

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Revised** Proclamation **20-25.14**, dated **July 1, 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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first.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waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.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 **August 30, 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 **187 393 4126** 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, August 30, 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, August 30, 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, AUGUST 30, 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 from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at [www.spokanecity.org](http://www.spokanecity.org). Agenda items are available for public review in the Office of the City Clerk during regular business hours.

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

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

# BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

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## ADMINISTRATIVE SESSION

### CONSENT AGENDA

#### REPORTS, CONTRACTS AND CLAIMS

#### RECOMMENDATION

- |   |                |                              |
|---|----------------|------------------------------|
| 1. Contract with Mackay Meters, Inc. (Nova Scotia, Canada) for Paid Parking Equipment to provide the City with Single and Dual space parking meters and support from August 1, 2021, through July 31, 2026—estimated \$664,000. (Council Sponsors: Council Members Stratton & Kinnear) (Deferred from August 2, 2021, Agenda)<br><b>Kris Becker</b> | Approve        | OPR 2021-0502<br>RFP 5207-19 |
| 2. Renewal of Value Blanket Orders with:  |                |                              |
| a. Oxarc, Inc. (Spokane) for Liquid Chlorine, 150# Cylinders and 1 Ton Containers—\$80,000 (incl. tax).   | Approve<br>All | OPR 2019-0454<br>RFQ 5070-19 |
| b. Core & Main (Spokane Valley, WA) for 6 inch fire hydrants for a final three-year term—\$260,000 (incl. tax).   |                | OPR 2019-0397<br>BID 5071-19 |
| (Council Sponsor: Council Member Stratton)<br><b>Loren Searl</b>  |                |                              |

- |    |   |                |                               |
|----|---|----------------|-------------------------------|
| 3. | Five-year Value Blanket Order with Olympic Foundry Inc. (Seattle, WA) for the purchase of waterworks access frames and covers on an as-needed basis—\$250,000 (incl. tax). (Council Sponsor: Council Member Stratton)<br><b>Loren Searl</b>   | Approve        | OPR 2021-0570<br>BID 5468-21  |
| 4. | Purchase of stoplog system for the Upriver Dam Spillway Gate from Finnoe Design, LLC (Spokane)—\$159,275 (plus tax). (Council Sponsor: Council Member Stratton)<br><b>Seth McIntosh</b>   | Approve        | OPR 2021-0571<br>RFQ 5474-21  |
| 5. | Increase current Value Blanket 301085 with Battery Systems of Spokane by \$15,000. This Value Blanket will renew on September 19, 2021. Fleet would like to increase the yearly expenditure of VB 301085 renewals to a yearly \$75,000 expenditure.<br><b>Richard Giddings</b>  | Approve        | OPR 2021-0572<br>RFQ 55156-19 |
| 6. | Contract Amendment with Wall and Company, LLC, (Spokane Valley, WA) to complete Intermodal landscaping work for first CPTED project. This amendment is the result of an engineering study that was done related to the retaining wall abutting the railroad property. The cost of the additional work is \$33,833.60 (incl. tax). (Council Sponsor: Council Member Kinnear)<br><b>Jeff Teal</b> | Approve        | OPR 2021-0501                 |
| 7. | Contract Extension with Assetworks (Wayne, PA) for annual maintenance and support of City's Fleet Asset Management System (M5) from October 1, 2021 through September 30, 2022—\$95,692.17 (incl. tax). (Council Sponsor: Council Member Cathcart)<br><b>Michael Sloon</b>  | Approve        | OPR 2016-0794                 |
| 8. | Contract Renewal 1 of 2 of Master Software Services Agreement with Rubicon Global, LLC, for annual maintenance and support for solid waste collections management and telematics system for Solid Waste Collection and Street vehicles—\$179,936.11 (incl. tax). (Council Sponsor: Council Member Cathcart)<br><b>Michael Sloon</b>   | Approve        | OPR 2018-0598<br>RFP 4430-18  |
| 9. | Multiple Family Housing Property Tax Exemption Conditional Agreements with:   | Approve<br>All |                               |
|    | a. Rad Space, LLC. for the construction of 6 housing units at Parcel Number 35202.2701, commonly known as 528 East 2nd Avenue.  |                | OPR 2021-0573                 |
|    | b. The Falls LLC., for the construction of 372 housing units at Parcel Number(s) 35183.0021, commonly known as 829 West Broadway.   |                | OPR 2021-0574                 |



(The Conditional Agreements will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokaen County Assessor's Office post construction.) (Council Sponsor: Council Member Cathcart)

**Teri Stripes**

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|--------------------------|--|------------------------------------|------------------------------|
| 10.                      | Contract Extension 3 of 3 with 5 Star Testing, Inc. (Brush Prairie, WA) for ultrasonic thickness testing at the Waste to Energy Facility from October 30, 2021 through October 29, 2022—not to exceed \$130,000 (incl. tax). (Council Sponsor: Council President Beggs)  | Approve                            | OPR 2017-0660<br>RFP 4390-17 |
| <b>David Paine</b>       |  |                                    |                              |
| 11.                      | Amended Interlocal Agreement between the City of Spokane and the City of Airway Heights to provide sewer service to the Exotic Metals property located in the Airway Heights sewer service area. (Council Sponsor: Council President Beggs)  | Approve                            | OPR 2014-0296                |
| <b>Raylene Gennett</b>   |  |                                    |                              |
| 12.                      | Multi-jurisdictional Agreement with Airway Heights related to local regulatory pretreatment requirements for wastewater management. (Council Sponsor: Council President Beggs)   | Approve                            | OPR 2021-0575                |
| <b>Raylene Gennett</b>   |  |                                    |                              |
| 13.                      | Amendment A to Agreement with Truth Ministries Shelter to extend the agreement for the Men's Emergency Shelter Program effective September 1, 2021, through June 30, 2022—\$701,635. (Relates to Special Budget Ordinance C36097) (Council Sponsor: Council Member Wilkerson)  | Approve                            | OPR 2021-0157                |
| <b>Margaret Hinson</b>   |  |                                    |                              |
| 14.                      | Memorandum of Understanding between the Office of Neighborhood Services and the Community Assembly regarding expectations of support to be provided to the Community Assembly. (Council Sponsor: Council President Beggs)  | Approve                            | OPR 2021-0576                |
| <b>Carly Cortright</b>   |  |                                    |                              |
| 15.                      | Contract Amendment with Volt Workforce Solutions (Spokane Valley, WA) to provide a project management contractor to assist the Project Management Office with supporting and managing priority projects for the City—\$125,000. (Relates to Special Budget Ordinance C36096) (Council Sponsor: Council Member Wilkerson) | Approve                            | OPR 2017-0876                |
| <b>Dusty Fredrickson</b> |  |                                    |                              |
| 16.                      | Report of the Mayor of pending:  | Approve &<br>Authorize<br>Payments | CPR 2021-0002                |
|                          | <ul style="list-style-type: none"> <li>a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2021, total \$_____, with Parks and Library claims</li> </ul>   |                                    |                              |

approved by their respective boards. Warrants  
excluding Parks and Library total  
\$\_\_\_\_\_.

b. Payroll claims of previously approved  
obligations through \_\_\_\_\_, 2018:  
\$\_\_\_\_\_.

CPR 2021-0003

17. City Council Meeting Minutes: \_\_\_\_\_, 2021.

Approve  
All

CPR 2021-0013

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## **EXECUTIVE SESSION**

(Closed Session of Council)

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

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## **CITY COUNCIL SESSION**

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

(Council Briefing Center)

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

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## **LEGISLATIVE SESSION**

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

**WORDS OF INSPIRATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF COUNCIL**

**ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)

**NO BOARDS AND COMMISSIONS APPOINTMENTS**

**ADMINISTRATIVE REPORT**

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## COUNCIL COMMITTEE REPORTS

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

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## LEGISLATIVE AGENDA

### SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

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

- ORD C36096**      **Office of Performance Management Fund**  
(1) Decrease the appropriation level for the Senior Project Manager position by \$79,000 and decrease the appropriation level for the Continuous Improvement Analysts by \$46,000.  
(2) Increase the appropriation for contractual services by \$125,000.  
(3) There is no change to the total appropriation level in the Office of Performance Management Fund.
- (This action increases contractual services to bring in a vendor provided Project Manager and Business Analyst to help support the PMO workload.) (Relates to Consent Agenda Item No. 15) (Council Sponsor: Council Member Wilkerson)  
**Dusty Fredrickson**
- ORD C36097**      **General Fund**  
(1) Increase appropriation by \$188,877.  
(A) \$188,877 of the increased appropriation is provided to the Community, Housing, and Human Services department in the General Fund solely for a men's emergency shelter program.
- (This action provides an emergency shelter program.) (Relates to Consent Agenda Item No. 13) (Council Sponsor: Council Member Wilkerson)  
**Margaret Hinson**
- ORD C36098**      **General Fund**  
1) Increase revenue by \$889,807.  
(A) \$889,807 of the increased revenue in the Police department is a distribution from the state to assist with one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020 and June 30, 2021.

(2) Increase expenditures by \$889,807.

(A) The increased expenditure appropriation will be spent solely for one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020 and June 30, 2021. Beginning September 1, 2021, the department shall report quarterly to the Mayor and the City Council on the uses of these funds until the full amount is spent, or the state appropriation lapses.

(This action adds one Probation Officer II position in response to increased demand on the electronic monitoring program.) (Council Sponsor: Council Member Wilkerson)

**Paul Ingiosi**

ORD C36099

General Fund

(1) Increase appropriation by \$150,000.

(A) \$150,000 of the appropriation is provided to the Non-Departmental department for the purpose of funding warming centers, cooling centers, and safe air centers in accordance with Spokane Municipal Code changes enacted July 2021.

(This action appropriates funds to support warming centers, cooling centers, and safe air centers.) (Council Sponsor: Council Member Wilkerson)

**Jacob Miller**

ORD C36100

Section 1 - Asset Management Capital Fund

(1) Increase appropriation by \$3,481,873.

(A) \$1,702,734 of the increased appropriation is transferred from the Asset Management Capital Fund to the Asset Management Fire Capital Fund.

(B) \$1,779,139 of the increased appropriation is transferred from the Asset Management Capital Fund to the Asset Management Police Capital Fund.

Section 2 - Asset Management Fire Capital Fund

(1) Increase revenue appropriation by \$1,702,734.

(A) Of the increased appropriation \$1,702,734 is a transfer from Asset Management Capital Fund.

(2) Increase appropriation by \$1,702,734.

(B) Of the increased appropriation \$1,702,734 is provided solely for capital expenditures related to Fire.

Section 3 - Asset Management Police Capital Fund

(1) Increase revenue appropriation by \$1,779,139.

(A) Of the increased revenue appropriation \$1,779,139 is provided solely for capital expenditures related to Police.

(This action allows for capital expenditures in the Asset Management Fire Capital Fund and the Asset Management Police Capital Fund.) (Council Sponsor: Council Member Wilkerson)

**Michelle Hughes**

- ORD C36101**      **Asset Management Fund**  
 (1) Increase revenue by \$108,000.  
 (A) \$108,000 of the revenue increase is from work previously completed and interfund billed to the Intermodal Fund and Water Fund.  
 (2) Increase appropriation by \$108,000.  
 (A) \$108,000 of the appropriation is for additional facilities maintenance expenses.
- (This action provides additional budget authority for facilities maintenance needs.) (Council Sponsor: Council Member Wilkerson)  
**Jeff Teal**
- ORD C36102**      **Asset Management Fund**  
 (1) Decrease the appropriation level for the Facilities Director position by \$26,200.  
 (2) Add one Administrative Specialist position in the Facilities Department. This action increases the number of Administrative Specialists from zero to one.  
 (A) Increase the appropriation for the Administrative Specialist position by \$26,200. The appropriation provides budget authority for salary and benefits through the rest of the current fiscal year.  
 (3) There is no change to the appropriation level in the Asset Management Fund.
- (This action creates an Administrative Specialist position to provide administrative support for the Facilities Department.) (Council Sponsor: Council Member Wilkerson)  
**Jeff Teal**

## **NO EMERGENCY ORDINANCES**

## **RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2021-0069**      Of the City Council of the City of Spokane to revise the Appropriation of funds from the City of Spokane Community Housing and Human Services (CHHS) Department to the Salvation Army for the purpose of funding a regional targeted-capacity emergency shelter called The Way Out Center for the period of July 1, 2021 through June 30, 2026 and other matters relating thereto. (Deferred from August 23, 2021, Agenda) (Council Sponsor: Council Member Wilkerson)  
**Mike Ormsby**
- RES 2021-0071**      Approving the appointments of:
- Kyle Twohig as Engineering Services Director,
  - Steven MacDonald as Community and Economic Development Director, and
  - Chris Averyt as Solid Waste Disposal Director.
- (Council Sponsors: Council Members Cathcart & Wilkerson)  
**Meghann Steinolfson**

**RES 2021-0072**      Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to execute an Addendum to the Purchase and Sale Agreement with AT Acquisitions for property located on a portion of Spokane County Assessor Tax Parcel No. 15362.0025, comprising of approximately 14.686 acres and a right of first refusal on a portion of Spokane County Assessor Tax Parcel No. 15362.0025, comprising of approximately 14.466 acres of land at Spokane International Airport. (Council Sponsor: Council President Beggs)

**Larry Krauter**

**RES 2021-0073**      To replace existing parking meters in the Downtown retail core with pay-by-plate multi space parking kiosks in the Downtown retail core on all block faces with at least six meters. (Council Sponsor: Council President Beggs)

**Shauna Harshman**

## **FIRST READING ORDINANCES**

**ORD C36103**      Relating to the executive and administrative organization of the City; amending section 1.01.040 of the Spokane Municipal Code. (Council Sponsor: Council Member Wilkerson)

**Terri Pfister**

**FURTHER ACTION DEFERRED**

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## **NO SPECIAL CONSIDERATIONS**

## **NO HEARINGS**

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**Motion to Approve Advance Agenda for August 30, 2021**  
(per Council Rule 2.1.2)

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## **OPEN FORUM**

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will open at 5:00 p.m. on Monday, (Month Day), 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 August 30, 2021, Regular Legislative Session of the City Council will be held and then City Council is adjourned until September 13, 2021.

**Note:** There is no City Council meeting on Monday, September 6, 2021, due to the recognized observance of the Labor Day holiday. There will be no regularly scheduled City Council meeting held on Tuesday, September 7, 2021.

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## **NOTES**

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

08/02/2021

**Date Rec'd**

7/20/2021

**Clerk's File #**

OPR 2021-0502

**Renews #****Submitting Dept**DSC, CODE ENFORCEMENT &  
PARKING SERVICES**Cross Ref #****Contact Name/Phone**KRIS BECKER (509) 625-  
6392**Project #****Contact E-Mail**

KBECKER@SPOKANECITY.ORG

**Bid #**

RFP 5207-19

**Agenda Item Type**

Contract Item

**Requisition #**

VB

**Agenda Item Name**

MACKAY METERS, INC. FOR PAID PARKING EQUIPMENT

**Agenda Wording**

Contract with Mackay Meters, Inc. for Paid Parking Equipment to provide the City with Single and Dual space parking meters and support, up to \$664,000.

**Summary (Background)**

The City selected Mackay Meters, Inc. through RFP 5207-19, Paid Parking Equipment to provide single and dual space meters. Contract is for five years beginning August 1, 2021, with option to renew annually. The mkBeacon and mkBeacon 2Bay devices will increase efficiency for city staff, and customer satisfaction for the end user in the downtown core, where we have the most special events. These devices are solar powered and run entirely on renewable energy.

Lease? NO

Grant related? NO

Public Works? YES

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

Expense \$ Unit-Priced

# 5901-79221-94000-56401-99999

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

**Study Session\Other**Urban Experience  
7/12/2021**Division Director**

BECKER, KRIS

**Council Sponsor**CM Stratton and CM  
Kinnear**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

ODLE, MARI

james.mackay@mackaymeters.com (signer)

**For the Mayor**

ORMSBY, MICHAEL

david.forbes@mackaymeters.com

**Additional Approvals**

darren.stroud@mackaymeters.com

**Purchasing**

korlob@spokanecity.org; jlagent@spokanecity.org

kbecker@spokanecity.org; jwest@spokanecity.org;

mwilliams@spokanecity.org; jray@spokanecity.org;



**City of Spokane**

**CONTRACT**

Title: **PAID PARKING EQUIPMENT**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **MACKAY METERS, INC.**, whose address is 1342 Abercrombie Road, PO Box 338, New Glasgow, Nova Scotia, Canada B2H 5E3, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide Paid Parking Equipment – Single-Dual Space Meters in accordance with the City's RFP No. 5207-19, attached as Exhibit B; Company's RFP Proposal, attached as Exhibit C; Company's Technical Compliance Requirements Response, attached as Exhibit D, Compliance Matrix, attached as Exhibit E, Service Level Agreement, attached as Exhibit F, Gateway Hosting Notification Service Agreement attached as Exhibit G, and Costs and Fees, attached as Exhibit H.

The option exists for MacKay Meters, Inc. to install single and dual space meters if agreed upon by both parties. Prevailing wage will be paid/rules followed for the installation part of the contract. City expect this amount to be less than \$14,000.

Installation is on pre-prepared locations. No civil work is included. Pole preparation, removal, hauling and recycling of existing single space meters is the responsibility of the City.

In addition to the attached, the Parties agree to the following:

**ACCEPTANCE**

**Acceptance:** The formal written acceptance by the City that all work, or a specific portion thereof, under the Contract has been satisfactorily completed, in accordance with the Acceptance criteria set out below.

**General Acceptance Criteria,** The Firm shall meet the following acceptance criteria for the Meters and related Services. Meters installed and operational fully functional for 30 days shall be deemed to be Accepted and the City will send written verification of which Meters are Accepted and which are not Accepted in each Batch. A delivered Batch will be considered "Not Accepted" if five percent of the Meters fail any of the conditions listed below. If the City determines a Batch

to be "Not Accepted," the Firm shall return the Batch at its expense and provide a compliant Batch. Notwithstanding the above, unless notified otherwise by the City, a Meter Batch will be deemed Accepted 45 Days from its Delivery.

The delivered meter technology meets the requirements set forth in the Technical Specifications.

The delivered MMS meets the requirements set forth in the Technical Specifications. The audit vs. actual coin revenue is accurate to 99% (i.e. the MMS "Coin Revenue Audit Report" matches actual revenue collected from Parking Meter to 99% accuracy).

**Commissioning Checklist.** The City will use the checklist to test the meters and MMS prior to and during installation. The City may test for any functional meter mechanism and MMS requirement at any time.

## **PAYMENT AND ACCEPTANCE**

**Payment Does Not Imply Acceptance of Work.** The granting of any payment or payments by the City, or the receipt thereof by the Firm, shall in no way lessen the liability of the Firm to replace unsatisfactory work or material although the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made. Materials, components, or workmanship that do not conform to the Technical Specifications will be rejected and shall be replaced by the Contractor without delay.

## **TERMINATION**

### **Termination for Convenience**

City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving the Firm a written 30-Day notice of termination. The notice shall specify the date on which termination shall become effective. Notwithstanding the above, the Parties agree that if Meter fabrication is in progress when the Firm issues a notice of termination, the Agreement will not terminate until Acceptance of such Meters.

### **Commissioning Checklist**

- a. Meter Mechanism shall not be damaged during shipment.
- b. Battery voltage and condition shall meet the minimum voltage requirements for a new battery pack.
- c. Coins (5¢, 10¢, 25¢, \$1) shall be accepted and record the proper amount of time when deposited.
- d. Non-authorized coins shall not register any amount of time.
- e. The card reader shall recognize the insertion of a valid credit or smart card.
- f. NFC card reader functionality shall work as described in the Technical Specifications.
- g. The automated mechanism configuration download shall work as described in the Technical Specifications.
- h. The Meter Mechanism location id and serial # shall be part of the MMS inventory.
- i. The Meter Mechanism programming profile is accurate for its assigned location id.
- j. The Keypad shall work properly.
- k. The Meter Mechanism shall register jams.

- l. The Meter Mechanism LEDs shall work properly.
- m. The Meter Mechanism stickers shall be properly applied.
- n. The Meter Mechanism communications channels shall work properly.
- o. The Meter Mechanism shall display proper the date and time.
- p. The Meter Mechanism backlight shall operate properly.
- q. The Meter Mechanism shall have the ability to add time without using the coin and/or register in the audit records.

In the event of a discrepancy between the documents this City Contract controls.

2. CONTRACT TERMS. The Contract shall begin August 1, 2021, and run through July 31, 2026, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed on an annual basis upon mutual agreement of the Parties.

3. COMPENSATION. The City shall compensate the Company in accordance with Request for Proposal, Proposal Response and pricing schedules, included herein by reference. Payment will only be made for products or services requested, received and accepted. This is a unit-price contract with no guarantee of payment amount. The City estimates an amount of **SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$650,000.00)**, including tax, for everything furnished and done under this Contract. If Company performs the installation of the devices, the City estimates an additional amount not to exceed **FOURTEEN THOUSAND AND NO/100 DOLLARS (\$14,000.00)**.

4. PAYMENT. The Company shall send its application for payment to City of Spokane Parking Services, Third Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Each invoice shall also include:

- Unique invoice number;
- Quantity of items;
- Description of items;
- Unit price;
- Amount of sales taxes requested to be paid;
- The City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number, if applicable, and
- Total invoice amount.

**Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.

5. PUBLIC WORKS.

The following public works requirements only apply to the installation work, if any, under this Agreement. The City reserves the right to perform the installation themselves.

- A. The Contractor shall pay 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 a Contractor for payment on a project

estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.

- B. **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.
- C. A payment/performance bond is NOT required.
- D. Statutory retainage is NOT required.

6. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.

7. **WARRANTY.** Warranty begins one (1) month from Company's recorded shipping date. Company will provide the City with the warranty start date. To maintain warranty coverage the City is required to provide the prescribed regular maintenance for the products. The City will follow the prescribed maintenance procedures as instructed by Company in writing to ensure the warranty on all the products and software is not voided.

8. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

9. **AMENDMENTS.** This Contract may be amended at any time by mutual written agreement.

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

11. **TERMINATION.** Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving the Firm a written 30-Day notice of termination. The notice shall specify the date on which termination shall become effective. Notwithstanding the above, the Parties agree that if Meter fabrication is in progress when the Firm issues a notice of termination, the Agreement will not terminate until Acceptance of such Meters.

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



- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
  - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

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

14. **DEBARMENT AND SUSPENSION.** The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance

Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

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

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 Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

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

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

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

21. 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.

**MACKAY METERS, 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 Agreement:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – RFP No. 5207-19
- Exhibit C – Company's RFP 5709-19 Proposal
- Exhibit D – Company's Technical Compliance Requirements Response
- Exhibit E – Compliance Matrix
- Exhibit F – Service Level Agreement
- Exhibit G - Gateway Hosting Notification Service Agreement
- Exhibit H - Costs and Fees

21-039a

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

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

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

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

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

**EXHIBIT B**

**EXHIBIT C**



**EXHIBIT D**

**EXHIBIT E**

**EXHIBIT F**

**EXHIBIT G**

**EXHIBIT H**

DAVID A. CONDON  
MAYOR



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

## REQUEST FOR PROPOSALS

City of Spokane, Washington

RFP NUMBER: #5207-19

DESCRIPTION: PAID PARKING EQUIPMENT

DUE DATE: MONDAY, DECEMBER 23, 2019  
No later than 1:00 p.m.

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

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

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# 1. INTRODUCTION

## 1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Neighborhood and Business Services Department (hereinafter “City”) is initiating this Request for Proposals (RFP) to solicit Proposals from Firms interested in participating on a project to provide PAID PARKING EQUIPMENT.

The 2019 Downtown Parking Study provided the City with a comprehensive six-year plan and package of recommendations designed to facilitate growth and activity downtown, while making parking more convenient and user-friendly for residents, businesses, employees, and visitors. The study includes a parking inventory for both on- and off-street facilities as well as evaluating the City’s current policies, procedures, regulations, hardware, and software systems.

The City’s robust downtown business core and array of outdoor activities attracts a host of visitors each year. Parking operations is funded solely from the Parking Fund (a Special Revenue Fund) and includes customer service, parking enforcement, collections, and installation and maintenance of the parking system and assets.

The downtown parking operation includes over 5,000 on-street parking spaces supported by the following parking technologies:

- Single space parking meters (Model 95 Housings) including 729 CivicSmart Liberty Single Space Smart Meters and 2,583 POM APM Single Housing Electronic Meters.
- Pay-by-Plate pay stations including 10 Parkeon Strada Rapide multi-space meters.
- Passport mobile payment application.
- Duncan Solutions AutoPROCESS parking citation management.
- ACCELA Permit Module.
- Genetec mobile license plate recognition (LPR).

The City’s paid parking revenue in FY 2018 and in FY 2019 was approximately \$2.2M per year. In FY 2018 and 2019, there was an average of 91,000 transactions at the CivicSmart single space smart meters and 5,800 transactions at the Parkeon Strada multi space meters.

The City is considering expanding the paid parking program to include an additional 1,200 parking spaces. In addition, the City will soon be soliciting for an integrated citation and permit management system. Off-street parking is managed by private operators and is not a part of this RFP.

This RFP is for the procurement of PAID PARKING EQUIPMENT including pay stations and single space parking meters to streamline the customer service experience and immediately replace the expiring equipment. The City ultimately aims to utilize a unified and simplified paid parking solution throughout the on-street parking spaces. This effort will include new hardware to accept parking

payment via monies, credit card, near field communication (NFC) or mobile; new software to support reporting and reconciliation efforts for paid parking; and integration with current and future citation management systems along with City and third-party Vendor systems. This parking technology and hardware solution must seamlessly interface with the City's existing sub-contractor system(s) as well as any new future systems. The City will be the merchant of record on all transactions, via U.S. Bank and Elavon.

The tiered implementation will immediately support 800 parking spaces preceded by the anticipated expansion and deployment of up to an additional 4,600 parking spaces located throughout the downtown and surrounding areas. The City is considering transitioning from single space parking meters to Pay-by-Plate pay stations. Integration and the communication of real-time paid parking details (license plates) to the City's current and future technology providers is a mandatory requirement.

## **1.2 MINIMUM QUALIFICATIONS**

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

The Firm must have five (5) years of experience in paid parking equipment solutions.

## **1.3 FUNDING**

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

## **1.4 PERIOD OF PERFORMANCE**

The period of performance of any contract resulting from this RFP will be a five (5) year term with annual extension options. The contract is tentatively scheduled to be issued in Q1, 2020.

## **1.5 DEFINITIONS**

Definitions for the purposes of this RFP include:

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

**Meter** – Shall mean a single/dual space meter and a pay station unless otherwise specified.

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

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

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

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

## **1.6 ADDENDA**

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

## **1.7 ATTACHMENTS**

Attached to this RFP and incorporated herein by reference are the following documents:

Attachment A - Compliance Matrix (Excel File).

Attachment B - Pricing Matrix/Cost Proposal (Excel File).

## **1.8 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES**

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

# **2. SCOPE OF SERVICES**

## **2.1 GENERAL**

Parking technology features shall include the following:

- a) Payment must be available through multiple options, including coin, credit card and mobile payment integration. Near Field Communication (NFC) (including Apple Pay and Google Pay) payments shall be supported and available.
- b) Pay station technology must allow the patron to pay for a parking space transaction at any pay station.
- c) The ability to add time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time allowed by license plate for the parking space/zone.
- d) Meters must have the ability to store a minimum of 8 different rate structures that are configurable by time of day and day of the week. Pay stations must allow for simultaneous rate structures to be displayed that include static/fixed rate combined with hourly rate options.
- e) A large screen display is preferred in order for rate information to be displayed, rather than signs posted on the meter.
- f) Pre-payment option (payments made in advance of operating hours).
- g) An option for patrons to be informed of the expiration of their paid parking session.
- h) All technology must be simple to understand and easy to use.
- i) All technology must be reliable, easy to maintain and secure.
- j) All technology shall be able to electronically display the following to the patron with minimal effort:
  - i. Rates
  - ii. Days and hours of operation
  - iii. User instructions
- k) Proposers must offer strong customer support 7 days a week.

- l) Changing rates using the Meter Management System (MMS) shall be completely web-based (no software to install), easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of meters.
- m) All technology, equipment and systems shall be ADA-compliant.
- n) All materials and components shall be new and unused.
- o) All technology shall have a modular design. Components shall be able to be quickly changed in the field.
- p) All electronic components, connections and wiring shall be fully weatherproofed.
- q) The meters shall be weather, rust and graffiti resistant and shall be made of stainless steel or an equivalent material.
- r) The City prefers that the meter has additional lighting or illumination for dark hour usage. Proposer shall describe how the lighting and/or display operates during dark hours.
- s) All technology shall wirelessly communicate usage, payment status, meter access and maintenance alert data in real-time.
- t) All technology shall be managed by a web-based meter maintenance system (MMS) that can:
  - i. Remotely update pricing, regulations, and configuration.
  - ii. Provide reports on meter activity.
  - iii. Automatically create maintenance work order tickets for generated alarms or patron reports of meter malfunctions. Maintenance tickets shall be able to be updated via email, smartphone and tablet.
  - iv. Record meter maintenance completed by repair staff.
  - v. Easily indicate meter status and send alarms to designated personnel if a meter is not functioning.
  - vi. Proposer shall describe ability to integrate with City's 311 reporting system to receive and report on trouble tickets and work order requests.
- u) All technology shall be warranted to operate as proposed within a temperature range of -15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City, including but not limited to sleet, snow, hail, grime, rain, fog, sun (including direct sunlight), and vibrations.

## **2.2 WIRELESS TWO-WAY COMMUNICATIONS**

- a) The technology will be equipped with a modem, antenna, and the required software to support wireless communications.
- b) The wireless communications shall be supplied as a "communications service" during the life of the contract, not as a specific type of modem or wireless carrier supply. Vendor shall be responsible for maintaining and updating the communications service to ensure system uptime in excess of 99% during parking hours of operation.

- c) Describe the modem type: CDMA, GSM and/or Wi-Fi.
- d) Identify the likely cellular carrier(s) to be used for City service and the process of determining reliability of signal coverage.
- e) The Proposer shall describe the established process to troubleshoot and resolve communication interruptions and failures.
- f) System transactions shall be communicated to the back-office system in real time to support pay-by-plate pay station enforcement queries. The system shall support enforcement queries for vehicle payment status.
- g) If credit card payments can be accepted during weak wireless signal occurrences, describe the process.

### **2.3 DISPLAY**

- a) Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles. Proposer shall describe its options for altering the display to make viewing in direct sunlight easier.
- b) The meter shall have a backlit graphic display panel that is large enough to legibly display all necessary operating status messages to patrons and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent) configuration and not cause excessive battery drain.
- c) The display shall be scratch and impact resistant.
- d) Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.
- e) Describe the ability to program and display different rate schedules by time of day and day of the week, including dynamic and progressive rate structures for peak occupancy periods. City staff shall have the ability to program rates independent of Vendor support with no additional costs associated with these changes.
  - i. Customers shall be able to select their rate option prior to submitting payment in order for the meter to translate the amount due and inform the customer of the payment value.
- f) Graphic display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the meter at least once per day. The City shall have the ability to change or adjust the graphic display independent of Vendor support and there shall be no additional costs for these types of adjustments.
- g) Meters shall have an ability to display special messaging. Proposer shall describe the process and features that enable special messaging, i.e., holiday and special event messages, which can be downloaded remotely.
- h) Meter display shall clearly communicate the following electronically, alphanumerically and graphically:
  - i. Rates

- ii. Days and hours of meter operation
- iii. Regulations
- iv. Instructions to the user:
  - 1. Read Error, Please Reinsert Card – if card is removed from the mechanism before it could read the information on the card;
  - 2. Coin Only – at the sole discretion of City, if the card slot is inoperable;
  - 3. Card Only – at the sole discretion of City, if the coin slot and/or bill acceptor is inoperable;
  - 4. Out of Order – at the sole discretion of City, if the coin and card slot are inoperable, with customizable instructions such as pay at another meter.
- v. Special messaging
  - i) Proposer shall describe any static information displayed and the format used.

## **2.4 KEYPAD**

- a) Keypads must be vandal resistant, weatherproof, and corrosion resistant.
- b) Proposer shall describe any visual, audible or tactile indication that a button has been pressed, as feedback to the patron.
  - i. Describe the visibility of the keypad after dark and how the patron will interact with the meter.

## **2.5 PAYMENTS**

- a) Proposer shall describe coin, bill, card and alternative payment operations, including the number of different coins/currencies accepted and the type of card-based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).
- b) All meters must support secure real-time authorization of credit cards and optional contactless cards.
- c) The meter shall accept monies through a jam-resistant coin/bill interface and jam-resistant card payments through a card interface.
- d) For pay stations, the coin discrimination system should contain an automatic shutter, which only opens during operational hours for coin insertion of approved coins, but not for non-metallic objects.
- e) For single/dual space meters, Proposer shall describe how the proposed technology mitigates insertion of objects other than approved coins.
- f) If the coin or bill slot is inoperable, meters must have the option to still accept card payments and promote third-party payments (e.g., mobile payments), if applicable.
- g) The coin chute or track and coin verifier unit shall be a free-fall type (non-moving and non-mechanized) or an equivalent.

- h) The coin chute or track shall include an anti-backup provision to prevent and detect the attempted retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).
- i) Monies must be deposited directly into, and stored within, secured containers in the vault area of the meter.
- j) Monies must be easy to collect, simple to reconcile and include audit capabilities.
- k) Maintenance personnel must be able to easily clear coin/bill jams without the use of special tools and without accessing the vault.
- l) Describe how the 'Pay at Any Pay Station' feature would operate utilizing the proposed parking technology solution.
- m) All meters shall be able to be programmed to accept pre-payments prior to start of regulated parking and extended payment within applicable City policy requirements.
- n) Proposer shall describe in detail the step-by-step process of Vendor's credit card acceptance procedure from the time a patron inserts his/her card to the time the money is deposited in the City account. Include the name of your gateway processor (if using a third party) and the name of the gateway software (if your firm uses in-house software). Proposer shall list all subcontractors involved in each step (e.g., cellular providers or gateway companies) and describe the subcontractors' PCI compliance. Proposer shall describe any per transaction charges from the Vendor and/or the gateway company, or software charges; if none, then state as much.
- o) The meter, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)).
- p) Meter shall be PA-DSS certified by a Qualified Security Assessor (QSA).
- q) The technology must be EMV compliant. Proposer shall describe their current and future EMV capabilities including any required upgrades, options and/or associated costs.
- r) Proposer shall describe any alternative payment options, the associated costs or any additional fees. Proposal shall describe current and future capabilities including any required upgrades or options for the implementation of the alternative payment options.
- s) The MMS system shall allow the City to dynamically and remotely adjust parking prices on the meters in real-time.

## **2.6 CLOCK**

- a) The meter must have a 365-day calendar real-time clock that completes a daily time-sync with the server at least once every 24 hours and that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset shall occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.
- b) The clock shall be programmable at least one year in advance for automatic daylight savings time changes.

- c) The time-of-day clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period).
  - i. There shall be no upper limit or maximum deviation that would prevent the clock from syncing with the MMS.
  - ii. The clock shall track the day of week, Monday through Sunday.
  - iii. Time of day and day of week shall be displayed to maintenance staff, on the front display screen, when the reset feature is activated.

## **2.7 POWER**

- a) Pay stations must allow for power by a rechargeable solar-powered (or equivalent) battery.
- b) Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 30 seconds once the pay station is opened.
- c) For environmental reasons, Nickel-Cadmium batteries shall not be used to power the meters.
- d) The meter will be powered by battery and/or rechargeable solar-powered (or equivalent) battery pack.
- e) When battery voltage falls below a minimum threshold, the meter will generate an alert prior to the meter going out of service.
- f) Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.
- g) Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the MMS.
- h) All locally stored meter data will be retained during battery replacement and battery failures of seven days or less.
- i) Describe any unique power management capabilities.
- j) Battery shall guarantee a life of at least 5 years. Proposer shall describe how any and all options will impact battery life.

## **2.8 SECURITY / MAINTENANCE**

- a) Monies passing through the meter shall be deposited directly into secured containers in a separate vault area.
- j) The coin/bill vault areas shall not be accessible from the maintenance compartment.
- k) Meters shall be resistant to vandalism and other attacks to remove or disable coin/cash from the coinboxes.
- l) Meters shall have high security locks for all housing and cabinet doors. Include a description of the locks provided. Electronic locks are preferred with online programmable access parameters including restrictions for maintenance, collections, days of week and hours of day. Describe the manual override process in case of power failure or electronic lock malfunction.



## **2.9 WARRANTY / VENDOR SUPPORT**

- a) Proposer shall describe their system warranty and extended warranty options on all hardware and software effective from the date of installation.
- b) Proposer shall describe technical support services, including 7 day a week customer support help desk availability (including holidays), on-line help features, transaction assistance, on-site support and technical support, during and beyond the installation and warranty periods. Proposer shall describe who is responsible for supporting the meter including any and all subcontractors.
- c) The customer support help desk shall have the ability to collect and/or provide detailed information to the City via the hotline and/or via log in to the back-office software, including:
  - i. Verify, log and dispatch reports of meter malfunctions in real time with online tracking
- d) Proposer shall provide the City with toll free telephone numbers enabling them to reach Proposer's staff during normal business hours.
- e) The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.
- f) Vendor shall be required to provide quarterly technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements.
- g) Provide system warranty guarantees and extended warranty options on all hardware and software effective from the date of installation.
- h) Requests for Quotations from the City must be to be fulfilled within three business days, and/or at a status update on the 3rd business day and every 2 days thereafter. This is to include all requests for all equipment and parts.
- i) Return Merchandise Authorization (RMA) requests must be fulfilled within 30 calendar days, and/or a status update as the expected time of arrival (ETA). RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within the mutually established delivery hours of operation.

## **2.10 TRAINING**

- a) Proposer shall provide a proposed training outline with their response.
- b) The City requires an on-site 2-hour refresher training each year that will include a review of project issues, system performance and product updates. Vendor shall provide all training at a location to be determined by the City or its designee.
- c) Proposer shall cover all travel costs.

- d) Proposer shall describe how upgrades to the MMS or other systems will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract.
- e) Proposer shall supply and keep current hard and digital copies of all operating, training, repair and user's manuals, which includes detailed instructions for system usage.

## **2.11 REPORTING / MAINTENANCE TRACKING / ENFORCEMENT**

- a) The MMS must provide secure, web-based back office reporting, including real time exception reporting for equipment downtime and data transmission issues.
- b) The MMS shall provide maintenance tracking with automated technical ticket generation.
- c) Describe how access to real-time information regarding customer-generated reports of meter or signage problems, and meter-generated warnings and alarms is available to support staff, including maintenance technicians.
- d) The MMS shall provide a smartphone application to update, reassign and close out maintenance tickets.
- e) The MMS shall have the capability to track maintenance issues, completion of maintenance tasks and reports on meter uptime.
- f) The MMS shall provide scheduling capabilities for both preventive and non-recurring maintenance.
- g) The MMS shall provide a maintenance dispatch interface for the scheduling, recording and reporting of error/problem corrections.
- h) The MMS shall provide an online mapping module for parking spaces and meters to identify maintenance and enforcement areas/zones. The MMS shall provide real-time verification of parking spaces payment status for enforcement purposes.
- i) MMS shall allow the remote download of all rate changes, display changes, receipt layout changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless data usage.
- j) The web-based MMS reporting analytics tool shall allow for:
  - i. custom filtering of data fields
  - ii. drop & drag report capabilities
  - iii. table creation where reports can be saved for individual or global use
- k) The MMS shall allow for online scheduled reports to be exported as Excel, CSVs and/or PDFs

## **2.12 DATA / INTEGRATION**

- a) Proposer must provide real-time integration with the City's current and future parking technology and data management Vendors, including, but not limited to, citation issuance/enforcement handhelds, LPR and mobile payment (Passport). Proposer shall

confirm current integrations with the City's existing Vendors and/or describe any costs associated with implementing the integration required to support pay-by-plate.

- b) Vendor will be required to provide all meter related data in a format and interface as defined by the City, including an interface with the City's asset management system (Cityworks). Vendor shall be able to work with outside Vendors to perform data migration. This could include data mapping, data cleanup/verification, data transfer, and other testing as defined by City requirements.

## **2.13 OTHER SERVICES**

- a) With the implementation of new paid parking equipment, please describe the public outreach/education campaign that will be included with your solution at no additional cost to the City. Provide examples of prior successful implementations, including sample images, emphasizing similar installations introducing new paid parking equipment.
- b) Describe proposed installation plan and any costs associated with the installation. Proposer will be responsible for installation and all associated hardware/equipment required, including any space numbering (if needed) and signage.
- c) The City would like to consider an option for a merchant validation program to enhance the overall patron and downtown business experience. Please describe how the proposed parking technology solution would support a merchant validation program, and identify any equipment required and any additional costs or fees.
- d) The City is interested in innovation and value-added services. Proposers should describe any enhanced services and features that are available to the City currently or in the near future. All associated pricing for any proposed or suggested feature must be identified, including, but not limited to sensors, parking guidance application and any other customer service features that can directly benefit the City.

## **2.14 LIQUIDATED DAMAGES**

The following are the proposed liquidated damages that would be incorporated into any final agreement and should be considered in Proposer pricing options. While it is not the intention of the City to seek a punitive relationship, we are seeking an integrated solution that performs to the standards described throughout your Proposal.

*Both parties will agree that the annual liquidated damages shall be limited to the amount paid or due to Vendor by the City during a one-year period except in the initial 12-month period of this Agreement where liquidated damages shall be limited to 30% of the amount paid or due to Vendor by the City during the initial 12-month period of this Agreement. The Vendor agrees to pay these amounts to the City as set forth:*

- **Failure of Pay Station(s).** Failure of either Pay Station(s) that results in either no payment transaction being accepted by the Pay Station(s) (e.g. allow free parking during enforcement hours) or application of the wrong fee rates for parking shall result in damages of \$100.00 per day (each 24-hour period) per each affected Pay Station. City shall provide Vendor with 24 hours' notice to respond and repair the Pay Station(s) failure prior to being entitled to liquidated damages.

- **Failure of Single Space Meter(s).** Failure of either Single Space Meter(s) that results in either no payment transaction being accepted by the Meter(s) (e.g. allow free parking during enforcement hours) or application of the wrong fee rates for parking shall result in damages of \$10.00 per day (each 24-hour period) per each affected Single Space Meter. City shall provide Vendor with 24 hours' notice to respond and repair the Meter(s) failure prior to being entitled to liquidated damages.
- **PCO Data Security Failure.** Failure of Vendor to maintain Payment Card Industry ("PCO") Data Security Standard Certification, defined as an information security standard of organizations that handle branded credit cards from the card schemes, shall result in damages of \$10,000 on the twenty-eight (28<sup>th</sup>) calendar day following non-compliance ("first assessment"). The twenty-eighth (28<sup>th</sup>) calendar day following the first assessment and every twenty-eight (28) calendar days thereafter shall constitute a "subsequent assessment". On each additional twenty-eighth (28<sup>th</sup>) calendar day following the first assessment and any subsequent assessments, the City shall be entitled to liquidated damages of \$25,000 until the failure is cured. Damages during subsequent assessments shall be prorated by day.
- **Accuracy.** The City will issue a written warning to Vendor if either Meter(s) fails to maintain 99% accuracy in the City's audit of daily revenue as a result of a design defect with either Meter(s). The Vendor shall cure each failure within seven (7) days after receipt of the warning. If any failure is not cured within seven (7) days, the Vendor shall be subject to damages of \$100 per day per failure of each Meter(s) until the failure is cured.

### 3. GENERAL INFORMATION

#### 3.1 RFP COORDINATOR

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

<b>Name</b>	<b>Connie Wahl, City of Spokane Purchasing</b>
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Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFP Coordinator through the ProcureWare system may result in disqualification of the Firm.

#### 3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	November 27, 2019
Question and answer period	November 27 to December 13, 2019
Last date for RFP questions requiring an Addendum	December 13, 2019
Proposals due	December 27, 2019
Evaluate Proposals	January 13, 2020
Firm Demonstrations	January 21, 2020
Negotiate contract	Quarter 1, 2020
City Council approval of contract	Pending Contract Negotiation
Begin contract work	Pending Council Approval

**The City reserves the right to revise the above schedule.**

### 3.3 SUBMISSION OF PROPOSALS

#### A. SUBMITTAL INFORMATION

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

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

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

#### B. ELECTRONIC SUBMITTAL INSTRUCTIONS

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

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

### 3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

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

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

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

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

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

### **3.5 OWNERSHIP OF DOCUMENTS**

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

### **3.6 REVISIONS TO THE RFP**

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

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

### **3.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

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

### **3.8 ACCEPTANCE PERIOD**

Proposals shall remain in effect for one hundred twenty (120) days for acceptance by the City from the due date for receipt of Proposals.

### **3.9 RESPONSIVENESS**

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

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

### **3.10 MOST FAVORABLE TERMS**

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

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

### **3.11 COSTS TO PROPOSE**

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

### **3.12 NO OBLIGATION TO CONTRACT**

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

### **3.13 REJECTION OF PROPOSALS**

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

### **3.14 INTERLOCAL PURCHASE AGREEMENTS**

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

## **4. PROPOSAL CONTENTS**

### **4.1 PREPARATION OF PROPOSAL**

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

- A. Letter of Submittal.
- B. Technical Proposal.
- C. Management Proposal.
- D. Technical Requirements Table.

- E. Attachment A - Compliance Matrix (Excel File).
- F. Attachment B - Pricing Matrix/Cost Proposal (Excel File).

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

#### **4.2 LETTER OF SUBMITTAL**

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

- A. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written;
- B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.);
- C. Location of the facility from which the Firm would operate;
- D. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months; and
- E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

#### **4.3 TECHNICAL PROPOSAL**

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

- A. PROJECT APPROACH / METHODOLOGY – Include a complete description of the Firm's proposed approach and methodology for the project. This section should convey Firm's understanding of the proposed project.
- B. WORK PLAN – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical Proposal shall contain sufficient detail to convey to members of the evaluation team, the Firm's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of City staff. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.
- C. PROJECT SCHEDULE – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
- D. DELIVERABLES – Fully describe deliverables to be submitted under the proposed project.
- E. FUNCTIONALITY – How well does the solution meet the functional requirements?



## **4.4 MANAGEMENT PROPOSAL**

### **A. PROJECT MANAGEMENT**

1. **PROJECT TEAM STRUCTURE/INTERNAL CONTROLS** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the Firm. This chart must also show lines of authority to the next senior level of management. Include who within the Firm will have prime responsibility and final authority for the proposed work.
2. **STAFF QUALIFICATIONS/EXPERIENCE** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' (not to exceed two (2) pages per person) for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

### **B. EXPERIENCE OF THE FIRM**

1. Indicate the experience the Firm and any subcontractors have in providing and supporting Paid Parking Equipment.
2. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Firm has had during the last five (5) years that relate to the Firm's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. The Firm grants permission to the City to contact the list provided.

### **C. REFERENCES**

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

### **D. RELATED INFORMATION**

1. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

2. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

#### **4.5 COST PROPOSAL**

The evaluation process is designed to award this procurement not necessarily to the Firm that proposes the least cost, but rather to the Firm whose Proposal best meets the requirements of this RFP. **Firms must fully complete the pricing matrix excel worksheet.**

##### **A. IDENTIFICATION OF COSTS**

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Firms are required to collect and pay Washington state sales tax, if applicable. For licensing and pricing purposes, Proposers should provide cost detail for simultaneous concurrent users or named user licenses.

At a minimum include the following:

1. Hardware, software, professional service fees:
  - a. Software license costs
  - b. Professional services fees for implementation, training, conversion, project management and related services.
  - c. Professional services for integration (specify the integrations required if applicable).
  - d. Project expenses (travel, per diem, etc.).
  - e. Total software/hardware implementation costs.
  - f. SaaS Costs
2. Annual hardware and software maintenance fees.
  - a. Annual operations and maintenance/support costs. If this cost differs over years, please report the cost for each year separately. Please include all third-party services.
  - b. Total on-going maintenance/support cost.
3. Installation and shipping fees.
4. Costs for subcontractors are to be broken out separately.
5. Costs must be identified on the pricing matrix excel worksheet provided.

## 5. EVALUATION

### 5.1 EVALUATION PROCEDURE

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

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

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

### 5.2 EVALUATION WEIGHTING AND SCORING

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

<b>Technical Proposal – 35%</b> Project Approach/Methodology Quality of Work Plan Project Schedule / Deliverables Functionality	15 Points (Maximum) 15 Points (Maximum) 10 Points (Maximum) 30 Points (Maximum)	70 points
<b>Management Proposal - 30%</b> Project Team Structure/Internal Controls Staff Qualifications/Experience Experience of the Firm	10 Points (Maximum) 10 Points (Maximum) 40 Points (Maximum)	60 points
<b>Cost Proposal – 35%</b>	70 Points (Maximum)	70 points
<b>GRAND TOTAL FOR WRITTEN PROPOSAL</b>		<b>200 POINTS</b>

### 5.3 PRESENTATION DEMONSTRATIONS MAY BE REQUIRED

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

#### PRESENTATION SCORING:

If there are demonstrations, software will be evaluated on the demonstrated ease of use, look and feel, functionality, etc.

#### PRESENTATION DEMONSTRATION SCORING:

The scores from the written evaluation and the presentation demonstrations combined together will determine the apparent successful Firm.

## **5.4 AWARD OF CONTRACT**

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

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

Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. The City Council shall make the award of contract or purchase.

## **5.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

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

# **6. CONTRACT TERMS**

## **6.1 BUSINESS REGISTRATION REQUIREMENT**

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

## **6.2 ANTI-KICKBACK**

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

## **6.3 DISPUTES**

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

## **6.4 TERMINATION**

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

## **6.5 NONDISCRIMINATION**

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

orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

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

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
- d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

## **6.7 PAYMENT**

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

## **6.8 LIABILITY**

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

## 6.9 INSURANCE COVERAGE

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

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

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

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

## 7. REQUIREMENTS

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

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

#	Technical Requirements	Firm Response	Comments, Explanation and/or Clarification
<b>General Firm Credentials</b>			
1	Firm has significant Public Sector market presence - provide number of customer implementations.		
2	Firm has a service support center (support and implementation personnel only) dedicated to the proposed product?		
<b>Licensing</b>			
1	Describe your licensing (user, application and database) for Hosted, SaaS or On Premises.		
<b>Project Implementation and Training Plan</b>			
1	The Firm shall include a typical timeline with this Proposal including major milestones for tasks and subtasks, dates and both Firm and customer resources.		
2	Include a description of your overall approach to each of the following task areas (if applicable):		
	a) System Installation		
	b) System configuration		
	c) Data Conversion		
	d) Training (A sample of training materials & documentation should be included)		
	e) Test planning and execution		
	f) System interface design and support		
	g) System roll-out, procedures, and support		
3	Please describe your current project management methodology.		
<b>Support</b>			
1	The City of Spokane expects that annual support will include all updates, enhancements and training to the proposed solution. Describe how your solution meets this requirement.		
2	Describe your ongoing user support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period.		
3	Describe your escalation process for issues that are not resolved during initial call.		
4	The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.		
5	Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.		
6	Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.		

7	Live support is available for any issues Monday – Friday, 8am – 5pm (PST), or other reasonable timeframe during typical business hours. Please provide SLA agreements.		
8	Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.		
9	Describe account and support management methodology if provided such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.		
<b>General System Specifications</b>			
1	City of Spokane staff does not have administrative rights to install or upgrade applications and plug-ins on their computers. Describe any and all components that must be installed locally on a client machine, including Internet Explorer and Office plug-ins. Describe your support for packaging these components, if any, for automated installation.		
2	Internally, the City of Spokane has standardized on a Microsoft desktop platform: Windows operating system, Office suite, and Internet Explorer browser. The selected application Firm is expected to support all features and functionality within this environment. List versions currently supported by your product and describe your policy for adopting new versions of these products.		
3	City of Spokane requires the solution be compatible with multiple modern internet browsers for customer access via various platforms such as smart phones, tablets, desktops, etc. List the browsers and their versions(s) that your system currently supports and describe any functionality restrictions and limitations with your solution.		
4	Any on premise components of the proposed solution must work in the city's current technical environment. If Proposal includes an on premise technology component, please describe the components that would be on premise and the environments supported/required. Include networking components and configurations required to support the proposed solution. If applicable, also describe any remote access to the city's network that your staff requires for implementation and/or ongoing support.		
5	Role Based Access Control (RBAC) allows the System Administrator to create user "profiles" that allow and grant user security rights to various functions of the system. Individuals or groups can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile that gives them all the rights of the particular group. Describe how your system provides RBAC management and the level of granularity.		
<b>Network Requirements</b>			
1	Specify maximum allowed latency requirements		
2	Specify the typical amount of network traffic generated by this application in Mbps		
3	Specify the minimum network bandwidth required for each client installation in Mbps		



4	Specify all network ports that will need to be opened for both clients and network firewalls.		
5	Specify all public IP addresses that will need to be accessed by clients or servers.		
6	Specify any special IP address or protocol requirements for server or client PCs		
7	Specify remote access requirements and identify remote access users/equipment		
8	Specify physical switch port count requirements and port speed		
9	Specify any special network design requirements		
10	Specify if there are any QOS requirements		
11	Specify any telephony requirements analog and or IP		
12	Specify any wireless access requirements		
13	Specify fiber or ethernet cabling requirements		
14	Specify power requirements for all new equipment		
15	Identify any certificate requirements		
<b>Third Party Contracting</b>			
1	Identify any/all 3rd party subcontractors and/or cloud service providers you contract with for your solution.		
2	If using 3rd party subcontractors and/or cloud service providers describe the agreements you have with them for system security, business continuance, backup and restoration services, system availability, maintenance windows, hours of support, and penalties for violating prescribed uptime.		
<b>Upgrades</b>			
1	Describe your typical average upgrade schedule (frequency of version releases, patches, length of time to implement, notification process) and documentation provided.		
2	Describe your notification practices for:		
	a) Planned outages		
	b) Changes to the application and/or database		
	c) Unplanned outages		
	d) Product sunset		
3	Describe any test or “sandbox” environments you would provide to the City of Spokane.		
4	Describe typical upgrade effort (downtime, level of difficulty, length of time to upgrade/update)		
<b>Communications and Operations Management</b>			
1	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?		
2	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research and, if so, for what length of time?		

3	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?		
4	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?		
5	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?		
6	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?		
7	Is City of Spokane data ever stored on non-company managed equipment?		
<b>Public Records</b>			
1	What is the procedure to retrieve bulk data in response to a PRR?		
<b>Risk Assessment and Treatment</b>			
1	Is there a risk assessment program in place?		
2	Is there a process to monitor, track, and remediate all identified risks on an ongoing basis?		
<b>Security Policy</b>			
1	Is there an information security policy?		
2	Have information security policies been reviewed in the last 12 months?		
3	Is there an Acceptable Use Policy for employees, contractors, temporary staff, etc.?		
4	Is the information security policy communicated to constituents?		
<b>Organizational Security</b>			
1	Is there an individual or group responsible for security within the organization?		
2	Are contacts with information security special interest groups, specialist security forums, or professional associations maintained?		
3	Has an independent third-party review of the information security program been conducted in the last 12 months?		
4	Does management require the use of confidentiality or non-disclosure agreements with external parties (including Vendors or Suppliers)?		
5	Is access to City of Spokane data (or the processing facilities hosting such data) provided to external parties?		
6	Is the penetration testing conducted by a 3rd party?		

7	Are suitable tests of systems and applications carried out during development and prior to acceptance?		
8	Are anti-virus products used and configured with daily definition updates?		
9	Are backups of systems and data performed periodically (e.g. weekly)?		
10	Is backup media stored offsite in a trusted facility?		
11	Is City of Spokane data isolated from other customer systems/data and secured to prevent unauthorized logical or physical access?		
12	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?		
13	Are firewalls used to segment network zones and terminate connections to external networks?		
14	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research?		
15	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?		
16	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?		
17	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?		
18	Is there an approval process to use wireless network devices?		
19	Are wireless connections encrypted?		
20	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?		
21	Is there a policy that addresses the use and management of removable media? (e.g., CDs, DVDs, backup tapes, USB drives, etc.)?		
22	Is sensitive data on removable media, including backup tapes, encrypted?		
23	Is City of Spokane data ever stored on non-company managed equipment?		
24	Are desktops/laptops/mobile devices "managed" and configured with a minimum build including security software (e.g. host firewall, disk encryption, etc.)?		
<b>Access Control</b>			
1	Are privileged accounts (administrator, super-user, etc.) controlled and reviewed?		

2	For systems which touch City of Spokane data, is there a separation of duties process in place for approving and implementing access with sponsorship and duration documented?		
3	Are user access paths set up on a predefined role-based need-to-know basis (e.g., only the operators working on City of Spokane's project have access to City of Spokane's information and systems)?		
4	Are there formal procedures to add, delete and modify user accounts and access, assign to role and audit compliance against current user list?		
5	Do policies require access controls be in place on applications, operating systems, databases, and network devices to ensure users have least privilege?		
6	Are unique user IDs used for access?		
7	Is there a process to grant and approve access to systems processing, storing, or transmitting City of Spokane data?		
8	Is there a process to recertify access on a periodic basis (including privileged accounts e.g. administrator, super user, etc.)?		
9	Are passwords required to access systems processing, storing, or transmitting City of Spokane data?		
10	Do remote access communications into the environment occur over an encrypted tunnel (e.g. IPSec, SSL VPN, etc.)?		
11	Is multi-factor authentication required for remote access?		

#### Systems Acquisition Development & Maintenance

1	Is there a Software Development Life Cycle (SDLC) process, which includes security requirements and tollgates?		
2	Is access to production code and program source libraries based on the principle of least privilege?		
3	Are change control procedures required for all changes to the production environment?		
4	Is City of Spokane data ever used in the development, staging, or testing/QA environments?		
5	Are source code reviews (e.g. input validation) performed on applications, including those processing City of Spokane data?		
6	Are penetration tests and vulnerability assessments performed against external/Internet-facing systems and applications?		
7	Do developers receive targeted security training and are they made aware of vulnerabilities through periodic metrics reporting?		
8	Does the SDLC process include security requirements gathering, implementation, and verification tollgates before acceptance into production?		

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

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

## **8. PUBLIC WORKS REQUIREMENTS**

### **8.1 PUBLIC WORKS OPTION REQUIREMENTS**

Option B scope of work for this project as identified in Attachment B - Pricing Matrix/Cost Proposal constitutes a public work under state law. Option B is subject to Washington State Prevailing Wage Rates. Proposers are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, payment/performance bonds and sales tax implications in making their Proposal for Option B. This option may be considered separately for inclusion in award. This option may be self-performed by the City.

### **8.2 RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS**

- A. In accordance with RCW 39.04.380 effective *March 30, 2012* the City of Spokane is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. A nonresident contractor from a state that provides a percentage bid preference means a contractor that: a) is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts; and b) at the time of bidding on a public works project, does not have a physical office located in Washington.
- B. The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed. All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award.
- C. This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.

### **8.3 BIDDER/PROPOSER RESPONSIBILITY (MANDATORY)**

Before award of the Public Works portion of the contract, the Bidder/Proposer must meet the following mandatory proposer responsibility criteria to be considered a responsible Bidder/Proposer. The Bidder/Proposer may be required by the Owner to submit documentation demonstrating compliance with the criteria. The Bidder/Proposer also 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. The Proposer must:

- A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of Proposal submittal;
- B. Have a current Washington Unified Business Identifier (UBI) number;

- C. If applicable:
- 1) Have Industrial Insurance (workers' compensation) coverage for the Proposer's employees working in Washington, as required in title 51 RCW;
  - 2) Have a Washington Employment Security Department number, as required in title 50 RCW;
  - 3) Have a Washington Department of Revenue state excise tax registration number, as required in title 82 RCW.
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- E. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW [39.04.320](#), not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter [49.04](#) RCW for the one-year period immediately preceding the date of the bid solicitation; and
- F. As of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:
- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
  - 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.
- G. In accordance with RCW 39.06.020, 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](#)(1) and possesses an electrical contractor license, if required by chapter [19.28](#) RCW, or an elevator contractor license, if required by chapter [70.87](#) RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.
- H. These verification requirements and responsibility criteria must be included in any subcontract at every tier for the public works project.**



#### **8.4 CONTRACTOR REGISTRATION**

The City is prohibited from executing a contract with a contractor who is not registered or licensed as required by state law.

#### **8.5 PREVAILING WAGE – LOCAL AND STATE ASSISTED CONTRUCTION**

A. The prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities where this contract will be performed will be determined by the Industrial Statistician of the Department of Labor and Industries.

B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is Monday, December 23, 2019. Upon request, the Owner will mail a hard copy of prevailing wages for this project.

C. As the successful bidder and its subcontractors will be held responsible for paying the prevailing wages, it is imperative that all contractors familiarize themselves with the current wage rates before submitting bids based on these specifications.

D. Questions about current prevailing wage data may be directed to the City of Spokane Office of Contract Administration/Compliance, (509) 625-6032 or Washington State Department of Labor and Industries, (509) 324-2586.

E. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid prevailing journeyman wages.

#### **8.6 NON-COLLUSION**

The Proposer by submitting their Proposal certifies that the Firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

The Proposer by submitting their Proposal certifies that, within the three-year period immediately preceding the Request for Proposal solicitation date for this Project, the Firm is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued

by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

#### **8.7 PUBLIC WORK GUARANTEE**

The Firm guarantees all work, labor and materials for the public works portion (Option B) for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Firm shall immediately place the Work in a satisfactory condition and repair all damage caused by the condition or defects at its sole expense. This guarantee does not apply to Work which has been abused or neglected by the Owner. This guarantee shall be separate from and in addition to any more extensive warranty requirements specified for certain elements and products used in the Work.

## RESPONSE TO RFP #5207-19 PAID PARKING EQUIPMENT FOR THE CITY OF SPOKANE, WASHINGTON



### ORIGINAL

Submitted by: Mr. James MacKay  
MacKay Meters, Inc.

1342 Abercrombie Road, New Glasgow, NS, B2H 5E3  
Tel: (902) 752-5124 x 295 Due: December 23, 2019



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December 23, 2019

Head Office:  
**MacKay Meters, Inc.**

P.O. Box 338  
1342 Abercrombie Road  
New Glasgow, Nova Scotia  
Canada, B2H 5E3

LETTER OF SUBMITTAL

Tel: (902) 752-5124  
Fax: (902) 752-5955

To Whom It May Concern,

MacKay Meters, Inc. ("MacKay"), is pleased to submit our response to the **RFP #5207-19 PAID PARKING EQUIPMENT** for the City of Spokane ("City"). Our response provides information on all three types of parking hardware the City is interested in: the mkBeacon™ ("mkBeacon" or "mkBeacon 2Bay") single or dual space meters and the MacKay Tango™ ("Tango") pay stations. Our cutting-edge web-based Sentinel™ Meter Management System ("Sentinel™ MMS" or "MMS") software along with mkAnalytics™, our newest and the industry's most flexible analytic tool, is also part of our provided information package.

MacKay Meters, Inc. is a division of J.J. MacKay Canada limited and is a registered corporation in Florida. MacKay has gained global recognition in the parking industry by providing our customers with impeccable customer service, and robust innovative products that are consistently recognized as being on the leading edge of technology. We have a 60-year history in the provision of products and services to all levels of local government including major cities not only in the United States and Canada, but also internationally.

Over the past 60 years, MacKay has gained crucial experience in deploying large scale procurements. Recently, MacKay has successfully delivered over 500 pay stations to San Francisco Municipal Transportation Agency, and has been chosen as the primary supplier of multi-space and single-space meters for the City of Vancouver, BC, with 400 Pay Stations installed during 2018 and 2019. Currently, MacKay is in the process of installing 1250 pay stations in the City of Montreal, Quebec.

The mkBeacon wireless single space or 2-Bay meter accepts coin, credit card, smart card, and cellular payment. The mkBeacon™ meter uses solar power, has a large display with an easy to use piezo style keypad, utilizes the latest payment technology, all while featuring a new modular design. The exterior components of the mkBeacon™ meter are precision made, injection molded parts, made of an extremely durable, light weight, impact resistant polycarbonate copolymer resin material that will not corrode. The precision fit of the injection molded parts minimizes gaps and water ingress into the interior of the meter. The meter components mate tightly with the tubular stainless steel rear exterior housing of the mkBeacon™ meter, and together provide a very strong, weather proof exterior casing. The interior bracketry is made with recyclable plastics. **The mkBeacon meter is the world's ONLY battery neutral single space meter, and will save the City THOUSANDS of dollars in battery costs.** This meter is the industry's "greenest" and most technologically-advanced parking meter, and one that would fit very well on your streets.



MacKay Meters produces some of the strongest, most secure, vandal-resistant housings in the industry today. As part of this proposal, and in addition to the mkBeacon meters, MacKay is offering the MKH4500 vault as a complete turn key solution consisting of brand NEW products from the pole up.

MacKay has developed a smaller, lighter, and simpler solution to multi-space parking – the MacKay Tango™. The Tango™ supports various payment options including coins, tokens, smart cards, magnetic stripe and contactless credit cards as well as non-pin debit cards.



The TANGO, along with all MacKay equipment, is designed to adhere to today's stringent PCI DSS, PA-DSS, ADA and ISO 9001:2008 requirements.

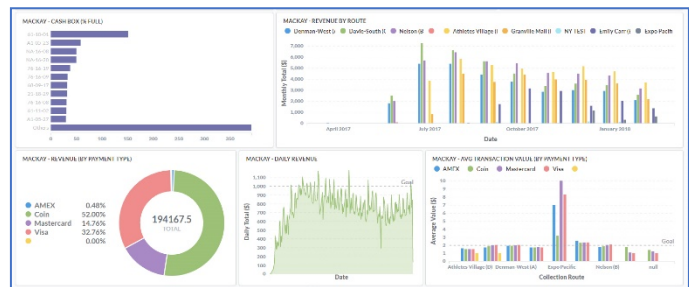
Our hosted, Sentinel™ MMS is an extremely intuitive maintenance and reporting data aggregation tool. The Sentinel™ MMS will provide real time information to the City, allowing you to make decisions concerning the parking system based on specific data. Sentinel™ MMS offers a dashboard view of all parking operations including maintenance reports, financial reporting, event scheduling, alerts, rate management and third-party functionality.

Sentinel™ MMS was designed using best practices providing the ease of integration with third parties such as mobile payment providers, vehicle detection providers, enforcement providers and reporting tool providers.

mkAnalytics™ is a newly released add-on for Sentinel™ MMS that allows the City to design their own reports and dashboards with timelines, pie charts, bar graph and dozens of helpful ways to better display and communicate data. It includes daily emails for pushing certain reports to individuals or groups and the flexibility to query anything in the collected



I am confident that as you read through our response, you will come to the conclusion that the MacKay product line, is the right choice for you. We are the industry's most exciting company, providing products at the lowest price point, with an existing and robust interface and with several third party mobile payment providers and enforcement solutions. We have the open architecture design in our back-end meter management system that is the new standard in these projects that need to interface with other pieces of your puzzle. Simply put, MacKay is bringing the most experienced team, the most dynamic product and the most flexible software suite as our offering to you.



We look forward to the opportunities that this process presents and are confident the City will benefit from a partnership with MacKay for many years to come. MacKay will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

Sincerely,

David Forbes  
Western Sales  
MacKay Meters, Inc.  
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## 1. TECHNICAL PROPOSAL

### ***1.1 PROJECT APPROACH / METHODOLOGY***

It is our understanding that the City of Spokane is looking for newer technologies in order to upgrade their existing parking meters and pay stations that will allow them to take full advantage of newer payment options, communications capabilities, product integrations, analytics, improved maintenance functionality and meter management tools.

MacKay is in a unique position being able to offer all three of the products the City is interested in learning about; single space meters, dual space meters and pay stations. MacKay also understands that the City has the option of selecting equipment from more than one vendor, so rest assured, MacKay is very open to working along side other vendors to ensure the best system for you.

MacKay is offering a solution that can be installed in stages or all at once if the City chooses. Strong emphasis on staff training and ongoing support from our customer service team is ensured. This way, the City controls their meters without the need of third-party management companies in handling maintenance and repair needs. All our meters and pay stations are modular and easily maintained with a small cache of spare parts.

### ***1.2 WORK PLAN***

MacKay proposes to supply the City with a combination of single and dual space meters to cover on-street parking where existing meters are in need of upgrading. The existing infrastructure of poles reduces the overall cost of implementing this work plan versus installation of new pay stations on-street. The mkBeacon provides a newer, cutting edge approach to single / dual space parking. When someone parks in an open space with a new mkBeacon single or dual space meter, they don't have far to walk to get to the meter, all instructions are communicated on a large LCD screen, all major payment options are available (except bills) and enforcement is easily verified visually at the pole through bright LED lights. The implementation of a dual space meter reduces the City's costs significantly where one meter can manage two spaces.

The MacKay Tango offers a low cost solution for lots or areas without pole infrastructure and includes parts that are common with the mkBeacon which allows the city to have a single spare parts list. The Tango is small yet strong and is non-imposing on a street scape.



The Sentinel Meter Management system integrates the mkBeacon and Tango maintenance, financial and enforcement functionality under one platform. It is browser based, highly configurable and designed to work easily with third party solutions such as mobile payment, sensors and enforcement applications.

In general, the work plan would entail identifying the meter locations that the City wishes to upgrade to determine the type and quantity of meters required. Next, MacKay will work with the City to determine the best configuration of those meters that will allow for an easier transition and also allow for future upgradability. MacKay will then build the meters and schedule delivery, training, installation and implementation of the meters.

On-site training will be provided for all you parking staff (maintenance, financial and enforcement) during the installation process and follow-up training will be provided as needed. Integration with third party applications will be setup prior to installation where requested.

### 1.3 PROJECT SCHEDULE

The following is a sample Project Schedule typically undertaken for the delivery of single / dual space meters and pay stations for approximately 5000 spaces:

<b>MacKay General Meter Project (5000 spaces)</b>	<b>~120 days</b>	
<b>MacKay Process</b>	<b>56 days</b>	
Sales Order Approved	2 days	MacKay
MacKay Product Specifications Package Sent to Customer	1 day	MacKay
<b>Project Kick-off Meeting</b>	<b>2 days</b>	
Confirm Order Details	1 hr	Customer, MacKay
Ensure Shipping Address is correct	1 hr	Customer
Communicate Merchant Account Details	1 hr	MacKay
Discuss 3rd Party Integrations	1 hr	Customer, MacKay
Sentinel Services Explained	1 hr	MacKay
Rates Discussion	1 hr	Customer, MacKay
Signage / Decal Requirements	1 hr	Customer
Installation Requirements	1 hr	Customer, MacKay
Expected Go-Live Date	1 hr	Customer, MacKay
Obtain End User Information	1 hr	Customer
<b>Training Requirements</b>	<b>1 day</b>	



Confirm Training Requirements	2 hr	Customer
Confirm who will participate in the Training	1 hr	Customer
If remote of On Site allocate time	1 hr	Customer, MacKay
<b>Review Returned Information</b>	<b>10 Days</b>	
GHN Agreement Signed	5 days	Customer
Review of Configuration Information	5 days	MacKay
<b>Merchant Account / CreditCall Setup</b>	<b>10 Days</b>	
Confirm Approved Merchant Account is being setup	0.5 hrs	Customer, MacKay
Proper Merchant Info Returned To MacKay	10 days	Customer
<b>Sentinel Setup</b>	<b>14 days</b>	
Customer Added to Sentinel	2 days	MacKay
Enter Units in to Sentinel	3 days	MacKay
Merchant Account info entered into Sentinel	1 days	MacKay
Specified Sentinel Services Activated	7 days	MacKay
Meter Name(s) and Location Setup Confirmed	1 day	Customer
<b>Production and Shipping (concurrent with other setup)</b>	<b>40 days</b>	
Production Buffer	40 days	MacKay
Ship Units	1 day	MacKay
Arrive at Customer	7 days	MacKay
<b>MacKay Technician - Travel</b>	<b>1 day</b>	
<b>Book Travel</b>	<b>1 day</b>	
Flights	1 day	MacKay
Hotel	1 day	MacKay
Ground Transport	1 day	MacKay
Travel to Location	1 day	MacKay
<b>Customer Process</b>	<b>66 days</b>	
<b>Equipment Install and Configuration</b>	<b>~60 days</b>	
Install Meters	60 days	MacKay, Customer
Signage Installed	60 days	Customer
<b>Training</b>	<b>4 days</b>	
Train Customer on Hardware / Meters	1 day	Customer, MacKay
Train Customer on Sentinel	1 day	Customer, MacKay
Configure Meters	1 day	Customer, MacKay



Meter(s) Verified Online	1 hr	MacKay
<b>Go-Live Preparation</b>	<b>1 day</b>	
Rates Approved	1 hr	MacKay, Customer
Receipt Messaging Approved	1 hr	Customer
3rd Party Integrations Ready	1 hr	Customer, MacKay
Merchant Account Live	1 hr	Customer, MacKay
Screen Messaging Approved	1 hr	Customer
Go Live Date	1 hr	Customer, MacKay
<b>Customer Services Handoff</b>	<b>1 day</b>	
Project Close Meeting	1 day	Customer, MacKay
Hand off to Customer Services	1 hr	MacKay





## **1.4 DELIVERABLES - MKBEACON DETAILED PRODUCT DESCRIPTION**

The mkBeacon comes in single or dual (2-Bay) space versions depending upon the location. Other than software, the primary difference is the dual space keypad includes left and right space options. Typically, a dual space mkBeacon will replace two older meters on one pole given these meter poles are usually installed between two spaces.

**Figure 1 - two single space meters can be replaced by a dual space mkBeacon**

### **1.4.1 mkBeacon Housing**

The mkBeacon consists of high strength polycarbonate front cover assembly attached to a rear tubular stainless steel frame. All electronic components and sub-assemblies are held or mounted within the front cover assembly which locks onto the rear frame assembly. The rear frame assembly is securely bolted to the vault housing (either existing housing or new MKH housing vault).



When placed into and secured into traditional meter housing, there is no longer a need for a traditional mechanism housing “top” and “cap” as the mkBeacon front and rear assemblies replace these portions of the housing. Only the existing housing vault is used (or replaced with a new housing vault where needed). The mkBeacon is designed such that when unlocked, the front cover assembly can be easily lifted up to a service position or lifted up fully until it becomes detached and removed from the rear frame assembly and meter housing.

The front cover assembly has a unique service position feature in that it can be slid upwards relative to the back frame to a fixed/locked position. This allows for the most common forms of service work such as inspecting/clearing coin chutes, card slots and battery replacement to be done with the meter held in place freeing up the technician’s hands.

When viewed from the front, the separate coin and card slots are visible as is the “NFC/Tap” reader area for making contactless payments. All payment modes are accessible to the user when the mkBeacon is properly installed into place with the rear frame assembly.

**Figure 2 - Single space mkBeacon wireless meter**





Above the user keypad is the back-lit graphics LCD, visible through a rectangular opening on the front cover. Above the LCD, are the light sensor and three visual indicator LEDs for use by enforcement and maintenance staff. The red and green LEDs are used for enforcement or meter status indication, usually to indicate that the meter is OK/in a valid “time purchased” state or to indicate that the meter is in an expired state. The yellow LED is used primarily to indicate that service or maintenance is required.

**Figure 3 - Maintenance friendly access for on-street servicing**

Above these three LEDs is a fourth LED light designed to illuminate the front face and controls and payment slots on the mkBeacon under low light conditions.



The card slot is for accepting chip based smart cards, as well as traditional magnetic stripe type credit cards. An optional contactless card reader can be installed to the right of the coin slot for “Tap” NFC payment..

#### **1.4.2 Protection of Electronic Components**



The electronic components are all conformal coated to protect against moisture.

**Figure 4 – Dual space (2-Bay) mkBeacon wireless meter**

The protective covers used on the mkBeacon are made of a clear, ¼” thick Lexan® polycarbonate which has an added UV inhibitor which extends the life of the covers, reduces premature yellowing, and helps protect the Lexan from breakdown due to exposure to strong UV rays.

The mkBeacon meters have a series of “air flutes” or channels built into their design. Attention giving to water ingress and water exposure ensures that rain water cannot easily enter the housing and is designed to provide for air circulation for the escape of moist air that may otherwise be trapped inside the housing.

Furthermore, condensation build-up inside the meter is minimized by air circulation within the meter cavity that the meter post is straight/vertical allowing water to drain properly from the housing. It is suggested that installed meter





posts have ¼ inch drain holes drilled 6 inches above the base and 6 inches below the housing to help allow water and condensation to escape from the mounting poles.

#### 1.4.3 Power

The mkBeacon is the worlds **ONLY** single space meter that runs entirely on renewable energy. A single Lithium-Ion battery pack (6 x AA or 12 x AA) provides enough power to keep the meter running and support all functionality. Assuming a fully charged new battery, the typical estimated life expectancy of a rechargeable battery pack is about four to five years. MacKay also provides a battery charging station so the City can always have charged batteries on their shelves IF a battery does need replacement.



Figure 5 - rechargeable lithium-ion battery pack

#### 1.4.4 mkBeacon Display Screens and LEDs

The mkBeacon has a large, high contrast, graphics capable, backlit, liquid crystal display, which provides for contrast adjustment. The display is protected by a high quality, ¼” thick, clear Lexan® polycarbonate cover which has a UV inhibitor additive to extend the life of the Lexan, and to allow for clear, unhindered viewing of the display. The large display allows for the presentation of large, easily read characters and text. The display is a vertical, flat facing design, allowing for easy viewing for most users and also ensuring that rain water will readily run off the display, providing a “self-cleaning” aspect

Design and deployment of the mkBeacon screens is managed via the Display Editor within the Sentinel™ MMS. The display supports up to 8 lines of text, 5 font sizes, and up to 3 panels per status... all customizable.



Figure 6 - Customizable display screen showing payment options



#### 1.4.5 Visual Enforcement

The mkBeacon meters have visual enforcement indicators on both the front (sidewalk-facing) and the back (street-facing) sides of each meter



Figure 7 - Front Enforcement LEDs

The front display of the meter is large and provides clearly visible indication of the current meter payment status to end users and enforcement officers. If there is any parking time remaining, two pairs of large digits, separated by a colon, will be displayed indicating the time remaining in hours and minutes. A large “EXPIRED” graphic will be displayed to indicate that there is no count down time remaining on the meter (i.e. time expired).

“Super-bright” type LED enforcement indicators are present on both the front and rear of the mechanism. LED indicators are used for indication of the following conditions: Green - “paid,” Red - “expired,” and Yellow for both - “out of order,” or “maintenance required.” The LEDs can be configured to be ON or OFF or to blink during different periods of the day and at a specified blink rate. The brightness of the LEDs is factory configurable for both daytime and nighttime viewing and can be changed by making a factory adjustment of the LED blink on-period.

#### 1.4.6 Coin Chute

The most current version of MacKay’s SmartChute™ coin chute has five individual sensors. There are three inductive type coil sensors. Metallic objects of sufficient size/density will be detected by any of these three sensors. Each sensor can be used by the meter to serve two roles: coin insertion and validation, and metallic object jam detection. All valid North American coins currently in circulation have specific metallic properties and as such, an inductive type coil sensor is the logical choice for coin insertion detection/activation. Also, fogging or build-up of water, moisture, dust, dirt, or grime will not impact or affect coin insertion detection in these types of sensors.



