

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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first.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waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.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 **June 28, 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 **187 861 7403** 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, June 28, 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, June 28, 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!**

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, JUNE 28, 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. There will be an opportunity for the expression of public views during the Open Forum at the beginning and the conclusion of the Legislative Agenda on any issue not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election.

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. Contract Extension with Deeco, Inc. (Raleigh, NC) to provide air quality emissions compliance testing at the Waste To Energy Facility from September 1, 2021, through August 31, 2022—total cost not to exceed \$115,000 (incl. tax). (Council Sponsor: Council President Beggs)
Chris Averyt | Approve | OPR 2017-0659
RFP 4378-17 |
| 2. Contract Amendment with PMTech d/b/a PMWeb, Inc for the purchase and implementation of PMWeb's Development Packages with Annual Support and Maintenance from June 1, 2021, through January 31, 2022—\$11,333.33 (incl. tax). (Council Sponsor: Council Member Wilkerson)
Mike Sloon | Approve | OPR 2017-0005
RFP 4196-16 |
| 3. Contract with National Native American Construction, Inc. (Coeur d'Alene, ID) for 2021 Drainage Swale Rehabilitation – Acoma Drive and Jamie Court – to start ten days after Notice To Proceed and be completed fifteen days after the given project start date—\$115,768. (Council Sponsor: Council President Beggs)
Raylene Gennett | Approve | OPR 2021-0421
PW ITB 5443-21 |

- | | | |
|--|----------------|--|
| 4. Interlocal Agreement between Spokane Public Schools and the City to improve Cook Street adjacent to Shaw Middle School and the library campus in Northeast Spokane—\$721,316.57. (Bemiss Neighborhood) (Council Sponsor: Council President Beggs)
Marlene Feist | Approve | OPR 2021-0422 |
| 5. Low Bid of Bacon Concrete, Inc. (Spokane) for the Cycle 8 (2018) Traffic Calming project—\$805,039. An administrative reserve of \$80,503.90, which is 10% of the contract price, will be set aside. (Council Sponsor: Council President Beggs)
Dan Buller | Approve | OPR 2021-0423
ENG 2018065
ENG 2018066
ENG 2018067 |
| 6. Ninety-day Contract Extension with the Guardians Foundation, Inc. (Spokane) for shelter services at the Cannon Street shelter from July 1, 2021, through September 20, 2021.—\$405,000. (Council Sponsor: Council Member Stratton)
Brenda Schreiber | Approve | OPR 2020-0875 |
| 7. Treasury Rental Assistance Program (T-RAP) award to: | Approve
All | |
| a. Geocko, Inc. d/b/a LiveStories—\$6,580,307 and | | OPR 2021-0424 |
| b. Family Promise of Spokane—\$2,460,555. | | OPR 2021-0425 |

These recommendations were approved by the Community Housing and Human Services Board on June 9, 2021. (Council Sponsor: Council Member Stratton)

- | | | |
|--|------------------------------------|---------------|
| 8. 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 |
| 9. 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)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Spokane Human Rights Commission: Two Appointments	Confirm	CPR 1991-0068
Spokane Parking Advisory Committee: One Appointment	Confirm	CPR 2021-0024

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)

Ordinance C36068 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 that in

the budget of the Emergency Rental Assistance Grant Fund, and the budget annexed thereto with reference to the Emergency Rental Assistance Grant Fund, the following changes be made:

(1) Increase appropriation by \$9,261,862.

(A)Of the increased appropriation, \$9,040,862 is provided solely for subrecipients awarded through an RFP process to deliver rent assistance funds to the community.

(B)Of the increased appropriation, \$221,000 is provided solely for the City's administration of the rent assistance program.

(This action budgets for the prevention of evictions by paying past due and future rent, and past due utilities while targeting limited resources to those with the greatest needs and distributing funds equitably.) (Council Sponsor: Council Member Stratton)

David Lewis

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2021-0053 Recognizing that the City of Spokane needs to create a comprehensive strategy to address housing and homelessness in Spokane and outlining priority actions in the attached addendum that serve as a foundation for that work. (Council Sponsor: Council Member Kinneer)
Giacobbe Byrd
- RES 2021-0054 Requesting revisions to the current draft Downtown Plan for filing and consideration on Council's Legislative Agenda. (Council Sponsor: Council Member Kinneer)
Nathan Gwinn
- ORD C36065 (To be considered under Hearings H1.)

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

- | | |
|--|---|
| <p>H1. Final Reading Ordinance C36065 modifying the functions and transportation improvements of the Transportation Benefit District and codifying the Citizens Transportation Advisory Board; adopting a new chapter 04.37; and amending sections 08.16.010, 08.16.040, 08.16.060 and 08.16.070 of the Spokane Municipal Code. (Council Sponsor: Council President Beggs)</p> <p>Shauna Harshman</p> | <p>Adopt Upon ORD C36065
Roll Call
Vote</p> |
|--|---|
-

Motion to Approve Advance Agenda for June 28, 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, June 28, 2021, and will close at 6:00 p.m. Instructions for participating are available on the form. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

ADJOURNMENT

The June 28, 2021, Regular Legislative Session of the City Council will be held and is adjourned to July 12, 2021.

NOTE: There is no meeting scheduled for Monday, July 5, 2021, as this day is designated for the observation of the Independence Day holiday. A regularly scheduled City Council meeting will not be held on Tuesday, July 6, 2021.

NOTES

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

06/28/2021

<u>Date Rec'd</u>	6/16/2021
<u>Clerk's File #</u>	OPR 2017-0659
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFP 4378-17
<u>Requisition #</u>	CR 22668

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL
<u>Contact Name/Phone</u>	CHRIS AVERYT 625-6540
<u>Contact E-Mail</u>	CAVERYT@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4490 CONTRACT FOR AIR QUALITY EMISSION COMPLIANCE TESTING AT WTE

Agenda Wording

Contract extension with cost with Deeco, Inc. (Raleigh, NC) to provide air quality emissions compliance testing at the WTE from September 1, 2021 through August 31, 2022 with a total cost not to exceed \$115,000.00 incl. tax.

Summary (Background)

Annual emissions testing, including the annual Relative Accuracy Test Audit (RATA) of the continuous emission monitoring system, is required by the operating permits for the WTE. Responses to RFP #4378-17 were received in August of 2017, of which DEECO was the most qualified and most cost effective. A contract with DEECO Inc. resulted from the RFP, which was for one year with the option of four (4) one-year extensions. This will be the final extension.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 115,000.00	<u>Budget Account</u>	# 4490-44100-37148-54940
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	AVERYT, CHRIS
<u>Division Director</u>	FEIST, MARLENE
<u>Finance</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	PIES 5/24/21
<u>Council Sponsor</u>	CP Beggs

Distribution List

mdorgan@spokanecity.org
jsalstrom@spokanecity.org
tprince@spokanecity.org
rrinderle@spokanecity.org

Additional Approvals

<u>Purchasing</u>	PRINCE, THEA	DocuSign: Marc Hamilton, President, deeco@deeco.com

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract for Air Quality Emission Compliance Testing At WTE.
Date:	May 24, 2021
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org, 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Marlene Feist, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability 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:	Sustainable Resources – Sustainable practices; Innovative Infrastructure - Sustainability
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract renewal with DEECO for air emissions compliance testing for the facility's Air Operating Permit.
<u>Background/History:</u> Annual emissions testing, including the annual Relative Accuracy Test Audit (RATA) of the continuous emission monitoring system, is required by the operating permits for the WTE. Responses to RFP #4378-17 were received in August of 2017, of which DEECO was the most qualified and most cost effective. A contract with DEECO Inc. resulted from the RFP, which was for one year with the option of four (4) one-year extensions. This is the fourth and final extension which will span from September 1, 2021 through August 31, 2022 for a total cost not to exceed \$115,000.00.	
<u>Executive Summary:</u> <ul style="list-style-type: none"> Renewal #4 of 4 for air emissions compliance testing at the WTE Facility. Testing is required under the Facility's Air Operating Permit (Chapter 401, Title V). Contract term from September 1, 2021 through August 31, 2022. Total cost not to exceed \$115,000.00 including tax. 	
<u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input 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: 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 <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

**CONTRACT EXTENSION 4 OF 4
WITH COST**

**Title: AIR QUALITY EMISSIONS
COMPLIANCE TESTING FOR CITY'S
WASTE TO ENERGY FACILITY (WTE)**

This Contract Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DEECO, INC.**, whose address is 3404 Lake Woodard Road, Raleigh, North Carolina 27604 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 CONDUCT AIR EMISSIONS COMPLIANCE TESTING AT THE WTE FACILITY; and

WHEREAS, the initial contract provided for 4 additional one-year extensions, with this being the 4th of those extensions.

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

1. CONTRACT DOCUMENTS.

The Contract, dated October 1, 2017, 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 Extension shall become effective on September 1, 2021.

3. EXTENSION.

The contract documents are hereby extended and shall run through August 31, 2022.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00)** for everything furnished and done under this Contract Extension.

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

DEECO, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

21-086

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

06/28/2021

Date Rec'd	6/16/2021
Clerk's File #	OPR 2017-0005
Renews #	
Cross Ref #	
Project #	
Bid #	RFP #4196-16
Requisition #	CR22687

Submitting Dept	INNOVATION & TECHNOLOGY SERVICES
Contact Name/Phone	MICHAEL SLOON 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5300 PMWEB AMENDMENT ADDITIONAL MODULE

Agenda Wording

Contract amendment to OPR 2017-0005 w/ PMWeb, Inc for the purchase and implementation of PMWeb's Development Packages with Annual Support & Maintenance. Contract Amendment to begin June 1, 2021 - January 31, 2022. Amendment cost is \$11,333.33 w/tax.

Summary (Background)

The City selected PMWeb, Inc through RFP #4196-16 (OPR 2018-0598 to provide Capital Project Management and engineering software. PMWeb is a SaaS (Software as a Service) solution, which is hosted and maintained by PMWeb. This amendment is to add the development package.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 3,777.78

Expense \$ 7,555.55

Select \$

Select \$

Budget Account

4250-30210-38141-53104-99999

0370-30210-44200-53104-99999

#

#

Approvals

Dept Head SLOON, MICHAEL

Division Director FINCH, ERIC

Finance BUSTOS, KIM

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Purchasing WAHL, CONNIE

Council Notifications

Study Session\Other 6/14/21Urban Experience Committee

Council Sponsor CM Wilkerson

Distribution List

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IT - itadmin@spokanecity.org

Tax & Licenses

Michael Vernon - michael.vernon@pmweb.com

Briefing Paper

Urban Experience Committee

Division & Department:	Innovation and Technology Services Division
Subject:	PMWeb, Inc. Contract Amendment for Development Package
Date:	June 14, 2021
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468
City Council Sponsor:	CM Betsy Wilkerson
Executive Sponsor:	Eric Finch and Michael Sloon
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)	Amendment to OPR 2017-0005 for PMWeb Annual Software Maintenance and Support Utilizing Budget Account #
Strategic Initiative:	Sustainable Resources
Deadline:	January 31, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Ongoing annual maintenance and support
<u>Background/History:</u>	
<p>The City selected PMWeb, Inc through RFP #4196-16 (OPR 2018-0598 to provide Capital Project Management and engineering software. PMWeb is a SaaS (Software as a Service) solution, which is hosted and maintained by PMWeb. This amendment is to add the development package.</p>	
<u>Executive Summary:</u>	
<ul style="list-style-type: none"> Contract amendment to OPR 2017-0005 with PMWeb, Inc for the purchase and implementation of PMWeb's Development Packages with Annual Support and Maintenance. Requesting \$11,333.33 for this amendment of this contract. Term is June 1, 2021 – January 31, 2022 	
<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:	



City of Spokane

CONTRACT AMENDMENT

Title: **CAPITOL PROJECT MANAGEMENT
SOFTWARE AND IMPLEMENTATION**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **PMWEB**, whose address is 18101 Collins Avenue, No. 1005, Sunny Isles Beach, Florida 33160 ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City Capitol Management Software and Implementation Services for the Public Works Division, and

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated January 23, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Amendment shall become effective on June 1, 2021 and shall end on January 31, 2022.

3. AMENDMENT.

This Scope of Work in the original Contract is hereby amended to include the following:

Development Packages with Annual Support and Maintenance in accordance with PMWeb's Estimate dated May 17, 2021, attached hereto.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ELEVEN THOUSAND THREE HUNDRED THIRTY THREE AND 33/100 DOLLARS (\$11,333.33)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this

Amendment / Extension, 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.

PMWEB

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:

PMWeb's Estimate dated May 17, 2021

21-098



PMWeb SaaS Estimate

Customer: **City of Spokane**

Date: **5/17/2021**

Contact: **Melissa Inouye**

PMWeb Agent: **George McCurdy**

	Qty	\$/Unit	U/M	Total
PMWeb Additional Modules & Toolbox Activation Fees (One time)				
PMWeb Development Package	1	\$ 10,000.00	ea	\$ 10,000.00
				\$ -
One-Time Fees Subtotal				\$ 10,000.00
"Software as a Service" (Annual) Hosting				
Development Package Support & Maintenance (Prorated 8 Months: 6/1/21 - 1/31/22)	1	\$ 1,333.33	yr	\$ 1,333.33
Annually Recurring Fees Subtotal				\$ 1,333.33
Total				\$ 11,333.33

Notes

1. Customized Reports and additional Toolbox items not included with the software unless noted above.
2. Travel & Expenses may apply.
3. Software is a minimum one year paid in full.
4. This quotation is for a single database.
5. Pricing quoted is an estimate. Actual consulting time will be calculated on a Time & Materials basis.
6. Licenses purchases are solely for use on client's production environment.
7. PMWeb does not bill clients for time spent travelling to a site designated by the client. However, Client agrees to pay a minimum of four (4) hours for per day per consultant for visits for which Local Travel is required. Client agrees to pay a minimum of eight (8) hours per day per consultant for which all other travel is required. Local travel is defined as travel to or from a destination which requires no more than two (2) hours of ground transportation to reach.

Customer Authorization Signature

Signee Agrees to End User License Agreement

Date

Print Name: _____

Print Title: _____

**License Information:**[New search](#) [Back to results](#)**Entity name:** PMWEB, INC.**Business name:** PMWEB**Entity type:** [Corporation](#)**UBI #:** 604-090-803**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 1 POPE ST
WAKEFIELD MA 01880-2179**Mailing address:** 1 POPE ST
WAKEFIELD MA 01880-2179**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)**Endorsements**

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business - Non-Resident				Active	Feb-28-2022	Mar-20-2017



Governing people	Title
JAUDE, MARC	President

The Business Lookup information is updated nightly. Search date and time: 4/15/2021 9:02:23 AM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/07/2020

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

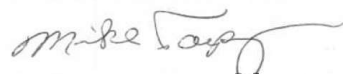
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer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

PRODUCER Tarpey Insurance Group, Inc. 343 Washington Street Newton, MA 02458	CONTACT NAME: Mike Tarpey	
	PHONE (A/C, No. Ext): 617-527-6070	FAX (A/C, No.): 617-527-1980
	E-MAIL ADDRESS: Mike@tarpeyinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Cas & Sure of ILL	
	INSURER B: Travelers Indemnity Co of IL	
INSURED PMWeb, Inc. 1 Pope Street Wakefield, MA 01880	INSURER C: Travelers Insurance Co	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	
	19046	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6805407R826	07/22/2020	07/22/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6805407R826	07/22/2020	07/22/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP7E642032	07/22/2020	07/22/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Crime			106900309	04/03/2020	04/03/2021	Computer Fraud 1,000,000 Employee Dishonesty 1,000,000

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

CERTIFICATE HOLDER City of Spokane 808 W Spokane Falls Blvd Spokane, WA 992013344	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Agenda Sheet for City Council Meeting of:

06/28/2021

Date Rec'd	6/16/2021
Clerk's File #	OPR 2021-0421
Renews #	
Cross Ref #	
Project #	
Bid #	PW ITB 5443-21
Requisition #	19869

Submitting Dept	WASTEWATER MANAGEMENT
Contact Name/Phone	RAYLENE GENNETT 625-7901
Contact E-Mail	RGENNETT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4330 CONTRACT FOR DRAINAGE SWALE REHABILITATION

Agenda Wording

Contract with National Native American Construction, Inc for 2021 Drainage Swale Rehabilitation -Acoma Drive and Jamie Court. Work under contract would start 10 days after Notice To Proceed and be completed fifteen days after given project start date

Summary (Background)

May 25, 2021 bidding closed on PW ITB 5443-21, Drainage Swale Rehabilitation - Acoma Drive and Jamie Court. NNAC Inc of Coeur d' Alene, ID was the only respondent. Six other bidders advised no-bid due to current work load. Project consist of removal and disposal of sod other surface vegetation, topsoil and sod. Locating, reestablishing and testing existing irrigations systems within swales, and related grading, erosion and sediment control, traffic control and cleanup.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 115768

Select \$

Select \$

Select \$

Budget Account

4330 43387 94310 56501 99999

#

#

#

Approvals

Dept Head LOWDON, MICHAEL

Division Director FEIST, MARLENE

Finance ALBIN-MOORE, ANGELA

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other UE 6/14/2021

Council Sponsor CP Beggs

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rgennett@spokanecity.org

DocuSign: Luke Lettau, VP, luke@nnacinc.com

Briefing Paper

Urban Experience Committee

Division & Department:	Public Works Division; Wastewater/ Stormwater
Subject:	Contract for 2021 DRAINAGE SWALE REHABILITATION - ACOMA DRIVE AND JAMIE COURT
Date:	June 14, 2021
Contact (email & phone):	Rich Hanson, rahanson@spokanecity.org 509 625-7914
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Marlene Feist, Public Works Director
Committee(s) Impacted:	Urban Experience Committee/ Public Infrastructure, Environment and Sustainability 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:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of a contract with National Native American Construction, Inc (NNAC, Inc) for drainage swale rehabilitation – Acoma Drive and Jamie Court

Background/History:

On May 14, 2021, based on City's Engineering and Budgeting, bid PW ITB 5443-21, 2021 Drainage Swale Rehabilitation – Acoma Drive and Jamie Court, was issued. The project consists of the removal and disposal of sod or other surface vegetation, topsoil, tree stumps and unsuitable subgrade soil from existing roadside swale locations provided, shaping the swale, providing and placing specified topsoil and sod. Also included is locating, re-establishing and testing of existing irrigation systems within the swales, and all related grading, erosion/sediment control, traffic control and cleanup.

