

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings (effective Monday, March 14, 2022). City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the March 28, 2022, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of March 28, 2022:

1:15 p.m. Committee Meeting: 1-408-418-9388; access code: 2491 952 4023; password: 0320

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 018 9050; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2496 988 5514; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2480 676 7327; password: 0320

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, March 28, 2022. You must sign up by 6:00 p.m. to be called on to testify. Sign up forms will be available outside of Council Chambers for in-person attendees.

Those wishing to give testimony virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

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, MARCH 28, 2022

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 JONATHAN BINGLE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER ZACK ZAPPONE

**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 relating to City affairs but 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 print his or her name and address on the sheet provided at the entrance and verbally identify themselves by name, city of residence 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 my.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. 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

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | | |
|----|--|----------------|---------------|
| 1. | Three-year and two-month Value Blanket with Cascade Engineering, Inc. (Grand Rapids, MI) for purchase of automated solid waste carts utilizing Sourcewell Cooperative Purchasing Contract No. 041217-CEI—estimated annual expenditure \$800,000 (incl. tax). (Council Sponsor: Council Member Stratton)
Chris Averyt | Approve | OPR 2022-0218 |
| 2. | Multiple Family Housing Property Tax Exemption Conditional Agreements with: | Approve
All | |
| | a. McKinley School, LLC for the future rehab construction of approximately 4 buildings of 22+ units each, at Parcel No. 35163.3001, commonly known as 120 N. Magnolia Street. | | OPR 2022-0220 |
| | b. LTS, LLC for the future rehab construction of approximately 136 units, at Parcel Nos. 35173.0504 & 35173.0408, commonly known as 134 & 190 E. Spokane Falls Blvd. | | OPR 2022-0221 |

(These Conditional Agreements 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.) (Council Sponsors: Council Members Cathcart and Bingle)

Teri Stripes

- | | | | |
|----|--|------------------------------------|---------------|
| 3. | Report of the Mayor of pending: | Approve &
Authorize
Payments | CPR 2022-0002 |
| a. | Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2022, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | | |
| b. | Payroll claims of previously approved obligations through _____, 2022: \$_____. | | CPR 2022-0003 |
| 4. | City Council Meeting Minutes: _____, 2022. | Approve
All | CPR 2022-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chambers)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Park Board: One Appointment

Approve

CPR 1981-0402

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36161 passed by the City Council December 13, 2021, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C36184

Park Fund

1) Increase revenue by \$132,895.

A) Of the increased revenue, \$132,895 is provided solely for an Association of Washington Cities (AWC) reimbursable grant in the Parks and Recreation Department.

2) Increase appropriation by \$132,895.

B) Of the increased appropriation, \$132,895 is provided solely for Summer Experiences & Enrichment for Kids (SEEK) expenses in the Parks and Recreation Department.

(This action arises from the need to accept the AWC's SEEK reimbursable grant.) (Council Sponsors: Council Members Stratton and Zappone)

Garrett Jones

ORD C36185

Park Fund

1) Increase appropriation by \$1,300,000.

A) Of the increased appropriation, \$1,300,000 is provided solely for an operating transfer out in the Parks and Recreation Department to the Park Cumulative Reserve Department.

and

Cumulative Reserves Fund, Park Department, and Capital Purposes Fund

2) Increase revenue by \$1,300,000.

B) Of the increased revenue, \$1,300,000 is provided solely as an operating transfer in from the Parks and Recreation Department to the Park Cumulative Reserve Department.

3) Increase appropriation by \$1,300,000.

C) Of the increased appropriation, \$1,300,000 is provided solely for other improvements in the Park Cumulative Reserve Department.

(This action arises from the need to use Park Fund unappropriated reserves to fund Park capital improvements.) (Council Sponsors: Council Members Stratton and Zappone)

Garrett Jones

NO EMERGENCY ORDINANCES

NO RESOLUTIONS

NO FINAL READING ORDINANCES

FIRST READING ORDINANCE

ORD C36186

Relating to traffic control device visibility and vegetation control along roadways amending Chapter 12.02, Article 1 and Chapter 12.02, Article 5 of Title 12 Spokane Municipal Code. (Council Sponsors: Council President Beggs and Council Member Wilkerson)

Inga Note

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

**Motion to Approve Advance Agenda for March 28, 2022
(per Council Rule 2.1.2)**

OPEN FORUM

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. A sign-up form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Those wishing to comment virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

ADJOURNMENT

The March 28, 2022, Regular Legislative Session of the City Council will be held and is adjourned to April 11, 2022.

Note: The regularly scheduled City Council meeting for Monday, April 4, 2022, has been canceled.

NOTES



Agenda Sheet for City Council Meeting of:

03/28/2022

Date Rec'd	3/3/2022
Clerk's File #	OPR 2022-0218
Renews #	

Submitting Dept	SOLID WASTE COLLECTION	Cross Ref #	
Contact Name/Phone	CHRIS AVERYT 625-6540	Project #	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG	Bid #	CO-OP
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4500 VALUE BLANKET ORDER FOR AUTOMATED SOLID WASTE CARTS		

Agenda Wording

Three-year and two-month value blanket order with Cascade Engineering, Inc. (Grand Rapids, MI) for the purchase of automated solid waste carts -- estimated annual expenditure \$800,000 (including tax).

Summary (Background)

The City of Spokane provides carts for the automated collection of garbage, recycling and organics. Purchase of new carts allows an inventory of available carts for replacement, size changes and new account growth. Automated collection has been successful in reducing employee injuries and increasing efficiency. This value blanket order is based off Sourcewell Cooperative Purchasing Contract #041217-CEI which was awarded to this vendor from an RFP issued by Sourcewell in 2021. (continued...)

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 450,000 estimated	# 4500-45100-37148-53502
Expense	\$ 350,000 estimated	# 4500-44200-37148-53502
Select	\$	#
Select	\$	#

Approvals

Dept Head	AVERYT, CHRIS
Division Director	MILLER, KATHERINE E
Finance	ALBIN-MOORE, ANGELA
Legal	ODLE, MARI
For the Mayor	ORMSBY, MICHAEL

Additional Approvals

Purchasing	PRINCE, THEA
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Council Notifications

Study Session\Other	Urban Exp 03.14.2022
Council Sponsor	Stratton

Distribution List

caveryt@spokanecity.org
rschoonover@spokanecity.org
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Tax & Licenses
tprince@spokanecity.org
rhughes@spokanecity.org
kdeatrich@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The Sourcewell contract expires May 28, 2025 and can be extended for up to one (1) additional year. Solid Waste Collection would like the expiration of this value blanket to align with those dates, including the one-year extension if granted by Sourcewell, for a maximum term of four (4) years and two (2) months.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#

Distribution List

jtieken@spokanecity.org	
matt.maes@cascadeng.com	
josh.royce@cascadeng.com	
sara.merrill@cascadeng.com	

**Solicitation Number: RFP #041521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cascade Engineering, Inc., 3400 Innovation Court SE, Grand Rapids, MI 49512 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Plastic Refuse and Recycling Containers with Related Technology Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 28, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$1,000,000 per occurrence
\$1,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

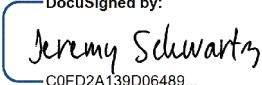
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.


22. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcwell

Cascade Engineering, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/24/2021 | 7:45 PM CDT

DocuSigned by:

By: 6841F59CBF3A404...
Scott Downer
Title: National Sales Director
Date: 5/27/2021 | 5:53 AM PDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/27/2021 | 7:55 AM CDT

RFP 041521 - Plastic Refuse and Recycling Containers with Related Technology Solutions

Vendor Details

Company Name: Cascade Engineering, Inc.