Figure 8 - MacKay's patented SmartChute™ Plus



In addition to these five sensors, a series of individual “anti-pull back” flippers are located at the lower end of the coin path, strategically placed between two of the inductive coil type sensors. Valid coins inserted into the meter must travel past both of these coil sensors in order to be validated, and therefore travel in the reverse direction back up the coin path (i.e. coin on a string), is restricted by these individual flippers.

The coin chute can be programmed to accept up to 16 different coins or tokens and is typically setup to accept all US quarters, nickels, dimes, and dollar coins. Customized to the City’s specifications.

#### **1.4.7 Card Reader Payment and Processing**

The mkBeacon is capable of accepting in real time, both magnetic stripe type or contactless type credit cards, including NFC enabled devices that emulate contactless credit cards, issued by the major card brands. All credit card transactions that originate at any MacKay parking meters are authorized using an internet-based, secure payment gateway solution provided by CreditCall Ltd. (“Payment Gateway”). When a credit card (CC) is swiped or tapped at the point of sale, the meter initially performs basic checks for card type, and expiry date, as well as checking for being on the ‘Hotlist’ file. If any of these local checks fails, the transaction is immediately declined and aborted, with an appropriate message displayed to the cardholder. If the swiped card is a valid CC, the Presented products attempt to connect to the internet wirelessly, via a cellular radio/modem, registered on the appropriate CDMA, GPRS or HSPA network. The behavior of the meter from this point forward is dependent on activation of the “hold and send” feature.

If the “hold and send” feature is NOT active, CC authorization is only possible if the meter successfully connects to the Cellular Network and establishes a secure connection to the Payment Gateway. If the Cellular Network connection is successful, the meter then establishes a secure SSLv3 socket connection, to the Payment Gateway, forwards the CC details to the Payment Gateway and waits for a response. The Payment Gateway will forward the transaction to the cardholder’s issuing bank, through the merchant’s processor which will either authorize or decline the transaction. The response is passed back to the meter by the Payment Gateway. If the CC transaction is authorized, the cardholder is provided a confirmation of payment on the screen by the award of parking time on the meter. An appropriate message is displayed if the credit card is declined.



**Figure 9 - Card Reader, Coin Slot and Contactless Card payment options**

If the “hold and send” feature is active, the meter behavior is similar to what is described above; however, if the time to establish the Cellular Network connection or connecting to the Payment Gateway exceeds a programmable period of time, the CC transaction will be accepted by the meter without authorization. In this circumstance the cardholder is provided a confirmation of payment on the screen, by the award of parking time on the meter. The meter will continue to attempt to make a network/gateway connection to authorize this transaction for a programmable period of time. If any attempt is successful, the CC transaction gets authorized or declined in the usual fashion. If no attempt made in that period was successful, the meter will hold the transaction until the next established network connection. Parking time awarded to a cardholder is never taken away or removed in the event that the CC transaction is subsequently declined. The number of credit card transactions that can be accepted and held by the meter at any given time is programmable via the Sentinel™ MMS, with the maximum limit set at 15 transactions.

The card payment slot restricts the width and thickness of the card being inserted to that of a standard sized credit or debit card. Also, the card payment slot is purposely narrowed to restrict the insertion of coins and similar such items. Card insertion with the magnetic stripe orientated in the incorrect orientation cannot be easily done because the raised embossing of the credit card acts as an obstruction to the card slot.

The card slot can be setup to accept VISA, MasterCard, American Express, Discover and Diner’s Club cards depending upon what the City chooses.



#### 1.4.8 Additional Payment Option – EMV Contactless Card Reader (Optional)

As it relates to EMV, the mkBEacon™ meter offers a contactless credit card reader that meets the EMV L1 and L2 Certifications. The card reader supports all layers of ISO14443 Type A&B communication scheme and ISO18092 NFCIP-1 standards. It is EMV compliant and supports contactless payment applications with the following: Visa® payWave, MasterCard® PayPass™, American Express® ExpressPay®, Discover® Network Zip as well as other forms of NFC payment including ApplePay and Android Pay.

**Figure 10 - mkBeacon with contactless payment (Apple Pay) accepted**



#### 1.4.9 MacKay's Cellular Technology

The cellular modem devices proposed for use with MacKay's wireless solutions are the 'MTSMC' series Socket Modem devices manufactured by Multi-Tech Systems Inc. These are fully modular approved, high performance, low power 'Data Only' devices ideally suited for 'machine-to-machine' applications such as on-street parking. The MTSMC devices available offer 4G-LTE as well as 2G or 3G, GSM or CDMA data performance. All MTSMC Socket Modem series devices are end to end carrier certified/approved as an end use device. All models in this 'MTSMC' series of Socket Modems share the same hardware footprint, allowing MacKay to offer its customers cellular radio solutions covering all major cellular networks/frequency bands.

A handheld signal strength device can be used prior to installation to determine the best cellular carrier in the area and the modem can then be setup for that carrier.

#### 1.4.10 Switching Network Technologies with the mkBeacon™

The modular design of the quick-release radio-drawer used in the mkBeacon™ parking meter allows it to be easily replaced with an alternative radio if the existing radio type is not effective in that area of the City or if it needs to be serviced. The radio-drawer design allows alternative wireless solutions, including HSPA, EVDO, and LTE to be supported without the need to replace the entire parking meter and incurring the added expense a full replacement would entail.

The radio assembly is located near the top of the mkBeacon™ meter. By simply turning the locking pins (thumb screws – one on each side) 90 degrees counter clockwise will unlock the compartment. The pins will come loose but will stay attached to the assembly. At this point the communications module can be pulled out and replaced with any alternative wireless communications module. No





special tools and no need to replace anything more than the communications module of the mkBeacon™.



**Figure 11 - mkBeacon communications module - easily removed and replaced**

#### **1.4.11 Operating System and Meter Interface**

The mkBeacon meter includes MacKay proprietary operating system that allows it to operate as efficiently as it does. The meter has a number of interfaces that are externally accessible when the meter is in its closed and locked position. The interfaces available are the 4 - 6, large buttons, placed next to the front display and the payment slots/surfaces (1-coin slot, 1-card slot, and 1-contactless card “tap” surface). The buttons, are fully sealed, ‘Piezo’ type, and feature permanent label markings. Buttons were chosen to be user-friendly with ADA considerations in mind.

The Piezo style buttons or 6 Button Pad feature no moving parts and can only be activated by physically pressing the button. Piezo type buttons were chosen over capacitive style buttons, because they don’t rely on the ‘skin effect’ from a user’s finger to work, and they don’t false trigger, or become desensitized over time.

The coin payment slot is used to make cash payment at the meters. In addition, the coin slot also acts as the interface for PMRs using a PDT handheld device whereby a narrow RF probe inserts into the coin slot to initiate data transfer with the meter.



**Figure 12 - mkBeacon Piezo control buttons (shown on 2-Bay mkBeacon monitoring 2 spaces)**



The meter button functions differ depending on the mode of use, 'USER' mode or 'MAINTENANCE' mode.

In 'USER' mode, the UP or DOWN arrows are used by the public to select the amount of parking time desired, where pressing the UP arrow will increase or Add (+) park time up to the MAX park time allowed and the DOWN arrow will decrease or Subtract (-) park time to the MIN purchase amount. Once the MAX park time allowed or the MIN purchase amounts are displayed, a subsequent press of the same button will display the MIN purchase amount or the MAX park time allowed respectively. Once the desired amount of park time is displayed the user can either press the GREEN 'Checkmark' button to confirm the amount or press the 'X' button to cancel the transaction, and start over. If no buttons are pressed for a programmable period of time, any initiated transaction will automatically be cancelled and the meter will revert back to its idle state.

Confirmation of a card transaction by pressing the 'Checkmark' button is followed by a swipe of a credit card, insertion of a smart parking card or TAP of a contactless credit card at the contactless payment area. Alternatively, the meter can be configured to allow the presentation of any card to act as the confirmation, (swipe/tap to confirm) where after the desired amount of time has been selected, the user can simply swipe a credit card, insert a smart parking card or TAP a contactless credit card at the contactless payment area, without the need to press the 'Checkmark' button.

#### 1.4.12 Collection Card

The collection card, when inserted into the mkBeacon card slot, resets the audit report and notifies Sentinel that the coin box is being removed / emptied.



Figure 13 - The Front and Back of a mkBeacon Collection Card

The collection staff member inserts the card as instructed and then empties the coin vault. All audits are then available on Sentinel MMS.



*Note: If the collection staff member neglects to use the card, the mkBeacon continues to add new coins to the previous audit. The next time card is used the audit resets then and the audit file reflects the coins from two collection periods.*

#### **1.4.13 Maintenance Card**

The maintenance card allows a staff member to access a menu of options on the mkBeacon.



**Figure 14 - The Front and Back of the mkBeacon Maintenance Card**

*The options include:*

Quick Test – diagnostic screens showing meter information, radio status, battery voltages, coin chute status and electronic status. Quick test does not change the time on the meter when it is run.

Radio Test – powers up the radio and connects to the central server to verify the radio is operating properly.

Collection - same as using the collection card

Lamp Test - restarts the meter and checks for updates. Any time on meter is lost.

Force Offline – Stops the meter from accept payment. No time can be added.

Clear Offline - Returns the meter to active from “Force Offline”

Clear Time – removes time from the meter back to zero.

Add Time – Allows the staff member to add time to the meter

Enter Test mode – puts the meter into test mode where payment can be tested and time added to the meter.

Try Payment Input – allows the staff member to test all payment devices without any payment going through or time added to the meter.

Adjust Contrast – Allows the maintenance staff to adjust the contrast on the display.

#### **1.4.14 M Series Lock Assembly and Optional Medeco NexGen Electronic Locks**

The mkBeacon™ meter typically ships with a lock assembly that includes, amongst other pieces, a MacKay Plus Series (M Series) lock. MacKay housings can be outfitted with an optional Medeco Electronic Lock if applicable.





#### 1.4.15 M Series Lock and Optional Medeco Electronic Locks

The mkBeacon™ meter typically ships with a lock assembly that includes, amongst other pieces, a MacKay Plus Series (M Series) lock. MacKay housings can be outfitted with an optional Medeco Electronic Lock if applicable (pricing is extra and can be found in the spare parts list).

The Medeco electronic Cam Locks are an ideal for loss and liability management. The cylinder requires no wiring to the door and is powered by the Medeco rechargeable key (sold separately). The cylinder is designed for interior and exterior use with an operating temperature rating of -40 degrees Fahrenheit to 140 degrees Fahrenheit. Flexible authorization, auditing of use and quick retrofit to existing hardware are all in one convenient package.



Figure 15 - Medeco Electronic Lock cam

#### 1.4.16 Mobile Payment

MacKay provides several fully integrated solutions for accepting mobile payment. Rather than build a single, proprietary application that only works with our equipment, MacKay developed an API interface that works with most mobile payment applications present today. This way, the City can choose the mobile payment application that best fits their needs. For single or 2-Bay space meters, mobile payment allows the user to pay for a specific space that is denoted by a space number on the meter or post. The user enters the space number, pays for the desired amount of time and leaves. The transaction is communicated to MacKay's servers where the transaction is recorded as a mobile payment in Sentinel. The time is simultaneously sent to the meter (optional functionality) so that the time show on the meter. If the City chooses not to display the time on the meter, then the transaction data is typically sent to an enforcement application that the enforcement officer can access remotely.

This integrated solution all takes place in just seconds with a proven latency of under 60 seconds 95% of the time and under 2 minutes 99% of the time ensuring mobile payment users are not ticketed after using mobile payment.



MacKay currently supports the following mobile payment solutions:

- **Passport Labs**
- ParkMobile
- Pay by Phone
- MacKay Pay
- And others



#### 1.4.17 MKH4000 HIGH SECURITY HOUSING (ONLY VAULT REQUIRED)

The MacKay MKH4000 features a precision- machined meter housing constructed entirely of durable ductile iron with a tensile strength of 65,000 PSI. The housing has a special tapered design for increased strength and security. The MKH4000 includes our largest vault in a tough wrinkle finish with an extended coin can. The coin canister holds up \$100 in mixed U.S. coins. For complete specifications and details, please see the MKH4000 brochure in the Appendix.

**Note:** only the vault portion of the MKH4000 is used with mkBeacon meters as the mkBeacon is built with its own upper housing that fits onto the vault.



Figure 16 - MKH4000 High Security Housing vault



# MK BEACON<sup>TM</sup>



## MKBEACON<sup>TM</sup> 2-Bay Meter



### Key features:

- Supports single-space or multi-bay parking.
- EMV compliant, PA-DSS certified and FCC approved.
- Accepts coins, credit cards, contactless credit cards and smart cards.
- MacKay's patented SmartChute<sup>TM</sup> coin validation technology.
- Green Technology - High efficiency solar panel providing long-lasting power to a single, rechargeable battery pack.
- Runs entirely on renewable energy.
- Superior design for serviceability providing quick access to components for on-street maintenance.
- Large high contrast graphics display.
- Bright, front and rear enforcement LEDs can be easily seen from passing enforcement vehicles.
- Powerful off-site monitoring capabilities using Sentinel<sup>TM</sup> Meter Management System. Monitor your equipment remotely, generate reports, and receive alerts, no matter where you are.
- Fits into existing housings or ships with new vault and coin can ready for the street.
- Manufactured under stringent ISO 9001:2008 certified quality process.
- MacKay Meters backs its product lines with a solid warranty based on the confidence in the quality of its products.

<over for specifications>

[www.mackaymeters.com](http://www.mackaymeters.com)





## SPECIFICATIONS

### General Specifications

- Compatible with all MacKay mechanism housings and many competitor's housings.
- Manufactured under ISO 9001:2008 certified quality processes.
- Designed to work under extreme environmental conditions.
- Operating temperature range:  
-22°F (-30°C) to 176°F (80°C).

### Power Source Details

- High efficiency, solar recharged, lithium-ion battery pack.
- Battery pack is easy to replace on-street without the use of tools.

### Keypad & Human Interface Details

- Sealed weather proof buttons for selecting menu items.
- Standard buttons include an up arrow, down arrow, "✓" for accept and "X" for cancel.
- Audible feedback with all button presses.

### Front Graphical Display



- High contrast and high visibility Liquid Crystal Display (LCD) and Light Emitting Diode (LED) backlight technologies.
- LCD has fully programmable displays and LED back light for effective night-time operation.
- Large 4.25" (108 mm) display.
- Client controlled customizable screens that can be sent remotely using Sentinel™ Meter Management System (MMS)

### Front and Rear LEDs

- Dual colour (Red/Green) Super Bright LED's on both front and rear.
- Flashing LED visible at distance of 80 feet (24 meters) at night.

### Communication and Data Transfer

- Supports multiple secure interfaces for communication including:
  - Wireless cellular radio 3G and 4G cellular (HSPA, EVDO, LTE)
  - X-Key programming port
  - Future Expansions

### LED Night Light

- Bright LED provides light for the buttons and payment options during dark hours.

### Coin Payment

- Patented SmartChute™ coin discriminator proven in hundreds of thousands of meters worldwide.
- 3-coil design provides accurate coin reads and long life.
- Straight-drop/clear view coin chute allows for superior detection and removal of foreign objects.
- Coin chute is easily and quickly replaced/ serviced in the field without the need for special tools.
- Coin chute calibration or chute training is not required.
- Sorts up to 16 different coin/token signatures and uses a single stainless steel entrance slot.
- Can be programmed to detect non-metallic jams such as paper/gum.
- Validates and discriminates coins electronically by two different coil sensors/methods.
- Invalid coin indicator on display.

### Credit Card and Smart Card Payment

- Single card slot for both credit card and smart card payment.
- Card reader rated at 50,000 insertions and is easily and quickly replaced / serviced in the field without special tools.
- Real time credit card authorization through cellular communications.
- PA-DSS validated.
- Angled insertion design to prevent water ingress.
- Programmable<sup>2</sup> to support numerous ISO7816 compliant smart card payment technologies including:
  - Microprocessor cards
  - Reloadable stored value memory cards
  - Other custom card payment schemes

### Contactless Payment

- compact module easily serviced/replaced
- EMV compliant reader supports contactless payment applications with the following: Visa® payWave, MasterCard® PayPass™, American Express® ExpressPay®, Discover® Network Zip.
- EMV Certified by major card associations, FCC/CE Certified Class B

### On-Street Serviceability

- Easy on-street replacement of cellular modem, coin chute, card reader, batteries, contactless reader, and solar panel.

### Transaction Data

- All operational, maintenance and financial data is sent wirelessly to Sentinel™ MMS.



### Programmable Features

- Highly flexible rate/tariff/max-time structure including:
  - Up to sixteen (16) defined rates with defined max time for each.
  - Standard rate operation.
  - Time-of day rate/max time control.
  - Day-of-week rate/max time control.
  - Day-of-year rate/max time control.
  - Progressive/regressive tariffs.
  - Cumulative grace.

### Meter Management System Features

- Remote programming and monitoring using Sentinel™ MMS.
- Meter revenue audit including credit cards by type, individualized coin counts, plus total invalid coin count.
- Separate time-stamped transaction (coin/card) and maintenance logs for ticket adjudication.
- Transaction log stores time-stamped data for the coin and card transactions.
- Maintenance log stores time-stamped data for the all maintenance events.
- Swapping/moving meters within a meter system.
- Audit disable for coin/card check during:
  - Maintenance/testing.
  - Time/rate programming.
  - Meter maintenance.
  - Meter/post inventory.
- Password protected - user and group level security features.

### Warranty

J.J. MacKay Canada Limited, the manufacturer, guarantees for a period of one year from the date of shipment against defects in workmanship and/or materials.

### Contact your local representative for further information.



Easy Access for On-Street Servicing

[1] Certain restrictions and/or costs may apply.



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Fax (902) 752-4889  
Email customer.service@mackaymeters.com  
Web www.mackaymeters.com

### Sales Office:





## 1.5 DELIVERABLES - THE MACKAY TANGO™ PAYSTATION

**Figure 17 – MacKay TANGO™ with optional alpha-numeric keypad for Pay by Plate**

The Tango allows for tailor-made parking programs. System modes include:

**Pay and Display:** In this mode, a customer purchases parking time and receives a printed ticket indicating the ticket expiry time, which is then placed and displayed on the paying customer's car dashboard.



**Pay by Space:** In this mode, a customer enters a space number into the meter corresponding to the location of their parked vehicle, and then makes payment appropriate to their desired parking time. The space manager in the Tango or in a remote space manager server keeps track of paid and expired spaces. There is no need to return to one's vehicle.

**Pay by Plate:** In this mode, a customer enters their license plate number into the meter. The space manager keeps track of paid and expired plates. Enforcement officers can check at the Tango or online at a secure enforcement database for paid license plate numbers.

POWER OPTIONS
Solar power operation
Battery is commercially available
Battery life exceeds 100 transactions per day under battery only operation and lasts at least 14 days without recharging. Life expectancy of 3 – 5 years under normal usage.
18 Ah or 40 Ah battery acts as the main power source and is charged via the solar panel
Temperature operating range of the battery is -20°C to 50°C (-4°F to 122°F) charge, -30°C to 60°C (-22°F to 140°F) discharge
Battery voltage/amps can be checked externally without opening the meter
Battery voltage/amps can to be checked remotely
Low battery is treated as a remote alarm function
Battery is stored independent of all other meter components (lower service cabinet)
The battery can be exchanged in less than one minute without special tools



Flash Memory, clock, configuration, etc. re-sync with a central server when power is restored, thus eliminating the need for a second battery.

### 1.5.1 Power

The Tango is powered by a commercially available 40 Ah rechargeable battery that is continually charged by a large integrated solar panel on the top of the unit. The Tango can remain power-neutral for a normal days usage with approximately 2 – 3 hours of sunlight. The typical estimated life expectancy of the Tango's rechargeable battery is approximately three to five years. The battery life of the Tango is maximised using its proprietary software and hardware battery life conservation tools which manage the power consumption of the meter during the battery operational life cycle. Should the battery charge get low, an alert will be sent to the meter management system (Sentinel) to allow maintenance to swap the battery and manually charge it for use in another unit.



**Figure 18 - Integrated solar panel on the top of the MacKay Tango™**

A second battery is not used nor is it required in the Tango. The Tango retains the audit and calendar information as well as other operational log files in non-volatile Flash memory that is retained even when power is removed, or the main battery goes completely dead. This type of memory is reprogrammable and as such, it does not need to be physically removed to effect new tariff structures or other configuration changes. When power is restored to the Tango, communications with the host server is established through the wireless modem and the clock and calendar are automatically updated.

HOUSING AND EXTERNAL SECURITY
Cabinet is made of high strength, 9-gauge stainless steel
Paint is powder coat - vandal and weather resistant
Custom colors are available. Standard colors are black and grey tones.
All doors and openings are equipped with rubber seals to prevent water ingress
Cabinet meets ADA & OADA Standards for handicapped access
Bolts, meter to pedestal and anchors are internal
Meter has 9 locking points on the vault door and is extremely vandal resistant
Locks are flush mounted and hidden
Locks have anti-drill protection
MacKay uses Medeco High security locks on the Tango



Choice of Cabinet is available as being one or two-piece construction, typical production is two-piece construction to meet Union rules for civil employees' lifting/weight restrictions. Ease of maintenance and/or storage requirements.

### 1.5.2 Cabinet Security

The Tango's cabinet and doors are made of welded reinforced Grade 304-2B, 9 gauge stainless steel which is extremely hard and it is both difficult and time consuming to cut and drill through, requiring industrial grade cutting tools. Such a cutting/drilling vandal attack would be both time consuming and extremely noisy.

**Figure 19 - The MacKay Tango™ pay station with optional contactless card payment**

The Tango is protected from theft of coins, data and internal components as it is secured by high-security Medeco locks with anti-drill protection. Each vault door can be outfitted with an optional Medeco Electronic Lock if applicable (pricing is extra and can be found in the spare parts list).

Each of the two (2) external door access locks on the Tango is hidden and protected by a stainless steel, lock shutter mechanism intended to resist drilling and/or malicious vandalism by the insertion of foreign objects. The shutters also provide the locks protection from the natural elements.

The Tango was designed with resistance to vandalism and burglary attack in mind. Each access door is mounted to ensure a tight fit, resisting forced entry by the use of prying devices. The Tango's design is such that there are three distinct compartments, each separated by heavy steel. The cash box is located in the center of a double walled, cash vault compartment. Access to the cash vault is not possible from the open upper service cabinet, or the open lower service space.

Other standard security features of the Tango include:

- The upper cabinet door locking mechanism is made of a 3/16" thick stainless steel bar establishing three (3) separate locking points with the main door. A high security Medeco key is used to actuate the locking mechanism. The possibility of key breakage is very low. The locking mechanism is designed to be locked by default so any intrusion is minimized in the case of a lock failure or malfunction. This locking system allows access to the upper cabinet for maintenance purposes and replenishment of tickets. Keys for this cabinet should be

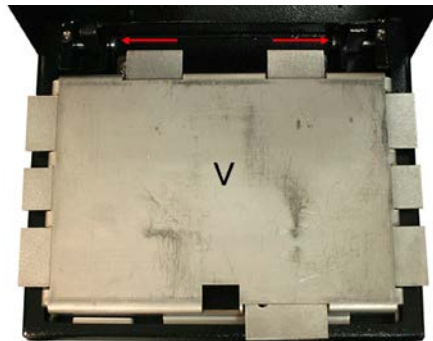






assigned only to technical and/or maintenance personnel. Access to the cash vault is not possible from inside the upper cabinet.

- The vault door locking mechanism is made of four (4) 10-gauge, stainless steel, slide bars offering a total of nine (9) locking points distributed on all four sides of the door, which has both an inner and outer steel wall and is equipped with a high security Medeco lock or optional Medeco XT electronic lock. This locking system allows access only to the cash vault for cash box removal/replacement. Keys should be assigned only to the collection personnel. The collection vault keys do not allow access to the cash box contents.
- The vault door in front of the cash vault is a double walled door. As well, the upper cabinet and vault doors are equipped with switches allowing detection of any opening of the vault door. If a change in the switch status is detected (i.e. opened or closed), and the presence or absence of the cash box, the Tango will send an alert message to the Sentinel™ MMS providing notification whenever these events happen (i.e. during collection or maintenance).



**Figure 20 – Cash Vault Door Showing Locking Points**

Vandalized door locks will not normally need to be drilled out to effect repair or replacement, as the Tango features an innovative vault door removal and replacement method, which can be carried out with access to the upper maintenance area, and specialized training in the procedure and use of special MacKay tools provided for this purpose.

### **1.5.3 Colour and Appearance**

The overall dimensions of the Tango are 53.5 inches (1359 mm) in height, 12.4 inches (315 mm) in width and 13.75 inches (349 mm) in depth. The Tango is made of stainless steel and is coated with a high quality Powder coat and baked on painting process, which is resistant to scratches and will not rust. The standard color is black but can be painted in most any color. The marking of each machine includes an international parking symbol installed on both the left and right hand side of each Tango. These are high quality vinyl signs measuring approximately 6.75" in diameter and are 0.009" thick. Each vinyl sign consists of a white or silver reflective letter "P" on a blue background.

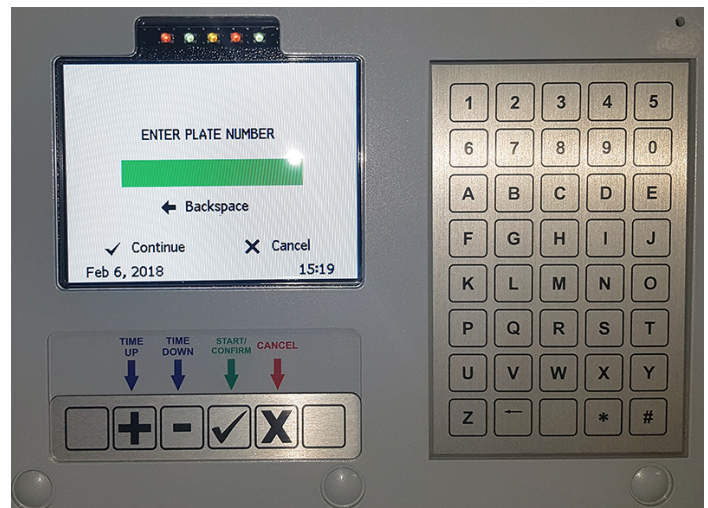



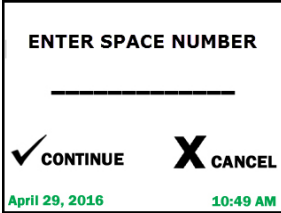
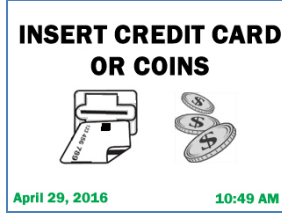


FACE PLATE COMPONENTS
Screen is protected by a 6.35mm thick MR10 Lexan cover
Meter has a weather resistant, Piezo style alpha-numeric keypad and similar 4-6 button selection keypad
Keypad activation has optional audible indication
Keypad activates the meter when in "sleep" mode
Card reader is flush mounted with no external parts – user maintains access to their card at all times
Receipt/ticket slot is protected from vandalism, weather, etc. with a specially designed metal chute

#### 1.5.4 Display Keypad and Alpha-Numeric Keypad

The Tango includes 2 keypads: a 6 button keypad for selecting options on the screen and an alphanumeric keypad for entering license plate numbers (standard keypad but can be removed for Pay and Display machine). The keypads are both weather-resistant Piezo style keypads that meet ADA standards for press and distance above the ground. The pressing of each button provides an audible feedback confirmation and is designed for 3 – 5 years of use in all local weather conditions. The keypads can be replaced in less than 2 minutes should they become damaged. Sentinel MMS is alerted if the Tango detects a keypad error.



INSTRUCTIONAL SCREEN DISPLAY		
		
Sample display screens		
Display is a high quality, full color ¼ VGA display. Display resolution is 320 x 240 pixels		
Provide up to 8 lines of text with up to 32 characters per line		
Current time & date is shown at start up		
Display can identify time increments (i.e. by minute or hours) or money increments		
Display can identify the expiry time & date before purchase		
Display can indicate "Coin Only" or "Credit Card Only" if other payment is disabled		
Maintenance message can be displayed on the screen in a diagnostic mode		
Pressing any key/button brings the meter out of "sleep" mode		

### 1.5.5 Display Screen

The Tango has a large ¼ VGA (4.5" wide x 3.5" high viewing area) color graphics LCD with a built-in LED backlight. The display provides for contrast adjustment, and has high-visibility and legibility even in bright sunlight conditions. The display is orientated in landscape view, and has 320 x 240 RGB pixels (256K display colors) allowing for both graphics and text in a wide variety of sizes to be possible.

The display features include an anti-glare surface treatment making viewing in direct sunlight easier. In order for characters or graphics to be visible, the LED backlight is active whenever the display is on. The display is protected by a high-quality, ¼" thick, clear Lexan® polycarbonate cover which has a UV inhibitor additive to extend the life of the Lexan, and to allow for clear, unhindered viewing of the front display.

**Figure 21 - Color display on the Tango**



The protective covers used on the Tango has an added UV inhibitor called Margard which extends the life of the covers, reduces premature yellowing, and helps protect the Lexan from breakdown due to exposure to strong UV rays.

Condensation build-up inside the meter can be minimized by ensuring that there is some air circulation possible within the upper cabinet, that the machine is level / vertical allowing water that



may have collected in the cabinet following maintenance carried out during any rainy conditions, to drain properly from the interior cabinet, through drain holes provided in the bottom of the cabinet for this purpose. Where possible, interior walls of the top half of the Tango are covered with a silver-backed bubble layer, providing some insulation against both hot and cold extremes.

The Tango's display supports multiple languages and can be selected at the start of a transaction.

### 1.5.6 Sample Transaction Process

The customer interface is communicated through the display screen and can be customized to the clients needs. Typically, the process starts by “waking” the machine with a press of the Start/Checkmark button. That will prompt the user to enter their license plate number (in a pay by plate configuration) or space number (in a pay by space configuration). Pay and display configurations skip this step. Next, if the user wants to pay by credit card, they can select the amount of time they wish to purchase using the “+” or “-” keys. The machine defaults to the minimum purchase if they don't select an amount of time. Next, the user either inserts their credit card or coins if they want to pay with coins and confirms the purchase with the checkmark. The machine will authorize the transaction and provide a receipt to the user. The plate or space number is then communicated to the enforcement server along with the transaction information.

#### How do I pay for parking? 5 easy steps...

**1. Press Checkmark to Start**



**2. Enter Your License Plate Number Then Press Checkmark**



**3. If Card Payment: Enter Length of Stay Using + or - Keys**



**4. Insert Payment: Coins or Cards**



**5. Take your Receipt**

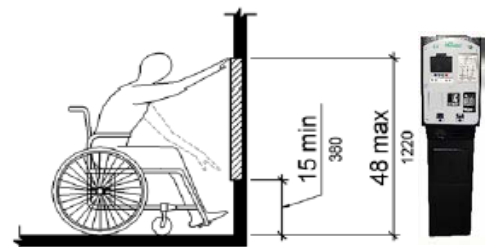



Note: The display screen communicating the transaction process can be customized to the City's requirements.

### 1.5.7 ADA COMPLIANT

The MacKay TANGO™ multi-space pay station is compliant with the American with Disabilities Act (ADA).

- Pay station alpha-numeric keypad maximum (top) is below 48” above the base of the unit
- Pay station main controls / keypad is 43” above the base of the unit
- The force required to activate operable parts is less than 5 pounds (22.2 N).



PRINT TECHNOLOGY	
	Thermal printer with paper roll
Uses thermal print technology	
Life cycle expectations of the print head are no less than 20 million-character lines and 50km of paper	
Print technology uses blank ticket stock in rolls of 1000 feet	
Width of the paper stock is 2.24"	
Tickets are separated by a self-sharpening cutter	
Ticket stock can be replaced within 60 seconds	
Ticket stock is heat, fade and curl resistant	
Meter provides for an optional receipt portion on a ticket	
Printer jam will cause a remote alarm	
Operational temperature extremes for printer operation are between -30°C to 70°C	

### 1.5.8 Printer Solution

The Tango uses a thermal printer so there is no requirement for ink. The printer is robust and will work reliably with any paper that meets the minimum paper standards recommended by the printer manufacturer. The Tango can be configured to either issue a receipt or not.

### 1.5.9 Receipt (Transaction Record)

The receipt paper width is 2.24" (57mm) and must have a maximum thickness of 0.025" (0.65mm). Two standard length tickets (3" and 4") are currently offered on the Tango and custom lengths are supported. The MacKay paper is a thermal paper that will provide a constant high quality of printing on each ticket.

The number of tickets possible from a roll of paper is determined by the size of the tickets. As would be expected, the smaller the ticket/receipt, the larger the number of tickets possible in a given roll. The paper used in the Tango is supplied in boxes of 5 rolls of 8 inches diameter. The Tango ticket issuance system has the capacity to store up to 4,500 tickets based on an 8" (203 mm) roll and a




2.5" ticket (a non-standard length), up to 4,000 tickets with a standard 3" ticket, or up to 3,000 tickets with a standard 4" ticket (used for credit card enabled Tango machines).

Editing of the details of the printed ticket is done using the PC based Ticket Editor Module. Machines must be configured according to the ticket selection.

The default information that can be found on the ticket is listed below and is illustrated in the sample tickets and credit card receipt shown above. Other customizations to meet specific customer needs are possible.

<ul style="list-style-type: none"> <li>• Operator and or site name</li> <li>• Machine ID</li> <li>• Expiry time</li> <li>• Expiry date</li> <li>• Amount paid for parking</li> </ul>	<ul style="list-style-type: none"> <li>• Parking stall number</li> <li>• Time of transaction</li> <li>• Date of transaction</li> <li>• Credit card number (last 4 digits)</li> <li>• Sequence number produced by the machine with each transaction</li> </ul>
--	---

PAYMENT OPTION – COIN ACCEPTANCE	
	MacKay's Coin SmartChute™
Able to program up to 16 different denominations of coins and tokens	
Any US coins can be accepted; client choice	
Types of currency and denominations are distinguished electronically	
Coin acceptor uses optical sensors to detect fraud	
All excess coins are channeled to secure coin vault	
Coin jams can be cleaned quickly (10sec) without tools	
Coin acceptor is vandal resistant and weather proof	
Coin vault stores at least \$600 in quarters	
Meter comes with 2 vaults per unit. Tango coin vault or "cash box" is stainless steel and cannot be opened without a separate key once removed from the pay station. There is a locked/unlocked indicator on the top cover.	
Tokens can be acceptable at the same time as coins if supported	





### 1.5.10 Coin Chute

MacKay's SmartChute™ coin chute has five individual sensors. There are three inductive type coil sensors. Metallic objects of sufficient size/density will be detected by any of these three sensors. Each sensor can be used by the meter to serve two roles: coin insertion and validation, and metallic object jam detection. All valid North American coins currently in circulation have specific metallic properties and as such, an inductive type coil sensor is the logical choice for coin insertion detection/activation. Also, fogging or build-up of water, moisture, dust, dirt, or grime will not impact or affect coin insertion detection in these types of sensors



**Figure 22 - Easy access to yellow Smartchute™ that can be cleaned or replaced in seconds. Same as coin chute in most MacKay single space meters.**

In addition to the previous three sensors, there are two optical IR sensors in the SmartChute that are used to detect the presence of opaque objects (both metallic and non-metallic). A sensor that can detect non-metallic objects is ideal for detecting jams consisting of commonly inserted junk such as pop-can tabs, paper, cotton balls, plastic stir sticks, Popsicle sticks, and tooth picks. These two IR sensors, can be configured to be ON/OFF to conserve battery power. The first IR sensor is placed at the coin chute entrance, located in behind the coin slot. This sensor is placed in the center of the inductive type proximity coils, allowing both metallic and non-metallic objects to be detected at the coin entrance. To help reduce “coin fishing”, a second IR sensor has been placed in the upper area of the coin path located between the coin entrance and the first inductive type coil sensor. Prior to the addition of this second IR sensor, this area of the coin chute was commonly targeted by vandals to jam with paper / cotton, and then they wait for unsuspecting motorists to make futile attempts of coin payment. The inserted coins were then “fished” out after the motorist departed.

In addition to these five sensors, a series of individual “anti-pull back” flippers is located at the lower end of the coin path, strategically placed between two of the inductive coil type sensors. Valid coins inserted into the meter must travel past both of these coil sensors in order to be validated, and therefore travel in the reverse direction back up the coin path (i.e. coin on a string), is restricted by these individual flippers. Rejected coins or slugs are immediately returned in the coin return slot with no value given.



### 1.5.11 Security and Coin Collection

The Tango's cash box is a lightweight, high capacity, sealed metal unit, featuring a high-security Medeco cam lock, easy to use color coded 'GO/NOGO' reset indicators and activation/installation features for cash collections staff, as well as other security/anti-tamper features. An audit ticket is printed by the Tango whenever the cash box is removed from the machine, and in addition the Tango will transmit the collection information to the Sentinel™ MMS.




**Figure 23 - Locked cash box from Tango**

The coin canister is 4.1 L in capacity and can hold about \$600 in quarters.

PAYMENT OPTION – CREDIT CARDS
Can accept Visa, MasterCard, American Express, Discover, and Diner's Club credit cards (client choice)
The credit card type is configurable through software by owner
Typical transaction with real-time authorization is about 7-10 seconds with good communication signal
Credit Card process is certified PCI/PADSS
Card acceptance can be configured to limit times used per time period.

### 1.5.12 Credit Cards

The Tango uses a single slot, dual mode card reader that captures magnetic stripe (ISO 7810) credit card data and provides an ISO 7816 interface for smart card acceptance.

PAYMENT OPTION – CREDIT CARDS

Card reader with optional instruction / card acceptance stickers
Can accept Visa, MasterCard, American Express, Discover, and Diner's Club credit cards (client choice)
The credit card type is configurable through software by owner
Typical transaction with real-time authorization is about 7-10 seconds with good communication signal
Credit Card process is certified PCI/PADSS



Card acceptance can be configured to limit times used per time period.

#### 1.5.13 Additional Payment Option – EMV Contactless Card Reader (Optional)

As it relates to EMV, the Tango™ meter offers a contactless credit card reader that meets the EMV L1 and L2 Certifications. The card reader supports all layers of ISO14443 Type A&B communication scheme and ISO18092 NFCIP-1 standards. It is EMV compliant and supports contactless payment applications with the following: Visa® payWave, MasterCard® PayPass™, American Express® ExpressPay®, Discover® Network Zip as well as other forms of NFC payment including ApplePay and Android Pay. MacKay has just recently updated all of the Pay Stations in San Francisco, to accept all contactless credit cards, and also ApplePay.



If the card readers are disabled for any reason, an alert is immediately sent to the back office and the pay station continues to operate but accepting coins only. A message is displayed on the screen outlining the accepted payment.

#### 1.5.14 Mobile Payment – Pay Stations

For pay stations, mobile payment allows the user to pay for a specific space number or license plate number, depending on how the City wishes to enforce. In Pay by Plate mode, the user simply enters their license plate number, pays for the amount of time they want and leaves. In pay by space mode, the user enters the space number their vehicle is parked in (space is marked with a space number), pays for the desired amount of time and leaves. Either way, the transaction is communicated to MacKay's servers where the transaction is recorded as a mobile payment in Sentinel. The time is simultaneously sent to an enforcement application that the enforcement officer can access remotely. That can either be MacKay's enforcement solution in Sentinel or, more likely, an integrated third-party application.

This integrated solution all takes place in just seconds with a proven latency of under 60 seconds 95% of the time and under 2 minutes 99% of the time ensuring mobile payment users are not ticketed after using mobile payment.

MacKay currently supports the following mobile payment solutions:

- **Passport Labs**
- **ParkMobile**





- Pay by Phone
- MacKay Pay
- And others

PROGRAMMABLE FUNCTIONS
Programming functions can be performed remotely
Programming functions are supported with multi-level security
All programming functions are retained in a log file
Tickets are fully customizable
Meter rates are programmable both remotely and at the meter
Different rates can be assigned to different time periods

COMMUNICATING, REPORTING, ALARMS AND MONITORING
Cellular modem for wireless communications
System uses either a 4G / 5G upgradable cellular modem. Supports the telecommunications provider of choice (ie AT&T, T Mobile, Verizon, etc.)
Audit and Transaction reports are available at the meter or remotely from Sentinel™ Meter Management System (Sentinel™ MMS) and Credit Call's WebMIS software suite (included in our monthly pricing).
An enforcement report is available at the meter or from Sentinel™ MMS
Occupancy status reports are available at the meter in pay by space mode or from Sentinel™ MMS
Different levels of security are available at the meter, dependent on report

OPERATIONAL SECURITY
Credit card data & communications adhere to current PCI standards
Complete card data is never retained in the meter
Coins are secured in double locked vault
Coin vaults are interchangeable between meters and made of stainless steel.
Different keys are required to remove and open the coin vault.
A hardcopy audit trail is auto generated at the meter upon coin vault removal
Removal of coin vault forces an audit trail in back office software - Sentinel™ MMS
There is an escrow system for refund of incomplete transactions
Revenue & maintenance access are separated

MAINTENANCE
Meter has self diagnostic features
The CPU is modular and easily changeable with basic tools
The CPU supports thousands of transactions in the non-volatile flash memory
Coin acceptor is modular and easily changed with basic tools
Time required to change a coin acceptor is less than one minute
Coin jams can be cleared quickly (10sec) without tools

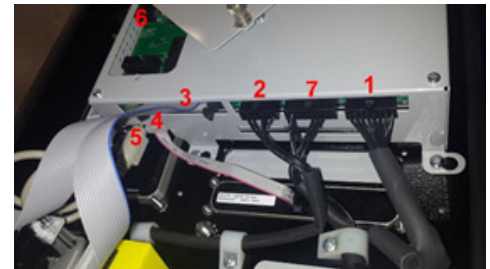
Credit card reader is modular and easily changed with basic tools
Time required to change a card reader is less than 2 minutes
Keypad is modular and easily changed with basic tools
Time required to change a keypad is less than 2 minutes
Printer is modular and easily changed with basic tools
Time required to change a printer is less than a minute
Display is modular and easily removed with basic, or no tools
Time required to change a screen display is less than 2 minutes
Connection plugs are physically different and only fit one way

### 1.5.15 Electronic Components

All electronic components are plug and play. All electronics are conformally coated / sealed for outdoor use and protected from moisture by shielding where required.

Electronic components are rated to operate from -22° F to +122° F up to 95% relative humidity.

Maintenance can be performed with only a #2 Phillips screwdriver. The battery and paper rolls are commercially available or can be purchased through MacKay.



**Figure 24 - CPU box inside the TANGO with each peripheral attachment**

### 1.5.16 OPTIONAL “BROW” LIGHT

The Tango can be fit with an optional “brow” light that can light up the faceplate during dark hours.

**Figure 25 - Faceplate of Tango with optional LED brow light installed for dark hours**





# Mackay **TANGO™**



## Mackay TANGO™



### Key features:

- High strength stainless steel keeps it secure and rust free.
- Flexible, modular design that is easy to upgrade, service and maintain.
- Powerful off-site monitoring capabilities by adding a communications kit and Sentinel™ Meter Management System. Monitor your equipment remotely, generate reports, and receive alerts, no matter where you are.
- Comprehensive and easy-to-use configuration menus.
- ADA Compliant.
- Features a large Liquid Crystal Display with back light, capable of displaying graphics.
- English? Español? Français? The multi-language capability allows users to select the language of their choice to carry out transactions.
- Optional credit card payment. Offer end users security, convenience, and reject fraudulent payment. Use MacKay's On-line Real-time Credit Card Approval feature utilizing secure PCI compliant electronic payment processes.
- MacKay Meters backs its product lines with a solid warranty based on the confidence in the quality of its products.

<over for specifications>

[www.mackaymeters.com](http://www.mackaymeters.com)



# Mackay TANGO™



## SPECIFICATIONS

### GENERAL SPECIFICATIONS

#### Environmental

- Extended operating temperature range<sup>1</sup>: -30°C (-22°F) to +50°C (+122°F)
- Humidity: Up to 95% RH (non condensing)

#### Cabinet Materials, Dimensions & Weight

- Welded reinforced Grade 304-2B stainless steel (9 gauge carbon steel equivalence)<sup>2</sup> for cabinet and doors
- Aluminium front with Lexan® display covers for the LCD screens, rate/instruction plate, LED panel and site branding display
- Overall dimensions: 1359 mm (53.5 inches) (H) x 315 mm (12.4 inches) (W) x 349mm (13.75 inches) (D)
- Weight (without battery) 72 Kg (160 lbs)

#### Power Supply Configurations/Options

- Solar powered with commercially available battery
- AC Single Phase, 110/120VAC, 50/60 Hz

#### Communication Options

- Cellular wireless technology supporting GPRS or CDMA modem<sup>3</sup>

#### Payment Systems

- Coins
- Tokens (optional)
- Credit cards utilizing secure, on-line real-time PCI compliant processes (optional)
- Mackay Smart (Chip) Cards (optional)
- Cell phone payment (optional)

#### Ticket Printing

- Thermal printer offers alphanumeric printing in various fonts and languages

### COMPONENTS

#### Display

- High contrast, color, sunlight readable, 320 x 240 pixels graphics LCD
- Viewing area 114mm (4.5 inches) x 89mm (3.5 inches)

#### Coin Acceptor

- Programmable: Accepts up to 16 coins or tokens
- 3-coil design provides accurate coin reads and long life.
- Straight drop coin chute allows for superior detection and removal of foreign objects.
- High security, stainless steel coin box that holds 4.2 L or approximately 2400 US quarters.
- Escrow and coin return holds up to 50 quarters

#### Card Reader (Optional)

- Single slot, dual mode card reader captures magnetic stripe (ISO 7810/11) credit card data, and provides an ISO 7816 interface for smart card acceptance
- EMV upgradeable

### Keypads & Buttons

- Alphanumeric keypad
- Vandal resistant and rated for resistance to impact, shock and vibration to MIL standards
- Sealed against ingress of water and dust to IP67, and designed for exposed outdoor and extreme environmental conditions
- LED accept and cancel buttons that light up.

### Printer

- Heavy-duty printer head with minimal moving parts ensuring quality, reliability and endurance
- Print life of over 20 million character lines
- Designed for high-resolution printing
- Guillotine type cutter with full or partial paper cutting options (software selectable)
- Accessible for ease of maintenance

## FEATURES

### Security

- High security locks for cash box, cash vault, and main door
- System monitored access sensors on main and vault doors and sensor detecting presence of cash box

### Audit and Statistic

- Remote monitoring of grand totals and subtotals for coins and card transactions per type
- Full or quick audit tickets are software selectable

### Maintenance

- User-friendly graphic interface tools for diagnostics, configuration and editing
- Easy access modular design

### Web-Based Hosted Sentinel™ Meter Management System

- Remotely monitor and generate audit, transaction and occupancy reports for all on-street equipment using a web browser and secure web portal
- Generates a variety of reports including grand totals and subtotals for coins and card transactions per type, which can be exported as PDF or CSV files, or imported into other applications

### Warranty

J.J. MacKay Canada Limited, the manufacturer, guarantees for a period of one year from the date of shipment against defects in workmanship and /or materials.

As our policy is one of continuous product improvement and development, we reserve the right to alter product specification and design.

Photos are representative; product appearance may differ.

[1] All MacKay Tango™ components are operational within this range. Standard sealed lead acid battery operational temperature rating is from -20C (-4F) to 50C (122F) when charging, and from -20C (-4F) to 60C (140F) when discharging.

[2] Independent laboratory tests indicate that all things being equal, a component made of 11-gauge 304-2B stainless steel, would have equal or greater tensile strength, shear strength and malleability, as compared to the same component made out of 9-gauge carbon steel.

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#### Head Office:

J.J. MacKay Canada Limited  
1342 Abercrombie Road, PO Box 338,  
New Glasgow, Nova Scotia, Canada B2H 5E3

#### Head Office customer support and technical support:

Toll free in North America: 1-888-4MACKEY (462-2529)  
Fax (902) 752-4889  
Email customer.service@mackaymeters.com  
Web www.mackaymeters.com

Phone (902) 752-5124  
Fax (902) 752-5955

#### Sales Office:



95LT0000700TANGO-v8.01/19







Figure 26 - Sentinel Login Screen

## **1.6 DELIVERABLES - SENTINEL™ METER MANAGEMENT SYSTEM**

MacKay's Sentinel™ MMS (Sentinel) with mkAnalytics™ will enable City designated staff to monitor the performance of the installed mkBeacon meters / Tango pay stations on a web enabled PC or handheld device. The current status of each machine running in the City's system will be monitored through a secure web interface allowing remote monitoring of the meters from anywhere access to the internet is available. Each machine will be configured to regularly communicate to MacKay's host server which will maintain historical information on all aspects of information occurring at the meter. The server can also be configured to transmit alerts in the form of text messages to mobile phones, increasing the ability to service the meters when the occasion arises.

Sentinel will be installed on MacKay's server, as an on-line hosted data service provided by MacKay. This hosted service is available to the City enabling access to the critical data at any time but without having the need of managing an IT department. MacKay will manage the Sentinel database server where the data collected from the meters resides. With a hosted service there is no additional burden on the City staff, or further workload to the existing network personnel or infrastructure. There is no limit to the number of users the City can setup on their Sentinel account.

Sentinel was designed around integration of third party applications to ensure tat the City can utilize the latest technologies to enhance their needs.

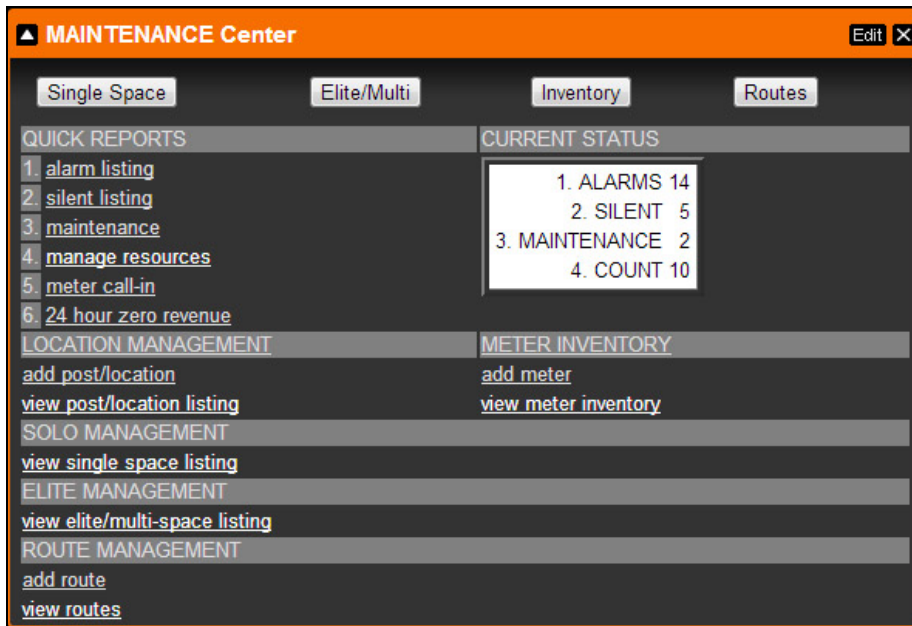


Figure 27 – Maintenance Center "Widget"

This Sentinel interface includes a login page to allow those with the correct client name, user name and password to access. Once a user logs into Sentinel, they arrive at the dashboard where the user is presented with applications or “widgets” which that user is permitted to access. Permission levels are controlled by the administrator, designated by the City. There can be more than one administrator but only administrator level can add users or modify certain elements within Sentinel.

The sentinel desktop is feature full with all permissions as administrator and limited viewing for those with lesser than admin privileges. These are set by the administrator of the system on site. All of the information from the machines is able to be drilled down upon from a number of locations not limited to the digital maps view which shows all detail from the mapped point drill down. There is an incredible amount of data with graphical charts and graphs for quick reference. Everything is exportable, printable and able to be converted to .PDF, .CSV or .XML directly from the on line program.



Figure 28 – Sentinel with mkAnalytics dashboard

Where the software is very comprehensive, for this proposal we are providing you with a segment of information. The following pages illustrate some selected screen shots and a brief narrative of certain aspects of interest of MacKay's Sentinel.

### 1.6.1 Current Alarms

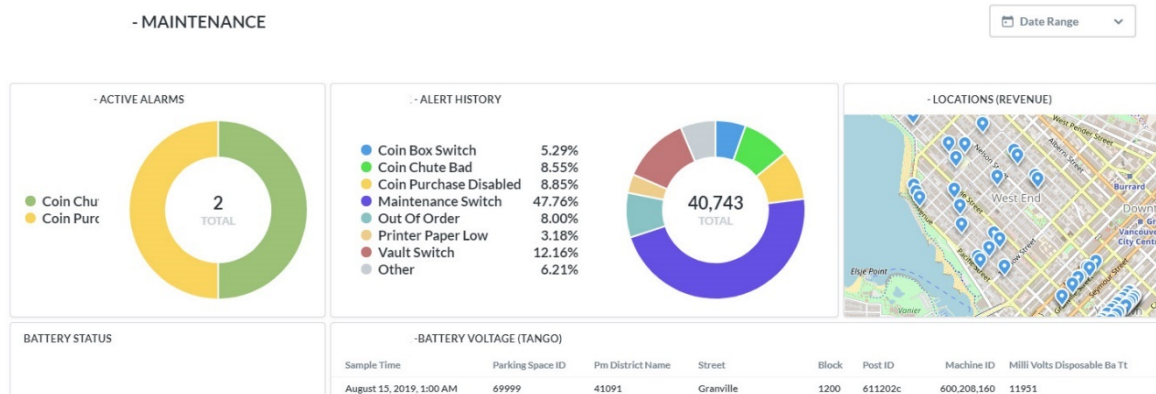


Figure 29 – Current Alarms Displayed on the mkAnalytics Dashboard

The Current Alarms application is a quick link to those meters that are experiencing problems or have issued an alert. The application shows a pie chart that compares the types of alerts received. The details link will bring you to a modified “View Meters” application and highlights the meters that are communicating alerts (or are silent because they are not communicating).



### 1.6.2 Reports in Sentinel™ MMS

The following is a list of reports that can be pulled from Sentinel™ MMS. All reports can be printed or exported to a spreadsheet or third party application. Supports .CSV, .PDF and .XML.

#### Administration Reports

- User Listing Report - a list of the user currently set up to access Sentinel™ MMS.
- User log – tracks the usage of Sentinel by user.
- Maintenance Codes Report - a list of the predefined maintenance codes for assigning maintenance
- Alert Codes Report - a list of the Alert codes and descriptions that the system monitors

#### Maintenance Reports

- Current Alarms – a list of all alerts currently sent from all meters
- Silent Meters – meters that have not communicated with Sentinel™ MMS in a certain time frame
- Meter Call-in – last time the meter called into Sentinel™ MMS
- Maintenance Report – a list of open maintenance tickets which are created when an alert requires service to be closed
- Meter inventory report – meter ID, status, group, last status change
- Alert History Report – list of all alerts at a meter
- Meter Maintenance Report – a list of maintenance performed on a specific meter
- Single Space Listing Report - a list of all the single space wireless meters and their current status
- Inventory Listing Report - a list of the entire inventory of meters - both active and inactive - for the customer
- Route Listing Report - a list of all the routes / groups / zones that the customer has set up
- Manage Resources Report - a list of the people / resources that the customer uses to assign maintenance to the meters. The report links to each person's maintenance list

#### Financial Reports

- Transaction Reports – list of all financial transactions which are defined by user criteria
- Audit Logs – List of coin and bill audits from each meter
- Coin Log – breakdown of coin types auditing
- Credit Card search – specific card search report (search partial numbers)





- Monthly Revenue Report – Summary of monthly totals
- Monthly Revenue by payment type – revenue sorted by payment type
- Occupancy Report – report compares total available time versus paid time to show occupancy
- Post History Report - a list of all post monitored by the system, their locations, and the routes / groups / zones they are included in
- Audit Log by Post # Report - Quick report to display the audit log for any unit
- Credit Card Log by Post # Report - Quick report to display the credit card log for any unit
- Coin Log by Post # Report - Quick report to display the coin log for any unit
- Daily Revenue Totals Report - Quick report for revenues from
  - Yesterday
  - This Week
  - This Month
  - This Year
- Life Time. Report includes breakdown by payment type.
- Tariff Listing Report - A list of the tariff / rate files that can be deployed to the meters and their current status
- Reconciliation Report – quickly compares credit card transactions from the meter with credit card transaction at the payment gateway to find anomalies

All reports can be narrowed down and sorted using search criteria. All data can be exported to MS Excel (.CVS format) or Adobe Acrobat (.PDF format).

### 1.6.3 Tariff Management

The Tariff management section allows the user / administrator to add new tariff files to Sentinel™ MMS which can be uploaded to one meter or to several meters.

**Figure 30 - Tariff Editor Application**

The process works like this:

Step 1 – a tariff file is created and saved

Step 2 – the tariff file is tested against a test meter to ensure it works as expected

Step 3 – the tariff file is then activated and made

The screenshot displays the 'TARIFF EDITOR - NEW TARIFF' application. It features a grid for setting rates by day (Sunday through Saturday) and time (12:00 AM to 11:59 PM). A legend on the right identifies various rate types: Rate #1 (red), Rate #2 (blue), Rate #3 (green), Rate #4 (cyan), Rate #5 (magenta), Rate #6 (light green), Rate #7 (dark blue), Rate #8 (dark purple), Low Power (yellow), Pre Pay (orange), No Park (light yellow), and No Pay (dark grey). Below the grid, there are fields for 'Tariff Type' (Guardian X Mech Tariff), 'Test Machine' (IF1 Meter #1), 'Tariff Id' (210), 'Tariff Filename' (RPSX), and 'Tariff Description' (Special Event Rate for Game Day). A 'Click to Hide Details' button is also present. At the bottom, there are tabs for 'Currency', 'Rates', 'Week Schedule', 'Event Schedule', and 'Advanced'. The 'Rates' tab is selected, showing a 'Selected Rate' dropdown set to 'Rate 2'. The configuration panel for Rate 2 includes fields for 'Rate type' (Linear), 'Enter Rate Per Hour' (10.00), 'Cost' (0.05), 'Duration' (00:00:18), 'Coin Minimum Purchase' (0.05), 'Coin Purchase Increment' (0.05), 'Card Initial Purchase Increment' (2.00), 'Card Initial Increment Count' (2), 'Card Purchase Increment' (1.00), 'Non-Cumulative Time' (00:00:00), 'Penalty' (0 Grace), 'Max Time' (0 Next Calc. ID 0), and 'Update Rate' and 'Save Tariff' buttons.



ready to deploy to the meters (locked)

Step 4 – the tariff file is then deployed to a “staging area” where the file awaits to be picked up by the meter or group of meters

Step 5 – the meter(s) checks the version of the tariff file in the staging area and downloads it if it is new

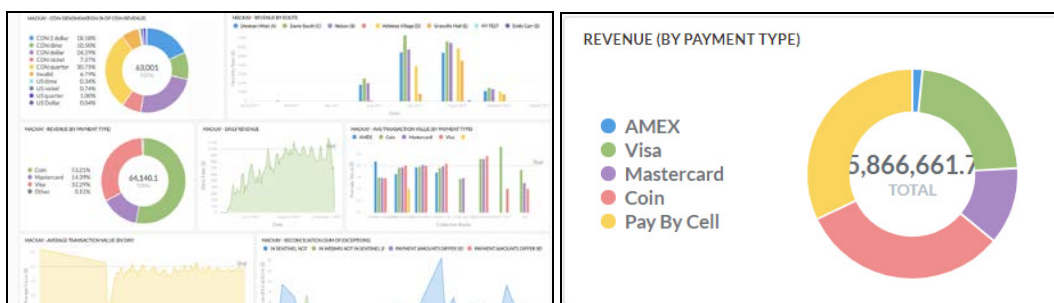
The Add Tariff application allows the user to build a new tariff file in Sentinel for either multi-space meters or single space meters. The application was designed to be user friendly; however, there are several rules that need to be followed to make sure the tariff operates correctly.

There are three distinct sections that make up the tariff editor: the weekly rate graph (which is normally colored in a single color by default with rate#1), the tariff file information (name, type, description, etc.), and the tariff details section which is hidden by default (the majority of the tariff features are in this section).

#### 1.6.4 MKANALYTICS™

MkAnalytics™ is a simple and powerful analytics tool which lets anyone learn and make decisions from their data. It is a free add-on to Sentinel that allows the City the ability to design new visual reports that can be exported or emailed to users on a daily basis.

Like Sentinel, mkAnalytics requires a login through a web portal. The user can create their own dashboard that includes charts, graphs and spreadsheets of data that visually display a specific question the City may want answered each day.



**Figure 31 - MkAnalytics dashboard with visual data elements to answer custom questions**

The user simply builds out a group of questions (or has MacKay prebuild a dashboard of questions for the City) that can be displayed as pie charts, line graphs, area graphs, or simply as raw data spreadsheets. The visualizations are dynamic and update at regular intervals that the City can modify.



# SENTINEL™

Meter Management System



## Sentinel™ Meter Management System



### Key features:

- Browser driven application
- Secure web interface
- Supports both wireless single space and multi space meters
- Allows for remote monitoring of key components for maintenance purposes
- MAP Display allows for geographic searches and reporting of meters
- Choose from a variety of pre-designed reports for transaction and audit data
- Provides an interface to export data to other applications including Microsoft® Excel® or Adobe® Reader®
- Role based user access
- Remote Alert Notification for quick communication of meter alarms
- Maintenance tickets to assign tasks online and manage your resources better
- Tariff editor allows administrator the ability to change meter rates remotely
- Pay by Space and Pay by Plate enforcement reports that are viewable from any Internet enabled device, including cell phones
- Flexible packages for basic and advanced user needs

<over for specifications>



Customizable Dashboard



Interactive MAP Display



Multiple Reporting Options



Real Time Alert Tools

[www.mackaymeters.com](http://www.mackaymeters.com)





## SPECIFICATIONS

### System Administration

The system administration feature gives the administrator control over the set up and specifications of the meters. Features include:

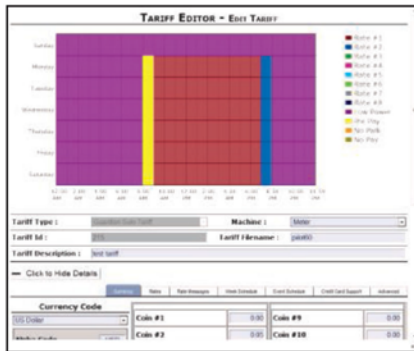
- Display Configuration for Single Space Meters
- Dashboard Configuration
- Alert Codes
- Add User to Sentinel™ Meter Management System (MMS)
- View / Edit Users

### Email Management

Allows administrator to decide which users will be notified when alerts happen from single space wireless meters or from multi space meters.

### Rate / Tariff Management

Allows administrator to build, modify and deploy rate/tariff files remotely to the wireless single space and multi space meters. Rates can be sent to a single meter or to a group of meters.



### Resource Management

Control of resources at a glance by providing a place to add and manage resources such as collections, maintenance and enforcement. In resource management, the administrator can assign jobs to particular resources and also view a list of active and completed assignments. Features include:

- Add Resource
- Manage Resource
- Add Maintenance Code
- View / Edit Maintenance Codes
- View Maintenance Tickets

### Meter / Post Management

In Meter Management, users can view each individual meter and see the Unit Info, Status and location for each. From this menu, detailed histories, reports, and maintenance tickets can be viewed or assigned. Features include:

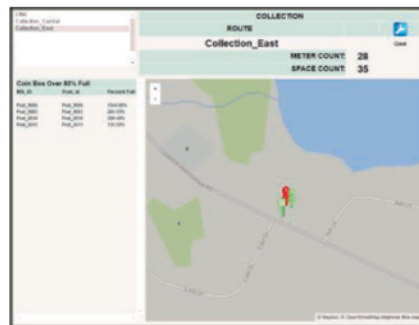
- Add / View Meters (single space and multi space)
- Add / View Zones (for grouping meters)
- Add / View Inventory (meters not yet deployed)
- View transaction reports, occupancy reports, audit reports, reconciliation reports
- View alert history and maintenance history



### MAP Display

With the MAP display feature, the user can search for a specific meter or a group of meters using the digital map interface. Each meter is represented by an icon that can be selected to show detailed meter information. Display the meters in a traditional mapping view or switch to the satellite photo for a bird's eye view. Features include:

- Launch MAP Display
- Add Location (map coordinates for displaying meters on digital maps)
- View Locations (edit map coordinates)



### Current Alarms

The Current Alarms application provides an up-to-date report on any alerts that have been sent from the meters to Sentinel™ MMS. The report lists the alerts currently active along with a graphic breakdown of the types of alerts. A hyperlink takes the user to a detailed report with links to the meters requiring attention.

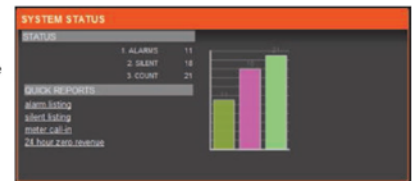
**Current Alarms**

Alert ID	Alert Type	Alert Description	Alert Status	Alert Date	Alert Time	Alert Location	Alert Meter	Alert Owner	Alert Contact	Alert Notes	Alert Actions
1	Alert Type	Alert Description	Alert Status	Alert Date	Alert Time	Alert Location	Alert Meter	Alert Owner	Alert Contact	Alert Notes	Alert Actions
2	Alert Type	Alert Description	Alert Status	Alert Date	Alert Time	Alert Location	Alert Meter	Alert Owner	Alert Contact	Alert Notes	Alert Actions
3	Alert Type	Alert Description	Alert Status	Alert Date	Alert Time	Alert Location	Alert Meter	Alert Owner	Alert Contact	Alert Notes	Alert Actions
4	Alert Type	Alert Description	Alert Status	Alert Date	Alert Time	Alert Location	Alert Meter	Alert Owner	Alert Contact	Alert Notes	Alert Actions
5	Alert Type	Alert Description	Alert Status	Alert Date	Alert Time	Alert Location	Alert Meter	Alert Owner	Alert Contact	Alert Notes	Alert Actions
6	Alert Type	Alert Description	Alert Status	Alert Date	Alert Time	Alert Location	Alert Meter	Alert Owner	Alert Contact	Alert Notes	Alert Actions
7	Alert Type	Alert Description	Alert Status	Alert Date	Alert Time	Alert Location	Alert Meter	Alert Owner	Alert Contact	Alert Notes	Alert Actions
8	Alert Type	Alert Description	Alert Status	Alert Date	Alert Time	Alert Location	Alert Meter	Alert Owner	Alert Contact	Alert Notes	Alert Actions
9	Alert Type	Alert Description	Alert Status	Alert Date	Alert Time	Alert Location	Alert Meter	Alert Owner	Alert Contact	Alert Notes	Alert Actions
10	Alert Type	Alert Description	Alert Status	Alert Date	Alert Time	Alert Location	Alert Meter	Alert Owner	Alert Contact	Alert Notes	Alert Actions

### System Status

The System Status report features several reports designed to alert the user of silent meters. Silent meters cannot communicate alerts to Sentinel™ MMS due to communication problems. Reports include:

- Silent Listing
- Meter Call-in
- 24 Hour Zero Revenue



### Pay by Space / Pay By Plate

The Pay by Space and Pay by Plate applications allow users who have pay stations in those configurations to setup, view and enforce parking using Sentinel™ MMS. A mobile app is also available for enforcement.

**Pay by Space / Pay By Plate**

Pay Station ID	Pay Station Name	Pay Station Type	Pay Station Status	Pay Station Location	Pay Station Unit	Pay Station Zone	Pay Station Group	Pay Station Owner	Pay Station Contact	Pay Station Notes	Pay Station Actions
1	Pay Station Name	Pay Station Type	Pay Station Status	Pay Station Location	Pay Station Unit	Pay Station Zone	Pay Station Group	Pay Station Owner	Pay Station Contact	Pay Station Notes	Pay Station Actions
2	Pay Station Name	Pay Station Type	Pay Station Status	Pay Station Location	Pay Station Unit	Pay Station Zone	Pay Station Group	Pay Station Owner	Pay Station Contact	Pay Station Notes	Pay Station Actions
3	Pay Station Name	Pay Station Type	Pay Station Status	Pay Station Location	Pay Station Unit	Pay Station Zone	Pay Station Group	Pay Station Owner	Pay Station Contact	Pay Station Notes	Pay Station Actions
4	Pay Station Name	Pay Station Type	Pay Station Status	Pay Station Location	Pay Station Unit	Pay Station Zone	Pay Station Group	Pay Station Owner	Pay Station Contact	Pay Station Notes	Pay Station Actions
5	Pay Station Name	Pay Station Type	Pay Station Status	Pay Station Location	Pay Station Unit	Pay Station Zone	Pay Station Group	Pay Station Owner	Pay Station Contact	Pay Station Notes	Pay Station Actions
6	Pay Station Name	Pay Station Type	Pay Station Status	Pay Station Location	Pay Station Unit	Pay Station Zone	Pay Station Group	Pay Station Owner	Pay Station Contact	Pay Station Notes	Pay Station Actions
7	Pay Station Name	Pay Station Type	Pay Station Status	Pay Station Location	Pay Station Unit	Pay Station Zone	Pay Station Group	Pay Station Owner	Pay Station Contact	Pay Station Notes	Pay Station Actions
8	Pay Station Name	Pay Station Type	Pay Station Status	Pay Station Location	Pay Station Unit	Pay Station Zone	Pay Station Group	Pay Station Owner	Pay Station Contact	Pay Station Notes	Pay Station Actions
9	Pay Station Name	Pay Station Type	Pay Station Status	Pay Station Location	Pay Station Unit	Pay Station Zone	Pay Station Group	Pay Station Owner	Pay Station Contact	Pay Station Notes	Pay Station Actions
10	Pay Station Name	Pay Station Type	Pay Station Status	Pay Station Location	Pay Station Unit	Pay Station Zone	Pay Station Group	Pay Station Owner	Pay Station Contact	Pay Station Notes	Pay Station Actions

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(462-2529)

Fax (902) 752-4889  
Email customer.service@mackaymeters.com  
Web www.mackaymeters.com





## 1.7 FUNCTIONALITY

The proposed MacKay solution meets the functional requirements requested by the City as described in the compliance matrix.

## 1.8 MACKAY WARRANTY COVERAGE

MacKay will provide a two (2) year warranty on all **mkBeacon™ meters** and **MacKay Tango™ pay stations** to repair and/or replace any part or modular component determined to be defective in material or workmanship under normal use and service. MacKay's standard warranty terms will apply. To maintain warranty coverage, City technicians are required to provide the prescribed regular maintenance for these products. MacKay will provide the City with all operating and maintenance manuals necessary to operate and maintain the product and software. Carrying out the prescribed maintenance procedures therein, and as instructed from time to time by MacKay in writing, is necessary to ensure that the warranty on all products and software purchased from MacKay is not voided.

### Terms of Warranty

#### MacKay Meters, Inc. and J.J. MacKay Canada Limited ("MacKay")

The product that you have purchased is warranted by the manufacturer, J.J. MacKay Canada Limited ("MacKay"), for a period of two (2) years from the date of delivery against defects in workmanship and/or materials. The warranty starts one (1) month from MacKay's recorded shipping date.

This warranty specifically excludes any other product not manufactured, but sold by MacKay, as these products are warranted by their respective manufacturers.

Workmanship and/or parts that prove to be defective during the warranty period will either be repaired, adjusted or replaced at MacKay's option. No repair, adjustment or replacement by MacKay in response to a warranty claim shall extend the length of the warranty. MacKay's obligations under the warranty are restricted to repair or replacement of defects in workmanship and/or materials.

Should repair become necessary during the warranty period, send your product, postage or freight prepaid, to our service center at 1342 Abercrombie Road, Pictou County, Nova Scotia, Canada, B2H 5C6 or as advised from time to time. Any product repaired or replaced under this warranty will be returned to the owner with freight prepaid. MacKay will not accept delivery of the product or any of its parts for warranty repairs unless prior authorization has been given. Contact MacKay for return procedure.

**The foregoing warranty is exclusive and in lieu of all other express warranties and implied warranties, including but not limited to, the implied warranties of merchantability and fitness of purpose, which are specifically excluded. In no event shall MacKay, its agents, servants, contractors and subcontractors be liable for damages including, but not limited to, economic and consequential losses such as loss of revenue, loss of profits, loss of business or loss of goodwill whether direct or indirect or any other incidental, exemplary and punitive damages whether in contract, tort or otherwise or any other claims or expenses in any manner resulting directly or indirectly from or connected with the supply of the products.**

Any improper or negligent use, any alteration or repairs not in accordance with MacKay's written directions or performed by others in such manner as in MacKay's sole judgment affects the product materially and adversely, shall void this warranty.

This warranty does not cover damages, defects or failures caused by or due to accident, improper handling or operation, use of products for experimental purposes, natural disaster, vandalism, misuse, terrorism, abuse and neglect of routine maintenance as instructed by MacKay from time to time.

The customer is responsible for the security of its parking system including hardware and software. The customer has been made aware by MacKay of the types of theft and fraud which may occur. The customer acknowledges and agrees that MacKay is not responsible in warranty or in contract for any repair, replacement or damages of any sort caused by fraud and/or theft or illegal means.

No employee or representative of MacKay, its agents, servants, contractors and subcontractors is authorized to change this warranty in any way or grant any other warranty unless in writing and signed by an officer of MacKay.

April 1, 2010



## 1.9 SECURITY & PRIVACY STANDARDS COMPLIANCE (PCI)

The mkBeacon™ meters and MacKay Tango™ pay stations are able to accept credit card payments in compliance with PCI Standards including Visa, MasterCard, Discover and American Express. MacKay Meters (MacKay) has satisfactorily met the security requirements of the Payment Card Industry Data Security Standard (PCI DSS) as a Level 1 Service Provider and is registered with both Visa and MasterCard. J.J. MacKay Canada Limited/MacKay Meters, Inc. is listed on:

Visa's Global List of PCI DSS Validated Service Providers <http://www.visa.com/splisting/>

and MasterCard's Compliant Service Provider List with list available on:

<https://www.mastercard.us/en-us/merchants/safety-security/security-recommendations/merchants-need-to-know.html>

The payment applications resident on MacKay's parking equipment have been validated for compliance with PA-DSS and are listed on the Payment Card Industry Security Standards Council (PCI SSC) List of Validated Payment Applications.

[https://www.pcisecuritystandards.org/assessors\\_and\\_solutions/payment\\_applications](https://www.pcisecuritystandards.org/assessors_and_solutions/payment_applications)

---

### Find a Validated Payment Application

COMPANY...	▼	MacKay Meters	✓	SUBMIT	CLEAR
------------	---	---------------	---	--------	-------

Filter by:	APPLICATION NAME	▼	ACCEPTABLE FOR NEW DEPLOYMENTS	▼	TYPE	▼
------------	------------------	---	--------------------------------	---	------	---

EXPORT LIST ➔
---------------

Page: 1

New customers may purchase and deploy this product. Revalidation of these applications is required annually until Expiry Date.

Results: 2



COMPANY	VALIDATION NOTES	DEPLOYMENT NOTES	REVALIDATION DATE	EXPIRY DATE	VALIDATED BY PA-QSA
<b>MacKay Meters</b>					
<b>Multi-Space Parking Meter with Credit Card Payment</b>					
<b>Version #:</b> 8.4 <b>App Type:</b> POS Kiosk <b>Target Market:</b> Customers are the operators of on-street parking/parking lots. These could be municipalities, colleges/universities, hospitals and private parking operators for use by the general public. <b>Reference #:</b> 16-07.00159.006 <b>Tested Platforms/Operating Systems:</b> Windows CE <b>Service Pack/Build/Version:</b> 5.0	Validated According to PA-DSS (PA-DSS v3.2)	Acceptable for New Deployments	7 Dec 2017	28 Oct 2022	RSM US LLP
<b>Description Provided by Vendor:</b> Description Provided by Vendor: A payment software for parking meters. The multi-space parking meters are dedicated devices used to manage both on-street and off-street parking spaces. The application is operated by consumers who swipe or tap their card at the device. The application transmits the cardholder data to the payment gateway. The payment application includes real-time credit card processing, hold and send protocols, hotlist, contactless payment and remote connection capability using Short Messaging Service (SMS).					
<b>Parking Meter with Credit Card Payment</b>					
<b>Version #:</b> 04.01 <b>App Type:</b> POS Kiosk <b>Target Market:</b> Customers are the operators of on-street parking/parking lots. These could be municipalities, colleges/universities, hospitals and private parking operators for use by the general public. <b>Reference #:</b> 16-07.00159.007 <b>Tested Platforms/Operating Systems:</b> Firmware running directly on integrated circuits <b>Service Pack/Build/Version:</b> Firmware running directly on integrated circuits	Validated According to PA-DSS (PA-DSS v3.2)	Acceptable for New Deployments	8 Dec 2017	28 Oct 2022	RSM US LLP
<b>Description Provided by Vendor:</b> A payment software for parking meters. The parking meters or kiosks are dedicated devices used to manage both on-street and off-street parking spaces. . The application is operated by consumers who swipe or tap their card at the device. The application transmits the cardholder data to the payment gateway. The payment application includes real-time credit card processing, hold and send protocols, hotlist, contactless payment and remote connection capability using Short Messaging Service (SMS).					



## **2. MANAGEMENT PROPOSAL**

### ***2.1 PROJECT TEAM***

#### **David Forbes, Western Sales and Project Manager**

David has been with MacKay since January 2016 and has been instrumental in managing the growth of MacKay products in Western Canada and the northwest US. David has quickly come up-to-speed on MacKay technology and can speak to all the MacKay product line. David will be MacKay's designated project manager as he can be on-site when needed and has proven experience in managing and launching larger installations.

#### **James MacKay, V.P. Sales**

James is currently in his 13<sup>th</sup> year with the company and brings a unique outlook to our project management team. Being a 3<sup>rd</sup> generation 'MacKay' to work in the company, there is a different level of ownership, commitment, and responsibility that comes with his involvement. After all, his name is on every one of MacKay's products. James also looks after the North American sales staff, along with MacKay's worldwide distributor network. He has helped cities all over the world design custom parking systems and looks forward to working with the City, to ensure a smooth and cost effective transition to new technology.

#### **Adrian O'Neil, Chief Technology Officer**

Adrian joined MacKay in 2009 and is an experienced software and services director, with over fifteen years of managerial and hands-on technical experience. Adrian has been intricately involved in the product design and development life-cycle from both a hardware and software perspective. In 2011, Adrian was instrumental in designing and delivering Sentinel™ Meter Management System to the marketplace. Adrian has been involved in this RFI process and is very familiar with the City's specifications. Adrian's role is to ensure the products to be delivered meet the City's specifications and he will assign and oversee the integration work to be completed.

#### **Daniel Benoit, Customer Service Manager**

Daniel has over 20+ years of experience with MacKay, starting in the paint shop and working his way up through the company to become the Customer Service Manager. In his role, Daniel provides overall leadership and management of MacKay's Customer Service Department. His solid record of personal/professional integrity and his willingness to exceed all Customer expectations makes him a key player in the continued success of MacKay's after sales service. Daniel will oversee the





scheduling of any on-site customer service staff for this procurement and will be the City's point of contact.