On May 28, 2021, National Native American Construction, Inc., of Coeur d' Alene, ID was the only respondent. Six (6) other bidders who were on the bidder list advised, due to their current workload, they were unable to provide a bid. Work under this contract would start within ten (10) days of the Notice to Proceed to substantially complete the specified work FIFTEEN (15) WORKING DAYS after the project start date is given. The cost for this project is \$115,768 excluding tax. The funding for this project was included in the 2021 Capital Planner.

Executive Summary:

- Contract with National Native American Construction, Inc., based on PW ITB 5443-21
- NNAC, Inc to complete work within FIFTEEN (15) WORKING DAYS after the project start date is given.
- Cost of \$115,768 (excl. tax)

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



City of Spokane

PUBLIC WORKS AGREEMENT

Title: **2021 DRAINAGE SWALE REHABILITATION -
ACOMA DRIVE AND JAMIE COURT**

This Agreement 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".

WHEREAS, the purpose of this Contract is to perform 2021 Drainage Swale Rehabilitation - Acoma Drive And Jamie Court Project; and

WHEREAS, the Contractor has been selected through a PW ITB 5443-21 issued by the City.

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

1. TIME OF PERFORMANCE.

The time of performance of the Contract shall be in accordance with the contract documents.

2. SCOPE OF WORK.

The Contractor's General Scope of Work for this Contract is described in the Contractor's Proposal to Construct. 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 **perform 2021 Drainage Swale Rehabilitation - Acoma Drive And Jamie Court Project** and the associated Scope of Work and the specifications referenced therein.

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

3. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED FIFTEEN THOUSAND SEVEN HUNDRED SIXTY-EIGHT AND NO/100 DOLLARS (\$115,768.00)**, not including tax unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor will send its applications for payment to the Wastewater Maintenance, Administration Office, 909 East Sprague Avenue, Spokane, Washington 99202. 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.

4. CONTRACT DOCUMENTS.

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Wastewater Maintenance Department, and are incorporated into this Contract by reference, as if they were set forth at length.

5. 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 Washington State Department of Labor and Industries (L & I); 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.

6. STATE PREVAILING 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.

7. RETAINAGE IN LIEU OF BOND.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

8. 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.

9. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

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

10. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The 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.

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this 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, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

13. DEBARMENT AND SUSPENSION.

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

14. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability 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 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 indemnification provided for in this section shall survive any termination or expiration of this Contract.

15. INSURANCE.

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

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

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

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract; and

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

C. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. 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).

17. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

18. ASSIGNMENT AND SUBCONTRACTING.

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

19. TERMINATION.

Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

20. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

21. ANTI KICK-BACK.

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

22. 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.

23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

24. CONTRACTOR'S 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.

25. MISCELLANEOUS PROVISIONS.

- A. **Amendments/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 City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.

- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane in connection with this Agreement are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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 by having legally-binding representatives affix their signatures below.

**NATIONAL NATIVE AMERICAN
CONSTRUCTION, INC.**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title
Attest:

Title
Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Debarment Certification

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 actual knowledge and belief, that its officers and directors:
 - 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)



Agenda Sheet for City Council Meeting of:

06/28/2021

Date Rec'd	6/17/2021
Clerk's File #	OPR 2021-0422
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR22696

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	MARLENE FEIST 625-6505
Contact E-Mail	MFEIST@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5200 - INTERLOCAL AGREEMENT SPOKANE PUBLIC SCHOOLS RESIDENTIAL MAINTENANCE

Agenda Wording

Interlocal Agreement between Spokane Public Schools and the City of Spokane to improve Cook Street adjacent to Shaw Middle School and the library campus in Northeast Spokane. (Bemiss Neighborhood Council)

Summary (Background)

In 2019, the City of Spokane and Spokane Public Schools (SPS) entered into a partnership agreement to deliver new and renovated public school facilities, library facilities, and recreational facilities. In Northeast Spokane, Shaw Middle School has been renovated and a new Spokane Library in Northeast Spokane is being co-located with the school. This agreement pays for an investment in traffic calming and related improvements on Cook Street adjacent to the combined campus.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 721,316.57

Select \$

Select \$

Select \$

Budget Account

1100-21700-42300-54201-23005

#

#

#

Approvals

Dept Head FEIST, MARLENE

Division Director FEIST, MARLENE

Finance ORLOB, KIMBERLY

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other UE 6/14/21

Council Sponsor Beggs

Distribution List

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gregoryf@spokaneschools.org

eschoedel@spokanecity.org

Additional Approvals

Purchasing

Briefing Paper

Urban Experience

Division & Department:	Public Works Division & Street Department
Subject:	Cook Street Improvements ILA with Spokane Public Schools
Date:	6/14/2021
Author (email & phone):	Marlene Feist mfeist@spokanecity.org (509) 625-6505
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	Urban Experience
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)	Residential Maintenance Plan for 2021-2022, City of Spokane-Spokane Public Schools Partnership Agreement
Strategic Initiative:	Innovative Infrastructure
Deadline:	June 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Approve agreement with Spokane Public Schools to improve Cook Street adjacent to new school/library campus in NE Spokane.
Background/History: In 2019, the City of Spokane and Spokane Public Schools (SPS) entered into a partnership agreement to deliver new and renovated public school facilities, library facilities, and recreational facilities. In Northeast Spokane, Shaw Middle School has been renovated and a new Spokane Library in Northeast Spokane is being co-located with the school. This agreement pays for an investment in traffic calming and related improvements on Cook Street adjacent to the combined campus.	
Executive Summary: <ul style="list-style-type: none"> The City of Spokane will pay SPS \$721,316.57 for traffic calming and related improvements on Cook Street adjacent to the combined Shaw Middle School/Spokane Public Library campus in Northeast Spokane between East Rockwell Avenue and East Garland Avenue. SPS will design and construct the improvements, which will be reviewed by the City for safety, traffic calming, and traffic mitigation. The funding has been identified and is part of dollars designated for residential street improvements. The project was reviewed and included the 2021-2022 residential street maintenance plan recommendation of the Citizens Transportation Advisory Board. The City Council adopted that plan through RES 2021-0010 on February 8, 2021. 	
Budget Impact: 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: N/A 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: N/A Known challenges/barriers: N/A	

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF SPOKANE AND SPOKANE SCHOOL DISTRICT NO. 81
FOR THE COOK STREET TRAFFIC CALMING PROJECT**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this ____ day of June, 2021, by and between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and SPOKANE SCHOOL DISTRICT NO. 81, a Washington State municipal corporation, as ("SPS"), hereinafter referred to jointly as the "Parties".

RECITALS

WHEREAS, SPS is undergoing major renovations and upgrades to its facilities; and

WHEREAS, as part of one of the renovation and upgrade projects, the City, the Spokane Public Library, and SPS have agreed to coordinate and collaborate on efforts to relocate a City library into Shaw Middle School; and

WHEREAS, SPS is utilizing the alternative public works contract method of General Contractor/Construction Management to construct improvements on behalf of SPS for the Shaw Middle School project; and

WHEREAS, SPS has undertaken significant planning in traffic design and mitigation and traffic calming efforts for Shaw Middle School and its surroundings to increase the safety of both students and members of the public who may utilize the future school and library facility; and

WHEREAS, the Citizens Transportation Advisory Board has approved a financial allocation for traffic mitigation and calming measures for the Cook Street Traffic Calming Project; and

WHEREAS, the City agrees to reimburse SPS for costs associated with the traffic mitigation project.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. BACKGROUND. This Agreement involves a collaboration between the City and SPS for traffic mitigation and calming costs associated with the relocation and construction of a City library on SPS owned property ("Project"). The Project involves the design, construction and reimbursement for traffic safety and mitigation costs of Cook Street associated with library relocation to Shaw Middle School.
2. SCOPE OF AGREEMENT. The scope of the Agreement of the Parties is as follows:
 - A. Design/Construction: SPS will design and construct the traffic calming and mitigation measures for Cook Street into the Shaw Middle School project with input and review by the City regarding traffic safety and mitigation.
 - B. Reimbursement: City will reimburse SPS for costs associated with the Cook Street improvements not to exceed the sum total as provided below.
3. PAYMENT. CITY will pay SPS directly towards costs of the Project in a lump sum amount of \$721,316.57. Said payment shall be made as follows:
 - A. Reimbursable costs for the Project improvements are generally described in Exhibit "A", which is attached hereto and incorporated into and made a part of this Agreement.
 - B. Payment will be based on a written invoice with supporting documentation. Within thirty (30) days of receiving the invoice, the City agrees to forward payment to SPS.
 - C. Should the Project improvements exceed the amount of \$721,316.57, SPS will pay the balance.
4. TERM. This Agreement will start in June 2021 and will terminate on December 31, 2021. This Agreement may be terminated only by mutual written agreement of the Parties.
5. LIABILITY. Each party shall be responsible for its own negligence. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.
6. ACCEPTANCE OF PROJECT. SPS will ensure all construction is properly inspected and conforms with state and local rules and regulations, to include without limitation inspection of all traffic and roadway improvements prior to approval or acceptance of the Project by SPS.

7. DISPUTE RESOLUTION. In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the Parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.
8. ASSIGNMENT. Neither party may assign this Agreement without written consent by the other party.
9. AMENDMENT. Amendment of this Agreement may be made only by written agreement of the Parties.
10. SEVERABILITY. If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.
11. WAIVER OF BREACH/DEFAULT. No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.
12. INTEGRATION/MODIFICATION. This Agreement constitutes the entire and exclusive agreement between the Parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual agreement occurs between the Parties.
13. NOTICES. All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the Parties at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other party:

City: City of Spokane
Clint Harris
Street Department
901 N. Nelson
Spokane, WA 99202

SPS: Spokane Public Schools
Greg Forsyth

Director, Capital Projects and Planning
2815 E. Garland Avenue
Spokane, WA 99207

14. RCW 39.34 REQUIRED CLAUSES.

- A. Purpose: See Recitals and Section No. 1 above.
- B. Duration: See Section No. 4 above.
- C. Organization of Separate Entity and Its Powers: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties: See provisions above.
- E. Agreement to be Filed: City shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. SPS shall place this Agreement on its web site or other electronically retrievable public source.
- F. Financing: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: This Agreement can be terminated in accordance with Section No. 4.
- H. Property Upon Termination: Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first written above.

Dated: 6/10/2021

SPOKANE SCHOOL DISTRICT NO. 81

Cindy Coleman
Chief Finance and Business Services
Officer

Dated: _____

CITY OF SPOKANE

Mayor

Approved as to form: _____

ATTEST: _____

Assistant City Attorney

City Clerk

EXHIBIT "A"

The Project limits are Cook Street from East Rockwell Avenue to East Garland Avenue. The costs incurred to construct the improvements shown in the attached engineering design sheets for the purposes of this agreement will be considered eligible to receive the agreed upon city funds.

The new Hillyard Community Campus provides a multitude of new and improved assets to this neighborhood. One of the major components is the New Cook Street calming project being completed in partnership with SPS and the City. The basis of design is found inspiration in the Dutch concept of "Woonerf", which is a road design that prioritizes pedestrian and cyclist traffic over automobiles. This is done through a change of surface, a narrowing of the road, large planting areas and a "plaza" feel between the campus and the Northeast Community Center. Designated street parking and specialized drop-off locations along with additional crossings will better facilitate both vehicle and pedestrian traffic. This project covers the stretch of Cook Street from East Rockwell Avenue to East Garland Avenue. This project will be completed by Lydig Construction under the management of SPS.

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

06/28/2021

Date Rec'd

6/17/2021

Clerk's File #

OPR 2021-0423

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

ENGINEERING SERVICES

Contact Name/Phone

DAN BULLER 625-6391

Project #2018065, 2018066
AND 2018067**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR22693

Agenda Item Name

0370 – LOW BID AWARD – BACON CONCRETE INC.

Agenda Wording

Low Bid of Bacon Concrete Inc. of Spokane, WA for the Cycle 8 (2018) Traffic Calming in the amount of \$805,039.00. An administrative reserve of \$80,503.90, which is 10% of the contract price, will be set aside. (Various Neighborhood Councils)

Summary (Background)

On June 14, 2021 bids were opened for the above project. The low bid was from Bacon Concrete Inc., in the amount of \$805,039.00, which is \$40,070.00 or 4.74% under the Engineer's Estimate; three other bids were received as follows: William Winkler Co. - \$814,577.50, Cameron-Reilly LLC - \$833,847.40 and Corridor Contractors, - \$901,078.00.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 342,523.65

1380 24101 95300 56501 21010

Expense \$ 316,370.54

1380 24102 95300 56501 21010

Expense \$ 226,648.71

1380 24103 95300 56501 21010

Select \$

#

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

TWOHIG, KYLE

Study Session\Other

UE 11-09-20

Division Director

FEIST, MARLENE

Council Sponsor

Beggs

Finance

ORLOB, KIMBERLY

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For the Mayor

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

Additional Approvals

kgoodman@spokanecity.org

Purchasing

PRINCE, THEA

dbuller@spokanecity.org

aduffey@spokanecity.org

jgraff@spokanecity.org

Briefing Paper

Urban Experience

Division & Department:	Public Works, Engineering
Subject:	Traffic Calming (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"> This is the annual neighborhood traffic calming project funded by red light camera funds 	
Executive Summary:	
<ul style="list-style-type: none"> The project has components throughout the city – refer to the attached exhibit. Project components include sidewalk infill, curb ramps, speed feedback signs, crosswalk markings, curb bumpouts, center islands and a rapid flashing beacons at crosswalks. 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 red light 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 - 2018065

- D1-1a COOK STREET - SINTO AVE. TO MISSION AVE. (SIDEWALK)
- D1-1b COOK STREET - MISSION AVE. TO NORA AVE. (SIDEWALK)
- D1-2 EVERETT AVE. & NEVADA ST. - INTERSECTION (SPEED FEEDBACK SIGNS)

DISTRICT 2 - 2018066

- D2-1 2nd AVE. & OAK ST. - INTERSECTION (MARKED CROSSWALK)
- D2-2 14th AVE. & CEDAR ST. - INTERSECTION (TRAFFIC ISLAND)
- D2-3a MILTON STREET - 16th AVE. TO 15th AVE. (SIDEWALK)
- D2-3b MILTON STREET - 15th AVE. TO 14th AVE. (SIDEWALK)
- D2-4 25th AVE. & BERNARD ST. - INTERSECTION (BUMPOUT)

DISTRICT 3 - 2018067

- D3-1 POST STREET - WAVERLY AVE. TO CLEVELAND AVE. (RRFB)
- D3-2 GORDON AVENUE - POST ST. TO 150' EAST (SIDEWALK)
- D3-3 COLUMBIA AVENUE - ALBERTA ST. TO COCHRAN ST. (SIDEWALK)
- D3-4a ASSEMBLY STREET - SPORTS COMPLEX - SOUTH ENTRANCE / ROWAN AVE. (SPEED FEEDBACK SIGNS)
- D3-4b ASSEMBLY STREET - SPORTS COMPLEX - NORTH ENTRANCE (SPEED FEEDBACK SIGNS)



City of Spokane

PUBLIC WORKS CONTRACT

Title: **CYCLE 8 (2018) TRAFFIC CALMING**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BACON CONCRETE, INC.**, whose address is 16510 North Brannon Lane, Spokane, Washington 99208 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 **CYCLE 8 (2018) TRAFFIC CALMING PROJECT.**
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 2021, 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 Schedule A-1 for the actual quantities furnished for each bid item.

7. TAXES. Sales taxes will be included in bid items for Schedule A-1

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 808 West Spokane Falls Blvd., Second Floor, Spokane, Washington 99201. All invoices should include the City Clerk's File 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. CONTRACTOR'S 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.

BACON CONCRETE, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Payment Bond
Performance Bond
Certification Regarding Debarment
Schedule A-1

21-115

PAYMENT BOND

We, **BACON CONCRETE, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **EIGHT HUNDRED FIVE THOUSAND THIRTY NINE AND NO/100 DOLLARS (\$805,039.00)**, including applicable taxes, 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 **CYCLE 8 (2018) TRAFFIC CALMING PROJECT**. 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 _____.

