adjacent water main. The property owner would need to construct the service at their cost to provide water service to the subject parcel and construction shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed.

- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.

Additional Considerations/Circumstances:

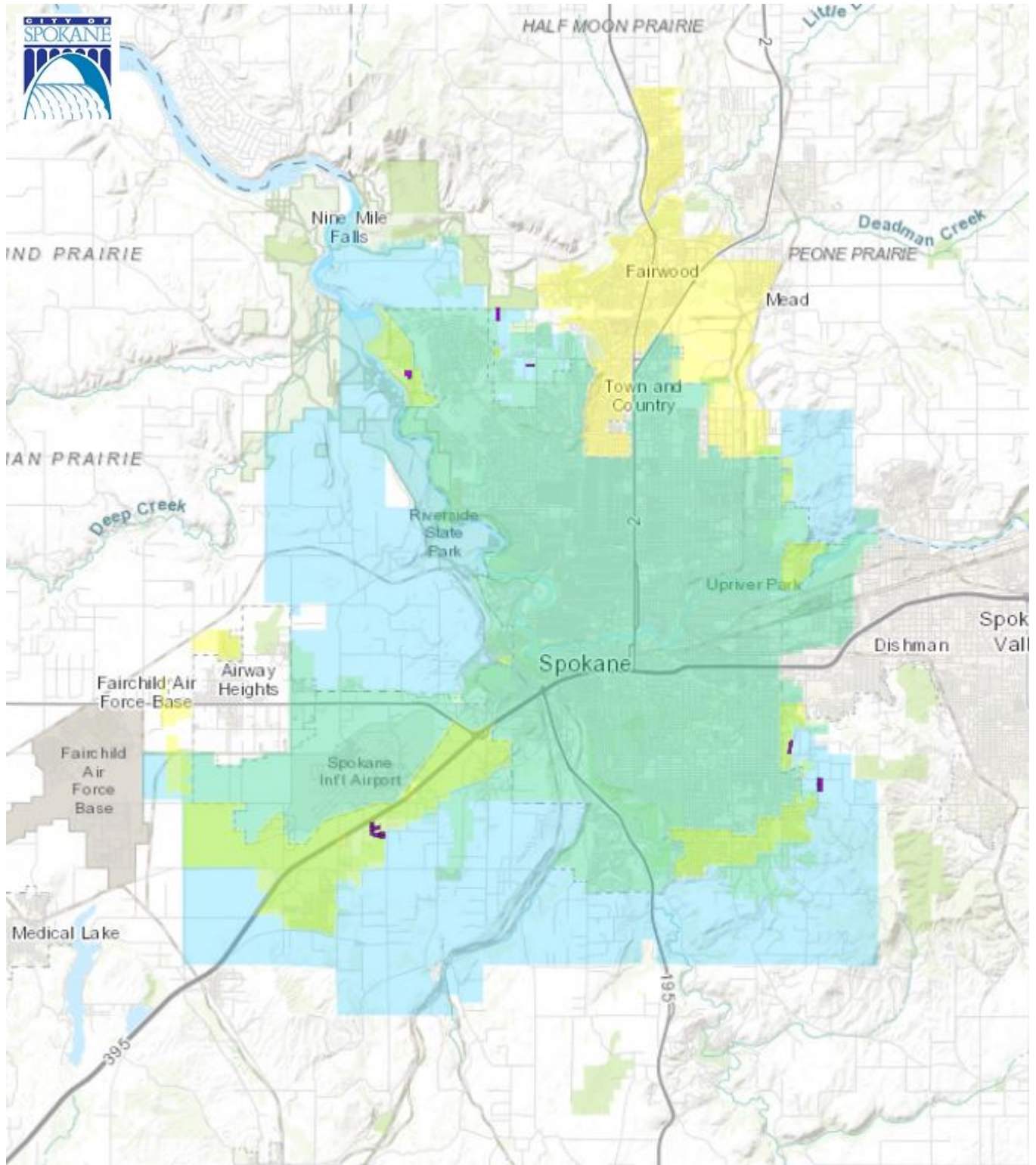
Additional documentation for consideration is attached to the subject application.

If there are any questions or if you require additional information, documentation or clarification of the consistency review please contact me at your convenience.