#### **Bill MacKenzie, Customer Service Technician**

Bill has over 15+ years of experience working with MacKay single-space and multi-space products. Bill is one of MacKay's customer service technicians who travels throughout North America to provide customer support and training for our products including Sentinel™ Meter Management System. Bill will be utilized to provide on-site support and training for this procurement opportunity.

#### **2.1.1 ADDITIONAL SUPPORT STAFF**

Role	Experience Overview
Greg Chauvin Director of Engineering / Project Manager	Greg has over 30+ years of experience at MacKay Meters and is MacKay most experience project manager. Greg is a Senior level technical manager reporting to CTO, and is responsible for all product hardware engineering activities, intellectual property (patents/trademarks) management, overall responsibility for Engineering Group activities, and management of various technical initiatives/projects as assigned. Greg was the project manager for the install of 500 pay stations in the City of San Francisco.
Jason Munro Customer Service Technician	Jason has over 6+ years of experience working with MacKay pay stations and Mackay's single space products. Jason ran the Florida support office for 2 years+ and managed over 200 pay stations in that region. Jason was also onsite for the installation of pay stations in San Francisco. Jason handles a large portion of all customer service calls and is instrumental in product testing and troubleshooting.
Roger Plamondon Sales Support Manager	Roger has been with MacKay Meters since 2007. Prior to joining the MacKay Team, Roger had over 20+ years in sales, web development, project management and customer service. Roger manages the product documentation for MacKay and assists the sales team with customer training, presentations, RFP responses, credit card activation, marketing materials and tradeshow.
Mark Sloan Customer Service Technician	Mark has over 33+ years of experience with MacKay Meters single space and multi space products and is integral in troubleshooting issues the City may encounter. Mark was instrumental in the installation and delivery of the new wireless single space meters to Providence, RI and St. John's NF.
Steve Fitt Order Entry / Invoicing Manager	Steve has been with the J.J. MacKay Canada Ltd. since 1995. He has held a few positions over the years and has been in his latest position as Order Entry/ Invoice Manager for 13 years. In this position he works closely with all staff to meet and or exceed our customers' needs.
Janey MacLean Sales Support / Credit Card Support	Janey has been with MacKay Meters since Oct. 2017. She is responsible for credit card payment activation as well as working with the clients on contracts and other setup details.

Additional staff information included in the Appendix.



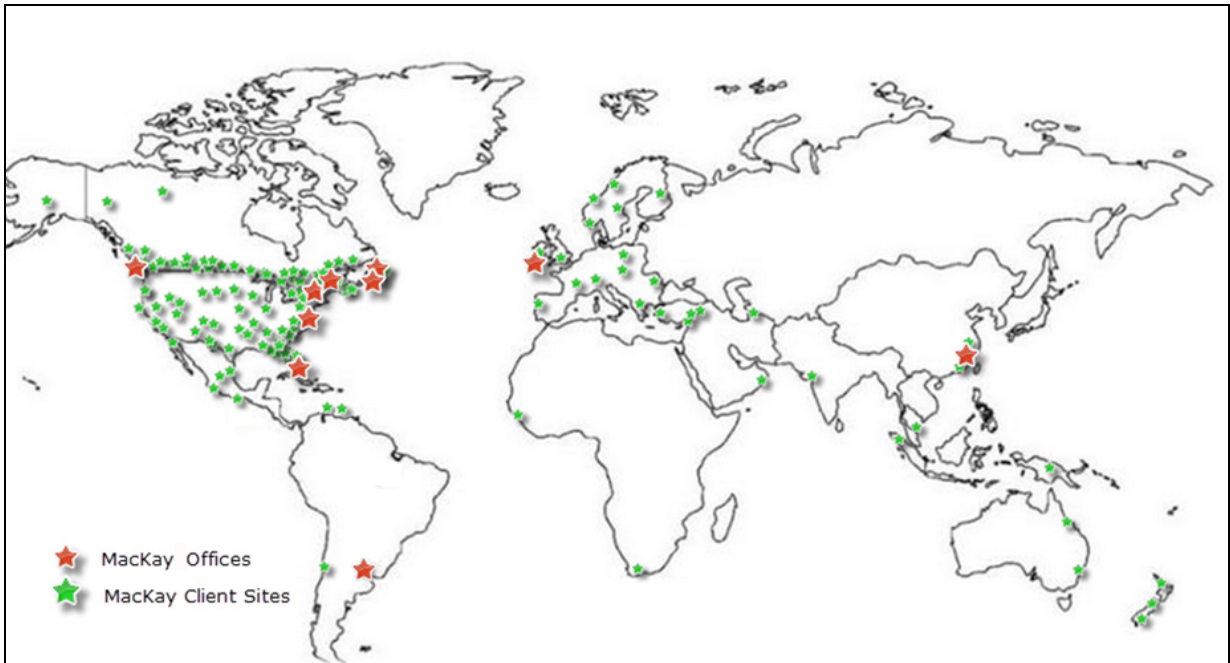
## ***2.2 OVERVIEW OF MACKAY METERS – EXPERIENCE OF THE FIRM***

MacKay is headquartered out of New Glasgow, Nova Scotia, Canada, with its Research and Product Development office in Halifax, Nova Scotia, Canada. Sales and service offices are located in Scarborough, Ontario, St-Jean-sur-Richelieu, Quebec, Victoria, British Columbia, and Sunrise, Florida. Additionally, MacKay is supported worldwide by distributor offices.

The MacKay product line includes:

- **The MacKay Tango™ and Guardian™ Multi Elite** multi-space parking pay stations.
- Single-space parking meters featuring the **MacKay Guardian™ X Series** and the new **MacKay mkBeacon™ and mkBeacon™ 2-bay** wireless credit card meters.
- Single-space parking meter housings, locks and decorative posts.
- **Sentinel™ Meter Management System for monitoring meters remotely.**
- **mkAnalytics™** data intelligence tool for Sentinel™ MMS.
- Various third party ancillary parking control equipment including handheld computers; gates, vehicle boots or clamps; and other miscellaneous products.

MacKay sells its product line through its regional sales and service offices, its subsidiary companies and a worldwide distributor network. MacKay has more than 500,000 fully electronic parking meter mechanisms in service worldwide and over 4000 pay stations.



**Figure 32 - MacKay Deployed Product – over 40 countries and 1000 municipalities**

### **2.2.1 PROVEN ABILITY TO PROVIDE TECHNOLOGY FOR LARGE PROJECTS**

As mentioned previously, MacKay Meters has extensive experience with large projects including:

2009 - City of Boston – 9,000 Guardian XLE meters in 2009

2014 - City of San Francisco – 500 pay stations

2015 - City of St. John's, NF – 1,200 wireless single space meters

2015 - City of Providence – 1,400 wireless single space meters in 2015

2016 - Atlantic City, NJ – 500 mkBeacon 2-space meters to manage ~1000 spaces.

2017 – City of Ocala, FL – 200 mkBeacon 2-space and single space meters

2017 – City of San Francisco – 100 mkBeacon single space meters

2018 – City of Vancouver, BC – 100 mkBeacon 2-space meters and 320 Tango pay stations

2018 – City of Macon, GA – 555 mkBeacon 2-space and single space meters

2018 - City of Walnut Creek, CA – 956 mkBeacon 2-space and single space meters

2019 - City of Kelowna, BC- 110 Tango pay stations, 50 mkBeacon 2-space meters

2019-2020 – City of Montreal, QC – 1250 Tango pay stations.

Other large projects delivered by MacKay Meters in previous years including in New York City (over 60,000 meters), San Francisco (over 29,000 meters), Miami (over 7,000 meters), Hong Kong, Los Angeles, and many more.



### **2.2.2 CUSTOMER SUPPORT**

MacKay places a strong emphasis on delivering the highest standards in customer support and training. For the equipment provided, at an agreed date and time, MacKay will provide sufficient training on the MacKay mkBeacon™, Tango™ and Sentinel™ Meter Management System. MacKay also provides a toll free 1-800 number to access one of our customer support specialists.

### **2.2.3 TRAINING PROGRAM**

MacKay will manufacture the mkBeacon™ and Tango™ meters, ship the product to the City, install the meters and train the City staff on operating and maintaining the meters. MacKay will also train the City staff on using the Sentinel™ Meter Management System to monitor the mkBeacon™ and Tango™ meters and the revenue generated by those meters.

Training will focus on the specific characteristics of the products, their capabilities, and user interface with the system. The training sessions can be divided into small groups of technicians/staff according to their respective tasks. Groups can be formed for collection, maintenance/repair and system reporting and management. Training shall be such that each trainee learns by significant 'hands on' experience under the guidance of an experienced trainer, assigned by MacKay to carry out an agreed list of first line fault corrections, maintenance and other operations.

The delivered training programs will enhance the capabilities of the operations and maintenance functions. All training will be supported by a variety of printed training materials, as well as a complete set of technical manuals. In addition, customer service or sales support staff can arrange Webex (internet/phone meetings) to further provide on-line training sessions/support.

As training will take place during the installation of the meters with City staff present, all normal customer and owner functions will be fully tested and operational by the end of the training session. This final testing will be witnessed by the City staff.

### **2.2.4 MAINTENANCE**

For this submission, it is understood that City technicians will provide regular maintenance for purchased products. Since all of the equipment is made primarily of modular components, we believe the City will find that the maintenance requirements to keep it operational are minimal and easily managed with appropriate and thorough training of City staff by MacKay together with a few spare meters and spare parts inventory maintained by the City.



MacKay will provide all the required operation and maintenance manuals necessary to operate and maintain the product and software. Carrying out the prescribed maintenance procedures therein, and as instructed from time to time by MacKay in writing, is necessary to ensure that the warranty on all products and software purchased from MacKay is not void.

### **Sample Proposed Training Schedule**

The following is a sample proposed schedule for training MacKay will provide to designated City staff (for the mkBeacons – A Tango training plan is available upon request). Prior to the installation /activation of any mkBeacon meters on-street, MacKay will provide the training courses listed below during the installation of the meters. The below training schedule will be refined and approved in conjunction with MacKay and City staff after award of any meter procurement contract. (S=mkBeacon, M=Sentinel MMS).



Depending on the number of attendees, and size of the installation, most meter and MMS training can be scheduled and completed over a 1 week period. Ideally for knowledge retention training should be carried out during the installation weeks.

**Course S01-1** – mkBeacon Meter Commissioning & Installation for Technicians

**Course S02-1** – mkBeacon Meter Service & Repair for Technicians

**Course M03-1** – Introduction to Sentinel™ Meter Management System for Technicians

**Course M06-1** – Advanced MMS Training I – Sentinel™ Meter Management System for Collections, Finance, Accounting, & Audit Staff, Supervisors and Managers

**Course M07-1** – Advanced MMS Training II – Sentinel™ Meter Management System for Meter Shop Staff, Supervisors and Managers

**Course M08-1** - Advanced MMS Training III – Sentinel™ Meter Management System for Managers & Administrators

All attendees who successfully complete the course curriculum covered shall be issued a MacKay Guardian™ mkBeacon and Sentinel™ Meter Management System Level I Technician Certificate. Attendees to all 3 courses will have completed up to four, 8-hour training days.



## 2.3 REFERENCES

### 2.3.1 REFERENCE 1 – CITY OF VANCOUVER

- In 2017 MacKay was chosen to provide both single space and multi space products for the City of Vancouver. An initial install of 60 Tango pay stations in Pay by Plate mode completed. An additional 260 pay stations have since been ordered. There are now 320 Tango pay stations and over 100 2-Bay mkBeacon meters installed on street.
- Integration includes Pay by Phone for mobile payment and Gtechna for enforcement.
- Project was awarded in 2017 and runs for 5 years as the provider of both single space and multi space equipment.
- Lessons learned – Many lessons were learned with this install, in particular, the project highlighted the importance of quick data transfer from our pay-by-plate pay stations, to the enforcement server (Gtechna in this instance). In any pay-by-plate installation, the latency of the data being sent is crucial to ensure tickets are not being written in error. With MacKay's robust .API, MacKay was able to reduce this data latency to be under 2 minutes 99% of the time and under 60 seconds 95% of the time. We also created a report in our MMS that was customized for the city to capture the latency of data delivery.

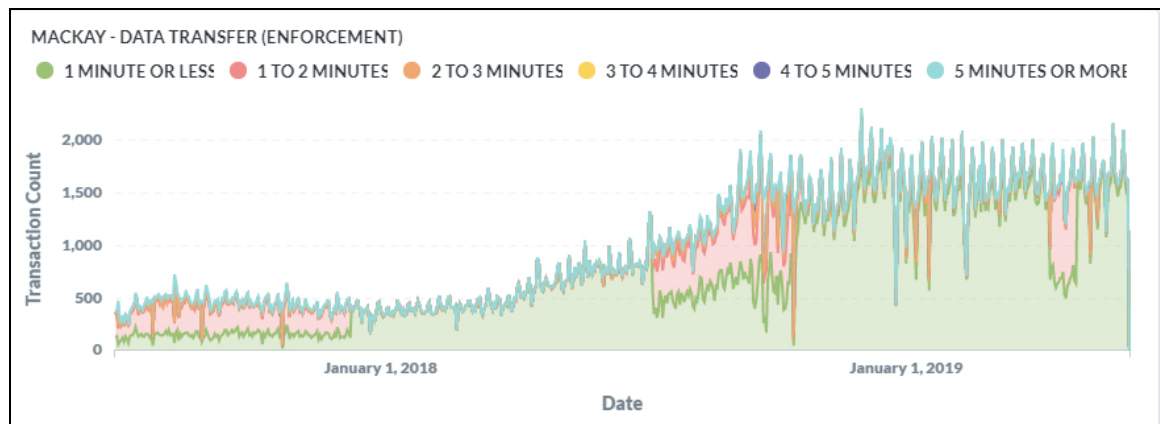


Figure 33 - Data Latency report for monitoring transaction time to the enforcement application

- Reference  
Contact: Mark DeSanti  
City of Vancouver Parking Division  
T : 604-871-6957  
M : 604-362-1547  
[mark.desanti@vancouver.ca](mailto:mark.desanti@vancouver.ca)



### 2.3.2 REFERENCE 2 – CITY OF SAN FRANCISCO

- In 2014 MacKay was chosen to provide 500 pay stations to SFMTA. In 2017, 100 mkBeacon meters were ordered and installed. Pay stations included Medeco electronic locks for the vaults. In 2018, 140 TANGO pay stations were delivered, and installed.
- The SFMTA equipment is integrated with Pay by Phone for mobile payment and with Conduent and Gtechna for enforcement.
- Installed 100 mkBeacons wireless meters in 2017., 500 Pay Stations in 2014 and 150 Tango pay stations in 2018 Current contract runs until November 2020.
- Lessons learned – During the SFMTA project, MacKay learned many valuable lessons, but in particular, the importance of being flexible from an .API perspective. MacKay currently interfaces with the SFMTA Oracle database, and sends every bit of data collected to this system. Given this database is specific to the City of San Francisco, MacKay had to customize the interface in order to send the data in a robust and reliable nature. We are now using this interface to provide real-time rate changes and real-time meter configuration changes as per the City's newest and evolving bylaws. This is the industry's FIRST true, dynamic system.
- Reference Contact: Steven Lee, Manager, Financial Services and Contracts  
San Francisco Municipal Transportation Agency  
1 South Van Ness Avenue 7th Floor  
San Francisco, CA 94103  
Phone: (415) 701-4592

### 2.3.3 REFERENCE 3 – CITY OF WALNUT CREEK

- In 2018, Walnut Creek chose MacKay to replace over 1600 of the competition's smart meters with their single/dual space wireless meters. In January, 2019, 936 mkBeacons were installed.
- Walnut Creek equipment is integrated with Parkmobile for mobile payment and for the population of the Parkmobile data for visual enforcement on the meters. Additionally, MacKay sends data to Smarking for additional data analytics
- Installed 936 mkBeacons in 2019.
- New decals were created and tested to aid in payment for new customers. Online videos were also provided to the City for their use in instructing the public on using the new meters. Videos can be seen here: <http://www.walnut-creek.org/local-attractions/parking-downtown>





- Lesson Learned – The importance of educating the public about new technology.....in particular switching from a single space installation to the introduction of a primarily ‘DUAL’ space installation. Providing, how to use videos, public outreach programs in preparation to the install, having city ambassadors present were all important parts to this smooth transition. Also, the power of branding was learned. The city had customized decals, and face plates provided by MacKay to help with this transition and to help change the image of their meter inventory completely.



**Figure 34 - Walnut Creek 2-bay and single bay 2 hour meter (green) and 2 Bay and single bay 10 hour meters (purple).**

- Reference  
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Walnut, CA 91789  
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## RFP #5207-19 PAID PARKING EQUIPMENT – Technical Requirements Response

#	Technical Requirements	Firm Response	Comments, Explanation and/or Clarification
<b>General Firm Credentials</b>			
1	Firm has significant Public Sector market presence - provide number of customer implementations.	Yes	
2	Firm has a service support center (support and implementation personnel only) dedicated to the proposed product?	Yes	Western Office along with our head office
<b>Licensing</b>			
1	Describe your licensing (user, application and database) for Hosted, SaaS or On Premises.	Yes	Site license for all software and unlimited users. Site is hosted by MacKay. Fee per meter per month.
<b>Project Implementation and Training Plan</b>			
1	The Firm shall include a typical timeline with this Proposal including major milestones for tasks and subtasks, dates and both Firm and customer resources.	Yes	See technical response for proposed timeline.
2	Include a description of your overall approach to each of the following task areas (if applicable):	Yes	
	a) System Installation		See technical response for proposed timeline.
	b) System configuration		See technical response for proposed timeline.
	c) Data Conversion		See technical response for proposed timeline.
	d) Training (A sample of training materials & documentation should be included)		See technical response for proposed timeline.
	e) Test planning and execution		See technical response for proposed timeline.
	f) System interface design and support		See technical response for proposed timeline.
3	g) System roll-out, procedures, and support		See technical response for proposed timeline.
	Please describe your current project management methodology.	Yes	MacKay assigns a project manager to each project, along with a management team from customer service, development, and administration to properly work through the project plan and meet the required expectations.
<b>Support</b>			
1	The City of Spokane expects that annual support will include all updates, enhancements and training to the proposed solution. Describe how your solution meets this requirement.	Yes	Updates to Sentinel MMS are included. Additional training can be provided via online meetings and are also included. Available upgrades to hardware can be proposed to the City when available by the project manager. Hardware updates are not necessarily included
2	Describe your ongoing user support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period.	Yes	See Management response "Customer Support". Customer service is managed by Daniel Benoit and includes several experienced technicians that are available as

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			needed to take calls and, periodically, make on-site visits.
3	Describe your escalation process for issues that are not resolved during initial call.	Yes	The issue is escalated by Customer Service to development or administration for clarification and the response is tracked until resolved.
4	The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.	Yes	This response time is manageable during office hours and possible during non-business hours through email and text support.
5	Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.	Yes	Customer support uses an RMA module in Sentinel to enter, track and respond to repair orders and bug fixes.
6	Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.		All requests for enhancements go through Customer Support. They work closely with development to determine the work required and communicate that back to the City. This would include anticipated development time frame and any cost associated with the development requested.
7	Live support is available for any issues Monday – Friday, 8am – 5pm (PST), or other reasonable timeframe during typical business hours. Please provide SLA agreements.	Yes	Service level agreement can be discussed if awarded.
8	Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.	Yes	All communications to announce service outages, bug fixes, updates, known issues, EOL dates, etc. will be through Customer Service and / or Project Manager as needed.
9	Describe account and support management methodology if provided such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.	Yes	Online meetings are available upon request. There is typically no charge for requested meetings. On site meetings can be scheduled as needed, with the project manager.
<b>General System Specifications</b>			
1	City of Spokane staff does not have administrative rights to install or upgrade applications and plug-ins on their computers. Describe any and all components that must be installed locally on a client machine, including Internet Explorer and Office plug-ins. Describe your support for packaging these components, if any, for automated installation.	Yes	Google Chrome is recommended.
2	Internally, the City of Spokane has standardized on a Microsoft desktop platform: Windows operating system, Office suite, and Internet Explorer browser. The selected application Firm is expected to support all features and functionality within this environment. List versions currently supported by your product and describe your policy for adopting new versions of these products.	Yes	All versions of Windows and Office currently supported. Primary support is through Google Chrome.

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3	City of Spokane requires the solution be compatible with multiple modern internet browsers for customer access via various platforms such as smart phones, tablets, desktops, etc. List the browsers and their versions(s) that your system currently supports and describe any functionality restrictions and limitations with your solution.	Yes	Sentinel works with most Internet browsers but is certified and developed for Google Chrome.
4	Any on premise components of the proposed solution must work in the city's current technical environment. If Proposal includes an on premise technology component, please describe the components that would be on premise and the environments supported/required. Include networking components and configurations required to support the proposed solution. If applicable, also describe any remote access to the city's network that your staff requires for implementation and/or ongoing support.	N/A	No on premises technology required.
5	Role Based Access Control (RBAC) allows the System Administrator to create user "profiles" that allow and grant user security rights to various functions of the system. Individuals or groups can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile that gives them all the rights of the particular group. Describe how your system provides RBAC management and the level of granularity.	Yes	Sentinel is designed with group management where a role can be defined along with the functionality specific to that role and users can be added to that group. A standard feature of Sentinel.
<b>Network Requirements</b>			
1	Specify maximum allowed latency requirements	Yes	Latency is monitored closely. With the technology MacKay uses, 95% of all communications take place in less than 30 seconds and 99% in less than 60 seconds. The average transaction authorization time is closer to 10 seconds.
2	Specify the typical amount of network traffic generated by this application in Mbps	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
3	Specify the minimum network bandwidth required for each client installation in Mbps	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway. The city is not required to provide any additional bandwidth.
4	Specify all network ports that will need to be opened for both clients and network firewalls.	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
5	Specify all public IP addresses that will need to be accessed by clients or servers.	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
6	Specify any special IP address or protocol requirements for server or client PCs	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.

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7	Specify remote access requirements and identify remote access users/equipment	Yes	Remote access to Sentinel is done through Google Chrome or equivalent browser so an Internet capable device can be used to access Sentinel or Sentinel Mobile (Mobi).
8	Specify physical switch port count requirements and port speed	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
9	Specify any special network design requirements	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
10	Specify if there are any QOS requirements	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
11	Specify any telephony requirements analog and or IP	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
12	Specify any wireless access requirements	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
13	Specify fiber or ethernet cabling requirements	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
14	Specify power requirements for all new equipment	N/A	MacKay meters all come self-powered with rechargeable battery packs and solar rechargers.
15	Identify any certificate requirements	N/A	
<b>Third Party Contracting</b>			
1	Identify any/all 3rd party subcontractors and/or cloud service providers you contract with for your solution.	Yes	CreditCall is used for their payment gateway services to interface with the City's merchant account.
2	If using 3rd party subcontractors and/or cloud service providers describe the agreements you have with them for system security, business continuance, backup and restoration services, system availability, maintenance windows, hours of support, and penalties for violating prescribed uptime.	Yes	Online servers are redundant with backups that automatically switch on if there is a problem with the primary. Updates to the servers are typically performed over night during non-usage or low-usage times. Servers are monitored by support staff.
<b>Upgrades</b>			
1	Describe your typical average upgrade schedule (frequency of version releases, patches, length of time to implement, notification process) and documentation provided.	Yes	Upgrades occur when available / required, they are not regular and the City is always notified prior to changes being made. Documentation is made available where required (ie. New features or changes to user interface) through technical bulletins or revised versions of product guides.

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2	Describe your notification practices for:		
	a) Planned outages	Yes	Customer Service notification to designated City staff
	b) Changes to the application and/or database	Yes	Customer Service notification to designated City staff
	c) Unplanned outages	Yes	Customer Service notification to designated City staff
	d) Product sunset	Yes	Customer Service notification to designated City staff
3	Describe any test or “sandbox” environments you would provide to the City of Spokane.	Yes	MacKay can provide a ‘sandbox’ so the city can practice using Sentinel MMS and analytic tools. This would be a mirror of the City’s live environment
4	Describe typical upgrade effort (downtime, level of difficulty, length of time to upgrade/update)	Yes	Depends on the upgrade and the number of customers effected by the upgrade. MacKay tries to perform all upgrades over night to minimize actual downtime for its clients.
<b>Communications and Operations Management</b>			
1	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Yes	
2	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research and, if so, for what length of time?	Yes	Logs are kept for seven (7) years to meet business and regulatory requirements.
3	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Yes	
4	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?	Yes	
5	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?	Yes	
6	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?	No	Data while in transit is encrypted using AES encryption. While at rest all data is kept in its proprietary binary message format. If the message has been interpreted for reporting purposes then it is not encrypted. No sensitive credit card data is stored.
7	Is City of Spokane data ever stored on non-company managed equipment?	No	
<b>Public Records</b>			
1	What is the procedure to retrieve bulk data in response to a PRR?		As each PPR request would be different, the City would send the request to MacKay’s contract manager to determine in consultation with the CTO the appropriate method.
<b>Risk Assessment and Treatment</b>			

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1	Is there a risk assessment program in place?	Yes	
2	Is there a process to monitor, track, and remediate all identified risks on an ongoing basis?	Yes	
<b>Security Policy</b>			
1	Is there an information security policy?	Yes	
2	Have information security policies been reviewed in the last 12 months?	Yes	
3	Is there an Acceptable Use Policy for employees, contractors, temporary staff, etc.?	Yes	
4	Is the information security policy communicated to constituents?	No	
<b>Organizational Security</b>			
1	Is there an individual or group responsible for security within the organization?	Yes	
2	Are contacts with information security special interest groups, specialist security forums, or professional associations maintained?	Yes	
3	Has an independent third-party review of the information security program been conducted in the last 12 months?	Yes	
4	Does management require the use of confidentiality or non-disclosure agreements with external parties (including Vendors or Suppliers)?	Yes	
5	Is access to City of Spokane data (or the processing facilities hosting such data) provided to external parties?	No	No, unless required by the City of Spokane for integration purposes.
6	Is the penetration testing conducted by a 3rd party?	Yes	
7	Are suitable tests of systems and applications carried out during development and prior to acceptance?	Yes	
8	Are anti-virus products used and configured with daily definition updates?	Yes	
9	Are backups of systems and data performed periodically (e.g. weekly)?	Yes	
10	Is backup media stored offsite in a trusted facility?	Yes	
11	Is City of Spokane data isolated from other customer systems/data and secured to prevent unauthorized logical or physical access?	Yes	
12	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Yes	

## RFP #5207-19 PAID PARKING EQUIPMENT – ADDENDUM 2 – ATTACHMENT A

13	Are firewalls used to segment network zones and terminate connections to external networks?	Yes	
14	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research?	Yes	
15	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Yes	
16	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?	Yes	
17	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?	Yes	
18	Is there an approval process to use wireless network devices?	Yes	
19	Are wireless connections encrypted?	Yes	
20	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?	No	Data while in transit is encrypted using AES encryption. While at rest all data is kept in its proprietary binary message format. If the message has been interpreted for reporting purposes then it is not encrypted. No sensitive credit card data is stored.
21	Is there a policy that addresses the use and management of removable media? (e.g., CDs, DVDs, backup tapes, USB drives, etc.)?	Yes	
22	Is sensitive data on removable media, including backup tapes, encrypted?	N/A	Sensitive data is not stored or maintained.
23	Is City of Spokane data ever stored on non-company managed equipment?	No	
24	Are desktops/laptops/mobile devices "managed" and configured with a minimum build including security software (e.g. host firewall, disk encryption, etc.)?	Yes	
<b>Access Control</b>			
1	Are privileged accounts (administrator, super-user, etc.) controlled and reviewed?	Yes	
2	For systems which touch City of Spokane data, is there a separation of duties process in place for approving and implementing access with sponsorship and duration documented?	Yes	Yes, there is a separation of duties and only those approved have access to City of Spokane data/IT Infrastructure.
3	Are user access paths set up on a predefined role-based need-to-know basis (e.g., only the operators working on City of Spokane's project have access to City of Spokane's information and systems)?	Yes	
4	Are there formal procedures to add, delete and modify user accounts and access, assign to role and audit compliance against current user list?	Yes	

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5	Do policies require access controls be in place on applications, operating systems, databases, and network devices to ensure users have least privilege?	Yes	
6	Are unique user IDs used for access?	Yes	Yes. Users log in using unique user id's.
7	Is there a process to grant and approve access to systems processing, storing, or transmitting City of Spokane data?	Yes	
8	Is there a process to recertify access on a periodic basis (including privileged accounts e.g. administrator, super user, etc.)?	Yes	
9	Are passwords required to access systems processing, storing, or transmitting City of Spokane data?	Yes	
10	Do remote access communications into the environment occur over an encrypted tunnel (e.g. IPSec, SSL VPN, etc.)?	Yes	
11	Is multi-factor authentication required for remote access?	Yes	
<b>Systems Acquisition Development &amp; Maintenance</b>			
1	Is there a Software Development Life Cycle (SDLC) process, which includes security requirements and tollgates?	Yes	
2	Is access to production code and program source libraries based on the principle of least privilege?	Yes	Only those authorized have access to production code, and only to those source libraries that they are required to.
3	Are change control procedures required for all changes to the production environment?	Yes	
4	Is City of Spokane data ever used in the development, staging, or testing/QA environments?	No	
5	Are source code reviews (e.g. input validation) performed on applications, including those processing City of Spokane data?	Yes	
6	Are penetration tests and vulnerability assessments performed against external/Internet-facing systems and applications?	Yes	
7	Do developers receive targeted security training and are they made aware of vulnerabilities through periodic metrics reporting?	Yes	
8	Does the SDLC process include security requirements gathering, implementation, and verification tollgates before acceptance into production?	Yes	Developers are trained on secure coding standards and it is supplemented with a secure coding review for each release of relevant software modules.
9	Does the development process follow OWASP standards for building secure applications including international security review?	Yes	
10	For environments being used for City of Spokane data, do you have an external source code review of all major applications revisions to the environment (SQL injection, cross-site scripting, and security weaknesses, not QA)?	Yes	



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11	Do developers regularly receive detailed coding and design training in application security?	Yes	
<b>Incident Event and Communications Management</b>			
1	Is there an Incident Response process (including IT security breaches) that is reviewed annually?	Yes	
2	Is there an Incident / Event Response team with defined roles and responsibilities?	Yes	
3	Is there a process to notify City of Spokane of incidents/events, including the sharing of relevant documentation (e.g. issues, root cause analyses, outcomes, and remediation)?	Yes	If it was determined that there was a credit card security breach MacKay follows the procedures put in place by the credit card brands.
<b>Business Continuity &amp; Disaster Recovery</b>			
1	Is there a documented policy for business continuity and disaster recovery?	Yes	Can be provided should MacKay and the City get to the contract negotiation or statement of work stage.
2	Is the capacity at the recovery location reviewed on a regular basis to ensure that adequate capacity is available in the event of a disaster?	Yes	
3	Does the product or service in question have an assured business continuity capability?	Yes	MacKay is open to the idea of a software escrow agreement with the City
4	Does the recovery strategy assure the continued maintenance of the service level agreements?	Yes	MacKay is open to the idea of a software escrow agreement with the City
5	Does the Business Continuity and/or Disaster Recovery plan address notification to City of Spokane when incidents occur?	Yes	MacKay is open to the idea of a software escrow agreement with the City
6	Are alternate facilities (e.g. data centers, office locations, etc.) used?	Yes	
<b>Compliance</b>			
1	Are there requirements to comply with any legal, regulatory or industry requirements, etc.?	Yes	PCI DSS compliance, FCC
2	Are audits performed to ensure compliance with any legal, regulatory or industry requirements?	Yes	
3	Is there a records retention policy?	Yes	
4	Is there an independent audit function within the organization?	Yes	
<b>Privacy</b>			
1	Is there an individual in the organization who is responsible for privacy?	No	
2	Do the policies and procedures include appropriate safeguards to ensure compliance with applicable privacy laws, including cross-border transfers of targeted privacy data?	Yes	
3	Is there a documented data flow for targeted privacy data for each jurisdiction?	Yes	This can be provided upon request

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4	Does the organization control or own the delivery of Privacy Notices to customers?	Yes	As a rule, MacKay does not retain personal information or sensitive card holder data. However, in the event that certain data elements are deemed to be private, MacKay can provide a Privacy Notice indicating what MacKay does with the personal information.
5	Are there documented policies or procedures to ensure targeted privacy data is only collected, stored and used for the purposes for which it was collected?	Yes	As a rule, MacKay does not retain personal /private information or sensitive card holder data.
6	Are there written procedures to process data protection authorities / regulators' complaints, if required?	Yes	
7	Are there documented procedures to notify customers (City of Spokane included) whose sensitive or personal information has been breached, as required by policy, practice or applicable privacy laws?	Yes	As a rule, MacKay does not retain personal information or sensitive card holder data. However, in the event that certain data elements are deemed to be private, MacKay will follow a documented procedure to notify customers in the event of a breach.
8	Is there internal monitoring for compliance with Privacy Policies and procedures?	Yes	MacKay undergoes a yearly Audit.
9	Is on-boarding privacy training provided for all employees, contractors, temporary staff, etc.?	Yes	MacKay IT Staff are provided with training to ensure they adhere to appropriate software development standards including secure coding/privacy standards.
<b>SaaS Providers</b>			
1	Are logins and communications secured with encryption? (HTTPS, SFTP,etc)	Yes	
2	Are data transfers secured with encryption (HTTPS,SFTP,etc)	Yes	All data in transit is encrypted using AES
<b>Vendors connecting to City of Spokane</b>			
1	Vendor devices accessing City of Spokane networks are secured with at least the minimum required software (Antivirus,etc)	N/A	No MacKay devices are accessing the City of Spokane networks.
2	Verify no personal devices will connect to the City of Spokane network, only authorized Vendor owned devices.	Yes	No personal devices or vendor owned devices will connect to the City of Spokane network.
3	Site to site tunnels are encrypted and mask both the Vendor and City of Spokane networks with NATing	N/A	MacKay does not connect to the City of Spokane networks.
4	Will communication over the VPN or tunnel be limited to only the systems necessary to transfer data and/or service the projects at City of Spokane	N/A	MacKay does not connect to the City of Spokane networks.

RFP 5207-19 COMPLIANCE MATRIX

Company Name and Contact Information:			
	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
2.1 GENERAL SPECIFICATIONS	Please note: Please fill this sheet out for SINGLE SPACE METERS only	Proposer is to respond to all requirements highlighted in *yellow*. If vendor selects "will meet" please list compliance date in notes section	If, applicable, you may use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.
a)	Payment must be available through multiple options, including coin, credit card and mobile payment integration. Near Field Communication (NFC) (including Apple Pay and Google Pay) payments shall be supported and available.	Meets	
b)	Pay station technology must allow the patron to pay for a parking space transaction at any pay station.	Meets	Though not applicable to single space meters
c)	The ability to add time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time allowed by license plate for the parking space/zone.	Meets	Though the license plate information is not used with single space meters
d)	Meters must have the ability to store a minimum of 8 different rate structures that are configurable by time of day and day of the week. Pay stations must allow for simultaneous rate structures to be displayed that include static/fixed rate combined with hourly rate options.	Meets	
e)	A large screen display is preferred in order for rate information to be displayed, rather than signs posted on the meter.	Meets	
f)	Pre-payment option (payments made in advance of operating hours).	Meets	
g)	An option for patrons to be informed of the expiration of their paid parking session.	Meets	Via mobile payment applications
h)	All technology must be simple to understand and easy to use.	Meets	
i)	All technology must be reliable, easy to maintain and secure.	Meets	
j)	All technology shall be able to electronically display the following to the patron with minimal effort: i. Rates ii. Days and hours of operation iii. User instructions	Meets	
k)	Proposers must offer strong customer support 7 days a week.	Meets	

Compliance Matrix (Exhibit E)  
Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
l)	Changing rates using the Meter Management System (MMS) shall be completely web-based (no software to install), easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of meters.	Meets	
m)	All technology, equipment and systems shall be ADA-compliant.	Meets	
n)	All materials and components shall be new and unused.	Meets	
o)	All technology shall have a modular design. Components shall be able to be quickly changed in the field.	Meets	
p)	All electronic components, connections and wiring shall be fully weatherproofed.	Meets	
q)	The meters shall be weather, rust and graffiti resistant and shall be made of stainless steel or an equivalent material.	Meets	
r)	The City prefers that the meter has additional lighting or illumination for dark hour usage. Proposer shall describe how the lighting and/or display operates during dark hours.	Provide Proposal reference page with description in Column D	The mkBeacon includes an LED light that illuminates the front face of the meter during dark hours. The time period that the LED light is active is configurable by the City. See section 1.4.1 of the Technicial Response.
s)	All technology shall wirelessly communicate usage, payment status, meter access and maintenance alert data in real-time.	Meets	
t)	All technology shall be managed by a web-based meter maintenance system (MMS) that can: i. Remotely update pricing, regulations, and configuration. ii. Provide reports on meter activity. iii. Automatically create maintenance work order tickets for generated alarms or patron reports of meter malfunctions. Maintenance tickets shall be able to be updated via email, smartphone and tablet. iv. Record meter maintenance completed by repair staff. v. Easily indicate meter status and send alarms to designated personnel if a meter is not functioning. vi. Proposer shall describe ability to integrate with City's 311 reporting system to receive and report on trouble tickets and work order	Meets	
u)	All technology shall be warranted to operate as proposed within a temperature range of -15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City, including but not limited to sleet, snow, hail, grime, rain, fog, sun (including direct sunlight), and vibrations.	Meets	

Compliance Matrix (Exhibit E)  
Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
<b>2.2 WIRELESS TWO-WAY COMMUNICATIONS</b>			
a)	The technology will be equipped with a modem, antenna, and the required software to support wireless communications.	<b>Meets</b>	
b)	The wireless communications shall be supplied as a “communications service” during the life of the contract, not as a specific type of modem or wireless carrier supply. Vendor shall be responsible for maintaining and updating the communications service to ensure system uptime in excess of 99% during parking hours of operation.	<b>Will Meet</b>	
c)	Describe the modem type: CDMA, GSM and/or Wi-Fi.	<b>Provide Proposal reference page with description in Column D</b>	The cellular modem devices proposed for use with MacKay’s wireless solutions are the ‘MTSMC’ series Socket Modem devices manufactured by Multi-Tech Systems Inc. These are fully modular approved, high performance, low power ‘Data Only’ devices ideally suited for ‘machine-to-machine’ applications such as on-street parking. The MTSMC devices available offer 4G-LTE as well as 2G or 3G, GSM or CDMA data performance. All MTSMC Socket Modem series devices are end to end carrier certified/approved as an end use device. See section 1.4.9 and 1.4.10 of the Technical response.
d)	Identify the likely cellular carrier(s) to be used for City service and the process of determining reliability of signal coverage.	<b>Provide Proposal reference page with description in Column D</b>	The MTSMC modem supports multiple carriers. MacKay can work with the City to identify the best carrier for local coverage. See section 1.4.9 and 1.4.10 of the Technical
e)	The Proposer shall describe the established process to troubleshoot and resolve communication interruptions and failures.	<b>Provide Proposal reference page with description in Column D</b>	Sentinel monitors communications and carrier lag times to ensure communication interruptions are minimized. Log files are kept to help pinpoint issues with communications and the modular nature of the modem allows for a quick swap to a new one if needed.
f)	System transactions shall be communicated to the back-office system in real time to support pay-by-plate pay station enforcement queries. The system shall support enforcement queries for vehicle payment status.	<b>Meets</b>	

Compliance Matrix (Exhibit E)  
Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
g)	If credit card payments can be accepted during weak wireless signal occurrences, describe the process.	Meets	The meters support a "hold and send" mode if communications encounter a weak signal period. Transactions are held until they can be properly cleared but
2.3 DISPLAY			
a)	Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles. Proposer shall describe its options for altering the display to make viewing in direct sunlight easier.	Provide Proposal reference page with description in Column D	The mkBeacon has a large, high contrast, graphics capable, backlit, liquid crystal display, which provides for contrast adjustment. The display is protected by a high quality, ¼” thick, clear Lexan® polycarbonate cover which has a UV inhibitor additive to extend the life of the Lexan, and to allow for clear, unhindered viewing of the display. The large display allows for the presentation of large, easily read characters and text. The display is a vertical, flat facing design, allowing for easy viewing for most users and also ensuring that rain water will readily run off the display, providing a “self-cleaning” aspect. See 1.4.4 of the Technical Response.
b)	The meter shall have a backlit graphic display panel that is large enough to legibly display all necessary operating status messages to patrons and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent) configuration and not cause excessive battery drain.	Meets	
c)	The display shall be scratch and impact resistant.	Meets	
d)	Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.	Meets	
e)	Describe the ability to program and display different rate schedules by time of day and day of the week, including dynamic and progressive rate structures for peak occupancy periods. City staff shall have the ability to program rates independent of vendor support with no additional costs associated with these changes. i. Customers shall be able to select their rate option prior to submitting payment in order for the meter to translate the amount due and inform the customer of the payment value.	Provide Proposal reference page with description in Column D	See 1.6.3 (Tariff Management) in the Technical Proposal

Compliance Matrix (Exhibit E)  
Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
f)	Graphic display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the meter at least once per day. The City shall have the ability to change or adjust the graphic display independent of vendor support and there shall be no additional costs for these types of adjustments.	Meets	
g)	Meters shall have an ability to display special messaging. Proposer shall describe the process and features that enable special messaging, i.e., holiday and special event messages, which can be downloaded remotely.	Provide Proposal reference page with description in Column D	Design and deployment of the mkBeacon screens is managed via the Display Editor within the Sentinel™ MMS. The display supports up to 8 lines of text, 5 font sizes, and up to 3 panels per status... all customizable. See 1.4.4 of the Technical
h)	Meter display shall clearly communicate the following electronically, alphanumerically and graphically: i. Rates ii. Days and hours of meter operation iii. Regulations iv. Instructions to the user: 1. Read Error, Please Reinsert Card – if card is removed from the mechanism before it could read the information on the card; 2. Coin Only – at the sole discretion of City, if the card slot is inoperable; 3. Card Only – at the sole discretion of City, if the coin slot and/or bill acceptor is inoperable; 4. Out of Order – at the sole discretion of City, if the coin and card slot are inoperable, with customizable instructions such as pay at another meter.	Meets	
i)	Proposer shall describe any static information displayed and the format used.	Provide Proposal reference page with description in Column D	All screens are user user defined so whatever the City chooses. See 1.4.4 of the Technical Response.
<b>2.4 KEYPAD</b>			
a)	Keypads must be vandal resistant, weatherproof, and corrosion	Meets	

Compliance Matrix (Exhibit E)  
Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
b)	<p>Proposer shall describe any visual, audible or tactile indication that a button has been pressed, as feedback to the patron.</p> <p>i. Describe the visibility of the keypad after dark and how the patron will interact with the meter.</p>	Provide Proposal reference page with description in Column D	<p>The meters include either a 4 or 6 button keypad, placed below the front display. The buttons, are fully sealed, ‘Piezo’ type, and feature permanent label markings. Buttons were chosen to be user-friendly with ADA considerations in mind. The keypad features no moving parts and can only be activated by physically pressing the button. An audible "beep" is made to confirm a button press. Piezo type buttons were chosen over capacitive style buttons, because they don't rely on the ‘skin effect’ from a user’s finger to work, and they don’t false trigger, or become desensitized over time. The are lite up by the mkBeacon's front LED and backlight screen during dark hours. See 1.4.11 of the Technical Response.</p>
<b>2.5 PAYMENTS</b>			
a)	Proposer shall describe coin, bill, card and alternative payment operations, including the number of different coins/currency accepted and the type of card-based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).	Provide Proposal reference page with description in Column D	See section 1.4.4 (Coin Chute) and 1.4.5 (Card Reader Payment and Processing) in the Technical Proposal
b)	All meters must support secure real-time authorization of credit cards and optional contactless cards.	Meets	
c)	The meter shall accept monies through a jam-resistant coin/bill interface and jam- resistant card payments through a card interface.	Meets	
d)	For pay stations, the coin discrimination system should contain an automatic shutter, which only opens during operational hours for coin insertion of approved coins, but not for non-metallic objects.	N/A	
e)	For single/dual space meters, Proposer shall describe how the proposed technology mitigates insertion of objects other than approved coins.	Provide Proposal reference page with description in Column D	All coins are taken into the coin can regardless of whether they are acceptable payment. For unaccepted coins, no time is given to the meter. Insertion of foreign objects meant to jam the coin slot is detected by the coin chute sensors and an alert is sent to maintenance staff immediately. See 1.4.6 of the Technical Response.
f)	If the coin or bill slot is inoperable, meters must have the option to still accept card payments and promote third-party payments (e.g., mobile payments), if applicable.	Meets	
g)	The coin chute or track and coin verifier unit shall be a free-fall type (non-moving and non-mechanized) or an equivalent.	Meets	



Compliance Matrix (Exhibit E)  
Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
h)	The coin chute or track shall include an anti-backup provision to prevent and detect the attempted retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).	Meets	
i)	Monies must be deposited directly into, and stored within, secured containers in the vault area of the meter.	Meets	
j)	Monies must be easy to collect, simple to reconcile and include audit capabilities.	Meets	
k)	Maintenance personnel must be able to easily clear coin/bill jams without the use of special tools and without accessing the vault.	Meets	
l)	Describe how the 'Pay at Any Pay Station' feature would operate utilizing the proposed parking technology solution.	Provide Proposal reference page with description in Column D	Not applicable to Single / Dual space meters other than mobile payment can be made remotely using a third party mobile payment solution and time can be added to the meter in real time.
m)	All meters shall be able to be programmed to accept pre-payments prior to start of regulated parking and extended payment within applicable City policy requirements.	Meets	
n)	Proposer shall describe in detail the step-by-step process of vendor's credit card acceptance procedure from the time a patron inserts his/her card to the time the money is deposited in the City account. Include the name of your gateway processor (if using a third party) and the name of the gateway software (if your firm uses in-house software). Proposer shall list all subcontractors involved in each step (e.g., cellular providers or gateway companies) and describe the subcontractors' PCI compliance. Proposer shall describe any per transaction charges from the vendor and/or the gateway company, or software charges; if none,	Provide Proposal reference page with description in Column D	See Section 1.4.5 (Card Reader Payment and Processing) of the Technical Proposal
o)	The meter, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)).	Meets	
p)	Meter shall be PA-DSS certified by a Qualified Security Assessor (QSA).	Meets	
q)	The technology must be EMV compliant. Proposer shall describe their current and future EMV capabilities including any required upgrades, options and/or associated costs.	Meets	

Compliance Matrix (Exhibit E)  
Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
r)	Proposer shall describe any alternative payment options, the associated costs or any additional fees. Proposal shall describe current and future capabilities including any required upgrades or options for the implementation of the alternative payment options.	<b>Provide Proposal reference page with description in Column D</b>	Single / Dual space meters currently accept coins, smart cards, credit cards, non-pin debit cards, contactless credit cards and mobile payment. See 1.4.6, 1.4.7 and 1.4.8 of the Technical Response.
s)	The MMS system shall allow the City to dynamically and remotely adjust parking prices on the meters in real-time.	<b>Meets</b>	
<b>2.6 CLOCK</b>			
a)	The meter must have a 365-day calendar real-time clock that completes a daily time-sync with the server at least once every 24 hours and that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset shall occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.	<b>Meets</b>	
b)	The clock shall be programmable at least one year in advance for automatic daylight savings time changes.	<b>Meets</b>	
c)	The time-of-day clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period). i. There shall be no upper limit or maximum deviation that would prevent the clock from syncing with the MMS. ii. The clock shall track the day of week, Monday through Sunday. iii. Time of day and day of week shall be displayed to maintenance staff, on the front display screen, when the reset feature is activated.	<b>Meets</b>	
<b>2.7 POWER</b>			
a)	Pay stations must allow for power by a rechargeable solar-powered (or equivalent) battery.	<b>N/A</b>	
b)	Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 30 seconds once the pay station is opened.	<b>N/A</b>	
c)	For environmental reasons, Nickel-Cadmium batteries shall not be used to power the meters.	<b>Meets</b>	
d)	The meter will be powered by battery and/or rechargeable solar-powered (or equivalent) battery pack.	<b>Meets</b>	
e)	When battery voltage falls below a minimum threshold, the meter will generate an alert prior to the meter going out of service.	<b>Meets</b>	

Compliance Matrix (Exhibit E)  
Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
f)	Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.	Meets	
g)	Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the MMS.	Meets	
h)	All locally stored meter data will be retained during battery replacement and battery failures of seven days or less.	Meets	
i)	Please describe any unique power management capabilities.	Provide Proposal reference page with description in Column D	See section 1.4.1 (Power) of the Technical Proposal
j)	Battery shall guarantee a life of at least 5 years. Proposer shall describe how any and all options will impact battery life.	Provide Proposal reference page with description in Column D	Assuming a fully charged new battery, the typical estimated life expectancy of a rechargeable battery pack is about four to five years. Excessive communications (ie. sensors, mobile payment added to meter) and limited sunlight can affect the overall life of a battery pack. See 1.4.3 of the Technical Response.
<b>2.8 SECURITY / MAINTENANCE</b>			
a)	Monies passing through the meter shall be deposited directly into secured containers in a separate vault area.	Meets	
b)	The coin/bill vault areas shall not be accessible from the maintenance compartment.	Meets	
c)	Meters shall be resistant to vandalism and other attacks to remove or disable coin/cash from the coinboxes.	Meets	
d)	Meters shall have high security locks for all housing and cabinet doors. Include a description of the locks provided. Electronic locks are preferred with online programmable access parameters including restrictions for maintenance, collections, days of week and hours of day. Describe the manual override process in case of power failure or electronic lock malfunction.	Provide Proposal reference page with description in Column D	See Section 1.4.12 (M Series Lock and Optional Medeco Electronic Locks) in the Technical Proposal
<b>2.9 WARRANTY / VENDOR SUPPORT</b>			
a)	Proposer shall describe their system warranty and extended warranty options on all hardware and software effective from the date of installation.	Provide Proposal reference page with description in Column D	See Section 1.9 (MacKay Warranty Coverage) in the Technical Proposal

Compliance Matrix (Exhibit E)  
Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
b)	Proposer shall describe technical support services, including 7 day a week customer support help desk availability (including holidays), on-line help features, transaction assistance, on-site support and technical support, during and beyond the installation and warranty periods. Proposer shall describe who is responsible for supporting the meter including any and all subcontractors.	Provide Proposal reference page with description in Column D	MacKay places a strong emphasis on delivering the highest standards in customer support and training. For the equipment provided, at an agreed date and time, MacKay will provide sufficient training on the MacKay mkBeacon™ and Sentinel™ Meter Management System. MacKay also provides a toll free 1-800 number to access one of our customer support specialists. MacKay believes that training the City staff to properly maintain the equipment is the best solution for maximizing meter uptime. See 1.8 of the Technical Response and 2.2.2 of the Management Response.
c)	The customer support help desk shall have the ability to collect and/or provide detailed information to the City via the hotline and/or via log in to the back-office software, including: i. Verify, log and dispatch reports of meter malfunctions in real time with online tracking	Will Meet	
d)	Proposer shall provide the City with toll free telephone numbers enabling them to reach Proposer's staff during normal business hours.	Meets	
e)	The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.	Meets	
f)	Vendor shall be required to provide quarterly technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements.	Will Meet	
g)	Provide system warranty guarantees and extended warranty options on all hardware and software effective from the date of installation.	Provide Proposal reference page with description in Column D	See section 1.8 (MacKay Warranty Coverage) in the Technical Proposal. Also see Extended Warranty pricing in the Cost Proposal.
h)	Requests for Quotations from the City must be to be fulfilled within three business days, and/or at a status update on the 3rd business day and every 2 days thereafter. This is to include all requests for all equipment and parts.	Meets	

Compliance Matrix (Exhibit E)  
Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
i)	Return Merchandise Authorization (RMA) requests must be fulfilled within 30 calendar days, and/or a status update as the expected time of arrival (ETA). RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within the mutually established delivery hours of	Meets	
<b>2.10 TRAINING</b>			
a)	Proposer shall provide a proposed training outline with their response.	Meets	See section 2.2.3 (Training Program) in the Management Proposal.
b)	The City requires an on-site 2-hour refresher training each year that will include a review of project issues, system performance and product updates. Vendor shall provide all training at a location to be determined by the City or its designee.	Will Meet	
c)	Proposer shall cover all travel costs.	Will Meet	
d)	Proposer shall describe how upgrades to the MMS or other systems will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract.	Provide Proposal reference page with description in Column D	All upgrades are communicated, implemented and trained through MacKay's Customer Service department. Online training will typically be done via Webex training with a senior technician. See section 2.2.3 (Training Program) in the Management Proposal.
e)	Proposer shall supply and keep current hard and digital copies of all operating, training, repair and user's manuals, which includes detailed instructions for system usage.	Will Meet	
<b>2.11 REPORTING / MAINTENANCE TRACKING / ENFORCEMENT</b>			
a)	The MMS must provide secure, web-based back office reporting, including real time exception reporting for equipment downtime and data transmission issues.	Meets	
b)	The MMS shall provide maintenance tracking with automated technical ticket generation.	Meets	

Compliance Matrix (Exhibit E)  
Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
c)	Describe how access to real-time information regarding customer-generated reports of meter or signage problems, and meter-generated warnings and alarms is available to support staff, including maintenance technicians.	Provide Proposal reference page with description in Column D	All alerts are in real-time as are the transaction information. When payment is made at the meter or if an alert occurs at the meter, the information is communicated immediately to Sentinel MMS and distributed to the appropriate staff. Any issues with signage / decals (which the meter does not detect) would need to be logged by the maintenance staff for repair in Sentinel as well. See section 1.6 in the Technical Proposal.
d)	The MMS shall provide a smartphone application to update, reassign and close out maintenance tickets.	Meets	
e)	The MMS shall have the capability to track maintenance issues, completion of maintenance tasks and reports on meter uptime.	Meets	
f)	The MMS shall provide scheduling capabilities for both preventive and non-recurring maintenance.	Meets	
g)	The MMS shall provide a maintenance dispatch interface for the scheduling, recording and reporting of error/problem corrections.	Meets	
h)	The MMS shall provide an online mapping module for parking spaces and meters to identify maintenance and enforcement areas/zones. The MMS shall provide real-time verification of parking spaces payment status for enforcement purposes.	Meets	
i)	MMS shall allow the remote download of all rate changes, display changes, receipt layout changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless	Meets	
j)	The web-based MMS reporting analytics tool shall allow for: i. Custom filtering of data fields ii. Drop & drag report capabilities iii. Table creation where reports can be saved for individual or global	Meets	
k)	The MMS shall allow for online scheduled reports to be exported as Excel, CSVs and/or PDFs	Meets	
<b>2.12 DATA / INTEGRATION</b>			

Compliance Matrix (Exhibit E)  
Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
a)	Proposer must provide real-time integration with the City’s current and future parking technology and data management vendors, including, but not limited to, citation issuance/enforcement handhelds, LPR and mobile payment (Passport). Proposer shall confirm current integrations with the City’s existing vendors and/or describe any costs associated with implementing the integration required to support pay-by-plate.	Provide Proposal reference page with description in Column D	MacKay has integrated the following solutions with the Sentinel MMS: <u>Mobile Payment</u> - <b>Passport</b> , Pay by Phone, ParkMobile, Honk <u>Enforcement</u> - <b>Genetec</b> , Gtechna, T2, Data Ticket <u>Sensors</u> - Q-Free, Streetline, WiseMoving. See section 1.6 in the Technical Proposal.
b)	Vendor will be required to provide all meter related data in a format and interface as defined by the City, including an interface with the City’s asset management system (Cityworks). Vendor shall be able to work with outside vendors to perform data migration. This could include data mapping, data cleanup/verification, data transfer, and other testing as defined by City requirements.	Will Meet	

## **Service Level Agreement**

This Service Level Agreement is intended to provide an understanding of the services provided by MacKay Meters, Inc. ("MacKay") and its third-party vendors to the City of Spokane ("City").

### **Support**

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

#### **Implementation Support**

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

#### **Training**

MacKay will provide training for City staff on operating and maintaining mkBeacon's as well as using the Sentinel Meter Management System and mkAnalytics. The training schedule will be developed in consultation with the City prior to implementation. All attendees who successfully complete the course curriculum covered in the trainings will be issued a MacKay Guardian mkBeacon and Sentinel Meter Management System Level 1 Technician Certificate.

MacKay will provide training materials as well as manuals and user guides to staff. MacKay will continue to provide the City with any updated manuals and/or user guides. Virtual or phone meetings are also available to further provide on-line training sessions/ support.

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

MacKay will provide a dedicated customer service manager who will be a single point of contact for all City support needs through the duration of the contract. Any changes in personnel to this position will be sent to the City in writing. For issues not resolved during the initial call, the issue is escalated by MacKay Customer Service to development or administration for clarification and the response is tracked until resolved.

MacKay will offer live customer support for City staff, at a minimum, between the hours of 8:00 AM and 5:00 PM PDT/PST, Monday – Friday, except for City holidays. This live customer support shall include system software issues, system hardware issues, feature-related questions and reporting. Customer Service response to non-emergency calls will be within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. An after-hours emergency support line shall be available 24/7.

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



## **Liquidated Damages and Credits**

*Both parties will agree that the annual liquidated damages shall be limited to the amount paid or due to MacKay by the City during a one-year period except in the initial 12-month period of this Agreement where liquidated damages shall be limited to 30% of the amount paid or due to MacKay by the City during the initial 12-month period of this Agreement. MacKay agrees to pay these amounts to the City as set forth:*

### **Failure of Single Space Meter(s)**

Failure of either Single Space Meter(s) that results in either no payment transaction being accepted by the Meter(s) (e.g. allow free parking during enforcement hours) or application of the wrong fee rates for parking shall result in damages of \$10.00 per day (each 24-hour period) per each affected Single Space Meter. City shall provide MacKay with 24 hours' notice to respond and repair the Meter(s) failure prior to being entitled to liquidated damages.

### **PCO Data Security Failure**

Failure of MacKay to maintain Payment Card Industry ("PCO") Data Security Standard Certification, defined as an information security standard of organizations that handle branded credit cards from the card schemes, shall result in damages of \$10,000 on the twenty-eighth (28th) calendar day following non-compliance ("first assessment"). The twenty-eighth (28th) calendar day following the first assessment and every twenty-eight (28) calendar days thereafter shall constitute a "subsequent assessment". On each additional twenty-eighth (28th) calendar day following the first assessment and any subsequent assessments, the City shall be entitled to liquidated damages of \$25,000 until the failure is cured. Damages during subsequent assessments shall be prorated by day.

### **Accuracy**

The City will issue a written warning to MacKay if either Meter(s) fails to maintain 99% accuracy in the City's audit of daily revenue as a result of a design defect with either Meter(s). MacKay will cure each failure within seven (7) days after receipt of the warning. If any failure is not cured within seven (7) days, MacKay will be subject to damages of \$100 per day per failure of each Meter(s) until the failure is cured.

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



**MACKAY METERS, INC.**  
**TERMS AND CONDITIONS OF SERVICE**  
**GATEWAY / HOSTING / NOTIFICATION SERVICE AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ ("Effective Date")

BETWEEN:

MACKAY METERS, INC., a body corporate  
(hereinafter called "MacKay")

OF THE ONE PART

-AND-

CITY OF SPOKANE, a \_\_\_\_\_ body  
(hereinafter called "Client")

OF THE OTHER PART

**1. DEFINITIONS**

1. In this Agreement the following words and expressions shall, unless the context otherwise requires, have the following meanings:

- a) "Bank Charges" means the charges levied by the Merchant Acquiring Bank for Card Transactions and Refunds;
- b) "Bank System" means the banking system operated by any approved bank, financial institution or other body;
- c) "Card" means credit or debit cards;
- d) "Codes of Practice" means all codes of practice, rules of procedure, guidelines, directions, scheme rules and other requirements issued by the Bank System as may be specified from time to time as being applicable to the Services and the use thereof by the Client;
- e) "Confidential Information" means, in relation to either party, information (whether in written or electronic form) belonging or relating to that party, its business affairs or activities which is not in the public domain and which:
  - (i) either party has marked as confidential and proprietary; or
  - (ii) either party in writing has advised the other party is of a confidential nature;
- f) "Client Account Information" means the information provided by the Client of all the Client details including the Merchant Account information and/or requirements, such information to be provided to MacKay in a form to be agreed between the parties;
- g) "CVV, CVV2, CVC2 or PVV" means the security digits encoded on the Card, printed on the Card signature strip or appearing elsewhere on the Card;
- h) "Fees" means all fees as set out in Schedule A herein;
- i) "Intellectual Property" means all copyright, design rights, database rights, trade marks, trade names, Confidential Information, service marks, domain name rights, patents, know-how and all other intellectual property rights, whether registered, registerable or not and both present and future;
- j) "Merchant Account" means the merchant account facility agreed between the Client and the Merchant Acquiring Bank;
- k) "Merchant Acquiring Bank" means the bank with which the Client holds a Merchant Account;
- l) "Merchant ID" means the identity number associated with the Merchant Account as notified to the Client by the Merchant Acquiring Bank;
- m) "Offering" means the goods and/or services offered to the Service User by the Client from the Terminal for which payment is made using the PSP Service;
- n) "PSP Service(s)" means the processing of Card Transactions from Terminals making the Offering, such services to include but not be limited to: accepting authorization requests for Card Transactions from the Terminals; the authorization of Card payments via the Merchant Acquiring Bank; following authorization, passing an appropriate message back to the requesting Terminal and submitting the settlement file of authorized Card payments to the Merchant Acquiring Bank. PSP Services are provided in part by a third party, CreditCall Ltd. ("CreditCall"), subject to an agreement ("CreditCall Agreement") between MacKay Meters, Inc., and CreditCall. PSP Services may also be provided by MacKay using an alternative third party solution as MacKay shall, in its sole discretion, determine from time to time;
- o) "Public System" means the telecommunications system run by a public telecommunications operator or internet service provider which may be accessed by GSM Data, ISDN, IP, Mobitex, analogue line or other transmission type;
- p) "Refund" means a Transaction Amount that is refunded to the Service User by the Client via WebMIS;

- q) "Service User" means the purchaser of the Offering;
- r) "Services" means:
  - (i) the hosting of remote monitoring, reporting and remote alert notification services ("Hosted Services");
  - (ii) facilitating PSP Services for the Terminals;
  - (iii) telephone and email support during the initial set up of the Services during MacKay's normal business hours;
  - (iv) reasonable, ongoing technical support related to the Services during MacKay's normal business hours;
  - (v) data backups on MacKay's hosting server consistent with reasonable industry standards for a period of at least one year;
- s) "Terminal(s)" means MacKay's one-space, two-space and multi-space parking meter(s);
- t) "Terminal Live Date" means the date on which the Terminal starts transmitting Transactions to the PSP Service;
- u) "Track 2 Information" means the credit or debit card information held on the Card, typically on the computer chip or the magnetic stripe;
- v) "Transaction" means each individual payment authorization and/or settlement processed by the PSP Service;
- w) "Transaction Amount" means the amount charged by the Client to the Service User for the Offering;
- x) "WebMIS" means the CreditCall product which allows MacKay or the Client to access and manage their Transactions and Refunds via a CreditCall provided website.
- y) "WebMIS Login" means an access account for the CreditCall WebMIS service.

## 2. RESPONSIBILITIES OF MACKAY

1. MacKay will use all reasonable endeavors to provide and maintain the Services to the Client.
2. MacKay shall at its sole discretion, from time to time, improve, upgrade or alter the Services as it deems appropriate provided such changes do not materially change the nature of the Services. MacKay shall use all reasonable endeavors to inform the Client prior to the changes being made. Bug fixes and upgrades to the software forming part of the Hosted Services will be carried out automatically and at no charge to the Client.
3. MacKay acknowledges that it is responsible for the security of cardholder data which it possesses or otherwise stores, processes or transmits on behalf of the Client.

## 3. RESPONSIBILITIES OF THE CLIENT

1. The Client shall:
  - a) at all times throughout the duration of this Agreement ensure that all publicity, signage and/or promotional material issued by the Client in respect of or in connection with the Services complies in all respects with the Codes of Practice. The Client shall not in any publicity or other promotional activity state or imply any approval or endorsement by MacKay or CreditCall of any Offering in any way without the prior written approval of a duly authorized officer of MacKay or CreditCall, as the case may be;
  - b) ensure that before the Offering is made available to the public that all such rights, authorizations, licenses, exemptions, consents and permissions as may be necessary for the Offering have been obtained or granted and all such requirements of law or of any other competent authority or public body have been complied with as are necessary or prudent in connection with the provision of the PSP Service and shall at all times throughout the duration of this Agreement maintain in full force and effect all such rights, authorizations, licenses, consents and permissions and comply with all such requirements;
  - c) use best endeavors to provide to MacKay such assistance and/or information as MacKay may from time to time reasonably request in order to comply with all or any requirements and conditions at any time and from time to time imposed by any law or order of competent authority which are or may be applicable to or affect the Services;
  - d) undertake not to disconnect or interfere with the operation of the Services except where explicitly agreed in writing between the parties and to use its best endeavors to prevent such disconnection or interference by any third party;
  - e) report to MacKay any abuse or threatened abuse or loss of the Services or any factors affecting the performance of the Services as soon as practicable after the Client becomes aware of such abuse, loss or performance-affecting factors;

- f) acknowledge and ensure that for those Terminals providing PSP Services through CreditCall, CreditCall is and will be the supplier of payment service provision for the duration of this Agreement;
- g) ensure that only the sale of those services and/or products as agreed with MacKay and as documented in the Client Account Information will take place. MacKay reserves the right to treat any breach of this clause as a material breach for the purpose of this Agreement;
- h) purchase Terminal(s) that are appropriately configured to provide the Services;
- i) provide to MacKay in a timely fashion with the Client Account Information related to each Terminal or set of Terminals from which the PSP Service are to be provided and at least fifteen (15) working days prior to the Terminal Live Date;
- j) set up a Merchant Account with a Merchant Acquiring Bank, and be responsible to pay any and all set up and Bank Charges associated with the Merchant Account;
- k) RESERVED;
- l) obtain and maintain access to the internet using a current version of Google® Chrome or equivalent, at the Client's sole expense;
- m) be responsible for the Fees from the Terminal Live Date irrespective of the fact that MacKay is unable or prevented or hindered in providing the Services in any way as a result of Client's breach of its obligations as set out in this Agreement or its failure to maintain the Terminals or any other factors beyond the control of MacKay. Where any break in Services is due to a problem with MacKay's provision of the Services, the Client will not be liable for the Fees applicable to any such break in Services;
- n) in the event of a dispute over an invoice under Clause 4, supply MacKay with any information and/or documentation as MacKay should reasonably request, within 2 working days;
- o) not use the Services in any manner whatsoever which constitutes a violation of any law, regulation, ordinance or other enactment, or of any person's rights, which may cause MacKay or CreditCall to be subject to any investigation, prosecution or legal action. MacKay reserves the right to terminate this Agreement with immediate effect in the event that this Clause 3.1.(o) is subject to a breach by the Client;
- p) monitor the Transactions, Refunds and its Merchant Account using WebMIS.

#### 4. PAYMENT & FINANCIAL PROVISIONS

1. The Fees payable for the Services are set out in Schedule A of this Agreement.
2. All Fees are payable in US dollars and are non-refundable.
3. MacKay shall issue invoices to Client for Services provided or to be provided. Terms are Net 30 days from invoice date. MacKay shall invoice Client and Client shall pay MacKay for Services in accordance with the prices, quantities and Services description as outlined in Schedule A. Client shall make payment in full to MacKay within thirty (30) days of invoice date.
4. MacKay shall be entitled to modify Fees and charges upon sixty (60) days written notice to Client.
5. If Fees are increased, Client will have thirty (30) days from the date of the notice to terminate this Agreement by notice in writing to MacKay.
6. MacKay reserves the right to charge and invoice the Client an additional development fee to cover costs in the event that the Merchant Acquiring Bank requires MacKay to complete an accreditation procedure.
7. Unless stated otherwise all Fees, charges and other payments to be made by the Client under this Agreement are exclusive of sales and use tax and any other applicable taxes. It is the Client's responsibility to identify and pay any taxes or charges applied by any statutory or public body in the country and/or state in which the Client carries on its business and the country and/or state in which the Offering is made.
8. All payments due to MacKay shall be paid in full without any set off, counterclaim, deduction or withholding of any kind.
9. MacKay reserves the right to suspend the Services where any amount is outstanding for Services after the invoice due date.
10. MacKay reserves the right to charge daily interest on any outstanding amounts, at a rate equal to 3% per annum above the Royal Bank of Canada base lending rate as current from time to time, whether before or after judgement, until the date actual payment is made.

## 5. SECURITY

1. For security purposes, and in keeping with existing Codes of Practice, the MacKay supplied Terminals:
  - a) do not store any Service User-identifying element of a Transaction, other than temporarily to process the Transaction with the PSP Service; this explicitly includes (but is not limited to) any Card numbers, CVV, CVV2, CVC2 or PVV information and any Track 2 Information derived from the chip or magnetic strip;
  - b) do not log any Service-User identifying element of a Transaction for any purpose at all including debugging or auditing and nor will any other record of a Transaction be held electronically or on paper; and
  - c) do encrypt or obscure the Card numbers either by masking all digits except the first 6 and last 4 numbers; using the last 4 digits only or by applying a secure one way hashing algorithm such as SHA-1.
2. Independent of and notwithstanding the above practices employed by the supplied Terminals, the Client shall:
  - a) not store any Service User-identifying element of a Transaction, other than temporarily to process the Transaction with the PSP Service; this explicitly includes (but is not limited to) any Card numbers, CVV, CVV2, CVC2 or PVV information and any Track 2 Information derived from the chip or magnetic strip;
  - b) not log any Service-User identifying element of a Transaction for any purpose at all including debugging or auditing and nor will any other record of a Transaction be held electronically or on paper; and
  - c) encrypt or obscure the Card numbers either by masking all digits except the first 6 and last 4 numbers; using the last 4 digits only or by applying a secure one way hashing algorithm such as SHA-1.

## 6. PRIVACY

1. Both parties shall at all times comply with any applicable privacy legislation, regulation, order or other enactment. Neither party may disclose personal information relating to any Service User to the other party save where the other party can demonstrate to the disclosing party's satisfaction that the Service User has consented to such disclosure or that such disclosure is otherwise in accordance with law.
2. Where any Service User's personal details are disclosed by one party to the other under Clause 6.1., above, the disclosing party shall not be liable for any loss caused, directly or indirectly to the receiving party, and/or any Service User by reason of any use, misuse or disclosure, made by the receiving party. The receiving party shall indemnify and hold the disclosing party harmless against any loss whatsoever, howsoever arising from any such use, misuse or disclosure, made by the receiving party of such information whether made negligently or otherwise.

## 7. PROPRIETARY RIGHTS

1. The Intellectual Property in the Services and PSP Services, underlying technology and any supporting documentation shall remain exclusively owned by MacKay and/or CreditCall, as the case may be. Nothing in this Agreement shall give the Client any right, title or interest in the Services or PSP Services, underlying technology or supporting documentation, save as expressly set out in this Agreement.
2. This Agreement shall not operate as an assignment to either party of any Intellectual Property right belonging, or licensed, to any other party and each party shall retain ownership of, or other interest in, any such Intellectual Property right to which they may be entitled.
3. Nothing in this Agreement shall entitle either party to use any other party's name, logo, trademark or Intellectual Property right in any way or any context whatsoever without the prior written consent of the other.
4. MacKay reserves the right to assign or sub-contract any of its rights or obligations under this Agreement.
5. Both parties will use their best endeavors to ensure that they do nothing that will bring disrepute to the other party's name or which will affect the other party's reputation.
6. MacKay reserves all rights not expressly granted.

## 8. CONFIDENTIALITY

1. Neither party shall without the prior consent of the other disclose, publish nor make use of, for its own or any purposes, any Confidential Information concerning the other which may come to its knowledge as a result of the discussions leading to this Agreement or anything done pursuant to it. This provision shall not apply:
  - a) to the disclosure or publication of any Confidential Information to any person having a legal right or duty to obtain or require such Confidential Information;
  - b) where such Confidential Information has been disclosed or published to the general public (other than as a result of a previous, unauthorized disclosure, publication, or use for its own purpose by either party);

- c) where the party received the Confidential Information from an independent third party who did not itself obtain it under an obligation of confidentiality;
  - d) where the Confidential Information is already known to the receiving party prior to the commencement of this Agreement (but, for the avoidance of doubt, this exception shall not apply to any Confidential Information which became known to that party during the course of any previous discussions, negotiations or relationship with the other party);
  - e) is developed by the receiving party at any time independently of the Confidential Information disclosed to it by the other party or by persons who have had no access to or knowledge of such information.
2. For the avoidance of doubt Clause 8.1 shall remain in full force and effect whilst this Agreement is in force and for a period of 2 years from the date of termination of this Agreement howsoever caused.
  3. The provisions set out in this Clause 8 are in addition to (and not in substitution for) all other confidentiality obligations agreed between the parties.

## 9. NO WARRANTY

1. MacKay makes no warranty or guarantee whatsoever, explicit or implicit, with regard to the quality, reliability or merchantability of the Services, and/or the PSP Services or the suitability of same for a particular purpose and without limiting the generality of the foregoing, MacKay does not warrant that the Services, the PSP Services, the Bank System or the Public System will be uninterrupted, error free or without delay.
2. Without limiting the generality of the foregoing, MacKay shall not be liable for any failure to provide or maintain the Services where such arises from a technical or other failure of the Public System, the Bank System or any product or service supplied by the Client or by a third party.
3. Without limiting the generality of the foregoing, the Client acknowledges that it has been made aware by MacKay of the types of theft and fraud which may occur and the Client further acknowledges and agrees that MacKay is not responsible in warranty or in contract for any repair, replacement or damages of any sort caused by fraud and/or theft or illegal means.

## 10. LIMITATION OF LIABILITY

1. MacKay will not be responsible for any loss the Client or anyone else suffers in any way related to or in connection with the Services or the PSP Services, regardless of cause. In no event will MacKay be liable for or obligated to pay damages of any kind, to any person, for loss of revenue, loss of profits, loss of business, loss of contracts, loss of goodwill, loss of data, loss of opportunity, damage to reputation or loss of anticipated savings, or any other damages or remedy, whether foreseeable or not, whether MacKay is advised of the possibility of any such losses or not, and whether or not sustained by the Client or any other person.
2. MacKay shall not be liable to the Client in respect of any breach of this Agreement caused by revocation or alteration of any license, permission or authorization governing the operation of the Services, the PSP Services, the Public System or the Bank System from time to time.
3. All risks in respect of authorization and/or settlement of Transactions and Refunds by the Bank System lie with the Client and/or the relevant financial institution, and neither MacKay nor CreditCall shall have any liability in respect thereof to the Client and/or the Service User except where a Transaction or Refund fails due to MacKay's or CreditCall's negligent act or omission in which case MacKay's and CreditCall's sole liability will be to reprocess the Transaction or Refund.
4. Neither MacKay nor CreditCall shall be liable for any costs associated with the acts or omissions of the Client or any third party.
5. In no circumstances will MacKay's liability to the Client hereunder exceed the sum of the Fees paid by the Client for Services for the 12 months preceding the date of any claim.
6. The Client acknowledges and agrees that neither MacKay nor CreditCall will have any liability in contract or in tort for:
  - a) the supply to the Service User of the Offering, invoices, receipts or any other information the Service User may require to use or otherwise take the benefit of the Offering;
  - b) the timeliness, standard, quality and/or suitability of the Offering;
  - c) or in respect of any charge, cancellation or dispute relating to the Offering.
7. The Client shall fully indemnify MacKay and/or CreditCall against any and all expenses, losses or damages resulting from claims or demands brought by a Service User against MacKay and/or CreditCall in respect of the Offering. MacKay shall as soon as reasonably possible give notice to the Client of any such action, proceeding, claim or demand and shall not settle or compromise any claim made by a Service User against MacKay without the prior written consent of the Client, which shall not be unreasonably withheld or delayed.

## 11. TERM, TERMINATION AND SUSPENSION

1. This Agreement will be in force for twelve (12) months from the Effective Date and will automatically be renewed for successive twelve (12) month periods unless the Client notifies MacKay in writing to the contrary at least fifteen (15) weeks before the expiration of the original term or any subsequent renewal, or unless this Agreement is otherwise terminated in accordance with the terms hereof.
2. Either party shall have the right at any time to immediately terminate this Agreement by giving notice to the other party if:
  - a) the other party commits a breach of this Agreement save that where the breach is capable of rectification this Agreement may not be terminated unless the other party fails to remedy the breach within ten (10) days of receipt of a written notice to do so; or
  - b) the other party commits any act of bankruptcy or act of insolvency; or
  - c) the other party proposes or accepts an arrangement with any one or more of its creditors or suffers a petition for winding up (otherwise than for reconstruction or amalgamation) or the appointment of a receiver or administrative receiver over all or any part of its assets; or
  - d) anything analogous to any of the foregoing occurs to the other party under the law of any jurisdiction.
3. MacKay may suspend Services immediately upon non-payment of any amount owing under this Agreement, as of the date such amount becomes due. MacKay may terminate this Agreement if payment is not made in full within ten (10) days of notice of non-payment.
4. MacKay may suspend or terminate PSP Services if the services provided by CreditCall are interrupted or terminated for any reason, and MacKay shall use best endeavors to notify Client in advance of such interruption or termination.
5. Termination of this Agreement shall be without prejudice to any rights that either party may have against the other under the terms of this Agreement which have accrued up to the date of termination.
6. Where this Agreement is terminated (howsoever caused) those provisions of this Agreement capable of surviving termination (including but not limited to Clauses 8, 9, and 10) shall continue in full force and effect.

## 12. WAIVER

1. No failure or delay by either party in exercising its rights under the Agreement shall be construed as a waiver or release from that right or create a precedent or in any way prejudice any party's rights under this Agreement.
2. Any waiver by either party of any provision of this Agreement shall be limited to the particular breach and shall not operate in any way in respect of any future breach.
3. The rights and remedies provided in this Agreement are cumulative and are additional to any rights or remedies provided by law.

## 13. GENERAL

1. The following provisions govern this Agreement:
  - a) Except for payment obligations, neither party will be liable for any failure or delay in performing any obligation under this Agreement that is due to causes beyond its reasonable control, including without limitation act of God, flood, lightning or fire, the act or omission of government, war, terrorism, riot or congestion or non-operation of the Public System or the Bank System. If these causes continue to prevent or delay performance for more than sixty (60) days, the affected party may terminate this Agreement, effective immediately upon notice to the other party.
  - b) The parties to this Agreement are independent entities. Nothing in this Agreement shall constitute any partnership between the parties or to create any relationship of agency between them and neither of the parties has authority to bind the other in any way, unless expressly stated.
  - c) The rights and obligations of the parties will bind and enure to the benefit of their respective successors, executors, administrators and permitted assigns. The Client may not assign or delegate its obligations under this Agreement without the prior written consent of MacKay. MacKay may assign its rights and obligations under this Agreement to a third party in connection with a merger, sale of all or substantially all of MacKay's assets or other corporate reorganization.
  - d) No modification or other change to this Agreement will be binding unless signed by a duly authorized officer of MacKay and a duly authorized officer of the Client.
  - e) This Agreement will be governed by and construed in accordance with laws of the Province of Nova Scotia. Both parties agree that any litigation or arbitration between the parties will take place in the Province of Nova Scotia.
  - f) Reference to any statute, license or other regulation includes a reference to that statute, license or regulation as re-enacted or amended from time to time.