BACON CONCRETE, 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 author-
ized 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 _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **BACON CONCRETE, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **EIGHT HUNDRED FIVE THOUSAND THIRTY NINE AND NO/100 DOLLARS (\$805,039.00)** including applicable taxes, 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 **CYCLE 8 (2018) TRAFFIC CALMING PROJECT**. 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 _____

BACON CONCRETE, 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 _____

Approved as to form:

Assistant City Attorney

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

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

SCHEDULE A-1
Tax Classification: Sales tax shall be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 6,460.00	\$ 6,460.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
3	SPCC PLAN	1.00 LS	\$ 750.00	\$ 750.00
4	POTHOLING	9.00 EA	\$ 400.00	\$ 3,600.00
5	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 9,200.00	\$ 9,200.00
6	MOBILIZATION	1.00 LS	\$ 75,000.00	\$ 75,000.00
7	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 1	1.00 LS	\$ 18,000.00	\$ 18,000.00
8	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 2	1.00 LS	\$ 18,000.00	\$ 18,000.00
9	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 3	1.00 LS	\$ 18,000.00	\$ 18,000.00
10	SEQUENTIAL ARROW SIGNS	432.00 HR	\$ 4.50	\$ 1,944.00
11	PORTABLE CHANGEABLE MESSAGE SIGN	336.00 HR	\$ 7.00	\$ 2,352.00
12	CLEARING AND GRUBBING	1.00 LS	\$ 8,000.00	\$ 8,000.00

13	TREE ROOT TREATMENT	20.00 EA	\$	800.00	\$	16,000.00
14	TREE PROTECTION ZONE	57.00 EA	\$	325.00	\$	18,525.00
15	TREE PRUNING	53.00 EA	\$	325.00	\$	17,225.00
16	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	8,000.00	\$	8,000.00
17	REMOVE EXISTING CURB	1,550.00 LF	\$	15.00	\$	23,250.00
18	REMOVE EXISTING CURB AND GUTTER	350.00 LF	\$	15.00	\$	5,250.00
19	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	750.00 SY	\$	18.00	\$	13,500.00
20	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	3.00 EA	\$	750.00	\$	2,250.00
21	SAWCUTTING CURB	85.00 EA	\$	28.00	\$	2,380.00
22	SAWCUTTING RIGID PAVEMENT	1,800.00 LFI	\$	1.20	\$	2,160.00
23	SAWCUTTING FLEXIBLE PAVEMENT	10,150.00 LFI	\$	0.80	\$	8,120.00
24	ROADWAY EXCAVATION INCL. HAUL - CHEIF GARRY PARK	80.00 CY	\$	30.00	\$	2,400.00
25	REMOVE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	20.00	\$	200.00
26	REPLACE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	20.00	\$	200.00

27	CSTC FOR SIDEWALK AND DRIVEWAYS	110.00 CY	\$	65.00	\$	7,150.00
28	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	650.00 SY	\$	42.70	\$	27,755.00
29	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 5 INCH THICK	350.00 SY	\$	75.00	\$	26,250.00
30	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1,000.00 SY	\$	28.00	\$	28,000.00
31	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	5.00 EA	\$	650.00	\$	3,250.00
32	CATCH BASIN TYPE 1	3.00 EA	\$	3,000.00	\$	9,000.00
33	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	3.00 EA	\$	650.00	\$	1,950.00
34	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	3.00 EA	\$	650.00	\$	1,950.00
35	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME & BI-DIREC- TIONAL VANED GRATE	1.00 EA	\$	650.00	\$	650.00
36	MH OR DW FRAME AND COVER (STAND- ARD)	1.00 EA	\$	800.00	\$	800.00
37	VALVE BOX AND COVER	3.00 EA	\$	375.00	\$	1,125.00
38	CLEANING EXISTING DRAINAGE STRUC- TURE	27.00 EA	\$	450.00	\$	12,150.00
39	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	\$	20.00	\$	200.00
40	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	\$	20.00	\$	200.00
41	TRENCH SAFETY SYSTEM	1.00 LS	\$	1,000.00	\$	1,000.00

42	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	56.00 LF	\$	120.00	\$	6,720.00
43	CONNECT 8 IN. DIA. SEWER PIPE TO EXIST- ING SEWER PIPE	3.00 EA	\$	800.00	\$	2,400.00
44	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	1,500.00	\$	1,500.00
45	ESC LEAD	1.00 LS	\$	1,600.00	\$	1,600.00
46	INLET PROTECTION	40.00 EA	\$	100.00	\$	4,000.00
47	TOPSOIL TYPE A, 2 INCH THICK	800.00 SY	\$	8.40	\$	6,720.00
48	HYDROSEEDING	100.00 SY	\$	6.00	\$	600.00
49	SOD INSTALLATION	700.00 SY	\$	18.00	\$	12,600.00
50	IRRIGATION SYSTEM, CHEIF GARRY PARK	1.00 LS	\$	12,000.00	\$	12,000.00
51	REMOVE AND REPLACE EXISTING SPRIN- KLER HEADS AND LINES	1.00 LS	\$	12,000.00	\$	12,000.00
52	CEMENT CONCRETE CURB	1,250.00 LF	\$	31.00	\$	38,750.00
53	CEMENT CONCRETE CURB AND GUTTER	900.00 LF	\$	34.00	\$	30,600.00
54	CEMENT CONCRETE DRIVEWAY	325.00 SY	\$	58.50	\$	19,012.50
55	CEMENT CONCRETE DRIVEWAY TRANSI- TION	150.00 SY	\$	58.50	\$	8,775.00

56	CHANNELIZING DEVICES - TYPE 4	2.00 EA	\$	295.00	\$	590.00
57	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	6,000.00	\$	6,000.00
58	CEMENT CONCRETE SIDEWALK	1,850.00 SY	\$	56.25	\$	104,062.50
59	RAMP DETECTABLE WARNING	304.00 SF	\$	20.00	\$	6,080.00
60	STAMPED CONCRETE PARK NAME	2.00 EA	\$	400.00	\$	800.00
61	REMOVE, PROTECT, AND REPLACE EXISTING CLUSTER MAILBOX	1.00 EA	\$	600.00	\$	600.00
62	RECTANGULAR RAPID FLASHING BEACON SYSTEM	1.00 EA	\$	33,000.00	\$	33,000.00
63	DRIVER FEEDBACK SIGN SYSTEM	2.00 EA	\$	32,500.00	\$	65,000.00
64	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS - DISTRICT 1	1.00 LS	\$	4,850.00	\$	4,850.00
65	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS - DISTRICT 2	1.00 LS	\$	10,400.00	\$	10,400.00
66	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS - DISTRICT 3	1.00 LS	\$	3,200.00	\$	3,200.00
67	REMOVAL OF EXISTING PAVEMENT MARKINGS	366.00 SF	\$	3.00	\$	1,098.00
68	PAVEMENT MARKING - DURABLE HEAT APPLIED	460.00 SF	\$	10.40	\$	4,784.00
69	REINFORCED DOWELED CURB	70.00 LF	\$	30.00	\$	2,100.00
70	TRAFFIC ISLAND CONCRETE	30.00 SY	\$	100.00	\$	3,000.00

		<i>Schedule A-1 Subtotal</i>	\$	<u>805,039.00</u>
<i>Summary of Bid Items</i>		<i>Bid Total</i>	\$	<u>805,039.00</u>

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

Project Number **2018065**

Project Description 2018 (Cycle 8) Traffic Calming

Original Date

6/14/2021 3:13:00 PM

Funding Source

Update Date

Preparer

Addendum

Project Number: 2018065			Engineer's Estimate		BACON CONCRETE INC		WM WINKLER COMPANY		CAMERON-REILLY LLC		CORRIDOR CONTRACTORS	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Sales tax shall be included in unit prices

1	ADA FEATURES SURVEYING	1 LS	9,000.00	9,000.00	6,460.00	\$6,460.00	6,500.00	\$6,500.00	5,000.00	\$5,000.00	11,400.00	\$11,400.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	1,000.00	1,000.00	750.00	\$750.00	436.00	\$436.00	750.00	\$750.00	750.00	\$750.00
4	POTHOLING	9 EA	400.00	3,600.00	400.00	\$3,600.00	284.50	\$2,560.50	350.00	\$3,150.00	300.00	\$2,700.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	15,000.00	15,000.00	9,200.00	\$9,200.00	8,729.00	\$8,729.00	5,000.00	\$5,000.00	8,000.00	\$8,000.00
6	MOBILIZATION	1 LS	63,000.00	63,000.00	75,000.00	\$75,000.00	74,975.00	\$74,975.00	65,000.00	\$65,000.00	76,710.00	\$76,710.00
7	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 1	1 LS	21,000.00	21,000.00	18,000.00	\$18,000.00	19,125.00	\$19,125.00	20,000.00	\$20,000.00	23,595.00	\$23,595.00
8	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 2	1 LS	33,000.00	33,000.00	18,000.00	\$18,000.00	31,950.00	\$31,950.00	15,000.00	\$15,000.00	23,595.00	\$23,595.00
9	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 3	1 LS	23,000.00	23,000.00	18,000.00	\$18,000.00	21,650.00	\$21,650.00	13,000.00	\$13,000.00	23,595.00	\$23,595.00
10	SEQUENTIAL ARROW SIGNS	432 HR	5.00	2,160.00	4.50	\$1,944.00	4.00	\$1,728.00	2.00	\$864.00	4.00	\$1,728.00
11	PORTABLE CHANGEABLE MESSAGE SIGN	336 HR	7.00	2,352.00	7.00	\$2,352.00	4.25	\$1,428.00	5.00	\$1,680.00	6.50	\$2,184.00
12	CLEARING AND GRUBBING	1 LS	20,000.00	20,000.00	8,000.00	\$8,000.00	11,683.00	\$11,683.00	35,000.00	\$35,000.00	9,850.00	\$9,850.00
13	TREE ROOT TREATMENT	20 EA	800.00	16,000.00	800.00	\$16,000.00	810.00	\$16,200.00	500.00	\$10,000.00	1,000.00	\$20,000.00
14	TREE PROTECTION ZONE	57 EA	275.00	15,675.00	325.00	\$18,525.00	350.00	\$19,950.00	400.00	\$22,800.00	400.00	\$22,800.00
15	TREE PRUNING	53 EA	350.00	18,550.00	325.00	\$17,225.00	350.00	\$18,550.00	400.00	\$21,200.00	400.00	\$21,200.00
16	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	6,000.00	6,000.00	8,000.00	\$8,000.00	9,000.00	\$9,000.00	15,000.00	\$15,000.00	9,850.00	\$9,850.00
17	REMOVE EXISTING CURB	1550 LF	12.00	18,600.00	15.00	\$23,250.00	4.95	\$7,672.50	10.00	\$15,500.00	11.00	\$17,050.00
18	REMOVE EXISTING CURB AND GUTTER	350 LF	20.00	7,000.00	15.00	\$5,250.00	7.05	\$2,467.50	14.00	\$4,900.00	14.00	\$4,900.00

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

19	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	750 SY	20.00	15,000.00	18.00	\$13,500.00	17.60	\$13,200.00	21.00	\$15,750.00	15.00	\$11,250.00
20	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	3 EA	800.00	2,400.00	750.00	\$2,250.00	1,303.00	\$3,909.00	750.00	\$2,250.00	800.00	\$2,400.00
21	SAWCUTTING CURB	85 EA	30.00	2,550.00	28.00	\$2,380.00	34.60	\$2,941.00	20.00	\$1,700.00	50.00	\$4,250.00
22	SAWCUTTING RIGID PAVEMENT	1800 LFI	1.50	2,700.00	1.20	\$2,160.00	4.55	\$8,190.00	1.25	\$2,250.00	1.00	\$1,800.00
23	SAWCUTTING FLEXIBLE PAVEMENT	10150 LFI	1.00	10,150.00	0.80	\$8,120.00	1.15	\$11,672.50	0.80	\$8,120.00	1.00	\$10,150.00
24	ROADWAY EXCAVATION INCL. HAUL - CHEIF GARRY PARK	80 CY	35.00	2,800.00	30.00	\$2,400.00	42.00	\$3,360.00	60.00	\$4,800.00	50.00	\$4,000.00
25	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	35.00	350.00	20.00	\$200.00	103.50	\$1,035.00	50.00	\$500.00	100.00	\$1,000.00
26	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	48.00	480.00	20.00	\$200.00	129.50	\$1,295.00	75.00	\$750.00	100.00	\$1,000.00
27	CSTC FOR SIDEWALK AND DRIVEWAYS	110 CY	110.00	12,100.00	65.00	\$7,150.00	67.60	\$7,436.00	125.00	\$13,750.00	120.00	\$13,200.00
28	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	650 SY	30.00	19,500.00	42.70	\$27,755.00	32.50	\$21,125.00	30.00	\$19,500.00	40.00	\$26,000.00
29	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 5 INCH THICK	350 SY	60.00	21,000.00	75.00	\$26,250.00	65.30	\$22,855.00	65.00	\$22,750.00	75.00	\$26,250.00
30	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1000 SY	32.00	32,000.00	28.00	\$28,000.00	33.40	\$33,400.00	15.00	\$15,000.00	60.00	\$60,000.00
31	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	5 EA	700.00	3,500.00	650.00	\$3,250.00	553.50	\$2,767.50	275.00	\$1,375.00	700.00	\$3,500.00
32	CATCH BASIN TYPE 1	3 EA	3,500.00	10,500.00	3,000.00	\$9,000.00	2,457.00	\$7,371.00	3,000.00	\$9,000.00	3,100.00	\$9,300.00
33	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	3 EA	800.00	2,400.00	650.00	\$1,950.00	505.00	\$1,515.00	750.00	\$2,250.00	1,000.00	\$3,000.00
34	RETROFIT SURFACE INLET CB WITH FRAME & BI- DIRECTIONAL VANED GRATE	3 EA	850.00	2,550.00	650.00	\$1,950.00	505.00	\$1,515.00	750.00	\$2,250.00	1,000.00	\$3,000.00
35	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME & BI- DIRECTIONAL VANED GRATE	1 EA	850.00	850.00	650.00	\$650.00	688.50	\$688.50	800.00	\$800.00	1,000.00	\$1,000.00
36	MH OR DW FRAME AND COVER (STANDARD)	1 EA	750.00	750.00	800.00	\$800.00	1,144.00	\$1,144.00	500.00	\$500.00	1,000.00	\$1,000.00
37	VALVE BOX AND COVER	3 EA	400.00	1,200.00	375.00	\$1,125.00	525.00	\$1,575.00	400.00	\$1,200.00	600.00	\$1,800.00
38	CLEANING EXISTING DRAINAGE STRUCTURE	27 EA	500.00	13,500.00	450.00	\$12,150.00	172.00	\$4,644.00	350.00	\$9,450.00	225.00	\$6,075.00

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

39	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	60.00	600.00	20.00	\$200.00	450.00	\$4,500.00	50.00	\$500.00	100.00	\$1,000.00
40	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	60.00	600.00	20.00	\$200.00	450.00	\$4,500.00	75.00	\$750.00	100.00	\$1,000.00
41	TRENCH SAFETY SYSTEM	1 LS	2,000.00	2,000.00	1,000.00	\$1,000.00	350.00	\$350.00	1,000.00	\$1,000.00	750.00	\$750.00
42	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	56 LF	100.00	5,600.00	120.00	\$6,720.00	94.50	\$5,292.00	125.00	\$7,000.00	80.00	\$4,480.00
43	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	3 EA	800.00	2,400.00	800.00	\$2,400.00	875.00	\$2,625.00	500.00	\$1,500.00	400.00	\$1,200.00
44	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	1,500.00	1,500.00	1,500.00	\$1,500.00	3,000.00	\$3,000.00	2,500.00	\$2,500.00	750.00	\$750.00
45	ESC LEAD	1 LS	4,000.00	4,000.00	1,600.00	\$1,600.00	2,275.00	\$2,275.00	2,500.00	\$2,500.00	1,200.00	\$1,200.00
46	INLET PROTECTION	40 EA	100.00	4,000.00	100.00	\$4,000.00	94.00	\$3,760.00	100.00	\$4,000.00	100.00	\$4,000.00
47	TOPSOIL TYPE A, 2 INCH THICK	800 SY	6.00	4,800.00	8.40	\$6,720.00	4.50	\$3,600.00	3.00	\$2,400.00	4.00	\$3,200.00
48	HYDROSEEDING	100 SY	5.00	500.00	6.00	\$600.00	5.00	\$500.00	4.00	\$400.00	37.00	\$3,700.00
49	SOD INSTALLATION	700 SY	18.00	12,600.00	18.00	\$12,600.00	8.75	\$6,125.00	16.00	\$11,200.00	14.00	\$9,800.00
50	IRRIGATION SYSTEM, CHEIF GARRY PARK	1 LS	10,000.00	10,000.00	12,000.00	\$12,000.00	4,244.00	\$4,244.00	16,000.00	\$16,000.00	14,000.00	\$14,000.00
51	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	15,000.00	15,000.00	12,000.00	\$12,000.00	8,564.00	\$8,564.00	25,000.00	\$25,000.00	23,000.00	\$23,000.00
52	CEMENT CONCRETE CURB	1250 LF	30.00	37,500.00	31.00	\$38,750.00	34.00	\$42,500.00	27.00	\$33,750.00	30.00	\$37,500.00
53	CEMENT CONCRETE CURB AND GUTTER	900 LF	35.00	31,500.00	34.00	\$30,600.00	47.80	\$43,020.00	38.00	\$34,200.00	40.00	\$36,000.00
54	CEMENT CONCRETE DRIVEWAY	325 SY	75.00	24,375.00	58.50	\$19,012.50	70.50	\$22,912.50	77.00	\$25,025.00	75.00	\$24,375.00
55	CEMENT CONCRETE DRIVEWAY TRANSITION	150 SY	65.00	9,750.00	58.50	\$8,775.00	50.00	\$7,500.00	66.00	\$9,900.00	75.00	\$11,250.00
56	CHANNELIZING DEVICES - TYPE 4	2 EA	300.00	600.00	295.00	\$590.00	270.00	\$540.00	350.00	\$700.00	325.00	\$650.00
57	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	7,300.00	7,300.00	6,000.00	\$6,000.00	3,162.00	\$3,162.00	6,500.00	\$6,500.00	6,500.00	\$6,500.00
58	CEMENT CONCRETE SIDEWALK	1850 SY	56.00	103,600.00	56.25	\$104,062.50	61.00	\$112,850.00	52.50	\$97,125.00	60.00	\$111,000.00
59	RAMP DETECTABLE WARNING	304 SF	22.00	6,688.00	20.00	\$6,080.00	20.00	\$6,080.00	20.00	\$6,080.00	20.00	\$6,080.00
60	STAMPED CONCRETE PARK NAME	2 EA	600.00	1,200.00	400.00	\$800.00	300.00	\$600.00	500.00	\$1,000.00	2,000.00	\$4,000.00
61	REMOVE, PROTECT, AND REPLACE EXISTING CLUSTER MAILBOX	1 EA	500.00	500.00	600.00	\$600.00	916.00	\$916.00	1,000.00	\$1,000.00	650.00	\$650.00
62	RECTANGULAR RAPID FLASHING BEACON SYSTEM	1 EA	35,000.00	35,000.00	33,000.00	\$33,000.00	34,200.00	\$34,200.00	45,000.00	\$45,000.00	34,000.00	\$34,000.00

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

63	DRIVER FEEDBACK SIGN SYSTEM	2 EA	30,000.00	60,000.00	32,500.00	\$65,000.00	28,150.00	\$56,300.00	38,000.00	\$76,000.00	28,750.00	\$57,500.00
64	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS - DISTRICT 1	1 LS	5,500.00	5,500.00	4,850.00	\$4,850.00	4,590.00	\$4,590.00	6,000.00	\$6,000.00	4,200.00	\$4,200.00
65	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS - DISTRICT 2	1 LS	10,700.00	10,700.00	10,400.00	\$10,400.00	9,936.00	\$9,936.00	13,000.00	\$13,000.00	10,000.00	\$10,000.00
66	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS - DISTRICT 3	1 LS	4,200.00	4,200.00	3,200.00	\$3,200.00	2,468.00	\$2,468.00	3,300.00	\$3,300.00	4,600.00	\$4,600.00
67	REMOVAL OF EXISTING PAVEMENT MARKINGS	366 SF	8.00	2,928.00	3.00	\$1,098.00	3.00	\$1,098.00	3.90	\$1,427.40	10.00	\$3,660.00
68	PAVEMENT MARKING - DURABLE HEAT APPLIED	460 SF	10.00	4,600.00	10.40	\$4,784.00	9.85	\$4,531.00	12.00	\$5,520.00	15.00	\$6,900.00
69	REINFORCED DOWELED CURB	70 LF	30.00	2,100.00	30.00	\$2,100.00	41.00	\$2,870.00	50.00	\$3,500.00	30.00	\$2,100.00
70	TRAFFIC ISLAND CONCRETE	30 SY	75.00	2,250.00	100.00	\$3,000.00	97.50	\$2,925.00	76.00	\$2,280.00	75.00	\$2,250.00
Bid Total			\$845,109.00		\$805,039.00		\$814,577.50		\$833,847.40		\$901,178.00	

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Total</i>
ENGINEER'S ESTIMATE	845,109.00	0.00	0.00	0.00	0.00	0.00	845,109.00
BACON CONCRETE INC	805,039.00	0.00	0.00	0.00	0.00	0.00	805,039.00
WM WINKLER COMPANY	814,577.50	0.00	0.00	0.00	0.00	0.00	814,577.50
CAMERON-REILLY LLC	833,847.40	0.00	0.00	0.00	0.00	0.00	833,847.40
CORRIDOR CONTRACTORS	901,178.00	0.00	0.00	0.00	0.00	0.00	901,178.00

Low Bid Contractor: BACON CONCRETE INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	805,039.00	845,109.00	4.74 % Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	805,039.00	845,109.00	4.74 % Under Estimate



Agenda Sheet for City Council Meeting of:

06/28/2021

Date Rec'd	6/17/2021
Clerk's File #	OPR 2020-0875
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR 22695

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	BRENDA 220-5616 SCHREIBER
Contact E-Mail	BSCHREIBER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1680 - GUARDIAN'S FOUNDATION CONTRACT EXTENSION AT CANNON STREET SHELTER

Agenda Wording

CHHS is requesting permission to extend the Guardians Foundation current contract at the Cannon Shelter by 90-days and to increase the contract amount accordingly. See briefing paper for details.