Does your company conduct business under any other name? If yes, please state: Cascade Cart Solutions

Address: 3400 Innovation Court SE
Attn: Carol Hindley - Buursma Plant
Grand Rapids, MI 49512

Contact: Matt Maes

Email: matt.maes@cascadeng.com

Phone: 507-514-1499

Fax: 616-975-4902

HST#: 38-2035180

Submission Details

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Submitted By: Matt Maes

Email: matt.maes@cascadeng.com

Transaction #: 9617f7ab-6a5a-4774-820c-35d748e90fbd

Submitter's IP Address: 174.82.214.35

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Cascade Engineering, Inc.	*
2	Proposer Address:	3400 Innovation Court SE Grand Rapids, MI 49512	*
3	Proposer website address:	www.cascadecartsolutions.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Scott Downer, National Sales Director scott.downer@cascadeng.com phone: office - 616-975-4897 / cell - 616-560-1727	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Matt Maes, National Sales Manager - Municipal matt.maes@cascadeng.com phone: cell - 507-514-1499	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Cascade Engineering Inc. (Cascade) is a "Business With A Different Mindset". Through engineering, manufacturing, and a meaningful culture we're devoted to make things better – people, planet and profit.</p> <p>Cascade, based in Grand Rapids, Michigan, is a privately held, family owned multi-business manufacturer and marketer supporting multiple brands. Cascade is certified by the Great Lakes Women's Business Council (WBENC) as a woman-owned, operated and controlled business.</p> <p>Cascade, the second largest certified "B" corporation in the world, is also a nationally recognized proponent of sustainable business practices that emphasize the key role business can play in building financial, social and environmental capital. Cascade Engineering is part of a growing community of more than 2000 Certified B Corps from 50 countries and over 130 industries, working together to redefine what success in business really means. At Cascade the B Corporation's philosophy is not new; it's what we have been all along - passionate advocates for the positive impact business can make economically, socially and environmentally.</p> <p>We manufacture for and market to a variety of industries including solid waste and recycling, automotive, commercial truck & bus, furniture, material handling, and renewable energy. Employing over 1,000 individuals across 13 facilities worldwide, the common thread weaving our businesses together is a core expertise in large-part plastic injection molding.</p> <p>Since our founding in 1973, Cascade Engineering has grown to become a leading provider of engineered plastics systems and components – and a growing array of sustainability-focused products and services that derive from our unique corporate experience. Today, sustainability is part of virtually all facets of our operations, and a growing share of our customer offering.</p> <ul style="list-style-type: none"> • Cascade has over 13 North American facilities in Michigan, Ohio, North Carolina, and Texas with additional European operations in Budapest, Hungary. • Cascade has molding operations in: <ul style="list-style-type: none"> Grand Rapids, MI Montpelier, OH Mount Airy, NC Brownsville, TX Grand Prairie, TX • Our facilities represent over 1 million sq. ft. of building space with over 115 injection molding machines ranging in size from 500 ton to 9000 ton. • Cascade currently has 1,600 employees worldwide. <p>Cascade's primary sales office is located in Grand Rapids, Michigan with satellite offices in Arizona, Florida, Illinois, Kentucky, Massachusetts, Minnesota, Mississippi, Missouri, North Carolina, Ohio, Texas, and Washington.</p> <p>Cascade's Cart division was established in 1989 and has been continuously manufacturing carts for semi and fully automated programs for over 30 years at our primary manufacturing campus in Grand Rapids, MI. As one of eleven current business units within the Family of Companies, we benefit from the combined efforts of the entire corporation. Being part of this established manufacturing company, operating for more than 40 years in multiple verticals, we have the advantage of leveraging expertise from centralized departments and supplier relationships. These business efficiencies are extended to our customer relationships thus allowing us the flexibility to collaborate with our customers on projects of all sizes. From small projects of 50 carts to large projects of 300,000 carts, multiple cart sizes, multiple waste streams...we have managed projects with every level of diversity. Since 2008, Cascade has managed the production of over 35 million carts and the curbside assembly and distribution of over 10 million carts, serving over 1,000 communities.</p>
8	What are your company's expectations in the event of an award?	<p>Cascade would be honored to once again be awarded a contract with Sourcewell and it will be our expectation to continue our relationship and work cooperatively with Sourcewell (as we have for our past two contracts, 020613-CEI and 041217-CEI) to bring our products, services, and knowledge of Sourcewell and the benefits of this cooperative purchasing contract to our current and potential customers. With our Sourcewell contract experience and expertise and extensive customer base, we have the ability to introduce customers to Sourcewell and explain the advantages of belonging to the Sourcewell purchasing alliance.</p>
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>See Cascade Engineering's D&B report included in the Documents Section.</p>

10	What is your US market share for the solutions that you are proposing?	As a member of NWRA (National Waste and Recycling Association), Cascade participates in the Market Statistic Program, which began in 1994, and has access to this market share information. Based on submission of confidential information to an independent third party program administrator, Cascade is able to monitor its market share on a quarterly basis. Since 2012 Cascade's market share has averaged 18 to 23%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Cascade is continually seeking opportunities in the Canadian market and will continue to focus on this market area. If awarded a contract, we will work cooperative with Sourcewell to enhance our presence in this North American sector.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>Cascade is best described as a manufacturer and has been continuously manufacturing carts for semi and fully automated programs for over 30 years at our primary manufacturing campus in Grand Rapids, Michigan.</p> <p>The Cascade Cart Solutions business is a division of Cascade Engineering, Inc. As one of eleven current business units within the Family of Companies, we benefit from the combined efforts of the entire corporation. Being part of this established manufacturing company, operating for more than 48 years in multiple verticals, we have the advantage of leveraging expertise from centralized departments and supplier relationships. These business efficiencies are extended to our customer relationships.</p> <p>Cascade has a strong relationship with its sales/service force and distributor network. The National Sales Director and National Sales Manager-Municipal communicate with team members on a daily basis to discuss opportunities, scheduling, and any concerns/challenges they may have. Members of our sales/service force are employees of Cascade Engineering, Inc. Cascade has an extensive distributor network throughout the United States and Canada. These distributors are not employees of Cascade Engineering; they are independently owned and operated businesses and work with the Regional Sales Manager in their territory to manage their customer base.</p> <p>The Cascade team and our distributor network work together to provide the best products, services and value to our customers via our Sourcewell contract.</p>	*

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Cascade Engineering is a manufacturer and as such no certifications or licenses are required to conduct business. However, we believe industry and business certifications are important in being a leader in manufacturing. For these reasons Cascade holds the following certifications:</p> <ol style="list-style-type: none"> 1. WBE (Women's Business Enterprise) - Cascade Engineering is certified as a WBE through the Women's Business Enterprise National Council (WBENC), the nation's largest third party certifier of businesses owned and operated by women in the US. We recognize the commitment to supplier diversity that is embraced by corporations and government agencies today, and we can add diversity to your supply chain. 2. PRFC (Partners for a Racism Free Community) - The PRFC recognizes Cascade Engineering as a Credentialed Partner, their highest level of certification. We're proud to be the only Michigan manufacturer with this designation. 3. Certified B Corp - As a certified B Corp, we're working to be the best - in the world and for the world. Using business as a force for good, B Corps meet rigorous standards in social and environmental performance, transparency, and legal accountability. We're proud to be part a growing community of more than 2000 Certified B Corps from 50 countries and over 130 industries, working together to redefine what success in business really means. 4. IATF 16949:2016 (International Automotive Task Force) - Cascade Engineering is dedicated to providing quality product to customers through standardized systems and exceeding customer specific requirements. 5. ISO 14001:2015 (International Organization for Standardization) - With constant dedication to our environment, we manage environmental progress and initiatives through our Environmental Management System (EMS), which is accredited to ISO 14001:2015 Standards. 6. ISO 90001:2015 (International Organization for Standardization) - Our Quality management system is in conformance with the International Quality System Standard ISO 9001:2015. 7. ISO/IEC 17025:2017 (A2LA Accreditation) - Our dedicated, in-house team offers material analysis, problem solving, reverse engineering, development, testing, specification, selection, and replacement. From our A2LA accredited laboratory, Cascade Engineering's Materials Engineering Group (MEG) works with spectroscopy, microscopy, mechanical and thermal analysis equipment to formulate ideal material solutions. 8. LEED Certified for Mt. Airy, NC & Grand Rapids, MI locations - Our commitment to sustainability surrounds us every day. Our Corporate Office was awarded Platinum designation in 2007—the highest level within the LEED EB (existing building) rating system. That same year, our Mt. Airy facility was awarded LEED Silver certification for its construction around LEED principles. <p>In addition to the above certifications, Cascade Engineering has a number of design and technology patents both issued and pending.</p>	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2020:</p> <ul style="list-style-type: none"> Christina Keller, CEO of Cascade Engineering, Inc. named one of 50 most influential women in West Michigan Fred Keller, Founder and Chairman of the Board of Cascade Engineering, Inc. received the MSW Management's Legacy Award Herman Miller Gold Supplier Award <p>2019:</p> <ul style="list-style-type: none"> "100 Top Impact Companies" awarded by Real Leaders, Big Path Capital, and B Lab <p>2018:</p> <ul style="list-style-type: none"> Recognition by the Michigan Department of Environmental Quality's Recycling Program for consistently going above and beyond to help increase recycling across the State. Best Places To Work In West Michigan Elite Award as the large business "Best of the Best" companies to work for in the West Michigan region. Pillar of Excellence Award for Empowering Women at Work by Grand Rapids Women's Resource Center Herman Miller Gold Supplier Status
17	What percentage of your sales are to the governmental sector in the past three years	35%
18	What percentage of your sales are to the education sector in the past three years	3%
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Cascade is an awarded vendor on the following national and regional cooperative purchasing contracts with the following annual sales volumes for the past three years (2018-2020):</p> <p>SOURCEWELL</p> <p>2018 - \$7,415,925 2019 - \$4,183,079 2020 - \$4,217,659 Three Year Total - \$15,816,663</p> <p>MASSACHUSETTS DEPT. ENVIRONMENTAL PROTECTION</p> <p>2018 - \$1,536,201 2019 - \$394,629 2020 - \$527,219 Three Year Total - \$2,458,049</p> <p>HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS</p> <p>2018 - \$434,453 2019 - \$307,974 2020 - \$488,322 Three Year Total - \$1,230,749</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Cascade Engineering does not hold any GSA or Standing Offers and Supply Arrangements.