- g) Where the context so admits words denoting the masculine gender shall include the feminine or the neuter and vice versa and words denoting the singular shall denote the plural and vice versa.
- h) The Clause headings are for the purpose of reference only and do not form part of this Agreement, nor do they affect the validity or enforceability of this Agreement.
- i) If any provision of this Agreement is found by a court or any other competent authority to be unenforceable for any reason, all other provisions of the Agreement not affected by such invalidity or unenforceability shall remain in full force and effect; and both parties will seek to agree to a valid and enforceable substitute provision that achieves to the greatest extent possible the economic, legal and commercial objective of the invalid or unenforceable provision.
- j) Except where this Agreement specifies "written notice" or as may otherwise be required by law, all notices under this Agreement shall be given by Internet electronic mail to MacKay at the email address specified below and to the Client at the email address specified in Schedule A. Where this Agreement specifies "written notice," the notifying party will send a written copy, in addition to notice by electronic mail, by any established receipted delivery service to MacKay at the address noted below, and to the Client at the address noted in Schedule A.

Mackay Meters, Inc.  
 PO Box 338  
 1342 Abercrombie Rd.  
 New Glasgow, Nova Scotia  
 Canada B2H 5E3  
 Fax: (902) 752-5955  
[contract.support@mackaymeters.com](mailto:contract.support@mackaymeters.com)

- k) This Agreement, including Schedule A, constitutes the entire agreement between MacKay and Client with regard to the Services, and replaces any previous agreement respecting the Services, and there are no other agreements, warranties, covenants or other obligations arising from any other document or communication between the parties.

**BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THE ABOVE TERMS AND CONDITIONS OF SERVICE, AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS. THE UNDERSIGNED SIGNATORY WARRANTS, PERSONALLY AND ON BEHALF OF THE CLIENT, THAT THE UNDERSIGNED HAS AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CLIENT, AND THAT THE SIGNATURE OF THE UNDERSIGNED IS SUFFICIENT TO FULLY BIND THE CLIENT TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

Client Name:	<b>CITY OF SPOKANE</b>	<b>MACKAY METERS, INC.</b>
Signature:	_____	Signature: _____
Print Name:	_____	Print Name: _____
Title:	_____	Title: _____
Date:	_____	Date: _____

Please sign 2 copies and return to MacKay Meters, Inc.  
An executed copy will then be returned to you.



## SCHEDULE A

Effective Date: \_\_\_\_\_

### CLIENT'S INFORMATION

1. Client Name: \_\_\_\_\_ CITY OF SPOKANE \_\_\_\_\_

2. a) Billing Department Contact:

Name: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

b) Notification Contact:

Name: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

3. a) Billing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b) Notification Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### FEES PAYABLE FOR SERVICES

1. Client shall pay the following set up fees:

a) Merchant ID set up fee (including unlimited MacKay Terminals at time of Merchant ID set up and if applicable one WebMIS Login account):

**\$295 per Merchant ID**

(WebMIS Terms & Conditions can be found on the WebMIS website and are incorporated within this Agreement)

b) Terminal set up fee (only applies when added to an existing Merchant ID):

**\$15 per MacKay Terminal**

c) Additional WebMIS Login account fee (only applies when added to an existing WebMIS Login):

**\$100 per account**

2. Client shall pay additional fees for customized web page design or other additional development or customization work requests:

**Quotes available on request**

3. Client understands and acknowledges that any and all fees, charges or other expenses associated with credit card payments are the responsibility of the Client.

4. Client shall pay the following fees for Services:

	Quantity	Monthly Fee per Terminal*	Fee per Credit Card Transaction*
One-Space Parking Meter	46	\$6.00	\$0.00
Two-Space Parking Meter	278	\$10.00	\$0.00

\* Fee includes communication costs of Terminals on the Public System.

## Costs and Fees for Mackay Meters, Inc.

Item	Description	Price	Unit or Period
<b>1. Hardware</b>			
mkBeacon	New Single Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 1-799*	\$470.00	Each
	New Single Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 800 +*	\$460.00	Each
mkBeacon 2Bay	New Dual Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 1-499*	\$650.00	Each
	New Dual Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 500 -2499*	\$625.00	Each
	New Dual Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 2500 +*	\$605.00	Each
	* The following items are included		
	1) Credit Card Processing / PCI Gateway Fee (per transaction),		
	2) Back Office/Management System Fee (Sentinel and mkAnalytics)		
	3) Training		
	4) Download parameters to mkBeacon to set up rate structure, etc.		
	5) Decals (initial to go on newly purchased device)		
	6) New lock combination as well as a number of corresponding keys.		
	7) One mkBeacon 4 channel Lithium-Ion Battery Charger		
Near-Field Communication (NFC) Card Reader	MacKay offers EMV (Europay, Mastercard, and Visa) payment via contactless card reader payment. Can be added at anytime.	\$100.00	Each
MKH4500 Vault	New Iron Housing comes with a closed coin can and key	\$75.00	Each
Pole	Cost for a new pole which goes under the mkBeacon or mkBeacon 2Bay	\$75.00	Each
<b>2. Software</b>			
mkBeacon	Ongoing monthly fee for mkBeacon software (per device)	\$6.00	Each
mkBeacon 2Bay	Ongoing monthly fee for mkBeacon 2Bay software (per device)	\$10.00	Each
<b>3. Warranty</b>			
mkBeacon or mkBeacon 2Bay	1 Year Warranty (per device)	Included	Each
	2 Year Warranty (per device)	Included	Each
	3 Year Warranty (per device)	\$40.00	Each
	4 Year Warranty (per device)	\$80.00	Each
	5 Year Warranty (per device)	\$120.00	Each
<b>4. Additional Costs</b>			
Passport Payment Display	Fee to display Passport Pay by Phone payment transaction on mkBeacon or mkBeacon 2Bay	\$.10	Each
Installation	Install mkBeacon or mkBeacon 2Bay parking meter at an existing location. Installation is on pre-prepared locations. No civil work is included. Pole preparation is responsibility of the City. Removal, hauling and recycling of existing single space meters is the responsibility of the City.	\$25.00	Each
Development	Cost to develop and set-up new interfaces and reports	\$2,500.00	Each
System Integration	Cost to integrated with third party vendor (system)	\$3,000.00	Each
Field Work and Programming	Cost for one (1) technician to do field work and programming (8-5)	\$ 1,000.00	Day
Decals	Size and design determine cost (cost varies for each decal)	\$1-10	
<b>5. Spare Parts or Items</b>			
37MM0520100	mkBeacon - Rear Cover Assembly	\$74.95	Each
15MM0000000	mkBeacon MCB	\$189.95	Each
20GD0000025	Smart Chute Assembly	\$48.95	Each
30MM0000100	1x6 Front Panel Keypad w/ ribbon cable assembly	\$99.95	Each
30MM0000500	LCD Module - 128x64	\$34.95	Each
37MM0520300	mkBeacon Solar Top Cap Assembly	\$34.95	Each
15MM0520100	mkBeacon Cell Drawer Assembly	\$209.95	Each
15MM0520275	mkBeacon Card Reader Assembly	\$74.95	Each
30GD4000400	6XA-3.6V Lithium-Ion Rechargeable Battery Pack	\$29.95	Each
37MM0000500	mkBeacon Vault Saddle (MKH4000)	\$12.95	Each
50MM0510100	mkBeacon Lock Assembly	\$18.50	Each
UICCCREADER	Contactless Card Reader	\$100.00	Each
Medeco	MKH4000 Housing Electronic Lock (optional)	\$140.00	Each
70HH0001800	mkBeacon 4 channel Lithium-Ion Battery Charger	\$550.00	Each
37HS0520090	Extended Sealed Coin Can – “L” Series Lock – State Combination	\$26.50	Each
75CC0520000	Regular Collection Cart	\$995.00	Each
75CC0520040	Coin Can – Sealed Receptacle c/w Brass Inner Sleeve	\$359.75	Each
75CC0520038	Coin Can - Sealed Receptacle c/w Nylon Inner Sleeve	\$179.95	Each
75CC0000015	Coin Can – Regular Can	\$275.00	Each

**6. Shipping**

mkBeacon or mkBeacon 2Bay	Cost to ship each single or dual space meter	\$5.00	Each
Iron Housing	Cost to ship each iron housing	\$5.00	Each

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

08/30/2021

**Date Rec'd**

8/16/2021

**Clerk's File #**

OPR 2019-0454

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

WATER &amp; HYDROELECTRIC SERVICES

**Contact Name/Phone**

LOREN SEARL 625-7851

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

LSEARL@SPOKANECITY.ORG

**Bid #**

RFQ #5070-19

**Agenda Item Type**

Purchase w/o Contract

**Requisition #**

VB

**Agenda Item Name**

4100 - WATER DEPT. RENEWAL OF VALUE BLANKET ORDER FOR LIQUID CHLORINE

**Agenda Wording**

Approve renewal of the Value Blanket Order with Oxarc, Inc. (Spokane, Wa) for Liquid Chlorine, 150# Cylinders and 1 Ton Containers - \$80,000.00 including tax

**Summary (Background)**

RFQ #5070-19 for Liquid Chlorine, 150# Cylinders and 1 Ton Containers - Annual Supply was publicly solicited in May 2019. Award was correspondingly recommended to Oxarc, Inc. (Spokane, WA) as the low responsive, responsible bidder. This represents the second annual renewal. A 5% price increase has been agreed to by the Water Department.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ 80,000.00

# various

Select \$

#

Select \$

#

Select \$

#

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

BURNS, STEVE

**Study Session\Other**

UE - 8/16/21

**Division Director**

FEIST, MARLENE

**Council Sponsor**

CM Stratton

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

ODLE, MARI

tprince@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

PRINCE, THEA

# Briefing Paper

## Urban Development Committee

<b>Division &amp; Department:</b>	Public Works, 4100 Water & Hydroelectric Services
<b>Subject:</b>	Renewal of Value Blanket for Liquid Chlorine
<b>Date:</b>	August 16, 2021
<b>Author (email &amp; phone):</b>	Loren Searl, <a href="mailto:lsearl@spokanecity.org">lsearl@spokanecity.org</a> , 625-7851
<b>City Council Sponsor:</b>	CM Karen Stratton
<b>Executive Sponsor:</b>	Marlene Feist, Director – Public Works
<b>Committee(s) Impacted:</b>	Urban Development Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic)	Funding for this purchase is included annually in the Water & Hydroelectric Services Department budget.
<b>Strategic Initiative:</b>	Innovative Infrastructure, Urban Experience
<b>Deadline:</b>	The existing value blanket for these products expired 7/1/2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This order supports the competitive procurement of liquid chlorine cylinders on an as-needed basis for water disinfection over a one year period.
<b>Background/History:</b> <i>RFQ #5070-19 for Liquid Chlorine, 150# Cylinders and 1 Ton Containers – Annual Supply was publicly solicited in May 2019. Award was correspondingly recommended to Oxarc, Inc. (Spokane, WA) as the low responsive, responsible bidder. This represents the second annual renewal. A 5% price increase has been agreed to by the Water Department.</i>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li><i>Renewal recommended with Oxarc, Inc. (Spokane, WA) for \$80,000.00 including tax</i></li> <li><i>Second renewal with a 5% cost increase, accepted by the Water Department</i></li> <li><i>Original RFQ #5070-19</i></li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



**Agenda Sheet for City Council Meeting of:**  
08/30/2021

<b>Date Rec'd</b>	8/5/2021
<b>Clerk's File #</b>	OPR 2019-0397
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	5071-19
<b>Requisition #</b>	VB 301062

<b>Submitting Dept</b>	WATER & HYDROELECTRIC SERVICES
<b>Contact Name/Phone</b>	LOREN SEARL 625-7851
<b>Contact E-Mail</b>	LSEARL@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	4100 FIRE HYDRANTS

**Agenda Wording**

Renewal of existing value blanket order with Core & Main (Spokane Valley, WA) for a final three-year term.

**Summary (Background)**

RFQ #5071-19 for 6" Fire Hydrants - Value Blanket was publicly solicited in May 2019. Four quotes were received. Business was correspondingly awarded to Core & Main as the low responsive, responsible bidder. This represents the second renewal and department staff request a single three-year term with no remaining renewal options. Annual spend is estimated at \$260,000.00 including tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.

Lease? NO	Grant related? NO	Public Works? NO
<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>
Expense	\$ 260,000.00	# 4100-42440-94350-56595-99999
Select	\$	#
Select	\$	#
Select	\$	#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>
<b><u>Dept Head</u></b>	BURNS, STEVE	<b><u>Study Session\Other</u></b> UEC 8/16/2021
<b><u>Division Director</u></b>	FEIST, MARLENE	<b><u>Council Sponsor</u></b> CM STRATTON
<b><u>Finance</u></b>	ALBIN-MOORE, ANGELA	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	ODLE, MARI	sjohnson@spokanecity.org
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	
<b><u>Additional Approvals</u></b>		
<b><u>Purchasing</u></b>	PRINCE, THEA	

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Public Works, 4100 Water & Hydroelectric Services																								
<b>Subject:</b>	6" Fire Hydrants – Value Blanket Renewal																								
<b>Date:</b>	16 August 2021																								
<b>Author (email &amp; phone):</b>	Loren Searl, <a href="mailto:lsearl@spokanecity.org">lsearl@spokanecity.org</a> , x7851																								
<b>City Council Sponsor:</b>	Councilmember Stratton																								
<b>Executive Sponsor:</b>	Marlene Feist, Director – Public Works																								
<b>Committee(s) Impacted:</b>	PIES																								
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative																								
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for this order is included annually in the Water & Hydroelectric Services department budget.																								
<b>Strategic Initiative:</b>	Innovative Infrastructure, Safe & Healthy																								
<b>Deadline:</b>	The existing value blanket for these products expires August 21, 2021.																								
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This order supports the competitive procurement of 6" Fire Hydrants in varying bury depths on an as-needed basis to support new construction and necessary replacements.																								
<p><b>Background/History:</b> RFQ #5071-19 for 6" Fire Hydrants – Value Blanket was publicly solicited in May 2019. Four quotes were received. Award was correspondingly recommended to Core &amp; Main (Spokane Valley, WA) as the low responsive, responsible bidder. This represents the second renewal and department staff request a single three-year renewal term with no remaining renewal options.</p> <p><i>This renewal includes the first price increase since the original bid at roughly 12% per the pricing below. Coupling the demonstrated increases this supplier has seen at the manufacturing level with the impact to CPI over the last year, the department feels the increase proposed is reasonable. Annual spend is estimated at \$260,000.00 including tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.</i></p> <p><i>Price Trends Over the Life of this Value Blanket</i></p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr style="background-color: #f4a460;"> <th>Product</th> <th>2019/2020</th> <th>2020/2021</th> <th>Increase</th> <th>2021/2022 Core &amp; Main Proposed</th> <th>Increase</th> </tr> </thead> <tbody> <tr> <td>6" Hydrant, 5' Bury</td> <td>\$ 1,693.00</td> <td>\$ 1,693.00</td> <td>0.00%</td> <td>\$ 1,899.28</td> <td>12.18%</td> </tr> <tr> <td>6" Hydrant, 5.5' Bury</td> <td>\$ 1,730.50</td> <td>\$ 1,730.50</td> <td>0.00%</td> <td>\$ 1,941.39</td> <td>12.19%</td> </tr> <tr> <td>6" Hydrant, 6' Bury</td> <td>\$ 1,768.00</td> <td>\$ 1,768.00</td> <td>0.00%</td> <td>\$ 1,983.45</td> <td>12.19%</td> </tr> </tbody> </table>		Product	2019/2020	2020/2021	Increase	2021/2022 Core & Main Proposed	Increase	6" Hydrant, 5' Bury	\$ 1,693.00	\$ 1,693.00	0.00%	\$ 1,899.28	12.18%	6" Hydrant, 5.5' Bury	\$ 1,730.50	\$ 1,730.50	0.00%	\$ 1,941.39	12.19%	6" Hydrant, 6' Bury	\$ 1,768.00	\$ 1,768.00	0.00%	\$ 1,983.45	12.19%
Product	2019/2020	2020/2021	Increase	2021/2022 Core & Main Proposed	Increase																				
6" Hydrant, 5' Bury	\$ 1,693.00	\$ 1,693.00	0.00%	\$ 1,899.28	12.18%																				
6" Hydrant, 5.5' Bury	\$ 1,730.50	\$ 1,730.50	0.00%	\$ 1,941.39	12.19%																				
6" Hydrant, 6' Bury	\$ 1,768.00	\$ 1,768.00	0.00%	\$ 1,983.45	12.19%																				
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>Renewal recommended with Core &amp; Main (Spokane Valley, WA) for a single three-year term; no renewal options remain</li> <li>Annual spend estimated at \$260,000.00 including tax</li> <li>Original RFQ #5071-19</li> </ul>																									
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>																									

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		





**Agenda Sheet for City Council Meeting of:**  
08/30/2021

<b>Date Rec'd</b>	8/4/2021
<b>Clerk's File #</b>	OPR 2021-0570
<b>Renews #</b>	

<b>Submitting Dept</b>	WATER & HYDROELECTRIC SERVICES	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	LOREN SEARL 625-7851	<b>Project #</b>	
<b>Contact E-Mail</b>	LSEARL@SPOKANECITY.ORG	<b>Bid #</b>	5468-21
<b>Agenda Item Type</b>	Purchase w/o Contract	<b>Requisition #</b>	RN 118
<b>Agenda Item Name</b>	4100 WATERWORKS ACCESS FRAMES & COVERS		

**Agenda Wording**

Five-year value blanket order with Olympic Foundry, Inc. (Seattle, WA) for the purchase of waterworks access frames and covers on an as-needed basis.

**Summary (Background)**

Request for Quotes #5468-21 was issued to more than 80 contacts via the City's electronic bidding portal on July 15, 2021 for Waterworks Access Frames & Covers - Value Blanket. Two quotes were received by the closing deadline on July 30, 2021. Award is recommended to Olympic Foundry, Inc. (Seattle, WA) as the low responsive, responsible bidder for both import and domestic product. This value blanket will be valid for a single five-year term with no renewal options. Annual spend is estimated at \$50,000.00 including tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.

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

Expense	\$ 250,000.00	#	4100-42440-94350-56595-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	BURNS, STEVE	<b><u>Study Session\Other</u></b>	UEC 8/16/2021
<b><u>Division Director</u></b>	FEIST, MARLENE	<b><u>Council Sponsor</u></b>	CM STRATTON
<b><u>Finance</u></b>	ALBIN-MOORE, ANGELA	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	ODLE, MARI	sjohnson@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL		
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>	PRINCE, THEA		

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Public Works, 4100 Water & Hydroelectric Services
<b>Subject:</b>	Waterworks Access Frames & Covers – Value Blanket
<b>Date:</b>	16 August 2021
<b>Author (email &amp; phone):</b>	Loren Searl, <a href="mailto:lsearl@spokanecity.org">lsearl@spokanecity.org</a> , 625-7851
<b>City Council Sponsor:</b>	Councilmember Karen Stratton
<b>Executive Sponsor:</b>	Marlene Feist, Director – Public Works
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases is available in the Water & Hydroelectric Services' department budget.
<b>Strategic Initiative:</b>	Innovative Infrastructure, Safe & Healthy
<b>Deadline:</b>	This value blanket is needed as soon as possible to support department inventory.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This value blanket will support the department's construction and maintenance season by facilitating the competitive purchase of these products on an as-needed basis.
<p><b>Background/History:</b> Request for Quotes (RFQ) #5468-21 was issued to more than 80 contacts via the City's electronic bidding portal on July 15, 2021 for Waterworks Access Frames &amp; Covers – Value Blanket. Two quotes were received by the closing deadline on July 30, 2021. Award is recommended to Olympic Foundry, Inc. (Seattle, WA) as the low responsive, responsible bidder for both import and domestic product.</p> <p><i>This value blanket will be valid for a single five-year term with no renewal options. Annual spend is estimated at \$50,000.00 including tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.</i></p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>Award recommended to Olympic Foundry, Inc. (Seattle, WA) as low responsive, responsible bidder</li> <li>Five-year value blanket with no renewal options</li> <li>Annual spend estimated at \$50,000.00 including tax</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: N/A</p> <p>Other budget impacts: None</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: None</p> <p>Known challenges/barriers: None</p>	



**CITY OF SPOKANE - WATER & HYDROELECTRIC SERVICES**

914 E. North Foothills Drive  
 Spokane, Washington 99207  
 PHONE: 509.625.7800

## QUOTE TABULATION

Quote Number	5468-21	
Description	Waterworks Access Frames & Covers - Value Blanket	
	D&L Supply Co, Inc.	Olympic Foundry Inc.
City #B3330 Access Frame & Plain "Water" Cover 24", Qty. 50	\$ 17,250.00	\$ 13,287.50
City #B3333 Access Frame & Drilled "Water" Cover 24", Qty. 50	\$ 18,750.00	\$ 13,487.50
City #B3336-L-24, Access Frame & Locking "Water" Cover 24", Qty. 1	\$ 405.00	\$ 295.50
<i>Subtotal</i>	\$ 36,405.00	\$ 27,070.50
<b>Domestic Product</b>		
City #B3330-D Access Frame & Plain "Water" Cover 24", Qty. 1	\$ 345.00	\$ 327.75
City #B3333-D Access Frame & Drilled "Water" Cover 24", Qty. 1	\$ 375.00	\$ 352.75

City #B3336-L-24-D, Access Frame & Locking "Water" Cover 24", Qty. 1	\$ 405.00	\$ 389.00
<i>Domestic Product Subtotal</i>	<i>\$ 1,125.00</i>	<i>\$ 1,069.50</i>
All Items Subtotal	\$ 37,530.00	\$ 28,140.00
Sales Tax (9.0%)	\$ 3,377.70	\$ 2,532.60
<b>Quote Total</b>	<b>\$ 40,907.70</b>	<b>\$ 30,672.60</b>

Standard Lead Time	60 Business Days ARO	150 Business Days ARO
Domestic Product Lead Time	60 Business Days ARO	85 Business Days ARO

PLEASE NOTE THAT THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION.  
CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE QUOTE MEETING SPECIFICATIONS.

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

08/30/2021

**Date Rec'd**

8/16/2021

**Clerk's File #**

OPR 2021-0571

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

WATER &amp; HYDROELECTRIC SERVICES

**Contact Name/Phone**

SETH 742-8154

**Contact E-Mail**

SMCINTOSH@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Agenda Item Name**

4100 - WATER DEPT. PURCHASE OF UPRIVER DAM SPILLWAY GATE STOPLOGS

**Cross Ref #****Project #****Bid #**

RFQ #5474-21

**Requisition #**

RE 19918

**Agenda Wording**

Approve purchase of stoplog system for the Upriver Dam Spillway Gate from Finnoe Design, LLC (Spokane, WA) \$159,275 plus applicable sales tax.

**Summary (Background)**

Invitation for Bids RFQ #5474-21 was issued July 1, 2021. Three bid responses were received with Finnoe Design, LLC as the lowest responsive bid. A stoplog system is used to dewater the spillway bays to allow for maintenance of the bays and Tainter gates. The existing system consists of thirteen timber and steel construction stop logs which exhibit high leakage around the ends and between units, and one lifting beam. New stoplogs will be constructed of steel

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ 159,275.00

# 410042460341485420115716

Select \$

#

Select \$

#

Select \$

#

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

BURNS, STEVE

**Study Session\Other**

UDC - 8/16/21

**Division Director**

FEIST, MARLENE

**Council Sponsor**

CM Stratton

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

ODLE, MARI

tprince@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

PRINCE, THEA



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

**Agenda Wording**

**Summary (Background)**

plates minimizing the number of stoplog sections required and will include rubber sealing surfaces. There will be ten 27-feet long, 2-feet tall, and 1-foot wide stop logs. The new steel lifting beam will include remote operated hooks reducing or eliminating the need for divers and/or City personnel in boats for installation and removal.

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


# Briefing Paper

## Urban Development Committee

<b>Division &amp; Department:</b>	Public Works, 4100 Water & Hydroelectric Services
<b>Subject:</b>	Fabrication and Purchase of Upriver Dam Spillway Gate Stoplogs
<b>Date:</b>	August 16, 2021
<b>Author (email &amp; phone):</b>	Seth McIntosh, <a href="mailto:smcintosh@spokanecity.org">smcintosh@spokanecity.org</a> , 509-742-8154
<b>City Council Sponsor:</b>	Karen Stratton
<b>Executive Sponsor:</b>	Marlene Feist, Director – Public Works
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment & Sustainability (PIES) Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic)	Funding for this purchase has been reserved in the Water Department Capital Budget, utilizing Budget Account # 6-year Capital Budget Line = 4100-42460-34148-54201-15716
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Product has a lead time of 30 business days
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Purchase provides safe, effective, and reusable spillway gate lockout for emergencies, inspection, and repairs.
<b>Background/History:</b> A stoplog system is used to dewater the spillway bays to allow for maintenance of the bays and Tainter gates. The existing system consists of thirteen timber and steel construction stop logs which exhibit high leakage around the ends and between units, and one lifting beam. New stoplogs will be constructed of steel plates minimizing the number of stoplog sections required and will include rubber sealing surfaces. There will be ten 27-feet long, 2-feet tall, and 1-foot wide stop logs. The new steel lifting beam will include remote operated hooks reducing or eliminating the need for divers and/or City personnel in boats for installation and removal.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li><i>Fabrication and purchase of stop logs and lifting beam from Finnoe Design, LLC (Spokane, WA)</i></li> <li><i>Base bid value: \$159,275.00 Plus Applicable Sales Tax</i></li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Reference Number	Description	UOM	Quantity	Finnoe Design, LLC	Vanport Marine, Inc.	chet@nwsfab.com
#1	Stoplogs per specifications and drawings	ea	10	\$151,250.00	\$161,082.00	\$175,199.00
#2	Lifting Beam per specifications and drawings	ea	1	\$6,575.00	\$14,935.00	\$7,500.00
#3	Freight Charge	ea	1	\$1,450.00	\$7,930.00	\$1,800.00
Total Extended				\$159,275.00	\$183,947.00	\$184,499.00



## Bid Response Summary

**Bid Number** RFQ 5474-21  
**Bid Title** Fabrication and Purchase of Upriver Dam Spillway Gate Stoplogs  
**Due Date** Wednesday, July 14, 2021 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Finnoe Design, LLC  
**Submitted By** Chris Allen - Wednesday, July 14, 2021 11:40:47 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 chrisallen@finnoedesign.com 5094640881

### Comments

### Question Responses

Group	Reference Number	Question	Response
SCOPE OF WORK			
	#1	<p>Upriver Hydroelectric Project (the Project) is owned and operated by the City of Spokane (City). The Project is located on the Spokane River approximately five miles upstream of Spokane, Washington. The Project was constructed in 1936. The concrete gravity spillway section is 229-foot-wide and 69-foot-long with a height of 38 feet. The spillway consists of eight (8) gated bays. The radial gates are 26 feet wide and 17 feet tall, to maintain a normal pool elevation of 1926.9 feet. The spillway piers are 3-foot-wide and 60-foot 6-inches-long with a total height of 49 feet extending from the top of spillway apron elevation of 1,895.0 feet (City Datum) to the bridge deck elevation of 1,944.0 feet (City Datum). A machinery deck spans the spillway gate piers and provides support for the radial gate hoists at elevation 1,944.0 feet (City Datum) as well as access across the dam. A stoplog system is used to dewater the spillway bays to allow for tainter gate maintenance. At each pier, there is a formed 13 inch wide by 8 inch deep stoplog slot on both sides, to create an overall 27 foot - 4 inch wide stoplog slot opening. The stoplog handling system consists of a gantry crane with two 1.5 ton monorail hoists (3 ton total capacity) and a steel lifting beam with two steel lifting tongs. The stoplog handling system gantry crane travels on rails at the spillway maintenance deck over the spillway. The 1.5 ton monorail hoists were replaced in 2014.</p>	I have read and understand

#2	<p>The City is soliciting bids to fabricate and deliver ten (10) steel stoplogs and one (1) lifting beam for the Upriver spillway dam. Two (2) stoplogs and lifting beam shall be fabricated and delivered to site for test fitting before the other eight (8) stoplogs are fabricated and delivered. Stoplogs are to be fabricated from ASTM A572 Grade 50 steel plates that form a channel shape. Each stoplog is approximately 27 feet long, 2 feet tall, and 1 foot wide. The stoplog slots are existing and the stoplogs are to fit and seal without any modifications to the stoplog slots. Each stoplog will include two (2) openings in the top flange for the lifting beam hooks. Two (2) of the ten (10) stoplogs will include a fill valve in the top flange. The stoplogs with the fill valve will always be placed highest in the stack. No modifications will be made to the existing gantry crane system except for the fabrication of a new lifting beam. The lifting beam is to be fabricated from ASTM A572 Grade 50 steel plates and will be approximately 26.5 feet long. The lifting beam will include two hooks located approximately 5 feet from each end of the lifting beam. There will be lugs on each hook to allow ¼ inch wire rope to connect the lugs to the pulleys. Operators will manually pull on the rope to open the hooks and hooks will close by gravity. Please refer to the bid drawings located in the "Documents" tab for this project for additional details.</p>	understand and agree
SCHEDULE FOR FABRICATON		
#1	First two (2) stoplogs and the lifting beam ready for testing at 30 days ARO and the remaining at 60 days ARO.	I acknowledge and agree
SPECIAL INSTRUCTIONS - GENERAL		
#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the RFQ.	I acknowledge
#2	Specifications for these Stoplogs are spelt out in the document titled "RFQ 5474-21 Upriver Dam Spillway Gate Stoplogs - Specifications" in the Documents Tab for this project. Acknowledge that you have read and understand these specifications.	I acknowledge that I have read and understand the Specifications
#3	If the product differs from the provisions contained herein, these differences must be explained in detail.	Bid as shown on plans and specifications
#4	Bidder must provide specification sheets for items it is bidding; or the City may deem you non-responsive	21-183 Upriver Spillway Stoplogs & Lifting Beam.pdf

#5	Suppliers found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I acknowledge and agree
#6	The awarded vendor would need to provide a 24 hour advance notice prior to delivery. The Contact information would be provided to the awarded vendor.	I acknowledge and agree
#7	Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.	Finnoe Design - Warranty Letter Template.pdf
SUBMISSION OF BIDS		
#1	Bid Responses shall be submitted electronically through the City of Spokane’s bidding portal: <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I acknowledge and agree
#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 3:00 p.m. Pacific Local Time, on the bid opening date.	I acknowledge and agree
#3	All communication between the Bidder and the City upon receipt of this bid shall be via the “Clarification Tab” within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	I acknowledge and agree
INTERPRETATION		
#1	If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.	I acknowledge and agree
WITHDRAWAL OF QUOTES		
#1	Bidders may withdraw Quote prior to the scheduled Quote due date and time. Unless otherwise specified, no Quotes may be withdrawn for a minimum of thirty (30) calendar days after the due date.	I acknowledge and agree
EVALUATION OF QUOTES		
#1	EVALUATION OF QUOTES Evaluation of Quotes shall be based upon the following criteria, where applicable	Yes
#2	The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser.	I acknowledge and agree
#3	The quality of the items quoted, their conformity to specifications and the purpose for which they are required.	I acknowledge and agree
#4	The Bidder's ability to provide prompt and efficient service and/or delivery.	I acknowledge and agree

#5	The character, integrity, reputation, judgment, experience and efficiency of the Bidder.	I acknowledge and agree
#6	The quality of performance of previous contracts or services.	I acknowledge and agree
#7	The previous and existing compliance by the Bidder with the laws relating to the contract or services.	I acknowledge and agree
#8	Uniformity or interchangeability.	I acknowledge and agree
#9	The energy efficiency of the product throughout its life.	I acknowledge and agree
#10	Any other information having a bearing on the decision to award the contract.	I acknowledge and agree
QUOTING ERRORS		
#1	When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.	I acknowledge and agree
REJECTION OF QUOTES		
#1	The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.	I acknowledge and agree
AWARD OF CONTRACT		
#1	Award of contract or purchase, when made, will be to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A QUOTE. Any order resulting from award will be submitted by Purchasing. Unsuccessful Bidders will not automatically be notified of Quote results.	I acknowledge and agree
SALES TAX		
#1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I acknowledge and agree
PAYMENT TERMS		

#1	Supplier acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree
#2	Supplier agrees to accept payment by Credit Card with no additional charges/fees	Yes
BIDDER INFORMATION		
#1	Indicated how many Addenda bidder acknowledges receipt of.	0
#2	Company Name	Finnoe Design and Fabrication, LLC
#3	Company Mailing Address	8304 N Regal St. Spokane, WA 99217
#4	Company Physical Address	8304 N Regal St. Spokane, WA 99217
#5	Person's Name, Title, Email Address, and Phone Number Submitting Bid	Ryan Broach, VP of Production and Sales 509-615-9048
#6	Bidder accepts the Terms and Conditions of in accordance with the document so named in the 'Documents' tab. If bidder elects not to accept the Terms and Conditions as written and attached, the City may deem you non-responsive.	I acknowledge and agree
ADDITIONAL ITEMS		
#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	I acknowledge and agree
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT		
#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration.	I acknowledge and agree

#2	City of Spokane Business Registration Number	We currently do not have one, but are in the process of obtaining one for this project and future work.
#3	If Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.	I acknowledge and agree
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE		
#1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	I acknowledge and agree
#2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	I acknowledge and agree
#3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.	I acknowledge and agree
#4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I acknowledge and agree
MINORITY BUSINESS ENTERPRISE		
#1	Vendor (is ___, is not ___) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS		

#1	Vendor (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	I Certify No Agreement Was Entered
INTERLOCAL PURCHASE AGREEMENTS		
#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	I acknowledge and agree
ACCEPTANCE PERIOD		
#1	Bids must provide thirty (30) days for acceptance by the City from the due date for receipt of Bids. Acknowledge.	I acknowledge and agree
PCB CERTIFICATION		
#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Don't Know
#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
#3	If so were PCBs found at a measureable level?	Don't Know
#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Don't Know
#5	If so attach the results or note from whom the results can be obtained.	
#6	Do you have reason to believe the product contains measureable levels of PCBs?	No
#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No

GENERAL INSTRUCTIONS			
#1	Time is of the essence in the performance of this contract.	I acknowledge and agree	
#2	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	I acknowledge and agree	
#3	The City reserves the right to accept or reject any part of or all Bids and to accept the Bid(s) deemed to be in the best interest of the City. The City may choose from more than one vendor. The City of Spokane reserves the option of awarding by type or grouping, or by any manner most advantageous for the City.	I acknowledge and agree	
#4	Bidder should be aware that Quotes may be rejected if all questions are not completely and correctly answered.	I acknowledge and agree	
ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER			
#1	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.	Finnoe Deign and Fabrication, LLC 8304 N Regal St Spokane, WA 99217	
DELIVERY - F.O.B. Delivery Point			
#1	FOB Delivery Point: City of Spokane, Attn: Spokane Water Department 2701 N Waterworks St., Spokane WA 99212	I acknowledge	
#2	FREIGHT TRANSPORTATION CHARGES, if applicable, will be prepaid and add; and listed as a separate line item on invoices.	I acknowledge	
#3	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I acknowledge	
#4	Vendor's standard delivery time after receipt of order. Enter number of calendar days that could be expected from day vendor receives order until delivery.	Per contract requirements noted above.	
PRICING			
#1	Sales Tax: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I acknowledge and agree	



<p>#2</p>	<p>Complete Pricing Tab. Unit Pricing is not to include sales tax.</p>	<p>21-183 Upriver Spillway Stoplogs &amp; Lifting Beam.pdf</p>
<p>ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD</p>		
<p>#1</p>	<p>Should Bidder Want To Upload Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.</p>	

## Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
PRICING								
	#1	Stoplogs per specifications and drawings	Base	ea	10.00	\$15,125.00	\$151,250.00	
	#2	Lifting Beam per specifications and drawings	Base	ea	1.00	\$6,575.00	\$6,575.00	
	#3	Freight Charge	Base	ea	1.00	\$1,450.00	\$1,450.00	
<b>Total Base Bid</b>	\$159,275.00							



Design, Drafting & Fabrication  
8304 N. Regal St  
Spokane, WA 99217  
Phone: 509.615-9048  
Email: [ryanbroesch@finnoedesign.com](mailto:ryanbroesch@finnoedesign.com)

Attn: City of Spokane

Date: 7/14/2021

Re: Steel Supply: Finnoe Design, LLC Proposal #FD21-183

### **Bid Letter**

Finnoe Design LLC proposes, subject to the terms and conditions stated herein, to Furnish Materials, Detail, Fabricate, Finish Paint and Deliver FOB Jobsite, the materials as follows:

#### **A. DRAWINGS AND SPECIFICATIONS**

1. Drawings H363793-00000-240-250-0001, H363793-00000-240-250-0010, H363793-00000-240-250-0011, H363793-00000-240-250-0020 Dated 6-14-2021. Specs H363793-352116 pages i, ii, and 1-9 Rev A

**QTY 10 STOPLOGS PER SPECIFICATIONS AND DRAWINGS: ..... \$15,125.00 ea**

**QTY 1 LIFTING BEAM PER SPECIFICATIONS AND DRAWINGS: ..... \$6,575.00 ea**

**FREIGHT CHARGE PRICING: ..... \$1,450.00**

#### **B. Scope of Work:**

1. Detailing, Shop Drawings
2. Fabrication of 1 Lifting Beam and 10 total Spillway Stoplogs Per Specifications and Drawings provided at time of bid as noted above.
3. All Carbon steel finish painted per specifications
4. Shop assembly of Rubber Seals, Seal clamp bars, UHMW bumpers, Bumper supports, Stoplog feet, Valves, Pins, Keeper plates, Bushings, Pulleys. Hooks and Nameplates Per Specifications and Drawings provided at time of bid as noted above.
5. Outside inspection
6. Shop and Site test fit
7. Delivery FOB to the Jobsite in Spokane, WA

#### **C. Exclusions:**

## **D. SCHEDULE:**

- a. Schedule to be mutually agreed upon at time of award
- b. Pricing is based on work to be accomplished during standard (8) hour workdays and a forty (40) hour work week.
- c. All work shall be performed on a straight time, continuous basis. Should the Owner elect to accelerate the work of this project, Finnoe Design, LLC shall be reimbursed all additional costs of acceleration including premium costs, production loss of efficiency, equipment costs, stand-by costs, etc.

## **E. CONDITIONS AND CLARIFICATIONS**

1. Pricing does not include bonding by Finnoe Design
2. Pricing does not include Sales and/or Use Taxes.
3. Proposal presented is firm for (21) days.
4. Material and Freight Escalation. Due to market volatility of steel pricing and availability our price can increase due to pricing increases at time of award. Should the schedule agreed to upon, at the time of award change, material and freight costs will be modified in accordance with a mutually agreed upon pricing index.
5. Material grades as follows, WF ASTM A992, Angle and Bar A36, Plate A572-50, Tube A-500-B
6. Welding and welding inspection to be per AWS D1.1
7. Pricing includes only those materials shown on the BOM for the shop drawings, Items not included in the BOM are not part of our supply.
8. This proposal shall be included as part of any contract agreement.
9. This offer is made with the understanding that a pre-award meeting will include a review and mutual acceptance of the Scope of Work, Contract Documents, Schedule, Terms and Conditions prior to finalizing an agreement.
10. Extra charges due to design revisions will incorporate all office and shop labor below the department manager/superintendent level, regardless of function at \$75.00 per man-hour (straight time) with any extra material added at cost (including waste) plus 15%. All detailing changes are charged at \$75.00 per man-hour.
11. Instructions to proceed without a signed agreement constitute acceptance of Finnoe Design proposal by Purchaser without change, except as previously agreed. The same applies to revisions, additions, deletions, and other charges.
12. Should Finnoe Design proceed with work under an agreement without written authority that fact does not constitute acceptance of Purchaser's contract documents, except as previously agreed to.
13. Sums withheld pending resolution of disputes will be withheld only from sums subject to dispute. Such sums are not to be withheld in addition to retainage.
14. Finnoe Design will not be held liable for incidental, indirect, or consequential damages for which Purchaser is liable to its client or to any other entity. Liquidated damages will not be accepted

## **F. CERTIFICATIONS**

1. Project will be fabricated to AISC and AWS D1.1 standard.
2. Welders and procedures will be certified to AWS D1.1 and/or WABO
3. AISC Certified BU Fabrication Facility
4. King County Regional SCS Certification #2646

## **G. STANDARD EXCLUSIONS**

1. City, County or State Shop Certifications
2. All/Owner's risk insurance
3. Back charges without prior review and approval
4. Domestic Materials to include the Buy America or American Act compliance.
5. Connection design/Engineering
6. Connection work for other trades
7. Consequential and actual damages
8. Field measurements. Any field dimensions required for shop detailing shall be furnished to Finnoe Design, LLC in a timely manner by our client.
9. Professional Liability Insurance
10. Reinforcing bars and mesh
11. Sales and/or Use Taxes. Any applicable taxes are additive to invoiced amounts.
12. Temporary materials
13. Work not shown on structural drawings

## **H. Payment Terms:**

1. Prices: Based on order for all items.
2. Back charges for Errors and Omissions will not be accepted unless approved by Finnoe Design.
3. Liquidated Damages will not be accepted.
4. No retention allowed
5. Quote valid for 21 days (schedule to be evaluated at time of award)
6. Monthly progress billings will be submitted for the following items
  - i. Raw materials purchased and stored at fabrication facility
  - ii. Completed fabricated materials stored at fabrication facility
  - iii. Completed fabricated materials shipped to the job or job storage yard
7. Payments net 30

**Sincerely,  
Ryan Broesch**

**Plant / Sr. Project Manager  
Finnoe Design LLC**



Industrial, Structural & Mechanical  
Design, Drafting & Fabrication  
8304 N. Regal St  
Spokane, WA 99217  
Phone: 509.981-4642  
Email: [benfinnoe@finnoedesign.com](mailto:benfinnoe@finnoedesign.com)

## **WARRANTY LETTER**

Finnoe Design, LLC does hereby warrant and guarantee that the steel fabrication work provided by Finnoe Design, LLC per contract, for the project referenced below, will be free of faults in workmanship or material for 1 year from date of Finnoe Design, LLC substantial completion of **October, 15th 2021**.

**Project:** Upriver Dam – Spillway Gate Stoplogs  
2701 N Waterworks Street  
Spokane, WA 99212

**Owner:** City of Spokane  
914 E North Foothills Dr.  
Spokane, WA 99207

**General Contractor:** N/A

**Exceptions:** Damage or abuse by others, alterations to supplied materials, corrosive cleaners, salt based or chemical-based de-icers, Materials provided by others.

**Signed:** \_\_\_\_\_  
Ben Finnoe  
President  
Finnoe Design, LLC

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

08/30/2021

**Date Rec'd**

8/18/2021

**Clerk's File #**

OPR 2021-0572

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

VB300535

**Submitting Dept**

FLEET SERVICES

**Contact Name/Phone**

RICHARD GIDDINGS 625-7706

**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Agenda Item Name**

5100-VB

**Agenda Wording**

Fleet services would like to increase the current Battery Systems VB 301085 by \$15,000. This VB will renew on September 19, 2021. Fleet would like to increase the yearly expenditure of VB 301085 renewals to a yearly \$75,000 expenditure.

**Summary (Background)**

This VB provides Fleet with the ability to purchase batteries as needed, per RFQ 55156-19. We recommend approval for the increase in expenditure for VB 301085 and its renewals. Funding for this VB is included in the Fleets Services budget.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Expense \$ 75000

Select \$

Select \$

Select \$

**Budget Account**

# 5100-71700-48348-53211-55660

#

#

#

**Approvals****Dept Head**

GIDDINGS, RICHARD

**Division Director**

WALLACE, TONYA

**Finance**

ORLOB, KIMBERLY

**Legal**

ODLE, MARI

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

PRINCE, THEA

**Council Notifications****Study Session\Other**

8/16/2021

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

mmartinez

# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Battery Systems VB Expenditure Increase
<b>Date:</b>	August 16, 2021
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet services would like to increase the Battery Systems VB 301-085-001 by \$15,000. This VB will renew on September 19, 2021. Fleet would like to increase the yearly expenditure of VB 301085 renewals to a yearly \$75,000 expenditure.	
<b>Executive Summary:</b> <u>Impact</u> <ul style="list-style-type: none"> <li>This VB provides Fleet with the ability to purchase batteries as needed, per RFQ 55156-19.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>We recommend approval for the increase in expenditure for VB 301085 and its renewals.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this VB is included in the Fleets Services budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

# Memorandum



**To:** Members of City Council

**CC:** Mayor Woodward

Johnnie Perkins, CAO

**From:** Micaela Martinez

**Date:** August 16, 2021

**Re:** Value Blanket for Battery Systems Expenditure Increase

---

**Request:**

Fleet Services is requesting approval to increase the Battery Systems value blanket amount.

- VB 301-085-001 will renew on September 19, 2021.
- Request to increase annual amount by \$15,000, to a total annual expenditure of \$75,000.
- Funding for this value blanket is included in the Fleets Services budget.

**Background:**

This value blanket provides Fleet Services with the ability to purchase batteries as needed, per RFQ 55156-19.

**Conclusions & Recommendations:**

We recommend approval for the increase in expenditure for VB 301-085-001 and its renewals.





**Agenda Sheet for City Council Meeting of:**  
08/30/2021

<b>Date Rec'd</b>	8/16/2021
<b>Clerk's File #</b>	OPR 2021-0501
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	CR22861

<b>Submitting Dept</b>	FACILITIES MANAGEMENT
<b>Contact Name/Phone</b>	JEFF TEAL X6533
<b>Contact E-Mail</b>	JTEAL@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5900 - CONTRACT AMENDMENT FOR INTERMODAL LANDSCAPING

**Agenda Wording**

The first CPTED project is a landscaping improvement project. This amendment is the result of an engineering study that was done related to the retaining wall abutting the railroad property. The cost of the additional work is \$33,833.60 w/tax.

**Summary (Background)**

Part of the original contract cost included an engineering review of the retaining wall. A revised wall design for the new cast in place concrete retaining wall was received as a result of the engineering review. The construction of the required retaining wall per the engineers recommendations, the removal of an additional tree as required to complete the regrading, and the installation of a guard rail on top of the new wall for safety is estimated to cost \$31,040 before sales tax.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Expense \$ 33,833.60

Select \$

Select \$

Select \$

**Budget Account**

# 5901-49854-94000-56314-89006

#

#

#

**Approvals**

**Dept Head** TEAL, JEFFREY

**Division Director**

**Finance** BUSTOS, KIM

**Legal** ODLE, MARI

**For the Mayor** ORMSBY, MICHAEL

**Additional Approvals**

**Purchasing**

**Council Notifications**

**Study Session\Other** PIES 8-23-2021

**Council Sponsor** CM Kinnear

**Distribution List**

lkinnear@spokanecity.org; gbyrd@spokanecity.org

twallace@spokanecity.org; jteal@spokanecity.org

laga@spokanecity.org; ablain@spokanecity.org

ddaniels@spokanecity.org

kbustos@spokanecity.org

# Briefing Paper

## Public Safety and Community Health Committee

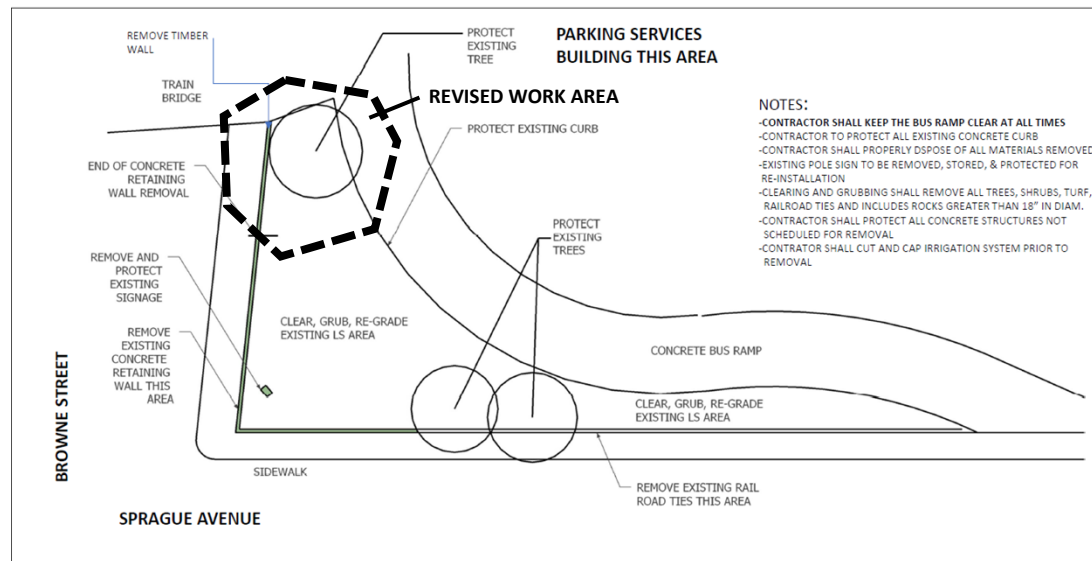
<b>Division &amp; Department:</b>	Finance – Facilities Management
<b>Subject:</b>	Contract for CPTED landscape improvements at Intermodal
<b>Date:</b>	08/13/2021
<b>Contact (email &amp; phone):</b>	Jeff Teal, <a href="mailto:jteal@spokanecity.org">jteal@spokanecity.org</a> , X 6533
<b>City Council Sponsor:</b>	CM Lori Kinnear
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Public Safety, Finance & Administration
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Strategic Investment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approve contact cost increase

### Background/History:

In July 2021 the City Council approved the first contract for a CPTED project at the intermodal Facility.

The project includes the following improvements:

- Remove the existing railroad ties that form a low retaining wall along Sprague.
- Remove the existing concrete retaining wall along Sprague/Browne.
- A new concrete retaining wall will be poured adjacent to the railroad bridge.
- Remove all existing plant material—existing trees will be protected and limbed up.
- Area will be regraded to slope evenly to the back of the sidewalk.
- 70 new shrubs will be planted & irrigated, and the area will covered with basalt cobble.



Bids for the base work were received on June 16, 2021 with the cost of the improvements being \$76,539.80, including sales tax.

With the completion of the contract required engineering review and development of a revised wall design for the new cast in place concrete retaining wall, Facilities is requesting council approve an additional \$34,000 to complete the construction of the required retaining wall per the engineers recommendations, the removal of an additional tree as required to complete the regrading, and the installation of a guard rail on top of the new wall for safety.

Executive Summary:

With a recent brush fire near the corner of Sprague/Browne (corner of the Intermodal Complex), and the CPTED recommendations, the City desires to make a variety of landscaping, fencing, signage, and lighting improvements that will improve the safety of this facility.

The first CPTED project is a landscaping improvement project. Bids were received on June 16, 2021 with the successful bidder being Wall and Company, LLC. The initial cost of the safety improvements is \$76,539.80, including sales tax. Per a required engineer's review, an additional \$34,000 dollars are necessary to complete the construction of a cast in place concrete retaining wall.

The funding for this contract is coming from earmarked CPTED dollars, from the proceeds of the Normandie property sale.

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**

**CONTRACT AMENDMENT**

Title: **INTERMODAL LANDSCAPE**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WALL AND COMPANY, LLC**, whose address is 18512 East Bow Avenue, Spokane Valley, Washington 99016, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform Landscape Services at the Intermodal Facility; and*

*WHEREAS, a change to the original Contract 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 August 10, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on July 1, 2021 and shall run through December 31, 2021.

**3. AMENDMENT.**

The scope of work in the original contract is hereby amended to include the additional work referenced in the attached Project Change Order.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **THIRTY-ONE THOUSAND FORTY AND NO/100 DOLLARS (\$31,040.00)** plus applicable tax, 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.

**WALL AND COMPANY, LLC**

**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:**  
Contractor's August 9, 2021 Estimate

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

08/30/2021

**Date Rec'd**

8/3/2021

**Clerk's File #**

OPR 2016-0794

**Renews #****Submitting Dept**INNOVATION & TECHNOLOGY  
SERVICES**Cross Ref #****Contact Name/Phone**

MICHAEL SLOON 625-6468

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

MSLOON@SPOKANECITY.ORG

**Bid #**

RES 2018-0082

**Agenda Item Type**

Contract Item

**Requisition #**

CR22820

**Agenda Item Name**

5300 ASSETWORKS M-5 ANNUAL MAINTENANCE &amp; SUPPORT

**Agenda Wording**

A contract with Assetworks as sole source for annual maintenance and support of Citys Fleet Asset Management System (M5) and authorizing staff to execute contract October 1, 2021 - September 30, 2022. Contract amount is \$95,692.17 including tax.

**Summary (Background)**

This contract is necessary in order to obtain software upgrades for all M5 and receive AssetWorks Help Desk support. AssetWorks is the only authorized firm to provide maintenance services on the M5 software system. Included in this support are: FleetFocus M5, Chrystal Reports, FuelFocus for Fleet and Asset Management, and TripCard software.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ 95,692.17

# 5300-73300-18850-54820

Select \$

#

Select \$

#

Select \$

#

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

SLOON, MICHAEL

**Study Session\Other**8/16/21 FINANCE  
COMMITTEE**Division Director**

FINCH, ERIC

**Council Sponsor**

MICHAEL CATHCART

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

ODLE, MARI

Accounting - ywang@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

Contract Accounting - aduffey@spokanecity.org

**Additional Approvals**

Legal - modle@spokanecity.org

**Purchasing**

WAHL, CONNIE

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax &amp; Licenses

Rob Hallet - rob.hallet@assetworks.com

# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	AssetWorks M5 Annual Support and Upgrades
<b>Date:</b>	August 16, 2021
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	Michael Cathcart
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Finance and Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – AssetWorks Fleet Asset Management System (M5) Annual Software Maintenance and Support  Utilizing Budget Account #5300 73300 18850 54820
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	September 30, 2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Ongoing support and upgrades
<b>Background/History:</b>	
AssetWorks supports the City's Fleet Asset Management System (M5), which is utilized by Fleet, Fire and Asset Management Departments. AssetWorks is the only supplier of M5 licensing. The 2020 contracted amount was \$90,885.61. The price difference is the contracted annual increase.	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>Contract with AssetWorks for Annual Software Maintenance and Support of the City's Fleet Asset Management System.</li> <li>Requesting \$95,692.17 including tax for the renewal of this contract.</li> <li>Term is October 1, 2021 – September 30, 2022</li> </ul>	
<b>Budget Impact:</b>	
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.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



**City of Spokane**

**CONTRACT EXTENSION  
WITH COST**

**Title: Annual Support and Upgrades for Fleet  
Services Equipment System Software**

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 **ASSETWORKS**, whose address is 998 Old Eagle School Road, Suite 1215, Wayne, Pennsylvania 19087 as ("**Consultant**"), individually hereafter referenced as a "party", and together as the "parties."

*WHEREAS, the parties entered into a Contract wherein the **Consultant** agreed to provide for the City Annual Software Maintenance and Support for FleetFocus M5, Crystal Reports, FuelFocus, includes product updates and enhancements, unlimited email and telephone support for 12 months; and*

*WHEREAS, additional time is required, and thus the Contract time for performance needs to be formally extended by this written document.*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated August 25, 2010 and September 27, 2010, 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 October 1, 2021.

**3. EXTENSION.**

The contract documents are hereby extended and shall run through September 30, 2022.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **NINETY FIVE THOUSAND SIX HUNDRED NINETY TWO AND 17/100 DOLLARS (\$95,692.17)**, including tax, 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.

**ASSETWORKS**

**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 Extension:**

AssetWorks' Annual Maintenance Renewal No. #8366 M5FL MNT21

21-144



## MAINTENANCE RENEWAL

998 Old Eagle School Road | Suite 1215 | Wayne PA 19087-1805

Tel (858) 452-0458 Fax (858) 452-0478

Number 8366 M5FL MNT21\_Rev2

Revised to split maintenance  
and hosting onto separate quotes

TO: City of Spokane  
FROM: AssetWorks LLC  
DATE: July 20, 2021  
RE: FleetFocus M5 Maintenance Renewal

Prices valid through September 30, 2022

### Annual Software Maintenance and Support for period 10/1/2021 - 9/30/2022

FleetFocus M5	\$	71,421.68
Crystal Reports	\$	1,529.17
TripCard module	\$	2,819.97
FuelFocus software for Fleet	\$	11,379.27
FuelFocus software for Asset Management	\$	640.88
Includes product updates and enhancements, unlimited email and telephone support for periods specified		

Subtotal, 2021-22 Maintenance, not including tax and options \$ 87,790.98

WA Sales Tax: 9.0000% \$ 7,901.19

**GRAND TOTAL, Taxes Included \$ 95,692.17**

### REMIT TO:

#### CHECKS

AssetWorks  
PO Box 202525  
Dallas TX 75320-2525

All software updates are electronically delivered  
For Visa, MasterCard, and American Express payments, add 4% to the total due

#### EFT, ACH, OR DIRECT DEPOSIT

Wells Fargo, 8601 N. Scottsdale Rd., Scottsdale AZ 85253  
ABA # 122105278  
Account # 5076434348

US Tax ID # 98-0358175  
Canada GST/HST # 834113896 RT0001  
AssetWorks LLC is a subsidiary of Trapeze Software Group Inc.

If you require a separate invoice, complete this form and return it by email or fax; AssetWorks will issue an invoice as you instruct below. If your organization requires us to reference a purchase order number on our invoice, we must receive that PO by email to Colleen.Boutcher@AssetWorks.com. **Do not mail POs to our remittance address.**

#### Terms

This maintenance renewal is issued pursuant to the terms of the current AssetWorks contract with your organization. The parties will continue to be bound by those terms during any renewal period unless otherwise agreed by both parties through a signed amendment. Notification of termination of maintenance is required 90 days prior to annual renewal date.

#### SOLE SOURCE

FleetFocus is proprietary property of AssetWorks LLC and protected by law. Another party cannot alter, modify, change, manipulate or provide maintenance for this product without infringing upon AssetWorks' ownership rights. Accordingly, **AssetWorks is the sole source for software, maintenance and services of its products.**

I, the undersigned, accept this maintenance renewal as described above.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

☐ PO REQUIRED: # \_\_\_\_\_ ☐ NO PO REQUIRED ☐ WILL PAY BY QUOTE - NO SEPARATE INVOICE NEEDED

☐ Please MAIL invoice to: \_\_\_\_\_

☐ Please E-MAIL invoice to: \_\_\_\_\_

→ If you have any questions, please contact Colleen Boutcher at Colleen.Boutcher@AssetWorks.com. **Thank You!** ←



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/25/2020

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

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

<b>PRODUCER</b>  Marsh Canada Limited 120 Bremner Blvd., Suite 800 Toronto, ON M5J 0A8	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>	
	<b>EMAIL ADDRESS:</b>		
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b>  CONSTELLATION SOFTWARE INC. AND ASSETWORKS LLC FLEET DIVISION 998 OLD EAGLE SCHOOL RD. WAYNE, PA 19087	<b>INSURER A:</b> Federal Insurance Company		<b>NAIC #</b> 20281
	<b>INSURER B:</b>		
	<b>INSURER C:</b> Chubb Insurance Company of Canada		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER: 20/21-091****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			9950-48-39	09/27/2020	09/27/2021	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 1,000,000
	OTHER:						TENANTS LEGAL LIABILITY	\$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b>			73600397	09/27/2020	09/27/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			78183369	09/27/2020	09/27/2021	EACH OCCURRENCE	\$ 14,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE	\$ 14,000,000
		<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			7176-4342	09/27/2020	09/27/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> YES <input type="checkbox"/> NO					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	<b>PROFESSIONAL LIABILITY AND TECHNOLOGY E&amp;O</b>			9950-48-39	09/27/2020	09/27/2021	PER CLAIM & IN THE AGGREGATE	\$ 5,000,000
							SELF INSURED RETENTION	\$ 1,000,000

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

CITY OF SPOKANE, ITS AGENTS, OFFICERS, AND EMPLOYEES ARE ADDED AS ADDITIONAL INSURED WITH RESPECT TO THE COMMERCIAL GENERAL LIABILITY POLICY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.  
THE US COMMERCIAL GENERAL LIABILITY POLICY, US AUTOMOBILE POLICY, US WORKER'S COMPENSATION & EMPLOYER'S LIABILITY POLICY, AND TECHNOLOGY E&O LIABILITY HAVE BEEN PLACED BY SERVICE OF MARSH USA INC. MARSH CANADA LIMITED HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THESE PLACEMENTS WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.

**CERTIFICATE HOLDER**CITY OF SPOKANE  
808 WEST SPOKANE FALLS BLVD.  
SPOKANE, WA 99201**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

© 1988-2015 ACORD CORPORATION. All rights reserved.

**License Information:**[New search](#) [Back to results](#)**Entity name:** ASSETWORKS LLC**Business name:** ASSETWORKS INC**Entity type:** [Limited Liability Company](#)**UBI #:** 602-882-207**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 16201 E INDIANA AVE  
STE 2000  
SPOKANE VALLEY WA 99206-6806**Mailing address:** 998 OLD EAGLE SCHOOL RD  
STE 1215  
WAYNE PA 19087-1805**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)**Endorsements**

Endorsements held at this loc	License #	Count	Details	Status	Expiration date	First issuance
<a href="#">Spokane General Business</a> - Non-Resident	T12056839BU			Active	Apr-30-2022	Oct-15-2012



**Governing people****Title**

BEATTIE, BRIAN

MILLER, MARK

**Registered Trade Names****Registered trade names****Status****First issued**

ASSETWORKS LLC

Active

Jun-22-2016

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 6/17/2021 12:30:53 PM

**Contact us**[How are we doing?](#)**[Take our survey!](#)**[Don't see what you expected?](#)**[Check if your browser is supported](#)**

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

08/30/2021

**Date Rec'd**

8/11/2021

**Clerk's File #**

OPR 2018-0598

**Renews #****Cross Ref #****Submitting Dept**INNOVATION & TECHNOLOGY  
SERVICES**Contact Name/Phone**

MICHAEL SLOON 625-6468

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

MSLOON@SPOKANECITY.ORG

**Bid #**

RFP 4430-18

**Agenda Item Type**

Contract Item

**Requisition #**

CR22841

**Agenda Item Name**

5300 RUBICON ANNUAL MAINTENANCE

**Agenda Wording**

Annual maintenance with Rubicon Global, LLC for solid waste collections management and telematics system for Solid Waste Collection and Street vehicles. Contract amount is \$179,936.11 including tax.

**Summary (Background)**

The City selected Rubicon Global, LLC through RFP #4430-18 to provide route management and telematics solutions. This technology provides paperless routing, navigation, route optimization, service confirmations, exception flagging, photo capabilities, vehicle reports, and additional data collection. The 2020 cost was \$179,771.03 including tax. This year's cost is \$179,936.11 including tax. The difference in cost is the increase in sale tax by .01%.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ 119,768.47

# 4500-45100-37148-54201

Expense \$ 58,990.44

# 4500-44200-37148-54201

Expense \$ 1,177.20

# 1100-21800-42660-54303

Select \$

#

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

SLOON, MICHAEL

**Study Session\Other**8/16/2021 Finance  
Committee**Division Director**

FINCH, ERIC

**Council Sponsor**

Michael Cathcart

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

ODLE, MARI

Accounting - ywang@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

Contract Accounting - aduffey@spokanecity.org

**Additional Approvals**

Legal - modle@spokanecity.org

**Purchasing**

WAHL, CONNIE

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax &amp; Licenses

Michael Allegetti - mallegetti@rubicon.com

# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Rubicon Global, LLC Annual Software renewal and additional vehicle Tablet/Pods purchases.
<b>Date:</b>	August 16, 2021
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	Michael Cathcart
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Finance and Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Rubicon Global, LLC Annual Software Maintenance, Support and purchase of vehicle tablets and pods.  Utilizing Budget Account # 4500-44200-37148-54201 - \$58,990.44 Utilizing Budget Account # 4500-45100-37148-54201 - \$119,768.47 Utilizing Budget Account # 1100-21800-42660-54303 - \$1,177.20
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	September 30, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Ongoing annual maintenance and support and additional purchases for vehicle tablets and pods.
<b>Background/History:</b> The City selected Rubicon Global, LLC through RFP #4430-18 (OPR 2018-0598) to provide route management and telematics solutions. This technology provides paperless routing, navigation, route optimization, service confirmations, exception flagging, photo capabilities, vehicle reports, and additional data collection. The 2020 cost was \$179,771.03.89 (plus applicable tax). This year's cost is \$179,936.11 including tax. The difference in cost is the increase in sale tax by .01%.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Contract with Rubicon Global, LLC for Annual Software Maintenance and Support of the City's OnBase document imaging system.</li> <li>Purchase of additional vehicle tablets</li> <li>Purchase of additional vehicle pods</li> <li>Requesting \$179,936.11 including tax for the renewal of this contract.</li> <li>Term is October 1, 2021 – September 30, 2022</li> </ul>	
<b>Budget Impact:</b> 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.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



**City of Spokane**

**CONTRACT RENEWAL  
1 OF 2**

**Title: MASTER SOFTWARE  
SERVICES AGREEMENT**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **RUBICON GLOBAL, LLC**, a Delaware limited liability company, whose address is 950 East Paces Ferry Road, Suite 1900, Atlanta, Georgia 30326 as ("Rubicon"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein Rubicon agreed to provide on-going annual maintenance and support for solid waste collections management and telematics system for Solid Waste Collection vehicles for the City; and*

*WHEREAS, the initial contract provided for two (2) additional one-year renewals, with this being the 1st of those renewals.*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated October 4, 2018 and October 8, 2018, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Renewal shall become effective on October 1, 2021 and shall run through September 30, 2022.

**3. COMPENSATION.**

The City shall pay a maximum cost not to exceed **ONE HUNDRED SIXTY-FIVE THOUSAND SEVENTY-NINE AND NO/100 DOLLARS (\$165,079.00)** plus applicable tax, for everything furnished and done under this Contract Renewal pursuant to Company's July 12, 2021 Proposal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

**4. DEBARMENT AND SUSPENSION.**

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or



ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

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

**RUBICON GLOBAL, LLC**

**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:**

Rubicon’s July 16, 2021 Proposal

21-142



# RUBICON

## CITY OF SPOKANE – CONTRACT RENEWAL – 07/16/2021

RUBICONSmartCity™ is a suite of technology products and services designed to help city governments run waste and recycling operations faster, smarter, and more effectively. With our unique technology installed in city trucks, Rubicon helps the City of Spokane save money and provide more effective solid waste and recycling services. The City selected Rubicon Global, LLC through RFP # 4430-18 to provide route management and telematics solutions. Our technology provides paperless routing, navigation, route optimization, service verifications, exception flagging, photo capabilities, vehicle reports, and additional data collection.

The City's initial three-year term expires on the current contract (OPR 2018-0598) on September 30, 2021. Per the contract, the City has two one-year options to renew at the current rate of \$179,771.03 including tax. The following quote assumes the City exercises it's one-year option for the contract term of October 1, 2021 – September 30, 2022.

Description	Quantity	Unit	Unit Price	Line Amount
Smart City Subscription – Year 4	1	Year	\$157,819.00	\$157,819.00
Tablets – Recurring Costs	2	Tablet/Yr	\$1,200.00	\$2,400.00
Solid Waste Collections Department Pods – Recurring Costs per Vehicle (\$45/month/pod)	7	Pod/Yr	\$540.00	\$3,780.00
Streets Department Pods – Recurring Costs per Vehicle (\$45/month/pod)	2	Pod/Yr	\$540.00	\$1,080.00

<b>Subtotal Total USD</b>	<b>\$165,079.00</b>
<b>Sales Tax (9%)</b>	<b>\$14,857.11</b>
<b>Total USD</b>	<b>\$179,936.11</b>

## Washington State Department of Revenue

[Services](#)[Business Lookup](#)[RUBICON GLOBAL LLC](#)

## License Information:

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

**Entity name:** RUBICON GLOBAL, LLC

**Business name:** RUBICON GLOBAL LLC

**Entity type:** [Limited Liability Company](#)

**UBI #:** 604-181-657

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 950 E PACES FERRY RD NE  
STE 1900  
ATLANTA GA 30326-1384

**Mailing address:** 950 E PACES FERRY RD NE  
STE 1900  
ATLANTA GA 30326-1384

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

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

## Endorsements

<a href="#">Endorsements held at this location</a>	<a href="#">License #</a>	<a href="#">Count</a>	<a href="#">Details</a>	<a href="#">Status</a>	<a href="#">Expiration date</a>	<a href="#">First issuance</a>
<a href="#">Spokane General Business - Non-Resident</a>				Active	Oct-31-2020	May-10-2018

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

<a href="#">Governing people</a>	<a href="#">Title</a>
MORRIS, NATE	
PERLMAN, DAVID	

The Business Lookup information is updated nightly. Search date and time: 10/23/2019 7:44:07 AM

*Working together to fund Washington's future*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/07/2021

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

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

<b>PRODUCER</b> MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326  CN118589441--GAWUX-21-22	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> Rubicon Technologies, LLC 950 East Paces Ferry Road Suite 1900 Atlanta, GA 30326	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Atlantic Specialty Ins Co	
	<b>INSURER B:</b> N/A	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** ATL-005000583-08      **REVISION NUMBER:** 3

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	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			711-01-70-74-0001	04/04/2021	04/04/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			711-01-70-74-0001 Hired Physical Damage: Comp/Coll Deductible: \$1,000	04/04/2021	04/04/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	406-04-67-35-0001	04/04/2021	04/04/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b> City Of Spokane Attn IT Admin 808 W Spokane Falls Blvd Spokane, WA 99201	<b>CANCELLATION</b>  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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	---

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

08/30/2021

**Date Rec'd**

8/16/2021

**Clerk's File #**

OPR 2021-0573

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

PLANNING &amp; ECONOMIC

**Contact Name/Phone**

TERI STRIPES 6597

**Contact E-Mail**

TSTRIPES@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

MFTE CONDITIONAL AGREEMENT - E 2ND APARTMENTS

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

Multiple Family Housing Property Tax Exemption Conditional Agreement with Rad Space, LLC., for the construction of 6 housing units at Parcel Number(s) 35202.2701, commonly known as 528 E 2nd Ave. This Conditional Agreement will ultimately result in

**Summary (Background)**

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff has determined that the E 2nd Apartment Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted

Lease? NO

Grant related? NO

Public Works? NO

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

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MEULER, LOUIS

**Study Session\Other**

UE 8/16/21

**Division Director**

BECKER, KRIS

**Council Sponsor**

CM Cathcart and CM

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

PICCOLO, MIKE

tstripes@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

kbecker@spokanecity.org

**Additional Approvals**

mpiccolo@spokanecity.org

**Purchasing**

lmeuler@spokanecity.org

tblack@spokanecity.org

jchurchill@spokanecity.org



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

**Agenda Wording**

the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

**Summary (Background)**

Residential Target Areas identified in SMC 08.15.030. Once the project is constructed, the applicant intends to rent at minimum 20% of the units as affordable SMC 08.15.090 to those who are income qualified as a moderate-income household per SMC 08.15.020 earning no more than 115% of Area Median Income (AMI) and paying no more that 30% of their monthly income for rent.

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


MULTIPLE FAMILY HOUSING PROPERTY  
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Rad Space, LLC, as "Owner/Taxpayer" whose business address is 5830 E 2nd, Box 92972, Casper, WY 82609.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner/Taxpayer has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

NOSLERS ADD L1 B22

Assessor's Parcel Number(s) 35202.2701, commonly known as 528 E 2<sup>nd</sup> Ave.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; --  
NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner/Taxpayer intends to construct on the site, approximately 6 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.



7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner/Taxpayer's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer commits to renting or selling at least twenty percent of the multiple family housing units as affordable housing units to low and moderate-income households in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8).

11. If the Owner/Taxpayer converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner/taxpayer intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner/Taxpayer shall notify the Spokane County Assessor and the City's

Business and Development Services Department within 60 days of such change in use.

12. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

13. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

14. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

15. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

16. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

17. The parties agree that this Agreement, the Final Certificate of Acceptance of Tax Exemption and the construction of the multiple family residential housing units referenced above shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Agreement and the Final Certificate of Acceptance of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW as set forth in ESSSB 5287 adopted by the Washington State Legislature during the 2021 Regular Session effective July 25, 2021.

18. The Owner/Taxpayer acknowledges that RCW 84.14.020 (6) authorizes an extension of the exemption period for an additional twelve-years beyond the exemption period authorized in the Final Certificate of Tax Exemption conditioned upon compliance with the Owner/Taxpayer renting or selling at least

twenty percent of the multiple family housing units as affordable housing units for low-income households as set forth in RCW 84.14.020 (6) and providing the rental relocation assistance requirements and notice provisions set forth in RCW 84.14.020 (7) and (8). It is the Owner/Taxpayer's responsibility to make a timely request the extension as set forth in RCW 84.14.020 (6). The City shall not be responsible if the Owner/Taxpayer fails to make a timely request for the extension.

19. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

20. This Agreement is subject to approval by the City Council.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF SPOKANE

Rad Space, LLC.

By: \_\_\_\_\_  
Mayor, Nadine Woodward

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest:

Approved as to form:

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

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

# Briefing Paper

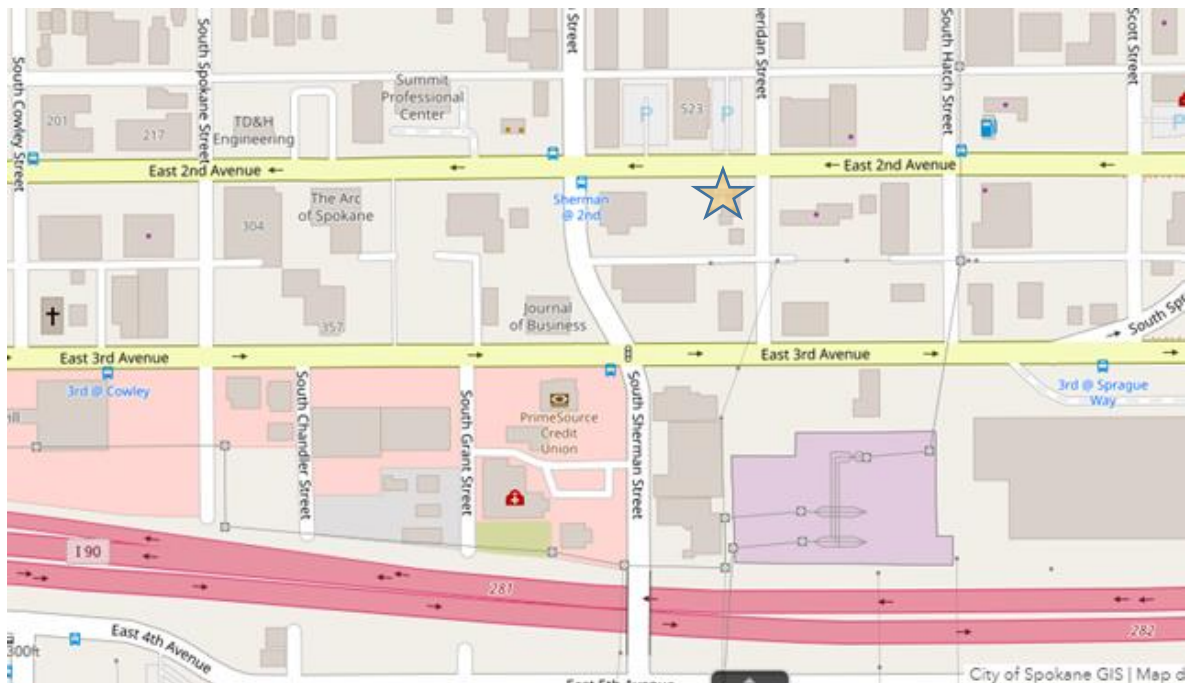
## Urban Experience Committee

<b>Division &amp; Department:</b>	Planning & Economic Development
<b>Subject:</b>	MFTE Conditional Agreement – E 2 <sup>nd</sup> Apartments
<b>Date:</b>	August 16, 2021
<b>Contact (email &amp; phone):</b>	Teri Stripes ( <a href="mailto:tstripes@spokanecity.org">tstripes@spokanecity.org</a> , 625-6597)
<b>City Council Sponsor:</b>	Council President Beggs and Council Member Cathcart
<b>Executive Sponsor:</b>	Louis Meuler ( <a href="mailto:lmeuler@spokanecity.org">lmeuler@spokanecity.org</a> , 625-6096)
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Will file for Council consideration following committee meeting
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption Agreement
<p><b>Background/History:</b> Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC <a href="#">08.15</a> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the E 2<sup>nd</sup> Apartment Conditional application meets the Project Eligibility defined in SMC <a href="#">08.15.040</a> and is located in a previously adopted Residential Target Areas identified in SMC <a href="#">08.15.030</a>.</p> <p>Once the project is constructed, the applicant intends to rent at minimum 20% of the units as affordable SMC <a href="#">08.15.090</a> to those who are income qualified as a moderate-income household per SMC <a href="#">08.15.020</a> earning no more than 115% of Area Median Income (AMI).</p> <p>This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>Applicant applying for a Conditional MFTE Contract for 6 units, at 528 E 2<sup>nd</sup> Ave</li> <li>Property is zoned Downton University; the proposed use is allowed.</li> <li>Located in East Central Neighborhood and University District PDA.</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

### Tax Exemption Information:

<b>2019 Multi-Family Tax Exemption MFTE Property Tax Forgone &amp; Savings Calculator</b>	
Project Name: E 2nd Apartments	
Number of units in the project	6
<b>*Average Property Value Exempt per unit</b>	<b>\$121,094</b>
<b>Estimated City Property Tax forgone annually per unit</b>	<b>\$312</b>
Estimated Property Tax saved per project annually	\$9,881
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$118,575
<b>Estimated City Tax forgone per year</b>	<b>\$3,749</b>
<b>Estimated City Tax forgone during the term of exemption</b>	<b>\$44,989</b>
<i>Once a project has met programmatic criteria the owner can expect to</i>	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments	

### Site Map:



# E 2<sup>nd</sup> Apartments 528 E. 2<sup>nd</sup> Ave.

- Rehab 6 units
- Construction \$800,000
- 12-year Exemption
- Estimated Foregone Revenue yearly: \$3,750 -- \$312/unit
  - Total term: \$45k
- East Central & UDPDA
- Downtown University Zoning



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

08/30/2021

**Date Rec'd**

8/16/2021

**Clerk's File #**

OPR 2021-0574

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

PLANNING &amp; ECONOMIC

**Contact Name/Phone**

TERI STRIPES 6587

**Contact E-Mail**

TSTRIPES@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

MFTE CONDITIONAL AGREEMENT - THE FALLS TOWER

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

Multiple Family Housing Property Tax Exemption Conditional Agreement with The Falls LLC., for the construction of 372 housing units at Parcel Number(s) 35183.0021, commonly known as 829 W Broadway. This Conditional Agreement will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

**Summary (Background)**

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff has determined that The Falls Towers Apartment Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030. Once the project is complete it is intended to be an eight-year market rate.