Cc: Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

2021 Water Retail Service Applications



2021 Applications to Amend the City of Spokane Retail Water Service Boundary (Summary of Criteria Considered for each Application)

Application Parcel Number	Water is Available in a timely and reasonable manner	Sufficient water rights available	Sufficient capacity to serve	Consistent with requirements of local plans and regulations
26212.9098	Complies – adjacent to water main, service connection required	Complies	Complies	Inside UGA - Complies
35354.9042, .9043, .9044	Complies – Developer to extend	Complies	Complies	<u>Outside UGA</u> – compliance with CFU. 3.6 (public services?)
24051.9079	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
24051.9077	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
24051.9080, .9081	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
24051.0409	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
24051.0116, .0103, .0104	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
26231.9207	Complies – adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – complies with CFU 3.6 – adj. water main constructed in 2000
26142.9021	Complies - adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – compliance with CFU 3.6 – health hazard for existing farm use?
35263.9141	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
26133.0272	Complies- adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – complies with CFU 3.6 – borders UGA Boundary

Water Service Areas:

Inside City Boundaries	Outside City boundaries – Inside Retail Water Service Area	Outside Retail Water Service Area	Outside Water Service Area Wholesale Water Service Agreements
Duty To Serve	<p>Duty To Serve inside water service area – subject to limitations:</p> <ol style="list-style-type: none"> 1. Water is available in timely and reasonable manner as determined by City Utility 2. Sufficient water rights available to provide water service 3. Sufficient capacity to serve in safe and reliable manner 4. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances 5. Annexation covenant must be signed 6. Written contract with cost allocation, indemnity, applicable liabilities 7. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer 	<p>No Duty To Serve outside Retail Water Service Area unless:</p> <ol style="list-style-type: none"> 1. City Council approves amendment of RSA 2. Requires DOH approval <p>Can serve after amendment:</p> <ol style="list-style-type: none"> 3. Water is available in timely and reasonable manner 4. Sufficient water rights available to provide water service 5. Sufficient capacity to serve in safe and reliable manner 6. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances including Water System Plan and service area boundaries 7. Annexation covenant must be signed 8. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities 9. Extension of service is necessary to protect basic health/safety/environment 	<p>No Duty to Serve</p> <p>Wholesale / water supply agreement or interlocal agreement subject to City Council approval.</p> <p>Sufficient water rights to provide water service</p> <p>Sufficient capacity to serve in safe and reliable manner</p> <p>Consistent with requirements of local plans and regulations and the City's utility service extension ordinances and Water System Plan</p> <p>Subject to approval by the Department of Health</p> <p>AND</p> <p>May Require an amendment to the Water System Plan</p>

also take into consideration any possible environmental or health issues associated with regional utility corridors.

CFU 3.4 Natural and Man-Made Disasters

Continue to participate in a coordinated regional plan for the provision of public services in the event of natural or man-made disasters.

CFU 3.5 Uniformity of Standards

Collaborate with Spokane County to ensure that the City of Spokane's engineering, land use and related level of service standards are applied throughout the adjacent Urban Growth Area (UGA).

Discussion: Regardless of which jurisdiction administers development in the unincorporated portions of the city's UGA, it is imperative that engineering standards, land use patterns and development densities correspond to city standards so that services may be provided by the city in an efficient and cost effective manner once those lands are annexed by the city.

CFU 3.6 Limitation of Services Outside Urban Growth Areas

Limit the provision of water and sewer service by the City of Spokane outside Urban Growth Areas (UGAs) to areas where exceptions apply.

Discussion: It is appropriate for the City of Spokane to extend or expand water and sewer services outside UGAs in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development. (RCW 36.70A.110(4)). The intent of this policy is to provide for connection and/or expansion of the city's public utility infrastructure outside Urban Growth Areas in limited situations consistent with the Growth Management Act and the County Wide Planning Policies for Spokane County, where the long term viability of the city and the health and safety of residents of the rural areas are balanced with maintaining the character of the rural areas and sound planning principles.