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
SOCCRA, MI	Jeff McKeen	248-288-5150
City of Indianapolis, IN	Shawn Brock	317-327-2779
City of Chicago, IL	Chris Sauve	312-774-4616
City of Buffalo, NY	Paul Sullivan	716-392-4181
City of St. Paul, MN	Kris Hageman	651-266-8866

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
SOCCRA	Government	Michigan - MI	Manufacture & distribute to individual residents solid waste & recycling containers for fully & semi automated systems. RFID tags were utilized along with an asset management service and CartLogic technology.	Project is on-going since 2017. They have purchased over 110,000 carts.	\$168,417.00	*
City of Indianapolis	Government	Indiana - IN	Manufacture & distribute to individual residents solid waste & recycling containers for fully & semi automated systems. RFID tags were utilized along with an asset management service.	Project is on-going since 2004. They have purchased over 162,000 carts.	\$902,750.00	*
City of Chicago	Government	Illinois - IL	Manufacture & distribute to individual residents solid waste & recycling containers for fully & semi automated systems. RFID tags were utilized along with an asset management service.	Over 1.4 million carts were purchased over 3 contract periods totally 14 years.	\$3,945,364.00	*
City of Buffalo	Government	New York - NY	Manufacture & distribute to individual residents solid waste & recycling containers for fully & semi automated systems. RFID tags were utilized along with an asset management service.	Project is on-going since 2011. They have purchased over 120,000 carts.	\$1,642,573.00	*
City of St. Paul	Government	Minnesota - MN	Manufacture & distribute to individual residents solid waste & recycling containers for fully & semi automated systems. RFID tags were utilized along with an asset management service.	Project is on-going since 2016. They have purchased over 179,000 carts.	\$2,945,570.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	<p>Cascade Engineering's internal sales force consists of a National Municipal Sales Manager based in Minnesota and a National Sales Director based in Michigan. Our sales team is comprised of sales managers located throughout the United States in Arizona, Florida, Kentucky, Massachusetts, Michigan, Minnesota, and Mississippi. Our team is also comprised of a team of 4 customer service representatives based out of our corporate office in Grand Rapids, MI. Our internal team has extensive sales and support experience in both the public and private sector. Cascade's Assembly, Distribution & Recovery Team includes a manager, 2 field services coordinators, 2 operations managers, and a data and analytics manager supporting the distribution and maintenance of the carts.</p> <p>In addition to our internal sales and support team Cascade has an extensive distributor network twenty-two distributors located throughout the United States and Canada.</p>	*

24	Dealer network or other distribution methods.	Cascade has a distributor network of twenty-two distributors throughout the United States and Canada and have worked with them on securing Sourcewell sales. Some of our distributor locations include: Quebec, Arizona, Connecticut, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Missouri, New Jersey, New York, Nebraska, North Dakota, Ohio, Pennsylvania, South Dakota, Texas, and Washington. All of our distributors have the capability to process orders, deliver product, and service customers within their geographic territory.	*
25	Service force.	<p>Cascade directly employs the following full-time sales/service personnel located at the manufacturing facility in Grand Rapids, MI. This group works together to manage products and process orders.</p> <p>Products & Services Group:</p> <ul style="list-style-type: none"> 1 - Customer Service Supervisor 3 - Customer Service Representatives 1 - Services Team comprised of the following: <ul style="list-style-type: none"> 1 - Assembly, Distribution & Recovery Manager 3 - Assembly, Distribution & Recovery Supervisors <p>Scheduling & Logistics Team comprised of the following:</p> <ul style="list-style-type: none"> 1 - Scheduler 1 - Logistics/Traffic Manager 1 - Traffic Coordinator 1 - Shipping & Receiving Lead & 7 shipping/receiving technicians 1 - Quality Engineer <p>Twenty-two distributors throughout the U.S. and Canada each employing their own sales team. Cascade has attended sales meetings at the distributor locations to promote our Sourcewell Contract.</p> <p>Technology Group: A technology team with expertise in the following areas:</p> <ul style="list-style-type: none"> Product Development Business Development Project Leader Business Analyst Marketing Analyst <p>Services Group - A services team comprised of the following individuals:</p> <ul style="list-style-type: none"> Operations Manager Sales Manager Environmental Services Sales Manager <p>A Field Services Crew Leader with a staff comprised of the following:</p> <ul style="list-style-type: none"> 5 - Field Service Drivers 3 - Field Service Yard Workers 1 - Field Service Crew Leader 1 - Customer Service Representative 	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Cascade's regional sales managers and customer service team work together to ensure the customer's needs are met in a timely manner. Here is a general outline of an order process when an inquiry is submitted by a Sourcewell Member:</p> <ol style="list-style-type: none"> 1) Cascade team member prepares a quotation based on product request by the Sourcewell Member and send to the Sourcewell member. 2) Sourcewell member submits either a written PO or signed quotation to Cascade. 3) Final artwork, labeling and colors are finalized by Cascade and approved by Sourcewell Member. 4) The order is sent to Cascade's manufacturing team for scheduling & production. 5) Carts are produced and normally ship within 30-45 days after receipt of order and final approved artwork. 6) Cascade logistics team contacts Sourcewell Member to schedule delivery. 7) Order is delivered to Sourcewell Member. 8) Sourcewell Member is invoiced. 	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Cascade has the ability and will provide products and services to Sourcewell participating entities in the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Cascade has the ability and will provide products and services to Sourcewell participating entities in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Cascade will fully service all geographic areas of the United States and Canada through this proposed contract.	*