Lease? NO

Grant related? NO

Public Works? NO

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

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MEULER, LOUIS

**Study Session\Other**

UE 8/16/2021

**Division Director**

BECKER, KRIS

**Council Sponsor**

CM Mumm and CM

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

PICCOLO, MIKE

tstripes@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

kbecker@spokanecity.org

**Additional Approvals**

lmeuler@spokanecity.org

**Purchasing**

tblack@spokanecity.org

jchurchill@spokanecity.org

mpiccolo@spokanecity.org

MULTIPLE FAMILY HOUSING PROPERTY  
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and The Falls LLC, as "Owner" whose business address is 829 W Broadway.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

18-25-43 PT OF NE1/4 OF SW1/4; BEG AT NW COR BLK 13 RES & EXT OF POSTS ADD TH S377.57FT TH N89DEG 57MIN 30SDS E181FTTH NELY TO PT 202FT E OF E LN OF LINCOLN ST TH N41DEG 27MINE57.3 7FT TH N56DEG 28 1/2MIN E71.94FT TH N0DEG 2 1/2MINW159.78FT TO NE COR LT 1 BLK 13 RES & EXT OF POSTS ADD THW300FT TO PO B INC W1/2 VAC POST ST E OF & ADJ

Assessor's Parcel Number(s) **35183.0021**, commonly known as 829 W Broadway.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall



fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 372 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be

given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021

CITY OF SPOKANE

The Falls LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Mayor, Nadine Woodward

Its: \_\_\_\_\_

Attest:

Approved as to form:

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

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

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Planning & Economic Development
<b>Subject:</b>	MFTE Conditional Agreement – The Falls Tower
<b>Date:</b>	August 16, 2021
<b>Contact (email &amp; phone):</b>	Teri Stripes ( <a href="mailto:tstripes@spokanecity.org">tstripes@spokanecity.org</a> , 625-6597)
<b>City Council Sponsor:</b>	Council Members Mumm and Stratton
<b>Executive Sponsor:</b>	Louis Meuler ( <a href="mailto:lmeuler@spokanecity.org">lmeuler@spokanecity.org</a> , 625-6096)
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Will file for Council consideration following committee meeting
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption Agreement
<p><u>Background/History:</u> Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC <a href="#">08.15</a> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that The Falls Conditional application meets the Project Eligibility defined in SMC <a href="#">08.15.040</a> and is located in a previously adopted Residential Target Areas identified in SMC <a href="#">08.15.030</a>.</p> <p>Once the project is constructed, the applicant intends to offer units at market rate.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>	
<p><u>Executive Summary:</u></p> <p>The Falls MFTE Conditional Agreement on the North Bank should have been added to a Council Agenda in the winter of 2020 after being briefed at PIES in November of 2019 (<a href="#">PIES Minutes 11-25-2019</a>). During a records audit last month, we discovered that it was not. Since we've worked with DSC, Legal, and reached out to LBStone about the path forward.</p> <ul style="list-style-type: none"> <li>Applicant applying for a Conditional MFTE Agreement for 372 units, at 829 W Broadway</li> <li>Property is zoned Downtown General; the proposed use is allowed.</li> <li>Located in Riverside Neighborhood.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	

Requires change in current operations/policy?

☐ Yes

☒ No

☐ N/A

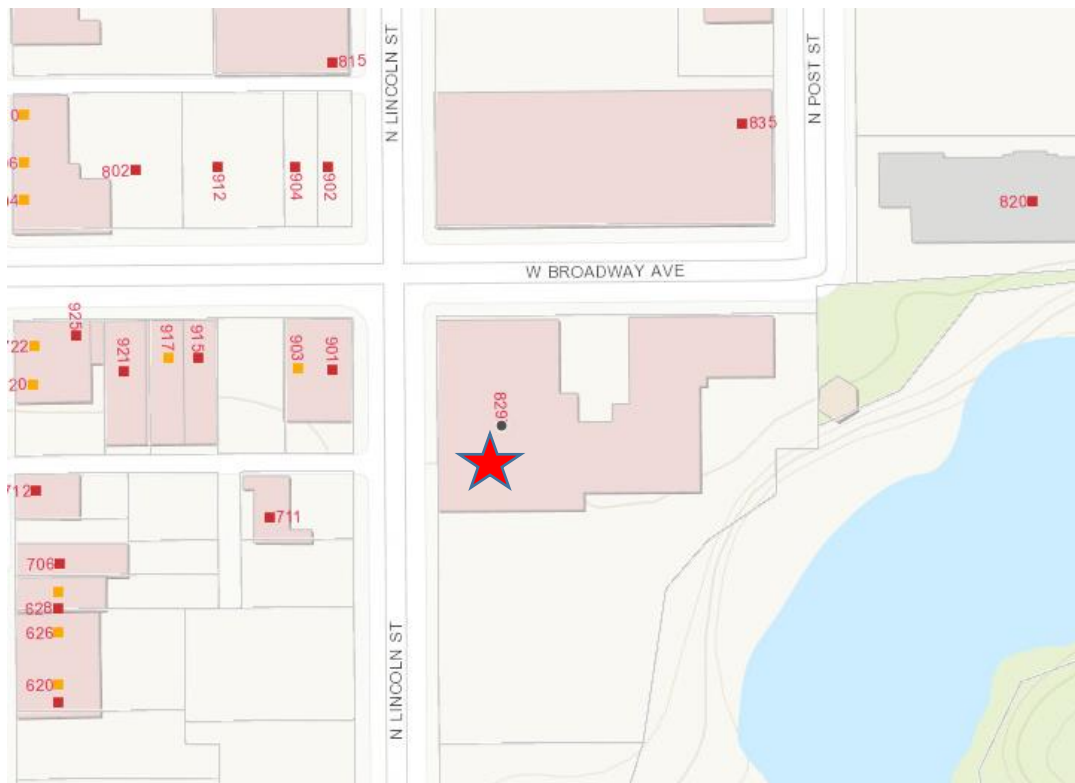
Specify changes required:

Known challenges/barriers:

### Tax Exemption Information:

<b>2019 Multi-Family Tax Exemption MFTE Property Tax Forgone &amp; Savings Calculator</b>	
Project Name: The Falls Tower	
Number of units in the project	372
<b>*Average Property Value Exempt per unit</b>	<b>\$121,094</b>
<b>Estimated City Property Tax forgone annually per unit</b>	<b>\$19,370</b>
Estimated Property Tax saved per project annually	\$612,640
Enter the number of years of MFTE (8 or 12)	8
Estimated Property Tax saved during the term of exemption	\$4,901,120
<b>Estimated City Tax forgone per year</b>	<b>\$154,962</b>
<b>Estimated City Tax forgone during the term of exemption</b>	<b>\$1,239,695</b>
<i>Once a project has met programmatic criteria the owner can expect to</i>	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments	

### Site Map:



# The Falls Tower 829 W Broadway

- Mixed-use, 372 units
- 8-year Exemption
- Construction ~\$75M
- Estimated Foregone Revenue yearly: \$155k -- \$19k/unit
  - Total term: \$1.23M
- Riverside Neighborhood





**Agenda Sheet for City Council Meeting of:**  
08/30/2021

<b>Date Rec'd</b>	7/27/2021
<b>Clerk's File #</b>	OPR 2017-0660
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	RFP 4390-17
<b>Requisition #</b>	CR 22801

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL
<b>Contact Name/Phone</b>	DAVID PAINE 625-6878
<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4490-CONTRACT EXTENSION FOR ULTRASONIC TESTING AT THE WTE

**Agenda Wording**

Contract extension with 5 Star Testing, Inc. (Brush Prairie, WA) for ultrasonic thickness testing at the WTE from October 30, 2021 through October 29, 2022 for an additional \$130,000.00 including taxes.

**Summary (Background)**

The WTE Facility requires ultrasonic thickness testing on the boiler tubes during each maintenance outage, which allows for the repair and replacement of worn components, while retaining those that are not worn or damaged. In October of 2017, based on their response to RFP 4390-17, 5 Star Testing, Inc. was awarded the contract for these services for two years with the option of three one-year extensions. This will be the last of those extensions.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 130,000.00

Select \$

Select \$

Select \$

**Budget Account**

# 4490-44100-37148-54201-34002

#

#

#

**Approvals**

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

**Council Notifications**

<b><u>Study Session\Other</u></b>	PIES 7/26/21
<b><u>Council Sponsor</u></b>	CP Beggs

**Distribution List**

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

tprince@spokanecity.org

rrinderle@spokanecity.org

caveryt@spokanecity.org

DocuSign to: Jeffrey.Meiners@industrial-ia.com

brian.cleys@industrial-ia.com

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Contract Renewal for Ultrasonic Thickness Testing at WTE
<b>Date:</b>	July 26, 2021
<b>Contact (email &amp; phone):</b>	David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6540
<b>City Council Sponsor:</b>	Breean Beggs, City Council President
<b>Executive Sponsor:</b>	Marlene Feist, Public Works Director
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure-Sustainability of the WTE Operation
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of the contract renewal for ultrasonic thickness testing at the WTE.
<b>Background/History:</b> The WTE Facility requires ultrasonic thickness testing be performed on boiler tubes during each maintenance outage. Accurate thickness readings allow for the repair and replacement of worn components, while retaining those that are not worn or damaged.  5 Star Testing, Inc., of Brush Prairie, WA was awarded the contract for these services from October 30, 2017 through October 29, 2019 based on their response to RFP 4390-17 with the option of three (3) one-year renewals. This will be the third and final renewal and will span from October 30, 2021 through October 29, 2022 with an anticipated cost not to exceed \$130,000.00.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• Extension #3 of 3 with cost for ultrasonic thickness testing of boiler tubes during maintenance outages at the WTE.</li> <li>• Term from Oct. 30, 2021 through Oct. 29, 2022 with an anticipated cost not to exceed \$130,000.00.</li> <li>• Accurate thickness readings are required to allow for the repair and replacement of worn components, while retaining those that are not worn or damaged.</li> </ul>	
<b>Budget Impact:</b> 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.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	





**City of Spokane**

**CONTRACT EXTENSION  
3 OF 3**

**Title: ANNUAL ULTRASONIC THICKNESS  
TESTING AT THE CITY'S WTE FACILITY**

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 **5 STAR TESTING, INC.**, whose address is 15801 NE 182<sup>nd</sup> Avenue, Brush Prairie, Washington, 98606 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to **CONDUCT ANNUAL ULTRASONIC THICKNESS TESTING AT THE CITY'S WTE FACILITY;** and*

*WHEREAS, the Request for Proposal provided for 3 additional one-year extensions, with this being the 3<sup>rd</sup> of those extensions.*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated October 6, 2017 and October 17, 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 Extension shall become effective on October 30, 2021 and shall run through October 29, 2022.

**3. COMPENSATION.**

The City shall pay a maximum cost not to exceed **ONE HUNDRED THIRTY THOUSAND NO/100 DOLLARS (\$130,000.00)**, including applicable taxes, for everything furnished and done under this Contract Extension in accordance with the attached invoices. This is the maximum amount to be paid under this 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 Extension by having legally-binding representatives affix their signatures below.

**5 STAR TESTING, 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

21-135



**Agenda Sheet for City Council Meeting of:**  
08/30/2021

<b><u>Date Rec'd</u></b>	8/18/2021
<b><u>Clerk's File #</u></b>	OPR 2014-0296
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	

<b><u>Submitting Dept</u></b>	WASTEWATER MANAGEMENT
<b><u>Contact Name/Phone</u></b>	RAYLENE GENNETT 625-7901
<b><u>Contact E-Mail</u></b>	RGENNETT@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Contract Item
<b><u>Agenda Item Name</u></b>	4310 - AMENDED INTERLOCAL AGREEMENT

**Agenda Wording**

Amended Interlocal Agreement (ILA) between the City of Spokane and the City of Airway Heights to provide sewer service to the Exotic Metals property, located in the Airway Heights sewer service area

**Summary (Background)**

In 2014, the City and Airway Heights executed an ILA for sewer service to specific properties commonly known as Exotic Metals (EM). The Agreement provided for renegotiation in the event there is a change in ownership, expansion or additional properties added. EM has expanded its operations, changed its name, and has requested additional sewer connection. The original agreements needs to be amended to address these changes. The agreement was approved by Airway Heights City Council on Aug 2, 2021

Lease? NO Grant related? NO Public Works? NO  
**Fiscal Impact** **Budget Account**

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

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	GENNETT, RAYLENE	<b><u>Study Session\Other</u></b>	PIES June 28 2021
<b><u>Division Director</u></b>	FEIST, MARLENE	<b><u>Council Sponsor</u></b>	Breean Beggs
<b><u>Finance</u></b>	ALBIN-MOORE, ANGELA	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	PICCOLO, MIKE	hbarnhart@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	kkeck@spokanecity.org	
<b><u>Additional Approvals</u></b>		mhughes@spokanecity.org	
<b><u>Purchasing</u></b>		Tax & Licenses	

**When recorded return to:**

**City of Spokane - Clerk's Office  
West 808 Spokane Falls Blvd.  
Spokane, WA 99201**

**AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN AIRWAY HEIGHTS AND THE CITY OF SPOKANE FOR SEWER SERVICE TO PROPERTY LOCATED ON SPOKANE COUNTY TAX PARCEL NUMBERS: 15351.0015, AND 15351.0009 (a/k/a EXOTIC METAL PROPERTY) FORMERLY KNOWN AS PARCEL 15351.0014, 15351.0013, 15351.0012 15351.0011, WITH THE ADDITION OF 15351.0009.**

This Amended and Restated Interlocal Agreement is made between the City of Spokane ("Spokane") and the City of Airway Heights ("Airway Heights"), hereinafter referenced together as the "Parties".

WHEREAS, the City of Spokane owns and operates a Publicly Owned Treatment Works (POTW) including a Wastewater Treatment Plant and conveyance system. Spokane operates under a National Pollution Discharge Elimination System Permit No. WA 0024473; and

WHEREAS, the City of Airway Heights owns and operates a Publicly Owned Treatment Works. Airway Heights operates under a Reclaimed Water Permit No. ST 0045504 issued by the Washington State Department of Ecology; and

WHEREAS, Exotic Metals Forming Company, LLC ("Exotic Metals") property is located within Airway Heights' designated sewer service area; and

WHEREAS, the Parties entered into an Interlocal Agreement ("Interlocal Agreement") on April 14, 2014 (OPR 2014-0296) which provides for Spokane to provide sewer service to specified properties located within Airway Heights, owned and operated as Exotic Metals, under specific terms and conditions outlined therein; and

WHEREAS, since entry of the Interlocal Agreement, Exotic Metals has changed ownership and expanded; they are now requesting sewer service for an

additional parcel (Spokane County Tax Parcel No. 15351.0009), both of these changes necessitate renegotiation of the original agreement; and

WHEREAS, Airway Heights has negotiated with Exotic Metals for the development of specific additional real property located within Airway Heights' corporate boundaries, more fully described in Exhibit A attached and incorporated herein, and within Airway Heights' sewer service area, Spokane County tax parcel numbers:

**Parcel No. 15351.0009** legally described as 35-25-41 AIRWAY HEIGHTS W721.93FT OF N1/2 OF NE1/4 EXC RD

**Parcel No. 15351.0015** (formerly known as Parcel Nos. 15351.0014, 15351.0013, 15351.0012 15351.0011 described below) now legally described as 35-25-41, a portion of the Northeast one-quarter of said Section 35, being described as follows: All of Parcels 2, 3, 4 and 5 as said Parcels are shown upon that certain Record of Survey filed for Record on December 31, 2001 in Book 100 of Surveys, Page 53, Spokane County Records, and being more particularly described as follows: BEGINNING at the Northeast corner of said Parcel 2, being herein above described; thence along the North line of said Parcels 2, 3, 4 and 5, South 89°45'45" West 1073.04 feet to the Northwest corner of said Parcel 5; thence along the West line of said Parcels 5 and 3, South 00°13'42" East 1290.92 feet to the Southwest corner of said Parcel 3; thence along the South line of said Parcel 3; North 89°44'03" East 1539.30 feet to the Southeast corner of said Parcel 3; thence along the East line of said Parcels 3 and 2, North 35°58'47" West 798.45 feet and North 00°12'20" West 642.10 feet to the said point of beginning of this description.

**Formerly:**

**Parcel No. 15351.0014**, legally described as 35-25-41: N 842.70 FT OF N1/2 OF NE1/4 EXC N 30 FT FOR RD & EXC E 1699.80 FT & EXC PTN LYG W OF LN DAF; BEG NE COR SEC 35, TH S 0°12'19" E ALG E LN OF SEC TO PT ON S ROW LN OF RD, TH S 89°45'45" W ALG S ROW LN OF RD 1937.82 FT TO TRUE POB OF LN, TH S 0°13'41" E PAR W LN OF NE1/4 1290.92 FT TO S LN OF N1/2 OF NE1/4 BEING PT OF TERMINUS FOR LN

**Parcel No. 15351.0013**, legally described as: 35-25-41: E 1669.60 FT OF N 842.70 FT OF N1/2 OF NE1/4 OF SEC 35 EXC N 30.00 FT FOR RD & EXC E 1401.60 FT

**Parcel No. 15351.0012**, legally described as: 35-25-41: E 1401.60 FT OF N 842.70 FT OF N1/2 OF NE1/4 EXC OF N 30.00 FT FOR RD & EXC E 1133.00

FT TOG W/ PTN OF N1/2 LYG S OF N 842.70 FT & SWLY OF LINE DAF; BEG NE COR OF SEC 35, TH S 89°45'45" W ALG N LN OF SEC 1348.56 FT TO PT LYG NELY & 25.00 FT DISTANT FROM YELLOWSTONE PIPELINE CO PIPELINE BEING TRUE POB OF LN, TH S 35°58'17" E ALG LN 25.00 FT DISTANT & PAR TO PIPELINE 1626.34 FT TO S LN OF N1/2 OF NE1/4 BEING PT OF TERMINUS FOR LN, SD PT LIES S 89°44'04" W 398.00 FT FROM SE COR OF N1/2 OF NE1/4; EXC PTN LYG W OF LINE DAF, BEG NE COR OF SEC 35, TH S 00°12'19" E ALG E LN OF NE1/4 30.00 FT TO PT ON S LN OF RD ROW, TH S 89°45'45" W ALG ROW LN 1937.82 FT TO TRUE POB FOR LN, TH S 00°13'41" E PAR TO W LN OF NE1/4 1290.92 FT TO S LN OF N1/2 OF NE1/4 BEING PT OF TERMINUS FOR SD LN

And, **Parcel No. 15351.0011**, legally described as 35-25-41: E 1133.00 FT OF N 842.70 FT OF N1/2 OF NE1/4 EXC N 30 FT & EXC PTN E 865.00 FT LYG NELY OF LN DAF; BEG NE COR OF SEC 35, TH S 89°45'45" W ALG N LN OF SEC 1348.56 FT TO PT LYG NELY & 25.00 FT DISTANT OF YELLOWSTONE PIPELINE CO PIPELINE BEING TRUE POB FOR LN, TH S 35°58'17" E ALG LN 25.00 FT DISTANT & PAR TO PIPELINE 1626.34 FT TO S LN OF N1/2 OF NE1/4 BEING THE PT OF TERMINUS FOR LN, PT BEING S 89°44'04" W 398.00 FT FROM SE COR OF N1/2 OF NE 1/4

All combined area is defined as "Exotic Metals Property", consisting of approximately 56.66 acres and more fully identified in whole in Exhibit A; and

WHEREAS, the location of the Property is such that conveyance and treatment of wastewater from Exotic Metals directly to and by Spokane is based on gravity flow from both parcels and is more efficient and less costly for Airway Heights; and

WHEREAS, Airway Heights has requested an additional point of connection to Spokane's POTW via a private side sewer owned by Exotic Metals to connect Parcel 15351.0009 directly into the 21-inch City of Spokane sewer line to the south of the Exotic Metals properties (manhole number 0924621CD) ; and

WHEREAS, Airway Heights requested Spokane provide additional sewer services to the specific additional tax parcel identified herein and above. Said parcels are located within Airway Heights' jurisdictional boundaries and have one discharge through Airway Heights' system. Airway Heights agrees and acknowledges its responsibility to regulate, control and remedy any and all

discharges into Spokane's POTW from these parcels, including exercising any jurisdictional compliance actions subject to this Agreement; and

WHEREAS, this Agreement is the sole and full Agreement between the Parties for sewer services to the specified parcels as identified herein as the Exotic Metals Property and is limited to said identified parcels only; and

WHEREAS, Airway Heights and Spokane acknowledge and understand that prior to Spokane's acceptance of any wastewater flows from these specific properties (Exotic Metal Property), this Agreement must be executed by both Airway Heights and Spokane.

-- NOW THEREFORE, the Parties incorporate the above as though set out in full and agree as follows:

Section 1. PARTIES:

- 1.1 "Airway Heights" is the City of Airway Heights, a non-charter code city of the State of Washington. Contact information: Albert Tripp, City Manager, 1208 S. Lundstrom, Airway Heights, WA 99001. Telephone: (509) 244-5578.
- 1.2 "Spokane" is the City of Spokane, a first class charter city of the State of Washington. Contact information: Plant Manager or her/his designee, Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington, 99205. Telephone: (509) 625-4600.
- 1.3 "Exotic Metals Property" is defined and limited to the identified two (2) parcels as depicted in Exhibit A. All flows from the Exotic Metals Property shall be routed through the identified Points of Connection.
- 1.4 "Points of Connection" is defined as two (2) connections located as follows:
  - a. Connection from Spokane County Tax Parcel No. 15351.0015 located through an emergency overflow connection owned by Airway Heights located in Russell Street, approximately 1450 feet south of McFarlane Road Intersection, identified as Lagoon Emergency Overflow Monitor. And

b. Connection from Spokane County Tax Parcel No. 15351.0015 located from a private side sewer owned by Exotic Metals which connects directly to the 21 inch City of Spokane sewer line to the south of the Exotic Metals properties (manhole number 0924621CD).

c. For purposes of identifying responsibilities of Spokane the Point of Connection from Spokane County Tax Parcel No. 15351.0015 shall be considered to be at MH 0914227CD, whereupon infrastructure enters Spokane's POTW. All connection located north of this MH shall be Airway Heights' responsibility.

Section 2. PURPOSE:

- 2.1 The purpose of this Agreement is to provide for the terms and conditions for the management, handling, and delivery of domestic and process wastewater from Spokane County Tax Parcels 15351.0015 and 15351.0009 **ONLY** (hereinafter identified as "Exotic Metal Property") into Spokane's POTW as described herein.
- 2.2 This Agreement allows for financing responsibility for delivery of wastewater only between Airway Heights and Spokane for sewer service to the Exotic Metal Property.
- 2.3 This Agreement is for delivery of wastewater to Spokane's POTW only under terms and conditions outlined herein. At the time of signing, the Parties do not have a separate current Agreement for sewer or pretreatment services.
- 2.4 The Parties recognize and agree that Exotic Metals is a Categorical and Significant Industrial User as defined in federal, state, and local regulations and as such is required to obtain and comply with a wastewater discharge permit, and its terms and conditions, directly from Spokane, including payment of any fees or additional charges associated with process wastewater, as may be applicable.
- 2.5 Pursuant to OPR #2021-0221, Airway Heights has agreed to place a permanent non-removable plug in Russell Street immediately north of McFarlane Road, which shall permanently plug and close the former emergency overflow pipe from their Treatment Plant. Airway Heights will notify Spokane in writing when this action is completed. The



Parties further agree that Spokane shall have the right to inspect and secure the permanent non-removable plug from time to time, as needed in Spokane's sole discretion.

- 2.6 Should Airway Heights fail to permanently plug and close the former emergency overflow pipe from their Treatment Plant, Spokane is authorized to permanently plug any connection points in their sole discretion and charge AWHTS any and all costs associated with said installation.

Section 3. RESPONSIBILITIES OF AIRWAY HEIGHTS:

- 3.1 This Agreement provides only for wastewater flows from the Exotic Metals Property as identified herein through the defined two (2) Points of Connection. Any other flows from Airway Heights are prohibited, unless approved in writing by Spokane.
- 3.2 Airway Heights agrees to and shall maintain, clear, and clean any and all sewer infrastructure or piping from all properties connecting to Spokane's sewer trunk line located at MH 0914227CD, solely at Airway Heights' cost.
- 3.3 Airway Heights will be familiar with and will ensure compliance with all of the requirements of Spokane's NPDES permit, Spokane Municipal Code (SMC), and any other applicable state and/or federal laws, regulations, or requirements, as they currently exist and/or as they are amended during the term of this Agreement, including, but not limited to obtaining permit authority from Spokane and its Industrial Pretreatment Program. Airway Heights will assist if requested by Spokane with any enforcement or compliance actions.
- 3.4 Airway Heights agrees to assist as necessary, if needed, to require Exotic Metals to obtain a wastewater discharge permit covering all parcels prior to discharge into Spokane's system and will ensure compliance with all of requirements of Spokane's NPDES permit, SMC and any other applicable laws, regulations or requirements as outlined herein, to include, without limitation payment of any costs or fees, as a condition of delivery of wastewater to Spokane.
- 3.5 Airway Heights is authorized, to take emergency action to stop or prevent any discharge that presents or may present an imminent

danger to the health or welfare of humans, that reasonably appears to threaten the environment, or that threatens to interfere with the operation of Spokane's POTW.

Section 4. RESPONSIBILITIES OF SPOKANE:

- 4.1 Spokane will be responsible for conveying all wastewater from the designated Points of Connection to Riverside Park Water Reclamation Facility (RPWRF) as defined in Section 1.4c.
- 4.2 Spokane will be responsible for the operation of Riverside Park Water Reclamation Facility as specified by the NPDES permit requirements and other state or federal requirements which may apply.
- 4.3 Spokane is authorized to take emergency action to stop or prevent any discharge that presents or may present an imminent danger to the health or welfare of humans, that reasonably appears to threaten the environment, or that threatens to interfere with the operation of Spokane's POTW. In the event of an emergency, Spokane will attempt to provide prior notice to Airway Heights as the situation warrants and agrees to provide written notice within 14 days of the emergency.

Section 5. ADMINISTRATION OF THE AGREEMENT:

The Wastewater Director, or its designee will administer this Agreement on behalf of the City of Spokane. The Public Works Director will administer this Agreement on behalf of the City of Airway Heights.

Section 6. RESOLUTION OF DISPUTES:

The Parties shall make a good faith effort to resolve by informal discussion any dispute arising under this Agreement. Except as otherwise provided in this Agreement, any and all disputes arising under this Agreement shall be resolved pursuant to this Section 6. Dispute resolution shall proceed as follows:

- 6.1. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise. The Parties agree that cooperation and communication are essential to resolving issues efficiently.

- 6.2. Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between the City and Airway Heights will be governed under the dispute resolution process set forth in this Section. Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative.
- 6.3. Before either Party may refer a dispute to mediation or provide a notice of the same to the other Party, the Parties will seek to resolve the dispute at the lowest possible level by completing the following steps.
- 6.3.1. Spokane's Director of Wastewater and Airway Heights' Director of Public Works shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within ten (10) days, then the Parties will refer the dispute to Spokane's Director of Public Works and Airway Heights' Director of Public Works.
- 6.3.2. Spokane's Director of Public Works and Airway Heights' Director of Public Works will meet and confer and attempt to resolve the dispute. If they cannot resolve the dispute within fourteen (14) days, then either Party may initiate mediation.
- 6.4. Within 15 days of the completion of the steps in the above Section, each Party shall propose to the other party in writing not more than five (5) candidates to act as mediator. Within seven (7) days of exchanging lists of mediator candidates, the parties will meet and confer to choose one name from the list. If the Parties are unable to agree on a mediator 30 days after completion of the steps outlined above, then the Parties will jointly petition the Presiding Judge of the Spokane County Superior Court to appoint a mediator.
- 6.5. The Parties shall use reasonable efforts to resolve the dispute within 30 days with the assistance of the mediator.
- 6.6. Except as otherwise provided by this Agreement, the Parties shall continue to fulfill their respective duties under this Agreement pending resolution of any dispute.
- 6.7. The Parties shall share the costs of the mediator.

- 6.8. If mediation fails to resolve the dispute within 30 days of selection of the mediator, the Parties may thereafter seek redress in court subject to this Amendment.

Section 7. POINTS OF CONNECTION:

The Points of Connection for the Exotic Metals Property wastewater discharge are set forth below, and in Exhibit A.

7.1 Locations:

- a. Connection from Spokane County Tax Parcel No. 15351.0015: A side sewer connection located through an emergency overflow connection located in Russell Street, approximately 1450 feet south of McFarlane Road Intersection, identified as Lagoon Emergency Overflow Monitor.
- b. Connection from Spokane County Tax Parcel No. 15351.0015: A private side sewer owned by Exotic Metals connects directly to the 21-inch sewer line to the south of the Exotic Metals properties (manhole number 0924621CD)

7.2 Terms:

- a. Character of Service: In addition to domestic wastewater, Exotic Metals is a Categorical and Significant Industrial User as defined in federal, state, and local laws and regulations and as such, requires a Discharge Permit directly from Spokane and is required to comply with all regulations associated with the Wastewater Discharge Permit and any process wastewater.
- b. The Director of Wastewater is authorized to increase or decrease service needs in time(s) of emergency as may be determined, and with such conditions as specified and for such time as determined necessary. Appropriate adjustments in billings shall be made.

Section 8. TREATMENT, OPERATION & MAINTENANCE CHARGES:

- 8.1 This Agreement is limited only to those flows originating from Exotic Metals activities on Exotic Metals Property as identified herein and

authorized and permitted by Spokane, for the duration of this Agreement. All flows shall be metered for wastewater volume by Exotic Metals and reported to Spokane on a monthly basis.

- 8.2 Airway Heights shall reimburse Spokane for all maintenance or rehabilitation costs which Spokane may incur to maintain flow capacity, and structural integrity of the conveyance system from the specified Exotic Metal Property to Spokane's POTW to include without limitation direct and indirect costs.

Section 9. SERVICE CHARGES:

- 9.1 Airway Heights shall pay the rate as established in the Spokane Municipal Code for a Commercial User Charge – Non-City Customer. This rate will be adjusted annually as adopted by ordinance by the Spokane City Council.
- 9.2 Any wastewater discharge permit fees and additional costs which may be associated with Categorical and/or Significant Industrial User discharge are not included in this Agreement and will be direct billed to Exotic Metals.
- 9.3 Spokane shall bill Airway Heights no less frequently than annually. Payments are due within thirty (30) days of billing. Unpaid balances shall accrue interest at one percent (1%) per month.

Section 10. BILLING PROCEDURES:

- 10.1 Spokane will provide to Airway Heights on a monthly basis, an invoice listing the total volume of wastewater accepted and processed by Spokane.
- 10.2 Service charges for the operations and maintenance of maintaining sewer lines and equipment will be billed to Airway Heights at least annually or more frequently, as applicable.

Section 11. PRETREATMENT:

- 11.1 Airway Heights agrees to adopt and enforce a pretreatment ordinance, and implement regulations, equivalent to Spokane's ordinances and regulations, which are required by the Washington State Department of Ecology (DOE), the Federal Clean Water Act (42

U.S.C. Section 1251 et seq.), and the rules and regulations issued thereunder (see 40 CFR Part 403). To include without limitation, assistance in enforcement of any pretreatment requirements or compliance with Exotic Metals' wastewater discharge permit.

- 11.2 SPOKANE holds National Pollutant Discharge Elimination System (NPDES) Permit No. WA-002447-3 and is required by federal and state law to develop and implement an Industrial Pretreatment Program in all jurisdictions it serves or from which it accepts wastewater. As such, Spokane will administer and enforce all Pretreatment regulations for the Exotic Metals Property.

Section 12. ACCEPTABLE WASTEWATER:

With exception of the specific terms and agreements to accept wastewater flows from the Exotic Metals Property only, Airway Heights will not deliver any stormwater and/or combined sewer into Spokane's POTW. The wastewater system within Airway Heights will be designed to purposely not collect or deliver any stormwater and/or combined sewer through any direct or indirect connection to Spokane's system. Inflow and infiltration will be restricted to acceptable standards as established by DOE.

Section 13. INDEMNITY:

Airway Heights shall indemnify Spokane for all loss, liability, damages, fines and costs incurred as a result of harmful industrial or other waste discharge from the Exotic Metals Property. This indemnification does not extend to the extent it may be determined that any loss arises from the sole negligent actions or omissions of Spokane, its officers, agents or employees.

Airway Heights shall reimburse Spokane for fines or costs stemming from injury to Spokane personnel, damages to Spokane facilities, disruption of treatment processes or operations, harmful degradation of sludge quality, NPDES permit violations, and other air, water, sludge, and quality violations caused by industrial wastes received from the Exotic Metals Property.

Section 14. AMENDMENT/ASSIGNMENT:

Amendment of this Agreement may be made only by written agreement of the Parties. Neither this Agreement nor any of the rights, interests or obligations created hereunder may be assigned, sold, or otherwise

transferred in whole or in part by either Party without the prior written consent of the other Party.

Section 15. DURATION AND TERMINATION:

15.1 This Agreement shall be in effect for the duration wastewater flow is received by Spokane from the identified Exotic Metals Property.

In the event the activities on the identified Exotic Metals Property change, this Agreement shall be reviewed and adjusted accordingly.

In the event the Exotic Metals Property is reconfigured, including but not limited to aggregated or subdivided, this Agreement shall be renegotiated in full and revised as appropriate and memorialized in a written amendment prior to accepting any additional or revised sewer flows.

15.2 Should Airway Heights reconfigure its sewer transmission lines to directly connect the identified Exotic Metals Property to its facility, the Parties shall renegotiate this Agreement.

15.3 This Agreement shall be reviewed by the Parties every five (5) years, or upon request of any Party. Any changes, adjustments shall be by executed written amendment or agreement. Either Party may request revision or termination upon ninety (90) days written notice to the other Party.

Section 16. HEADINGS:

The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, limit or extend the scope or intent of the sections to which they apply.

Section 17. ALL WRITINGS CONTAINED HEREIN – MERGER AND FULL INTEGRATION:

This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The Parties have read and understand all of this Agreement, and

state that no representation, promise, or agreement not expressed in this Agreement has been made to induce the Parties to execute the same.

Section 18. FILING OF THE AGREEMENT:

Spokane and Airway Heights shall file this Agreement with the respective City Clerks.

Section 19. SEVERABILITY:

In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

Section 20. NOTICES:

All notices, requests, demands, waivers, consents and other communications required under this Agreement shall be in writing and shall be delivered by the following means: (i) by certified mail, return-receipt requested, (ii) by facsimile providing confirmation of completed transmission, or (iii) by such other means as may be approved in writing by the Parties. Service of any such notice, request, demand, waiver, consent, or other communication, shall be deemed to have been duly given and to have become effective upon receipt.

Any and all notices, demands, waivers, consents and other communications shall be forwarded to each of the Parties at the following addresses:

To Spokane:            Director of Wastewater, City of Spokane RPWRF  
4401 North Aubrey L. White Parkway  
Spokane, WA 99205  
Telephone: (509) 625-4600  
Facsimile: (509) 625-4605

With a copy to:        City Attorney  
Office of the City Attorney  
City of Spokane – City Hall  
808 West Spokane Falls Boulevard  
Spokane, WA 99201  
Telephone: (509) 625-6225  
Facsimile: (509) 625-6277



To Airway Heights: City Manager, Albert Tripp  
1208 S. Lundstrom Str.  
Airway Heights, WA 99001  
(509) 244-5578

With a copy to: Public Works Director, Kevin Anderson  
12400 W. 21<sup>st</sup> Ave.  
Airway Heights, WA 99001  
(509) 244-5429

or to such other address as may be agreed to in writing by the Parties.

Section 21. EFFECTIVE DATE:

This Agreement shall become effective immediately after it is duly adopted by the Councils of the Cities of Spokane and Airway Heights.

This Agreement shall supersede any and all prior agreements concerning sewer service to the Exotic Metals Property.

Section 22. GOVERNING LAW and VENUE:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (regardless of the laws that might otherwise govern under applicable principles of conflicts of law of such state). The Parties (i) agree that any lawsuit, judicial action, or proceeding arising out of or relating to this Agreement must be heard in the Superior Court of the State of Washington in and for the County of Spokane, or in the United States District Court for the Eastern District of Washington, (ii) waive any objection to the venue of any such suit, action, or proceeding, and (iii) irrevocably submit to the jurisdiction of any such court in any such lawsuit or judicial action or proceeding.

Section 23. REASONABLE AND GOOD FAITH EFFORTS:

Each Party will make all reasonable and good faith efforts to coordinate with the other Party to complete the Airway Heights and Spokane Improvements, to secure the Regulatory Approvals, and accomplish tasks provided for in this Agreement in a timely manner.

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

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Clerk, City of Spokane

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

CITY OF AIRWAY HEIGHTS

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Albert Tripp  
City Manager

Approved as to form:

\_\_\_\_\_  
Stanley Schwartz  
City Attorney for Airway Heights

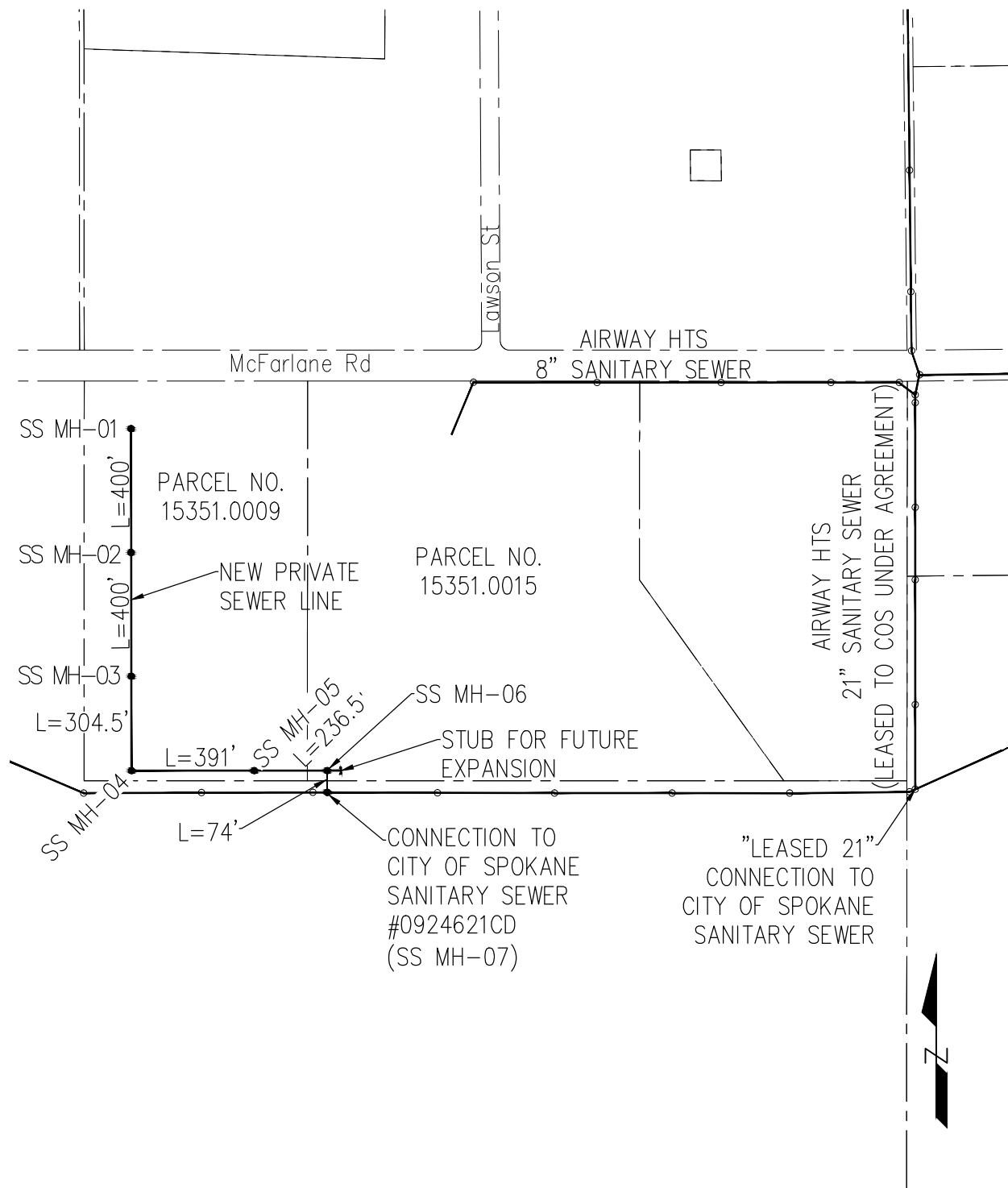
Attest:

\_\_\_\_\_  
City of Airway Heights Clerk

\_\_\_\_\_  
Date

EXHIBIT A – EXOTIC METALS FORMING PROPERTY PARCELS/POINTS OF  
CONNECTION TO CITY OF SPOKANE POTW

EXHIBIT A



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

08/30/2021

**Date Rec'd**

8/18/2021

**Clerk's File #**

OPR 2021-0575

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

WASTEWATER MANAGEMENT

**Contact Name/Phone**

RAYLENE 7901

**Contact E-Mail**

RGENNETT@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Cross Ref #****Project #****Bid #****Requisition #****Agenda Item Name**

4310 - MULTI-JURISDICTIONAL AGREEMENT FOR PRETREATMENT

**Agenda Wording**

Multi-jurisdictional Agreement (MJA) with Airway Heights related to local regulatory pretreatment requirements for wastewater management.

**Summary (Background)**

The City of Spokane provides sewer service to a number of properties located within the City of Airway Heights (AWHTS). As part of the federal and state pretreatment regulations, the City is required to have a MJA for jurisdictional coordination between the two cities. This Agreement allows for those sewer connections located within AWHTS to discharge wastewater to Spokane's POTW and provides for the jurisdictional authority for the enforcement of federal, state and local pretreatment regulatory

Lease? NO

Grant related? NO

Public Works? NO

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

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

GENNETT, RAYLENE

**Study Session\Other**

PIES June 28 2021

**Division Director**

FEIST, MARLENE

**Council Sponsor**

Breean Beggs

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

PICCOLO, MIKE

hbarnhart@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

kkeck@spokanecity.org

**Additional Approvals**

mhughes@spokanecity.org

**Purchasing**

Tax &amp; Licenses

mfeist@spokanecity.org

eschoedel@spokanecity.org



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

**Agenda Wording**

**Summary (Background)**

requirements for the collection, treatment and disposal of wastewater. The agreement was approved by the Airway Heights City Council on Aug 2, 2021.

**Fiscal Impact**

Select \$

Select \$

**Budget Account**

#

#

**Distribution List**


City of Spokane No.: \_\_\_\_\_  
City of Airway Heights No.: \_\_\_\_\_

**Multijurisdictional Agreement  
between  
City of Airway Heights and  
City of Spokane  
for  
Industrial Pretreatment Program**

THIS MULTIJURISDICTIONAL AGREEMENT entered into by and between the CITY OF SPOKANE, a first class charter city, whose business address is 808 West Spokane Falls Boulevard, Spokane, Washington 99201, as "SPOKANE", and the CITY OF AIRWAY HEIGHTS, a non-charter code city of the state of Washington, whose business address is 1208 S. Lundstrom, Airway Heights, WA 99001, as "AIRWAY HEIGHTS," hereinafter jointly referred to as "PARTIES".

**RECITALS**

WHEREAS, pursuant to the provisions of Chapter 35.92 RCW, SPOKANE owns and operates a Publicly Owned Treatment Works (POTW), consisting in part of interceptor sewers, and Riverside Park Water Reclamation Facility (RPWRF) for the benefit of its citizens; and

WHEREAS, SPOKANE's POTW and Sewer Service Area serve customers located within and outside SPOKANE's jurisdictional boundaries, which include areas located within AIRWAY HEIGHTS; and

WHEREAS, SPOKANE holds National Pollutant Discharge Elimination System (NPDES) Permit No. WA-002447-3 and is required by federal and state law to develop and implement an Industrial Pretreatment Program in all jurisdictions it serves or from which it accepts wastewater; and

WHEREAS, SPOKANE regulates public health and safety and exercises local government police powers within its respective regulatory area, as now or as hereafter amended. SPOKANE's regulatory area is its city limits, as now or hereafter amended; and

WHEREAS, AIRWAY HEIGHTS owns and operates a public sewer utility, to include a Water Reclamation Plant (WRP), and holds a Reclaimed Water Permit; and



WHEREAS, AIRWAY HEIGHTS is required by federal and state law to implement an Industrial Pretreatment Program, with assistance from the Washington State Department of Ecology; and

WHEREAS, AIRWAY HEIGHTS regulates public health and safety and exercises local government police powers within its regulatory authority area, as now or as hereafter amended. AIRWAY HEIGHTS' regulatory area is its city limits, as now or as hereafter amended; and

WHEREAS, both PARTIES must develop and implement certain elements of an Industrial Pretreatment Program pursuant to conditions contained in their respective Permits issued by the Washington State Department of Ecology; and

WHEREAS, in some places the respective Sewer Service Areas may not be identical to the City Limits of a Party. SPOKANE needs to have the ability to enforce requirements of its NPDES Permit which may be impacted by discharges from AIRWAY HEIGHTS; and

WHEREAS, Pretreatment Program requirements concerning this Agreement include but are not limited to 40 CFR 403.8 provisions referenced below, and state laws and regulations, as now or as hereafter amended; and

WHEREAS, the purpose of this Agreement is to establish enforcement authority for those sewer flows and address Pretreatment Program requirements with respect to such flows accepted by SPOKANE. The PARTIES understand that neither party can accept wastewater without an actively enforced Pretreatment Program in accord with applicable federal and state requirements; and

WHEREAS, AIRWAY HEIGHTS has adopted SPOKANE's pretreatment ordinance by reference. AIRWAY HEIGHTS' pretreatment ordinance as now or hereafter amended is contained in Airway Heights Municipal Code, Chapter 13.06A. Federal and State regulatory obligations are enforced as a requirement of the Reclaimed Water Rule, WAC 173-219, which regulates reclaimed water production and distribution activities administered by the Washington State Departments of Ecology and Health; and

WHEREAS, SPOKANE'S pretreatment ordinance as now or hereafter amended is contained in Spokane Municipal Code (SMC) Chapter 13.03A. SMC 13.03A is patterned after federal and state model ordinances. Federal and state regulatory obligations are enforced as a requirement of the NPDES permit program regulating wastewater discharges into public waters administered by the Washington State Department of Ecology as delegate agency of the US EPA; and

WHEREAS, except as otherwise required by the Washington State Department of Ecology, either SPOKANE or AIRWAY HEIGHTS may delegate regulatory functions for administration and management of regulatory programs or make mutual

arrangements to manage them through Interlocal cooperation agreements authorized by chapter 39.34 RCW; and

WHEREAS, it is necessary to define appropriate jurisdictions to meet the requirements and conditions of SPOKANE's NPDES Permit; and

WHEREAS, it is in the best interests of the PARTIES and in the interest of the public health, safety, and welfare of citizens residing and working in the areas served by the PARTIES that this Agreement be executed;

WHEREAS, this Agreement specifically supersedes any surviving terms of the previous *Interlocal Agreement Airway Heights Pretreatment Program* adopted January 30, 2012, City of Spokane OPR 2012-0058.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other goods and valuable consideration, SPOKANE and AIRWAY HEIGHTS agree as follows:

## **1. AUTHORITY FOR CONTRACT – COMPLETENESS**

This Agreement is made and entered into in accordance with provisions of RCW 36.94.190 and Chapter 39.34 RCW. This Agreement, except where otherwise provided, shall be complete within itself. The terms of this Agreement may be amended only by written agreement of the PARTIES.

## **2. PURPOSE**

- A.** The Purpose of this Agreement is to allow sewer connections located within AIRWAY HEIGHTS to discharge wastewater to SPOKANE'S POTW under limited conditions as defined herein.
- B.** This Agreement provides for and defines the respective roles and responsibilities of the PARTIES to work cooperatively to meet Ecology's requirements for the administration of the State's Industrial Pretreatment Program and SPOKANE's NPDES Waste Discharge Permit, number WA-002447-3, or its replacement, regulating SPOKANE'S POTW.
- C.** This Agreement provides jurisdictional authority for the enforcement of federal, state and local pretreatment regulatory requirements for collection, treatment and disposal of wastewater.
- D.** Except as specifically stated in this Agreement, this agreement does not provide for general sewer services from AIRWAY HEIGHTS' POTW to SPOKANE's POTW.

- E.** As set forth in Spokane City Clerk's Office Number OPR 2014-0296, Exotic Metals Forming Property, is authorized by the Parties to deliver sewer flows via AIRWAY HEIGHTS' POTW to SPOKANE's POTW from specifically identified parcels. This Pretreatment Agreement is not intended to materially alter OPR 2014-0296 and is intended to work in conjunction.
- F.** This Agreement does not grant AIRWAY HEIGHTS any authority to discharge, bypass or divert overflow from its Water Reclamation Plant to SPOKANE's POTW.

### **3. DEFINITIONS**

- A.** CATEGORICAL PRETREATMENT STANDARDS means any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that applies to a specific category of users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405 471
- B.** CONTROL AUTHORITY means the jurisdiction delegated the authority by Ecology to issue permits under the federal pretreatment program (40 CFR Part 403) to users discharging to SPOKANE'S POTW (a Publicly Owned Treatment Works). For purposes of this Agreement, Control Authority means SPOKANE.
- C.** ECOLOGY means the Washington State Department of Ecology, or its successor.
- D.** END OF PIPE means the point at which an Industrial User's waste stream enters SPOKANE'S POTW.
- E.** EPA means the United States Environmental Protection Agency, or its successor.
- F.** EXOTIC METALS FORMING PROPERTY means those specified Spokane County Parcels identified in OPR 2014-0296, which are geographically located within AIRWAY HEIGHTS' designated Sewer Service Area and served by AIRWAY HEIGHTS' POTW which conveys Exotic Metals' flows to SPOKANE's POTW.
- G.** GPD means GALLONS PER DAY, referring to rate of flow.
- H.** INDIRECT DISCHARGE OR DISCHARGE  
The introduction of pollutants into the POTW from any non-domestic source regulated under section 307 (b), (c) or (d) of the Act (33 USC §1317). The discharge into the POTW is normally by means of pipes, conduits, pumping

stations, force mains, constructed drainage ditches, surface water intercepting ditches, and all constructed devices and appliances appurtenant thereto.

- I. INDUSTRIAL USER OR USER** means a source of indirect discharge, non-domestic source regulated under section 307(b), (c), or (d) of 33 USC Section 1317.
- J. INTERTIE** means a connection that allows for discharge from one entity's POTW to another entity's POTW.
- K. JURISDICTION** means the areas within the PARTIES' City Limits subject to their respective governmental authority.
- L. NPDES** means a National Pollutant Discharge Elimination System Permit issued to a Party, pursuant to chapter 90.48 RCW and the Federal Clean Water Act.

OUTSIDE SPOKANE REGULATORY (OSR) AREA refers to areas located either inside Spokane's designated Sewer Service Area that flow to SPOKANE's POTW, but which are located outside of SPOKANE'S City Limits and inside AIRWAY HEIGHTS' City Limits, and/or other areas within AIRWAY HEIGHTS under separate agreement with SPOKANE for service.

- M. PARTIES** mean the City of Spokane and the City of Airway Heights.
- N. POTW** means Publicly Owned Treatment Works, a treatment works, as defined by section 212 of the Act (33 U.S.C. section 1292), which is owned by a public entity and includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant.
- O. PRETREATMENT or INDUSTRIAL PRETREATMENT PROGRAM or PRETREATMENT PROGRAM** means a program administered by a POTW that meets the criteria established in Chapter 40 CFR §§403 and which has been approved by a Regional Administrator or State Director.
- P. PRETREATMENT STANDARDS** means prohibited discharge standards (SMC 13.03A.0201), categorical pretreatment standards (SMC 13.03A.0202), state pretreatment standards (SMC 13.03A.0203) and local limits (SMC 13.03A.0204) and/or BMP's established by the POTW. In addition, this definition includes anything encompassed in 40 CFR §403.3(l) and/or WAC 173-216-030 (17).

- Q.** RPWRF means the City of Spokane Riverside Park Water Reclamation Facility
- R.** SEWER SERVICE AREA means the area identified in the Spokane County Comprehensive Wastewater Management Plan in which either the City of Spokane or Airway Heights actually provides, or is expected ultimately to provide, sewer service.
- S.** SIU means Significant Industrial User, a user subject to categorical pretreatment standards, or a user that:
- a. discharges an average of twenty five thousand gallons per day (25,000 gpd) or more of process wastewater to the POTW (excluding sanitary, non-contact cooling and boiler blow down wastewater); or
  - b. contributes a process waste stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant. As used herein “organic capacity” means the capacity of the treatment plant to treat wastewater as opposed to the “hydraulic capacity” or capability to accept and handle fluids; or
  - c. is designated as such by the RPWRF Plant Manager on the basis that it has a reasonable potential to cause an adverse effect on operations of Spokane’s POTW, adverse impact on Spokane’s ability to comply with its NPDES permit, cause Spokane’s POTW to violate any pretreatment standard or requirement or because of other regulatory control needs.  
(Source: 40 CFR §403.3(v))

The RPWRF Plant Manager may determine that an Industrial User subject to categorical pretreatment standards is a Non-Significant Categorical Industrial User rather than a SIU on a finding that the Industrial User never discharges more than one-hundred gpd of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:

- a. The Industrial User, prior to the Plant Manager’s finding, has consistently complied with all applicable categorical pretreatment standards and requirements;
  - b. The Industrial User annually submits the certification statement required in 40 CFR Part 403.12(q), together with any additional information necessary to support the certification statement; and
  - c. The Industrial User never discharges any untreated concentrated wastewater.
- T.** REGULATORY AREA means an area within a City’s limits

**U. WASTEWATER** means liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are discharged to a POTW.

#### **4. TERM**

This Agreement will remain in effect for the longer of ten (10) years or so long as the PARTIES continue to have cross jurisdictional connections for wastewater services. The Agreement can be extended in two (2) year increments upon written request to the other Party, at least 60 days prior to expiration. Either Party for good cause (such as, but not limited to, a breach of this Agreement following notice and a reasonable opportunity to cure, continued violation of city, state, or federal law upon written notice from the City with a reasonable opportunity to cure, or other cause which requires a cessation of services under this Agreement for matters such as treatment capacity at POTW) may terminate this Agreement upon giving one hundred eighty (180) days' written notice to the other Party. Notwithstanding the foregoing, in the event AIRWAY HEIGHTS's knowingly causes an emergency that violates Pretreatment Standards with liability and damages imposed upon SPOKANE, this Agreement may be terminated immediately. In the event the Agreement is terminated, or expires, then AIRWAY HEIGHTS agrees to cease any discharge of wastewater from its jurisdiction to SPOKANE's POTW and disconnect all connection points.

#### **5. PRETREATMENT PROGRAM AUTHORITY**

SPOKANE currently has delegated authority from Ecology for pretreatment purposes and has authority to write discharge permits for industries discharging to its POTW. SPOKANE is required to develop, administer, manage, and coordinate with Ecology the NPDES permit pretreatment requirements for all industrial users serviced by SPOKANE'S POTW. AIRWAY HEIGHTS is authorized, to take emergency action to stop or prevent any discharge that presents or may present an imminent danger to the health or welfare of humans, that reasonably appears to threaten the environment, or that threatens to interfere with the operation of SPOKANE'S POTW.

#### **6. APPLICABILITY**

This Agreement shall apply to all users located in Outside Spokane Regulatory Areas (OSRs) that discharge to SPOKANE's POTW, according to the most stringent requirements or individual discharge limits listed by SPOKANE. OSRs are areas located either inside Spokane's designated Sewer Service Area that flow to SPOKANE's POTW, but which are located outside of SPOKANE'S City Limits and inside AIRWAY HEIGHTS' City Limits, and/or other areas within AIRWAY HEIGHTS under separate agreement with SPOKANE for service.

## **7. IMPLEMENTATION AND JURISDICTION OF REGULATORY PRETREATMENT PROGRAM**

### **A. Within OSR Areas: SPOKANE enforcement jurisdiction is:**

- i. Where an End of Pipe location is in an OSR Area, the PARTIES agree that the AIRWAY HEIGHTS' pretreatment ordinance governs.
- ii. SPOKANE, following an identification of a violation of PRETREATMENT STANDARDS will enforce the AIRWAY HEIGHTS ordinance, Chapter 13.06A, as now or hereafter amended, and all aspects of AIRWAY HEIGHTS' pretreatment program, and may be specially deputized by AIRWAY HEIGHTS, as may be necessary for this function. Any court action to enforce SPOKANE's pretreatment program will be brought in the name of SPOKANE (as the real party-in-interest) by its legal counsel.

### **B. Exotic Metals Forming Property**

Exotic Metals Forming Property discharges to AIRWAY HEIGHTS' POTW, which conveys those flows to SPOKANE's POTW. This Property is located within AIRWAY HEIGHTS' City Limits and outside of SPOKANE'S Sewer Service Area, and is regulated by a separate agreement OPR 2014-0296 in addition to this agreement.

### **C. This Agreement does not authorize sewer flows to SPOKANE's POTW from any other areas located in AIRWAY HEIGHTS, (i.e. not from OSR Areas.**

- D. An abbreviated summary of activities to be conducted by each party is provided in Exhibit 1 of this document.

## **8. INDUSTRIAL USER IDENTIFICATION**

- A. SPOKANE will update and maintain the Industrial User Survey for Industrial Users located in the OSR Area. SPOKANE will forward a copy of this survey to AIRWAY HEIGHTS upon request. Whenever a new Industrial User begins operations in the OSR Area, or any time there is a significant change in flow volume or character of pollutants at an existing OSR Area Industrial User, any time it is requested by AIRWAY HEIGHTS, and at least every 5 years, SPOKANE will require that such Industrial User respond to an Industrial User Survey. As used herein, a significant change is a change of twenty percent or more in production levels or levels of any pollutant or other parameter, and any significant manufacturing process changes which could be reasonably expected to result in such a pollutant change.

- B.** AIRWAY HEIGHTS will provide SPOKANE access to all records or documents relevant to the pretreatment program for any Industrial User located in the OSR Areas. AIRWAY HEIGHTS can make corresponding requests regarding Industrial Users in OSR Areas.
- C.** AIRWAY HEIGHTS will notify SPOKANE of new businesses connecting to SPOKANE's POTW in the OSR Area, within 30 days of becoming aware of the same.
- D.** To identify and survey all Industrial Users SPOKANE shall require all Industrial Users to fully complete SPOKANE's Industrial User survey form.

At a minimum, Industrial Users will be processed as follows:

1. All new and existing Industrial Users connected or applying for connection to SPOKANE's POTW shall complete and submit an Industrial User survey in accordance with SPOKANE's Pretreatment Program procedures.
2. Upon receipt of the completed Industrial User survey, SPOKANE will review and evaluate the information, classify the Industrial User, and determine if a Wastewater Discharge Permit is required. If a permit is required, SPOKANE will send a Permit Application to the Industrial User for completion and notify both Ecology and AIRWAY HEIGHTS, accordingly.

## **9. EMERGENCY RESPONSE, NOTIFICATION AND SPILL PREVENTION**

Each Party shall develop and implement its own Emergency Spill Control Plan. The Emergency Spill Control Plan shall contain procedures to provide spill control containment and appropriate notification for the PARTIES. The PARTIES will take appropriate action, consistent with the Emergency Spill Control Plan, in the event of the entry or possible entry into SPOKANE'S POTW of any material that might damage the sewage collection systems and the treatment system, interfere with treatment processes, affect sludge disposal, cause the PARTIES to violate any condition of SPOKANE's NPDES permit, or create unsafe conditions for SPOKANE's employees or the public.

## **10. PERMITTING, INSPECTIONS, MONITORING, AND SAMPLING**

- A.** SPOKANE will act as the CONTROL AUTHORITY for permit administration and management, discharge monitoring, sample collection, laboratory analysis and compliance inspections as required by the applicable Pretreatment Program.



- B.** SPOKANE, may conduct inspections and sampling at any Industrial User's facility located within the OSR Area as it deems necessary. Conversely, AIRWAY HEIGHTS may conduct inspections and sampling at any Industrial User's facility located within the OSR Areas as it deems necessary.
- C.** SPOKANE will provide to AIRWAY HEIGHTS a list of scheduled inspections of Industrial Users in OSR Areas following scheduling, providing the opportunity for AIRWAY HEIGHTS to attend inspections that SPOKANE deems necessary. If an inspection is in response to an emergency situation and notice is not practical, SPOKANE will informally notify AIRWAY HEIGHTS of the impending inspection via phone call or e-mail to the extent practical.
- D.** If requested by AIRWAY HEIGHTS, SPOKANE will forward copies of all inspection reports regarding Industrial Users in OSR Areas to AIRWAY HEIGHTS within thirty (30) days of the inspection. If requested by AIRWAY HEIGHTS, SPOKANE will submit to AIRWAY HEIGHTS its procedures for sampling and analyses, including all procedures in place for quality assurance and quality control. All procedures will conform to those set out in 40 CFR Part 136, except as otherwise required by the U.S. Environmental Protection Agency.
- E.** Upon reasonable notice to AIRWAY HEIGHTS and to the extent authorized by law, any authorized agent, officer or employee of SPOKANE may enter and inspect, at any reasonable time, an Industrial User for the purpose of determining compliance with pretreatment requirements. The right of entry and inspection shall include access to public streets, easements, and property within which the Industrial User or affected POTW is located. Additionally, any authorized agent, officer or employee of either AIRWAY HEIGHTS or SPOKANE shall be permitted, as appropriate and pursuant to legal authority, enter onto private property to inspect the Industrial User's wastewater discharges. The right of inspection shall include on-site inspection of pretreatment and sewer facilities, observation, measurement, sampling, testing, and access to all pertinent compliance records located on the premises of the Industrial User. This includes all records and documentation of operating procedures, process information, past upsets and violations, legal matters (except privileged documents), laboratory self-monitoring reports, analytical testing results, sludge management data, annual and monthly reports to Ecology and any other information relevant to pretreatment.

## **11. ENFORCEMENT**

Sections A through D apply to the OSR Areas.

- A.** AIRWAY HEIGHTS will maintain an enforceable pretreatment ordinance and pretreatment program no less broad in scope than SPOKANE'S program and as approved by federal and state authorities.
- B.** AIRWAY HEIGHTS designates and requests SPOKANE enforce the pretreatment requirements, as now in effect or hereafter amended, against Industrial Users located in any area within AIRWAY HEIGHTS' City Limits that discharges wastewater to SPOKANE's POTW, pursuant to this Agreement.
- C.** If AIRWAY HEIGHTS becomes aware that a customer in its City Limits is in violation of applicable discharge regulations or permit requirements, it shall notify SPOKANE, so that appropriate enforcement action is taken in accordance with ordinance and enforcement guidelines to address the violation. Failure by AIRWAY HEIGHTS to so notify SPOKANE and Ecology shall be a violation of this Agreement.
- D.** Where a spill potential or discharge to SPOKANE'S POTW appears to present an imminent danger to the health and welfare of persons or to interfere with the operation of SPOKANE'S POTW, SPOKANE will, and AIRWAY HEIGHTS may, immediately initiate steps to eliminate the spill potential and halt or prevent the discharge.
- E.** If enforcement against the Industrial User escalates requires litigation, AIRWAY HEIGHTS shall be responsible for enforcing the pretreatment regulations through the judicial system within its City Limits.
- F.** AIRWAY HEIGHTS shall exercise best efforts to enforce the federal, state, and local pretreatment regulations as required by SPOKANE. Following reasonable notice, SPOKANE is authorized to take such enforcement action as it deems appropriate directly against offending dischargers connected to SPOKANE'S POTW pursuant to 40 CFR 403.8(f)(1)(vi).

## **12. LOCAL LIMITS AND ORDINANCE COORDINATION**

- A.** An essential element of the local pretreatment program is the development of the technically based numerical effluent limitations (local limits) on the discharge of incompatible pollutants to SPOKANE's POTW. Under the authority of Section 307(b) and 402(b)(8) of the Clean Water Act, and implementing regulations (40 CFR 403), SPOKANE is required to submit to Ecology an evaluation of the ability of SPOKANE's POTW to collect, convey,

and treat non-domestic wastes, and revise limitations for all Significant Industrial Users. SPOKANE performs evaluations to develop revised local limits as required by 40 CFR 403.5(c)(1). If revision or additions to local limits becomes necessary, SPOKANE will forward to AIRWAY HEIGHTS a copy of the intended revisions or additions prior to enactment. AIRWAY HEIGHTS shall then adopt any such revisions or additions within ninety (90) days of SPOKANE's adoption. These limitations shall be codified directly into AIRWAY HEIGHTS' pretreatment ordinance.

- B.** AIRWAY HEIGHTS will adopt and enforce pollutant-specific local limits to apply within AIRWAY HEIGHTS' City Limits which address at least the same pollutant parameters and are at least as stringent as the local limits enacted by SPOKANE.
- C.** If SPOKANE proposes any revisions or additions to its pretreatment ordinances set forth in SMC 13.03A, SPOKANE will provide a copy of the revisions or additions to AIRWAY HEIGHTS. Within ninety (90) days from adoption of the revisions or additions, AIRWAY HEIGHTS will revise its own Pretreatment Ordinance to maintain either the same standards or more stringent standards than those enacted by SPOKANE.
- D.** This section is intended to provide for reasonable coordination of both PARTIES' programs and does not apply if either party faces significant adverse regulatory action or liability and must act to protect itself. In the event of such emergency action, the PARTIES agree to cooperate and coordinate promptly thereafter.

## **12. PRETREATMENT PERMIT COMPLIANCE IN OSR AREAS**

- A.** SPOKANE will issue wastewater discharge permits and renewals to all Industrial Users in the OSR Area required to be permitted under its pretreatment ordinance. The Industrial User must have a permit prior to any wastewater discharge. Permits must contain, at a minimum, appropriate effluent limitations, monitoring and reporting requirements, a statement of duration, a statement of non-transferability, a statement of applicable civil and criminal penalties, and any other conditions required by SPOKANE to be included in the permit
- B.** SPOKANE will require all Significant Industrial Users (SIUs) within the OSR Areas to submit a wastewater discharge permit application to SPOKANE not less than one hundred eighty (180) days prior to commencement of discharge, or one hundred eighty (180) days prior to permit expiration in the case of a permit renewal. SPOKANE shall draft the permit and forward to AIRWAY HEIGHTS and the Department of Ecology for comment. After a 30-day public comment period, SPOKANE will address comments and issue the

permit within one hundred eighty (180) days of receipt of a complete permit application (and approved engineering report, if required).

- C. SPOKANE will maintain a database of Discharge Monitoring Report data from each of AIRWAY HEIGHTS' SIUs in the OSR Areas and, if requested by AIRWAY HEIGHTS, will submit a quarterly Compliance Results Report.
- D. If requested, SPOKANE, within ten (10) days, will submit reports (summary list or table) to AIRWAY HEIGHTS on the compliance status of each SIU within the OSR Areas, and on any enforcement response taken or anticipated. The reports will include the time frames for initial enforcement actions, as well as any subsequent enforcement actions.
- E. AIRWAY HEIGHTS grants authority to SPOKANE to enforce the provisions of AIRWAY HEIGHTS' pretreatment ordinance and SPOKANE'S NPDES permit within the OSR Areas. If SPOKANE fails to take adequate and timely enforcement action against non-compliant Industrial Users in OSR Areas, AIRWAY HEIGHTS may take such action on behalf of SPOKANE, and notify SPOKANE via e-mail or phone of the action taken.

### **13. ENFORCEMENT: SPOKANE NPDES PERMIT HOLDER**

- A. SPOKANE is the NPDES permittee for the OSR Area flows and is ultimately responsible to assure compliance with NPDES permit requirements for these flows. SPOKANE reserves the right to take whatever actions it deems necessary to comply with its NPDES permit requirements and to avoid any violations. The PARTIES shall support and work together to protect each other from loss or liability due to NPDES permit violations, to the extent arising from their respective fault or neglect and in accord with the duties and obligations of this Agreement.
- B. SPOKANE is authorized to take emergency or enforcement action, as it deems appropriate, directly against offending dischargers in OSR Areas pursuant to 40 CFR 403.8(f)(1)(vi), to stop or prevent any discharge that presents, or may present, an imminent danger to the health or welfare of humans; that reasonably appears to threaten the environment; or that threatens to cause interference, pass-through, or sludge contamination as these terms are understood in SPOKANE'S pretreatment program.
- C. When SPOKANE takes enforcement action, it shall: notify the discharger in writing with a copy to AIRWAY HEIGHTS. In the case of an emergency, as determined by SPOKANE, this written notice requirement shall be waived, but actual notice shall be given as soon as practicable and followed by written communication.

- D.** If SPOKANE determines that an Industrial User or AIRWAY HEIGHTS has failed or has refused to comply with any federal, state or local pretreatment regulations, and if the Industrial User or AIRWAY HEIGHTS has not fulfilled its obligations after having received due notice, (as described above) then SPOKANE may develop and issue a remedial plan containing a description of the nature of the pretreatment deficiencies, an enumeration of necessary steps to be taken by the Industrial User or AIRWAYS HEIGHTS, and a reasonable schedule for attaining necessary compliance with all pretreatment requirements. The Industrial User or AIRWAY HEIGHTS shall confer with SPOKANE on the remedial plan and agreement to immediately implement such plans. Should the Industrial User or AIRWAY HEIGHTS fail to do so, such plan may be specifically enforced in a court of competent jurisdiction. If a discharger or AIRWAY HEIGHTS fails to satisfy the obligations set forth under the terms of any remedial plan, SPOKANE may refuse to accept any wastewater discharges from that Industrial User or AIRWAY HEIGHTS. Should any Industrial User or AIRWAY HEIGHTS fail or refuse to comply with the pretreatment ordinance, or with the remedial plan, SPOKANE shall seek, if appropriate, injunctive relief against such Industrial User or AIRWAY HEIGHTS. Each Party shall through written communication keep the other Party up to date on all such enforcement actions through direct assistance or copies of all documents, or both, as appropriate.

#### **14. SPOKANE AND AIRWAY HEIGHTS PROGRAM EXPENSES**

- A.** AIRWAY HEIGHTS will reimburse SPOKANE for reasonable and documented expenses associated with pretreatment services within sixty (60) days of billing, supported by any information reasonably requested by AIRWAY HEIGHTS, for implementing, administering, and managing the pretreatment program in the OSR Areas. Costs will be assessed on a pro-rata basis: the number of SIUs located in the OSR Areas divided by the total number of SIUs in SPOKANE'S pretreatment program.
- B.** Each billing shall be submitted annually, on or before April 1, for services provided in the prior year. AIRWAY HEIGHTS shall advise within thirty (30) days if it has any questions or needs further information. If a billing not subject to further question is outstanding for more than three (3) months, it shall accrue interest at the current local government investment pool rate until paid. A cover letter which summarizes each billing's services shall also be provided. Additionally, SPOKANE shall send AIRWAY HEIGHTS a projected budget for the upcoming year on or before September 1 of each year.

#### **15. INDEMNITY**

AIRWAY HEIGHTS shall indemnify, defend and hold harmless SPOKANE, its officers and employees from all claims, demands, or suits in law or equity arising

from AIRWAY HEIGHTS' intentional or negligent acts or breach of its obligations under this Agreement. AIRWAY HEIGHTS' duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of SPOKANE, its officers and employees.


SPOKANE shall indemnify, defend, and hold harmless AIRWAY HEIGHTS, its officers and employees from all claims, demands, or suits in law or equity arising from SPOKANE'S intentional or negligent acts or breach of its obligations under the Agreement. SPOKANE'S duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of AIRWAY HEIGHTS, its officers, and employees.

Where the PARTIES, their officers, and/or employees, are concurrently negligent for such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to the claim, demand, or suit shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES have specifically negotiated this provision.



AIRWAY HEIGHTS initials

SPOKANE initials

## 16. DISPUTE RESOLUTION

- A.** The PARTIES agree to use their best efforts to resolve disputes arising out of or related to this Agreement, by using good faith negotiations and engaging in the following dispute resolution process, should any disputes arise. The PARTIES agree that cooperation and communication are essential to resolving issues efficiently.
- B.** Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between SPOKANE and AIRWAY HEIGHTS will be governed under the dispute resolution process set forth in this Section. Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative.

- C.** Before either Party may refer a dispute to mediation or provide a notice of the same to the other Party, the PARTIES will seek to resolve the dispute at the lowest possible level by completing the following steps.
- D.** SPOKANE'S RPWRF Plant Manager and AIRWAY HEIGHTS' Public Works Director shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fifteen (15) calendar days, then the PARTIES will refer the dispute to SPOKANE's Wastewater Director and AIRWAY HEIGHTS' City Manager.
- E.** SPOKANE's Wastewater Director and AIRWAY HEIGHTS' City Manager will meet and confer and attempt to resolve the dispute. If they cannot resolve the dispute within fifteen (15) calendar days, then either Party may initiate mediation.
- F.** Within 15 calendar days of the completion of the steps above, each Party shall propose to the other party in writing not more than five (5) candidates to act as mediator. Within seven (7) calendar days of exchanging lists of mediator candidates, the PARTIES will meet and confer to choose one name from the list. If the PARTIES are unable to agree on a mediator 30 calendar days after completion of the steps above, then the PARTIES will jointly petition the Presiding Judge of the Spokane County Superior Court to appoint a mediator.
- G.** The PARTIES shall use reasonable efforts to resolve the dispute within 30 calendar days with the assistance of the mediator.
- H.** Except as otherwise provided by this Agreement, the PARTIES shall continue to fulfill their respective duties under this Agreement pending resolution of any dispute.
- I.** The PARTIES shall share the costs of the mediator.
- J.** If mediation fails to resolve the dispute within 30 calendar days of selection of the mediator, the PARTIES may thereafter seek redress in court subject to this Agreement.

## **17. OTHER**

- A.** If any term of this Agreement is held to be invalid in any judicial action, the remaining terms of this Agreement will be unaffected.
- B.** The PARTIES will review and revise this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C. §1251 et seq.) and the rules and regulations (see 40 CFR Part 403) issued thereunder, as necessary, but at least every five (5) years on a date to be determined by the PARTIES.

- C. The Table provided in Exhibit 1 summarizes the responsibilities covered by this Agreement as of initial execution.

**18. RCW 39.34.030 (3) and (4) ELEMENTS**

- A. Duration: This Agreement shall remain in effect for the duration sewage flow is received by SPOKANE's POTW from the OSR Areas, defined herein. Either Party may terminate this Agreement in its sole discretion upon one hundred eighty (180) days written notice.
- B. Precise Organization: Each party functions under its existing structures. No additional organizational structures are created.
- C. Purpose: The purpose of this Agreement is identified in Section 1.
- D. Budget and Financing: Each party retains sole control of all finance and budget items for its operations and functions. Charges for services are addressed in Section 14.
- E. Termination: Upon expiration or termination of this Agreement, each party retains control of its property. No joint property or jointly held assets or funds are contemplated.

**19. NOTICE - COMMUNICATIONS**

The Management Responsibilities for the duties of this Agreement are assigned to the following staff of each Party. All communications and reports in connection with this Agreement, unless otherwise noted, shall be directed to these staff:

To Spokane: Wastewater Director, City of Spokane RPWRF  
4401 North A.L. White Parkway  
Spokane, WA 99205  
Telephone: (509) 625-4600  
Facsimile: (509) 625-4605

With a copy to: City Attorney  
Office of the City Attorney  
City of Spokane – City Hall  
808 West Spokane Falls Boulevard  
Spokane, WA 99201  
Telephone: (509) 625-6225  
Facsimile: (509) 625-6277

To Airway Heights: City Manager  
1208 S. Lundstrom St.



Airway Heights, WA 99001  
(509) 244-5578

Public Works Director  
12400 W. 21st Ave.  
Spokane, WA 99201  
(509) 244-5429

or to such other address as may be agreed to in writing by the PARTIES.

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 PARTIES at the address set forth above, or at such other address as the PARTIES shall from time-to-time designate by notice in writing to the other Party.

## **20. ASSIGNMENT**

Neither Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Party.

## **21. VENUE STIPULATION**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

## **22. SEVERABILITY**

It is understood and agreed among the PARTIES that if any parts, terms, or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify or conform to such statutory provision.

## **23. HEADINGS**

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit, or extend the scope or intent of the sections to which they pertain.

## **24. ENTIRE AGREEMENT**

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

## **25. NON-DISCRIMINATION**

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

## **26. INSURANCE**

During the term of the Agreement, SPOKANE and AIRWAY HEIGHTS shall each maintain in force at its sole expense, each insurance coverage with minimum limit noted below:

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$5,000,000;
- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles; and

- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

Each policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the other entity shall be excess and not contributory insurance to that provided by the other entity.

There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days written notice from either entity or their insurer(s) to the other entity.

As evidence of the insurance coverages required by this Agreement, each entity shall furnish written evidence of acceptable insurance to the other entity within 30 days of the Agreement becoming effective. If requested, complete copies of insurance policies shall be provided to either entity. SPOKANE and AIRWAY HEIGHTS shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.


## 27. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same.

IN WITNESS WHEREOF, the PARTIES have duly executed this Agreement on the last date written below ("Effective Date").


DATED: 8/17/2021 \_\_\_\_\_


CITY OF AIRWAY HEIGHTS

By:  \_\_\_\_\_  
Albert Tripp, City Manager

ATTEST:

APPROVED AS TO LEGAL FORM:

DocuSigned by:  
  
27CF69D3894C42F  
City Clerk  
City of Airway Heights

DocuSigned by:  
  
8670926436124FB  
City Attorney  
City of Airway Heights

DATED: 8/17/2021

DocuSigned by:



IN WITNESS WHEREOF, the PARTIES have duly executed this Agreement on the last date written below ("Effective Date").