Summary (Background)

The Cannon Street Shelter provides daytime and nighttime emergency shelter services for households without minor children that are experiencing homelessness. The 90-day extension will allow Cannon Street Shelter to remain open thus filling a gap through summer for the unsheltered population until the RFP process is complete and a new provider is selected.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Expense \$ 405,000.00

Select \$

Select \$

Select \$

Budget Account

0300-53011-65410-54201-99999

#

#

#

Approvals

Dept Head LEWIS, DAVID G.

Division Director ALEXANDER, CUPID

Finance HUGHES, MICHELLE

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other Urban Exp. - 6/14/2021

Council Sponsor CM Stratton

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Briefing Paper

Urban Experience Committee

Division & Department:	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
Subject:	Guardian's Foundation Contract Extension at Cannon Street Shelter
Date:	6/2/2021
Author (email & phone):	Brenda Schreiber (bschreiber@spokanecity.org) 509-220-5616
City Council Sponsor:	CM Stratton
Executive Sponsor:	Cupid Alexander
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)	2020-2025 Strategic Plan to End Homelessness
Strategic Initiative:	Safe & Healthy
Deadline:	June 30, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to extend the Guardians Foundation current contract at the Cannon Shelter by 90-days and to increase the contract amount.
<u>Background/History:</u> The Guardians Foundation has built a reputation in the homeless community as operating a safe and compassionate program that has been operating at the Cannon Street Shelter since November 16, 2020. The 90-day extension will allow Cannon Street Shelter to remain open thus filling a gap through summer for the unsheltered population until the RFP process is complete and a new provider is selected.	
<u>Executive Summary:</u> <ul style="list-style-type: none"> The Cannon Street Shelter provides daytime and nighttime emergency shelter services for households without minor children that are experiencing homelessness. A contract increase of \$405,000 is necessary to cover the extension and this additional funding has been made available from the City of Spokane unappropriated general funds. 	
<u>Budget Impact:</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: None.	
<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: None. Known challenges/barriers: None.	



City of Spokane
AGREEMENT AMENDMENT C

Title: Warming Center Program

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **The Guardians Foundation, Inc.**, whose address is 115 North Stone Street, Spokane, Washington 99202 as ("GRANTEE").

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Warming Center Program; and

WHEREAS, a change or revision of the work has been requested, an extension to the Agreement so that the City may complete a Request for Proposal and Review Process ("Process") in order to enhance the delivery of services through the Warming Center Program and the Process cannot be thoughtfully conducted prior to the expiration of the Agreement, thus the original Agreement needs to be formally Amended by this written document; and

WHEREAS, additional time is required, and thus the Original Agreement time for performance needs to be formally extended by this written document; and

WHEREAS, additional funds are necessary to complete the Project, thus the original Agreement needs to be formally Amended by this written document; and

WHEREAS, additional funding has been made available under City of Spokane unappropriated general fund; and

WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and

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

1. CONTRACT DOCUMENTS.

The original Agreement, dated November 16, 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 Agreement Amendment shall become effective on July 1, 2021.

3. EXTENSION.

The Agreement documents are hereby extended and shall run through September 30, 2021.

4. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by **FOUR HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$405,000.00)** for everything furnished and done under this Amendment

which equates to a new total Agreement amount not to exceed **ONE MILLION FOUR HUNDRED FOUR THOUSAND SEVEN HUNDRED FORTY AND NO/100 DOLLARS (\$1,404,740.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 3} of the original Agreement):

<u>Category</u>	<u>Amount</u>
Operations	\$1,289,440
Facility Support	\$10,700
Administration	\$104,600
TOTAL	\$1,404,740

Any amendments to the budget, including additions or deletions of eligible costs or activities, must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY and any costs for over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph H of the original Agreement.

Any indirect costs charged must be consistent with 2 CFR 200, its Appendix IX, and 24 CFR 570.206 applied using the rate and basis specified on the FACE SHEET of the original Agreement. In addition, the CITY may require a more detailed budget breakdown than the one contained herein, and the GRANTEE shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the CITY.

1) Award Identification Information

Grant identification information for this project provided below as an addition to the information found on the FACE SHEET of the original Agreement:

Grantor Award #	316-46108-30	B-20-MW-53-0006	<u>Not Applicable</u>
Agency	Washington State Department of Commerce	U.S. Department of Housing and Urban Development	<u>City of Spokane</u>
Agency Program	COVID-19 Outbreak Emergency Housing Grant	Community Development Block Grant – Coronavirus ("CDBG-CV")	<u>Unappropriated general funds</u>
Federal Funds	No	Yes	<u>No</u>
CFDA #	Not applicable	14.218	<u>Not applicable</u>
Total Agency Award	\$1,474,636	\$3,488,214	<u>\$405,000</u>
Grantor Award Date	03/28/2020	01/28/2021	<u>7/1/2021</u>
Warming Center Program Award	\$200,000 <u>\$240,593.03</u>	\$550,000 <u>\$759,146.97</u>	<u>\$405,000</u>

5. AMENDMENT.

SECTION NO. 8 (B) 3 – PAYMENT PROCEDURES. The original Agreement is amended as follows:

The CITY shall pay the GRANTEE only for actual costs upon presentation of accurate and complete forms as provided by the CITY in ~~Attachment B~~ Attachment 2, and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for payment by GRANTEE shall be submitted no more than twice per month (unless prior written approval by CITY is obtained by GRANTEE) on or before the 10th of each month and the 24th of each month for the appropriate pay period costs, using the forms provided by the CITY in ~~Attachment B~~ Attachment 2. For expenses incurred during the month of December, the payment request shall be submitted on or before the 8th of January and for expenses incurred during the month of June, the payment request shall be submitted on or before the 8th of July. In conjunction with each

payment request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit payment requests to the CITY's Contract Representative designated on the Face Sheet of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

GRANTEE shall submit the billing form and a payroll summary report to the CITY's Contract Representative on the 10th of the month and on the 24th of the month for the appropriate pay period. The GRANTEE shall expend all payments received from the CITY for services provided under this Agreement on the regularly scheduled pay date of the 5th of the month or the 20th of the month, whichever is appropriate. Proof of expenditure, including a copy of the general ledger report and time and effort tracking, shall be submitted to and accepted by the CITY's Contract Representative before a subsequent payment can be requested by the GRANTEE. Requests for payment shall not exceed the amount as outlined in Section 3 of this Agreement.

Payment will be made via check or direct deposit/ACH in a timely manner to ensure that the GRANTEE can issue payment to employees on the regular scheduled pay date. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the PARTIES shall immediately make every effort to settle the disputed amount.

In the event that the CITY determines any funds were expended by the GRANTEE for unauthorized or ineligible purposes, or the expenditures constitute disallowed costs in any other way, the CITY may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- a. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY;
- b. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself; and
- c. The CITY reserves the right to withhold payments pending timely delivery of Program reports or documents as may be required under this Agreement.

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

THE GUARDIANS FOUNDATION, INC.

By _____
Signature Date

Type or Print Name

Title

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment 1 – Debarment Certification

Attachment 2 – REVISED Grantee Billing Form

ATTACHMENT 1

**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.

<u>The Guardians Foundation, Inc.</u> Name of Subrecipient / Contractor / Consultant (Type or Print)	<u>Warming Center Program</u> Program Title (Type or Print)
 <u>Name of Certifying Official (Type or Print)</u>	 <u>Signature</u>
 <u>Title of Certifying Official (Type or Print)</u>	 <u>Date (Type or Print)</u>

Information & Instructions for Completing Grantee Billing Form & Itemized Expense Reports

A reimbursement request, otherwise known as a bill or invoice, consists of a Grantee Billing Form, Payee Expense Report, Staff Expense Report and detailed documentation of the expenses. The billing form includes the approved budget categories and amounts during the active performance period of the Agreement. The Payee Expense Report and Staff Expense Report should be completed to detail each itemized expense being requested on the billing form in the Current Expense Request in Column B in aggregate value for each Approved Budget Category for the current expense period.

You should bill monthly for expenditures. If there have been no expenditures paid for the previous month, an invoice is not required. Please submit a final reimbursement request with all required documentation by the identified date in your Agreement. A final program report will be required to be submitted as well. You will not be paid until all documentation and final reports are received. HMIS Data **MUST** be electronically posted in the HMIS database before invoices will be paid.

Complete the Staff Expense Report for each employee you are requesting reimbursement of salary and fringe benefits based on the allowed activity and amount of actual time spent performing that activity. Record the employee Name, allowed Activity being funded, the Expense Category of the approved budget applicable to the activity, Total Hours Worked, Hours Worked on Listed Activity, and Total Salary & Fringe paid during the Expense Period. If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. Total Salary and Fringe should be reflected as the monthly amount. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a single project.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration), Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a

Complete the Housing Assistance Detail Report for each housing assistance expense (rental application fees, rental assistance, security deposits, etc.) you are claiming reimbursement for. Record the HMIS client ID number, housing assistance expense type (application fee, security deposit, rent assistance, etc.) unit/FMR info if known, client lease information if known, and reimbursement information. If your grant is providing housing assistance through two or more projects, complete a Housing Assistance Detail Report for each one. If needed, complete the Housing Assistance Adjustment Report to explain changes to previously reported housing assistance expenses charged to the grant including Adjustment Reason.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjunction with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjunction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

The billing form and itemized expense reports MUST be signed in ink. The formulas should not be changed or adjusted in the form(s).

Completing the Grantee Billing Form:

- ☐ Name and address of your organization requesting reimbursement.
- ☐ Expense Period (should bill as monthly expenses, January, February, etc.)
- ☐ Enter total amount of Monthly Actual in Column B to represent the amount requested for reimbursement for the current period in the line item category of the approved budget (i.e. - Rapid Re-Housing, Emergency Shelter and Administration) and should reflect the total of itemized expenses on the Payee Expense and Staff Expense Reports. The Payee Expense and Staff Expense Reports must be completed and submitted with the billing form. You may not transfer funds between approved categories without written preapproval from the City.
- ☐ Enter Total Previously Requested in Column C, as applicable to each line item in the approved category of the budget. The
- ☐ Ensure all back up documentation is included for payment processing if you are using any type of the allocation for direct or
- ☐ Sign in ink, provide title, date, email address and telephone number before sending for approval and payment processing to City of Spokane Community, Housing, and Human Services Department.

Documentation Required for Billing Forms:

All requests for reimbursement must be supported by documentation necessary to show that the costs charged to the grant funds were incurred during the active performance period of the Agreement, were actually paid out, were allowable items and have been approved by the responsible official within the organization. For example:

Salary and Fringe – receipts, payroll reports, timesheets signed by the employee and the immediate supervisor, letters of employment that include rate of pay, benefits and employee withholdings. For staff directly charged to a grant funded program or project time and attendance records should be included as well. Other sources of documentation might include, canceled checks from employees, insurance provider, etc. or evidence of direct deposits which document outlay of expenses. **100% of the time daily must be recorded for all hours worked by activity performed. This is required for all federally funded grant positions.**

Rent/Utilities – proof of payment to vendor, rental or lease agreement, utility bills. If the cost of the space or utilities is split between grant funded and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources and the method provided.


Supplies and Materials (all Goods) – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. It's also helpful to keep information regarding where the supplies are stored and for what program or project are they being used in the organizations' internal file.

Equipment – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. Packing slips are only proof of delivery and do not act as an invoice from the vendor. If the item received is an inventorial piece of equipment, the serial number, model, and inventory tag should be noted on the purchase order or invoice from the vendor.

Other – proof of payment, receipts, invoices from vendor. Please contact the City for specific questions on required documentation.

Admin/Indirect Costs – methodology of application applied in accordance with Federal Guidance on allocation of direct costs for non-profits using the base most appropriate (for federally funded agreements) or applied in accordance with a methodology that the City has approved the use of (for agreements funded with non-federal sources).

If you are allocating either direct expenses or indirect expenses using a rate other than a federally negotiated rate or the de minimis rate (10% MTDC) the use of your allocation plan must be approved by the City prior to you charging the grant program. The allocation should consist of your pooled costs or cost basis and the narrative for the methodology applied to determining the calculated rate or percentage. Direct expenses allocated usually include utilities, rent, agency liability insurance, and may include staff paid time allocated as well.

	City of Spokane Grantee Billing Form 2020-2021 Warming Center Program		City Clerk #	OPR 2020-0875		
			Vendor ID #	048600		
			FMS Acct #	Multiple Budget Codes (see FDS)		
SUBMIT BILLING TO:		Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. <u>Vendor/Claimant Certificate:</u> I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.				
City of Spokane Community, Housing, and Human Services Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201						
GRANTEE (Warrant is to be payable to:)						
The Guardians Foundation, Inc. 115 North Stone St. Spokane, WA 99202						
Grantee Certification						
Project/Program:	Cannon Warming Center Program				By:	
Award Number:	316-46108-30/B-20-MW-53-0006				(SIGN IN INK)	
National Objective:	Benefit low/mod income persons				(TITLE)	(DATE)
Eligibility Code:	LMC-03T					
IDIS Activity ID:	Commerce SAW/IDIS 4394				(EMAIL ADDRESS)	(TELEPHONE NUMBER)
Grant Term:	11/16/2020 - 09/30/2021	Billing date:				
Indirect Cost Rate:	10% MTDC	Expense Period:				
EXPENSE Categories:	A Grant Budget	B Current Expense Request	C Total Previously Requested	D Grant Balance (A-B-C)		
OPERATIONS						
Salaries & Benefits	\$ 862,997.00	\$ -	\$ 465,827.66	\$ 397,169.34		
Supplies	\$ 221,933.00	\$ -	\$ 144,870.91	\$ 77,062.09		
Office Space	\$ 5,883.00	\$ -	\$ -	\$ 5,883.00		
Utilities	\$ 27,360.00	\$ -	\$ 15,352.04	\$ 12,007.96		
Training	\$ 2,300.00	\$ -	\$ -	\$ 2,300.00		
Travel	\$ 1,700.00	\$ -	\$ 381.23	\$ 1,318.77		
Insurance	\$ 2,267.00	\$ -	\$ -	\$ 2,267.00		
Direct Client Assist. - Essential Needs	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00		
Other - Laundry	\$ 148,000.00	\$ -	\$ 121,325.06	\$ 26,674.94		
Other - Security	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00		
Operations Subtotal	\$ 1,289,440.00	\$ -	\$ 747,756.90	\$ 541,683.10		
FACILITY SUPPORT						
Maintenance - Pest Control	\$ 8,700.00	\$ -	\$ 5,358.23	\$ 3,341.77		
Maintenance - Plumber	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00		
Maintenance - Fence	\$ 750.00	\$ -	\$ -	\$ 750.00		
Facility Support Subtotal	\$ 10,700.00	\$ -	\$ 5,358.23	\$ 5,341.77		
ADMINISTRATION						
Administration	\$ 95,090.00	\$ -	\$ 49,165.72	\$ 45,924.28		
Indirect Costs (10% MTDC)	\$ 9,510.00	\$ -	\$ 4,685.75	\$ 4,824.25		
Administration Subtotal	\$ 104,600.00	\$ -	\$ 53,851.47	\$ 50,748.53		
GRAND TOTAL	\$ 1,404,740.00	\$ -	\$ 806,966.60	\$ 597,773.40		
Contract Amount (auto populated)		\$ 1,404,740.00	% Expended:	57.45%		
Total Expended to Date (auto populated)		\$ 806,966.60	% Remaining:	42.55%		
Contract Remaining Balance		\$ 597,773.40				
← Check box if final request.			CHHS Approval:			

Payee Expense Report					
Organization:	The Guardians Foundation, Inc.	Grant #:	316-46108-30/B-20-MW-53-0006	City Clerk #:	OPR 2020-0875
Prepared By:		Title:		Date:	
Please complete the table for ALL (non-Staff) expenses for the reported period. Copies of receipts and invoices MUST be attached.					
Payee/Vendor Name	Expense Category (Support Services, Operating Expenses, etc.)	Expenditure Type (Rent, Maintenance, Furnishings, Case Management etc.)	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total
EXAMPLE: Avista	Operating Expenses	Utilities	\$ 90.91	\$ 9.09	\$ 100.00
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
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Total Current Expenses Requested this Period			\$ -	\$ -	\$ -

Staff Expense Report								
Organization:	The Guardians Foundation, Inc.	Grant #:	316-46108-30/B-20-MW-53-0006		City Clerk #:	OPR 2020-0875		
Prepared By:		Title:			Date:			
Please complete the table for all STAFF expenses for the reported period. Signed timesheets MUST be attached.								
Name	Activity Funded	Total Hours Worked (100% of time on ALL activities)	Hours Worked on Listed Activity	Total Salary and Fringe paid to Employee	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total Billed to this Grant	Match Contribution this Period
Example: Doe, John	Case Management	80.00	60.00	\$ 1,200.00	\$ 818.00	\$ 82.00	\$ 900.00	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
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Total Staff Expenses Requested this Period					\$ -	\$ -	\$ -	\$ -

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

06/28/2021

Date Rec'd

6/17/2021

Clerk's File #

OPR 2021-0424

Renews #**Cross Ref #**

OPR 2021-0256

Submitting Dept

HOUSING & HUMAN SERVICES

Contact Name/PhoneMARGARET 867-8539
HINSON**Project #****Contact E-Mail**

MHINSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**1680 - COMMERCE RENT ASSISTANCE PROGRAM (T-RAP) SUBAWARD
RECOMMENDATION**Agenda Wording**

CHHS is requesting permission to award \$6,580,307 of rent assistance program (T-RAP) funds to LiveStories. This recommendation was approved by the CHHS Board on 6/9/2021. Agreements will be released after Council approval of subawards.