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Cascade will fully service all Sourcewell participating entity sectors through this proposed contract.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Cascade does not have any specific contract requirements or restrictions that would apply to participating entities in Hawaii, Alaska, and in US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Cascade will continue to market and promote Sourcewell the following ways: <ul style="list-style-type: none"> - National Trade Shows <ul style="list-style-type: none"> - Attend two national tradeshow displaying the Sourcewell banner and Sourcewell marketing materials in our booth. - Regional Trade Shows <ul style="list-style-type: none"> - Regional Sales Managers attend regional tradeshow displaying the Sourcewell banner and Sourcewell marketing materials in our booth. - Advertising in national industry publications - Direct links and information on the Cascade website - Social Media <ul style="list-style-type: none"> - LinkedIn, Facebook, YouTube - Sourcewell is promoted in the footer of the Cascade team's email signatures - Customized touch point marketing materials - Electronic mail marketing 	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Cascade uses technology in a multitude of ways to promote the Sourcewell contract. We use: <ul style="list-style-type: none"> - Direct links to contract purchasing on the Cascade website landing page - Sourcewell is promoted in the footer of the Cascade team's email signatures - Social Media <ul style="list-style-type: none"> - LinkedIn, Facebook, YouTube -Electronic mail marketing 	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	When Sourcewell contracts are awarded (or extended) via the RFP process, it should be communicated by Sourcewell to all current members via the Sourcewell website, an email to members, or other type of social media announcement. Integration of the Sourcewell contract will be seamless as the Cascade sales teams are very familiar with Sourcewell and it's benefits. The National Municipal Sales Manager and Director of sales will continue to: <ul style="list-style-type: none"> - Promote and re-emphasize the benefits of utilizing Sourcewell - Encourage both Cascade team members as well as our sales partners to attend Sourcewell trainings such as "Get To Know You" - Work with our Sourcewell representative on other ways Cascade can be better utilizing the power of the Sourcewell contract 	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Cascade currently does not use an e-procurement ordering process. We would be open to discussions with Sourcewell regarding design/implementation of an e-procurement ordering processing that fits the Sourcewell model.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>As needed, Cascade will provide training on its line of solid waste and recycling carts and other products offered in our response.</p> <p>In addition we also offer the following:</p> <ul style="list-style-type: none"> - Pilot Programs - Design and Implementation - Service Centers - Design, Set-up and Training - Technology Products Training 	*
37	Describe any technological advances that your proposed products or services offer.	<p>At Cascade we believe that sustainability drives innovation, and the technologies that we have developed allow our customers to become more sustainable.</p> <p>EcoCart: EcoCart is the world's first cart made from Post Consumer Recycled material picked up at the residential curbside.</p> <ul style="list-style-type: none"> - Up to combined 50% total PCR (including 10% recovered curbside PCCR) depending on color <p>Additional technological advances include:</p> <ul style="list-style-type: none"> - Co-injection - Composite Lower Bar - RFID - 10 year warranty on In Mold Labels - Suite of technology products and services 	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Zero Waste to Landfill Organization since 2010. All Cascade locations are zero waste to landfill</p> <p>Certified B Corporation Since 2011 - certified by B Lab a non-profit for businesses.</p> <p>Cascade's container recovery / buy back program, a Cascade initiative.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Women's Business Enterprise - Cascade Engineering is the only certified WBE cart manufacturer in the United States. This certification is awarded by the Women's Business Enterprise National Council (WBENC), the nation's largest third party certifier of businesses owned and operated by women in the US. We recognize the commitment to supplier diversity that is embraced by corporations and government agencies today, and we can add diversity to your supply chain. In addition, This is certification helps Sourcewell participating entities meet their M/WBE requirements and goals.</p>	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>The following unique attributes differentiate Cascade from other cart manufacturers.</p> <p>WBE Certified (Women Business Enterprise) – Cascade is the only M/WBE cart manufacturer in the United States. This is a vehicle that allows Sourcewell members to meet their M/WBE requirements and goals.</p> <p>EcoCart – Cascade manufactured the first cart made from recycled PCR picked up at the residential curbside. Cascade Engineering has been actively recycling our product at the end of its useful life and incorporating as much PCR as possible in the production of products. Historically, Cascade and other cart manufacturers buy back carts at the end of their life cycle and re-introduce the material into manufacturing of new carts. While this process is a triple bottom line action that we are very proud of, it does not impact the challenges in the residential recycling market today. For this reason, we set out to find a method to utilize plastic materials that were recovered from curbside recycling programs in the manufacture of our carts. We have put significant investment in achieving this goal and have been successful in developing the first cart on the market to contain curbside PCR. Through the manufacture of the EcoCart, containing 10% curbside PCR directly out of curbside recycling programs and into our carts, we are helping to create domestic demand for curbside plastics one cart at a time.</p> <p>RFID Integration – Cascade is the only cart manufacturer to install RFID tags as standard equipment on each cart that is manufactured in our facilities. All carts are factory equipped with an RFID tag that is capable of collecting data on the container's use.</p> <p>In-mold Labeling - Our unique in-mold graphic process allows full color images to be molded directly into the lid, creating a permanent, fade-resistant bond that cannot be scratched off or damaged. In-mold graphics can be used to display safety or care</p>	

instructions, disposal and/or recycling directions, logos, and municipal seals. Not only does Cascade offer the largest in-mold label in the industry (9.5" x 14.5"), our labels are the only in-mold labels in the industry that are backed by a 10 year warranty.

Composite Lower Bar – Cascade uses a composite lower bar that has been proven to be 3.4 times stronger than hollow steel retention bars. It has a "one way" mounting feature and has been designed so it requires no rivets, screws or push pins to hold it in place.

Recycling Products – Cascade offers a complete line of in-home, business, and curbside recycling boxes.

Pink Carts (in cooperation with the American Cancer Society) - In 2009, inspired by one employee's personal story, Cascade started the pink cart program for the purpose of raising awareness and funds in the fight against breast cancer. The carts display the American Cancer Society's ® Making Strides Against Breast Cancer trademarked ribbon logo on the side. There is also a custom in-mold lid label with tips on maintaining good breast health and the importance of early detection of breast cancer as well as information about the American Cancer Society's (ACS) services. A portion of each cart sale goes to support the ACS's breast cancer awareness programs. In the past seven years, we have rolled over 150,000 Pink Carts to the curb across North America and raised over \$750,000 for the cause. Visit www.thepinkcart.com for more information.

Pilot Program Opportunities – Cascade recognizes that sometimes customers are unsure if they want or need to implement a cart program. In such instances, Cascade will work with the customer to develop a pilot program which demonstrates the benefits of curbside collection and allows the customer to "try out" our carts. Generally, a monthly rental fee is charged for the duration of the pilot program. A pilot route will be determined and program start and end dates will be agreed upon. Other parameters of the agreement will be determined and Pilot Program Agreement will be executed by both parties.

Cart Buy Back Program – Cascade is committed to environmental sustainability, helping companies and municipalities reduce their carbon footprint by recycling carts at the end of their useful life. We will recover any brand of HDPE injection molded carts and recycle bins, grind them into flake material and re-pelletize the material which then will be used in new containers made using our co-injection process. We are committed to this closed loop system and will work closely with the customer to take back containers in the most efficient way possible.

Certified B Corporation – Cascade is the first cart manufacturer to join the growing number of Certified B Corporations who are finding collective strength and voice through the power and credibility of the 'B Corp.' brand. Certified B Corporations are a type of corporation that uses the power of business to solve social and environmental problems. At Cascade the B Corporations philosophy is not new, it's what we have been all along - passionate advocates for the positive impact business can make economically, socially and environmentally.