DATED: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_

Title: Public Works Director

ATTEST:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Clerk  
City of Spokane

\_\_\_\_\_  
Assistant City Attorney  
City of Spokane

DATED: \_\_\_\_\_

**Exhibit 1****Summary of Responsibilities under MJA for OSR Areas between  
AIRWAY HEIGHTS & SPOKANE**

<b>Responsibility</b>	<b>SPOKANE</b>	<b>AIRWAY HEIGHTS</b>
AIRWAY HEIGHTS Pretreatment Ordinance	<ul style="list-style-type: none"> <li>▪ Review Draft ordinance</li> </ul>	<ul style="list-style-type: none"> <li>▪ Maintain Ordinance at least as stringent as SPOKANE</li> <li>▪ Obtain any regulatory agency approval necessary</li> </ul>
Pretreatment Ordinance Modification by AIRWAY HEIGHTS	<ul style="list-style-type: none"> <li>▪ Forward any changes to SPOKANE ordinance to AIRWAY HEIGHTS</li> </ul>	<ul style="list-style-type: none"> <li>▪ Revise to keep at least as stringent as SPOKANE ordinance</li> <li>▪ Obtain any regulatory agency approval necessary</li> </ul>
Local Limits	<ul style="list-style-type: none"> <li>▪ Forward any changes to SPOKANE local limits to AIRWAY HEIGHTS</li> </ul>	<ul style="list-style-type: none"> <li>▪ Maintain limits at least as stringent as SPOKANE</li> </ul>
Pretreatment Annual Report	<ul style="list-style-type: none"> <li>▪ SPOKANE shall prepare a draft annual RPWRF report for AIRWAY HEIGHTS's review,</li> <li>▪ SPOKANE may review AIRWAY HEIGHTS' report as it deems necessary</li> </ul>	<ul style="list-style-type: none"> <li>▪ AIRWAY HEIGHTS or designated consultant shall prepare and submit Airway Heights' Water Reclamation Facility annual report to Ecology</li> <li>▪ AIRWAY HEIGHTS will forward annual report to SPOKANE</li> </ul>
Industrial User Survey for OSR Areas	<ul style="list-style-type: none"> <li>▪ Update continually</li> <li>▪ Conduct survey and follow up on non-responses</li> <li>▪ Forward latest version to AIRWAY HEIGHTS</li> </ul>	<ul style="list-style-type: none"> <li>▪ Provide access to records or documents if requested by SPOKANE</li> </ul>
Permitting Process for OSR Areas	<ul style="list-style-type: none"> <li>▪ Send out surveys, permit applications, and classify Industrial Users</li> <li>▪ Review permit application and prepare draft permit</li> <li>▪ Forward draft permit to AIRWAY HEIGHTS for review</li> <li>▪ Send draft permit for Department of Ecology Review</li> <li>▪ Publish and conduct Public Commentary of draft permit</li> <li>▪ Issue Final permit after Department of Ecology review</li> <li>▪ Permit modification as needed</li> </ul>	<ul style="list-style-type: none"> <li>▪ Review Draft permit prepared by SPOKANE</li> </ul>

<b>Responsibility</b>	<b>SPOKANE</b>	<b>AIRWAY HEIGHTS</b>
Inspections, Sampling, Analysis of Users within OSR Areas	<ul style="list-style-type: none"> <li>▪ SPOKANE performs inspections, sampling, and analysis of Users in OSR Areas</li> <li>▪ SPOKANE distributes inspection and sampling reports to Users</li> <li>▪ SPOKANE to forward inspection and sampling reports to AIRWAY HEIGHTS if requested</li> <li>▪ SPOKANE to provide AIRWAY HEIGHTS with monthly compliance reports on each permitted User if requested</li> <li>▪ SPOKANE will give notice to AIRWAY HEIGHTS prior to inspections and sampling.</li> </ul>	<ul style="list-style-type: none"> <li>▪ AIRWAY HEIGHTS may perform duties as it deems necessary.</li> <li>▪ AIRWAY HEIGHTS may perform duties at request of SPOKANE</li> <li>▪ AIRWAY HIEGHTS may attend inspections at its discretion</li> </ul>
Enforcement of Users within OSR Areas	<ul style="list-style-type: none"> <li>▪ SPOKANE to perform enforcement tasks up to court action</li> <li>▪ Publish all out of compliance users as required by Federal Pretreatment regulations in local paper</li> </ul>	<ul style="list-style-type: none"> <li>▪ AIRWAY HEIGHTS to perform enforcement tasks from court action and beyond</li> </ul>
Emergency Suspension Within OSR Areas	<ul style="list-style-type: none"> <li>▪ SPOKANE may act as needed</li> </ul>	<ul style="list-style-type: none"> <li>▪ AIRWAY HEIGHTS may act as needed</li> </ul>
Response to Production Changes or Changed Discharge within OSR Areas	<ul style="list-style-type: none"> <li>▪ SPOKANE to review and take appropriate action</li> <li>▪ SPOKANE to notify AIRWAY HEIGHTS of change and of action taken</li> </ul>	
SUMMARY of OSR Areas  Inside SPOKANE sewer service area but outside SPOKANE regulatory area	<ul style="list-style-type: none"> <li>▪ Legal Authority - AIRWAY HEIGHTS Ordinance</li> <li>▪ Industrial User Survey</li> <li>▪ Permitting (all aspects)</li> <li>▪ Enforcement with AIRWAY HEIGHTS Ordinance</li> <li>▪ Inspections / Sampling</li> </ul>	

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

08/30/2021

**Date Rec'd**

8/16/2021

**Clerk's File #**

OPR 2021-0157

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

HOUSING &amp; HUMAN SERVICES

**Contact Name/Phone**

MARGARET HINSON 509-867-8539

**Cross Ref #****Project #****Contact E-Mail**

MHINSON@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**

0680 - CONTRACT EXTENSION FOR EMERGENCY SHELTER (TRUTH MINISTRIES)

**Agenda Wording**

CHHS is requesting permission to extend the agreement with Truth Ministries Shelter and approve the accompanying SBO for City funds.

**Summary (Background)**

Congress provided \$5 billion in the CARES Act for the Community Development Block Grant (CDBG) program to states, metropolitan cities, urban counties, and insular areas. CHHS was awarded \$3,488,214 in CDBG-coronavirus funds. Truth Ministries Shelter provides nightly shelter to single men, in addition to ancillary shelter services available onsite. This agreement would allow 40 beds to continue as low-barrier.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ 701,635

# 99999

Revenue \$ 701,635

# 99999

Select \$

#

Select \$

#

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

LEWIS, DAVID G.

**Study Session\Other**

F&amp;A 8-16-2021

**Division Director**

DAVIS, KIRSTIN

**Council Sponsor**

CM Wilkerson

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

ODLE, MARI

bwilkerson@spokanecity.org;  
mcarlos@spokanecity.org**For the Mayor**

ORMSBY, MICHAEL

twallace@spokanecity.org; pingiosi@spokanecity.org

**Additional Approvals**

jmiller@spokanecity.org; mhinson@spokanecity.org

**Purchasing**

kdavis@spokanecity.org; kburnett@spokanecity.org

cbrown@spokanecity.org; ablain@spokanecity.org

ddaniels@spokanecity.org



# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	SBO and Contract Extension for Emergency Shelter (Truth Ministries)
<b>Date:</b>	August 5, 2021
<b>Author (email &amp; phone):</b>	Margaret Hinson (mhinson@spokanecity.org 509-867-8539)
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Kirstin Davis
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
<b>Strategic Initiative:</b>	Safe & Healthy / Reduce Homelessness
<b>Deadline:</b>	The start date for this amendment is September 1, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b>  Congress provided \$5 billion in the CARES Act for the Community Development Block Grant (CDBG) program to states, metropolitan cities, urban counties, and insular areas. <u>CHHS was awarded \$3,488,214 in CDBG-coronavirus funds.</u>	
<b>Executive Summary:</b>  CHHS is requesting permission to extend the agreement with Truth Ministries Shelter and approve the accompanying SBO for City funds. Truth Ministries Shelter provides nightly shelter to single men, in addition to ancillary shelter services available onsite. This agreement would allow 40 beds to continue as low-barrier.	
<b>Budget Impact:</b> 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: Community Development Block Grant – Coronavirus funds Other budget impacts: None.	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None. Known challenges/barriers: None.	

# Memorandum



**To:** Members of City Council  
**CC:** Mayor Woodward  
Johnnie Perkins, CAO  
**From:** Margaret Hinson  
**Date:** August 16, 2021  
**Re:** Emergency Shelter (Truth Ministries)

---

## **Request:**

CHHS is requesting permission to extend the agreement with Truth Ministries Shelter and approve the accompanying SBO for City funds. Truth Ministries Shelter provides nightly shelter to single men, in addition to ancillary shelter services available onsite. This agreement would allow 40 beds to continue as low-barrier.

## **Background:**

Congress provided \$5 billion in the CARES Act for the Community Development Block Grant (CDBG) program to states, metropolitan cities, urban counties, and insular areas. CHHS was awarded \$3,488,214 in CDBG-coronavirus funds.

Eligible activities include:

- Public service activities
- Housing-related activities
- Public improvements and facilities
- Activities to acquire real property
- Economic development activities
- General administrative and planning activities

Activities must benefit residents within the jurisdiction of the grantee or as permitted by the CARES Act by supporting activities that mitigate the impacts of COVID-19.

## **Conclusions & Recommendations:**

The intention of this agreement is to fund 40 low barrier men's beds to the City shelter system through June 30, 2022, in order align with the other shelter contracts. The amendment total of \$486,970 is funded with \$264,400 in CDBG-CV funds and \$188,877 in City funds. The SBO has been submitted concurrently to appropriate \$188,877 from General Fund unappropriated reserves to the CHHS General Fund budget to cover the extension.



**City of Spokane**  
**AGREEMENT AMENDMENT A**  
Title: MEN'S EMERGENCY SHELTER  
PROGRAM

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Truth Ministries of Spokane**, whose address is 1910 East Sprague Avenue, Spokane, Washington 99202 as ("GRANTEE").

*WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Men's Emergency Shelter Program; and*

*WHEREAS, a change or revision of the work has been requested, 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 formally Amended by this written document; and*

*WHEREAS, additional funding has been made available under Community Development Block Grant-Coronavirus funds, Grantor Award # B-20-MW-53-0006, Total Federal Award \$3,488,214.00, and issued on January 28, 2021; 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 April 5, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Agreement Amendment shall become effective on September 1, 2021.

**3. EXTENSION.**

The Agreement documents are hereby extended and shall run through June 30, 2022.

**4. AMENDMENT.**

**SECTION NO. 4 – SCOPE OF SERVICE.**

**A. ACTIVITIES.**

The GRANTEE will be responsible for administering a Men's Emergency Shelter Program ("Program") in a manner satisfactory to the CITY, and in accordance with the GRANTEE's COVID-19 Emergency Housing Project Application for Funding, the Public Services Programs Project Monitoring Guide for Sub-Recipients (incorporated herein by reference), and consistent with any standards required as a condition of providing these funds. The CITY and GRANTEE are hereinafter jointly referenced as the "PARTIES", and individually a "PARTY". Such Program will include the following activities eligible under the Community Development Block Grant – Coronavirus Program:

1) Program Delivery.

Activity #1 Provide seventy-five (~~75~~ 40) low barrier night by night shelter beds for adult men (individuals/households without children) available seven (7) days a week, including breakfast and dinner daily.

Activity Location(s): 1910 E. Sprague Ave, Spokane, WA

2) General Administration.

GRANTEE shall provide general administrative services related to the planning and execution of all CDBG-CV activities, including general management, oversight, and coordination and training on CDBG-CV requirements to ensure that specified activities are provided and performance outcomes are achieved.

B. NATIONAL OBJECTIVES.

- 1) All activities funded with CDBG-CV funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.
- 2) The GRANTEE certifies that the activity(ies) carried out under this Agreement will meet the National Objective to benefit low- and moderate-income persons. Failure by the GRANTEE to fulfill the national objective may result in grant funds being disallowed and required to be returned to the CITY.

C. LEVELS OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES.

- 1) The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.
- 2) The GRANTEE agrees to provide the following levels of program services:

Emergency Shelter	
Activity #1: # of unduplicated persons served	<del>75</del> <u>40</u>

D. PERFORMANCE MONITORING.

The CITY will monitor the performance of the GRANTEE on a risk-based approach against the goals and performance measures provided above, timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this Agreement in accordance with the Public Services Programs Project Monitoring Guide for Sub-Recipients. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

5. **AMENDMENT.**

**SECTION NO. 3 – BUDGET.** The total amount City shall pay GRANTEE is increased by **FOUR HUNDRED EIGHTY SIX THOUSAND NINE HUNDRED SEVENTY AND NO/100 DOLLARS (\$453,277.00)** for everything

furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **SEVEN HUNDRED ONE THOUSAND SIX HUNDRED THIRTY FIVE AND NO/100 DOLLARS (\$701,635.00)** 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	\$581,363
Facility Support	\$70,079
Administration	\$16,500
<b>TOTAL</b>	<b>\$667,942</b>

## **6. 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 10<sup>th</sup> of each month and the 24<sup>th</sup> 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 8<sup>th</sup> of January and for expenses incurred during the month of June, the payment request shall be submitted on or before the 8<sup>th</sup> 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 funding 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](mailto:chhsreports@spokaneCITY.org).**

GRANTEE shall submit the billing form and a payroll summary report to the CITY's Contract Representative on the 10<sup>th</sup> of the month and on the 24<sup>th</sup> 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 5<sup>th</sup> of the month or the 20<sup>th</sup> 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.

**TRUTH MINISTRIES OF SPOKANE**

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 – Suspension and Debarment & FFATA Certification

Attachment 2 – REVISED Grantee Billing Form

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

08/30/2021

**Date Rec'd**

8/12/2021

**Clerk's File #**

OPR 2021-0576

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

NEIGHBORHOOD SERVICES

**Contact Name/Phone**

CARLY CORTRIGHT 6263

**Contact E-Mail**

CCORTRIGHT@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

0550-MOU WITH COMMUNITY ASSEMBLY

**Agenda Wording**

A memorandum of understanding (MOU) between Office of Neighborhood Services (ONS) and Community Assembly (CA) regarding expectations of support to be provided to the CA.

**Summary (Background)**

ONS was originally created to support the independent neighborhood councils and CA. The nature of this support has varied over the last 20+ years and can be a source of frustration between these community stakeholders and ONS staff as expectations can be unclear. Per SMC 04.27.040, an MOU can be developed that outlines this staff support. This MOU was developed with an ad-hoc committee of CA and ONS, and was approved by CA at their August 2021 meeting.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Neutral \$

Select \$

Select \$

Select \$

**Budget Account**

#

#

#

#

**Approvals****Dept Head**

CORTRIGHT, CARLY

**Division Director**

DAVIS, KIRSTIN

**Finance**

ORLOB, KIMBERLY

**Legal**

ODLE, MARI

**For the Mayor**

ORMSBY, MICHAEL

**Council Notifications****Study Session\Other**

UE 7/12/21

**Council Sponsor**

CP Beggs

**Distribution List**

ccortright@spokanecity.org

luke.tolley@gmail.com

gfrancis1965@yahoo.com

**Additional Approvals****Purchasing**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between the City of Spokane's Office of Neighborhood Services (hereinafter "ONS") and the Community Assembly (hereinafter referred to as "CA").

Per the City of Spokane Charter, Article 8<sup>1</sup>, the CA is a coalition of independent neighborhood councils and serves as a forum for discussion of issues of broad interest. The CA shall act as advisors to the City Council and the Mayor. ONS shall act as the staff support for the neighborhood council program and as the liaison between the neighborhood councils, the CA, the City Council, the Mayor, and the various city departments.

The intent of this MOU is to clarify expectations of both parties per SMC 04.27.040<sup>3</sup>. In addition to specific staff support listed below, ONS will support the core purpose and values of the CA<sup>2</sup> and advocate for the Neighborhood Councils.

This MOU does not address the relationship between ONS and the Neighborhood Councils.<sup>4</sup>

The parties agree as follows:

ONS will provide the following staff support to the CA:

1. Staff will attend and coordinate monthly CA meetings by preparing and emailing agenda packets; taking and disseminating minutes per CA policies and procedures; posting both agenda packets and minutes to the city neighborhoods program website (hereinafter "website").
2. Staff will attend and coordinate joint CA/City Council meetings by emailing and posting agendas to website.
3. Staff will attend and support CA Committees meetings by emailing notices and posting agendas to website. Additionally, staff will provide the following support:
  - a. For Admin Committee, track and provide a list of presentation requests for their consideration for CA monthly meeting.
  - b. For Budget Committee, provide a summary of expenses submitted and reimbursed for the Community Engagement Grants.
  - c. For Building Stronger Neighborhoods (BSN) Committee, provide training support as requested by BSN.
  - d. For all committees, staff will work with other city departments to arrange for the participation of appropriate staff and provide additional agreed upon support as detailed in the committee-specific policies and procedures.<sup>5</sup>
  - e. If requested, will assist in reserving space for CA, CA/CC, and CA Committee meetings on city facilities or other public facilities.
4. Maintain CA historical archives of meeting minutes and documents.
5. Establish email distribution lists for CA committees as provided by committee chairs; maintain email distribution lists in coordination with committee chairs.
  - a. Neighborhood Council Chairs, Vice-Chairs, and CA reps will automatically be added to (or removed from) committee distribution lists once ONS receives notice of their election.



- b. With the exception of individuals listed in 5.a, removal from a committee email distribution list must be requested by the individual themselves to chair or ONS in writing or as a result of a delivery failure.
6. Keep the my.spokanecity.org Neighborhood Council webpages up to date.
  - a. Includes posting minutes and/or agendas as provided by the Neighborhood Councils.
7. Manage any funds and related contracts set aside for CA by the City Council beyond the Community Engagement Grant funding.
8. Provide Community Assembly meeting facilitator (if requested).

The CA agrees to provide to ONS:

1. Current CA policies & procedures.
2. CA Committee meeting agendas, minutes, and list of committee officers/members with up-to-date contact information.
  - a. The CA Committees will be responsible for taking their own minutes.
3. CA Committee meeting dates, times, and locations.
  - a. The Committees (with exception of Admin Committee) will be responsible for setting up their own meetings, including web meetings.
4. Current email contact information for ONS to create distribution lists.

Per SMC 04.27.040, this MOU will be reviewed on an annual basis in conjunction with the annual CA Policies and Procedures update. This initial MOU and any future changes will be presented to the City Council for approval. Both parties pledge to always comply with this MOU in good faith. If either party fails to fulfill its commitments, either party can trigger a review and renegotiation of this MOU.

<sup>1</sup> Text of Charter Article 8 <https://my.spokanecity.org/opendata/charter/article-08/>

<sup>2</sup> CA Core Purpose and Values can be found here: <https://my.spokanecity.org/neighborhoods/community-assembly/>

<sup>3</sup> Text of SMC 04.27.040: <https://my.spokanecity.org/smc/?Section=04.27.040>

<sup>4</sup> Per the SMC, if a NC chooses, they can work with ONS to develop an MOU specific to their neighborhood council.

<sup>5</sup> Community Assembly Policy & Procedures can be found here: <https://my.spokanecity.org/neighborhoods/community-assembly/>

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

OFFICE OF NEIGHBORHOOD SERVICES

COMMUNITY ASSEMBLY

By: \_\_\_\_\_

Carly Cortright, Director

By: \_\_\_\_\_

Authorized Representative of CA

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	NHHS - ONS
<b>Subject:</b>	MOU between Community Assembly and ONS
<b>Date:</b>	7/12/21
<b>Contact (email &amp; phone):</b>	Carly Cortright <a href="mailto:ccortright@spokanecity.org">ccortright@spokanecity.org</a> 625-6263
<b>City Council Sponsor:</b>	CP Breean Beggs
<b>Executive Sponsor:</b>	Carly Cortright
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	8/31/21
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of MOU

#### Background/History:

The Office of Neighborhood Services was originally created to support the independent neighborhood councils and Community Assembly (CA). The nature of this support has varied over the last 20+ years and can be a source of frustration between these community stakeholders and ONS staff as expectations can be unclear. Per SMC 04.27.040 (listed below), a memorandum of understanding (MOU) can be developed that outlines this staff support. Since April of this year, Carly Cortright and an ad-hoc committee of CA have been working on an MOU to help set clear expectations of each other and to ensure CA and their committees are receiving the support they need to accomplish their goals. This has been a positive experience and focused on building a template for success on both parties' part to ensure a healthy working relationship.

The MOU has been presented to CA twice, but the vote to formally approve is not planned until the August meeting. If approved, the next step will be to bring forth for Council approval per the SMC. In discussion with the ad-hoc committee, however, we wanted to bring forward the current draft for Council review in case there were any issues we needed to address/incorporate as a committee before bringing forward to CA for vote.

#### Section 04.27.040 Neighborhood Council Program

- A. The department of neighborhood services and code enforcement shall provide staff support for the neighborhood councils and the community assembly in the following manner:
  1. Specific needs and program support required will be identified through annual consultation by the office with the individual councils and community assembly. This process should be completed prior to September of each calendar year to allow consideration of these needs and required support in the budget process.
  2. The specific nature of the staff support required may be reduced to a memorandum of understanding between the City and the individual councils and community assembly subject to approval of the city council. If such a memorandum is reached it should be reviewed annually within the time frame set forth above. The memorandum of understanding may, if appropriate, include those programs and procedures set forth in subsection (B) of this section.

Executive Summary:

- MOU between CA and ONS outlining staff support expectations
- Ad-hoc committee of CA has been working on over 3 months; will be presented to CA for vote in August
- Following approval by CA, per SMC 04.27.040 City Council will need to approve the MOU
- This is a no cost MOU

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:

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

08/30/2021

**Date Rec'd**

8/16/2021

**Clerk's File #**

OPR 2017-0876

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

PMO

**Cross Ref #****Contact Name/Phone**DUSTY X6482  
FREDRICKSON**Project #****Contact E-Mail**

DFREDRICKSON@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**

5750 - AMENDMENT FOR PMO CONSULTING SERVICES

**Agenda Wording**

PMO staff is working at, or over, available capacity. Due to current and upcoming demand for Project Management and Continuous Improvement skill sets. This SBO will allow the PMO to add professional resources and increase the team's overall capacity.

**Summary (Background)**

- SBO needed to transfer funds from vacant Senior Project Manager and Business Systems Analyst II positions to PMO Contractual Services
- Cost amendment to increase Volt contract and bring in a Volt Project Manager and Continuous Improvement Analyst capacity to help support PMO workload

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ 125,000

# 99999

Select \$

#

Select \$

#

Select \$

#

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

FREDRICKSON, DUSTY

**Study Session\Other**

F&amp;A 8-16-2021

**Division Director**

ORMSBY, MICHAEL

**Council Sponsor**

CM Wilkerson

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

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bwilkerson@spokanecity.org;  
mcarlos@spokanecity.org**For the Mayor**

ORMSBY, MICHAEL

twallace@spokanecity.org;  
dfredrickson@spokanecity.org**Additional Approvals**

pingiosi@spokanecity.org; jstratton@spokanecity.org

**Purchasing**

jmiller@spokanecity.org; ablain@spokanecity.org

ddaniels@spokanecity.org

# Briefing Paper

## FINANCE & ADMINISTRATION

<b>Division &amp; Department:</b>	Office of Performance Management/Project Management Office
<b>Subject:</b>	SBO and Amendment for PMO Consulting Services
<b>Date:</b>	8/16/2021
<b>Contact (email &amp; phone):</b>	Dusty Fredrickson, PMO – Sr. Project Manager, x-6482
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace, City Chief Financial Officer
<b>Committee(s) Impacted:</b>	Finance & Administration Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	This agenda item directly support the PMO workload
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u> PMO staff is working at, or over, availability capacity. Due to current and upcoming demand for <i>Project Management</i> and <i>Continuous Improvement</i> skill sets. This SBO will allow the PMO to add professional resources and increase the team's overall capacity.	
<u>Executive Summary:</u> <ul style="list-style-type: none"> <li>SBO needed to transfer funds from vacant Senior Project Manager and Business Systems Analyst II positions to PMO Contractual Services</li> <li>Cost amendment to increase Volt contract and bring in a Volt Project Manager and Continuous Improvement Analyst capacity to help support PMO workload</li> </ul>	
<u>Budget Impact:</u> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<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:	

# Memorandum



**To:** Members of City Council

**CC:** Mayor Woodward  
Johnnie Perkins, CAO

**From:** Dusty Fredrickson

**Date:** August 16, 2021

**Re:** PMO Consulting Services

---

## **Request:**

Approval for the following:

- SBO to transfer funds from vacant Senior Project Manager and Business Systems Analyst II positions to PMO Contractual Services.
  - \$79,000 budget from vacant Senior Project Manager
  - \$46,000 budget from vacant Business System Analyst II
- Cost amendment to increase Volt contract and bring in a Volt Project Manager and Continuous Improvement Analyst to help support PMO workload.
  - Amendment to OPR 2017-0876 adding \$125,000 for 2021

## **Background:**

PMO staff is working at, or over, availability capacity. Due to current and upcoming demand for *Project Management* and *Continuous Improvement* skill sets. This SBO will allow the PMO to add professional resources and increase the team's overall capacity.

## **Conclusions & Recommendations:**

### **Project Manager (\$79,000)**

This capacity will be utilized to take on the management of the smaller project initiatives, which frees up the PMO Manager to:

- Support teams in delivering major projects (i.e. Utility Information System, eSeries Phase 2 & 3)
- Develop resource/capacity plans for 2022 project priorities
- Fill vacant PMO positions
- Deliver City-wide professional development training

Not having the ability to address these activities puts significant City project investments at risk and impacts the PMO's overall effectiveness.

**Continuous Improvement Analyst (\$46,000)**

This capacity will be used to augment the PMO's current CI staff as we take on a comprehensive current state analysis of the City's payment systems, processes, channels, methods, and options enterprise-wide.

This assessment has been identified as a priority as it will identify opportunities to:

- Move toward a more customer-centric payment experience
- Save payment transaction costs (ACH vs Card Payments)
- Mitigate payment "risks"
- Enhance/streamline/standardize City-wide payment solution architecture
- Support the move to new US Bank payment gateway (ePayment to eBill)
- Enhance payment solution support
- Modernize City payment processing-related policies and procedures



**City of Spokane**

**CONTRACT AMENDMENT**

Title: Project Management Contractor

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and VOLT WORKFORCE SOLUTIONS, whose address is 1420 North Mullan Road, Suite 110 Spokane Valley, Washington, 99206, as ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to PROVIDE A PROJECT MANAGEMENT CONTRACTOR TO ASSIST THE PROJECT MANAGEMENT OFFICE WITH SUPPORTING AND MANAGING PRIORITY PROJECTS FOR THE CITY; and

WHEREAS, additional resources are needed;

-- Now, Therefore, the parties agree as follows:

1. **DOCUMENTS.** The original Contract dated December 15, 2017, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. **EFFECTIVE DATE.** This Contract Amendment shall become effective September 1, 2021.

3. **AMENDMENT.** Section Payment/Compensation of the contract documents is amended to read as follows:

~~The City shall pay Consultant a maximum amount not to exceed TWO HUNDRED FORTY THOUSAND DOLLARS AND NO/100-~~ The City shall pay Consultant a maximum amount not to exceed THREE HUNDRED SIXTY FIVE THOUSAND DOLLARS AND NO/100.

4. **COMPENSATION.** The City shall pay Consultant a maximum amount not to exceed ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS AND NO/100 DOLLARS, (\$125,000) for everything furnished and done under this Contract Amendment.



VOLT WORKFORCE SOLUTIONS	CITY OF SPOKANE:
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email: _____	

ATTEST:	APPROVED AS TO FORM:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Contract Amendment:

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

08/30/2021

**Date Rec'd**

8/16/2021

**Clerk's File #**

ORD C36096

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

PMO

**Contact Name/Phone**DUSTY 6482  
FREDRICKSON**Project #****Contact E-Mail**

DFREDRICKSON@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Special Budget Ordinance

**Requisition #****Agenda Item Name**

5750 - SBO FOR PMO CONSULTING SERVICES

**Agenda Wording**

PMO staff is working at, or over, available capacity. Due to current and upcoming demand for Project Management and Continuous Improvement skill sets. This SBO will allow the PMO to add professional resources and increase the team's overall capacity.

**Summary (Background)**

- SBO needed to transfer funds from vacant Senior Project Manager and Business Systems Analyst II positions to PMO Contractual Services
- Cost amendment to increase Volt contract and bring in a Volt Project Manager and Continuous Improvement Analyst capacity to help support PMO workload

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ (79,000)

# 5750-73250-18810-01310-99999

Expense \$ (46,000)

# 5750-73250-18880-00360-99999

Expense \$ 125,000

# 5750-73250-18880-54201-99999

Select \$

#

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

FREDRICKSON, DUSTY

**Study Session\Other**

F&amp;A 8-16-2021

**Division Director**

HUGHES, MICHELLE

**Council Sponsor**

CM Wilkerson

**Finance**

KECK, KATHLEEN

**Distribution List****Legal**

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bwilkerson@spokanecity.org;  
mcarlos@spokanecity.org**For the Mayor**

ORMSBY, MICHAEL

twallace@spokanecity.org;  
dfredrickson@spokanecity.org**Additional Approvals**

pingiosi@spokanecity.org; jstratton@spokanecity.org

**Purchasing**

jmiller@spokanecity.org; ablain@spokanecity.org

**MANAGEMENT &  
BUDGET**

INGIOSI, PAUL

ddaniels@spokanecity.org

ORDINANCE NO C36096

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 Office of Performance Management 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 Office of Performance Management Fund, and the budget annexed thereto with reference to the Office of Performance Management Fund, the following changes be made:

- (1) Decrease the appropriation level for the Senior Project Manager position by \$79,000 and decrease the appropriation level for the Continuous Improvement Analysts by \$46,000.
- (2) Increase the appropriation for contractual services by \$125,000.
- (3) There is no change to the total appropriation level in the Office of Performance Management Fund.

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 increase contractual services to bring in a vendor provided Project Manager and Business Analyst to help support the PMO workload, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

# Briefing Paper

## FINANCE & ADMINISTRATION

<b>Division &amp; Department:</b>	Office of Performance Management/Project Management Office
<b>Subject:</b>	SBO and Amendment for PMO Consulting Services
<b>Date:</b>	8/16/2021
<b>Contact (email &amp; phone):</b>	Dusty Fredrickson, PMO – Sr. Project Manager, x-6482
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace, City Chief Financial Officer
<b>Committee(s) Impacted:</b>	Finance & Administration Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	This agenda item directly support the PMO workload
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u> PMO staff is working at, or over, availability capacity. Due to current and upcoming demand for <i>Project Management</i> and <i>Continuous Improvement</i> skill sets. This SBO will allow the PMO to add professional resources and increase the team's overall capacity.	
<u>Executive Summary:</u> <ul style="list-style-type: none"> <li>SBO needed to transfer funds from vacant Senior Project Manager and Business Systems Analyst II positions to PMO Contractual Services</li> <li>Cost amendment to increase Volt contract and bring in a Volt Project Manager and Continuous Improvement Analyst capacity to help support PMO workload</li> </ul>	
<u>Budget Impact:</u> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<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:	

# Memorandum



**To:** Members of City Council

**CC:** Mayor Woodward  
Johnnie Perkins, CAO

**From:** Dusty Fredrickson

**Date:** August 16, 2021

**Re:** PMO Consulting Services

---

## **Request:**

Approval for the following:

- SBO to transfer funds from vacant Senior Project Manager and Business Systems Analyst II positions to PMO Contractual Services.
  - \$79,000 budget from vacant Senior Project Manager
  - \$46,000 budget from vacant Business System Analyst II
- Cost amendment to increase Volt contract and bring in a Volt Project Manager and Continuous Improvement Analyst to help support PMO workload.
  - Amendment to OPR 2017-0876 adding \$125,000 for 2021

## **Background:**

PMO staff is working at, or over, availability capacity. Due to current and upcoming demand for *Project Management* and *Continuous Improvement* skill sets. This SBO will allow the PMO to add professional resources and increase the team's overall capacity.

## **Conclusions & Recommendations:**

### **Project Manager (\$79,000)**

This capacity will be utilized to take on the management of the smaller project initiatives, which frees up the PMO Manager to:

- Support teams in delivering major projects (i.e. Utility Information System, eSeries Phase 2 & 3)
- Develop resource/capacity plans for 2022 project priorities
- Fill vacant PMO positions
- Deliver City-wide professional development training

Not having the ability to address these activities puts significant City project investments at risk and impacts the PMO's overall effectiveness.

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This capacity will be used to augment the PMO's current CI staff as we take on a comprehensive current state analysis of the City's payment systems, processes, channels, methods, and options enterprise-wide.

This assessment has been identified as a priority as it will identify opportunities to:

- Move toward a more customer-centric payment experience
- Save payment transaction costs (ACH vs Card Payments)
- Mitigate payment "risks"
- Enhance/streamline/standardize City-wide payment solution architecture
- Support the move to new US Bank payment gateway (ePayment to eBill)
- Enhance payment solution support
- Modernize City payment processing-related policies and procedures

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

08/30/2021

**Date Rec'd**

8/16/2021

**Clerk's File #**

ORD C36097

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

HOUSING &amp; HUMAN SERVICES

**Cross Ref #****Contact Name/Phone**MARGARET 509-867-8539  
HINSON**Project #****Contact E-Mail**

MHINSON@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Special Budget Ordinance

**Requisition #****Agenda Item Name**0680 - SBO FOR EMERGENCY SHELTER CONTRACT EXTENSION (TRUTH  
MINISTRIES)**Agenda Wording**

CHHS is requesting permission to extend the agreement with Truth Ministries Shelter and approve the accompanying SBO for City funds.

**Summary (Background)**

Congress provided \$5 billion in the CARES Act for the Community Development Block Grant (CDBG) program to states, metropolitan cities, urban counties, and insular areas. CHHS was awarded \$3,488,214 in CDBG-coronavirus funds. Truth Ministries Shelter provides nightly shelter to single men, in addition to ancillary shelter services available onsite. This agreement would allow 40 beds to continue as low-barrier.

Lease? NO

Grant related? NO

Public Works? NO

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

Revenue \$ 188,877

# 0100-99999-99999-99999-999999

Expense \$ 188,877

# 0300-53010-65410-54999-99999

Select \$

#

Select \$

#

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

LEWIS, DAVID G.

**Study Session\Other**

F&amp;A 8-16-2021

**Division Director**

DAVIS, KIRSTIN

**Council Sponsor**

CM Wilkerson

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

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mcarlos@spokanecity.org**For the Mayor**

ORMSBY, MICHAEL

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**Additional Approvals**

jmillar@spokanecity.org; mhinson@spokanecity.org

**Purchasing**

kdavis@spokanecity.org; kburnett@spokanecity.org

**MANAGEMENT &  
BUDGET**

INGIOSI, PAUL

cbrown@spokanecity.org; ddaniels@spokanecity.org

ablain@spokanecity.org

# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	SBO and Contract Extension for Emergency Shelter (Truth Ministries)
<b>Date:</b>	August 5, 2021
<b>Author (email &amp; phone):</b>	Margaret Hinson (mhinson@spokanecity.org 509-867-8539)
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Kirstin Davis
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
<b>Strategic Initiative:</b>	Safe & Healthy / Reduce Homelessness
<b>Deadline:</b>	The start date for this amendment is September 1, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b>  Congress provided \$5 billion in the CARES Act for the Community Development Block Grant (CDBG) program to states, metropolitan cities, urban counties, and insular areas. <u>CHHS was awarded \$3,488,214 in CDBG-coronavirus funds.</u>	
<b>Executive Summary:</b>  CHHS is requesting permission to extend the agreement with Truth Ministries Shelter and approve the accompanying SBO for City funds. Truth Ministries Shelter provides nightly shelter to single men, in addition to ancillary shelter services available onsite. This agreement would allow 40 beds to continue as low-barrier.	
<b>Budget Impact:</b> 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: Community Development Block Grant – Coronavirus funds Other budget impacts: None.	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None. Known challenges/barriers: None.	



# Memorandum



**To:** Members of City Council  
**CC:** Mayor Woodward  
Johnnie Perkins, CAO  
**From:** Margaret Hinson  
**Date:** August 16, 2021  
**Re:** Emergency Shelter (Truth Ministries)

---

## **Request:**

CHHS is requesting permission to extend the agreement with Truth Ministries Shelter and approve the accompanying SBO for City funds. Truth Ministries Shelter provides nightly shelter to single men, in addition to ancillary shelter services available onsite. This agreement would allow 40 beds to continue as low-barrier.

## **Background:**

Congress provided \$5 billion in the CARES Act for the Community Development Block Grant (CDBG) program to states, metropolitan cities, urban counties, and insular areas. CHHS was awarded \$3,488,214 in CDBG-coronavirus funds.

Eligible activities include:

- Public service activities
- Housing-related activities
- Public improvements and facilities
- Activities to acquire real property
- Economic development activities
- General administrative and planning activities

Activities must benefit residents within the jurisdiction of the grantee or as permitted by the CARES Act by supporting activities that mitigate the impacts of COVID-19.

## **Conclusions & Recommendations:**

The intention of this agreement is to fund 40 low barrier men's beds to the City shelter system through June 30, 2022, in order align with the other shelter contracts. The amendment total of \$486,970 is funded with \$264,400 in CDBG-CV funds and \$188,877 in City funds. The SBO has been submitted concurrently to appropriate \$188,877 from General Fund unappropriated reserves to the CHHS General Fund budget to cover the extension.

ORDINANCE NO C36097

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

(1) Increase appropriation by \$188,877.

(A) \$188,877 of the increased appropriation is provided to the Community, Housing, and Human Services department in the General Fund solely for a men's emergency shelter 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 provide an emergency shelter program, 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:**  
08/30/2021

<b>Date Rec'd</b>	8/16/2021
<b>Clerk's File #</b>	ORD C36098
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	POLICE
<b>Contact Name/Phone</b>	PAUL INGIOSI X6061
<b>Contact E-Mail</b>	PINGIOSI@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Special Budget Ordinance
<b>Agenda Item Name</b>	1620 - SBO FOR POLICE REFORM STATE FUNDING

**Agenda Wording**

SBO to Receive and Appropriate Legislation Implementation Funds.

**Summary (Background)**

The Washington State Legislature passed ESSB 5092 in April 2021 which set the state operating budget for the 2021-2023 biennium. Included in that legislation was a \$20 million distribution from the Office of Financial Management to cities, according to population, to assist with one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020, and June 30, 2021.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Revenue	\$ 889,807	# 1620-99138-99999-33604-99999
Expense	\$ 889,807	# 1620-99138-21250-53502-99999
Select	\$	#
Select	\$	#

**Approvals**

<b><u>Dept Head</u></b>	LUNDGREN, JUSTIN
<b><u>Division Director</u></b>	LUNDGREN, JUSTIN
<b><u>Finance</u></b>	SCHMITT, KEVIN
<b><u>Legal</u></b>	PICCOLO, MIKE
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Council Notifications**

<b><u>Study Session\Other</u></b>	F&A 8-16-2021
<b><u>Council Sponsor</u></b>	CM Wilkerson
<b><u>Distribution List</u></b>	
	bwilkerson@spokanecity.org; mcarlos@spokanecity.org
	twallace@spokanecity.org; pingiosi@spokanecity.org
	ablain@spokanecity.org; ddaniels@spokanecity.org

**Additional Approvals**

<b><u>Purchasing</u></b>		
<b><u>MANAGEMENT &amp; BUDGET</u></b>	INGIOSI, PAUL	

# Briefing Paper

## Finance and Administration

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	SBO for Police Reform State Funding
<b>Date:</b>	08/16/2021
<b>Author (email &amp; phone):</b>	Paul Ingiosi ( <a href="mailto:pingiosi@spokanecity.org">pingiosi@spokanecity.org</a> / 625-6061)
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	N/A
<b>Deadline:</b>	
<b>Outcome:</b>	SBO to Receive and Appropriate Legislation Implementation Funds
<b>Background/History:</b> The Washington State Legislature passed ESSB 5092 in April 2021 which set the state operating budget for the 2021-2023 biennium. Included in that legislation was a \$20 million distribution from the Office of Financial Management to cities, according to population, to assist with one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020, and June 30, 2021.	
<b>Executive Summary:</b> The City of Spokane received approximately \$890,000 from the state to assist with those one-time costs. Beginning September 1, 2021, the Spokane police department will report quarterly to the Mayor and the City Council on the uses of these funds until the full amount is spent, or the state appropriation lapses.	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Reclassify current expenses Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers: Known challenges/barriers:	

ORDINANCE NO C36098

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 establish and make changes in the appropriations of various funds, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- (1) Increase revenue by \$889,807.
  - (A) \$889,807 of the increased revenue in the Police department is a distribution from the state to assist with one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020 and June 30, 2021.
- (2) Increase expenditures by \$889,807.
  - (A) The increased expenditure appropriation will be spent solely for one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020 and June 30, 2021. Beginning September 1, 2021, the department shall report quarterly to the Mayor and the City Council on the uses of these funds until the full amount is spent, or the state appropriation lapses.

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 receive and appropriate funding from the state for one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020 and June 30, 2021, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



# **SPOKANE POLICE DEPARTMENT**

## **CHIEF OF POLICE**

### **CRAIG N. MEIDL**

To: CFO Tonya Wallace and Members of the Spokane City Council  
From: Asst. Chief Lundgren  
Date: August 12, 2021  
RE: Police Reform Cost Plan and Spending

Members of the SPD Senior Staff leadership team have begun assessing the financial impacts of the recent Washington State Reform laws. Department leadership is actively gathering input from members of the organization on those one-time costs that will be most effective in carrying out and implementing the legislation. The preliminary list of expenditure categories below were identified as being the most impactful to a successful implementation.

#### **SAFETY EQUIPMENT**

The legislation emphasizes the requirement to slow down tactical situations and provide prolonged periods of time as an alternative to using force. This includes additional time to communicate and tactically reposition officers and equipment when necessary if it will reduce the need for force. To be most successful in these scenarios, the SPD will procure additional safety equipment for use by officers to minimize the risk to officer's while facilitating additional interaction time. The SPD is in the process of adding 75 personal ballistic shields to patrol vehicles to have them available to officers on every call where they are needed.

#### **LESS LETHAL TOOLS**

The use of less lethal tools is encouraged in the legislation as a way to reduce the amount of force used in police citizen interactions. The SPD plans to purchase additional systems and to increase the number of less lethal tools available to patrol officers in the field to ensure their availability. By increasing the variety and quantity of less lethal systems available in patrol vehicles, officers will have additional deployment options to safely end force situations with minimal force. The SPD is in the process of acquiring 100 additional pneumatic Pepperball launching systems.

#### **TRAINING**

Department training will be an important component of the implementation. Department employees must be instructed in the content and implementation of the reforms to include changes to department policies and procedures. Further, specialized training will be necessary to build and enhance the skills necessary to implement the changes. Training may include



additional sessions of in-service training, hosting training provided by third parties, and sending officers and trainers to outside training or train-the-trainer sessions.

## **RECRUITING**

SPD plans to expend funding to assist with recruiting additional officers. It is increasingly critical that SPD attract and hire the most qualified and diverse police applicants available. Expanding our recruiting efforts outside of the immediate area will involve travel, advertising, dedicated follow up with applicants, and potentially other costs. These efforts will assist us to attract the quantity and quality of personnel to avoid the staffing shortages currently experienced by some other law enforcement agencies in the state.

## **NEGOTIATION TEAM EQUIPMENT**

The Hostage Negotiation Team is a group of officers who are specially trained to communicate during standoffs and other dangerous situations. The negotiators work to peacefully bring dangerous situations to an end using persuasion and influence. Members have initial and on-going training requirements. SPD is considering the expansion of the team to include additional members.

The HNT has been utilized with increasing frequency over the past few years (22 callouts in 2019, 34 callouts in 2020, and 46 utilizations year-to-date in 2021.) This does not include all of the incidents that required the use of individual negotiators during patrol incidents without a teeciam activation. This increasing trend is expected to continue and SPD leadership has recently emphasized the importance of utilizing this group more frequently when their services are appropriate.

The HNT has equipment needs to fulfill this important mission. The HNT utilizes a specialized vehicle to carry out their role of communication and research separate from the IC area. The vehicle also houses specialized equipment. The current vehicle is a 1999 motorhome that is in critical need of replacement. SPD is also considering the purchase of additional equipment to support HNT efforts.

## **REMOTE OBSERVATION EQUIPMENT**

It is critical that officers have the most flexibility to provide additional time, distance, and cover during tense interactions. To be effective, officers must be able to monitor the situation from a distance. SPD will need to acquire additional equipment to keep watch over a dangerous situation while minimizing the risk of officers directly interacting with the suspect.



SPD leadership will provide the City Council with quarterly updates during the expending of these funds and to any changes in department needs associated with the reform efforts. This document and list is preliminary and subject to change over the course of the implementation process.

Thank you for your consideration.





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

08/30/2021

**Date Rec'd**

8/16/2021

**Clerk's File #**

ORD C36099

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

FINANCE, TREASURY &amp; ADMIN

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

JAKE MILLER 625-6421

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

JMILLER@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Special Budget Ordinance

**Requisition #****Agenda Item Name**

0020 - SBO FOR COOLING, WARMING AND HAZARD EVENTS

**Agenda Wording**

Additional funding for warming, cooling, and safe air centers is being requested in order to comply with recent changes to Chapter 18.05 of the SMC. Requesting \$150,000 of additional appropriation from the General Fund Unappropriated Reserves.

**Summary (Background)**

Please see briefing paper.

Lease? NO

Grant related? NO

Public Works? NO

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

Revenue \$ 150,000

# 0100-99999-99999-99999

Expense \$ 150,000

# 0020-88100-18900-59951-99999

Select \$

#

Select \$

#

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

HUGHES, MICHELLE

**Study Session\Other**

F&amp;A 8-16-2021

**Division Director**

WALLACE, TONYA

**Council Sponsor**

CM Wilkerson

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing****MANAGEMENT &  
BUDGET**

INGIOSI, PAUL

## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	SBO for Cooling, Warming and Hazard Events
<b>Date:</b>	August 16, 2021
<b>Author (email &amp; phone):</b>	Jacob Miller ( <a href="mailto:jmiller@spokanecity.org">jmiller@spokanecity.org</a> & 509-625-6421)
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration Committee, Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Ordinance No. C36077, SMC Chapter 18.05
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	SBO to provide funding for warming, cooling, and safe air centers
<b>Background/History:</b> In the City Council Legislative Meeting on Monday, July 12, 2021 the Council approved Emergency Ordinance C36077 by a vote of 6-1. The approved ordinance contained adjustments to the activation criteria detailed in SMC Chapter 18.05 for warming, cooling, and safe air centers. The activation of cooling centers will occur when forecasts show 2 consecutive days of 95°F or greater, replacing the former activation criteria of 3 consecutive days of 100°F or greater. The activation of safe air centers still occurs when the air quality index is 250 or higher, but the approved ordinance stipulates that the safe air center must remain open for the entire day when this condition is met. The changes to the activation criteria of cooling and safe air centers will result in more frequent activations for greater lengths of time which will require additional funding to uphold.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>- Additional funding for warming, cooling, and safe air centers is being requested in order to comply with recent changes to Chapter 18.05 of the SMC.</li> <li>- Requesting \$150,000 of additional appropriation from the General Fund Unappropriated Reserves.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: General Fund Other budget impacts: None	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: Staffing	

ORDINANCE NO C36099

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

(1) Increase appropriation by \$150,000.

(A) \$150,000 of the appropriation is provided to the Non-Departmental department for the purpose of funding warming centers, cooling centers, and safe air centers in accordance with Spokane Municipal Code changes enacted July 2021.

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 appropriate funds to support warming centers, cooling centers, and safe air centers, 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: 08/30/2021

<b><u>Date Rec'd</u></b>	8/16/2021
<b><u>Clerk's File #</u></b>	ORD C36100
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	

<b><u>Submitting Dept</u></b>	FINANCE, TREASURY & ADMIN
<b><u>Contact Name/Phone</u></b>	MICHELLE HUGHES X6320
<b><u>Contact E-Mail</u></b>	MHUGHES@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Special Budget Ordinance
<b><u>Agenda Item Name</u></b>	5600 - SBO FOR PUBLIC SAFETY RESERVE FOR EQUIPMENT

## **Agenda Wording**

This SBO would allow Police and Fire Capital funds to use unappropriated reserves that have accumulated in the Asset Management Capital fund for the purpose of funding their capital equipment needs.

## **Summary (Background)**

Please see memo.

Lease? NO Grant related? NO Public Works? NO

## **Fiscal Impact**

Revenue \$ 1,702,734

Expense \$ 1,702,734

Revenue \$ 1,779,139

Select \$

## **Budget Account**

# 5903-79125-99999-39797-99999

# 5903-79125-94000-56401-99999

# 5902-79115-99999-39797-99999

#

## **Approvals**

**Dept Head** HUGHES, MICHELLE

**Division Director** WALLACE, TONYA

**Finance** HUGHES, MICHELLE

**Legal** PICCOLO, MIKE

**For the Mayor** ORMSBY, MICHAEL

## **Council Notifications**

**Study Session\Other** F&A 8-16-2021

**Council Sponsor** CM Wilkerson

## **Distribution List**

bwilkerson@spokanecity.org;  
mcarlos@spokanecity.org

twallace@spokanecity.org;  
mhughes@spokanecity.org

pingiosi@spokanecity.org; ablain@spokanecity.org

ddaniels@spokanecity.org

## **Additional Approvals**

## **Purchasing**

**MANAGEMENT & BUDGET** INGIOSI, PAUL

# Briefing Paper

## FINANCE AND ADMINISTRATION

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Asset Capital Police & Fire
<b>Date:</b>	8-10-2021
<b>Contact (email &amp; phone):</b>	Michelle Hughes <a href="mailto:mhughes@spokanecity.org">mhughes@spokanecity.org</a> 509-625-6320
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of SBO to utilize existing reserves in the Asset Management Fund to partially fund 2021 Police and Fire Capital purchases.
<b>Background/History:</b> See memo.	
<b>Executive Summary:</b> This SBO would allow Police and Fire Capital funds to use unappropriated reserves that have accumulated in the Asset Management Capital fund for the purpose of funding their capital equipment needs.	
<b>Budget Impact:</b> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

# Memorandum



**To:** Members of City Council  
**CC:** Mayor Woodward  
Johnnie Perkins, CAO  
**From:** Tonya Wallace, CFO  
**Date:** August 16, 2021  
**Re:** Public Safety SIP/Capital Reserves Request

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**Request:** Staff requests appropriation of the remaining \$3,481,873 of fund balance in the Facilities Capital Fund reserved for the Public Safety Capital Equipment program to cash fund a portion of the capital equipment needs of Police and Fire.

**Background:** In 2013, the City intended to create a steady funding mechanism for Police and Fire equipment replacement. The initial annual funding amount in 2014 from the General Fund was calculated based on a modified 1% property tax increase calculation plus an equal matched amount. Thereafter, the annual funding from the General Fund increased by an amount equal to the same calculation basis for seven (7) years or until 2020. At that point, the final annual funding amount was \$5.82 million. At no time did this calculation align with the capital plan and funding need.

It was further understood that the initial funding in 2014, of \$750,000, would not be sufficient to meet the equipment needs and would require internal borrowing. The City planned SIP loans in 5-year increments beginning with 2014-2018 as Phase 1. Phase 2 was based on the last resolution adopted (Resolution 2019-0034) authorizing SIP Loans totaling \$18,189,593 for years 2019-2023. To date, the City has issued \$8,408,110 of that amount in SIP Loans. However, in August 2020, the City Council expressed a desire to discontinue the SIP loan program and move to a cash-based model.

Without SIP loan for 2021, an available alternative is to utilize the amount of prior years' unspent funding of \$3,481,873. The allocation of this funding between Police and Fire is based on their proportionate share of total capital equipment and calculates to be \$1,779,139 for Police and \$1,702,734 for Fire. The unfunded portion of their respective plans will be deferred, updated, and added to future equipment replacement plans for funding considerations.

Police Equipment		2021
<b>Technology Equipment</b>		
Additional Server Storage for Records		25,000
Desktops and Monitors		67,400
Tablets		0
Laptops		35,396
Body Camera Licenses		0
Rugged Laptops - Patrol		100,100
Rugged Tablet - Traffic		0
VIRTRA Software acquisition (net cost)		0
Diagnostic Imaging Equipment X-ray Imaging systems - XR150 X-Ray Generator - IE		0
Diagnostic Imaging Equipment X-ray Imaging systems Nexray MMX - IED Diagnosti		0
New World Hardware Refresh (by contract 30% cost share)		160,000
Cellebrite Station w/ replacement dollars		25,000
Graykey w/ replacement dollars		25,000
<b>Tactical &amp; Officer Equipment</b>		
Bunker shields		10,000
Ballistic/tactical Shields		4,000
Shields		0
Aim point Scopes		5,500
Axon Taser 7/Officer Safety Plan package		578,684
Ballistic helmets - 5 year expiration on armor		0
Helmets		0
Blunt impact munition/gas launchers		3,600
Body armor/plates/carriers/pouches		0
Green Plate Carriers for woodland tactical movement		0
Hard armor plate replacement - 5 year expiration on armor		0
Replace expired body armor - Tactical vest replacement. 5 year expiration date		25,872
Hearing/radio communication headsets		5,769
Colt AR-15 for issue to officers		0
FRED machine (will own 2)		20,000
Glocks		21,600
Rifle optics, sling, lights, etc		0
Rifles (trading in 20 old rifles)		0
Tac Rifles		0
Sights for Patrol(Handguns)		56,000
Tasers and Batteries		0
Trijicon Red Dot Sights for issued handguns		4,000
<b>Vehicles</b>		
Motorcycles		147,222
Patrol and other Vehicles - Not EDU,SWAT, Motorcycles		3,092,600
New larger equipment truck - Current equip. vehicle is running out of room. Will i		0
Passenger Van		0
Polaris RZR ATV - 4 seats / bed area		0
Replacement Negotiations Operations Center (Motorhome)		0
<b>Other</b>		
K-9 Replacement w/ travel		0
Kennel Pad & Refurbishment		5,000
Portable Mass Spectrometer		0
Replace aging gas masks		0
Replace aging Pole Cameras		20,000
Replace suppressors		0
<b>Annual Total</b>		4,417,743
<b>Available SIP Program Funding</b>		1,779,139
Unfunded Amount		2,638,604
% Unfunded		60%

Fire Equipment	2021
<b>Heavy Apparatus</b>	
Quint (Balance due in 2021)	633,096
Engines (2 per year)	
<b>Staff/Response</b>	
Light Response Unit/Command	
Light Response Unit/Command	
Light Response Unit/Command	75,000
Light Response Unit/Command	
Light Response Unit/Command	
Battalion Chief 1	
Battalion Chief 2	
Moderate Response Unit/Support	75,000
Moderate Response Unit/Support	75,000
Moderate Response Unit/Investigation	
Moderate Response Unit/Investigation	88,000
Moderate Response Unit/Investigation	
Light Response Unit/EMS	85,000
Light Response Unit/EMS	85,000
Light Response Unit/EMS	
Moderate Response Unit/ARU	
Moderate Response Unit/ARU	
Moderate Response Unit/ARU	
Light Response Unit/Behav Health	
<b>Staff No Code</b>	
Staff/CRRM	25,000
Staff/CARES	
Staff/IMS	
Staff/PREV 1	25,000
Staff/PREV 2	
Staff/PREV 3	
Staff/PREV 4	
Staff/PREV 5	
Staff/PREV 6	
<b>Other Equipment</b>	
Equipment for Facilities	100,000
Equipment for Response	464,000
PPE - replace expired	450,000
<b>ANNUAL TOTAL</b>	<b>2,180,096</b>

<b>Available Funding</b>	<b>1,702,734</b>
--------------------------	------------------

Unfunded 477,362  
Percent Unfunded 22%

Notes: All costs are in current dollars.



ORDINANCE NO C36100

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 establish and make changes in the appropriations of the Asset Management Capital 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 Asset Management Capital Fund, and the budget annexed thereto with reference to the Asset Management Capital Fund, the following changes be made:

- (1) Increase appropriation by \$ 3,481,873.
- (A) \$ 1,702,734 of the increased appropriation is transferred from the Asset Management Capital Fund to the Asset Management Fire Capital Fund.
- (B) \$1,779,139 of the increased appropriation is transferred from the Asset Management Capital Fund to the Asset Management Police Capital Fund.

Section 2. That in the budget of the Asset Management Fire Capital Fund, and the budget annexed thereto with reference to the Asset Management Fire Capital Fund, the following changes be made:

- (1) Increase revenue appropriation by \$ 1,702,734.
- (A) Of the increased appropriation \$ 1,702,734 is a transfer from Asset Management Capital fund.
- (2) Increase appropriation by \$ 1,702,734.
- (B) Of the increased appropriation \$ 1,702,734 is provided solely for capital expenditures related to Fire.

Section 3. That in the budget of the Asset Management Police Capital Fund, and the budget annexed thereto with reference to the Asset Management Police Capital Fund, the following changes be made:

- (1) Increase revenue appropriation by \$ 1,779,139.
- (A) Of the increased revenue appropriation \$ 1,779,139 is provided solely for capital expenditures related to Police.

Section 4. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need for capital expenditures in the Asset Management Fire Capital Fund and the Asset Management Police Capital Fund, 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:**  
08/30/2021

<b>Date Rec'd</b>	8/16/2021
<b>Clerk's File #</b>	ORD C36101
<b>Renews #</b>	

<b>Submitting Dept</b>	FACILITIES MANAGEMENT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	JEFF TEAL X6533	<b>Project #</b>	
<b>Contact E-Mail</b>	JTEAL@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Special Budget Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	5900 - SBO FOR FACILITIES MAINTENANCE PROGRAM		

**Agenda Wording**

Additional budget authority is needed to fund the Facilities maintenance program in the Asset Management fund.

**Summary (Background)**

This request is due to several upgrade projects that were specific to the Intermodal Facility and Water Dept Facility. Additional expenses will be offset by additional revenues billed to the benefitting departments, therefore, the net impact to the budget is zero.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Revenue	\$ 108,000	<b><u>Budget Account</u></b>	# 5900-30700-99999-34870-99999
Expense	\$ 108,000		# 5900-71300-18300-53210/54802-99999
Select	\$		#
Select	\$		#

**Approvals**

<b><u>Dept Head</u></b>	TEAL, JEFFREY
<b><u>Division Director</u></b>	WALLACE, TONYA
<b><u>Finance</u></b>	BUSTOS, KIM
<b><u>Legal</u></b>	PICCOLO, MIKE
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Council Notifications**

<b><u>Study Session\Other</u></b>	F&A 8-16-2021
<b><u>Council Sponsor</u></b>	CM Wilkerson

**Distribution List**

<b><u>Additional Approvals</u></b>	pingiosi@spokanecity.org; jstratton@spokanecity.org
<b><u>Purchasing</u></b>	jmillier@spokanecity.org; ablain@spokanecity.org
<b><u>MANAGEMENT &amp; BUDGET</u></b>	ddaniels@spokanecity.org
	kbustos@spokanecity.org

# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Finance – Facilities Management
<b>Subject:</b>	SBO for Facilities Maintenance Program
<b>Date:</b>	08/16/2021
<b>Contact (email &amp; phone):</b>	Jeff Teal (jteal@spokanecity.org & 509-625-6533)
<b>City Council Sponsor:</b>	Council Member Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	SBO to Increase Facilities Maintenance Program
<b>Background/History:</b> The 2021 adopted budget includes approximately \$273,000 for citywide facility maintenance projects. Through July, approximately 94% of the initial funding was either spent or encumbered for projects. In addition to the planned projects there were several one-time projects that weren't anticipated in the 2021 budget including an HVAC upgrade project at the Intermodal Center (approximately \$53,000) and multiple projects at the city's North Foothills location (approximately \$55,000).  These expenses are direct-billed to the benefitting departments and the revenue received offsets the expenses however Facilities would not have the budget authority to take on more facility maintenance projects through the rest of the year.	
<b>Executive Summary:</b> Additional budget authority is needed to fund the Facilities maintenance program in the Asset Management fund. This request is due to several upgrade projects that were specific to the Intermodal Facility and Water Dept Facility. Additional expenses will be offset by additional revenues billed to the benefitting departments, therefore, the net impact to the budget is zero.	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO C36101

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 establish and make changes in the appropriations of the Asset Management Capital 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 Asset Management Fund, and the budget annexed thereto with reference to the Asset Management Fund, the following changes be made:

- (1) Increase revenue by \$108,000.
  - (A) \$108,000 of the revenue increase is from work previously completed and interfund billed to the Intermodal Fund and Water Fund.
- (2) Increase appropriation by \$108,000.
  - (A) \$108,000 of the appropriation is for additional facilities maintenance expenses.

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 provide additional budget authority for facilities maintenance needs, 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: 08/30/2021

<b>Date Rec'd</b>	8/16/2021
<b>Clerk's File #</b>	ORD C36102
<b>Renews #</b>	

<b>Submitting Dept</b>	FACILITIES MANAGEMENT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	JEFF TEAL X6533	<b>Project #</b>	
<b>Contact E-Mail</b>	JTEAL@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Special Budget Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	5900 - SBO FOR FACILITIES ADMINISTRATION REQUEST		

## **Agenda Wording**

Request the approval for a new Administrative Specialist position to provide administrative support for the Facilities Management Department.

## **Summary (Background)**

The Facilities Management Department, previously known as the Asset Management Department, has been operating without dedicated administrative support for many years. Support has been borrowed from other departments, such as Engineering and Grants, Contracts, and Purchasing. Many clerical duties have also fallen upon employees within the department reducing their capacity to focus on their primary duties.

Lease? NO Grant related? NO Public Works? NO

## **Fiscal Impact**

Expense	\$ (26,200)	# 5900-30210-18200-07510-99999
Expense	\$ 26,200	# 5900-30210-18200-00250-99999
Select	\$	#
Select	\$	#

## **Budget Account**

## **Approvals**

<b>Dept Head</b>	TEAL, JEFFREY
<b>Division Director</b>	WALLACE, TONYA
<b>Finance</b>	BUSTOS, KIM
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	ORMSBY, MICHAEL

## **Council Notifications**

<b>Study Session\Other</b>	F&A 8-16-2021
<b>Council Sponsor</b>	CM Wilkerson

## **Distribution List**

bwilkerson@spokanecity.org;  
mcarlos@spokanecity.org  
twallace@spokanecity.org; pingiosi@spokanecity.org  
jstratton@spokanecity.org; kbustos@spokanecity.org  
ddaniels@spokanecity.org; ablain@spokanecity.org

## **Additional Approvals**

<b>Purchasing</b>	
<b>MANAGEMENT &amp; BUDGET</b>	INGIOSI, PAUL

## Briefing Paper

### FINANCE & ADMINISTRATION

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	SBO for Facilities Administration Request
<b>Date:</b>	August 16, 2021
<b>Contact (email &amp; phone):</b>	Jeff Teal, <a href="mailto:jteal@spokanecity.org">jteal@spokanecity.org</a> , x6533
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance & Administration Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	Provide Vital Administrative Support for the Facilities Management Department
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u>	
<p>The Facilities Management Department, previously known as the Asset Management Department, has been operating without dedicated administrative support for many years. Support has been borrowed from other departments, such as Engineering and Grants, Contracts, and Purchasing. Many clerical duties have also fallen upon employees within the department reducing their capacity to focus on their primary duties. Due to the amount of administrative work required to support the maintenance of City facilities, a dedicated administrative position is needed.</p>	
<u>Executive Summary:</u>	
<p>Request the approval for a new Administrative Specialist position to provide administrative support for the Facilities Management Department. Due to the nature of the support, including but not limited to, public works, real estate, and building maintenance, an Administrative Specialist position allows for the specialized skillset necessary to provide this support.</p>	
<u>Budget Impact:</u>	
TOTAL COST:	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Annual/Reoccurring expenditure? <input 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:	

# Memorandum



**To:** Members of the City Council  
**CC:** Mayor Woodward  
Johnnie Perkins, CAO  
**From:** Jeff Teal, Facilities Management Director  
**Date:** August 16, 2021  
**Re:** Facilities Management Administrative Support

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**Request:** Approval to add an Administrative Specialist Position to support the Facilities Department.

**Background:** Currently, the Facilities Department does not have any administrative support. Many clerical duties have also fallen upon employees within the department, reducing their capacity to focus on their primary duties. Due to the amount of administrative work required to support the maintenance of City facilities, a dedicated administrative position is needed. Facilities does not have a CMMS (computer maintenance management system), this position will be critical to build this system for the City of Spokane.

**Options:** None

**Conclusions & Recommendations:** Salary savings from the 2021 budget cycle will support this position for the remainder of the 2021 year.



ORDINANCE NO C36102

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 Development Services Center 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 Asset Management Fund, and the budget annexed thereto with reference to the Asset Management Fund, the following changes be made:

- (1) Decrease the appropriation level for the Facilities Director position by \$26,200.
- (2) Add one Administrative Specialist position in the Facilities Department. This action increases the number of Administrative Specialists from zero to one.
- (A) Increase the appropriation for the Administrative Specialist position by \$26,200. The appropriation provides budget authority for salary and benefits through the rest of the current fiscal year.
- (3) There is no change to the appropriation level in the Asset Management Fund.

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 create an Administrative Specialist position to provide administrative support for the Facilities Department, 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:**

08/23/2021

**Date Rec'd**

8/11/2021

**Clerk's File #**

RES 2021-0069

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

CITY ATTORNEY

**Contact Name/Phone**

MICHAEL ORMSBY 6287

**Contact E-Mail**

MORMSBY@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Agenda Item Name**

RESOLUTION FOR SUPPORT OF "WAY OUT SHELTER"

**Agenda Wording**

A Resolution of the City of Spokane to revise the appropriation of funds from the City's CHHS Department to the Salvation Army for the funding a Regional Targeted Capacity Emergency Shelter for the period of July 1, 2021 through June 30, 2026.

**Summary (Background)**

The City has been working with Spokane County and the City of Spokane Valley since 2019 on a collaborative approach to dealing with homelessness related issues which led to the agreement among the three entities that they would all support a "targeted capacity project" which became the "Way Out Shelter" to be operated by the Salvation Army. This resolution restates the commitment of the City to this project and supports continued expenditure of funds up to 3,500,000 over the next five years.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ 3,500.000.00

# TBD

Select \$

#

Select \$

#

Select \$

#

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

ORMSBY, MICHAEL

**Study Session\Other**

8/2/21

**Division Director****Council Sponsor**Council Member  
Wilkerson**Finance**

WALLACE, TONYA

**Distribution List****Legal**

PICCOLO, MIKE

kdavis@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

twallace@spokanecity.org

**Additional Approvals**

cpatterson@spokanecity.org

**Purchasing**

## **RESOLUTION NO. 2021-0069**

A Resolution of the City Council of the City of Spokane to revise the Appropriation of funds from the City of Spokane Community Housing and Human Services (CHHS) Department to the Salvation Army for the purpose of funding a regional targeted-capacity emergency shelter called The Way Out Center for the period of July 1, 2021 through June 30, 2026 and other matters relating thereto.

**WHEREAS**, the City of Spokane ("City"), Spokane County ("County") and the City of Spokane Valley ("Valley") adopted the Continuum of Care Strategic Plan in 2019, after which the County adopted Resolution No. 12019-1599 on December 17, 2019 committing to a "Targeted Capacity" Project;

**WHEREAS**, representatives of the City, County and the Valley executed a joint Regional Project Charter ("Charter") on June 23, 2020 for the Regional Bridge Housing Center: "The Way Out Center", (the "Targeted Capacity Project"), which is attached hereto as Exhibit "A" and incorporated herein by this reference;

**WHEREAS**, the budgets for the City for 2020 and 2021 included \$500,000 each year for the "Targeted Capacity" Project; and

**WHEREAS**, due to The Salvation Army becoming the owner and operator of the regional targeted-capacity shelter, also called The Way Out Center, the five (5) year commitment to support funding the regional shelter's operations and maintenance costs by Resolution No. 21-0397, adopted by the Board of County Commissioners on June 8, 2021, the County transferred its commitment to pay up to \$500,000 a year to support this shelter to The Salvation Army; and

**WHEREAS**, in order to support a regional effort to end homelessness, the City of Spokane desires to appropriate funds to, and contract with, The Salvation Army, for a Regional Targeted Capacity Emergency Shelter's operations and maintenance for a five (5) year period from July 1, 2021 through June 30, 2026, and

**WHEREAS**, the recommendation is for a five (5) year commitment to help support funding the regional shelter's operations and maintenance costs in the amount of Five Hundred Thousand Dollars (\$500,000.00) annually, not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) for the five (5) year period; and

**WHEREAS**, the five (5) year commitment is contingent based on the ongoing availability of the ongoing availability of homeless funding from the City of Spokane, City of Spokane Valley, Spokane County and private resources, ensuring the regional service assurances are met in that the shelter is accessible and available to all Spokane County residents, including the provisions of transportation needs, adequate bed space and reasonable/secure storage of personal property for individuals served, necessary Interlocal Operating Agreements are in place, and the facility is ready and operational prior to the release of the funding.

**WHEREAS**, the CHHS Department will work with the Spokane County CHSCD Department to ensure reporting consistency, where possible, with their respective Operations and Maintenance Contracts with The Salvation Army for the regional targeted-capacity shelter; and

**WHEREAS**, the Parties are still working on the long-term funding framework as a region to achieve the above, the City of Spokane will commit up to an additional \$1,000,000 to apply to the budgeted operating gap for the startup period of the Way Out Shelter estimated to commence on or about October 1, 2021 through the end of 2022. The City of Spokane requests quarterly reviews and subsequent yearly budgets with The Salvation Army with financial commitment from regional public entities and an effort to establish new partnership from private sector investors for the first five year term and beyond.

**NOW, THEREFORE, BE IT RESOLVED** by the Spokane City Council that the revised five (5) year commitment to support funding the regional targeted-capacity shelter's operations and maintenance costs shift from the City of Spokane to The Salvation Army be approved, as described above, and to initiate a corresponding agreement; and subsequent additional one time initial term funding commitment for up to one million dollars (\$1,000,000) as described herein.

NOW, THEREFORE – BE IT RESOLVED that the appropriate officials of the City are authorized to implement the provisions of this Resolution.

ADOPTED by the City Council this \_\_\_\_\_ day of August 2021.

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City Clerk

Approved as to Form:

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Assistant City Attorney

# Regional Project Charter



20 - 0 4 4 0

## Project Title: Regional Bridge Housing Center: "The Way Out Center"

Revised 06/11/20

### Business Case Justification:

Homelessness in the Spokane Region is bigger than any one entity is able to address alone. The shelter system consists community-provided assistance to vulnerable individuals spanning from drop-in emergency overnight placement and warming centers, to life readiness locations, also called "bridge services", to supportive housing vouchers. The desire is for those, once homeless, to experience a life-long change to live independently within a community. This type of large scale impact may only be realized through a collection of closely aligned efforts, versus standalone initiatives, within a portfolio of projects aligned with regional strategic goals.

Additionally, with the COVID-19 pandemic, new elements have been introduced to this project to ensure long-term provisioning and capacity for healthy sheltering, physical distancing and isolation capacity.

At present, a gap exists in our shelter system for continuous stay options among homeless adults without children. The Bridge Housing model has been used for other population groups with verified, metric-based outcome successes<sup>1</sup>. This effort is the beginning of a larger initiative to construct effective, efficient, sustainable and accountable enhancements to our regional system intended to specially address:

- Coordinated and consolidated fiscal resources aligned at the regional-level solutions (versus municipal bed count)
- Establish public-private partnerships for funding
- Alignment with the Regional 5 Year Strategic Plan for Homelessness submitted to the WA State Department of Commerce<sup>2</sup>
- Regional oversight with decision making and funding authority

Shelter System Focus	Warming Center	Overnight	Day Center	Conitinous Stay	Supportive Housing	Healthy Sheltering Index
Youth (up to 24 yrs)						High
Families						Low
Women Only						Medium
Adult (24 yrs and older)				Project Focus		Medium

### Project Manager:

Ariane Schmidt, Regional Project Manager

### Project Team:

Tim Sigler\*, City of Spokane Community, Housing & Human Services (CHHS)  
Director

Tija Danzig\*, City of Spokane CHHS Senior Manager

Scott Rasmussen\*, City of Spokane CHHS Housing Program Manager

Tim Crowley\*, Spokane County Housing and Community Development (CHSCD) Program Manager

Morgan Koudelka\*, City of Spokane Valley Senior Administrative The

Kenneth Perine\*, The Salvation Army of Spokane

Gary Redden\*, The Salvation Army of Spokane

Kristine Ruggles\*, The Salvation Army of Spokane

Aerial Anderson



1- <https://my.spokanecity.org/endinghomelessness/about/coc/>

2- Spokane City/County Continuum of Care 5-Year Strategic Plan to Prevent and End Homelessness (adopted December 2019)

# Regional Project Charter



## **Subject Matter Experts (SMEs):**

Kathleen Torella, CHSCD and BH-ASO Director  
David Lewis, City of Spokane HMIS Manager  
Megan Phillips\*, Spokane Fire Marshall  
David Singley\*, Captain Spokane Police Department Downtown Precinct  
Spokane Valley Fire Department (TBD)  
Dave Ellis\*, Spokane Sheriff's Office/Spokane Valley Police Department  
Garcia, Luis\*, City of Spokane Code Enforcement  
Alison Poulsen, Better Health Together  
Pam Tietz, Spokane Housing Authority and Spokane Continuum of Care Board Chair  
Mark Richards, Downtown Business Partnership (DSP)  
Tom Hormel, Spokane County HCDAC Advisory Board Member  
Rusty Barnett\*, Community Member  
Consideration for additional lived experience representative(s)

\*Also on site selection recommendation committee.

## **Project Objectives and Deliverables:**

### Objectives:

1. Assess and recommend a Bridge Housing location options that meet the needs of the partner entities
2. Assess and recommend service options within the Bridge Housing Center
3. Assess estimated new (or shifted) capacity at drop-in emergency shelters
4. Document the needs of the partner entities in a regional system

### Deliverables include:

1. Purchase and site readiness
2. Construct of an Operating Proforma including Memorandums of Understanding (MOU) between partner entities for capital and operating contributions
3. Documentation and visual for the system continuum, including local, WA State and Federal touchpoints
4. Contract with Provider(s)
5. Center operational before the cold weather season of 2020

## **Project Scope (Boundaries):**

The center will operate for approximately sixty (60) individuals. The individuals will come to the center based on a referral basis. Ongoing case managed care, life readiness skill as well as living space will be included in the operational model. Individuals will stay at the center for approximately 30-90 days prior to moving on to supportive or independent housing.

## **Project Assumptions and Risks:**

### **Assumptions:**

- A location will be selected.
- Additional capacity at drop-in emergency shelters will be available to individuals throughout Spokane County.
- A sustainable funding model will rely on public, private partnerships

# Regional Project Charter



- Funding will be tied to defines, outcome based metrics for accountability for contracted providers and local government entities
- The strategies of this project will align with the five (5) years strategic plan for homelessness adopted by Spokane County, City of Spokane and Spokane Valley

## Risks:

- An agreed upon location cannot be determined by stakeholders
- Local Government partnerships do not materialize
- Private partnerships do not materialize
- Insufficient capital funding is allocated
- Capacity allocation continues to be municipality "bed county" divine

## Project Budget:

### Capital

1. City of Spokane: \$1.9M of City Community Development Block Grant (CDBG)funds under consideration by City Administration for this purpose.
2. Spokane County/Valley: \$1.5M of Homeless Housing Assistance Act (HHAA) funds. HHAA funds were enacted in Washington State by Engrossed Second Substitute House Bill (ESSHB) 2163 on August 1, 2005. The law created a document recording fee on certain documents to be utilized by local jurisdictions to reduce homelessness. Grant funds are administrated by the state and local governments. Current Spokane County methodology for consideration for HHAA funding is that after a Spokane County CSHCD RFP is released, applications are submitted to CSHCD for consideration by the HCDAC (represented by represent twelve (12) cities and towns within the Spokane Urban County Consortium) who will review all applications and recommend the selected application(s) to the Board of County Commissioners for their final decision making. For Spokane County Community Services

### Operating

1. City of Spokane \$1.9M over five (5) years (Source: CDBG)
2. Spokane County (includes Spokane Valley) \$1.9M over (5) years (Source: HHAA)
3. Avista Foundation partnerships \$1.9M over five (5) years (Source: Private Funding)

## Project Timeline:



## Additional Key Stakeholders:

# Regional Project Charter

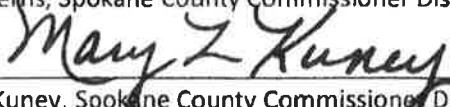


City of Spokane Council  
City of Spokane Valley City Council  
Avista Utilities  
Downtown Business Partnership  
Veterans Administration  
HUD

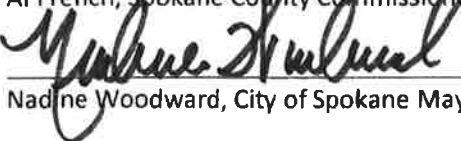
## Project Sponsor Approval:

June 23, 2020 **20 - 0440**

  
Josh Kerns, Spokane County Commissioner District 1

  
Mary Kuney, Spokane County Commissioner District 2

**ABSENT**  
Al French, Spokane County Commissioner District 3

  
Nadine Woodward, City of Spokane Mayor

Ben Wick, City of Spokane Valley Mayor

  
Breean Beggs, City of Spokane Council President

Latisha Hill, Avista Foundation

## Attest:

  
Spokane City Clerk

## Approved as to form:

  
Assistant City Attorney





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

08/30/2021

**Date Rec'd**

8/12/2021

**Clerk's File #**

RES 2021-0071

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

MAYOR

**Contact Name/Phone**MEGHANN 6903  
STEINOLFSON**Project #****Contact E-Mail**

MSTEINOLFSON@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Resolutions

**Requisition #****Agenda Item Name**

0620 RESOLUTION APPOINTING THREE DIRECTORS

**Agenda Wording**

Approving the appointments of:

- Kyle Twohig as Engineering Services Director,
- Steven MacDonald as Community and Economic Development Director,  
and
- Chris Averyt as Solid Waste Disposal Director.

**Summary (Background)**

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**8/16 Finance & Admin  
Committee**Division Director****Council Sponsor**CM Cathcart & CM  
Wilkerson**Finance**

BUSTOS, KIM

**Distribution List****Legal**

PICCOLO, MIKE

msteinolfson@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

lrichards@spokanecity.org

**Additional Approvals**

jquick@spokanecity.org

**Purchasing**

## RESOLUTION 2021-0071

A Resolution approving the appointment of Kyle Twohig as Engineering Services Director, Steven MacDonald as Community and Economic Development Director and Chris Averyt as Solid Waste Disposal Director.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Nadine Woodward has appointed Kyle Twohig as Engineering Services Director, Steven MacDonald as Community and Economic Development Director and Chris Averyt as Solid Waste Disposal Director.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointments Kyle Twohig as Engineering Services Director, Steven MacDonald as Community and Economic Development Director and Chris Averyt as Solid Waste Disposal Director.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2021.

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

Approved as to form:

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

## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Human Resources
<b>Subject:</b>	Council Confirmation of Mayoral Appointees (3)
<b>Date:</b>	August 16, 2021
<b>Contact (email &amp; phone):</b>	Meghann Steinolfson <a href="mailto:msteinolfson@spokanecity.org">msteinolfson@spokanecity.org</a> 625-6903
<b>City Council Sponsor:</b>	CM Cathcart and CM Wilkerson
<b>Executive Sponsor:</b>	Nadine Woodward, Mayor
<b>Committee(s) Impacted:</b>	Finance & Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 03.01A.195 Department Head Approval Process SMC 03.01A.255 Engineering Services SMC 03.01A.367 Community and Economic Development Services SMC 03.01A.470 Solid Waste Disposal
<b>Strategic Initiative:</b>	21 <sup>st</sup> Century Workforce
<b>Deadline:</b>	August 30, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Confirm the Appointment of Kyle Twohig to Engineering Services Director, Steven MacDonald to Community and Economic Development Director, and Chris Averyt to Solid Waste Director.
<b>Narrative:</b> All administrative department heads shall not perform the duties of the position or be compensated directly or indirectly by the City of Spokane until approved by City Council SMC 03 01A.195.	
<b>Executive Summary:</b>  <u>Appointment of Kyle Twohig to Engineering Services Director (SMC 3.01A.255)</u> <ul style="list-style-type: none"> <li>Mr. Twohig was previously confirmed by City Council to Engineering Operations Manager in 2013.</li> <li>Over the last eight years Mr. Twohig's duties have grown and expanded to include tasks and duties not reflected in the current classification. In 2021 Human Resources reviewed the work performed by Mr. Twohig and determined a classification update was necessary.</li> <li>It is the determination of HR that Mr. Twohig is predominantly performing the work of the Director of Engineering Services and his classification should be updated to reflect the change.</li> <li>Due to the change to job title and expanded duties, Mr. Twohig is presented to Council for confirmation to the Director of Engineering Services.</li> </ul> <u>Appointment of Steven MacDonald to Community and Economic Development Director (SMC 3.01A.367)</u> <ul style="list-style-type: none"> <li>The Community and Economic Development Director recruitment opened on April 19<sup>th</sup> and closed on June 4<sup>th</sup>.</li> <li>16 applications were received; 13 met the minimum qualifications.</li> <li>2 applicants were selected for and participated in interviews.</li> <li>Steven MacDonald was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Director of Community and Economic Development.</li> </ul> <u>Appointment of Chris Averyt to Solid Waste Disposal Director (SMC 3.01A.470)</u> <ul style="list-style-type: none"> <li>Chris Averyt has worked for the City of Spokane since 2016 as the Waste to Energy Assistant Plant Manager, and most recently as the Acting Waste to Energy Plant Manager.</li> </ul>	

- Chris Averyt was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Director of Solid Waste Disposal.