Summary (Background)

On May 17, 2021 CHHS invited eligible agencies to apply for the approximately \$9,040,862.00 in funds allocated from Commerce for rent and utility assistance. The funds are retroactively available from March 1, 2020 with a contract end date of September 30, 2022. See briefing paper for further detail.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 6,580,307

1760-95597-51010-54201-99999

Select \$

#

Select \$

#

Select \$

#

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

LEWIS, DAVID G.

Study Session\Other

Urban Exp. - 6/14/2021

Division Director

ALEXANDER, CUPID

Council Sponsor

CM Stratton

Finance

HUGHES, MICHELLE

Distribution List**Legal**

ODLE, MARI

mhinson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kmartin@spokanecity.org

Additional Approvals

dglewis@spokanecity.org

Purchasing

calexander@spokanecity.org

**GRANTS,
CONTRACTS &
PURCHASING**

BROWN, SKYLER

chhsgrants@spokanecity.org

chhsaccounting@spokanecity.org

Briefing Paper

Urban Development Committee

Division & Department:	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
Subject:	Commerce Rental Assistance Program (T-RAP) Subaward Recommendation
Date:	6/7/2021
Author (email & phone):	Margaret Hinson (mhinson@spokanecity.org 509-867-8539)
City Council Sponsor:	CM Stratton
Executive Sponsor:	Cupid Alexander
Committee(s) Impacted:	Public Safety & 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)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
Strategic Initiative:	Safe & Healthy / Reduce Homelessness
Deadline:	June 28, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to award \$9,185,880 in T-RAP funds from the WA State Dept. of Commerce (Commerce) to two subgrantees: Family Promise of Spokane and geocko, inc. dba LiveStories.
Background/History: On February 25, 2021 Commerce invited eligible agencies to apply for approximately \$520 million in funds for the new Treasury Rent Assistance Program (T-RAP). Commerce offered to split the award for the Spokane region using the same proportional allocation used for Consolidated Homeless Grant (CHG). On May 17, 2021 CHHS invited eligible agencies to apply for the approximately \$9,185,880.00 in funds allocated from Commerce. The funds are retroactively available from March 1, 2020 with a contract end date of September 30, 2022. Agreements will be released after Council approval of subawards.	
Executive Summary: CHHS received proposals from several agencies. Family Promise of Spokane, Spokane Workforce Council, and geocko, inc. dba LiveStories proposals were referred to the CHHS Board's Evaluation and Review Committee. The CHHS Evaluation and Review Committee met to review applications and recommended funding two of the agencies at the following levels: <ul style="list-style-type: none"> • Family Promise: \$2,500,000.00 • LiveStories: \$6,685,880.00 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: U.S. Treasury Department passed through WA Dept. of Commerce Other budget impacts: N/A	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Requires change in current operations/policy?

☐

Yes

☐

No

Specify changes required: None.

Known challenges/barriers: None.



Agenda Sheet for City Council Meeting of:

06/28/2021

Date Rec'd	6/17/2021
Clerk's File #	OPR 2021-0425
Renews #	
Cross Ref #	OPR 2021-0256
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	MARGARET 867-8539 HINSON
Contact E-Mail	MHINSON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1680 - COMMERCE RENT ASSISTANCE PROGRAM (T-RAP) SUBAWARD RECOMMENDATION

Agenda Wording

CHHS is requesting permission to award \$2,460,555 of rent assistance program (T-RAP) funds to Family Promise of Spokane. This recommendation was approved by the CHHS Board on 6/9/2021. Agreements will be released after Council approval of subawards.

Summary (Background)

On May 17, 2021 CHHS invited eligible agencies to apply for the approximately \$9,040,862.00 in funds allocated from Commerce for rent and utility assistance. The funds are retroactively available from March 1, 2020 with a contract end date of September 30, 2022. See briefing paper for further detail.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Expense \$ 2,460,555.00

Select \$

Select \$

Select \$

Budget Account

1760-95597-51010-54201-99999

#

#

#

Approvals

Dept Head LEWIS, DAVID G.

Division Director ALEXANDER, CUPID

Finance HUGHES, MICHELLE

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other Urban Exp. - 6/14/2021

Council Sponsor CM Stratton

Distribution List

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Additional Approvals

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GRANTS, CONTRACTS & PURCHASING BROWN, SKYLER chhsgrants@spokanecity.org

chhsaccounting@spokanecity.org

Briefing Paper

Urban Development Committee

Division & Department:	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
Subject:	Commerce Rental Assistance Program (T-RAP) Subaward Recommendation
Date:	6/7/2021
Author (email & phone):	Margaret Hinson (mhinson@spokanecity.org 509-867-8539)
City Council Sponsor:	CM Stratton
Executive Sponsor:	Cupid Alexander
Committee(s) Impacted:	Public Safety & 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)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
Strategic Initiative:	Safe & Healthy / Reduce Homelessness
Deadline:	June 28, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to award \$9,185,880 in T-RAP funds from the WA State Dept. of Commerce (Commerce) to two subgrantees: Family Promise of Spokane and geocko, inc. dba LiveStories.
Background/History: On February 25, 2021 Commerce invited eligible agencies to apply for approximately \$520 million in funds for the new Treasury Rent Assistance Program (T-RAP). Commerce offered to split the award for the Spokane region using the same proportional allocation used for Consolidated Homeless Grant (CHG). On May 17, 2021 CHHS invited eligible agencies to apply for the approximately \$9,185,880.00 in funds allocated from Commerce. The funds are retroactively available from March 1, 2020 with a contract end date of September 30, 2022. Agreements will be released after Council approval of subawards.	
Executive Summary: CHHS received proposals from several agencies. Family Promise of Spokane, Spokane Workforce Council, and geocko, inc. dba LiveStories proposals were referred to the CHHS Board's Evaluation and Review Committee. The CHHS Evaluation and Review Committee met to review applications and recommended funding two of the agencies at the following levels: <ul style="list-style-type: none"> Family Promise: \$2,500,000.00 LiveStories: \$6,685,880.00 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: U.S. Treasury Department passed through WA Dept. of Commerce Other budget impacts: N/A	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Requires change in current operations/policy?

☐

Yes

☐

No

Specify changes required: None.

Known challenges/barriers: None.

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

06/28/2021

Date Rec'd

6/16/2021

Clerk's File #

CPR 1991-0068

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

TESSA DELBRIDGE 625-6716

Project #**Contact E-Mail**

TDELBRIDGE@SPOKANECITY.ORG

Bid #**Agenda Item Type**Boards and Commissions
Appointments**Requisition #****Agenda Item Name**

0520 APPOINTMENT TO SPOKANE HUMAN RIGHTS COMMISSION

Agenda Wording

Appoint Brennan Schreiber to a three-year term on the SHRC to serve from 6/30/2021 through 12/31/2024 and Abigail Baker to serve a one-year term from 6/30/2021 through 6/29/2022

Summary (Background)

Appoint Brennan Schreiber to a three-year term on the SHRC to serve from 6/30/2021 through 12/31/2024 and Abigail Baker to serve a one-year term from 6/30/2021 through 6/29/2022

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

COTE, BRANDY

Study Session\Other**Division Director****Council Sponsor****Finance****Distribution List****Legal**

tdelbridge@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

lkissler@spokanecity.org

Additional Approvals**Purchasing**

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

06/28/2021

Date Rec'd

6/16/2021

Clerk's File #

CPR 2021-0024

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

MAYOR

Contact Name/Phone

TESSA DELBRIDGE 625-6716

Project #**Contact E-Mail**

TDELBRIDGE@SPOKANECITY.ORG

Bid #**Agenda Item Type**Boards and Commissions
Appointments**Requisition #****Agenda Item Name**

0520 APPOINTMENT TO PARKING ADVISORY COMMITTEE

Agenda Wording

Appoint Tim O'Doherty to serve a three-year term on the Parking Advisory Committee from 7/1/2021 to 6/30/2024.

Summary (Background)

Appoint Tim O'Doherty to serve a three-year term on the Parking Advisory Committee from 7/1/2021 to 6/30/2024.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

COTE, BRANDY

Study Session\Other**Division Director****Council Sponsor****Finance****Distribution List****Legal**

tdelbridge@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kbecker@spokanecity.org

Additional Approvals**Purchasing**

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

06/28/2021

Date Rec'd

6/17/2021

Clerk's File #

ORD C36068

Renews #**Submitting Dept**

HOUSING & HUMAN SERVICES

Cross Ref #

OPR 2021-0256

Contact Name/Phone

DAVID LEWIS 625-6051

Project #**Contact E-Mail**

DGLEWIS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

1680 - SBO FOR TREASURY RENT ASSISTANCE PROGRAM GRANT FUNDS

Agenda Wording

CHHS is requesting approval of the attached SBO related to the acceptance of the Commerce Treasury Rent Assistance Grant (grant approval 4/19/21). This SBO creates budget capacity in order to utilize the funds.

Summary (Background)

The T-RAP Grant is part of WA State's response to the COVID-19 disaster, intended to prevent evictions by paying past due, current due, future rent, and utilities, targeting resources to those who have experienced financial hardship due to the COVID-19 outbreak and are at risk of experiencing homelessness or housing instability. The funds are split between four codes, with the bulk of monies (\$9,040,862) subawarded to partners through an RFP process. 2% of the award is retained for City admin.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ 9,261,862.00

1760-95597-99999-33321-99999

Expense \$ 9,040,862.00

1760-95597-51010-54201-99999

Expense \$ 90,480.00

1760-95597-51030-51991-99999

Expense \$ 33,205.00

1760-95597-51030-52991-99999

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

LEWIS, DAVID G.

Study Session\Other

Urban Exp. - 4/12/21

Division Director

ALEXANDER, CUPID

Council Sponsor

CM Stratton

Finance

HUGHES, MICHELLE

Distribution List**Legal**

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dglewis@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

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Additional Approvals

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Purchasing

chhsaccounting@spokanecity.org

MANAGEMENT &

INGIOSI, PAUL

GRANTS,

BROWN, SKYLER



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Expense **\$** 97,315.00

Select **\$**

Budget Account

1760-95597-51030-54992-99999

#

Distribution List

Briefing Paper

Urban Development Committee

Division & Department:	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
Subject:	Treasury Rent Assistance Program (T-RAP) Grant Acceptance
Date:	4/12/2021
Author (email & phone):	Margaret Hinson (mhinson@spokanecity.org 509-867-8539)
City Council Sponsor:	Council Member Stratton
Executive Sponsor:	Cupid Alexander
Committee(s) Impacted:	Public Safety & 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)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
Strategic Initiative:	Safe & Healthy / Reduce Homelessness
Deadline:	The grant has a retroactive start date of March 1, 2021 and the grant expires on September 30, 2022.
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept \$9,261,862 in T-RAP funds from the WA State Dept. of Commerce (Commerce). These funds will be subgranted to providers that help prevent eligible households facing eviction from experiencing homelessness and SBO will be submitted to create budget capacity.
Background/History: On February 25, 2021 Commerce invited eligible agencies to apply for approximately \$520 million in funds for the new Treasury Rent Assistance Program (T-RAP). Commerce offered to split the award for the Spokane region using the same proportional allocation used for Consolidated Homeless Grant (CHG). The funds are retroactively available to March 1, 2020 with a contract end date of September 30, 2022.	
Executive Summary: The T-RAP Grant is part of Washington State’s response to the COVID-19 disaster, intended to prevent evictions that would contribute to the spread of the virus by paying past due, current due, future rent, and utilities, targeting limited resources to those who have experienced financial hardship due to the COVID-19 outbreak and are at risk of experiencing homelessness or housing instability. Households must meet the three federally required initial screening criteria: <ul style="list-style-type: none"> • Income at or below 80% of Area Median Income (AMI). • Experiencing a financial hardship directly or indirectly due to the COVID-19 outbreak that threatens the household’s ability to pay the costs of the rental property when due. • At risk of experiencing homelessness or housing instability. The following households must be prioritized: <ul style="list-style-type: none"> • Income at or below 50% AMI. • Households with one or more individuals who are unemployed and have been unemployed for 90 days before application date. The percentage of head of households provided rent assistance must at least equal the proportion to the population living in poverty in the county for each of the following groups:	

- People of Color (includes Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander, Hispanic/Latinx, Asian, Other/Multi-Racial)
- Black or African American
- American Indian and Alaska Native
- Hispanic/Latinx

Additional performance targets include:

- Ten percent of households served must be young adults age 18-25.
- Ten percent of financial assistance must be utility assistance.

Commerce is requiring grantees to subcontract with By and For Organizations to meet the equity requirements, is encouraging grantees to subcontract with Youth & Young Adult providers to meet the young adult requirement, and is requiring grantees to commit to coordination with their local Dispute Resolution Center.

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No
 Annual/Reoccurring expenditure? ☐ Yes ☒ No
 If new, specify funding source: U.S. Treasury Department
 Other budget impacts: N/A

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No
 Requires change in current operations/policy? ☐ Yes ☒ No
 Specify changes required: None.
 Known challenges/barriers: None.

ORDINANCE NO. C36068

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 Emergency Rental Assistance Grant 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 Emergency Rental Assistance Grant Fund, and the budget annexed thereto with reference to the Emergency Rental Assistance Grant Fund, the following changes be made:

- (1) Increase appropriation by \$9,261,862.
- (A) Of the increased appropriation, \$9,040,862 is provided solely for subrecipients awarded through an RFP process to deliver rent assistance funds to the community.
- (B) Of the increased appropriation, \$221,000 is provided solely for the City's administration of the rent assistance program.

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 prevent evictions by paying past due and future rent, and past due utilities while targeting limited resources to those with the greatest needs and distributing funds equitably, 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:**

6/28/2021

Date Rec'd

6/16/2021

Clerk's File #

RES 2021-0053

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

City Council

Contact Name/Phone

Giacobbe Byrd 625-6715

Contact E-Mail

gbyrd@spokanecity.org

Agenda Item Type

Resolutions

Agenda Item Name

0320 – Establishing a Strategic Plan for Housing and Homelessness

Agenda Wording

Recognizing that the City of Spokane needs to create a comprehensive strategy to address housing and homelessness in Spokane and outlining priority actions in the attached addendum that serve as a foundation for that work.

Summary (Background)

The Spokane City Council has and will continue to commit the resources necessary to solve the problems of housing affordability/availability and homelessness. The priority actions in the addendum of this resolution provide a comprehensive strategy for the City of Spokane to address these issues. See attached briefing paper for additional details.

Lease? No

Grant related? No

Public Works? No

Fiscal Impact**Budget Account**

Expense \$ Neutral

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head****Study Session\Other**

Study Session 6/17/2021

Division Director**Council Sponsor**

CM Kinnear

Finance**Distribution List****Legal**

gbyrd@spokanecity.org

For the Mayor**Additional Approvals****Purchasing****MANAGEMENT &
BUDGET**

Briefing Paper Study Session

Division & Department:	City Council
Subject:	Resolution Establishing a Strategic Plan for Housing and Homelessness
Date:	06/17/2021
Contact (email & phone):	Giacobbe Byrd (gbyrd@spokanecity.org)
City Council Sponsor:	Council Member Lori Kinnear
Executive Sponsor:	
Committee(s) Impacted:	Urban Experience and Public Safety
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input checked="" type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan; Housing Action Plan; Housing Needs Assessment; The 2019 Impediments to Fair Housing; and The 2020 – 2025 Five Year Strategic Plan to Prevent and End Homelessness.
Strategic Initiative:	Safe & Healthy and Urban Experience
Deadline:	06/28/2021
Outcome: (deliverables, delivery duties, milestones to meet)	This resolution establishes a comprehensive strategy to address housing and homelessness within the City of Spokane.
Background/History: The Spokane City Council has and will continue to commit the resources necessary to solve the problems of housing affordability/availability and homelessness. The priority actions in the addendum of this resolution provide a comprehensive strategy for the City of Spokane to address these issues.	
Executive Summary: <ul style="list-style-type: none"> • <i>Recommends that the City of Spokane produce an annual Spokane Housing Report; and</i> • <i>Recommends that the City of Spokane create a Housing Development and Unit Production projection; and</i> • <i>Recommends that the City of Spokane invite additional stakeholders into regional conversations / collaboration on homelessness; and</i> • <i>Recommends that the City of Spokane align the work of entities and governmental partners engaged in housing and homelessness deliverables; and</i> • <i>Recommends that the City of Spokane encourage data sharing among non-subsidized shelter providers through a community data project; and</i> • <i>Recommends that the City of Spokane support resource and referral information sharing; and</i> • <i>Recommends that the City of Spokane pilot an improved collaborative and coordinated approach to housing and homelessness issues through a “Smart Growth Initiative”; and</i> • <i>Recommends that the City of Spokane implement the “5th Avenue Initiative” and other center and corridor revitalization models; and</i> • <i>Recommends that the City of Spokane prioritize reviewing the 2019 Impediments to Fair Housing and implement recommended actions; and</i> • <i>Recommends that the Spokane City Council receive a quarterly update from the Spokane Regional Continuum of Care of the status of the 2020 – 2025 Five Year Strategic Plan to Prevent and End Homelessness; and</i> • <i>Recommends that the City of Spokane analyze what priority investments exist with the 1590 framework.</i> 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	

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

If new, specify funding source: Funding sources will vary for each priority action.

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: Changes listed in executive summary (above).

Known challenges/barriers: Implementation of priority actions.

RESOLUTION NO. 2021-0053

A resolution recognizing that the City of Spokane needs to create a comprehensive strategy to address housing and homelessness in Spokane and outlining priority actions in the attached addendum that serve as a foundation for that work.