ISO9001 Certified - Cascade Engineering was the first U.S. based cart manufacturer to be ISO9001 registered, which is a standardized quality system recognized internationally and ensures quality products, timely delivery and superior service. We manage environmental progress and initiatives through our Environmental Management System which is accredited to ISO14001 standards. As a member of the Standard Development Subcommittee that drafted the ANSI standards, our carts meet both standards set forth in ANSI Z245.30-2008 and ANSI Z245.60-2008.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Cascade Engineering's 10-year warranty covers the cost of all material and cost associated with producing and shipping replacement parts and containers.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Cascade Engineering will warranty its carts from functional failure due to defects in plastic materials or faulty workmanship or insufficient resistance to weathering while in normal use for a period of 10 years.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Cascade Engineering's warranty covers travel time for a Cascade quality or warranty manager in the event of a large warranty failure or equipment issue.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic regions in the United States or Canada where Cascade Engineering cannot supply a Sourcewell member warranty service or technical support. Cascade will work with the participating entity to resolve warranty issues on a case by case basis.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	It is Cascade's policy to manage the warranty process for all products sold by Cascade.	*
47	What are your proposed exchange and return programs and policies?	Cascade does not have an exchange program because most our product is custom orders with City seals or company logo's hot-stamped on the containers. If ever anything has to be returned because of a production error on Cascade's part the customer will not be charged.	*
48	Describe any service contract options for the items included in your proposal.	N/A	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Cascade's payment terms are 1% discount if paid within 10 days, net 45 days.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Cascade Engineering works with several leasing companies and has the ability to offer leasing or financing options to customers. Lease and finance options will be tailored to meet each customer's individual needs.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	<p>Cascade's regional sales managers and customer service team work together to ensure the customer's needs are met in a timely manner. When an inquiry is received, either by the sales manager or customer service, via the customer or distributor, a quote is generated reflecting the customer's requirements. The quote is delivered to the customer and followed up on by the sales manager. When the quote is approved, cart specifics will be determined (color, imprinting, labeling, etc.). The time required to complete this process is driven by the customer. Once all cart specifics are determined, imprinting and labeling dies will be ordered; this is generally a two week process. When sign-offs are received on final approvals, the order will be entered and scheduled into production. A unique project number is assigned to the order indicating that it is a Sourcwell sale (this used to track receivables for quarterly reports).</p> <p>At the end of each calendar quarter, Cascade's Director of Finance will generate a report of receivables for the quarter. The driving factor for this report is the unique project number assigned to the order. Using this information, the Sourcwell report is completed and emailed to Sourcwell. A check will then be issued to Sourcwell for payment of commissions due.</p>	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Cascade accepts the P-card procurement system and payment process at no additional cost to Sourcwell participating entities.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Cascade's pricing model is arranged in five sections: 1) Cascade Carts 2) Commercial Containers 3) Specialty Bins and Containers 4) Lifters 5) Technology and Services Within each category there is defined pricing; discounted pricing and order quantity requirements, if necessary. Because most all products that are offered by Cascade are customizable, there is not a SKU system.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Price discounts range from 5 to 25%.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Cascade will offer quantity or volume discounts based on the scope, size, and parameters of individual projects.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Cascade will provide sourced products and/or services at the sourcing vendors best price plus no more than a 10% markup. Freight charges will be passed along to members at Cascade's cost.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Proposal is FOB manufacturer only and does not include freight or unloading of product. When freight is included in the quote it will only include delivery to the customer's dock or location and does not include unloading. When quoting freight and the assembly and delivery optional pricing then products would qualify for "Total Cost of Acquisition". Some of the Technology products may require installation, training or inspection. Pricing for these services will vary based on the range of services requested as well as the size and scope of the project. If this is required, a quote will be provided at time of inquiry.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All Cascade Engineering pricing is FOB manufacturer. Cascade uses a variety of freight/shipping companies and will always find the least expensive shipping cost for our customers. We will check both OTR and rail quotes to find the least costly method of shipping.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All Cascade Engineering pricing is FOB manufacturer. Cascade uses a variety of freight/shipping companies and will always find the least expensive shipping cost for our customers. We will check both OTR and rail quotes to find the least costly method of shipping.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Cascade Engineering has a minimum order quantity requirement and usually does not ship orders of less than 54 containers. We understand that some of Sourcewell's 40,000 members are schools, hospitals and other government agencies that will not need to order large quantities of containers. We have set up a small order distribution program with our local Grand Rapids, MI distributor to handle orders from 1 to 53 containers. They will stock all size wheeled containers that can be shipped out in a 2 to 3 day time frame. Depending on how Sourcewell would like to set up this program, Cascade Engineering can handle all orders no matter the quantity or we can set up a small order hot line to go directly to our distributor.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>If awarded a contract, the management and administration of the contract will be the responsibility of the National Municipal Sales Manager. He will be responsible for:</p> <ul style="list-style-type: none"> • Assisting in and providing quotes to the sales team and customers based on Sourcewell contract pricing. • Working closely with the Finance Director to ensure accurate reporting and submission of required Quarterly Sales Reports. • Authorizing Cascade's Accounting Department to remit payment of administrative fees to Sourcewell. • Monitoring product line offerings and pricing and submitting Product and Price Change Requests for approval as necessary <p>As a current past and current contract awarded vendor, Cascade has met all the requirements of reporting and payment per our contract and has not been negligent on any reporting.</p>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Cascade proposes to pay a 2% administrative fee to Sourcewell. Cascade would like the opportunity to negotiate with Sourcewell a reduced administrative fee larger opportunities.</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Waste & Recycling, Organics, and Green Waste Carts: Cascade's injection molded carts have performed in the industry since 1989, and are designed to meet the standards and criteria set forth in the American National Standard ANSI Z245.60-2008 – Waste Containers-Compatibility Dimensions. Cascade's carts are designed for exceptional performance, durability, and functionality. Backed with a ten year warranty, Cascade's carts are guaranteed to the highest standards, meeting or exceeding all ANSI requirements for safety, compatibility, and performance. Our carts are compatible with all ANSI approved automated and semi-automated lifting systems.</p> <p>Cascade is continually looking for ways to improve the design characteristics of our carts to make them more user friendly in all levels of the waste stream.</p> <p>The Cascade Cart comes in four standard sizes - 32, 35, 64 and 96 gallon. Optional 20 and 48-gallon sizes are also available.</p> <ul style="list-style-type: none"> • All containers have RFID tags installed during the manufacturing process to assist in cart tracking both at the factory level and the customer level. • Factory installed lower lift bar in the cart allows economies of scale in freight charges, no hassle of installing the lift bar when the carts arrive on-site, faster residential set-outs because the crews no longer have to install the bar. • As a result of the factory installed lower lift bar, the body of the organics carts is completely sealed preventing leakage. <p>The Pink Cart: With every purchase of The Pink Cart, \$5 goes directly to the American Cancer Society® to support breast cancer initiatives both locally and nationally. With over 140,000 Pink Carts rolling to curbs each week, Cascade has helped provide ACS with over \$665,000 in funds.</p> <p>EcoCart: Our latest cart, the EcoCart, is the world's first cart made from Post Consumer Recycled material picked up at the residential curbside. The use of recycled materials in our carts is comprehensive, as we maximize the recycled content used without impacting the appearance or durability of the cart.</p> <p>Assembly & Delivery Program: Cascade's assembly & delivery program includes detailed project planning, and professional curbside delivery to your residents. Whether you're looking for basic</p>

assembly & delivery, or simultaneous assignment of carts to addresses, we will provide you with most efficient and coordinated process. We have the ability to deliver 1000 carts per day per crew. No matter how large or small the job, we can flex our team to meet your needs. We provide:

- Dedicated crews and equipment
- On-site program management
- Monday through Saturday dawn to dusk deliveries
- Delivery of literature with each cart
- Electronic assigning of assets to addresses
- Managing of inventory
- Web based daily reporting

Technology:

Cascade Cart Solutions provides a variety of technology and container tracking options to suit your needs, helping to bring visibility to your operations.

- Cart Production

- RFID Integration – Cascade is the only cart manufacturer to install RFID tags as standard equipment on each cart that is manufactured in our facilities. All carts are factory equipped with an RFID tag that is capable of collecting data on the container's use. The benefits of RFID tags at the point of production are:

- Information on production data – a.k.a. "birth certificate"
- Percent of content mix
- Press manufacturing information – date/time
- When/where it shipped

- Cart Curbside Assembly and Delivery

- With the use of handheld mobile readers, we are able to provide the following:

- Assigning a cart ID to an address location
- Provide cart and customer delivery list to create master customer list
- Provide GPS container coordinates to create route information
- Ability to take photos of deliveries

- Curbside Collection

- Through partnerships with 3rd party software companies, collection vehicles can be outfitted with a RFID reading equipment to provide them with the ability to collect information at each pick up and transmit collection data to their back office. As collection vehicles lift the smart container, the RFID equipment reads the RFID tag, which is linked to a customer account while recording the time and GPS location of pick up. With this technology, we can help you better service your customer and make your business more efficient by:

- Confirming collections – collection verification – and reducing Missed

Pick Ups

- Measuring of recycling participation
- Generating information on waste and recycling for the customer
- Determining participation rates and landfill diversion
- Maximizing profits for waste and recycling

Asset Management - Cart Logic:

CartLogic™, designed for you by Cascade Cart Solutions, is a web-based, cloud-managed asset management solution for tracking, maintaining and reporting on your entire cart fleet. Now you can see your cart data from production to the curb, and efficiently manage those assets throughout their useful lives.