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:

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

08/30/2021

**Date Rec'd**

8/18/2021

**Clerk's File #**

RES 2021-0072

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

AIRPORTS

**Contact Name/Phone**

LARRY 455-6419

**Contact E-Mail**

LKRAUTER@SPOKANEAIRPORTS.NET

**Agenda Item Type**

Resolutions

**Agenda Item Name**

SPOKANE AIRPORTS - JOINT CITY-COUNTY RESOLUTION (AT ACQUISITIONS)

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

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to execute an Addendum to the Purchase and Sale Agreement with AT Acquisitions for property located on a portion of

**Summary (Background)**

Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer or disposal of real property and right of first refusal.

Lease? NO

Grant related? NO

Public Works? NO

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

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

KRAUTER, LARRY

**Study Session\Other**

Finance &amp; Admin -

**Division Director****Council Sponsor**

CP Beggs

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

PICCOLO, MIKE

lkrauter@spokaneairports.net

**For the Mayor**

ORMSBY, MICHAEL

twoewood@spokaneairports.net

**Additional Approvals**

kfukai@spokaneairports.net

**Purchasing**



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

**Agenda Wording**

Spokane County Assessor Tax Parcel No. 15362.0025, comprising of approximately 14.686 acres and a right of first refusal on a portion of Spookane County Assessor Tax Parcel No. 15362.0025, comprising of approximately 14.466 acres of land at Spokane International Airport.

**Summary (Background)**

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Spokane Airport Board		
<b>Subject:</b>	Airport's Joint Resolution		
<b>Date:</b>	August 16, 2021		
<b>Author (email &amp; phone):</b>	Larry Krauter, CEO, Spokane Airports, <a href="mailto:lkrauter@spokaneairports.net">lkrauter@spokaneairports.net</a> or 455-6419		
<b>City Council Sponsor:</b>	Council President Beggs		
<b>Executive Sponsor:</b>			
<b>Committee(s) Impacted:</b>	Finance and Administration Committee		
<b>Type of Agenda item:</b>	<u>Consent</u>	Discussion	Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer or disposal of real property and right of first refusal.		
<b>Strategic Initiative:</b>			
<b>Deadline:</b>			
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approved joint resolution		
<u>Background/History:</u> Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to execute an Addendum to the Purchase and Sale Agreement with AT Acquisitions for property located on a portion of Spokane County Assessor Tax Parcel No. 15362.0025, comprising of approximately 14.686 acres and a right of first refusal on a portion of Spokane County Assessor Tax Parcel No. 15362.0025, comprising of approximately 14.466 acres of land at Spokane International Airport.			
<u>Executive Summary:</u>			
<u>Budget Impact:</u> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 60%;">           Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No (for 2020)            Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No            If new, specify funding source:            Other budget impacts: (revenue generating, match requirements, etc.)         </div> <div style="width: 35%; text-align: center; font-size: 2em;">           } N/A         </div> </div>			
<u>Operations Impact:</u> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 60%;">           Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No            Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No            Specify changes required:            Known challenges/barriers:         </div> <div style="width: 35%; text-align: center; font-size: 2em;">           } N/A         </div> </div>			

City: RES 2021-0073  
Resolution No. \_\_\_\_\_

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON  
AND  
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF AUTHORIZING	)	
THE AIRPORT BOARD TO	)	JOINT RESOLUTION
SELL PROPERTY IDENTIFIED AS A	)	
PORTION OF SPOKANE COUNTY	)	
ASSESSOR PARCEL 15362.0025	)	

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County ("County"), by and through its Board of County Commissioners, and the City of Spokane ("City"), by and through its City Council, entered into an agreement dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park ("Agreement"); and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

WHEREAS, the Airport Board has recommended to the County and City the sale of a portion of Spokane County Assessor Tax Parcel 15362.0025, comprised of approximately 14.686 acres of land, and grant of a right of first refusal for a portion of Spokane County Assessor Tax Parcel 15362.0025, comprised of approximately 14.466 acres of land, all of which is located generally at the south side of McFarlane Road between South Russell Street and South Hayford Road in the City ("Property"), as described in that certain Real Property Purchase and Sale Agreements and Escrow Instructions, as amended, a full and complete copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board is authorized to sell the Property, and grant and execute on the right of first refusal on the Property, on the terms and conditions set forth in Exhibit A; and
2. That the Chief Executive Officer of the Airport Board be and is hereby authorized to prepare and execute any documents on behalf of Spokane County and City of Spokane to sell the Property, and grant and execute on the right of first refusal on the Property.

ADOPTED by the Spokane City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Terri L. Pfister, City Clerk

Approved as to form:

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



ADOPTED by the Board of County Commissioners of Spokane County, Washington this \_\_\_\_\_  
day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Josh Kerns, Chair

ATTEST:

\_\_\_\_\_  
Mary L. Kuney, Vice-Chair

\_\_\_\_\_  
Ginna Vasquez

\_\_\_\_\_  
Al French, Commissioner

EXHIBIT A

THE PROPERTY

SPOKANE COUNTY ASSESSOR TAX PARCEL NUMBERS

15362.0025

EXHIBIT B

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,  
DATED AS OF JANUARY 6, 2021,  
BY AND BETWEEN SPOKANE AIRPORT AND AT ACQUISITIONS, LLC,  
AS AMENDED BY THE FIRST AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT AND  
ESCROW INSTRUCTIONS,  
DATED AS OF MARCH 5, 2021,  
AND AS AMENDED BY THE SECOND AMENDMENT TO REAL PROPERTY PURCHASE AND SALE  
AGREEMENT AND ESCROW INSTRUCTIONS,  
DATED AS OF JUNE 17, 2021,

**FIRST AMENDMENT TO  
REAL PROPERTY PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS**

This FIRST AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "First Amendment") is made to be effective as of March 5, 2021 (the "First Amendment Date"), by and between the SPOKANE AIRPORT, by and through its Airport Board ("Airport Board"), created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington ("Seller"), and AT ACQUISITIONS, LLC, a Washington limited liability company ("Buyer").

Seller and Buyer entered into that certain *Real Property Purchase and Sale Agreement and Escrow Instructions*, dated January 6, 2021 ("Agreement"), concerning certain real property legally described in the Agreement. Seller and Buyer have agreed to amend the Agreement as provided in this First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Amendments to the Agreement. Seller and Buyer hereby amend the Agreement as follows:

1.1 Section 4.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

4.1 Review Period. As used in this Agreement, the term "Review Period" means that period of time commencing on the Effective Date and expiring at 5:00 p.m., Pacific Time on June 30, 2021.

1.2 The first sentence of Section 4.6(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

"As used in this Agreement, the term "Entitlement Period" means that period of time commencing upon the expiration of the Review Period and expiring upon the earlier to occur of: (i) October 15, 2021; or (ii) five (5) Business Days after Buyer has received (A) Final Approval of the Entitlements (as defined below) and (B) a definitive statement of any required land dedications and impact fees, in-lieu fees and any other payments required by applicable Governmental Authorities in connection with the development of the industrial project that Buyer wishes to develop on the Real Property in a manner and design acceptable to Buyer in its sole discretion (the "Project")."

1.3 The first sentence of Section 10.1(c) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Commencing on the Effective Date, Seller shall use commercially reasonable efforts to satisfy the Approval Conditions prior to June 30, 2021 (the "Approval Conditions Deadline"), *provided, however*, that Seller's failure to satisfy the Approval Conditions shall not be considered a default of this Agreement.

2. Miscellaneous. All of the recitals in this First Amendment are hereby incorporated as agreements of the parties. Capitalized terms that are used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement. In the event any inconsistencies exist between the terms of this First Amendment and the Agreement, this First Amendment will control. This First Amendment may be executed in several counterparts and delivered via facsimile, PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., [www.docusign.com](http://www.docusign.com)).

*[signature page follows]*

**SIGNATURE PAGE  
TO  
FIRST AMENDMENT TO  
REAL PROPERTY PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS**

IN WITNESS WHEREOF, the parties have executed and delivered this First Amendment effective as of the First Amendment Date.


**SELLER:**

SPOKANE AIRPORT BOARD,  
a joint operation of the City of Spokane and County  
of Spokane, Washington

By:   
Name: Lawrence J. Krauter  
Its: Chief Executive Officer

**BUYER:**

AT ACQUISITIONS, LLC,  
a Washington limited liability company

By:   
Name: Aaron R. Lake  
Its: Manager

SIGNATURE  
CERTIFICATE**REFERENCE NUMBER**  
B4A8C376-4C77-46D7-890C-BACA72CB85E6

TRANSACTION DETAILS	DOCUMENT DETAILS
<b>Reference Number</b> B4A8C376-4C77-46D7-890C-BACA72CB85E6	<b>Document Name</b> First Amendment to PSA - McFarlane 2.0
<b>Transaction Type</b> Signature Request	<b>Filename</b> first_am_to_psa_mcfarlane_2_0_-_final_approved_02383322x9f871_.pdf
<b>Sent At</b> 03/05/2021 18:00 EST	<b>Pages</b> 3 pages
<b>Executed At</b> 03/05/2021 18:17 EST	<b>Content Type</b> application/pdf
<b>Identity Method</b> email	<b>File Size</b> 76.7 KB
<b>Distribution Method</b> email	<b>Original Checksum</b> 2c0e79c11764e7283b92845b0c0e1dca8d24e70d7ch323453cc774ef46ace505
<b>Signed Checksum</b> 7072414c7ee3a0d71bf0a3eada0e0e14095db7f873ab03a946b4e19131cb29e	
<b>Signer Sequencing</b> Disabled	
<b>Document Passcode</b> Disabled	

## SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<b>Name</b> Aaron R. Lake	<b>Status</b> signed	<b>Viewed At</b> 03/05/2021 18:17 EST
<b>Email</b> aaron@atindustrialco.com	<b>Multi-factor Digital Fingerprint Checksum</b> 52658c09d3e4f166989f7c0e9ad2d89a24a201e7d1792f0a794e183d914d6b1f	<b>Identity Authenticated At</b> 03/05/2021 18:17 EST
<b>Components</b> 1	<b>IP Address</b> 206.63.231.149	<b>Signed At</b> 03/05/2021 18:17 EST
	<b>Device</b> Chrome via Windows	
	<b>Typed Signature</b> 	
	<b>Signature Reference ID</b> 181627B1	

## AUDITS

TIMESTAMP	AUDIT
03/05/2021 18:00 EST	Brady Peterson (bpeterson@lukins.com) created document 'first_am_to_psa_mcfarlane_2_0_-_final_approved_02383322x9f871_.pdf' on Chrome via Windows from 66.195.40.82.
03/05/2021 18:00 EST	Aaron R. Lake (aaron@atindustrialco.com) was emailed a link to sign.
03/05/2021 18:17 EST	Aaron R. Lake (aaron@atindustrialco.com) viewed the document on Chrome via Windows from 206.63.231.149.
03/05/2021 18:17 EST	Aaron R. Lake (aaron@atindustrialco.com) authenticated via email on Chrome via Windows from 206.63.231.149.
03/05/2021 18:17 EST	Aaron R. Lake (aaron@atindustrialco.com) signed the document on Chrome via Windows from 206.63.231.149.

**SECOND AMENDMENT TO  
REAL PROPERTY PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS**

This SECOND AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this “Second Amendment”) is made to be effective as of June 17, 2021 (the “Second Amendment Date”), by and between the SPOKANE AIRPORT, by and through its Airport Board, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington (“Seller”), and AT ACQUISITIONS, LLC, a Washington limited liability company (“Buyer”).

Seller and Buyer entered into that certain *Real Property Purchase and Sale Agreement and Escrow Instructions*, dated January 6, 2021, as amended by that certain *First Amendment to Real Property Purchase and Sale Agreement and Escrow Instructions*, dated March 5, 2021 (collectively, the “Agreement”), concerning certain real property legally described in the Agreement. Seller and Buyer have agreed to amend the Agreement as provided in this Second Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Amendments to the Agreement. Seller and Buyer hereby amend the Agreement as follows:

1.1 All references in the Agreement to “Binding Site Plan” or “binding site plan” are hereby deleted and replaced with references to “Short Plat” or “short plat”.

1.2 All references in the Agreement to “BSP” are hereby deleted and replaced with references to “Short Plat”.

1.3 Section 4.7(d) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(d) Property to Be Acquired at Closing. At Closing, Buyer shall purchase that portion of Real Property identified as Lot 2 on the attached Exhibit A-2, which consists of approximately fourteen 686/1000 (14.686) acres (“Purchase Parcel”).”

1.4 Section 4.8 of the Agreement is hereby deleted in its entirety and replaced with the following:

“4.8 Right of First Refusal. At Closing, Seller shall provide Buyer with a right of first refusal, the form of which is attached hereto as Exhibit D (the “ROFR”), to acquire the other portions of the Real Property consisting of the following: (i) that parcel of land identified as Lot 3 on the attached Exhibit A-2, which consists of approximately four and 196/1000 (4.196) acres and (ii) the portion of land abutting the western boundary of the Purchase Parcel and consisting of approximately ten and 27/100 (10.27) acres, a metes and bounds description of which is to be mutually agreed upon by the Parties prior to Closing, and is generally depicted on the attached Exhibit A-3. In consideration of the grant of the ROFR, at Closing, Buyer shall pay to Seller the sum of



Twenty Thousand Dollars (\$20,000) (the “ROFR Consideration”), which ROFR Consideration shall be credited towards the purchase price at the first closing of the real property subject to the ROFR, should Buyer elect to acquire the same.”

1.5 The third sentence of Section 6.3(a) is hereby deleted in its entirety and replaced with the following:

“Seller shall be solely responsible for all recording fees associated with the Avigation Easement (as defined below) and the Easement Agreement (as defined below).”

1.6 A new Section 6.4(a)(8) shall be added to the end of Section 6.4(a) as follows:

“(8) A counterpart original duly executed and acknowledged pedestrian and vehicular access easement, in the form attached to this Agreement as Exhibit F (“Easement Agreement”), encumbering the western portion of the Purchase Parcel as generally depicted on the attached Exhibit A-4.”

1.7 A new Section 6.4(b)(6) shall be added to the end of Section 6.4(b) as follows:

“(6) A counterpart original duly executed and acknowledged Easement Agreement.”

1.8 Section 6.4(c)(2) is hereby deleted in its entirety and replaced with the following:

“(2) Record the Deed, the Avigation Easement, and the Easement Agreement in that order.”

2. Exhibits. Exhibit A-2 is hereby deleted in its entirety and replaced with the attached Amended Exhibit A-2. Exhibit A-3, Exhibit A-4 and Exhibit F attached to this Second Amendment are hereby incorporated into the Agreement as Exhibit A-3, Exhibit A-4 and Exhibit F.

3. Approved Short Plat Application. By executing and delivering this Second Amendment, the parties acknowledge and agree to have approved the Approved Short Plat Application attached as Amended Exhibit A-2.

3. Miscellaneous. All of the recitals in this Second Amendment are hereby incorporated as agreements of the parties. Capitalized terms that are used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement. In the event any inconsistencies exist between the terms of this Second Amendment and the Agreement, this Second Amendment will control. This Second Amendment may be executed in several counterparts and delivered via facsimile, PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docuSign.com).

*[signature page follows]*

**SIGNATURE PAGE  
TO  
SECOND AMENDMENT TO  
REAL PROPERTY PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS**

IN WITNESS WHEREOF, the parties have executed and delivered this Second Amendment effective as of the Second Amendment Date.

**SELLER:**

SPOKANE AIRPORT BOARD,  
a joint operation of the City of Spokane and County  
of Spokane, Washington

By: Lawrence J. Krauter  
Name: Lawrence J. Krauter  
Its: Chief Executive Officer

**BUYER:**

AT ACQUISITIONS, LLC,  
a Washington limited liability company

By: Aaron Lake  
Name: Aaron R. Lake  
Its: Manager

AMENDED EXHIBIT A-2  
DEPICTION OF REAL PROPERTY

See attached.







EXHIBIT A-3  
WESTERN PORTION OF LAND SUBJECT TO ROFR

See attached.



EXHIBIT A-4  
DEPICTION OF EASEMENT AREA

See attached.



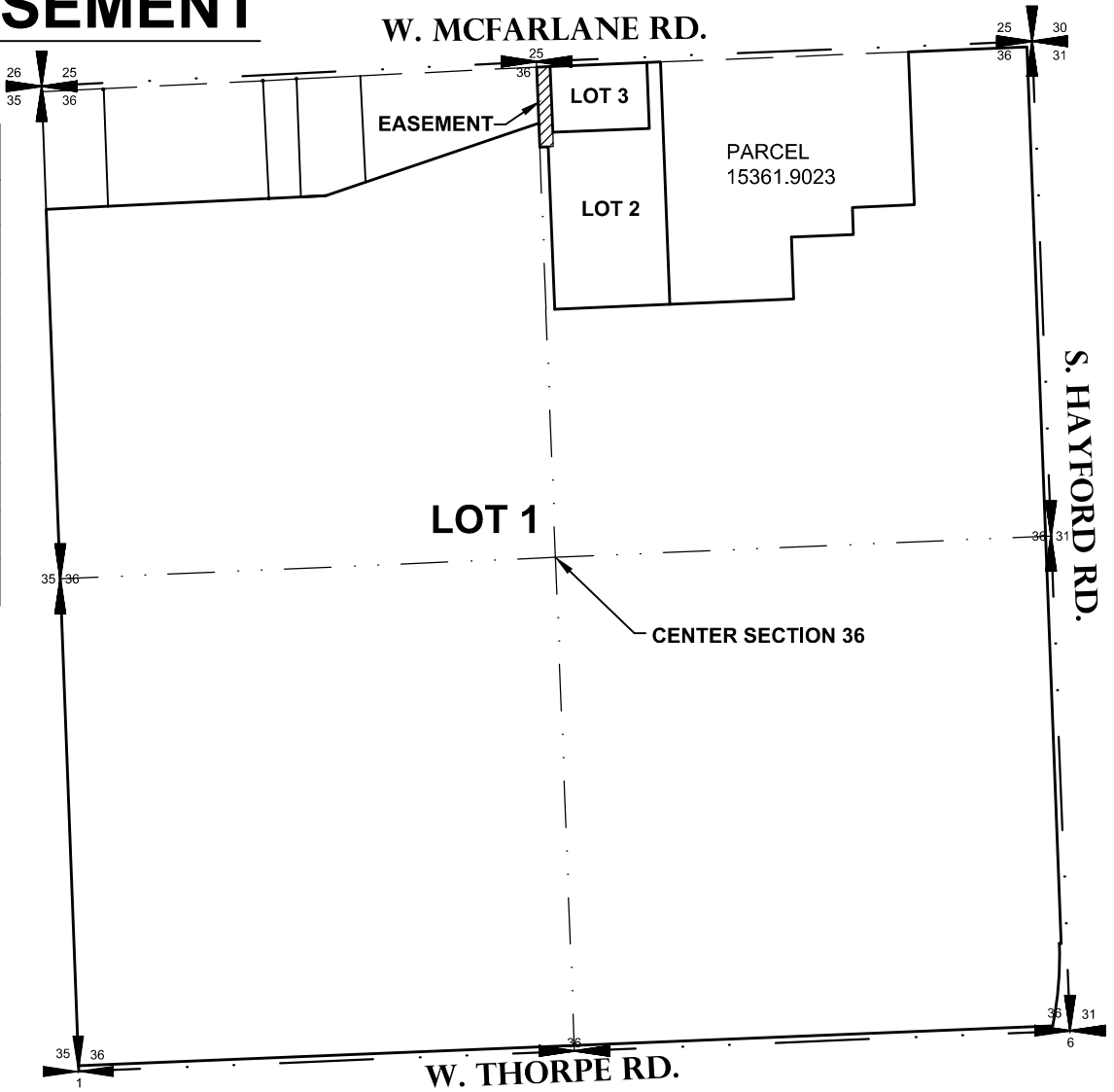
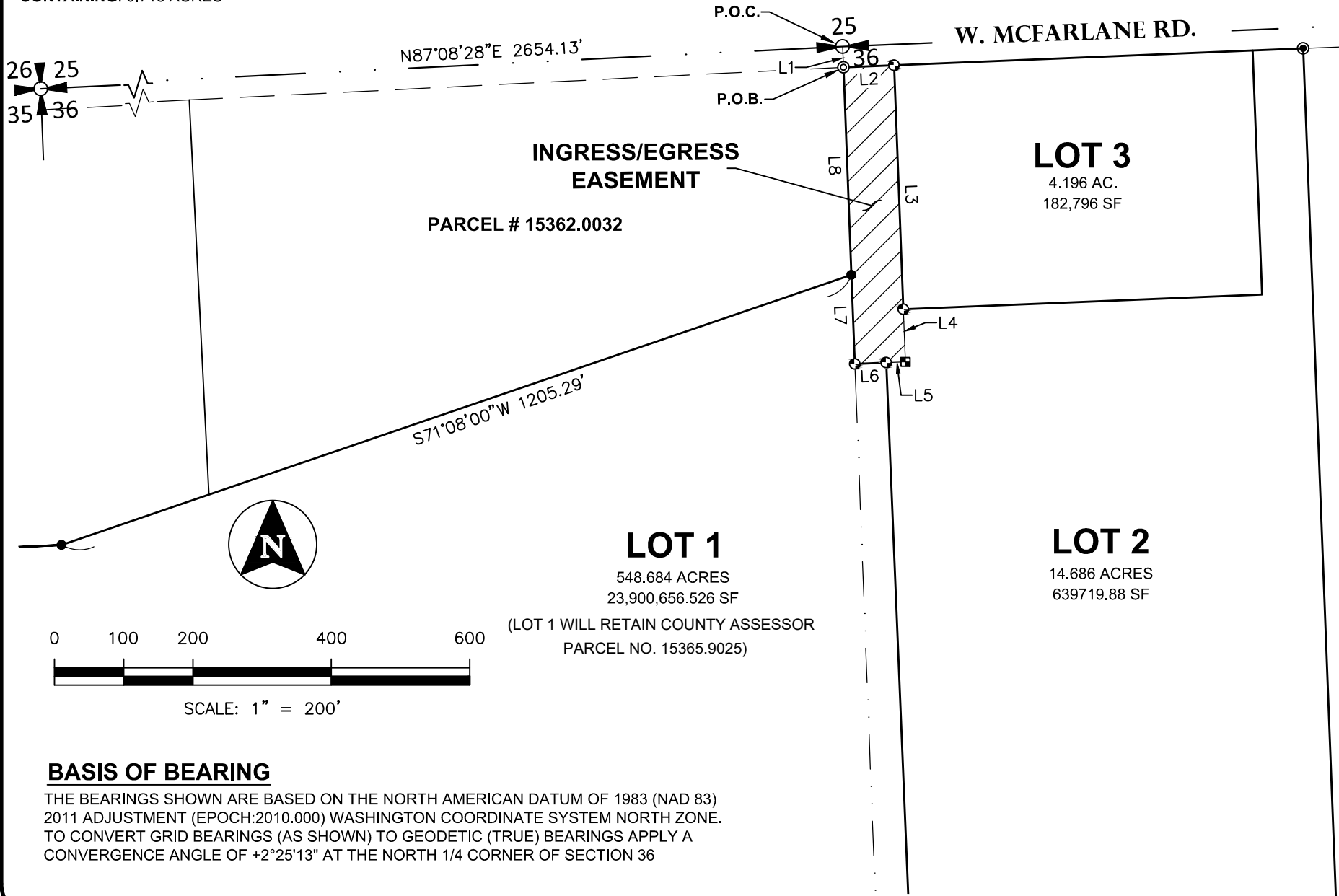
j:\\_SIA Airport Survey\3\_Acaddwg\Survey\2\_Boundary\Survey\210029\_21-031 Parcel 3 AT Acquisitions Easement Exhibit\210029\_21-031 Parcel 3 AT Acquisitions Easement Exhibit.dwg, 6/10/2021 5:39:11 PM, Brian McCluer,

# RETAINED AIRPORT ACCESS EASEMENT

## EASEMENT LEGAL DESCRIPTION

A STRIP OF LAND WITHIN THE NW QUARTER OF THE NE QUARTER OF SECTION 36 TOWNSHIP 25N RANGE 41E, W.M., SPOKANE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
**COMMENCING** AT THE NORTH QUARTER CORNER OF SECTION 36 MONUMENTED WITH A 2" OUTSIDE DIAMETER IRON PIPE FILLED WITH CONCRETE AND A SMALL STEEL PIN, INSIDE A MONUMENT CASE, FROM WHICH THE NORTHWEST CORNER OF SECTION 36 MONUMENTED WITH A 2-1/2" BRASS CAP PLS 9967 INSIDE A MONUMENT CASE, BEARS S87°08'28"W 2654.13';  
THENCE S2°11'12"E 30.00' TO THE SOUTHERLY RIGHT OF WAY LINE OF W. MCFARLANE ROAD MONUMENTED WITH A 5/8" REBAR AND BLUE PLASTIC CAP MARKED TO ENGINEERS PLS 46153, SAID REBAR BEING THE NORTHEAST CORNER OF EXISTING SPOKANE COUNTY PARCEL NUMBER 15362.0032, THE NORTHWEST CORNER OF LOT 2 OF THE SHORT PLAT AIRPORT PARCEL 3 A.T. ACQUISITIONS, AND THE **POINT OF BEGINNING**;  
THENCE; N87°38'42"E 73.00' ALONG SAID RIGHT OF WAY TO THE NORTHWEST CORNER OF LOT 3 OF SAID SHORT PLAT, MONUMENTED WITH A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444; THENCE S2°12'29"E 352.66' ALONG THE WESTERLY LINE OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3 MONUMENTED WITH A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED T-O ENGINEERS PLS 57444; THENCE CONTINUING S2°12'29"E 76.00' TO THE SOUTHEAST CORNER OF THE EASEMENT; THENCE S87°38'24"W 27.57' TO A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444; THENCE CONTINUING S87°38'24"W 45.51' TO THE WEST CORNER OF SAID LOT 2 AND THE SOUTHWEST CORNER OF THE EASEMENT, MONUMENTED WITH A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444; THENCE N2°10'15"W 128.71' ALONG THE WESTERLY BOUNDARY OF SAID LOT 2 TO THE SOUTHEAST CORNER OF SAID PARCEL NUMBER 15362.0032 MONUMENTED WITH A 1/2" REBAR AND YELLOW PLASTIC CAP MARKED BENTHIN PLS 13315, THENCE N2°12'32"W 299.95' ALONG THE WESTERLY LINE OF SAID LOT 2 AND EASTERLY LINE OF SAID PARCEL NUMBER 15362.0032, TO THE **POINT OF BEGINNING**.  
**CONTAINING:** 0.718 ACRES

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S02°11'12"E	30.00'
L2	N87°38'42"E	73.00'
L3	S02°12'29"E	352.66'
L4	S02°12'29"E	76.00'
L5	S87°38'24"W	27.57'
L6	S87°38'24"W	45.51'
L7	N02°10'15"W	128.71'
L8	N02°12'32"W	299.95'



## LEGEND

- INGRESS EGRESS EASEMENT
- SOUTHEAST CORNER OF EASEMENT, NOTHING SET
- 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444
- 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED BENTHIN PLS 13315
- 5/8" REBAR WITH BLUE PLASTIC CAP MARKED TO ENGINEERS PLS 46153
- SOUTH RIGHT OF WAY OF W. MCFARLANE ROAD.
- P.O.B.** POINT OF BEGINNING
- P.O.C.** POINT OF COMMENCEMENT

## NOTE

LOTS 1 THRU 3 SHOWN ON MAP ARE FROM THE SHORT PLAT NAMED AIRPORT PARCEL 3 A.T. ACQUISITIONS



**LEASEHOLDER:**  
**SPOKANE AIRPORT**  
DATE: JUNE 09, 2021  
**SHEET 1 OF 1**

9000 West Airport Dr., Ste. 204  
Spokane, WA 99224

## EXHIBIT F

### FORM OF EASEMENT AGREEMENT

Filed for Record at Request of and  
copy returned to:

Lukins & Annis, P.S.  
Attn: Tyler J. Black, Esq.  
717 W. Sprague Avenue, Suite 1600  
Spokane, WA 99201

<b>Grantor:</b>	[*], a [*]
<b>Grantee:</b>	SPOKANE AIRPORT BOARD
<b>Legal Description (abbreviated):</b>	[*]
<b>Assessor's Tax Parcel Number:</b>	Ptn of [*]

---

### ACCESS EASEMENT AGREEMENT

This ACCESS EASEMENT AGREEMENT ("Agreement") is granted effective the \_\_\_\_ day of \_\_\_\_\_, 2021, by [\*], a [\*] ("Grantor") for the benefit of SPOKANE AIRPORT, by and through its Airport Board, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington (the "Grantee"). The Grantor and Grantee may hereinafter be individually referred to as a "Party" or collectively as the "Parties".

A. The Grantor is the owner of that real property situated in the county of Spokane, state of Washington and legally described on Schedule 1 attached hereto and incorporated herein by this reference (the "Grantor Property").

B. The Grantee is the owner of that real property situated in the county of Spokane, state of Washington and legally described on Schedule 2 attached hereto and incorporated herein by this reference (the "Grantee Property").

C. Grantee desires an easement over the Grantor Property for the purpose of vehicular and pedestrian access, ingress and egress.

D. Grantor desires to grant such easements to the Grantee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Grant of Easement.

a. Grant of Easement to Grantee. Grantor hereby grants, conveys, warrants and delivers to Grantee, and Grantee's invitees, successors and assigns, a non-exclusive easement upon, over, through and across, that portion of Grantor Property as generally depicted on the attached Schedule 3 and legally described on the attached Schedule 4 ("Easement Area") for:

(i) vehicular ingress and egress, of any kind or nature whatsoever, over, upon and across the Easement Area (collectively, the "Driveways"); and

(ii) pedestrian and bicycle ingress and egress over, upon and across the Easement Area (collectively, the "Walkways");

The Driveways and Walkways, and all uses incidental thereto are hereinafter referred to collectively, "Easements".

b. No-Build Covenant. Neither Grantee nor Grantor shall construct or erect any fences or structure over, upon or across the Easement Area, or otherwise obstruct or prevent access to the Easement Area by the other party, or such party's invitees, or successors and assigns.

2. Covenants Run With the Land. The covenants given and the Easements granted pursuant to this Agreement shall be deemed to be covenants running with the Grantor Property and shall be binding upon and benefit the Grantee Property.

3. Not a Public Dedication. The Easements and covenants established by this Agreement shall be for the benefit of and restricted solely to the use of Grantee, Grantee's heirs and assigns, as the case may be, and their respective invitees, successors and assigns, and shall be used only for the purposes described herein. Grantor shall not grant easement rights to any other person or entity in the Easement Area; *provided, however*, nothing contained in this Agreement shall be construed as excluding Grantor or Grantor's tenants, invitees, successors, and assigns from making use of the Easement Area to the extent such use does not unreasonably interfere with Grantee's use for the purposes described herein. Nothing contained in this Agreement shall be deemed to be a public dedication of any portion of the Easements in the general public or for the general public or for any public purposes whatsoever.

4. Maintenance. Grantor, at Grantor's sole cost and expense, shall be solely responsible for the cost of the initial installation of the Easements in the Easement Area, and thereafter the maintenance, repair, replacement, and general upkeep of the Easements and the Easement Area ("Maintenance Cost"). Once the Grantee Property is developed, Grantor, Grantee, its respective successors and assigns, or the then-owner(s) of the Grantor Property and Grantee Property (as the same may be further subdivided), shall be responsible for payment of Maintenance Cost, with each owner being responsible for its pro-rata share of the Maintenance Cost, which will be a fraction, the numerator of which is the number of parcels owned by such owner, and the denominator of which is the number of all parcels encumbered by this Agreement, provided, such total number of parcels is based on the number of parcels developed and actively engaged in the use and enjoyment of the Easements as herein provided.

5. Payment of Maintenance Cost. Grantor shall provide each parcel owner under this Agreement with quarterly itemized statements detailing any Maintenance Cost. If any part of any Maintenance Cost billed to a parcel owner by Grantor is not paid and received by Grantor or its designated agent within thirty (30) days after the parcel owner's receipt of a written request from Grantor for payment of the Maintenance Cost (a "Delinquent Cost"), an automatic late charge equal to five percent (5%) of the charge (but not less than Ten Dollars (\$10.00)) shall be added to and collected with

the charge. Additionally, the total unpaid amounts of any Delinquent Cost (including the late charge) shall thereafter bear interest at the rate of twelve percent (12%) per annum until paid. Any Delinquent Cost that remains unpaid for more than ninety (90) days following Grantor's initial written request shall constitute a lien on Grantee Property (a "Maintenance Cost Lien"), prior and superior to all other liens recorded subsequent to the recordation of the Maintenance Cost Lien, except (1) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto; and (2) labor or materialmen's liens arising under Washington law (timely and duly filed) if the legal effective date is prior to the recording of the Maintenance Cost Lien.

6. Indemnification. Grantee and its successors and assigns shall indemnify and hold harmless Grantor from and against any claim, cost, expense, or liability of any nature, including but not limited to, damage done to the improvements, resulting from the use of the Easement Area by Grantee or its invitees, successors, and assigns. Grantor and its successors and assigns shall indemnify and hold harmless Grantee from and against any claim, cost, expense, or liability of any nature, including but not limited to, damage done to the improvements, resulting from the use of the Easement Area by Grantor or its invitees, successors, and assigns.

7. Consent to Modification. This Agreement and any provision, covenant, or easement contained herein may be terminated, extended, modified, or amended only with the written consent of the Parties, or the then owners of each of the properties; *provided, however*, that no termination, extension, modification, or amendment of this Agreement shall be effective unless a written instrument setting forth the terms thereof has been executed as herein provided, acknowledged, and recorded in the offices of the Spokane County Recorder.

8. Not a Partnership. By this Agreement, the Parties do not, and any successors or assigns of the Parties shall not, in any way or for any purpose become partners or joint venturers of the other, or of any Party's successors or assigns.

9. Construction. Wherever used herein, unless the context shall otherwise provide, the singular form shall include the plural and the plural shall include the singular. The section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define, or otherwise affect the content, meaning, or intent of this Agreement or any section or provision hereof.

10. Entire Agreement; Interpretation. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. By executing this Agreement, the Parties specifically intend that this Agreement shall supersede all prior agreements and understandings between the Parties relating to the subject matter of this Agreement. It is expressly agreed that there are no verbal understandings or other agreements which in any way change the terms, covenants and conditions herein set forth.

11. Dispute Resolution. The Parties agree that any dispute or claim arising by, between or among them in respect of any provision of this Agreement, including, but not limited to the Maintenance Cost, the Parties so involved shall meet and confer in good faith to fairly and equitably resolve the dispute. If the Parties cannot resolve the issue or dispute, then the dispute shall be resolved in accordance with Section 12 below.

12. Miscellaneous. The recitals provided at the outset of this Agreement are hereby incorporated by reference in this Agreement as though fully set forth herein. In the event a Party commences an action related to this Agreement, the prevailing Party in such action shall be entitled to recover its attorneys' fees and costs incurred therein, including any on appeal. This Agreement shall be governed by the laws of the state of Washington. Any action related to this Agreement shall be brought in

Superior Court in Spokane County, Washington, and the Parties hereby waive the right to remove such matters to federal court or otherwise seek an alternate venue. This Agreement may be executed in counterparts, all of which shall constitute one and the same Agreement.

*[signature page and acknowledgements follow]*

**SIGNATURE PAGE  
TO  
ACCESS EASEMENT AGREEMENT**

GRANTOR:

[\*],  
a [\*]

GRANTEE:

SPOKANE AIRPORT BOARD, a joint operation  
of the City of Spokane and County of Spokane,  
Washington

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Lawrence J. Krauter  
Its: Chief Executive Officer

*[acknowledgements follow]*

[illegible]

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of [\*], the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument on behalf of said entity.

In witness whereof, I have hereunto set my hand and official seal on the day and year first above written.

---

Notary Public
(Signature)

(Print Name)

(Seal or Stamp)

My commission expires: \_\_\_\_\_

STATE OF WASHINGTON                    )  
  : ss  
County of Spokane                        )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared Lawrence J. Krauter, to me known to be the Chief Executive Officer of the SPOKANE AIRPORT BOARD, a joint operation of the City of Spokane and County of Spokane, Washington, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

Notary Public (Signature)

(Print Name)

My commission expires: \_\_\_\_\_

(Seal or Stamp)

**SCHEDULE 1**

**LEGAL DESCRIPTION TO GRANTOR PROPERTY**

[To be inserted]

APN:



**SCHEDULE 2**

**LEGAL DESCRIPTION TO GRANTEE PROPERTY**

[To be inserted]

APN:

**SCHEDULE 3**

**DEPICTION OF EASEMENT AREA**

[To be inserted]

**SCHEDULE 4**

**LEGAL DESCRIPTION OF EASEMENT AREA**

[To be inserted]


SIGNATURE CERTIFICATE



REFERENCE NUMBER  
30829DA4-17E6-4874-8DA0-2533A2C848EB

TRANSACTION DETAILS	DOCUMENT DETAILS
<b>Reference Number</b> 30829DA4-17E6-4874-8DA0-2533A2C848EB	<b>Document Name</b> Second Amendment to PSA (Mcfarlane 2 0)
<b>Transaction Type</b> Signature Request	<b>Filename</b> second_am_to_psa_mcfarlane_2_0_-_execution_version_02452908x9f871_.pdf
<b>Sent At</b> 06/17/2021 11:42 EDT	<b>Pages</b> 20 pages
<b>Executed At</b> 06/17/2021 11:53 EDT	<b>Content Type</b> application/pdf
<b>Identity Method</b> email	<b>File Size</b> 3.62 MB
<b>Distribution Method</b> email	<b>Original Checksum</b> 8404080d181ce28da0ade100bdc3a885f6f62d01ec1fd97604fda929a8cea7b7
<b>Signed Checksum</b> 5b3591522178c4c8b80828cb37a6b06963de55f6c9ed482797b4f17b38e7f5d8	
<b>Signer Sequencing</b> Disabled	
<b>Document Passcode</b> Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<b>Name</b> Aaron Lake	<b>Status</b> signed	<b>Viewed At</b> 06/17/2021 11:53 EDT
<b>Email</b> aaron@atindustrialco.com	<b>Multi-factor Digital Fingerprint Checksum</b> 272148657c064405c1ae45ff11de13b02fbed71ead1b29ddd511897f6144751	<b>Identity Authenticated At</b> 06/17/2021 11:53 EDT
<b>Components</b> 1	<b>IP Address</b> 173.225.91.113	<b>Signed At</b> 06/17/2021 11:53 EDT
	<b>Device</b> Chrome via Windows	
	<b>Typed Signature</b> 	
	<b>Signature Reference ID</b> 515E15EC	

AUDITS

TIMESTAMP	AUDIT
06/17/2021 11:42 EDT	Tyler Black (tblack@lukins.com) created document 'second_am_to_psa_mcfarlane_2_0_-_execution_version_02452908x9f871_.pdf' on Chrome via Windows from 66.195.40.82.
06/17/2021 11:42 EDT	Aaron Lake (aaron@atindustrialco.com) was emailed a link to sign.
06/17/2021 11:53 EDT	Aaron Lake (aaron@atindustrialco.com) viewed the document on Chrome via Windows from 173.225.91.113.
06/17/2021 11:53 EDT	Aaron Lake (aaron@atindustrialco.com) authenticated via email on Chrome via Windows from 173.225.91.113.
06/17/2021 11:53 EDT	Aaron Lake (aaron@atindustrialco.com) signed the document on Chrome via Windows from 173.225.91.113.


SIGNATURE CERTIFICATE



REFERENCE NUMBER  
85905670-CFD8-4D5D-A5FF-24C158B8270C

TRANSACTION DETAILS	DOCUMENT DETAILS
<b>Reference Number</b> 85905670-CFD8-4D5D-A5FF-24C158B8270C	<b>Document Name</b> Second Amendment to PSA (Mcfarlane 2.0)
<b>Transaction Type</b> Signature Request	<b>Filename</b> second_amendment_to_psa_mcfarlane_2_0_-_buyer-executed_02452986x9f871_.pdf
<b>Sent At</b> 06/17/2021 17:46 EDT	<b>Pages</b> 21 pages
<b>Executed At</b> 06/17/2021 17:49 EDT	<b>Content Type</b> application/pdf
<b>Identity Method</b> email	<b>File Size</b> 4.18 MB
<b>Distribution Method</b> email	<b>Original Checksum</b> 1fb85b849837f0832017a68374d31ee8bd2cf427d50c5bc9c030ed0ffe882efd
<b>Signed Checksum</b> 1acc9ddc61827cf3e22c937b7bf85fb705701b289aa6438b037bf572fc77ee72	
<b>Signer Sequencing</b> Disabled	
<b>Document Passcode</b> Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<b>Name</b> Lawrence J. Krauter	<b>Status</b> signed	<b>Viewed At</b> 06/17/2021 17:48 EDT
<b>Email</b> lkrauter@spokaneairports.net	<b>Multi-factor Digital Fingerprint Checksum</b> 09b2bc717465e1225e6dfe1e63018820503b88fd4def6313e7cac03fdf2381f2	<b>Identity Authenticated At</b> 06/17/2021 17:49 EDT
<b>Components</b> 1	<b>IP Address</b> 66.239.253.194	<b>Signed At</b> 06/17/2021 17:49 EDT
	<b>Device</b> Chrome via Windows	
	<b>Typed Signature</b> 	
	<b>Signature Reference ID</b> 8E546575	

AUDITS

TIMESTAMP	AUDIT
06/17/2021 17:46 EDT	Tyler Black (tblack@lukins.com) created document 'second_amendment_to_psa_mcfarlane_2_0_-_buyer-executed_02452986x9f871_.pdf' on Chrome via Windows from 66.195.40.82.
06/17/2021 17:46 EDT	Lawrence J. Krauter (lkrauter@spokaneairports.net) was emailed a link to sign.
06/17/2021 17:48 EDT	Lawrence J. Krauter (lkrauter@spokaneairports.net) viewed the document on Chrome via Windows from 66.239.253.194.
06/17/2021 17:49 EDT	Lawrence J. Krauter (lkrauter@spokaneairports.net) authenticated via email on Chrome via Windows from 66.239.253.194.
06/17/2021 17:49 EDT	Lawrence J. Krauter (lkrauter@spokaneairports.net) signed the document on Chrome via Windows from 66.239.253.194.

## REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made as of the 6<sup>th</sup> day of January, 2021 (the "Effective Date"), by and between the SPOKANE AIRPORT, by and through its Airport Board ("Airport Board"), created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington ("Seller"), and AT ACQUISITIONS, LLC, a Washington limited liability company ("Buyer"). Seller and Buyer may be referred to collectively as the "Parties" and individually as a "Party" in this Agreement.

### RECITALS

A. Seller is the owner of fee simple title to approximately 561.92 acres located generally at the south side of West McFarlane Road between South Russell Street and South Hayden Street in Airway Heights ("City"), Spokane County ("County"), Washington ("State") as more particularly bounded and described on Exhibit A-1 attached hereto (the "Seller Property").

B. Buyer desires to acquire a portion of the Seller Property consisting of approximately 30.00 acres fronting West McFarlane Road, in the City, County, State, as depicted on Exhibit A-2 attached hereto (the "Real Property" and together with those items described in Recitals C through E, collectively hereinafter referred to as the "Property"), and all right, title and interest of Seller, if any, in and to the land lying within any street or roadway adjoining the Real Property or any vacated street or alley adjoining the Real Property, together with:

C. All mineral rights, air and water rights, and rights and easements appurtenant to the Real Property owned by Seller, if any;

D. All licenses, permits, land use designations, approvals, various waivers or consents applicable to the Real Property (collectively, the "Permits"), to the extent transferable and held by Seller, issued or subject to the laws of the United States, the State, County, or City, other authority, department, commission, board, bureau, agency, unit, or instrumentality (collectively "Governmental Authorities"); and

E. Certain surveys, soil and substrata studies, environmental reports, and other plans, diagrams, or studies, if any, with respect to the Real Property.

NOW, THEREFORE, Seller desires to sell and Buyer desires to purchase the Property upon the terms and conditions set forth in this Agreement, as follows:

1. Sale of Property. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, upon the terms and conditions set forth in this Agreement. As used in this Agreement, "Business Day" means any day other than: (i) a Saturday, (ii) a Sunday, or (iii) days on which branches of national banks located in the County are closed.

2. Earnest Money and Independent Consideration.

2.1 Earnest Money. Within three (3) Business Days after the Effective Date, Buyer shall deposit with STEWART TITLE AND GUARANTY COMPANY (Attn: Kim Belcher) ("Escrow Agent" or "Title Company") the sum of Thirty Thousand Dollars (\$30,000.00) in Current Funds (as hereinafter defined) as earnest money (the "Earnest Money"), to be applied for the account of Buyer as a credit against the Purchase Price (as defined in Section 3). Upon the

expiration of the Review Period (as defined in Section 4.1), the Earnest Money shall be nonrefundable to Buyer, except as otherwise set forth in this Agreement, and one-third (1/3 of the Earnest Money (the “Nonrefundable Portion”) shall be nonrefundable to Buyer in all events absent a Seller Default. Upon receipt, Escrow Agent shall deposit the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be part of the Earnest Money under this Agreement. When Escrow Agent disburses the Earnest Money as provided in this Agreement, any and all interest that has accrued thereon shall be disbursed to the Party entitled to the Earnest Money.

2.2 Independent Consideration. Simultaneously with Buyer’s delivery of the Earnest Money to Escrow Agent, Buyer shall pay directly to Seller an amount equal to One Hundred Dollars (\$100.00) as independent consideration for Seller’s performance under this Agreement, which amount the Parties bargained for and agreed to as additional consideration for Seller’s execution, delivery and performance of this Agreement and shall be retained by Seller in all instances, and shall not be applied against the Purchase Price.

3. Purchase Price. The purchase price (the “Purchase Price”) for the Property will be determined by MAI appraisal and technical review appraisal (collectively, the “Appraisal”) to be obtained by Seller prior to February 19, 2021, which Purchase Price will be determined on a “price per acre basis” multiplied by the actual number of acres of the Real Property as shown on the final Approved BSP Application (as defined herein), together with Buyer’s share of closing costs and prorations, as set forth in this Agreement. Upon Seller obtaining the Appraisal, Seller shall promptly provide the same to Buyer, and if Buyer does not deliver written notice to Seller within three (3) Business Days from the date Buyer receives such Appraisal electing to terminate this Agreement, Buyer will be deemed to have approved the price per acre delineated within the Appraisal. The Purchase Price will be paid as follows at Closing: (i) the Earnest Money will be credited toward the Purchase Price; and (ii) the remainder of the Purchase Price will be paid in Current Funds. As used in this Agreement, “Current Funds” means wire transfers, certified funds, or cashier’s checks in a form acceptable to Escrow Agent that would permit Escrow Agent to immediately disburse such funds.

4. Due Diligence Inspections and Title Review.

4.1 Review Period. As used in this Agreement, the term “Review Period” means that period of time commencing on the Effective Date and expiring at 5:00 p.m., Pacific Time, sixty (60) days thereafter, subject to extension under Section 4.4(a) below.

4.2 Review of Title. Within three (3) Business Days after the Effective Date, Buyer shall cause the Title Company to deliver a commitment for the Title Policy (as defined in Section 6.3(b)) to the Parties. The commitment must be accompanied by legible copies of all documents referred to in Schedule B of the commitment (the commitment and documents are collectively referred to in this Agreement as the “Title Report”).

(a) Objections. Buyer shall review the Title Report and may, within forty-five (45) days after the Effective Date (the “Title Review Period”), provide Seller and Title Company with written notice of the title exceptions that are acceptable or objectionable to Buyer, in Buyer’s discretion (each such objectionable matter or exception considered a “Disapproved Matter”). If Buyer timely notifies Seller and Title Company of any Disapproved Matter(s) within the Title Review Period, Seller may, within five (5) days following Seller’s receipt of Buyer’s written notice of Disapproved Matter(s), notify Buyer and Escrow Agent that: (i) Seller will remove or correct such Disapproved Matter as of or before Closing, or (ii) Seller will not remove any or certain Disapproved Matter(s). If Seller does not respond within such period, Seller will be

deemed to have elected option (ii) above. If Seller elects, within its discretion, or is deemed to have elected not to eliminate those objections with reference to such Disapproved Matter(s), in form and substance acceptable to Buyer, in Buyer's discretion, Buyer may, prior to the expiration of the Review Period, either: (y) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, or (z) give written notice to Seller and Escrow Agent, agreeing to accept title to the Property subject to such Disapproved Matters, in which case such Disapproved Matters shall be Permitted Exceptions (as defined in Section 4.2(c), below), and if Buyer fails to elect either option (y) or (z) above, Buyer will be deemed to have elected option (z).

(b) Supplements; Amendments. If the Title Company issues a supplement or amendment to the Title Report showing additional title exceptions which were not contained in the initial Title Report (each, an "Amended Report"), Buyer will have three (3) days from the date of receipt of each Amended Report, and a copy of each document referred to in the Amended Report that was not contained in the initial Title Report, in which to give notice of its acceptance of or objection to any additional title exceptions except if said supplements or amendments are a result of Buyer's actions, in which case Buyer shall not be entitled to object to such additional title exceptions. If Buyer provides Seller with notice of the basis of objection to the status of Seller's title as shown in the Amended Report, Seller will have the option, but not the obligation, to: (i) eliminate Buyer's objections, (ii) obtain title insurance endorsements regarding such objections, or (iii) cure any objectionable matter within three (3) days after receipt of such written notice, in each case, in form and substance acceptable to Buyer. If, prior to the expiration of the three (3) day period, Seller does not cure such objections, Buyer will have the option to terminate this Agreement within one (1) Business Day after expiration of such three (3) day period by giving written notice of termination to Seller and Escrow Agent, and if Buyer does not elect to terminate the Agreement within such one (1) Business Day period, Buyer will be deemed to have agreed to accept title subject to such objections, in which case such additional title exceptions shall be Permitted Exceptions. If Seller's three (3) day cure period would expire after the scheduled Closing Date (as defined in Section 6.1, below), the Closing Date will be extended until the expiration of the time periods set forth in this Section.

(c) Failure to Provide Written Acceptance. Any item that Buyer accepts in writing or is deemed to have accepted pursuant to the terms of this Agreement will be a "Permitted Exception." The term "Permitted Exceptions" also includes and Buyer may not disapprove or object to the following: all zoning ordinances and regulations and any other laws, ordinances, or governmental regulations and restrictions regulating the use, occupancy or enjoyment of the Property; such state of facts as would be disclosed by a survey or physical inspection of the Real Property (unless Buyer obtains a survey); the lien of taxes and assessments not yet delinquent; any exclusions from coverage set forth in the jacket of the Title Policy; the Avigation Easement (as defined below); or any exceptions caused by Buyer, its agents, representatives or employees. Notwithstanding the foregoing, Buyer will not be required to disapprove or object to, and Seller covenants to remove as an encumbrance against title to the Property on or prior to the Closing, any deeds of trust, monetary liens, or monetary encumbrances (except for real property taxes and assessments not yet due) created by Seller. If Buyer does not provide written acceptance of an exception to title as disclosed by the Title Report or an Amended Report within the applicable time period, Buyer will be deemed to have accepted such matter. If this Agreement is terminated due to Seller's failure to eliminate or cure any of Buyer's objections under this Section 4.2, the Escrow Agent shall immediately disburse to Buyer all Earnest Money, together with any documents or instruments that Buyer has deposited



with the Escrow Agent, and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

4.3 Review of Diligence Materials. Seller shall, no later than three (3) Business Days after the Effective Date, provide Buyer (or make available for Buyer's inspection) copies of the following items that relate to the Property (to the extent the same are in Seller's possession or control): existing environmental assessment reports; surveys; utility bills for the most recent month and past six (6) months, if any; valuation notices and any other fees, dues, and taxes applicable to the Property for the past year; and copies of any pending or threatened Claims (as defined in Section 4.4(b)) relating to the Property, and any governmental notices regarding uncured violations of laws or regulations (collectively, the "Current Diligence Materials"). In the event that the sale of the Property fails to close for any reason, all Current Diligence Materials provided to Buyer by Seller shall be returned to Seller promptly upon request and the contents of all Current Diligence Materials shall thereafter be treated by Buyer as confidential information of Seller and shall not be disclosed to any third parties (except as may be required by law or upon court order) without the prior consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. Any Current Diligence Materials provided by Seller to Buyer under this Agreement are provided as an accommodation to Buyer, and Buyer acknowledges and agrees that Seller makes no representations or warranties whatsoever with regard to the contents, completeness or accuracy of any such Current Diligence Materials.

4.4 Physical Inspections; Entry on Property.

(a) Physical Inspections. Buyer and its agents, employees or subcontractors ("Buyer's Agents") will have the right, from time to time prior to the Closing, to enter upon the Property to examine the same and the condition thereof and to conduct such surveys and to make such engineering and other inspections, tests and studies as Buyer determines to be reasonably necessary, all at Buyer's sole cost and expense. As part of Buyer's physical inspection, Buyer may, in its discretion and its sole cost and expense, obtain a current ASTM Phase I environmental site assessment (the "Phase I") for the Property, performed by an environmental consultant (the "Environmental Consultant") acceptable to and for the benefit of and reliance on by Buyer. If the Phase I recommends that a Phase II environmental site assessment (the "Phase II") be prepared or Buyer determines that a Phase II is necessary and desirable, then Buyer may, in its discretion, elect to perform a Phase II by giving written notice to Seller. Seller shall have the right to be present at any or all inspections. Buyer shall promptly provide Seller copies of the Phase I and Phase II, and any other conclusions, assessments, or reviews provided to Buyer by the Environmental Consultant. Neither Buyer nor Buyer's Agents may contact any governmental official or representative regarding hazardous materials on or the environmental condition of the Property without Seller's prior written consent thereto, which consent shall not be unreasonably withheld, conditioned, or delayed. In addition, if Seller consents to any such governmental contacts, Seller shall be entitled to receive at least five (5) days prior written notice of the intended contact and to have a representative present when any Buyer's Agent has any such contact with any governmental official or representative.

(b) Entry on Property. Up to and through the Closing Date, if this Agreement has not been terminated, Buyer and Buyer's Agents will have the right (upon at least twenty-four (24) hours prior written notice to Seller) to enter the Property to conduct such surveys, inspections, investigations and/or studies with respect to the Property as permitted by Section 4.4(a) of this Agreement, at Buyer's sole cost and expense. Buyer shall indemnify, defend and hold Seller and the Property free and

harmless from and against any and all debts, duties, obligations, liabilities, liens, suits, claims, demands, causes of actions, damages, losses, costs and expenses (including, without limitation, reasonable legal expenses and attorneys' fees with respect to the same or to enforce the foregoing) (collectively, "Claims") incurred by reason of or in connection with such entry or such surveys, inspections, investigations and/or studies. Before entering upon the Property, Buyer shall furnish to Seller a certificate of insurance evidencing: (a) commercial general liability insurance coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, (b) professional liability insurance of not less than One Million Dollars (\$1,000,000.00) for any of Buyer's Agents who conduct inspections of the Property, (c) workers' compensation insurance as required Washington statutes, and (d) employer's liability insurance of not less than One Million Dollars (\$1,000,000.00) per accident. Such insurance coverage shall (i) be issued by an insurance company licensed in Washington having a rating of at least "AVIII" by A.M. Best Company, (ii) be primary and any insurance maintained by Seller shall be excess and noncontributory, (iii) include contractual liability coverage with respect to Buyer's indemnity obligations set forth in this Agreement (it being understood, however, that the availability of such insurance shall not serve to limit or define the scope of Buyer's indemnity obligations under this Agreement in any manner whatsoever), and (iv) not contain any exclusions for "insured versus insured" claims as respects any potential claim by Seller against Buyer. The insurance certificate required herein shall also provide that the coverage may not be cancelled, non-renewed or reduced without at least thirty (30) days' prior written notice to Seller. Buyer agrees to repair any and all damages caused to the Property due to Buyer's entry thereon and otherwise to restore the Property to the Property's original condition before such entry. The obligations of Buyer under this Section 4.4 will survive Closing or earlier termination of this Agreement.

(c) No Liens or Interference. Buyer shall not permit, and shall indemnify, defend and hold harmless Seller for, from and against any and all Claims incurred by reason of or in connection with, any construction, mechanics or materialmen's liens or any other liens that attach to the Property or any portion thereof by reason of the performance of any work or the purchase of any materials by Buyer or Buyer's Agents in connection with Buyer's inspection of the Property. The provisions of this Section will survive Closing or other termination of this Agreement.

4.5 Right to Terminate Before Expiration of Review Period. Notwithstanding anything contained within this Agreement to the contrary, Seller acknowledges and understands that Buyer may, prior to the expiration of the Review Period, notify Seller in writing that Buyer elects to terminate this Agreement as a result of any matter or no matter as determined by Buyer, in Buyer's sole discretion. Seller acknowledges that Buyer has the right to so terminate this Agreement, regardless of whether Seller would be willing or able to cure any such matter to which Buyer has objected. If Buyer elects, in its sole discretion, to proceed with this transaction, Buyer shall send a written approval notice to Seller and Escrow Agent on or before expiration of the Review Period ("Approval Notice"). If Buyer fails to send an Approval Notice to Seller and Escrow Agent by the expiration of the Review Period, Buyer will be deemed to have elected to terminate this Agreement. Buyer may also terminate this Agreement by sending written notice of termination to Seller on or before expiration of the Review Period. If this Agreement is terminated as provided in this Section 4.5, the Earnest Money will be refunded to Buyer, and the Parties will have no further rights or obligations to each other, except for those rights and obligations that expressly survive the termination of this Agreement. After the Approval Notice is sent by Buyer or upon expiration of the Review Period, the Earnest Money will be nonrefundable to Buyer, except as otherwise expressly provided in this Agreement.

#### 4.6 Entitlement Period.

(a) Duration. As used in this Agreement, the term “Entitlement Period” means that period of time commencing upon the expiration of the Review Period and expiring upon the earlier to occur of: (i) the date that is one hundred eighty (180) days after the expiration of the Review Period; and (ii) five (5) Business Days after Buyer has received (A) Final Approval of the Entitlements (as defined below) and (B) a definitive statement of any required land dedications and impact fees, in-lieu fees and any other payments required by applicable Governmental Authorities in connection with the development of the industrial project that Buyer wishes to develop on the Real Property in a manner and design acceptable to Buyer in its sole discretion (the “Project”). Buyer shall, during the Entitlement Period, use commercially reasonable efforts to obtain Final Approval of the Entitlements, and shall provide prompt written notice to Seller upon obtaining Final Approval of its Entitlements.

(b) Entitlements. As used in this Agreement: the term (i) “Entitlements” means all governmental or other zoning, environmental, archaeological, historical and other land use approvals, licenses, consents, waivers, abandonments or relocations of easements, entitlements and permits as Buyer, in its discretion, deems necessary or advisable in order to develop the Project, and (ii) “Final Approval” means the final, binding approvals of the Project and all Entitlements thereto by all applicable Governmental Authorities, the receipt of any and all Entitlements and the expiration of any appeal periods relating to any such Entitlements and approvals without any outstanding appeal thereto. Seller shall cooperate with Buyer and take all actions reasonably necessary to assist Buyer in Buyer’s efforts to obtain Final Approval of the Project and Entitlements, including, without limitation, executing such applications and any other documents necessary or convenient with respect to the development of the Project that are required to be executed by the owner of the Property; *provided, however*, that no such applications or other documents may encumber the Property until the Closing unless otherwise consented to by Seller. Following the Effective Date, the submission and processing of the Entitlements shall be at Buyer’s sole cost and at the sole control and direction of Buyer.

(c) Right to Terminate Prior to Expiration of Entitlement Period. Notwithstanding anything contained in this Agreement to the contrary, Buyer may in its sole discretion cease its pursuit of the Final Approval of the Entitlements and terminate this Agreement after the expiration of the Review Period and prior to the expiration of the Entitlement Period if Buyer determines, in its sole discretion, that it will not be feasible to obtain Final Approval of all of Buyer’s desired Entitlements for the Project. Buyer may exercise such termination right by delivering written notice of termination to Seller and Escrow Agent prior to the expiration of the Entitlement Period (the “Entitlements Termination Notice”). If Buyer fails to deliver the Entitlement Termination Notice or in the alternative, fails to affirmatively notify Seller in writing on or before the expiration of the Entitlement Period that it intends to proceed with the transactions contemplated hereunder and expressly waives its right of termination under this Section 4.6(c) (the “Entitlements Approval Notice”), this Agreement shall terminate whereupon Escrow Agent shall immediately disburse the Earnest Money to Buyer (less the Nonrefundable Portion, which shall be remitted to Seller) and neither party shall have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

#### 4.7 Binding Site Plan; Form 7460-1.

(a) Binding Site Plan Application. During the Review Period, Buyer shall cause a preliminary site plan outlining the proposed boundaries for the parcels to be created within the Real Property to be prepared (the "Site Plan"). The boundaries of the parcels proposed within the Site Plan do not coincide with the boundaries of the Real Property as they exist as of the Effective Date. On or before the expiration of the Review Period, Buyer and Seller shall use commercially reasonable efforts to mutually agree upon the Site Plan ("Approved Site Plan"). Following the Parties mutual approval of the Approved Site Plan and after the expiration of the Review Period, Seller shall, at Seller's sole cost and expense, prepare and submit to Buyer for Buyer's approval a complete application, including certificates of exemption, for a binding site plan to adjust the existing boundaries of the parcels within the Real Property to match those described in the Approved Site Plan (the "BSP Application"). Buyer shall have ten (10) Business Days after receipt of the BSP Application in which to review and give Seller written notice of Buyer's approval of the BSP Application or its requested changes thereto. Seller shall within five (5) Business Days modify the BSP Application as reasonably requested by Buyer, and this approval process shall be repeated until the BSP Application is approved by Buyer. Once approved by Buyer, the BSP Application will constitute the "Approved BSP Application".

(b) Submission of Approved BSP Application; Form 7460-1. Following the Parties mutual approval of the Approved BSP Application, Seller shall (i) take all actions necessary to cause the binding site plan of the existing parcels within the Real Property to coincide with the boundaries set forth in the Approved BSP Application via the processing of certificates of exemption with the Spokane County Department of Building and Planning and the finalization of a binding site plan to be filed or recorded in the official records of the County ("Binding Site Plan"), with no Unanticipated Approval Conditions other than those approved by Buyer in writing (the "BSP Contingency"), and (ii) working in concert with Buyer, submit for FAA approval Form 7460-1, Notice of Proposed Construction or Alteration. Buyer shall reasonably cooperate (at no cost to Buyer) with Seller and take all actions reasonably necessary to assist Seller in Seller's efforts to (y) complete the Binding Site Plan, including, without limitation, executing such applications and any other documents necessary or convenient with respect to the Binding Site Plan, and (z) obtain a positive determination from the FAA, including airspace review clearance, with respect to Form 7460-1 and Buyer's Project described therein (the "FAA Project Approval Contingency"). Seller shall promptly provide to Buyer a copy of all written communications with any Governmental Authority concerning the Approved BSP Application, Binding Site Plan and Form 7460-1, and shall afford Buyer the opportunity to participate in any and all telephonic and in-person meetings and hearings relating thereto, if permissible and reasonably practical. If, as a condition to its approval of the Binding Site Plan, any Governmental Authority requires any material modifications to the metes and bounds of the Real Property from those shown within the Approved BSP Application or otherwise requires the Real Property to be subject to any material covenants, conditions, restrictions, exactions, off-site improvement obligations, fees in lieu, or impact fees that are not contemplated in the Approved BSP Application or this Agreement (each, an "Unanticipated Approval Condition"), Seller shall promptly notify Buyer and afford Buyer the opportunity to discuss the same with Seller and such Governmental Authority. If (a) Buyer, after discussing an Unanticipated Approval Condition with Seller and such Governmental Authority, determines, in its reasonable discretion, that (i) the applicable Governmental Authority is unwilling to approve the Binding Site Plan without the Unanticipated Approval Condition and (ii) such Unanticipated Approval Condition will have a material

and adverse impact on Buyer's Project, or (b) the BSP Contingency is not satisfied prior to expiration of the Entitlement Period, Buyer may terminate this Agreement by delivering written notice to Seller and Escrow Agent, in which event Escrow Agent shall promptly disburse the Earnest Money to Buyer (less the Nonrefundable Portion, which shall be remitted to Seller) and neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

(c) Binding Site Plan Costs and Fees. Seller shall be solely responsible for all costs, fees, and expenses associated with the preparation, submission, and administration of the Approved BSP Application and the satisfaction of the conditions to approval of the Binding Site Plan.

(d) Property to Be Acquired at Closing. At Closing, Buyer must purchase a portion of the Real Property equal to or greater than ten (10) acres ("Purchase Parcel"), provided that the Purchase Parcel will be mutually agreed to by the Parties concurrently with the completion of the Approved BSP Application. Immediately following the Parties mutual agreement of the Purchase Parcel, Buyer shall notify Escrow Agent in writing. Buyer shall additionally have the right, but not the obligation, to acquire such other tax parcels of the Real Property shown on and created pursuant to the Approved BSP Application in addition to the Purchase Parcel at Closing by delivery of written notice to Seller not later than ten (10) Business Days prior to Closing. Upon delivery of such written notice, any additional parcels of the Real Property identified by Buyer shall become part of the Property to be acquired at Closing, and all terms and conditions of this Agreement applicable to the acquisition of the Property shall apply thereto, including, without limitation, the Purchase Price set forth in Section 3 hereof.

4.8 Right of First Refusal. At Closing, Seller shall provide Buyer with a right of first refusal to acquire any portion of the Real Property that Buyer does not elect to acquire at Closing, the form of which is attached hereto as Exhibit D (the "ROFR"). In consideration of the grant of the ROFR, at Closing, Buyer shall pay to Seller the sum of Twenty Thousand Dollars (\$20,000) (the "ROFR Consideration"), which ROFR Consideration shall be credited towards the purchase price at the first closing of the real property subject to the ROFR, should Buyer elect to acquire the same.

## 5. Conditions Precedent.

5.1 Buyer's Conditions Precedent. Buyer's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

(a) All of the documents required to be delivered by Seller to Buyer at Closing pursuant to the terms and conditions hereof shall have been delivered;

(b) Each of the representations of Seller set forth in Section 7 shall be true in all material respects as of the Closing Date;

(c) Title Company is irrevocably committed to issue, upon the condition of the payment of the applicable premium, the Title Policy, subject only to the Permitted Exceptions applicable to the Real Property;

(d) The BSP Contingency and FAA Project Approval Contingency shall have been satisfied in accordance with Section 4.7; and

(e) Seller shall have satisfied the Approval Conditions (as defined below) and delivered written confirmation thereof to Buyer.

If any of the foregoing conditions are not satisfied (or waived in writing by Buyer) on or before the Closing, then Buyer shall have the right to terminate this Agreement by delivering written notice to Seller and, in the event of such termination, all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease and the Earnest Money shall be promptly refunded to Buyer (less the Nonrefundable Portion, which shall be remitted to Seller); *provided however*, that if any of the foregoing conditions are not satisfied (or waived in writing by Buyer) on or before the Closing due to any default by Seller hereunder, then Buyer, in its discretion, and by delivering written notice to Seller, may elect to pursue any of the remedies available to Buyer pursuant to Section 13. In the event Buyer elects to terminate this Agreement pursuant to Section 13, all obligations of Seller and Buyer under this Agreement (other than those that expressly survive the termination of this Agreement and the rights and remedies arising out of any breach of such surviving obligations) shall cease.

5.2 Seller's Conditions Precedent. Seller's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

(a) All of the documents and funds required to be delivered by Buyer to Seller at Closing pursuant to the terms and conditions hereof shall have been delivered;

(b) Each of the representations of Buyer set forth in Section 8 shall be true in all material respects as of the Closing Date;

(c) The BSP Contingency and FAA Project Approval Contingency shall have been satisfied in accordance with Section 4.7;

(d) Seller's receipt of written approval of the transaction contemplated by this Agreement from the board of directors of Seller's Airport Board, the City of Spokane, and County of Spokane, acting through the City Council of Spokane, and the Spokane County Board of Commissioners, respectively; and

(e) Seller's receipt of written approval from the Federal Aviation Administration ("FAA") for release and/or disposal of the Real Property by Seller that formally authorizes the release and/or disposal and removal of the Real Property as airport dedicated real property pursuant to Section 163 of the FAA Reauthorization Act of 2018 ("FAA Disposal Approval").

If any of the conditions delineated in Sections 5.2(a), 5.2(b) or 5.2(c) are not satisfied (or waived in writing by Seller) on or before the Closing, then Seller shall have the right to terminate this Agreement by delivering written notice to Buyer and, in the event of such termination, all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease and the Earnest Money shall be promptly disbursed to Seller as liquidated damages. Seller shall use commercially reasonable efforts to cause the conditions set forth in Section 5.2(d) and 5.2(e) (the "Approval Conditions") to be satisfied on or before Closing. Upon satisfaction of any of the Approval Conditions, Seller shall provide prompt written notice to Buyer of the same.

6. Closing.

6.1 Closing Date. The closing ("Closing") of the purchase and sale transaction contemplated in this Agreement will occur ("Closing Date") on the earlier of (i) October 15, 2021, or (ii) provided that the Approval Conditions have been satisfied, on such earlier date designated by Buyer by not less than ten (10) Business Days prior written notice to Seller. Notwithstanding anything herein to the contrary, if Closing has not occurred by October 15, 2021 due to the failure of the Approval Conditions then either Party may, in its sole discretion and at any time thereafter, elect to terminate this Agreement by delivering written notice to the other Party and, in the event of such termination (a) all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease, and (b) the Earnest Money shall be promptly refunded to Buyer (less the Nonrefundable Portion, which shall be remitted to Seller).

6.2 Location. Closing will occur at the offices of the Escrow Agent, or at such other place as may be agreed to by the Parties in writing.

6.3 Closing Costs and Prorations.

(a) Closing Fees. At Closing, Buyer and Seller will each pay one-half (1/2) of any escrow fees and closing fees. Seller shall be solely responsible for any state or local transfer taxes, real estate excise tax or any similar taxes or fees attributable to the transaction contemplated in this Agreement, if applicable to Seller. Seller shall be solely responsible for all recording fees associated with recording the Avigation Easement (as defined below). Buyer shall be responsible for all recording fees associated with recording the Deed (as defined below). Any other fees and costs will be paid by, or shared by, Buyer and Seller in accordance with local custom in Spokane County, Washington.

(b) Title Policy; Survey. Seller shall pay the equivalent premium of an ALTA standard owner's title policy for the Property, and Buyer shall pay the additional premium necessary for any ALTA extended or other policy Buyer elects to acquire (the "Title Policy"). Buyer shall also pay premium of any and all endorsements to the Title Policy unless provided by Seller to remove a Disapproved Matter, in which case, Seller shall be responsible for the cost of such endorsements. The cost of any survey of the Real Property obtained by Buyer will be borne by Buyer.

(c) Taxes and Fees. Real estate taxes for the year of Closing shall be the sole responsibility of Buyer. Buyer acknowledges that Seller does not pay real estate taxes and, as such, Buyer is free to seek a refund for that portion of time in which real estate taxes may have otherwise been required to be paid in order to close the transaction contemplated by this Agreement. Annual municipal or special district assessments (on the basis of the actual fiscal tax years for which such taxes are assessed), lienable water and sewer rentals, license, or permit and inspection fees, if any, will be apportioned as of the Closing Date between Buyer and Seller. If, on the day prior to the Closing Date, real estate taxes have been imposed upon the Real Property for the real estate tax year in which Closing occurs such taxes shall be paid by Buyer at the time of Closing.

(d) Utility Readings. Seller shall use commercially reasonable efforts to obtain readings of the utility meters on the Property (if any) to a date no sooner than two (2) Business Days prior to the Closing Date. At or prior to Closing, Seller shall pay all charges based upon such meter readings. However, if after reasonable efforts Seller is

unable to obtain readings of any meters prior to Closing, Closing will be completed without such readings and upon the obtaining of such readings after Closing, Seller shall promptly pay the pre-Closing charges as reasonably determined by Seller and Buyer based upon post-Closing readings.

(e) Attorney Fees. Each Party shall pay its own attorney fees incurred with respect to this transaction.

(f) Preliminary Closing Statement. Seller and Buyer shall cooperate with Escrow Agent to prepare a preliminary closing statement (the "Closing Statement") on the basis of the real estate taxes and other sources of income and expenses for the Property on or prior to the Closing Date. All apportionments and prorations provided for in this Section 6.3 to be made as of the Closing Date will be made, on a per diem basis, as of 11:59 p.m. on the day prior to the Closing Date. The preliminary Closing Statement and the apportionments and/or prorations reflected therein will be based upon actual figures to the extent available. If any of the apportionments and/or prorations cannot be calculated accurately based on actual figures on the Closing Date, then they will be calculated based on Seller's and Buyer's good faith estimates thereof, subject to reconciliation as provided in the following Section.

(g) Post-Closing Reconciliation. If there is an error on the preliminary Closing Statement or, if after the actual figures are available as to any items that were estimated on the preliminary Closing Statement, it is determined that any actual proration or apportionment varies from the amount thereof reflected on the preliminary Closing Statement, the proration or apportionment will be adjusted based on the actual figures as soon as feasible, but not later than sixty (60) days after the Closing Date. Either Party owing the other Party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other Party.

(h) Other Costs and Survival. All other costs not addressed within this Section 6.3 will be paid in accordance with the custom followed in Spokane County, Washington. The provisions of this Section 6.3 will survive Closing for a period of six (6) months.

#### 6.4 Deliveries at Closing.

(a) Deliveries by Seller. At Closing, Seller shall execute and deliver (or cause to be executed and delivered) all documents and take all other actions reasonably necessary to effect the Closing, including, without limitation:

(1) A duly executed and acknowledged bargain and sale deed (the "Deed"), in the form attached to this Agreement as Exhibit B.

(2) A counterpart original duly executed and completed real estate excise tax affidavit ("REETA").

(3) A counterpart original duly executed and acknowledged avigation easement ("Avigation Easement") encumbering the Real Property, in the form attached to this Agreement as Exhibit C, but only if the Title Report Buyer obtains with respect to the Real Property does not disclose the existence of a satisfactory avigation easement, as determined by Seller in its sole and absolute discretion.



(4) A duly executed and acknowledged ROFR, if applicable.

(5) A non-foreign affidavit for purposes of compliance with Section 1445(b)(2) of the Internal Revenue Code of 1986 (and the regulations adopted thereunder), as amended (the "Code").

(6) Copies of all current property tax bills and tax notices pertaining to the Real Property, if any.

(7) Such documentation as Escrow Agent may reasonably require, or may otherwise be required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(b) Deliveries by Buyer. On the Closing Date, Buyer shall execute and deliver all documents, or cause to be executed and delivered all documents, and take such other action that may be reasonably necessary to effect and complete the Closing, including, without limitation:

(1) The amounts required under Section 3 and Section 6.3 in Current Funds.

(2) A duly executed and completed REETA.

(3) A counterpart original duly executed and acknowledged Avigation Easement, if required by Seller.

(4) A duly executed and acknowledged ROFR, if applicable.

(5) Such documentation as Escrow Agent may reasonably require, or may otherwise be required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(c) Actions of Escrow Agent. When Buyer and Seller have delivered the items described above, the Escrow Agent shall:

(1) Prepare the Closing Statement and obtain signed copies from Seller and Buyer.

(2) Record the Deed and the Avigation Easement in that order.

(3) Deliver the balance of the Purchase Price in Current Funds to Seller, net of Seller's costs, fees, and prorations.

(4) Issue and deliver the Title Policy to Buyer.

(5) Deliver the above referenced documents to the applicable Party.

7. Representations and Warranties of Seller. Seller makes the representations and warranties set forth in this Section 7. Buyer expressly understands and agrees that the phrase "to Seller's knowledge" as used in this Section 7 means the actual present knowledge of Lawrence J. Krauter, acting solely in his capacity as the Chief Executive Officer of Seller, and shall not be construed to refer to the knowledge of any other partner, officer, director, agent, employee or representative of Seller, or any

affiliate or parent of Seller. Such individual shall not have any personal liability or liability whatsoever with respect to any matters set forth in this Agreement or any of Seller's representations and/or warranties herein being or becoming untrue, inaccurate or incomplete. Each representation and warranty: (i) is true in all material respects as of the Effective Date; (ii) will be true in all material respects on the Closing Date; and (iii) will survive Closing for a period of nine (9) months.

7.1 Authority/Binding Agreement. This Agreement and all exhibits and documents to be delivered by Seller pursuant to this Agreement have been duly executed and delivered by Seller and constitute the valid and binding obligations of Seller. Subject to obtaining the approvals described in Sections 5.2(d) and 5.2(e), Seller has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Seller is requisite to the valid and binding execution, delivery and performance of this Agreement. The execution, delivery, and performance of this Agreement will not conflict with or constitute a breach or default under (i) the organizational documents of Seller; (ii) any material instrument, contract, or other agreement to which Buyer is a party which affects the Property; or (iii) any statute or any regulation, order, judgment, or decree of any court or Governmental Authority.

7.2 Condemnation. Seller has not received from any Governmental Authority having the power of eminent domain any written notice of any condemnation of the Property or any part thereof.

7.3 Pending Litigation. Seller has received no written notice of any pending litigation initiated against Seller or the Property which would materially affect the Property after Closing.

7.4 Governmental Compliance. Seller has not received from any Governmental Authority written notice of any material violation of any building, fire or health code or any other statute applicable to the Property which will not be cured prior to Closing.