WHEREAS, the City of Spokane is currently seeing an escalation in housing prices, lack of available affordable units for residents at or below the Area Median Income, and limited housing supply overall; and

WHEREAS, the City of Spokane recognizes healthy and affordable housing are social determinant of health; and

WHEREAS, in the most current Community Health Needs Assessments, regional hospital systems identified access to affordable housing as a priority health need; and

WHEREAS, people of color are overly represented in the homelessness population compared to their percentages in the overall Spokane population.

WHEREAS, there are insufficient vacant affordable rental units in multi-family housing communities, which limits housing choice for renters, including people with disabilities and people of color who are more often renters than homeowners.

WHEREAS, Spokane's Housing Action Plan, Housing Needs Assessment, and the data being shared by the development community, demonstrate that there is a need to accelerate housing production in Spokane; and

WHEREAS, there is not clear alignment among the City of Spokane, community stakeholders, and other organizations in terms of how each entities' work on housing and homelessness can best enhance the work of others toward the ultimate goal of guiding specific deliverables and measurable outcomes forward; and

WHEREAS, CHHS has limited data from providers, particularly the non-subsidized shelter providers, that are not required to provide data to the City; and

WHEREAS, NHHS, Development Services, and the Planning Department should coordinate a 'city-wide' approach to deliver comprehensive outcomes and to advance policies, strategies, and investments that support community shaped planning on land use, affordable housing, and infrastructure development; and

WHEREAS, by doing so, Spokane can promote wealth creation, economic prosperity, more resilient and healthier communities, and a stronger sense of belonging and connection among residents; and

WHEREAS, there are several opportunities to invest in improvements to neighborhood infrastructure that encourage and support housing development. Ongoing projects include the West Quadrant (Kendall yards), the University District, East Sprague, and North Monroe; and

WHEREAS, setting up “1590” aka Spokane Housing Opportunities Program (S.H.O.P) should be prioritized, as it is Spokane’s first, and only, local financial tool dedicated to housing investment opportunities; and

NOW, THEREFORE, BE IT RESOLVED BY THE SPOKANE CITY COUNCIL, that the City of Spokane should act on the priority initiatives listed in the attached addendum in order to set goals, amplify information sharing, and increase housing availability and accessibility for all citizens.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

ADDENDUM TO RESOLUTION NO. 2021-0053

The following priority actions are a foundation for a comprehensive strategy to address housing and homelessness in Spokane, as established in Resolution No. 2021-0054:

1. The City of Spokane should produce an annual Spokane Housing Report to provide stakeholders and policy makers an analysis of Spokane's housing market by neighborhood, housing type, and affordability using the latest data. The Spokane Housing Report should include a copy of the Housing Goal Monitoring Report required by the Comprehensive Plan policy H 2.5 and
2. Since housing production is often based on market assumptions associated with a 'cost per unit' model, which allows for a projection of reasonable targets for unit production, the City of Spokane should create a Housing Development and Unit Production projection, based on the cost per unit model, to establish a goal that would meet the City's housing needs and increase overall production; and
3. The City of Spokane should continue to encourage regional leadership on homelessness and should meet at a regional level with organizations working to end homelessness to share information. Local (SRHD), state (DOC, DSHS, ESD, DCYF, Commerce) and federal government (HUD, VA) partners should be a part of these regional planning conversations; and
4. The City of Spokane should work to align the entities and governmental partners engaged in similar housing and homelessness deliverables within the City in an effort to utilize current capacity, leverage funding, serve the unhoused population, maximize housing resources, and share best practices; and
5. The City of Spokane should encourage data sharing among non-subsidized shelter providers through a community data project. This would provide connected information and real time, or close to real time, data; and
6. The City of Spokane should support resource and referral information sharing of housing resources and housing opportunities available for income restricted families and individuals, and ensure the information provided is correct and kept up to date; and
7. The City of Spokane should pilot an improved collaborative and coordinated approach to housing and homelessness issues through a "Smart Growth Initiative":
 - As part of this "Smart Growth Initiative," NHHS should convene City departments – including the Planning Department, Code Enforcement, and

Parks & Recreation – to align City investments and plans in order to increase the impact the City can make in the pursuit of shared community goals and outcomes.

- This interdepartmental and community collaboration should focus on increasing access to housing that families and individuals can afford and mitigating displacement, expanding safety, and increasing access to amenities and services, as well as other community elements that support health, safety, and prosperity.
 - Ultimately, the specific priorities and approach established through this initiative should be shaped and influenced by the local community, recognizing that the community has and will continue to change.
 - This initiative should establish short term (1-2 year), medium term (3-6) and long-term (7-10 year) goals that the City can accomplish in targeted locations, and that would guide Citywide actions and investments for the next ten years; and
8. The City of Spokane should implement the “5th Avenue Initiative,” as well as other center and corridor revitalization models, as a way to re-imagine currently underserved areas; and
 9. The City of Spokane should prioritize reviewing the 2019 Impediments to Fair Housing and implementing recommended actions; and
 10. The City of Spokane City Council should receive a quarterly update from the Spokane Regional Continuum of Care on status of the 2020 – 2025 Five Year Strategic Plan to Prevent and End Homelessness. The quarterly update should include at the minimum:
 - Update on the five strategic objectives. Recommendations for any City of Spokane policy changes or funding needed to help meet the identified objectives.
 - Update on implementation of strategies outlined in plan. What strategies have worked and what strategies should be reexamined.
 - Dashboard of the measurements of success/performance; and
 11. The City of Spokane should analyze what priority investments exist within the 1590 framework. Priority investments, in alignment with current needs should include:

- Focus 25% of all available funding to multifamily housing to increase housing production for income restricted families.
- Focus 25% of all available funding toward incentivizing/subsidizing construction of workforce single family housing.
- Focus 25% of available dollars toward funding capitol construction, maintenance, and repairs of facilities for Spokane's homeless population.
- Focus 25% of the yearly funding on service dollars related to mental health, wrap around services for the homeless, and programs aimed at mitigating impact reduction in public and shared spaces.

Prioritization in this way would allow for 75% of all revenue collected to focus on building and supporting permanent housing solutions for families (housed & unhoused) within the City of Spokane.



Agenda Sheet for City Council Meeting of:
6/28/2021

Date Rec'd	6/16/2021
Clerk's File #	RES 2021-0054
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	City Council
Contact Name/Phone	Nathan Gwinn 625-6893
Contact E-Mail	ngwinn@spokanecity.org
Agenda Item Type	Resolutions
Agenda Item Name	0320 – Requesting Revisions to the Draft Downtown Plan

Agenda Wording

A Resolution requesting revisions to the current draft Downtown Plan for filing and consideration on Council's Legislative Agenda.

Summary (Background)

Council Members discussed several revisions for incorporation into the Draft Downtown Plan as amendments for Council consideration when the Council makes a final decision whether to adopt the Plan after an upcoming hearing, to be scheduled separately for consideration as an ordinance.

Lease? No Grant related? No Public Works? Yes

Fiscal Impact

Budget Account

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

Approvals

Council Notifications

Dept Head		Study Session\Other	Study Session 6/3/2021
Division Director		Council Sponsor	CM Kinnear, CP Beggs
Finance		Distribution List	
Legal		kdavis@spokanecity.org	
For the Mayor		ngwinn@spokanecity.org	

Additional Approvals

Purchasing		
MANAGEMENT & BUDGET		

RESOLUTION NO. 2021-0054

A Resolution requesting revisions to the current draft Downtown Plan for filing and consideration on Council's Legislative Agenda.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council incorporates the following items, shown in the attachment to this resolution, into the Draft Downtown Plan as amendments for Council consideration when the Council makes a final decision whether to adopt the Plan under Ordinance No. _____:

1. Downtown will have adequate public safety staffing stationed in the Downtown Precinct and adequate public sanitary infrastructure.
2. Downtown and the entire City should have adequate provisions of services for those experiencing homelessness so that they have day and night sheltering space out of the weather and services that will empower them to move into permanent housing.
3. Add documentation in the appendix to reflect the intent for the Downtown BID to serve the entire Downtown boundaries.
4. Specify at ACH 1.4 that proposed "Cultural Trail" will primarily follow Riverside Avenue.
5. Amend LWP 3.4 to "Pursue redevelopment of existing surface parking lots within existing height limits along Spokane Falls Blvd. until such time as the majority of Spokane residents approve a higher height limit."
6. Adjust existing language on multifamily incentives to focus on missing middle housing in LWP 1.4 to "Explore ideas to strengthen incentives for attainable multifamily development and rehabilitation of historic structures Downtown."
7. Add language in the "Well-Organized Downtown" section to upgrade parking payment infrastructure to best available at the time of purchase.
8. Amend existing WO2 language to reflect that net meter revenues can be used for public safety and any purpose consistent with this plan and SMC 07.08.130.
9. Add language to LWP 5.3 to incorporate the goal of supporting buildings meeting requirements of Washington Clean Building Act, including utilization of C-PACER programs.
10. Designate Rookery Block as an opportunity site without emphasizing a public partnership to that component since it is privately held and there is no current indication by the City that it seeks such a partnership.
11. Expressly call out that the two-lane Main Street from Washington to Pine is already well underway towards implementation and is an approved component of this updated plan as adjusted for the City Line (and include latest version in appendix).

Passed by the City Council this ____ day of _____, 2021.

City Clerk

Approved as to form:

Assistant City Attorney

ATTACHMENT to Resolution No. 2021-0054

This attachment is to Resolution No. 2021-0054 requesting revisions to the current draft Downtown Plan for filing and consideration on Council's Legislative Agenda. This attachment shows the tracked changes of the separate potential amendments to the text of the proposed Spokane Downtown Plan recommended for approval by the City Plan Commission on May 12, 2021. See the Plan Commission's recommendations and April 2021 version of the Draft Downtown Plan under Related Documents on the City's website:

<https://my.spokanecity.org/projects/downtown-plan-update/>

Attachment Contents Listed by Proposed Amendment in Resolution

1. Public Safety	2
2. Homeless Services	3
3. Business Improvement District (BID) Service Area.....	4
4. Cultural Trail	6
5. Downtown Core-100 (DTC-100) Existing Surface Parking Lots along W Spokane Falls Blvd.....	8
6. Attainable Multifamily Housing.....	10
7. Parking Technology.....	12
8. Net meter revenue purpose.....	14
9. Washington Clean Buildings Act.....	16
10. Rookery Block	18
11. Main Avenue Visioning Study.....	20

1. PUBLIC SAFETY

Section: Action PS1.3 (new)

Draft Plan pages: 87 and 113

[Plan Commission's recommended text, dated May 12, 2021:](#)

Add the following Action under Strategy PS1:

PS1.3 ACTION: Continue the presence of a fully staffed, centralized downtown precinct.

The City should continue to encourage officer visibility and outreach downtown to further the implementation of community-oriented policing. Implementing neighborhood and community-oriented policing is a value established in Chapter 10 of the City of Spokane's Comprehensive Plan. Continuing to maintain an accessible downtown precinct is key to successful implementation of this Comprehensive Plan value.

[Potential City Council proposed changes to Plan Commission text:](#)

Add the following Action under Strategy PS1:

PS1.3 ACTION: Continue the presence of a fully staffed, centralized downtown precinct.

The City should continue to encourage officer visibility and outreach downtown to further the implementation of community-oriented policing. Implementing neighborhood and community-oriented policing is a value established in Chapter 10 of the City of Spokane's Comprehensive Plan. Continuing to maintain an accessible downtown precinct is key to successful implementation of this Comprehensive Plan value. **Downtown should have adequate public safety staffing stationed in the Downtown Precinct and adequate public sanitary infrastructure.**

2. HOMELESS SERVICES

Section: Action W01.5 (new)

Draft Plan pages: 96 and 114

Plan Commission's recommended text, dated May 12, 2021:

Add the following Action under Strategy W01:

W01.5 ACTION: Monitor housing and shelter for low-income residents and residents experiencing homelessness.

Encouraging housing for the low-income and homeless throughout the entire city is a value established in Chapter 6 of the City of Spokane's Comprehensive Plan. To implement this value downtown, the City and the DSP should coordinate with public and private agencies and other appropriate entities to evaluate existing needs, facilities, and programs relative to health and human services downtown.

Potential City Council proposed changes to Plan Commission text:

Add the following Action under Strategy W01:

W01.5 ACTION: Monitor housing and shelter for low-income residents and residents experiencing homelessness.

Encouraging housing for the low-income and homeless throughout the entire city is a value established in Chapter 6 of the City of Spokane's Comprehensive Plan. To implement this value downtown, the City and the DSP should coordinate with public and private agencies and other appropriate entities to evaluate existing needs, facilities, and programs relative to health and human services downtown. Downtown should have adequate provisions of services for those experiencing homelessness so that they have day and night sheltering space out of the weather and services that will empower them to move into permanent housing.

3. BUSINESS IMPROVEMENT DISTRICT (BID) SERVICE AREA

Section: WO3.1

Draft Plan page: 98

Description: The potential text would encourage the extension of Business Improvement District (BID) services throughout the Downtown Planning Area.

See potential text addition proposed to the draft plan in underlined text on the following page.

W03 **STRATEGY:** Develop new promotions and marketing campaign to attract downtown businesses

The Spokane region has a strong marketing campaign for tourism that includes Downtown but is focused more broadly. Downtown would benefit from a new marketing and promotions plan to attract businesses and employers to Downtown by highlighting the many amenities, easy access, parking options, proximity to Riverfront Park, and plans for Downtown.

WO3.1 **ACTION:** Develop a Downtown specific promotions and marketing campaign led by DSP, in partnership with other organizations that have a presence Downtown.

The DSP should lead a collaborative effort to promote Downtown to businesses and major employers both in the region and around the country by highlighting the many assets and opportunities in Downtown. Downtown Spokane enjoys relative affordability, amazing access to the outdoors, a strong sports, arts, and culture scene, historic architecture, and many great surrounding neighborhoods. This should include cooperative marketing with Greater Spokane Incorporated (GSI), the City, Visit Spokane, the Downtown Spokane Partnership (DSP) and Business Improvement District (BID), Health Sciences Campus, and Univ. District that connects with regional branding efforts. **The services of the Downtown BID should be extended throughout the Downtown Planning Area boundaries.**



The VisitOKC site for Oklahoma City, OK is more focused on the City and Downtown than the surrounding region.

Calgary, AB has an active campaign to attract employers and talent to the City.



4. CULTURAL TRAIL

Section: ACH1.4

Draft Plan page: 65

Description: The potential text would relate to the map, which shows the alignment along W Riverside Ave through Downtown.

See potential text addition proposed to the draft plan in underlined text on following page.

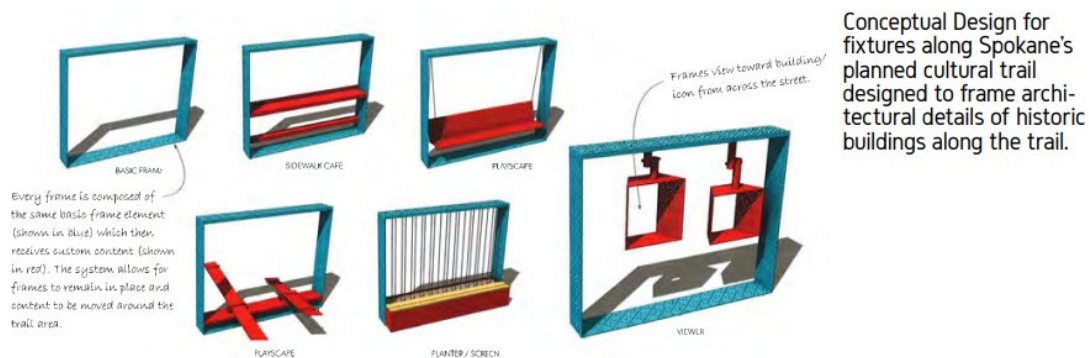
ACH1.4

ACTION: Pursue the idea of a cultural trail that links signature sites and activates streets with the intent of drawing visitors and investment.

Downtown Spokane's historic architecture and cultural uses make for distinctive corridors and a cultural trail can define one of the strongest corridors through Downtown. A cultural trail connecting and directing people to historical sites and destinations Downtown, **primarily aligned along W Riverside Ave through Downtown**, can help tell local stories and highlight Downtown Spokane's historical and cultural gems. This pedestrian-focused connection can act as a draw for tourists, bringing foot traffic to destinations throughout Downtown and connecting surrounding neighborhoods in all directions. The vision for the cultural trail includes streetscape elements and artistic interventions that can help draw people along the length of the trail and create an interactive learning experience. A successful cultural trail can help demonstrate the power of public-private partnerships to help catalyze investment for public benefit and economic development Downtown.