As an online tool and mobile solution, CartLogic manages cart service and location information using RFID (radio frequency identification) technology, GPS systems and cloud computing. Each time a delivery, swap, repair, or removal is made the cart's RFID tag is scanned (or a serial number is entered) and the cart's location and type of service provided is recorded, generating a service history log for each cart in your fleet. This information synchronizes with CartLogic's cloud-based platform, storing all cart inventory data conveniently online.

Your cart inventory and service information will be:

- Managed in one place
- Available in real-time from anywhere through your preferred Internet-enabled device (desktop, laptop, tablet, smart phone)
- Accessible to multiple employees within your team simultaneously
- Automatically compiled into downloadable electronic reports to increase inventory transparency and account for services rendered
- Cloud-managed, allowing us to bring you data security and automatic updates without hard installation of hardware/software or scheduled maintenance downtime

65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Other products offered include:</p> <p>Recycle Bins:</p> <ul style="list-style-type: none"> - Sizes 14, 16, 18, 21, & 24 Gallon <p>Deskside / Office / Home Bins:</p> <ul style="list-style-type: none"> - 3 Gallon Deskside Recycler - 14, 28, and 41 Quart Wastebasket - 6 Gallon Multi-Recycler - 16, 20 and 23 Gallon Waste Watcher <p>Commercial Front End Load Plastic Containers:</p> <ul style="list-style-type: none"> - 2, 3, 4, 6 and 8 Yard Size Containers <p>Commercial Rear Load Plastic Containers:</p> <ul style="list-style-type: none"> - 2 and 3 Yard Size Containers <p>Lifters:</p> <ul style="list-style-type: none"> - Rotary Actuator and Cylinder Style Lifters - Custom solutions to meet the customers needs <p>Front End Load Steel Containers:</p> <ul style="list-style-type: none"> - 2, 3 and 4 Yard Sizes <p>Modular Front End Load Steel Containers:</p> <ul style="list-style-type: none"> - 2, 3 and 4 Yard Sizes <p>Commercial Steel Rear Load Containers:</p> <ul style="list-style-type: none"> - 1, 1.5, 2, 3, 4, 6 and 8 Yard Sizes <p>Commercial Steel Roll-Off Containers:</p> <ul style="list-style-type: none"> - 20, 30 and 40 Yard Sizes 	*
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Residential-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Cascade residential refuse & recycling containers come in four standard sizes - 32, 35, 64 and 96 - gallon. Optional 20 and 48-gallon sizes are also available.</p> <ul style="list-style-type: none"> - All containers have RFID tags installed during the manufacturing process to assist in cart tracking both at the factory level and the customer level. - Factory installed lower lift bar in the cart allows economies of scale in freight charges, no hassle of installing the lift bar when the carts arrive on-site, faster residential set-outs because the crews no longer have to install the bar. - As a result of the factory installed lower lift bar, the body of the organics carts is completely sealed preventing leakage. <p>Recycle Bins</p> <ul style="list-style-type: none"> - Sizes 14, 16, 18, 21, & 24 Gallon <p>Deskside / Office / Home Bins</p> <ul style="list-style-type: none"> - 3 Gallon Deskside Recycler - 14, 28, and 41 Quart Wastebasket - 6 Gallon Multi-Recycler - 16, 20 and 23 Gallon Waste Watcher <p>Commercial Front End Load Plastic Containers</p> <ul style="list-style-type: none"> - 2, 3, 4, 6 and 8 Yard Size Containers <p>Commercial Rear Load Plastic Containers</p> <ul style="list-style-type: none"> - 2 and 3 Yard Size Containers

67	Commercial and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	<input checked="" type="radio"/> Yes <input type="radio"/> No	Front End Load Plastic/Poly Containers - 2, 3, 4, 6 and Yard Size Commercial Rear Load Plastic Containers - 2 and 3 Yard Size Containers Modular Front End Load Containers - 2, 3 and 4 Yard Sizes
68	Lift and tipping solutions for stationary carts and dumpsters	<input checked="" type="radio"/> Yes <input type="radio"/> No	Lifters - Rotary Actuator and Cylinder Style Lifter - Custom solutions to meet the customers needs

69	Technology solutions related to the management of, or planning for, collection of refuse and recycling materials from containers of the type described in RFP Section 1. a - b.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Technology:</p> <p>Cascade Cart Solutions provides a variety of technology and container tracking options to suit your needs, helping to bring visibility to your operations.</p> <ul style="list-style-type: none"> • Cart Production <ul style="list-style-type: none"> - RFID Integration – Cascade is the only cart manufacturer to install RFID tags as standard equipment on each cart that is manufactured in our facilities. All carts are factory equipped with an RFID tag that is capable of collecting data on the container's use. The benefits of RFID tags at the point of production are: <ul style="list-style-type: none"> - Information on production data – a.k.a. "birth certificate" - Percent of content mix - Press manufacturing information – date/time - When/where it shipped • Cart Curbside Assembly and Delivery <ul style="list-style-type: none"> - With the use of handheld mobile readers, we are able to provide the following: <ul style="list-style-type: none"> - Assigning a cart ID to an address location - Provide cart and customer delivery list to create master customer list - Provide GPS container coordinates to create route information - Ability to take photos of deliveries • Curbside Collection <ul style="list-style-type: none"> - Through partnerships with 3rd party software companies, collection vehicles can be outfitted with a RFID reading equipment to provide them with the ability to collect information at each pick up and transmit collection data to their back office. As collection vehicles lift the smart container, the RFID equipment reads the RFID tag, which is linked to a customer account while recording the time and GPS location of pick up. With this technology, we can help you better service your customer and make your business more efficient by: <ul style="list-style-type: none"> - Confirming collections – collection verification – and reducing Missed Pick Ups - Measuring of recycling participation - Generating information on waste and recycling for the customer - Determining participation rates and landfill diversion - Maximizing profits for waste and recycling <p>Asset Management - Cart Logic:</p> <p>CartLogic™, designed for you by Cascade Cart Solutions, is a web-based, cloud-managed asset management solution for tracking, maintaining and reporting on your entire cart fleet. Now you can see your cart data from production to the curb, and efficiently manage those assets throughout their useful lives.</p> <p>As an online tool and mobile solution, CartLogic manages cart service and location information using RFID (radio frequency identification) technology, GPS systems and cloud computing. Each time a delivery, swap, repair, or removal is made the cart's RFID tag is scanned (or a serial number is entered) and the cart's location and type of service provided is recorded, generating a service history log for each cart in your fleet. This information synchronizes with CartLogic's cloud-based platform, storing all cart inventory data conveniently online.</p> <p>Your cart inventory and service information will be:</p> <ul style="list-style-type: none"> - Managed in one place - Available in real-time from anywhere through your preferred Internet-enabled device (desktop, laptop, tablet, smart phone) - Accessible to multiple employees within your team simultaneously - Automatically compiled into downloadable electronic reports to increase inventory transparency and account for services rendered - Cloud-managed, allowing us to bring you data security and automatic updates without hard installation of hardware/software or scheduled maintenance downtime
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Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	A few examples of how Cascade will measure success with the Sourcewell Contract are: <ul style="list-style-type: none"> - Leads generated from Sourcewell target marketing. - Leads converted to successful Sourcewell member sales. - Quarterly Sourcewell sales reports.
71	Describe your organization's approach to the collection, storage, usage, ownership, and rights of customer data that is gathered in the normal course of business.	Cascade collects data through mobile devices, web interfaces, application integration, and data transfers. This data is stored in secure, cloud based databases and in on premise storage devices. The data is used to monitor current status, perform service verification, identify operational efficiencies, improve customer service, focus marketing, identify organizational efficiencies, verify service usage, perform historical analysis, perform trend analysis, develop innovative solid waste management programs, and more. We continue to invest in innovation to improve our solutions to better meet the market's needs. The data is owned by the customer and the customer has exclusive rights to their data.
72	Explain your organization's approach to data protection and access.	The data is protected by individual user accounts, SSL for data transmissions and user activity logs. Only necessary Cascade employees and customer identified individuals have access to the data. All individual user access is provided at a predetermined security level that is appropriate to that individual's purpose. All on premise data resides in locked, tightly controlled server rooms which are further protected by multiple layers of cyber security tools, including 24/7 monitored and managed Endpoint Detection and Response (EDR), Multi-factor Authentication (MFA) and malware/anti-virus scanning software. All access is enforced by role-based, privileged access management (PAM) systems and includes a robust complex password management policy, also software enforced and monitored.
73	Describe how your offering encourages increased participation in recycling and diversion programs.	Cascade Carts encourage participation in recycling programs by: <ul style="list-style-type: none"> - Being user friendly. They are easy to use and roll to the curb. - Helping divert materials from the landfill. - Decreasing overall collection carbon footprint. - Creating higher participation rates. - Improving safety for environmental service operators.