7.5 Non-Foreign Person. Seller is not a "foreign person" as defined in § 1445 of the Code and any related regulations.

7.6 Environmental Matters. To Seller's knowledge, and except as may otherwise be disclosed in the Current Diligence Materials: (a) the Property is free from Hazardous Substances; (b) the soil, surface water and ground water of, under, on or around the Property are free from Hazardous Substances; (c) the Property has never been used for or in connection with the manufacture, refinement, treatment, storage, generation, transport or hauling of any Hazardous Substances, nor has the Property been used for or in connection with the disposal of any Hazardous Substances; and (d) the Property is now and during Seller's ownership, has been in compliance with all Environmental Laws. As used in this Agreement, the term "Hazardous Substance" means any material, waste, substance, pollutant, or contaminant which may or could pose a risk of injury or threat to health or the environment, including, without limitation: (i) those substances included within the definitions of "hazardous substance", "hazardous waste", "hazardous material", "toxic substance", "solid waste", or "pollutant or contaminant" in or otherwise regulated by, any Environmental Law; (ii) those substances listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 17.101, including appendices and amendments thereto), or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) such other substances, materials, or wastes which are or become regulated or classified as hazardous or toxic under any Environmental Law; and (iv) any material, waste, or substance which is (A) petroleum or refined petroleum products; (B) radon; (C) polychlorinated biphenyls;

(D) flammable explosives; or (E) radioactive materials. As used in this Agreement, the term "Environmental Law" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. § 2601, *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. § 1101, *et seq.*; the Clean Air Act, 41 U.S.C. § 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, *et seq.*; The Safe Drinking Water Act, 41 U.S.C. § 300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. § 3251, *et seq.*; and any other federal, state or local law, statute, ordinance, or regulation now in effect or hereinafter enacted which pertains to health, industrial hygiene, or the regulation or protection of the environment, including without limitation, ambient air, soil, groundwater, surface water, or land use.

7.7 Due Diligence Documents. To Seller's knowledge, all of the Current Diligence Materials delivered or made available by Seller to Buyer in connection with the Property are complete copies of such items in Seller's possession or control.

7.8 No Conflicts. Neither the execution and delivery of this Agreement nor the consummation of the transactions herein contemplated conflict with or result in the material breach of any terms, conditions, or provisions of or constitute a default under (or with the passage of time or delivery of notice, or both, would constitute a default under) any provisions of Seller's organizational documents, or any bond, note, or other evidence of indebtedness that will not be discharged at Closing or any judicial order or agreement to which Seller is a party or to which Seller is subject. Seller has not entered into any agreement to sell or otherwise transfer its interest in the Property except for this Agreement.

7.9 No Contracts. Seller has not entered into and is not a party to any contracts or commitments relating to the Property that extend beyond the Closing Date.

8. Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the representations and warranties set forth in this Section 8. Each representation and warranty: (i) is true in all respects as of the Effective Date; (ii) will be true in all respects on the Closing Date; and (iii) will survive Closing for a period of nine (9) months.

8.1 Power and Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transaction contemplated in this Agreement. Buyer's execution, delivery and performance of this Agreement have been duly authorized.

8.2 Bankruptcy or Insolvency. There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy pending against or contemplated by Buyer, and no such actions have been threatened.

8.3 Anti-Terrorism. All funds to be used by Buyer as payment of the Purchase Price at Closing are from sources operating under, and in compliance with, all federal, state and local statutes and regulations and are free of all liens and claims of lien. Neither Buyer, nor any of its members, managers or other owners is a "Prohibited Person" or "Specifically Designated National and Blocked Person" under Anti-Terrorism Laws. As used in this Agreement, the term "Anti-Terrorism Laws" means any and all present and future judicial decisions, statutes, ruling, rules, regulations, permits, certificates, orders and ordinances of any Governmental Authority relating to terrorism or money laundering including, without limiting the generality of the

foregoing, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Pub. L. No. 107-56); the Trading with the Enemy Act (50 U.S.C.A. App. 1 et seq.); the International Emergency Economic Powers Act (50 U.S.C.A. § 1701-06); Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism") and the United States Treasury Department's Office of Foreign Assets Control list of "Specifically Designated National and Blocked Persons" (as published from time to time in various mediums).

9. "AS IS" Sale; Release & Waiver.

9.1 "AS IS" Purchase.

(A) SUBJECT TO SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 7, AND ACKNOWLEDGING THE PRIOR USE OF THE PROPERTY AND BUYER'S OPPORTUNITY TO INSPECT THE PROPERTY, BUYER AGREES TO PURCHASE THE PROPERTY "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON. ANY WRITTEN OR ORAL INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS CONCERNING THE PROPERTY ("DISCLOSURES") PROVIDED OR MADE AVAILABLE TO BUYER, ITS AGENTS OR CONSTITUENTS BY SELLER, SELLER'S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, SHALL NOT BE REPRESENTATIONS OR WARRANTIES, UNLESS SPECIFICALLY SET FORTH IN SECTION 7 OF THIS AGREEMENT. IN PURCHASING THE PROPERTY OR TAKING OTHER ACTION HEREUNDER, BUYER HAS NOT AND SHALL NOT RELY ON ANY SUCH DISCLOSURES, BUT RATHER, BUYER SHALL RELY ONLY ON BUYER'S OWN INSPECTION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS IS".

(B) BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 OF THIS AGREEMENT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY INCLUDING, WITHOUT LIMITATION, (A) THE NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY, (B) THE WATER, SOIL AND GEOLOGY OF THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION THEREOVER, (E) THE FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, (F) THE MARKETABILITY OF THE PROPERTY OR THE ABILITY TO LEASE OR SELL THE PROPERTY, (G) THE STATUS OR CONDITION OF ENTITLEMENTS PERTAINING TO THE PROPERTY, (H) DEFICIENCY OF ANY DRAINAGE ON THE REAL PROPERTY, (I) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE, AND (J) ANY MATTER REGARDING TERMITES

OR WASTES, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., OR ANY HAZARDOUS SUBSTANCES, AS HEREINAFTER DEFINED. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER, UNLESS OTHERWISE REQUIRED BY LAW, IS UNDER NO DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURES REGARDING ANY MATTER WHICH MAY BE KNOWN TO SELLER.

Seller's Initials: LJK Buyer's Initials: TW

9.2 Release. Subject to the covenants, representations and warranties of Seller contained in this Agreement, effective as of Closing, Buyer on behalf of itself and its shareholders, members, investors or partners of each of them and any permitted assignees of Buyer hereunder and its successors and assigns (collectively, the "Buyer Affiliated Parties") waives its right to recover from, and forever releases and discharges, Seller and its affiliates, property manager, partners, trustees, beneficiaries, owners, members, managers, officers, employees and agents and representatives, and its respective heirs, successors, personal representatives and assigns from any and all Claims, whether direct or indirect, known or unknown, suspected or unsuspected, foreseen or unforeseen, that may arise on account of or in any way be connected with: (i) the physical condition of the Property, including, without limitation, all seismic elements; the condition, valuation, or utility of the Property; title and survey matters with respect to the Property; and the environmental condition of the Property and the presence of any Hazardous Substance on, under or about the Property; and (ii) any law or regulation applicable to the Property, including, without limitation, any Environmental Laws and any other federal, state or local law.

In this connection and to the extent permitted by law, Buyer hereby agrees, realizes and acknowledges that factual matters now unknown to Buyer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees that it waives (and by Closing this transaction will be deemed to have waived) any and all objections and complaints concerning the physical characteristics and any existing conditions of the Property, and that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit Seller from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. The releases set forth in this Section shall become effective upon the Closing. Buyer further hereby assumes the risk of changes in applicable laws, including any relevant Environmental Laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Substances or other contaminants, may not have been revealed by its investigation.

9.3 Waiver of Right to Receive Seller Disclosure Statement and Waiver of Right to Rescind. PURSUANT TO RCW CH. 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, WITH RESPECT TO THE REAL PROPERTY, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL". Buyer is hereby provided with the "Environmental" section of the Seller Disclosure Statement attached hereto as Exhibit E. Buyer further agrees that any information discovered by Buyer concerning the Real Property prior to Closing shall not obligate

Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership of real estate similar to the Real Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary, and will acquire the Real Property solely on the basis of and in reliance upon such examinations and not on any information provided in any Seller Disclosure Statement or otherwise provided or to be provided by Seller (other than as expressly provided in this Agreement or in the Deed). BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE REVIEW PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

10. Covenants.

10.1 Covenants of Seller.

(a) Normal Operations. Until the Closing Date, Seller shall (i) continue to operate the Property in substantially the same manner as in the past and will perform all necessary maintenance to the Property as its ordinary course of business dictates; and (ii) not modify or alter the Property without the prior written consent of Buyer. From and after the Effective Date, Seller shall not enter into any contracts or commitments relating to the Property without the prior written consent of Buyer (in Buyer's reasonable discretion) if any such contracts or commitments would extend beyond the Closing Date. From and after the Effective Date, Seller shall not encumber the Property with any liens, encumbrances or other instruments creating a cloud on title or securing a monetary obligation with the Property.

(b) Insurance. Until the Closing Date, Seller shall maintain substantially the same liability, casualty, and all other insurance on the Property as is in effect as of the Effective Date.

(c) Approval Conditions. Commencing on the Effective Date, Seller shall use commercially reasonable efforts to satisfy the Approval Conditions prior to January 29, 2021 (the "Approval Conditions Deadline"), *provided, however*, that Seller's failure to satisfy the Approval Conditions shall not be considered a default of this Agreement. Buyer and Seller shall reasonably cooperate with each other and Buyer shall take all actions reasonably necessary to assist Seller in Seller's efforts to satisfy the Approval Conditions, including, without limitation, submitting such materials and executing such applications and any other documents that may be requested by the FAA. Seller shall provide prompt written notice to Buyer of the satisfaction of the Approval Conditions when received. If Seller fails to provide written evidence of satisfaction of the Approval Conditions prior to the Approval Conditions Deadline, Buyer shall have the right to extend the Approval Conditions Deadline until the Closing Date by delivering written notice of such election to Seller not later than five (5) Business Days following the Approval Conditions Deadline. If Seller is unable to satisfy the Approval Conditions at

any time prior to the Approval Conditions Deadline (as the same may have been extended), Buyer may terminate this Agreement by written notice to Seller, in which event the Earnest Money and all interest thereon (less the Nonrefundable Portion, which shall be remitted to Seller) shall be returned to Buyer, and thereafter all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease.

10.2 Post-Closing Construction Covenant of Buyer. Buyer acknowledges and agrees that as a condition to obtaining the FAA Disposal Approval, Buyer must adhere and comply with the FAA's approval of Buyer's Project previously obtained in connection with the satisfaction of the FAA Project Approval Contingency while constructing any facility or feature on the Property.

11. Condemnation. Risk of loss resulting from any condemnation or eminent domain proceeding that is commenced or has been threatened before the Closing, and risk of loss to the Property due to fire, flood, or any other cause before Closing, will remain with Seller. If before Closing the Property (or any portion thereof) is subjected to a threat of condemnation or becomes the subject of any proceedings, judicial, administrative, or otherwise, with respect to the taking by eminent domain or condemnation, then Seller shall promptly provide written notice thereof to Buyer and Buyer may terminate this Agreement by written notice to Seller sent within fifteen (15) days after Seller informs Buyer in writing that the Property has been taken, in which event the Earnest Money will be returned to Buyer (less the Nonrefundable Portion, which shall be remitted to Seller), and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement. If the Closing Date is within the fifteen (15) day period, then Closing will be extended to the next Business Day following the end of the fifteen (15) day period. If no such election is made by Buyer, (i) this Agreement will remain in full force and effect, (ii) the purchase of the Property, less any interest taken by eminent domain, will be effected with no further adjustment, and (iii) upon Closing, Seller shall assign to Buyer all of the right, title, and interest of Seller in and to any awards that have been or may thereafter be made for such taking.

12. Default by Buyer; Liquidated Damages. BUYER WILL BE IN DEFAULT UNDER THIS AGREEMENT IF (I) ANY OF BUYER'S REPRESENTATIONS OR WARRANTIES ARE FALSE, (II) BUYER FAILS TO PERFORM ALL OF ITS OBLIGATIONS UNDER SECTION 6.4(b) ON OR BEFORE THE CLOSING DATE, OR (III) BUYER FAILS TO PERFORM ANY OF ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT WITHIN THREE (3) BUSINESS DAYS AFTER RECEIPT OF WRITTEN NOTICE FROM SELLER OF SUCH FAILURE. IN THE EVENT OF ANY DEFAULT BY BUYER UNDER THIS AGREEMENT, SELLER WILL BE RELIEVED OF ANY OBLIGATION TO SELL THE PROPERTY TO BUYER, SELLER WILL NOT HAVE ANY RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT, AND, AS SELLER'S SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY FOR SUCH DEFAULT, THE EARNEST MONEY WILL BE RELEASED TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT SELLER MIGHT SUFFER IN THE EVENT OF BUYER'S DEFAULT HEREUNDER. BUYER AND SELLER AGREE THAT THE AMOUNT OF LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION IS A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES. THE FOREGOING PROVISION SHALL IN NO WAY LIMIT OR IMPAIR SELLER'S RIGHT OR ABILITY TO RECOVER FROM BUYER ATTORNEY'S FEES TO WHICH SELLER MAY OTHERWISE BE ENTITLED UNDER THIS AGREEMENT OR ANY SUMS WHICH MAY BECOME DUE TO SELLER BASED UPON ANY INDEMNITY PROVIDED BY SELLER PURSUANT TO THE TERMS OF THIS AGREEMENT.

Seller's Initials: LJK

Buyer's Initials: TW

13. Default by Seller; Remedies. Seller will be in default under this Agreement if (i) Seller fails to perform all of its obligations under Section 6.4(a) on or before the Closing Date, or (ii) Seller fails to perform any of its obligations under this Agreement within three (3) Business Days after Buyer provides Seller with notice of such failure (a "Seller Default"). Upon a Seller Default, Buyer may, as its sole and exclusive remedy for such Seller Default, either: (y) terminate this Agreement in its entirety by delivery of notice of termination to Seller, whereupon the Earnest Money shall be immediately returned to Buyer and Seller shall reimburse Buyer for Buyer's actual and reasonable out of pocket documented expenses incurred exclusively with respect to this transaction in an amount not to exceed three and 36/100 percent (3.36%) of the Purchase Price or (z) continue this Agreement pending Buyer's action for specific performance hereunder provided appropriate proceedings are commenced by Buyer within forty-five (45) days following Seller's Default and thereafter prosecuted with diligence. Buyer agrees that under no circumstances shall Buyer file a *lis pendens* action against the Property unless Buyer is seeking option (z) above.

Anything in this Agreement to the contrary notwithstanding, with respect to all matters affecting title to the Real Property, Buyer acknowledges and agrees that it is relying upon the Title Policy. If Buyer has a claim under the Title Policy and the subject matter of that claim also constitutes a breach of any warranty made by Seller in this Agreement or the Deed, Buyer agrees that it will look first to its Title Policy for recovery on such claim, and Buyer shall not assert any claim against Seller for a breach of a representation, warranty or covenant with respect to such claim unless and until Buyer has pursued its remedies against the Title Company to a final judgment and has not been made whole. The time period for bringing a claim against Seller for a breach of a representation or warranty relating to title to the Real Property will be tolled during the pendency of any action by Buyer against Title Company.

14. Brokerage. Seller and Buyer have not engaged a broker in connection with this Agreement. Seller and Buyer hereby agree to indemnify, defend and hold each other harmless from and against any and all Claims arising out of any claim for commissions, fees, or other similar compensation or charges relating to the transaction contemplated in this Agreement, or the consummation thereof, which may be made by any third party as the result of the acts of Seller or Buyer or their respective representatives. The obligations of the parties under this Section 14 will survive Closing.

15. Miscellaneous.

15.1 Attorneys' Fees. Should any Party hereto bring any action against any other Party related in any way to this Agreement, the substantially prevailing Party shall be awarded its or their reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, or advice in connection with such action.

15.2 Escrow Agent. The Escrow Agent hereby accepts its designation as the Escrow Agent under this Agreement and agrees to hold and disburse the Earnest Money as provided in this Agreement. The provisions of this Agreement will constitute joint instructions to the Escrow Agent to consummate the purchase in accordance with the terms and provisions of this Agreement; *provided, however*, that the Parties shall execute such additional escrow instructions, not inconsistent with the provisions of this Agreement, as may be deemed reasonably necessary to carry out the intentions of the Parties as expressed in this Agreement. The provisions of this Section 15.2 will survive the Closing or termination of this Agreement.



15.3 Notices. All notices required or permitted under this Agreement must be in writing and will be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt of an electronic confirmation thereof, (ii) upon delivery, if sent by electronic mail, provided that such notice is also promptly thereafter delivered in accordance with another permissible method of delivery, (iii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iv) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Seller:                      Spokane International Airport  
c/o Airport Board  
Attn: Lawrence J. Krauter  
9000 West Airport Drive, Suite 204  
Spokane, WA 99224  
Email: lkrauter@spokaneairports.net  
Fax: (509) 624-6633

with a copy to:                      Lukins & Annis, P.S.  
717 W. Sprague, Suite 1600  
Spokane, WA 99201  
Attn: Tyler J. Black, Esq.  
Email: tblack@lukins.com  
Fax: (509) 363-2487

If to Buyer:                      AT Acquisitions, LLC  
c/o Leavitt Capital Companies  
12709 E. Mirabeau Parkway, Suite 10  
Spokane Valley, Washington 99216  
Attn: Aaron Lake and Timothy Wolff  
Email: aaron@leavittcap.com  
twolff@awolff.com  
Fax: (509) 357-1761

with a copy to:                      Lukins & Annis, P.S.  
717 W. Sprague, Suite 1600  
Spokane, WA 99201  
Attn: Brady M. Peterson, Esq.  
Email: bpeterson@lukins.com  
Fax: (509) 363-5215

If to Escrow Agent:                      Stewart Title and Guaranty Company  
1420 Fifth Avenue, Suite 440  
Seattle, WA 98101  
Attn: Kim Belcher  
Email: kim.belcher@stewart.com  
Fax: (509) 343-2793

15.4 Survival. Unless expressly provided otherwise in this Agreement, the representations and warranties of Seller contained in this Agreement will survive Closing for a

period of nine (9) months (the “Survival Period”). Seller shall not be liable to Buyer by reason of a breach of any of Seller’s representations or warranties unless the Buyer notifies the Seller of such breach (the “Warranty Notice”) prior to the expiration of the Survival Period, and gives the Seller an opportunity to cure any such breach within a reasonable period of time after delivery of the Warranty Notice. Any proceeding with respect to Seller’s alleged breach of any representation or warranty must be commenced within the Survival Period, and if not commenced within such time period, Buyer will be deemed to have waived its Claims for such breach or default. Seller’s aggregate liability to Buyer by reason of a breach of one or more of Seller’s representations or warranties shall not exceed twenty-five percent (25%) of the Purchase Price. Seller’s liability will be limited to actual damages and will not include consequential, special, punitive or incidental damages.

15.5 Governing Law/Venue. The laws of the State of Washington govern the enforcement, and interpretation of this Agreement. The venue for any action related to this Agreement will be in Spokane County, Washington.

15.6 Integration; Modification; Waiver. This Agreement, the recitals to this Agreement, exhibits, and closing documents pursuant to this Agreement are hereby incorporated into this Agreement and, together with the Agreement, constitute the complete and final expression of the agreement of the Parties relating to the Property. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the Party against whom enforcement of the modification or waiver is sought.

15.7 Counterpart Execution. This Agreement may be executed in several counterparts and transmitted via facsimile or other electronic transmission, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

15.8 Headings; Construction. The headings used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be construed to include any other gender, and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise. The words “herein,” “hereof,” “hereunder,” and other similar compounds of the word “here” when used in this Agreement refer to the entire Agreement and not to any particular provision or section. The terms “includes,” “including,” or “include” as used herein shall be interpreted as being non-exclusive and shall be read to mean, respectively, “includes without limitation,” “including, without limitation” and “include without limitation.”

15.9 Deadlines and Dates. Any deadline, unless otherwise set forth in this Agreement, will expire at 5:00 p.m., Pacific Time. Should any deadline or date in this Agreement fall on a day other than a Business Day, such deadline or date will be extended until 5:00 p.m., Pacific Time, on the next Business Day.

15.10 Severability. If for any reason any provision of this Agreement is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision will then be enforceable and enforced.

15.11 Time of the Essence. Time is of the essence of this Agreement and of the obligations of the Parties to purchase and sell the Property, it being acknowledged and agreed by and between the Parties that any delay in effecting a Closing pursuant to this Agreement may result in loss or damage to the Party in full compliance with its obligations hereunder.

15.12 Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, is held invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision will not be affected thereby.

15.13 Binding Effect. This Agreement is binding upon and inures to the benefit of Seller and Buyer, and their respective successors and permitted assigns.

15.14 Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated in this Agreement.

15.15 Assignment. Buyer shall not assign this Agreement without Seller's prior written consent, which consent may be withheld in Seller's sole and absolute discretion; *provided, however*, that Buyer shall have the right to assign its rights under this Agreement without first obtaining Seller's consent if such assignment is to a special purpose entity in which Buyer or its principals hold an ownership interest or control. No such assignment shall release Buyer from any of its obligations under this Agreement. Any assignment made in violation of this Section shall be void.

15.16 Other Parties. The relationship of the Parties hereto is solely that of Seller and Buyer with respect to the Property and no joint venture or other partnership exists between the Parties hereto. Neither Party has any fiduciary relationship hereunder to the other. The provisions of this Agreement are not intended to benefit any third parties.

15.17 1031 Exchange. Buyer may purchase the Property and Seller may sell the Property by completing one or more Code §1031 tax-deferred exchange(s). Each Party agrees to cooperate with the other in effecting such an exchange; *provided, however*, the cooperating Party will not incur any additional liability or financial obligations as a consequence of any such exchange.

15.18 Sole Discretion. If a Party is given the right to exercise its sole or absolute discretion, neither the other Party nor any third party (including, without limitation, an arbitrator) will have the right to challenge said exercise, whether reasonable or unreasonable, on any grounds whatsoever.

15.19 Confidentiality. Seller and Buyer agree that there will be no press or other publicity release or communication to any third party concerning the transaction contemplated in this Agreement without the prior written consent of the other. Notwithstanding the foregoing, prior to Closing, either Party shall have the right to disclose information with respect to the Property to its officers, directors, members, partners, employees, attorneys, accountants, environmental auditors, engineers, current and potential lenders, investors, insurers and permitted assignees under this Agreement and other consultants to the extent necessary to evaluate the transactions contemplated hereby and the Property provided that all such persons are told that such information is confidential and agree to keep such information confidential. If Buyer

acquires the Property from Seller, either Party may disclose any information concerning the Property or the transactions contemplated hereby that the disclosing Party wishes to disclose; provided that any press release or other public disclosure by either Party regarding this Agreement or the transactions contemplated herein, and the wording of same, must be approved by the non-disclosing Party. The provisions of this Section shall survive the Closing or any termination of this Agreement.

15.20 Disclaimer—Preparation of Agreement. This Agreement has been negotiated by the Parties. Buyer and Seller agree that no presumption will apply in favor or against any Party in respect of the interpretation or enforcement of this Agreement. Each Party is advised to have this Agreement reviewed by independent legal and tax counsel prior to its execution. By executing this Agreement, each such Party represents: (i) that it has read and understands this Agreement, (ii) that it has had the opportunity to obtain independent legal and tax advice regarding this Agreement and (iii) that it has obtained such independent advice or has freely elected not to do so.

*[signatures to appear on the following page]*

IN WITNESS WHEREOF, the Parties have executed and delivered the foregoing Agreement as of the Effective Date.


SELLER:

SPOKANE AIRPORT BOARD,  
a joint operation of the City of Spokane and County  
of Spokane, Washington

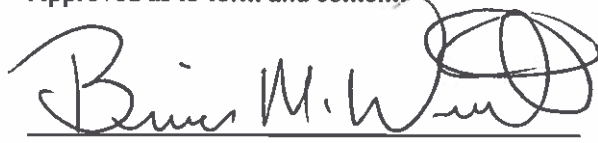
By:   
Name: Lawrence J. Krauter  
Its: Chief Executive Officer

BUYER:

AT ACQUISITIONS, LLC,  
a Washington limited liability company

By:   
Name: Timothy M. Wolff  
Its: Manager

Approved as to form and content:

  
Brian Werst, General Counsel

This Real Property Purchase and Sale Agreement with Escrow Instructions, together with the Earnest Money, is hereby acknowledged and accepted and the escrow is opened as of the \_\_\_\_ day of January, 2021. The Escrow Agent hereby agrees to act as “the person responsible for closing” the purchase and sale transaction contemplated in this Agreement within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

STEWART TITLE AND GUARANTY  
COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A-1  
LEGAL DESCRIPTION OF SELLER PROPERTY\*

The following real property identified by the Spokane County Assessor as tax parcel number:

15365.9025

*\*Once the preliminary Title Report is provided to the Parties by the Title Company, the legal description contained therein shall be substituted by the Parties as a new Exhibit A-1 to this Agreement.*

EXHIBIT A-2  
DEPICTION OF REAL PROPERTY\*



\*Real Property outlined in substantial form by red lines. A final legal description of the Property shall be determined by the Binding Site Plan, once completed, and the Parties acknowledge and agree such legal description will be incorporated herein as new Exhibit A-2.



**EXHIBIT B**  
**FORM OF BARGAIN AND SALE DEED**

Filed for Record at Request of and  
copy returned to:

Lukins & Annis, P.S.  
Attn: Brady M. Peterson, Esq.  
717 W. Sprague Avenue, Suite 1600  
Spokane, WA 99201

DOCUMENT TITLE:	BARGAIN AND SALE DEED
GRANTOR:	SPOKANE AIRPORT BOARD
GRANTEE:	[*]
ABBREVIATED LEGAL DESCRIPTION:	[Portion of the Northwest Quarter 36-25-41]
ASSESSOR'S PARCEL NO.:	[*]

---

**BARGAIN AND SALE DEED**

The grantor, SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, for and in consideration of Ten Dollars (\$10.00) in hand paid, bargains, sells and conveys to \_\_\_\_\_, that real property situated in the county of Spokane, state of Washington and legally described on Schedule 1 attached hereto and incorporated herein by this reference (the "Property").

SUBJECT TO: (i) the lien securing non-delinquent taxes and assessments, both general and special, and (ii) all covenants, conditions, restrictions, reservations, rights, rights of way, easements, and title matters whether or not of record or visible from an inspection of the Property and all matters which an accurate survey of the Property would disclose.

DATED effective the \_\_\_\_ day of \_\_\_\_\_, 2021.

*[signature page and acknowledgment follows]*

SIGNATURE PAGE  
TO  
BARGAIN AND SALE DEED

SPOKANE AIRPORT BOARD,  
a joint operation of the City of Spokane  
and County of Spokane, Washington

By: \_\_\_\_\_  
Name: Lawrence J. Krauter  
Its: Chief Executive Officer

STATE OF WASHINGTON    )  
                                      : ss  
County of Spokane        )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared Lawrence J. Krauter, to me known to be the Chief Executive Officer of the SPOKANE AIRPORT BOARD, a joint operation of the City of Spokane and County of Spokane, Washington, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
(Print Name)

My commission expires: \_\_\_\_\_

(Seal or Stamp)

**Schedule 1  
to  
Bargain and Sale Deed  
Legal Description**

[To be inserted.]

**EXHIBIT C**  
**FORM OF AVIGATION EASEMENT**

Filed for Record at Request of and  
copy returned to:

Lukins & Annis, P.S.  
Attn: Tyler J. Black, Esq.  
717 W. Sprague Avenue, Suite 1600  
Spokane, WA 99201

DOCUMENT TITLE:	AVIGATION EASEMENT
GRANTOR:	[*]
GRANTEE:	SPOKANE AIRPORT BOARD
ABBREVIATED LEGAL DESCRIPTION:	[Portion of the Northwest Quarter 36-25-41]
ASSESSOR'S PARCEL NO.:	[*]

---

**AVIGATION EASEMENT**

THIS AVIGATION EASEMENT ("Easement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date"), by [\*], a Washington limited liability company ("Grantor") for the benefit of SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, and the UNITED STATES OF AMERICA (collectively, the "Grantees").

**RECITALS**

A. Grantor is the owner of fee simple title to real property consisting of approximately 30 acres located generally at the south side of West McFarlane Road between South Russell Street and South Hayden Street in the City of Spokane, Spokane County, Washington, and legally described on the attached Schedule I (the "Property"), which Property was acquired by Grantor from the City of Spokane and Spokane County, as tenants in common, for Spokane Airport, by and through its Airport Board (the "Seller").

B. In consideration of Seller agreeing to sell the Property to Grantor, Grantor desires to provide Grantees an easement over the Property for the unobstructed passage of all Aircraft, on the terms and conditions set forth in this Easement. For purposes of this Easement, "Aircraft" means any contrivance now known or hereafter invented, used or designed for navigation of, or flight in, the air.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees as follows:

1. Recitals. The recitals set forth above are incorporated by reference in this Easement as though fully set forth herein.

2. Grant of Avigation Easement for Benefit of Grantees. Grantor hereby grants and conveys to Grantees, for themselves, their heirs, administrators, executors, successors and assigns an easement over and across the airspace above the surface of the Property for the unobstructed passage and avigation of all Aircraft by whomsoever owned and operated. Grantees' foregoing avigation easement shall include the right to (i) emit such noise, vibrations, fumes, dust, fuel particles and other incidents typically resulting from the operation of Aircraft, (ii) increase the noise impact to the Property by virtue of an increase in flight frequencies, altering flight paths, or changing types of Aircraft pursuant to the continued growth and expansion of Spokane International Airport and Felts Field Airport (the "Airports"), or (iii) prevent the use of the Property in a manner that constitutes an Aircraft hazard, including, without limitation, (a) interfering with the operations of radio or electronic facilities used by any Aircraft, (b) making it difficult for pilots to distinguish between airfield lights and other lights, or (c) implementing a use that (1) results in glare in the eyes of Aircraft pilots, (2) impairs visibility in the vicinity of any Aircraft flight path, (3) creates thermal plumes hazardous to Aircrafts, (4) endangers the landing, taking off, or maneuvering of any Aircraft, (5) creates a wildlife attractant that in Grantees' sole discretion and opinion, could create a bird or wildlife strike hazard or otherwise interfere with Aircraft operations, or (6) creates a potential hazard of a fire accelerant or secondary explosion resulting from an Aircraft crash on the Property.

It is further understood and acknowledged that it is reasonable to expect that ongoing expansion of the Airports and attendant improvements will cause Aircraft effects to change, potentially increasing flight frequencies, alteration of flight paths and changing of Aircraft types as the operations of the Airports grow and expand which may have a greater future deleterious impact to the Property of the nature described in this Section.

3. Negative Covenants. Grantor hereby specifically disclaims any intention to create any other easements on the Property by this Easement, except as otherwise specifically provided herein. Grantor shall not erect, construct, alter, maintain, or allow to grow, any vegetation, object, structure, wall, fence or barrier ("Obstruction") of any kind on or in the Property that would increase the Federal Aviation Administration ("FAA") landing, approach, or departure minimum height requirements for Aircraft, or prevent or unreasonably impair the free access of any Aircraft to travel through the airspace above the surface of the Property, unless such Obstruction is specifically consented to by all appropriate Grantees. If any Obstruction violates the height restrictions described herein this Section 3, then any of the Grantees shall have the right to enter the Property to remove such Obstruction at Grantor's sole cost and expense. Grantor shall not create or cause interference with or utilize the Property in any way contrary to (i) Spokane County Zoning Code, Chapters 14.700 and 17C.180 or (ii) any FAA requirements and regulations.

4. Indemnification. Grantor shall indemnify, defend and hold harmless Grantees, their heirs, administrators, executors, successors and assigns from all claims, demands, or suits in law or equity arising from Grantor's intentional or negligent acts or breach of its obligations under this Easement.

5. Not a Public Dedication. The easements established by this Easement shall be for the benefit of and restricted solely to the use of Grantees, their heirs, administrators, executors, successors and assigns and shall be used only for the purposes described herein. Nothing contained in this Easement shall be deemed to be a public dedication of any portion of the Property described herein in the general public or for the general public or for any public purposes whatsoever.

6. Covenants Run With the Land. This Easement shall remain in effect until said Easement, as existing, enlarged or relocated, is abandoned or ceases to be used for Aircraft travel and Airports purposes. The covenants given and the easements granted pursuant to this Easement shall be deemed to be covenants running with the Property and shall be binding upon and benefit the heirs, successors in interest, assigns and devisees of Grantor and Grantees. The Property is the servient estate.

7. Consent to Modification. This Easement and any provision, covenant, or easement contained herein may be terminated, extended, modified, or amended only with the written consent of the Grantor and all appropriate Grantees; *provided, however*, that no termination, extension, modification, or amendment of this Easement shall be effective unless a written instrument setting forth the terms thereof has been executed as herein provided, acknowledged, and recorded in the offices of the Spokane County Recorder.

8. Not a Partnership. By this Easement, the Grantor does not, and any successors or assigns of Grantor shall not, in any way or for any purpose become partners or joint venturers with any of the Grantees, or of any of their respective successors or assigns.

9. Construction. Wherever used herein, unless the context shall otherwise provide, the singular form shall include the plural, the plural shall include the singular, and the use of any gender will include all genders. The section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define, or otherwise affect the content, meaning, or intent of this Easement or any section or provision hereof.

10. Entire Easement; Interpretation. This Easement constitutes the entire Easement with respect to the subject matter hereof. It is expressly agreed that there are no verbal understandings or other easements that in any way change the terms, covenants and conditions herein set forth. References to Grantor and Grantees shall also be deemed to refer to their respective successors and assigns.

11. Miscellaneous. This Easement shall be governed by the laws of the state of Washington. Any action related to this Easement shall be brought in Superior Court in Spokane County, Washington.

*[signature page and acknowledgements follow]*

*[remainder of page left intentionally blank]*

[Insert SPE signature block]

My commission expires: \_\_\_\_\_

Schedule 1  
to  
Avigation Easement

LEGAL DESCRIPTION OF PROPERTY

[To be inserted.]



**EXHIBIT D**  
**FORM OF RIGHT OF FIRST REFUSAL**

Filed for Record at Request of and  
copy returned to:

LUKINS & ANNIS, P.S.  
1600 Washington Trust Financial Center  
717 W Sprague Ave.  
Spokane, WA 99201-0466  
Attention: Brady M. Peterson

DOCUMENT TITLE:	RIGHT OF FIRST REFUSAL AGREEMENT TO PURCHASE REAL PROPERTY
REFERENCE NOS.:	N/A
GRANTOR:	SPOKANE AIRPORT BOARD
GRANTEE:	[*]
ABBREVIATED LEGAL DESCRIPTION:	[Portion of the Northwest Quarter 36-25-41]
ASSESSOR'S PARCEL NO.:	[*]

---

**RIGHT OF FIRST REFUSAL AGREEMENT  
TO PURCHASE REAL PROPERTY**

THIS RIGHT OF FIRST REFUSAL AGREEMENT TO PURCHASE REAL PROPERTY ("Agreement") is made to be effective as of this \_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date") by and between each of the SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington ("Grantor") and \_\_\_\_\_ ("Grantee").

WHEREAS, Grantor and \_\_\_\_\_ ("Buyer") entered into that certain *Real Property Purchase and Sale Agreement and Escrow Instructions*, dated effective [\*] ("Purchase Agreement") for the sale of real property generally located in the City of Airway Heights, County of Spokane, State of Washington. As of the Effective Date hereof, Buyer has assigned all rights and interests in and to the Purchase Agreement to \_\_\_\_\_ ("Assignee"), [and Grantee is the sole manager of Assignee.]

WHEREAS, Grantor is the owner of fee simple interest in the real property consisting of approximately [\*] acres generally located at the south side of West McFarlane Road between South Russell Street and South Hayden Street in the City of Airway Heights, Spokane County, Washington, and are legally described on the attached Exhibit A to this Agreement (collectively, "Property").

WHEREAS, Grantor and Grantee (referred to collectively hereinafter as the "Parties" or, individually, as a "Party") desire that Grantee have a right of first refusal to purchase all or any portion of the Property under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and of the mutual promises, covenants and provisions set forth in this Agreement, and other good and valuable consideration, the

receipt, adequacy and sufficiency of which is hereby acknowledged by each of Grantor and Grantee, the Parties hereby acknowledge and agree as follows:

1. **Right of First Refusal.** Beginning on the Effective Date and continuing until the date that is five (5) years thereafter (the “ROFR Term”), Grantor hereby grants to Grantee the right of first refusal to purchase all or any portion of the Property if Grantor receives a Bona Fide Offer, as defined below in Section 2, to purchase or transfer all or any portion of the Property (the “Right of First Refusal”) on the terms and conditions set forth herein.

a. **Bona Fide Offer Notice.** Grantor shall promptly send to Grantee written notice following receipt of a Bona Fide Offer and the terms and conditions of the Bona Fide Offer (“Bona Fide Offer Notice”) consistent with the requirements of the “notice” provision set forth in Section 5 below. Grantee acknowledges and agrees that it shall not directly or indirectly communicate with the party making the Bona Fide Offer, or its brokers or representatives with respect to the Property, without first obtaining the permission of Grantor.

b. **Right of First Refusal Notice.** Within ten (10) business days following Grantee’s receipt of the Bona Fide Offer Notice, Grantee may send a notice to Grantor that Grantee exercises its Right of First Refusal (the “Right of First Refusal Notice”) to purchase the portion of the Property designated in the Bona Fide Offer. In such event, Grantor shall open an escrow at a title company selected by Grantor.

c. **Terms of Purchase After Exercising Right of First Refusal.** Grantor shall promptly present Grantee with a proposed purchase and sale agreement consistent with the terms of the Bona Fide Offer, and Grantor and Grantee shall each use their good faith efforts to promptly negotiate and execute a mutually acceptable purchase and sale agreement for the Property. The close of escrow shall take place no later than the close of escrow set forth in the Bona Fide Offer, unless otherwise agreed in writing between Grantor and Grantee.

2. **Bona Fide Offer.** A “Bona Fide Offer” to purchase is a duly signed and executed letter of intent, purchase and sale agreement or other similar letter or agreement to purchase all or any portion of the Property by a person or entity who has the present apparent ability to purchase on the terms and conditions of the offer and which was not obtained or solicited by the Grantor or its successors-in-interest for the sole or primary purpose of thwarting, impairing or diminishing Grantee’s rights arising under and by virtue of this Agreement.

a. **Offers Not Constituting a Bona Fide Offer.** In no event will any of the following constitute a Bona Fide Offer: (i) a bid made pursuant to a judgment or decree issued by a court of proper jurisdiction for a sale of the Property pursuant to a judicial foreclosure action or other similar court action, (ii) a bid made pursuant to a sale executed by a trustee or other similar person or entity having authority to foreclose on the Property, or (iii) a bid made or extended by any party having authority to transfer and convey the Property pursuant to a deed-in-lieu of foreclosure or any substantially similar legal mechanism. In addition, a person or entity making a Bona Fide Offer must not be an instrumentality of local, state or federal government having the power of condemnation or eminent domain. The Right of First Refusal set forth in this Agreement shall not apply in the contexts set forth in this Section, but the Right of First Refusal shall apply to subsequent transfers by parties acquiring the Property or the Property pursuant to a transfer contemplated in this Section.

b. **Bona Fide Offer for a Portion of an Interest.** A Bona Fide Offer includes an offer to purchase all or any portion of the Property in a single transaction or a series of related transactions.

3. **Waiver of Right of First Refusal.** Except as set forth below, the Right of First Refusal shall be deemed waived, as to any portion of the Property that is the subject of a Bona Fide Offer and Grantor shall be free to sell the portion of the Property that is the subject of the Bona Fide Offer to the bona fide offeror who had delivered the Bona Fide Offer, if (i) Grantee does not send a Right of First Refusal Notice after a Bona Fide Offer Notice within the time period set forth above, or (ii) Grantee fails to comply with the terms of the purchase and sale agreement after exercising its Right of First Refusal with respect to the Bona Fide Offer and the purchase and sale agreement terminates as a result of such failure. In the event of such waiver, Grantee agrees to execute any documentation deemed reasonably required by Grantor or the bona fide offeror to release or terminate the Right of First Refusal. However, if a waiver of the Right of First Refusal occurs pursuant to the foregoing terms, and the terms of the Bona Fide Offer as it was presented to Grantee are modified to be materially less favorable to Grantor prior to the close of escrow contemplated by the Bona Fide Offer, then the Right of First Refusal shall be reinstated and the Parties shall comply with the terms of Section 1 with respect to the modified terms of the Bona Fide Offer. The term "materially less favorable" as used in this Section shall mean a reduction in the purchase price presented in the Bona Fide Offer by more than two and one half percent (2.5%), providing economic concessions to the party making the Bona Fide Offer in an amount equal to or greater than two and one half percent (2.5%) of the purchase price in the Bona Fide Offer, or an extension of the closing date by more than thirty (30) days. If the Property, or portion thereof, is not sold in accordance with the terms of the Bona Fide Offer, then this Agreement and Grantee's Right of First Refusal shall reinstate if necessary and continue in full force and effect until the end of the ROFR Term, unless sooner waived as set forth above.

4. **Authority.** Grantor represents, warrants and covenants to Grantee that Grantor has full power and authority to execute and to deliver this Agreement and complete the transactions contemplated in this Agreement, and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Grantor.

5. **Notices.** Any notices required or permitted to be given under this Agreement, including the Bona Fide Offer Notice and Right of First Refusal Notice, shall be in writing and shall be delivered: (i) by hand or via a national overnight courier; (ii) via facsimile with a confirmed receipt, or (iii) via email transmission, provided that a copy of any notice delivered via email is also promptly thereafter deposited in any post office or mail depository regularly maintained by the U.S. Postal Service, addressed as follows:

If to Grantor:	Spokane International Airport
	c/o Airport Board
	9000 West Airport Drive, Suite 204
	Spokane, WA 99224
	Attn: Lawrence J. Krauter
	Email: lkrauter@spokaneairports.net
	Fax: (509) 624-6633

with a copy to: Lukins & Annis, P.S.  
717 W. Sprague, Suite 1600  
Spokane, WA 99201  
Attn: Tyler J. Black, Esq.  
Email: tblack@lukins.com  
Fax: (509) 363-2487

If to Grantee: [\*]  
c/o Leavitt Capital Companies  
717 W. Sprague Ave., Suite 802  
Spokane, WA 99201  
Attn: Aaron Lake and Timothy Wolff  
Email: aaron@leavittcap.com  
twolff@awolff.com  
Fax: (509) 357-1761

with a copy to: Lukins & Annis, P.S.  
717 W. Sprague, Suite 1600  
Spokane, WA 99201  
Attn: Brady M. Peterson, Esq.  
Email: bpeterson@lukins.com  
Fax: (509) 363-5215

Notwithstanding anything to the contrary contained herein, notice is deemed to have been given on the date on which notice is delivered, if notice is given before 5:00 p.m. in Spokane, Washington by personal delivery, facsimile, or email. The above addresses shall be deemed in all cases to be the correct addresses unless a notice party provides notice in writing to all other notice parties of either a new address or a successor or assign having a different address.

6. **Miscellaneous Provisions.**

a. **Incorporation by Reference.** All exhibits to this Agreement and the above recitals are hereby incorporated by this reference.

b. **Only Agreement.** This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties.

c. **Governing Law and Venue.** This Agreement shall be governed by, interpreted and construed in accordance with the laws of the state of Washington. The venue for any suit or action brought in connection with this Agreement shall be in Spokane County, Washington.

d. **Assignments and Successors.** Grantee may not assign or transfer all or any portion of its rights and obligations obtained by or through this Agreement. Because the rights and obligations of Grantor under this Agreement encumber and "run with" the Property, Grantor may not assign or transfer rights obtained by or through this Agreement independent of a transfer of the Property. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective successors and assigns, if any, and all transferees of the Property during the ROFR Term.

e. **Time of the Essence.** Time is of the essence with respect to the performance of all terms, conditions and provisions of this Agreement.

f. **Severability.** In the event any provision hereof or any portion of any provision hereof shall be deemed invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter any remaining portion of any provision or any other provisions hereof, as each provision of this Agreement shall be deemed to be severable from all other provisions hereof.

g. **No Waiver.** The waiver by any Party of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

h. **"Day" Defined.** The terms "day" or "days" as used herein shall mean calendar day or days. As used herein, the term "business day" shall mean a day other than a Saturday, Sunday or day on which banking institutions in the City of Spokane, Washington are authorized or required by law or executive order to be closed. If this Agreement requires any act to be done or action to be taken on a date which is not a business day, that act or action will be deemed to have been validly done or taken if done or taken on the next succeeding business day.

i. **"Includes" Defined.** The terms "includes", "including" or "include" as used herein shall be interpreted as being non-exclusive and shall be read to mean, respectively, "includes without limitation, "including, without limitation" and "include without limitation."

j. **No Other Parties.** No term or provision of this Agreement or the exhibits to this Agreement is intended to be, nor may any term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party to this Agreement (including, without limitation, any broker), and no other person, firm, corporation or entity has any right or cause of action under this Agreement.

k. **Counterparts Permitted.** This Agreement may be executed and delivered in several counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same Agreement.

l. **Attorney Fees.** Should either Grantor or Grantee bring any action against the other in any way related to this Agreement, the substantially prevailing party will be awarded its or their reasonable attorney fees and costs incurred for prosecution, defense, consultation, or advice in connection with such action.

*[signature page and acknowledgments follow]*

**SIGNATURE PAGE  
TO  
RIGHT OF FIRST REFUSAL AGREEMENT  
TO PURCHASE REAL PROPERTY**

IN WITNESS WHEREOF, the Parties have executed and delivered the foregoing Agreement as of the Effective Date.

**GRANTOR:**

SPOKANE AIRPORT BOARD, a joint operation  
of the City of Spokane and County of Spokane,  
Washington

**GRANTEE:**

[SPE signature block to be inserted]

By: \_\_\_\_\_  
Name: Lawrence J. Krauter  
Its: Chief Executive Officer

*[acknowledgment pages follow]*

)

County of Spokane

)

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written

(Signatu

(Print Nan

My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 )  
 ) : ss  
County of Spokane )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, the limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said limited liability company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

Notary Public (Signature)

(Print N

My commission expires: \_\_\_\_\_



**EXHIBIT A**  
**TO RIGHT OF FIRST REFUSAL**  
**LEGAL DESCRIPTION**

[To be inserted.]

EXHIBIT E  
ENVIRONMENTAL SECTION OF SELLER DISCLOSURE STATEMENT

[see pages that follow]

**SPOKANE AIRPORT BOARD  
ENVIRONMENTAL SELLER DISCLOSURE STATEMENT**

**NOTICE TO THE BUYER: AT ACQUISITIONS, LLC**

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY CONSISTING OF APPROXIMATELY FIVE HUNDRED SIXTY ONE AND 92/1000 (561.92) ACRES LOCATED GENERALLY AT THE SOUTH SIDE OF WEST MCFARLANE ROAD BETWEEN SOUTH RUSSELL STREET AND SOUTH HAYDEN STREET IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON (THE "PROPERTY") AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S CURRENT AND ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED ENVIRONMENTAL SELLER DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, ELECTRICIANS, OR ON-SITE WASTEWATER TREATMENT INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES. SELLER IS NOT OCCUPYING THE PROPERTY.

**SELLER'S DISCLOSURES - ENVIRONMENTAL**

YES      NO      DON'T  
KNOW

If the answer is "Yes" to a question with an (\*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

- \*A. Have there been any flooding, standing water or drainage problems on the Property that affect the Property or access to the Property?
- \*B. Is there any material damage to the Property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
- \*C. Are there any shorelines, wetlands, floodplains, or critical areas on the Property?
- \*D. Are there any substances, materials, or products in or on the Property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?
- \*E. Is there any soil or groundwater contamination?
- \*F. Has the Property been used as a legal or illegal dumping site?
- \*G. Has the Property been used as an illegal drug manufacturing site?

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**\*\* SEE ATTACHED FOR ADDITIONAL INFORMATION.**

**ADDITIONAL NOTICES TO BUYER:** INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

**SPOKANE AIRPORT BOARD  
ENVIRONMENTAL SELLER DISCLOSURE STATEMENT**

**VERIFICATION**

The foregoing answers and attached explanations (if any) are complete and correct to Seller's knowledge (as that term is defined in the purchase and sale agreement between Buyer and Seller) and Buyer has received a copy hereof. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the Property.

Seller: SPOKANE AIRPORT BOARD, a joint operation of the City of Spokane and County of Spokane, Washington

By: Lawrence J. Krauter  
Lawrence J. Krauter, its Chief Executive Officer

Date: 1/6/21

**BUYER'S ACKNOWLEDGEMENT**

Buyer hereby acknowledges that:

1. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
2. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
3. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
4. This information is for disclosure only and is not intended to be a part of the written agreement between Buyer and Seller.
5. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL AND CURRENT KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement under RCW 64.06, and hereby waives, to the extent permissible, any and all rights to receive a Seller Disclosure Statement. Buyer understands that this Environmental Seller Disclosure Statement is not the entire Seller Disclosure Statement, but is that portion that Seller may be required to deliver under RCW 64.06.010(7).

Buyer: AT ACQUISITIONS, LLC, a Washington limited liability company

By: Tim Wolff  
Name: Timothy M. Wolff  
Its: Manager

Date: 01/06/2021

**SPOKANE AIRPORT BOARD  
ENVIRONMENTAL SELLER DISCLOSURE STATEMENT**

**EXPLANATIONS FOR \*YES\* ANSWERS (IF ANY):**

**SPOKANE AIRPORT BOARD  
ENVIRONMENTAL SELLER DISCLOSURE STATEMENT**

**EXHIBIT A  
SELLER PROPERTY LEGAL DESCRIPTION**

The following real property identified by the Spokane County Assessor as tax parcel number:

153653.9025


SIGNATURE  
CERTIFICATE



REFERENCE NUMBER  
0988A353-F1C3-49B0-8E90-867181C1401C

TRANSACTION DETAILS	DOCUMENT DETAILS
<b>Reference Number</b> 0988A353-F1C3-49B0-8E90-867181C1401C	<b>Document Name</b> PSA for 30A at McFarlane
<b>Transaction Type</b> Signature Request	<b>Filename</b> psa30amcfarlane1620_02344648x9f871_.pdf
<b>Sent At</b> 01/06/2021 16:13 EST	<b>Pages</b> 49 pages
<b>Executed At</b> 01/06/2021 16:15 EST	<b>Content Type</b> application/pdf
<b>Identity Method</b> email	<b>File Size</b> 1.39 MB
<b>Distribution Method</b> email	<b>Original Checksum</b> 0518aeb926fde38702b12d93e6ec5a2ef9b7f14757ceb1ffc04d0408fc81a825
<b>Signed Checksum</b> 70f49d97c491786427346bba53a87db0e6c1fb530ca4fa22c08ca03285090ba3	
<b>Signer Sequencing</b> Disabled	
<b>Document Passcode</b> Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<b>Name</b> Timothy M. Wolff	<b>Status</b> signed	<b>Viewed At</b> 01/06/2021 16:14 EST
<b>Email</b> tim@atindustrialco.com	<b>Multi-factor Digital Fingerprint Checksum</b> 21ec115ec098b660b9f56b5ca4ab475a225a42dbe8e86e71c203de552f95887a	<b>Identity Authenticated At</b> 01/06/2021 16:15 EST
<b>Components</b> 5	<b>IP Address</b> 66.210.44.135	<b>Signed At</b> 01/06/2021 16:15 EST
	<b>Device</b> Firefox via Mac	
	<b>Typed Signature</b> 	
	<b>Signature Reference ID</b> 755BBD35	

AUDITS

TIMESTAMP	AUDIT
01/06/2021 16:13 EST	Brady Peterson (bpeterson@lukins.com) created document 'psa30amcfarlane1620_02344648x9f871_.pdf' on Chrome via Windows from 66.195.40.82.
01/06/2021 16:13 EST	Timothy M. Wolff (tim@atindustrialco.com) was emailed a link to sign.
01/06/2021 16:14 EST	Timothy M. Wolff (tim@atindustrialco.com) viewed the document on Firefox via Mac from 66.210.44.135.
01/06/2021 16:15 EST	Timothy M. Wolff (tim@atindustrialco.com) authenticated via email on Firefox via Mac from 66.210.44.135.
01/06/2021 16:15 EST	Timothy M. Wolff (tim@atindustrialco.com) signed the document on Firefox via Mac from 66.210.44.135.





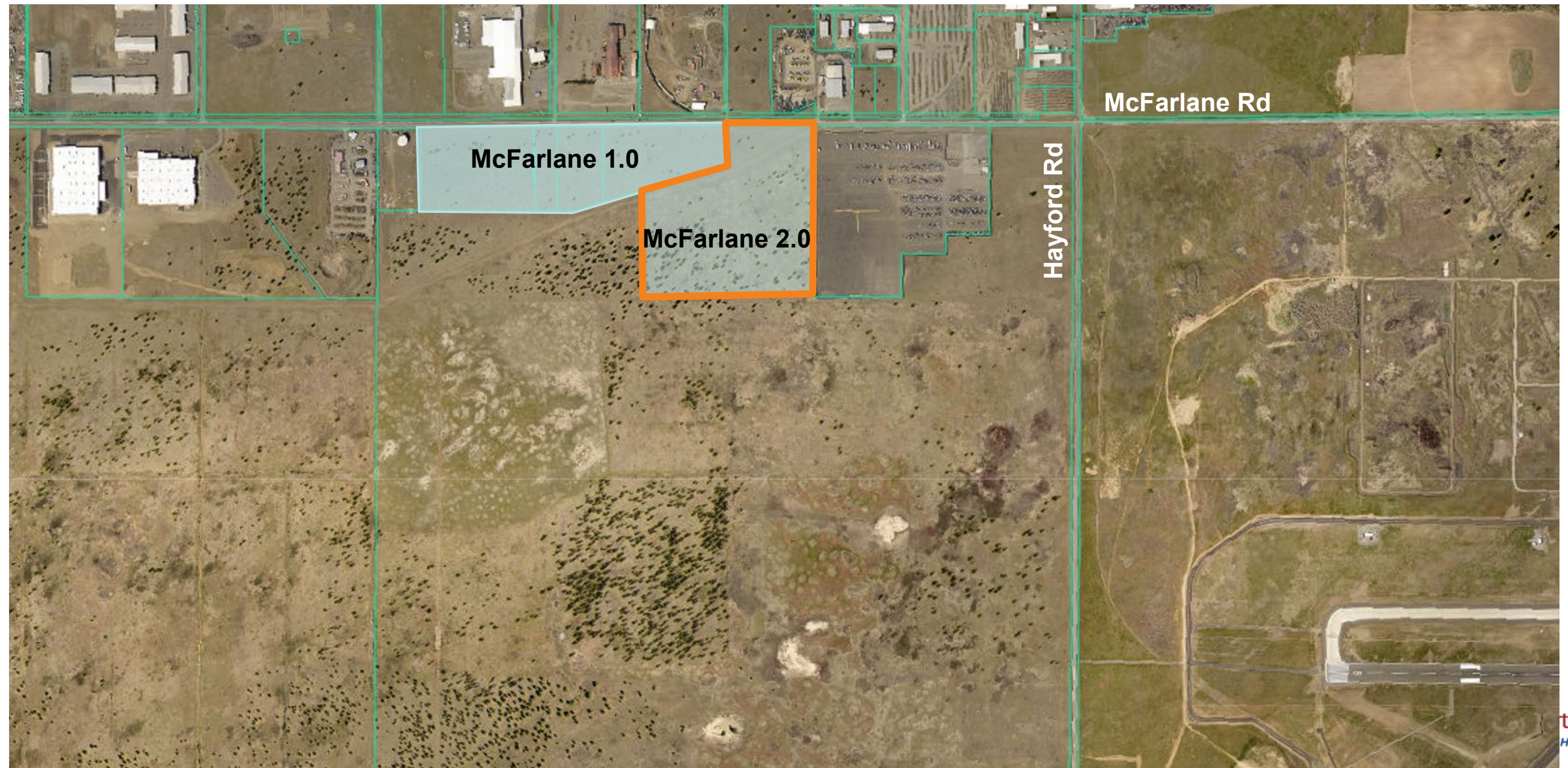
**PSA and PSA Amendment for Sale of Land  
& Right of First Refusal  
to AT Acquisitions, LLC at McFarlane Road  
Finance and Administration Committee  
August 16, 2021**



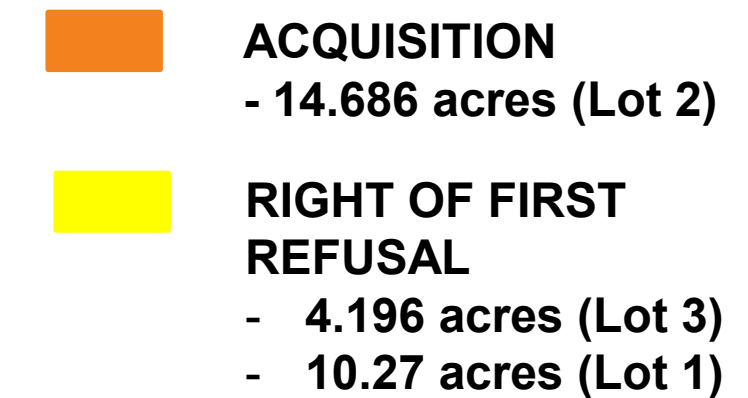
**Spokane International Airport**  
GEG – GENERATING ECONOMIC GROWTH



# Overview of McFarlane 1.0 and McFarlane 2.0 (subject of PSA and ROFR)







GENERAL NOTES:

1. PROPERTY LINE BEARINGS AND DISTANCES AS WELL AS SITE AREA CALCULATIONS ARE PROVIDED FOR ZONING AND PERMIT REVIEW ONLY. REAL PROPERTY LEGAL DESCRIPTIONS AND AREA CALCULATIONS ARE TO BE PROVIDED BY A REGISTERED PROFESSIONAL SURVEYOR.

AREA SUMMARY:

PARCEL A SITE AREA: 838,680 SQFT. 14.89 ACRES (+/-)

BUILDING A 203,840-SQFT, 32% COVERAGE

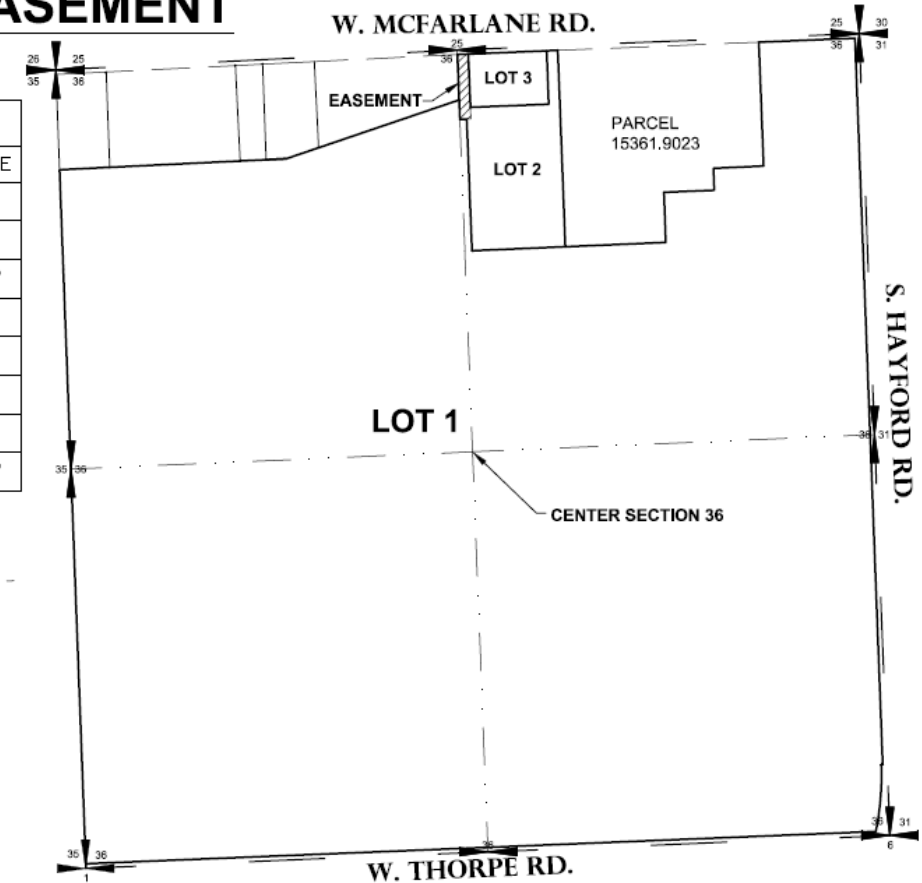
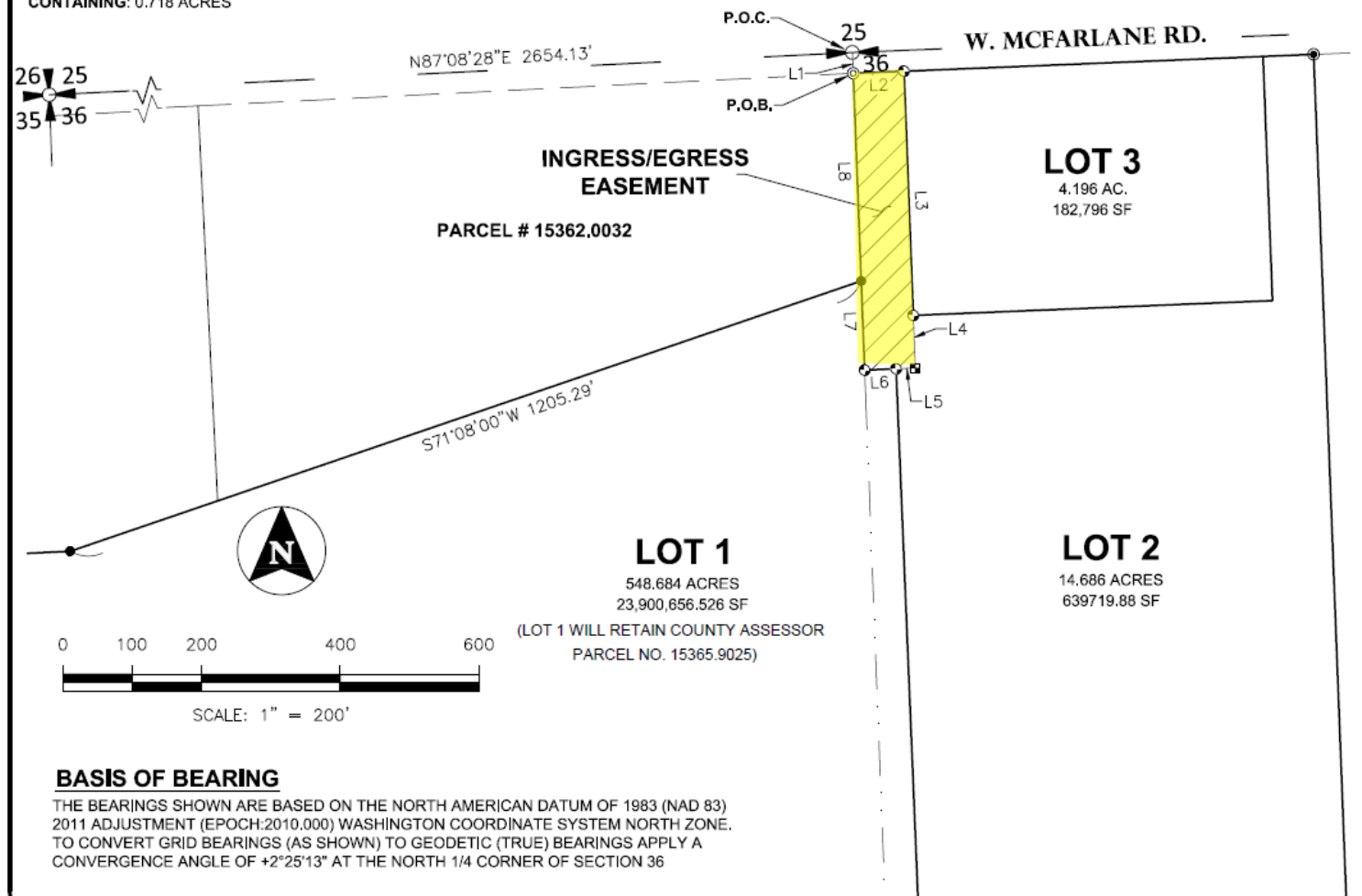
## Access Easement

### RETAINED AIRPORT ACCESS EASEMENT

#### EASEMENT LEGAL DESCRIPTION

A STRIP OF LAND WITHIN THE NW QUARTER OF THE NE QUARTER OF SECTION 36 TOWNSHIP 25N RANGE 41E, W.M., SPOKANE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
**COMMENCING** AT THE NORTH QUARTER CORNER OF SECTION 36 MONUMENTED WITH A 2" OUTSIDE DIAMETER IRON PIPE FILLED WITH CONCRETE AND A SMALL STEEL PIN, INSIDE A MONUMENT CASE, FROM WHICH THE NORTHWEST CORNER OF SECTION 36 MONUMENTED WITH A 2-1/2" BRASS CAP PLS 9967 INSIDE A MONUMENT CASE, BEARS S87°08'28"W 2654.13';  
 THENCE S2°11'12"E 30.00' TO THE SOUTHERLY RIGHT OF WAY LINE OF W. MCFARLANE ROAD MONUMENTED WITH A 5/8" REBAR AND BLUE PLASTIC CAP MARKED TO ENGINEERS PLS 46153, SAID REBAR BEING THE NORTHEAST CORNER OF EXISTING SPOKANE COUNTY PARCEL NUMBER 15362.0032, THE NORTHWEST CORNER OF LOT 2 OF THE SHORT PLAT AIRPORT PARCEL 3 A.T. ACQUISITIONS, AND THE **POINT OF BEGINNING**;  
 THENCE; N87°38'42"E 73.00' ALONG SAID RIGHT OF WAY TO THE NORTHWEST CORNER OF LOT 3 OF SAID SHORT PLAT, MONUMENTED WITH A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444; THENCE S2°12'29"E 352.66' ALONG THE WESTERLY LINE OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3 MONUMENTED WITH A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED T-O ENGINEERS PLS 57444; THENCE CONTINUING S2°12'29"E 76.00' TO THE SOUTHEAST CORNER OF THE EASEMENT; THENCE S87°38'24"W 27.57' TO A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444; THENCE CONTINUING S87°38'24"W 45.51' TO THE WEST CORNER OF SAID LOT 2 AND THE SOUTHWEST CORNER OF THE EASEMENT, MONUMENTED WITH A 5/8" REBAR AND YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444; THENCE N2°10'15"W 128.71' ALONG THE WESTERLY BOUNDARY OF SAID LOT 2 TO THE SOUTHEAST CORNER OF SAID PARCEL NUMBER 15362.0032 MONUMENTED WITH A 1/2" REBAR AND YELLOW PLASTIC CAP MARKED BENTHIN PLS 13315, THENCE N2°12'32"W 299.95' ALONG THE WESTERLY LINE OF SAID LOT 2 AND EASTERLY LINE OF SAID PARCEL NUMBER 15362.0032, TO THE **POINT OF BEGINNING**.  
 CONTAINING: 0.718 ACRES

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S02°11'12"E	30.00'
L2	N87°38'42"E	73.00'
L3	S02°12'29"E	352.66'
L4	S02°12'29"E	76.00'
L5	S87°38'24"W	27.57'
L6	S87°38'24"W	45.51'
L7	N02°10'15"W	128.71'
L8	N02°12'32"W	299.95'



#### LEGEND

- INGRESS EGRESS EASEMENT
- SOUTHEAST CORNER OF EASEMENT, NOTHING SET
- 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED TO ENGINEERS PLS 57444
- 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED BENTHIN PLS 13315
- 5/8" REBAR WITH BLUE PLASTIC CAP MARKED TO ENGINEERS PLS 46153
- SOUTH RIGHT OF WAY OF W. MCFARLANE ROAD.
- P.O.B.** POINT OF BEGINNING
- P.O.C.** POINT OF COMMENCEMENT

#### NOTE

LOTS 1 THRU 3 SHOWN ON MAP ARE FROM THE SHORT PLAT NAMED AIRPORT PARCEL 3 A.T. ACQUISITIONS



LEASEHOLDER:

**SPOKANE AIRPORT**

DATE: JUNE 09, 2021

SHEET 1 OF 1

9000 West Airport Dr., Ste. 204  
Spokane, WA 99224





## PSA and Amendment to PSA with AT Acquisitions, LLC

- PSA executed on January 6, 2021, subject to Board approval once the review period and exact definition of land to be acquired and land to be placed in Right of First Refusal.
- Initial PSA included 30 Acres of property adjacent to the 30-Acres previously acquired by AT Acquisitions, LLC.
- FAA land release complete.
- Earnest money of \$30,000 deposited in escrow.
- PSA requires AT to purchase a minimum of 10 acres of property at closing.
- Right of First Refusal for property not acquired at closing requires payment of \$20,000.
- AT has indicated that they want to close on 14.686 Acres of the 30 acre area.
- Appraised value of land is \$1.25 psf which results in a purchase price of \$799,652.70.
- No broker involved in transaction.
- Avigation easement to be recorded over property.
- Closing scheduled not later than October 15, 2021.



## Requested Action

- Approve Joint Resolution authorizing the Purchase and Sale Agreement and PSA Amendment with AT Acquisitions, LLC for sale of 14.686 Acres of land in the amount of \$799,652.70 and to place 14.466 Acres of land into a Right of First Refusal for a payment of \$20,000.

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

08/30/2021

**Date Rec'd**

8/18/2021

**Clerk's File #**

RES 2021-0073

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

CITY COUNCIL

**Contact Name/Phone**SHAUNA 625-6250  
HARSHMAN**Project #****Contact E-Mail**

SHARSHMAN@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Resolutions

**Requisition #****Agenda Item Name**

0320 PARKING KIOSK RESOLUTION

**Agenda Wording**

A resolution to replace existing parking meters in the Downtown retail core with pay-by-plate multi space parking kiosks in the Downtown retail core on all block faces with at least six meters.

**Summary (Background)**

This resolution sets City of Spokane parking meter/kiosk policy consistent with the recently enacted Spokane Downtown Plan and the 2019 Downtown Parking Study recommendations.

Lease? NO

Grant related? NO

Public Works? NO

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

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

**Study Session\Other**

8/23 PIES

**Division Director****Council Sponsor**

CP Beggs

**Finance**

WALLACE, TONYA

**Distribution List****Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

## RESOLUTION NO. 2021-0073

A Resolution to replace existing parking meters in the Downtown retail core with pay-by-plate multi space parking kiosks in the Downtown retail core on all block faces with at least six meters.

**WHEREAS**, all major cities surveyed, including those recommended by the City's parking consultant, are transitioning to parking kiosks as the primary payment technology; and

**WHEREAS**, kiosks support greater use of wireless payment technology from the comfort of a user's vehicle; and

**WHEREAS**, kiosks and wireless payment technology are likely to substantially reduce labor and maintenance costs over time; and

**WHEREAS**, kiosks are likely to reduce the visual clutter that blanket city streets; and

**WHEREAS**, kiosks and wireless payment technology will facilitate parking incentive programs offered by local businesses, allow free parking during the first fifteen minute and other amenities; and

**WHEREAS**, kiosks work best with the new enhanced license plate reader enforcement technology being adopted by the City of Spokane; and

**WHEREAS**, kiosks still allow payment by coins and cards for those who prefer those payment options while substantially encouraging wireless payment; and

**WHEREAS**, kiosks allow preservation of decorative parking stanchions that can be retrofitted to serve as bicycle parking stands, mark individual spaces and allow for reserved space meter hoods; and

**WHEREAS**, kiosks still allow for preservation of short stay meter spaces that benefit restaurants and other businesses that offer customer pickup.

**NOW, THEREFORE, BE IT RESOLVED** that it is the City of Spokane parking policy, consistent with the recently enacted Spokane Downtown Plan and the 2019 Downtown Parking Study recommendations, to promptly replace all existing parking meters in the Downtown retail core with parking kiosks on all block faces with at least six meters, while retaining parking stanchions as needed to mark parking spaces, provide bicycle parking and reserved space hoods.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2021.

---

City Clerk

Approved as to form:

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Assistant City Attorney



## City of Spokane

### City Council

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TO: City Council Members

FROM: Shauna Harshman, Manager of Neighborhood Connectivity Initiatives

DATE: August 19, 2021

RE: Parking Kiosk Resolution Memo

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#### Overview

The City of Spokane is moving forward with implementing recommendations from the 2019 Parking Study, and the recent Downtown Plan update. Both of these documents have found that the Downtown parking system lacks cohesion and provides a poor user experience. A substantial effort is underway to improve parking Downtown through improved on street management, technology, shared parking, and branding and wayfinding to better manage existing parking resources.

The advantages of moving from individual parking meters to a unified kiosk system include decreased labor burden for staff to collect fares, decreased maintenance and vandalism costs, reduced visual clutter, and increased options for payment for community members.

#### Consistency with Downtown Plan

This update to the City's downtown specific plan is strongly supportive of improvements to the parking environment both on and off street. Support for moving to a coordinated system is found in the following goals and actions.

*One of the key findings from the Existing Conditions Report of the Downtown Plan is:*

The parking system lacks cohesion and provides a poor user experience: A substantial effort is underway to improve parking Downtown through improved on street management, technology, shared parking, and branding and wayfinding to better manage existing parking resources.

Goal W02 is to leverage parking management to improve Downtown and enhance the Paid Parking Zone.

W02.3 ACTION: Develop and maintain parking revenue scenarios for on-street parking to effectively implement parking demand management and new upgrades to the best available technologies in the Paid Parking Zone.

#### Conclusion

One of the current challenges is the diversity of payment technology with multiple meter types, mobile payment apps, and pay-by-plate systems creating a less user-friendly system. Action steps call to transition to a single and consistent meter type for on-street parking. Specifically kiosks and meters should allow for integration with use of License Plate Reader (LPR) enforcement.

Implementation strategies in the Downtown plan call for streamlining payment systems and identifies the first key action as transitioning to a single and consistent meter type for on-street parking ensuring multiple payment options are provided. This streamlining may be accelerated by moving towards a kiosk system, and that would enable greater consistency between private lots and on-street parking as many private lots have already transitioned to kiosk systems.

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

08/30/2021

**Date Rec'd**

8/17/2021

**Clerk's File #**

ORD C36103

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

CITY CLERK

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

TERRI PFISTER 625-6354

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

TPFISTER@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

0260 - ORDINANCE AMENDING SMC 1.01.040

**Agenda Wording**

Ordinance relating to the executive and administrative organization of the City; amending section 1.01.040 of the Spokane Municipal Code.

**Summary (Background)**

This amendment allows the City Clerk to amend the titles of City departments referenced in the SMC any time amendments to the Executive and Administrative Organization under Chapter 3.01A SMC are made. For example, Ordinance C35992 amending sections of Chapter 03.01A SMC updated the title of Asset Management Group to the Facilities Management Department. However, the title of Asset Management still appears throughout the code. This is one example. There are various other titles that need updating throughout the SMC to match the executive and administrative organizational changes under 3.01A SMC that have been adopted by the City Council.

Lease? NO

Grant related? NO

Public Works? NO

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

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

PFISTER, TERRI

**Study Session\Other**

Finance - 8/16/2021

**Division Director****Council Sponsor**

CM Wilkerson

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

mpiccolo@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

twallace@spokanecity.org

**Additional Approvals**

ablain@spokanecity.org

**Purchasing**

## Briefing Paper

### Finance and Administration Committee

<b>Division &amp; Department:</b>	City Clerk
<b>Subject:</b>	Ordinance allowing amendments to SMC regarding department titles
<b>Date:</b>	8/16/2021
<b>Author (email &amp; phone):</b>	<a href="mailto:tpfister@spokanecity.org">tpfister@spokanecity.org</a> ; 625-6354
<b>City Council Sponsor:</b>	Council Member Wilkerson
<b>Executive Sponsor:</b>	Chief Financial Officer Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration Committee
<b>Type of Agenda item:</b>	<u>Consent</u> Discussion      Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Policy
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Allows the City Clerk the authority to amend the code as necessary to reflect amendments adopted by the City Council to the titles of city departments set out in chapter 3.01A SMC.
<b>Background/History:</b> <p>Ordinances relating to the executive and administrative organization of the City under chapter 3.01A SMC have been passed amending and changing the titles of city departments. However, the “old” titles still appear throughout code and have not been amended to match the titles under Chapter 3.01A. For example, Ordinance C35992 amending sections of Chapter 03.01A SMC updated the title of Asset Management Group to the Facilities Management Department. However, the title of Asset Management still appears throughout the code. This is one example. There are various other titles that need updating throughout the SMC to match the executive and administrative organizational changes under 3.01A SMC that have been adopted by the City Council. Under section 1.01.040 of the SMC, the City Clerk does have the authority to correct clerical or typographical errors and to make technical or editorial changes, such as recodifying or renumbering (including relettering) provisions as necessary. This proposed amendment to the code would explicitly allow the City Clerk to amend the titles of City departments any time amendments to the Executive and Administrative Organization under Chapter 3.01A SMC are made.</p>	
<b>Executive Summary:</b> This ordinance allows the City Clerk the authority to amend the code as necessary to reflect amendments adopted by the City Council to the titles of city departments set out in chapter 3.01A.SMC.	
<b>Budget Impact:</b> <p>Approved in current year budget? <input type="checkbox"/> Yes      <input type="checkbox"/> No (for 2020) N/A          Annual/Reoccurring expenditure? <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No          If new, specify funding source:          Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impact:</b> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No          Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No          Specify changes required: Amendment to SMC as described above          Known challenges/barriers: None</p>	

## **ORDINANCE C36103**

An ordinance relating to the executive and administrative organization of the City; amending section 1.01.040 of the Spokane Municipal Code.

Now, therefore, the City of Spokane does ordain:

Section 1. That Section 1.01.040 of the Spokane Municipal Code is amended to read as follows:

### **1.01.040 Amendment of Code**

- A. The City Council interprets the last sentence of Charter section 21 as prescribing a method of amendment and not as prescribing a minimum unit of text which may be amended. Charter section 21 provides that this code may not be amended by that parliamentary method known as insert and/or strikeout; rather, amendment is by setting forth the entire text of the provision as amended. For example, the addition of two words to SMC 1.01.030(B) may not be accomplished in the form: "That SMC 1.01.030(B) be amended by inserting the words 'may be' before the word 'cited.'" Rather, that addition is to be in the form: "That SMC 1.01.030(B) be amended to read as follows: B. The Spokane Municipal Code may be abbreviated and may be cited as 'SMC.'"
- B. Any logical unit of text may be amended, whether it be designated a section, subsection, paragraph, or other subdivision.
- C. As may be provided by council rules of procedure, this section does not prevent the council from adopting a motion that an existing or proposed ordinance be amended by inserting and/or striking out words or paragraphs, but such amendment is not effective until embodied in a filed ordinance setting forth in final form the provision as amended.
- D. As a matter of policy when clarity will be aided, the City follows the amendatory format of the Washington State Code Reviser, whereby:
  - 1. Language (including punctuation) to be deleted is set forth in full and enclosed in double parentheses or brackets (and may be lined out by hyphens or italicized);
  - 2. New matter to be added is underlined, unless an entire new section, subsection, or other unit is being added; and
  - 3. Deletions precede additions.

- E. The City Clerk has the authority to correct clerical or typographical errors and to make technical or editorial changes, such as recodifying or renumbering (including relettering) provisions, in this code as necessary.
- F. The City Clerk has the authority and shall amend the code as necessary to reflect amendments adopted by the City Council to the titles of city departments set out in chapter 3.01A.SMC.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date