Map of existing plans for a cultural trail through Downtown Spokane connecting to Browne's Addition



5. DOWNTOWN CORE-100 (DTC-100) EXISTING SURFACE PARKING LOTS ALONG W SPOKANE FALLS BLVD

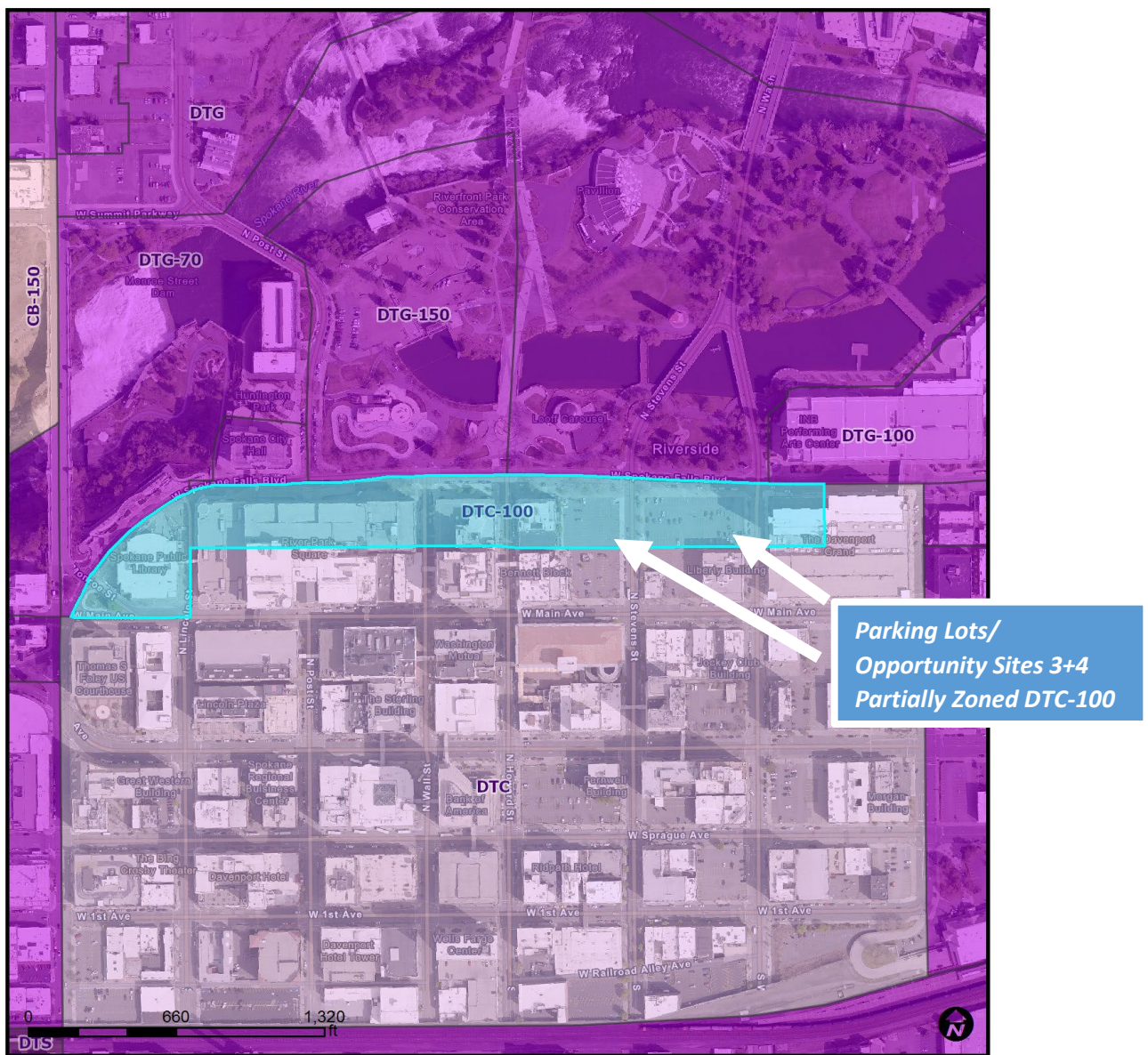
Section: LWP3.4

Draft Plan page: 80 (change also repeats on pages 106, 112)

Description: The potential text would encourage redevelopment of existing surface parking lots within existing height limits along Spokane Falls Blvd. until such time as the majority of Spokane residents approve a higher height limit.

Reference Map of the location of the DTC-100 Zone along Spokane Falls Blvd:

Zoning Map, DTC-100 Zone Selected in Blue



See potential text addition proposed to the draft plan in underlined text on following pages.

LWP3.4 ACTION: Pursue redevelopment of the existing surface parking lots **within the existing height limits** in the DTC-100 Zone along Spokane Falls Boulevard.

The surface parking lots along Spokane Falls Boulevard in the core of Downtown, identified as opportunity sites in the 2008 plan, are maintained as opportunity sites in this plan update. The properties are subject to a height restriction beginning at 100-feet along the north property line, increasing in height farther south, unlike other properties in the adjacent Downtown Core Zone. These height limits are in place to minimize shadows and other potential impacts on Riverfront Park. There is also a perception that the height restriction on these parcels has adversely impacted the economic feasibility of redevelopment, but a detailed real estate analysis has not been conducted.

The City and DSP have conducted multiple shadow and massing studies as part of a lengthy process to reconsider the height restrictions. In 2018, at the completion of the public process the City Plan Commission unanimously recommended the City Council increase building height limits in the DTC-100 Zone along with additional requirements for building massing to minimize shadows on the park, active ground floor uses, and high-quality materials. However, the recommended code amendments have not been adopted. The City should explore performance-based design solutions that enhance the public realm, as alternatives specific to each parcel, if the 2018 recommendations are reconsidered.

The City and DSP should include these opportunity sites in the detailed economic analysis to assess market demand for residential and non-residential uses, and should be partners in a site-specific residual land value and pro-forma analysis of these properties. These real estate and financial analyses should capture public benefits and value of public spaces and other public amenities that could be integrated into a project on these sites. This offers a clear pathway for the community and decision-makers understand the tradeoffs between allowing additional height and potential impacts of shading.

As these are prime opportunity sites, the City, DSP, and partners should determine how best to facilitate redevelopment that contributes to a more active and vibrant Downtown.



A redevelopment concept in the DTC-100 zone that exceeds the current 100' height limit but with limits on the size of the towers to minimize shading in Riverfront Park.

Note:
Remove
this image
and
caption,
shown
here at
left, from
the final
draft.

6. ATTAINABLE MULTIFAMILY HOUSING

Section: LWP1.4

Draft Plan page: 76 (change also repeats on p. 111)

Description: The potential text would adjust existing language on multifamily incentives to focus on missing middle housing in LWP 1.4 to “Explore ideas to strengthen incentives for attainable multifamily development and rehabilitation of historic structures Downtown.”

See potential text addition proposed to the draft plan in underlined text on following page.

LWP1.4 ACTION: Explore ideas to strengthen incentives for **attainable** multi-family development and rehabilitation of historic structures Downtown.

The City of Spokane offers tax-based incentives that have been critical to investment Downtown, including the Multi-Family Tax Exemption (MFTE) and Special Tax Valuation for historic properties. The MFTE Program helps make multifamily residential development Downtown feasible, and the Special Tax Valuation helps defray the costs of rehabilitating structures on Spokane's local historic register. Maintaining both incentive programs is important to the long-term success of Downtown, and the City should explore ways to complement them with zoning and permitting incentives or other programs, like design review that could support multi-family development, affordable housing, and restoration of historic buildings and sites Downtown.

Downtown Spokane can support multifamily development, but the MFTE Program has proven an important component of how these projects are structured financially, and the most effective incentive for higher intensity residential development the City offers. If the City pursues changes to the MFTE as part of an affordable housing strategy, these changes should be subject to thorough economic and real estate analysis to ensure that they do not stall multi-family development Downtown.



The historic St Charles Hospital in Aurora IL was restored and converted to senior apartments using a variety of incentives



Development in Kendall Yards that utilized the City's MFTE incentive to effectuate redevelopment.

Section: WO2.3

Draft Plan page: 97

Description: The potential text would add language in the “Well-Organized Downtown” section to allow upgrades to paid parking meters, such as kiosks and enhanced pay by phone infrastructure.

See potential text addition proposed to the draft plan in underlined text, and a correction to delete ~~struck through~~ text, on the following page.

WO2.2 ACTION: Work with the property owners to proactively address the future of the Parkade building and site.

The Parkade is an icon in Downtown and provides a significant amount of off-street structured parking with over 900 parking stalls that serve Downtown employees, customer, and visitors. The structure, at over 50 years old, is eligible for historic designation locally and through the National Register of Historic Places. The structure is in nearing the end of its functional life and without major renovations and structural improvements it will not be functional. The owners, the City, the DSP, and other partners should pursue the renovation of the Parkade as a cultural and architectural icon. Options for preservation may include preserving the existing parking, adaptive reuse or potentially redevelopment that would likely include a parking component.

WO2.3 ACTION: Develop and maintain parking revenue scenarios for on-street parking to effectively implement parking demand management and new upgrades to the latest technologies in the Paid Parking Zone.

The Downtown Parking Study recommended strategies to adjust rates for on-street parking to improve ~~ment~~ management, diversify parking revenue, invest in new technology, and enhance net meter revenue to support parking, public space, and mobility improvements in Downtown. Rates should be adjusted based on managing demand and aligning with off-street rates while allowing for investments in the parking system to improve the user experience in Downtown.

WO2.4 ACTION: Leverage City investments in parking technology to facilitate a dynamic and flexible off-street shared parking program.

The City of Spokane does not currently have a major role in owning or managing public off-street parking in Downtown. The majority of off-street parking is privately owned and maintained resulting in a fragmented system and poor user experience at some facilities. The City is planning technology improvements for the on-street system that should be accessible to off-street parking facility owners and operators to create a unified shared parking program. The City and DSP should also consider development of a shared parking brand for Downtown that can be used for communications, marketing, and wayfinding to improve awareness and access to off-street parking.

8. NET METER REVENUE PURPOSE

Section: WO2

Draft Plan page: 96

Description: The text would change existing WO2 language to reflect that net meter revenues can be used for other purposes, such as public safety and any purpose consistent with this plan and SMC 07.08.130.

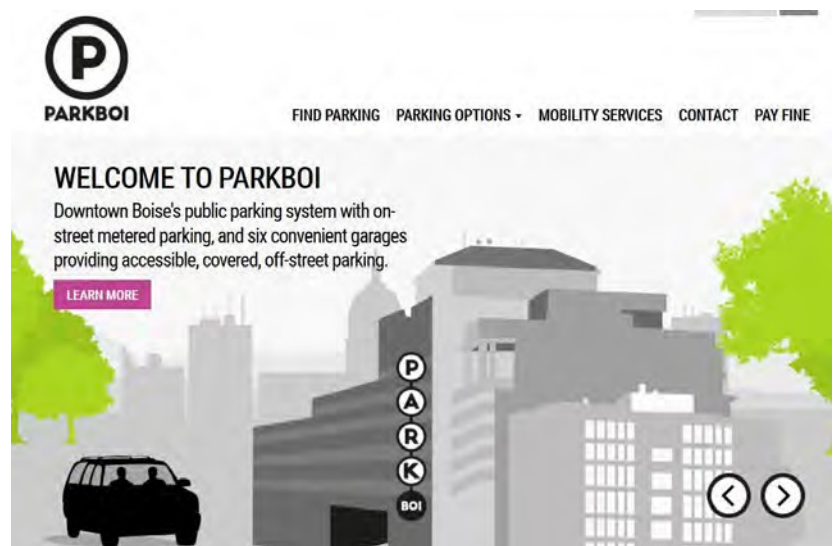
See potential text addition proposed to the draft plan in underlined text on the following page.

W02 **STRATEGY:** Leverage parking management to improve Downtown and enhance the Paid Parking Zone

The City has a Paid Parking Zone for Downtown where all net on-street parking revenue is allocated for investments in Downtown such as streetscape or parking improvements. This strategy would enhance the program through implementing strategies in the Downtown Parking Plan, using additional funds when available to continue streetscape improvements and implement other components of the Downtown Plan, such as infrastructure that supports public safety.

W02.1 **ACTION:** Use the existing Downtown Spokane Community Investment Group (DCIG) Community Development Corporation, or a Public Development Authority to develop structured parking and manage existing facilities.

Off-street parking is mostly privately owned and managed. The result is a fragmented and inefficient system with a user experience that is often poor. With portions of the Downtown dominated by surface parking lots, the walk to destinations can be uncomfortable and result in a higher demand for well-managed parking where users feel safe and secure. The goal of the PDA or DCIG would be to reduce surface parking Downtown, create new structured parking that is well-managed, safe, adaptable to future reuse, and secure, and actively manage off-street parking under a shared parking system, including parking wayfinding and user-oriented tools that help people find available parking. Structured parking should minimize the impact of parking on the pedestrian realm with ground-floor uses, design of vehicular access, adaptive strategies, and facade treatments that make for a more engaging, pedestrian-oriented structure while preserving the capacity to convert such a facility to a higher and better use for the Downtown in the future.



The ParkBOI program operated by Boise's CCDC, has expanded the availability of parking in garages Downtown, and with effective management and communications makes parking Downtown easier to find.

Section: LWP5.3

Draft Plan page: 84

Description: The text would add language to LWP 5.3 to incorporate the goal of supporting buildings meeting requirements of Washington Clean Buildings Act.

See potential text addition proposed to the draft plan in underlined text on the following page.

LWP5.3 ACTION: Mitigate the urban heat island effect Downtown in order to reduce vulnerability to extreme heat events.

Urban centers are particularly vulnerable to extreme heat events because they are already warmer than surrounding non-urbanized areas. The City can take steps to make Downtown and Spokane as a whole more resilient to heat and adapt existing buildings to more extreme heat by integrating cool pavement with higher solar reflectance or coatings that reduce heat absorption into long term planning and capital projects. The City should work to create a more complete tree canopy Downtown, filling gaps in the network of street trees to shade paved areas from the sun.

For private development the City should explore requirements and incentives for cool roof design materials with lower solar absorption and incentives for Eco roofs or vegetated roofs, in addition to energy performance provisions of the Washington Clean Buildings Act. Surface parking areas contribute disproportionately to warming in urban environments, and the City should evaluate its current parking standards for opportunities to incorporate cool paving materials and additional landscaping and shade trees with surface parking in and around Downtown.

LWP5.4 ACTION: Support a healthy local food system, with readily available fresh food and locally produced food.

The City and DSP should continue to support efforts to locate new grocers Downtown and develop ground-floor spaces for grocery stores that provide access to locally produced food. The City should consider working with market organizers and vendors to find a more central Downtown location for the Spokane farmer's market to expand access to locally produced foods.

Section: PS2.6

Draft Plan page: 92 (change also repeated on pages 101 and 114)

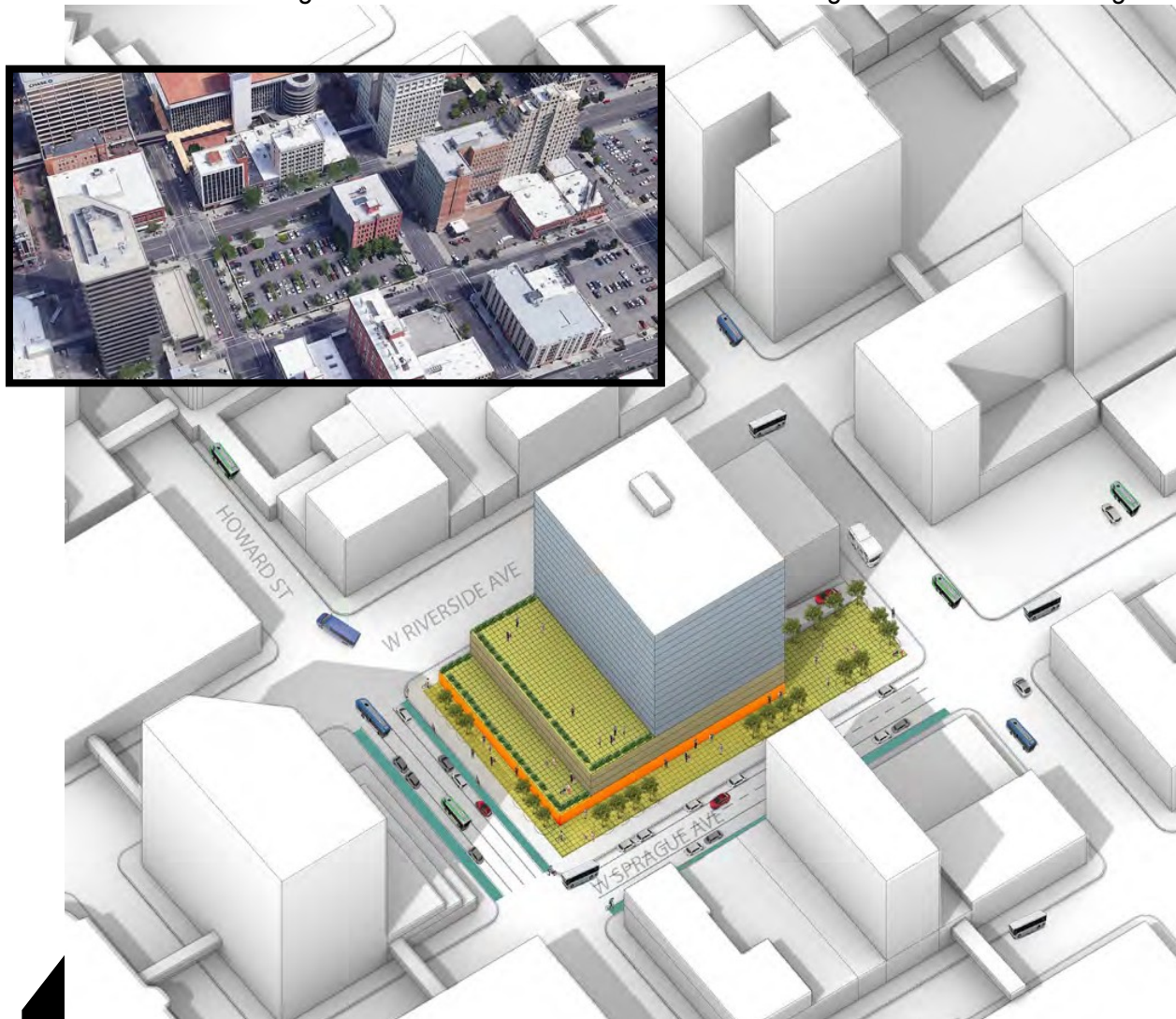
Description: The potential text would designate the Rookery Block as an opportunity site without emphasizing a public partnership to that component since it is privately held and there is no current indication by the City that it seeks such a partnership.

See potential text addition proposed to the draft plan in underlined text, and delete ~~struck through~~ text, on the following page.

PS2.6

ACTION: ~~Pursue a public/private partnership to develop~~ Support development of public spaces on sites such as the Rookery Block, shown below, ~~with public spaces~~ in conjunction with new development.

The Rookery Block is ideally located for a major public space incorporating both indoor and outdoor space. The graphic illustrates a concept that includes a high-ceiling public market space at grade, parking levels above, accessed off Stevens Street, and a tower for residential and/or office. An alternative access on Riverside would provide ingress/egress from a two-way arterial and preserve windows, exits, and ground-level activation on the Fernwell Building's south facade. Plaza space is shown along Howard and Sprague in conjunction with the highly active street level, ideally with operable doors opening to the public market in good weather. Plaza space on the south east corner retains a view of the historic Fernwell Building on the northeast corner and avoids blocking windows of the building.

**FIGURE**

Visualization of potential development on the Rookery Block with public spaces integrated into the site and structure, and active

11. MAIN AVENUE VISIONING STUDY

Section: CW1

Draft Plan page: 39

Description: The potential text would expressly call out that the two-lane Main Avenue from Washington St to Pine St is already well underway towards implementation and is an approved component of this updated plan as adjusted for the City Line (and include latest version in appendix).

See potential text addition proposed to the draft plan in underlined text on the following page.