74	<p>Identify if your offered technology solutions are available through mobile device applications and with what operating systems they are compatible.</p>	<p>Cascade Cart Solutions provides a variety of technology and container tracking options to suit your needs, helping to bring visibility to your operations. These solutions include:</p> <p>Cart Production: RFID Integration – Cascade is the only cart manufacturer to install RFID tags as standard equipment on each cart that is manufactured in our facilities. All carts are factory equipped with an RFID tag that is capable of collecting data on the container's use. The benefits of RFID tags at the point of production are:</p> <ul style="list-style-type: none"> • Information on production data – a.k.a. "birth certificate" • Percent of content mix • Press manufacturing information – date/time • When/where it shipped <p>Cart Curbside Assembly and Delivery: With the use of handheld mobile readers, we are able to provide the following:</p> <ul style="list-style-type: none"> • Assigning a cart ID to an address location • Provide cart and customer delivery list to create master customer list • Provide GPS container coordinates to create route information • Ability to take photos of deliveries <p>Curbside Collection: Through partnerships with 3rd party software companies, collection vehicles can be outfitted with a RFID reading equipment to provide them with the ability to collect information at each pick up and transmit collection data to their back office. As collection vehicles lift the smart container, the RFID equipment reads the RFID tag, which is linked to a customer account while recording the time and GPS location of pick up. With this technology, we can help you better service your customer and make your business more efficient by:</p> <ul style="list-style-type: none"> • Confirming collections – collection verification – and reducing Missed Pick Ups (MPUs) • Measuring of recycling participation • Generating information on waste and recycling for the customer • Determining participation rates and landfill diversion • Maximizing profits for waste and recycling <p>Asset Management - Cart Logic: CartLogic™, designed for you by Cascade Cart Solutions, is a web-based, cloud-managed asset management solution for tracking, maintaining and reporting on your entire cart fleet. Now you can see your cart data from production to the curb, and efficiently manage those assets throughout their useful lives.</p> <p>As an online tool and mobile solution, CartLogic manages cart service and location information using RFID (radio frequency identification) technology, GPS systems and cloud computing. Each time a delivery, swap, repair, or removal is made the cart's RFID tag is scanned (or a serial number is entered) and the cart's location and type of service provided is recorded, generating a service history log for each cart in your fleet. This information synchronizes with CartLogic's cloud-based platform, storing all cart inventory data conveniently online.</p> <p>Your cart inventory and service information will be:</p> <ol style="list-style-type: none"> 1. Managed in one place 2. Available in real-time from anywhere through your preferred Internet-enabled device (desktop, laptop, tablet, smart phone) 3. Accessible to multiple employees within your team simultaneously 4. Automatically compiled into downloadable electronic reports to increase inventory transparency and account for services rendered 5. Cloud-managed, allowing us to bring you data security and automatic updates without hard installation of hardware/software or scheduled maintenance downtime
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75	Describe any design and manufacturing processes or materials utilized that contribute to product attributes such as longevity, ease of use, safety, or reduced life cycle costs.	<p>Cascade Carts are injection molded. This molding process is an extremely versatile method of producing parts and products because it offers several advantages over other methods of plastic molding, is more reliable, and is extremely efficient. Advantages of injection molding include:</p> <p>Recyclability</p> <ul style="list-style-type: none"> • Injection molded resins are a thermoplastic resin; they can be ground and reused with the addition of simple stabilizers. • The cross linked resins typically used in rotational molded carts are a thermoset resin; when processed, they undergo a chemical change. As a result of this chemical change, they can only be reused as inert fillers, not as part of the structure of the cart. Inert fillers will reduce the physical strength of the cart. The greater the percentage of inert filler, the greater the concern for physical properties. <p>Process Uniformity</p> <ul style="list-style-type: none"> • Injection molding takes place in an entirely enclosed atmosphere. Processing temperatures and time are computer controlled and monitored. • Injection molding forms both surfaces of the product within the steel mold. This cavity is filled evenly shot, under approximately 20,000 psi shooting pressure, resulting in superior uniformity part to part. • Rotational molding takes place in a hollow mold. Only the outside of the part is fanned by the mold. Since the air and the plastic powder inside the hollow mold are heated simultaneously, the oxygen in the air can destabilize the resin. The resulting loss of durability may not be apparent until the later years of the cart's planned life. <p>Product Wall Section Uniformity and Control</p> <ul style="list-style-type: none"> • The injection mold forms the inside and the outside surface of an injection molded cart. Thus, the injection molded cart can be thick where it sees higher stresses and thinner where it needs flexibility. Corner thickness can be determined by the requirements of the product design rather than the result of the processing conditions. • Because both the inside and the outside surfaces are formed under pressure in a solid steel mold, the outside can be smooth and shiny for an attractive appearance, and the inside can be smooth and clean to provide superior dumping of the contents. <p>Greater Product Design Flexibility</p> <ul style="list-style-type: none"> • Injection molding provides superior product design flexibility. Wheel systems can be placed at the best location for a balance between stability and maneuverability. • The underside of an injection molded cart has a molded in wear ring to permanently protect the bottom from abrasion when slid along a driveway or street. In this way, the injection molded cart will ensure watertight integrity for its entire service life. • The design flexibility allows the injection molded cart to provide better handling characteristics. Wheels can be placed so they balance stability and rollability. Handles can be molded in at the right diameter for good ergonomic interface with the user's hand. The lid can be designed with the optimum features for ease of opening. <p>Testing</p> <ul style="list-style-type: none"> • Cascade containers meet the standards set forth in ANSI 2245.30-2008 and ANSI 2245.60-2008. • Cascade was a member of the Standard Development Subcommittee that drafted both ANSI standards and continues to be an active and participating member of this subcommittee today. • Cascade does extensive in-house testing every day to ensure our products exceed customer expectations. The standards by which we test exceed the standards set forth by ANSI. We have also had extensive testing done by Entela, Inc., an engineering and testing laboratory.
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Cascade Financial Strength-Stability.pdf - Wednesday April 14, 2021 16:50:22
 - [Marketing Plan/Samples](#) - Cascade Marketing Plan.pdf - Wednesday April 14, 2021 16:59:12
 - [WMBE/MBE/SBE or Related Certificates](#) - Cascade WBE-ISO Certification.pdf - Wednesday April 14, 2021 16:57:30
 - [Warranty Information](#) - Cascade Warranty Information.pdf - Thursday April 15, 2021 09:46:11
 - [Pricing](#) - Cascade Pricing.pdf - Thursday April 15, 2021 09:28:11
 - Upload Additional Document (optional)

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Scott Downer, National Sales Director, Cascade Engineering, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Plastic_Refuse_Recycling_Containers_RFP_041521 Wed March 17 2021 03:40 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Plastic_Refuse_Recycling_Containers_RFP_041521 Mon March 8 2021 09:41 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Plastic_Refuse_Recycling_Containers_RFP_041521 Fri March 5 2021 04:19 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Plastic_Refuse_Recycling_Containers_RFP_041521 Mon March 1 2021 04:31 PM	<input checked="" type="checkbox"/>	1

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

03/28/2022

Date Rec'd

3/14/2022

Clerk's File #

OPR 2022-0220

Renews #**Submitting Dept**

PLANNING & ECONOMIC

Contact Name/Phone

TERI STRIPES 6597

Contact E-Mail

TSTRIPES@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

MFTE CONDITIONAL AGREEMENT - MCKINLEY APARTMENTS

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

Multiple Family Housing Property Tax Exemption Conditional Agreement with McKinley School, LLC for the future rehab construction of approximately 4 buildings of 22+ units each, at Parcel Number(s) 35163.3001, commonly known as 120 N Magnolia St. This

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 McKinley School Apartments Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