Provision of services outside the Urban Growth Area shall meet the following requirements:

A. City of Spokane Sewer Service

1. **Sewer Service Connections.** Sewer Service Connections to property outside UGAs will be approved only if the connection is to existing infrastructure with surplus capacity, and one or both of the following conditions for exception exists:



- a. The Spokane Regional Health District or the Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
 - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.
 - c. Contingent upon mutual agreement of the City Council and the Board of County Commissioners, sewer service outside designated urban growth areas may be allowed for the purpose of protecting the sole source Aquifer, subject to additional conditions and as allowed by state law.
 2. Sewer Main Extensions. Any mains extended outside UGAs after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's sewer utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in 1. (a.), (b.), and (c.) above.
- B. City of Spokane Water Service. Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:
1. Water Service Connections. Service connections outside a UGA may be allowed only under the following conditions:
 - a. Connections required under 2.(a), (b), (c), and (d) below;
 - b. Connections may be allowed to parcels directly adjacent to a main if the parcel existed and the main was installed prior to May 31, 2001, or the main is located along a UGA boundary.
 2. Water Main Extensions
 - a. The Spokane Regional Health District or Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
 - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.



- c. The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services.
 - d. The main may supply service to a Rural Cluster Development approved by the County within an area zoned Urban Reserve subject to the platted streets directly bordering each lot meeting city Standards and sewer mains being installed in these platted streets concurrent with water main installations. If conditions 1 and 2 in Section A are not met, the sewer mains shall be "dry lines" until connections are allowed by State Law and orders to connect are issued by the city as addressed in Section C.
 - e. All costs associated with the extension of water infrastructure subject to this policy will be borne by the proponent.
 - f. Any water infrastructure extended or located outside a UGA after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's water utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in (a), (b), (c), (d), and (e) above.
- C. General Provisions. All owners of property outside UGAs that are allowed to connect to the city's utilities shall sign a binding agreement to annex when requested to do so by the city. In the case of connections to the Water Utility only, the binding agreement shall also provide that the property owner agrees to connect to the City of Spokane's sewer system at the property owner's sole expense when requested to do so by the city. In addition, all exceptions shall be considered within the context of overall cumulative impacts on capacity and level of service obligations in accordance with the city's Capital Facilities Program, Six-Year Capital Improvement Plans and Concurrency Management System. Except for the limited exceptions addressed herein, the rural population allocation shall be accommodated without reliance on the extension of public services.

This policy does not limit the city's authority to impose additional conditions, require a developer agreement that includes a requirement for payment of



mitigation fees, or modify existing conditions on extensions of water or sewer service outside of urban growth areas.

In all cases, water or sewer service can be extended only if:

1. It can be done in a timely and reasonable manner; and,
2. Ground water resources and the sole source Aquifer can be protected by concurrently connecting the premise to a public sewer or reasonable accommodations are made to connect to a public sewer as soon as allowed by law; and,
3. A developer agreement incorporating mitigation requirements is approved by City Council.

See City of Spokane Water System Plan.

CFU 4 SERVICE PROVISION

Goal: Provide public services in a manner that facilitates efficient and effective delivery of services and meets current and future demand.

Policies

CFU 4.1 Compact Development

Promote compact areas of concentrated development in designated centers to facilitate economical and efficient provision of utilities, public facilities, and services.

Discussion: Infill and dense development should be encouraged where excess capacity is available since compact systems are generally less expensive to build and maintain.



CFU 4.2 Access to Utility Easements

Require that subdivision and building regulations protect and preserve access to utility easements.

Discussion: In order to facilitate timely repair and reduce the duration of power outages, it is important that access to electrical, cable, and telephone transmission facilities be available and unobstructed at all times.



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

05/03/2021

Date Rec'd

4/21/2021

Clerk's File #

ORD C36045

Renews #**Submitting Dept**

ACCOUNTING

Cross Ref #**Contact Name/Phone**

MICHELLE HUGHES X 6320

Project #**Contact E-Mail**

MHUGHES@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

5600-ORDINANCE REPEALING CAPITAL FUND ACCOUNTS

Agenda Wording

Closure of fund 1600, 1900, & 3101 to the Asset Management fund

Summary (Background)

In reviewing the City's funds during the 2020 financial reporting process, three funds have been identified with fund balance and zero expenditures over consecutive years. This ordinance will allow closure of these fund and transferred to the Asset Management fund to be utilized for capital expenditures. A future SBO will be needed in order to expend the funds.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ \$140,622.00