SPOKANE FALLS BOULEVARD is distinct as the edge of Riverfront Park. The south side of Spokane Falls Boulevard can benefit from adjacency to the park and provide compatible uses, such as restaurants and cafes. It is also important for through traffic, with the highest volumes of the east-west retail corridors.

MAIN AVENUE, between Lincoln and Howard and immediately west of Division, has the strongest retail character. Main also has areas with excellent pedestrian-scale streetscape that can serve as a model.

In 2017, the City Council approved the Main Avenue Visioning Study from Washington Street to Pine Street. The Visioning Study, included in Appendix B, is an approved component of this updated plan as adjusted for the City Line.

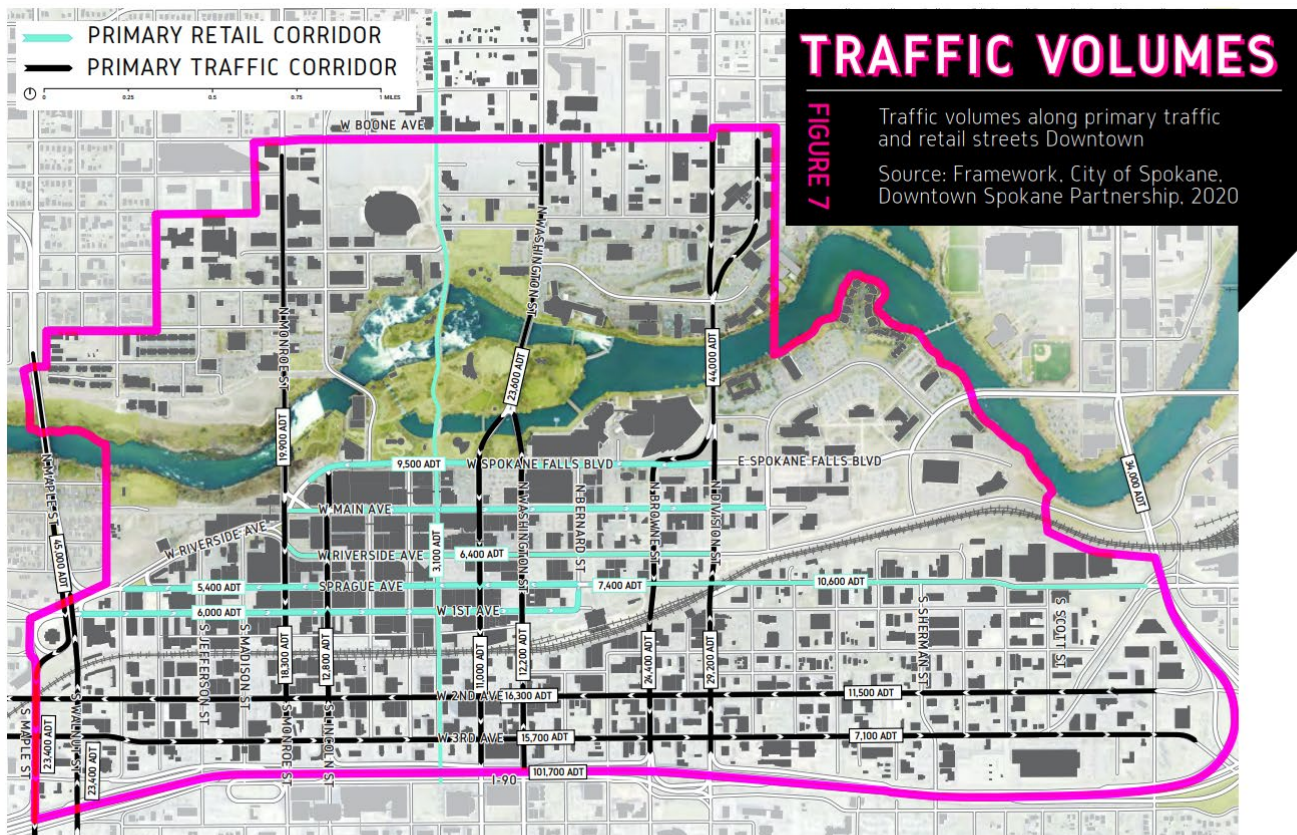
RIVERSIDE AVENUE / MLK JR WAY has the only two-way configuration of the east-west streets, and it has good connectivity to the east and the west. It is central to the five major east-west retail corridors of Downtown. All of these characteristics make it ideal for multi-modal and transit use.

SPRAGUE AVENUE has lower traffic volumes along with a high concentration of historic buildings and cultural uses, including the Davenport, the Knitting Factory and the Fox. Sprague has the potential to highlight some of Downtown Spokane's unique architecture and cultural venues.

FIRST AVENUE is farther from the river and one block from the elevated rail tracks, retaining some of the working feel of old Spokane. Along with Railroad Alley, it benefits from a mix of uses and a less refined aesthetic.

HOWARD STREET has been identified in previous plans and used as a key pedestrian street because of its connection through Riverfront Park. This plan also recognizes Howard as an important pedestrian and bicycle route and retail street through the Downtown Core.

STEVENS STREET is a one-way connector southbound from the North Bank through Downtown to neighborhoods to the south. There is an opportunity to add on-street parking and bike facilities in the Downtown core.



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

06/21/2021

Date Rec'd

6/9/2021

Clerk's File #

ORD C36065

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

CITY COUNCIL

Contact Name/PhoneSHAUNA 828-0185
HARSHMAN**Project #****Contact E-Mail**

SHARSHMAN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Final Reading Ordinance

Requisition #**Agenda Item Name**

0320 - RELATED TO THE FUNCTIONS OF THE TBD AND CTAB

Agenda Wording

Modifying the functions and transportation improvements of the Transportation Benefit District and codifying the Citizens Transportation Advisory Board.

Summary (Background)

Summary: • Formalizes the CTAB in SMC to remedy conflicting resolutions governing CTAB membership. • Expands the number of CTAB members to provide a greater diversity of perspectives on the board. • Clarifies term limits for board members. • Shifts from time period to system outcome to determine when the TBD has accomplished its objective of residential street maintenance - the TBD would be dissolved when the City can sustain an average pavement index rating of 80, with no street lower than 25.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

Study Session\Other

5/24/21 PIES

Division Director**Council Sponsor**

CP Beggs

Finance

HUGHES, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

Briefing Paper

PIES Committee

Division & Department:	City Council
Subject:	Ordinance modifying the functions and transportation improvements of the Transportation Benefit District
Date:	May 7, 2021
Author (email & phone):	Shauna Harshman (sharshman@spokanecity.org) 828-0185
City Council Sponsor:	CP Beggs
Executive Sponsor:	
Committee(s) Impacted:	PIES
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)	The Transportation Benefit District (TBD), created by Ordinance C34648, codified in Chapter 8.16 of the Spokane Municipal Code.
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee.
Outcome: (deliverables, delivery duties, milestones to meet)	Citizens Transportation Advisory Board will be formalized in SMC. The modifications to the functions and transportation improvements will eliminate the need for continual update of the Spokane Municipal Code as each six-year plan is updated.
Background/History: <p>The Transportation Benefit District (TBD), created in 2010, established a \$20 annual vehicle fee to help pay for the preservation and maintenance of the City's existing transportation improvements, facilities, and programs set forth in the Six-Year Pavement Maintenance Program of the City's Comprehensive Street Program. Spokane's TBD also allocates a small portion of revenue generated, a minimum of ten percent, to implement the pedestrian program of the City's comprehensive Street Program, the Pedestrian Master Plan.</p> <p>The Citizen's Transportation Advisory Board (CTAB) was created in 2010 by Ordinance C-34648 to review and make recommendations for projects under consideration for TBD funding. The CTAB has not been formalized in SMC, but has been governed by conflicting resolutions, which has caused confusion for CTAB members and Council Staff. This ordinance would create a new section of the SMC related to CTAB and help clarify membership, terms and duties and functions of the board.</p>	
Executive Summary: <ul style="list-style-type: none"> Formalizing the CTAB in SMC will remedy conflicting resolutions governing CTAB membership. In addition, expanding the number of CTAB members will provide a greater diversity of perspectives on the board. Term limits for board members ensures a greater number of community voices are heard. Modifications to the transportation improvements to align SMC with updates to the Revised Code of Washington 36.73. Removing plan dates from the SMC is not only best practice but eliminates the need for annual updates to the SMC. Recommending a shift from time period to system outcome to determine when the TBD has accomplished its objective of residential street maintenance. Rather than referencing a specific six-year time horizon, the TBD would be dissolved when the City obtains and can 	

sustain an average system wide pavement index rating of 80, with no street receiving a rating of less than 25, within the City's residential street system.

- *Also included in the packet are the resolution setting a hearing and hearing notice.*

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source: There is no expense associated with the ordinance

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: This ordinance will not require changes to current operations or policies.

Known challenges/barriers: None identified.

ORDINANCE NO. C36065

An ordinance modifying the functions and transportation improvements of the Transportation Benefit District and codifying the Citizens Transportation Advisory Board; adopting a new chapter 04.37; and amending sections 08.16.010, 08.16.040, 08.16.060 and 08.16.070 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 08.16.010 of the Spokane Municipal Code is amended to read as follows:

Section 08.16.010 Purpose

The purpose of this chapter is to establish a transportation benefit district pursuant to and consistent with RCW 35.21.225 and chapter 36.73 RCW, as the city council finds it is in the public interest to provide adequate levels of funding for the purposes of implementing and funding the transportation programs and improvements set forth in this chapter. The transportation programs and improvements shall include ongoing transportation improvements of the City as set forth in the most recently adopted versions of the following City of Spokane transportation plans: ((six-year pavement maintenance program of)) the((2018-2023)) Six-Year Comprehensive Street Program, the Six-Year Pavement Maintenance Program, the Bicycle Master Plan, and the Pedestrian Master Plan; including the allocation of a minimum of ten percent of revenue generated pursuant to [chapter 08.16 SMC](#) to implement the pedestrian program of the City's ((2018-2023)) six-year comprehensive street program. The transportation programs and improvements set forth in this chapter shall continue ((for a six-year period (2018 through 2023)) as reflected in the annual adoption by the City Council of the City's six-year comprehensive street program, and six-year pavement maintenance program until such time as the City obtains an average system wide pavement condition index rating of 80, with no street rating below 25, within the City's residential street system.

~~((The transportation programs and improvements established in the 2012-2017 six-year comprehensive street program as set forth in ordinances nos. C-34648, C-34783 and C-34690 and approved for implementation by the TBD Governing Board during 2017 shall continue to be implemented through December 31, 2017)).~~

Section 2. That section 08.16.040 of the Spokane Municipal Code is amended to read as follows:

Section 08.16.040 Transportation Benefit District Governance

- A. Pursuant to Chapter 36.74 RCW, the City of Spokane assumes the rights, powers, functions and obligations of the City of Spokane Transportation Benefit District (TBD). The City shall have the authority to exercise the statutory powers set forth in chapter 36.73 RCW. The City Council shall assume the rights, powers, functions and obligations of the TBD previously held by the TBD Governing Board.
- B. The City Council adopts by reference the following resolutions established by the TBD Governing Board
 1. TBD-RES ((2011-02)) 2011-0002 (adopted March 21, 2011) ((regarding)) adopting a material change policy pursuant to RCW 36.73.020(3) to address major plan changes that affect project delivery or the ability to finance the plan; and
 2. ((TBD-RES 2013-0001 regarding the establishment of the Citizens Transportation Advisory Board; and))
 3. TBD-RES 2011-0001 (adopted Feb. 14, 2011) ((regarding the establishment of)) establishing a twenty-dollar annual vehicle fee pursuant to RCW 36.73.065 and RCW 82.80.140.
- C. Consistent with RCW 36.73.020(4), the city treasurer shall be the *ex officio* treasurer of the TBD.

Section 3. That section 08.16.060 of the Spokane Municipal Code is amended to read as follows:

Section 08.16.060 Transportation Improvements Funded

- A. The funds generated by the TBD may be used for any purpose allowed by law including to operate the TBD and to make transportation improvements that are consistent with existing state, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels pursuant to chapter 36.73 RCW. The funds shall be used ((specifically)) for improvements to ((for the)) operation, preservation, and maintenance of the City's ((existing transportation improvements,)) facilities, functions, activities, and programs set forth in the most recently adopted versions of the following City of Spokane transportation plans: Six-Year Comprehensive Street Program, Six-Year Pavement Maintenance Program ((element of the City's 2018-2023)) ((a copy of which is attached and)), Bicycle Master Plan, and the Pedestrian Master Plan; including ((to include)) the allocation of at least ten percent of revenue generated pursuant to chapter 08.16 SMC to implement the pedestrian program of the City's ((2018-2023)) six-year comprehensive street program.
- B. The transportation improvements funded by the TBD shall be made ((in)) with consideration of the most recent guidance for selecting transportation improvements in RCW 36.73.020, including an effort to reduce risk of transportation facility failure and improve safety, ((decrease)) improve travel time, improve air quality, increase daily and peak period trip capacity, improve modal connectivity, improve freight mobility, improve accessibility for, or other benefits to, persons with special transportation needs as defined in RCW 47.06B.012, and

preserve and maintain optimal performance of the infrastructure over time to avoid expensive infrastructure replacement in the future.

- C. The transportation improvements funded by the district shall be made on an annual basis ~~((not to exceed the six year time period of the 2018-2023 six year comprehensive street program. Transportation improvement projects shall be completed on an annual basis))~~ as funding is made available.
- D. The district shall not be obligated to continue the operation and existence of the district ~~((for the full six years))~~ if the City Council elects to dissolve the district pursuant to chapter 36.73 RCW.
- E. The TBD projects may be amended in accordance with the material change policy described in 1 and in accordance with the notice, hearing and other procedures described in chapter 36.73 RCW, including RCW 36.73.050(2)(b), as the same may be amended from time to time.

Section 4. That section 08.16.070 of the Spokane Municipal Code is amended to read as follows:

Section 08.16.070 Dissolution of District

- A. The TBD shall be dissolved when ~~((all transportation improvements associated with the operation, preservation, and maintenance of the City's existing transportation improvements, facilities, functions, activities, and programs set forth in the six year pavement maintenance program and the pedestrian program of the City's 2018-2023 Six-Year Comprehensive Street Program have been completed;))~~ the City obtains an average system wide pavement condition index rating of 80, with no street receiving a rating of less than 25, within the City's residential street system; all indebtedness of the district created to accomplish the improvements has been retired and when all of the TBD's anticipated responsibilities have been satisfied.
- B. In addition to the automatic dissolution of the district as set forth above in subsection A, the City Council reserves the right, as set forth in chapter 36.73 RCW, to cause the dissolution of the district for any legal reason. ~~((, including if a regional transportation district with a funding mechanism is formed pursuant to an interlocal agreement as permitted in RCW 36.73.020)).~~

Section 5. That there is enacted a new chapter 04.37 of the Spokane Municipal Code to read as follows:

Chapter 04.37 Citizens Transportation Advisory Board

Section 04.37.005 Definitions

Section 04.37.010 Membership and Terms

A. Voting Members

1. The Citizens Transportation Advisory Board (CTAB) shall consist of eleven members, who are City residents, appointed by the City Council. Membership shall consist of:

- i. One member selected by each city council member from among the residents of the selecting city council member's district;
- ii. One member from the Plan Commission's Transportation Sub-Committee (PCTS), as recommended by the Plan Commission;
- iii. One member from the Pedestrian, Traffic & Transportation Committee (PeTT) of the Community Assembly, as recommended by the Community Assembly;
- iv. One member from the Bicycle Advisory Board (BAB), as recommended by the BAB;
- v. One member from the Spokane Human Rights Commission, as recommended by the Human Rights Commission.
- vi. One member selected by the City Council President.

B. Liaison Members:

1. The CTAB shall include up to five (5) liaison members representing organizations including, without limitation:
 - i. Spokane Regional Health District;
 - ii. Spokane Public Schools; and
 - iii. Disability Community
2. The liaison members shall be non-voting members of the CTAB.
3. Liaison members shall be appointed by the city council after written notice provided by the respective organizations.

C. Chair

The CTAB Chair shall be selected annually by the members of the CTAB during their first meeting of each year, or at the first meeting after a vacancy occurs. No member shall serve more than three consecutive years as Chair.

D. Terms

1. The terms of all current CTAB members on the effective date of this ordinance shall be transferred to current CTAB memberships.
2. The term of each voting member shall be three years from the date of appointment. Members may be appointed to an initial term of less than three years in order to stagger membership terms. A term of less than half of the full three-year term shall not constitute a full term.
3. No voting member shall be appointed for more than two three-year terms in total as a voting member, or six years total, regardless of what position they fill.
4. Terms for members appointed from the PCTS, PeTT, BAB and the Human Rights Commission shall not extend beyond the expiration of their membership on their respective boards.

E. No elected official or city employee shall be appointed as a voting member of the CTAB.

F. CTAB members may be removed from office by the city council before the expiration of their terms due to a disqualifying change of residence or for cause

based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty (including three or more consecutive unexcused absences), or malfeasance.

- G. No CTAB member shall be affiliated with any contractor performing work or seeking the award of work for projects financed, in whole or in part, by a Spokane TBD project in any way. CTAB members shall be required to comply with the City of Spokane Code of Ethics (Chapter 04.32, SMC) during their CTAB service, including avoiding conflicts of interest, such as having a direct pecuniary or financial gain.

Section 04.37.020 Duties and Functions

- A. The CTAB makes annual recommendations to City Council regarding the allocation of TBD program funds, including the funds allocated by the Street Department for residential street maintenance. Recommendations may include but are not limited to:
1. Pavement maintenance and reconstruction;
 2. Paving unpaved streets;
 3. Sidewalk infill and maintenance;
 4. ADA accessibility improvements;
 5. Multimodal connectivity; and
 6. Other transportation projects allowed pursuant to chapter 36.73 RCW.
- City Council maintains final approval over project funding.
- B. The CTAB shall annually provide a transportation improvement report on progress made in carrying out its responsibilities. This report should be provided in writing and by appearance and presentation before the City Council by the Chair or their designee. Additional reports may be submitted when deemed appropriate by the CTAB or when requested by the city council. Pursuant to RCW 36.73.160(2), the report must be distributed to the public and newspapers of record in the district. The report should include, at a minimum:
1. A summary of the work done by the CTAB and projects that were completed within the previous calendar year or since the last report, whichever is longer including the status of transportation improvement costs, transportation improvement expenditures, revenues, and construction schedules.
 2. The CTAB's expected work plan for the coming year.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date