Funds 1600, 1900, and 3101

Revenue \$ \$140,622.00

Asset Mgmt Fund

Select \$

#

Select \$

#

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

HUGHES, MICHELLE

Study Session\Other

F&A 4-19-2021

Division Director

STOPHER, SALLY

Council Sponsor

CM Wilkerson

Finance

HUGHES, MICHELLE

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Additional Approvals

ablain@spokanecity.org

Purchasing

Briefing Paper

Division & Department:	Finance
Subject:	Ordinance Repealing Capital Fund Accounts
Date:	4/19/21
Contact (email & phone):	Michelle Hughes mhughes@spokanecity.org
City Council Sponsor:	CM Wilkerson
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Closure of fund 1600, 1900, & 3101 to the Asset Management fund
Background/History:	
<p><i>In reviewing the City's funds during the 2020 financial reporting process, three funds have been identified with fund balance and zero expenditures over consecutive years. This ordinance will allow closure of these fund and transferred to the Asset Management fund to be utilized for capital expenditures. A future SBO will be needed in order to expend the funds.</i></p>	
Budget Impact:	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A was approved in 2018 Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO. C36045

An ordinance relating to reserve accounts, closing certain internal financial funds and repealing SMC sections 7.08.109 and 7.08.115.

WHEREAS, in reviewing the City's funds during the 2020 financial reporting process, three funds have been identified with fund balance and zero expenditures over consecutive years; and

WHEREAS, this ordinance will close these three funds, amend the Spokane Municipal Code accordingly, and transfer the remaining balances into the Asset Management Fund.

Now, Therefore, the City of Spokane does ordain:

Section 1. That the following funds be closed:

Fund 1600 Capital Improvement Program Fund (Ord. No. C34024 Section 1)

Fund 1900 Cumulative Reserve Fund (Ord. No. C34024 Section 1)

Fund 3101 Improvement Project Construction Fund 2001(Ord. No. C34024 Section 1).

Section 2. That SMC sections 7.08.109 and 7.08.115 be repealed.

Section 3. That the remaining fund balance of \$140,622.00 from Fund 1600, Fund 1900 and Fund 3101 be transferred to the Asset Management Fund pursuant to a special budget ordinance to be used for capital outlay.

PASSED BY THE CITY COUNCIL ON _____, 2021.

Council President

Attest:

Approved as to form:

Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

04/19/2021

<u>Date Rec'd</u>	4/7/2021
<u>Clerk's File #</u>	OPR 2021-0254
<u>Renews #</u>	

<u>Submitting Dept</u>	POLICE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MAJ. MIKE MCNAB 835-4514	<u>Project #</u>	
<u>Contact E-Mail</u>	MMCNAB@SPOKANEPOLICE.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0680 INCREASE VALUE BLANKET FOR DEPARTMENT HANDGUNS		

Agenda Wording

Approval to add additional funds to VB 300935 for the procurement of department issued handguns.

Summary (Background)

In 2017, SPD submitted RFQ #740-17 for the annual supply and trade-in of handguns. Gunarama was the low bidder and awarded an annual value blanket not to exceed \$49,000 annually; documented under VB 300935. Value blanket is currently in year 4 of a 5 year contract. This amendment will increase the allowable annual amount to \$64,000/year.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ 64,000		# Various
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	LUNDGREN, JUSTIN	<u>Study Session\Other</u> PSCHC 03/29/2021
<u>Division Director</u>	LUNDGREN, JUSTIN	<u>Council Sponsor</u> CM Kinnear
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	spdfinance@spokanepolice.org
<u>For the Mayor</u>	COTE, BRANDY	
<u>Additional Approvals</u>		
<u>Purchasing</u>		

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Spokane Police Department
Subject:	Increase Value Blanket for department handguns
Date:	03/29/2021
Contact (email & phone):	Mike McNab– mmcnab@spokanepolice.org 509-835-4514
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	Chief Craig Meidl
Committee(s) Impacted:	Public Safety Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to add additional funds to VB 300935 for the procurement of department issued handguns.
Background/History: In 2017, SPD submitted RFQ #740-17 for the annual supply and trade-in of handguns. Gunarama was the low bidder and awarded an annual value blanket not to exceed \$49,000 annually; documented under VB 300935. Value blanket is currently in year 4 of a 5 year contract.	
Executive Summary: <ul style="list-style-type: none"> SPD has exhausted the annual approved amount and seeks to add additional spending capacity in the event more purchases are needed. Request approval to add an additional \$15,000/per year to the value blanket for the remainder of the contract. There was an increase in gun purchases this year due to new hires, weapon replacements, and new technology relating to optic sights. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Federal Funding – Department of Justice Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	