BLACK, TIRRELL

Study Session\Other

UE 3/14/2022

Division Director

MACDONALD, STEVEN

Council Sponsor

CMs Cathcart and Bingle

Finance

ORLOB, KIMBERLY

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ORMSBY, MICHAEL

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Purchasing

tblack@spokanecity.org

sdewalt@iudevelopment.com - Applicant Steven

tstripes@spokanecity.org

jchurchill@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

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)

Areas identified in SMC 08.15.030. Once the project is constructed, the applicant intends to rent units at a market rate.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#

Distribution List

Committee Agenda Sheet

Urban Experience – March 2022

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	CMs Cathcart and Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> <input type="checkbox"/>
Agenda Item Name	Two Multi-Family Tax Exemption (MFTE) Conditional Agreement(s)
Summary (Background)	<p>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.</p> <p>Staff has determined that both the McKinley School & Trent Tower Apartments Conditional applications meet 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.</p> <p>Once the projects are constructed, the McKinley School intends to finalize as a 12-yr exemption meeting the income and rent restrictions. Trent Tower intends market rate units and will finalize as an 8-yr exemption.</p> <p>These Conditional Agreements authorize the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemptions to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Seeking approval of the MFTE Conditional Agreement(s) for:</p> <p>The McKinley School Apts at the March 21, 2022 City Council Meeting. Project Details: The applicant applied for a Conditional MFTE Agreement for 4 buildings of 22+ units each, at 120 N Magnolia, Phase 1 is the McKinley building.</p> <ul style="list-style-type: none"> Property is zoned CC1-EC and the proposed use is allowed. Estimated Construction Costs of all phases: \$10-25M Located in the East Central neighborhood. <p>The Trent Tower Apts at the March 21, 2022 City Council Meeting. Project Details: The applicant applied for a Conditional MFTE Agreement for 136 units, at 134 & 190 E Spokane Falls Blvd</p> <ul style="list-style-type: none"> Property is zoned DTU and the proposed use is allowed. Estimated Construction Costs: \$45M Located in the East Central neighborhood.
<p>Fiscal Impact:</p> <p>Total Cost:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>	

Funding Source ☐ One-time ☐ Recurring
Specify funding source:

Expense Occurrence ☐ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (*Expires January 1, 2058.*)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;

(b) A certification by the owner 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 RCW 84.14.020 since the date of the certificate approved by the city or county;

(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and

(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:

- (a) The number of tax exemption certificates granted;**
- (b) The total number and type of units produced or to be produced;**
- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;**
- (d) The actual development cost of each unit produced;**
- (e) The total monthly rent or total sale amount of each unit produced;**
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and**
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.**

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to RCW [84.14.110](#).

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[\[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.\]](#)

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 **Annual Certification and Affordability Certification**

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. 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 filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

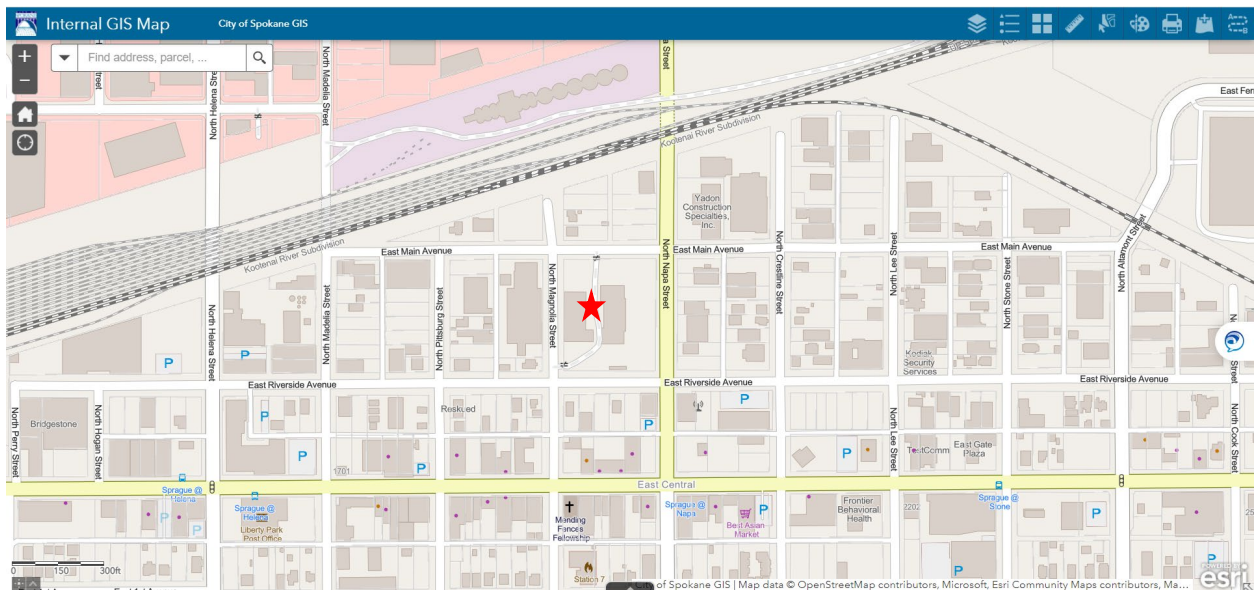
- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

Site & Location: McKinley Apts

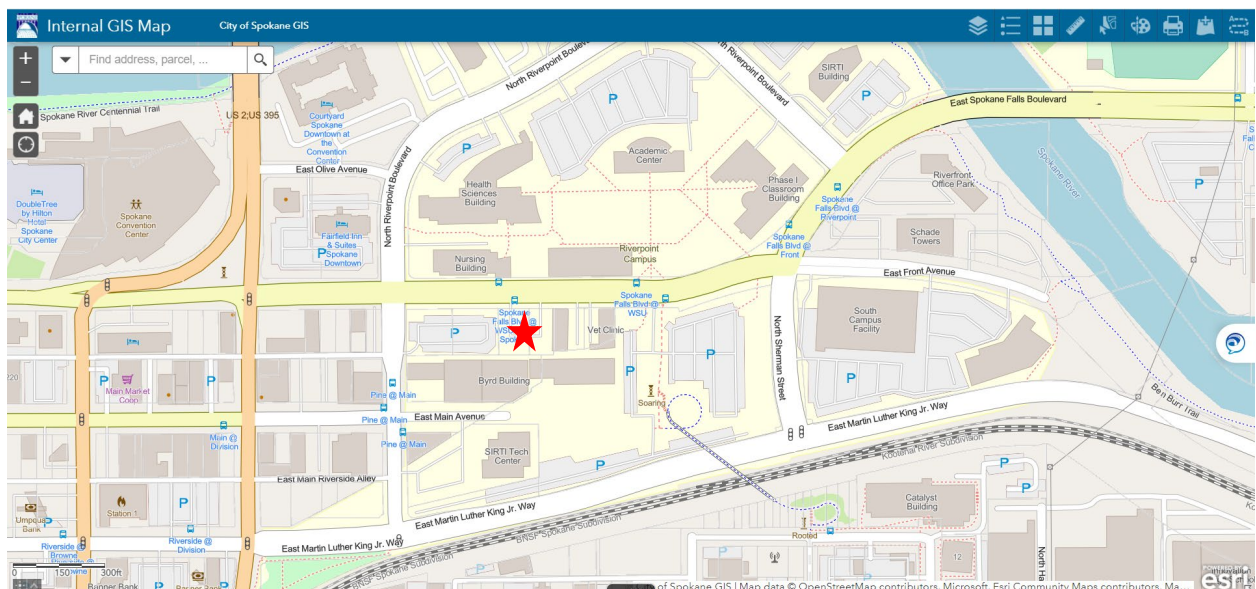
35163.3001
120 N MAGNOLIA ST



Site & Location: Trent Tower

35173.0408

190 E SPOKANE FALLS BLVD



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and McKinley School LLC, as "Owner/Taxpayer" whose business address is 2208 W 2nd, Spokane, WA 99201.

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:

SUB OF SEC 16 BLK 69

Assessor's Parcel Number(s) 35163.3001, commonly known as 120 N Magnolia St.

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 80+ 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 multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the Spokane County Assessor's Office and removed from eligibility for the tax exemption. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

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 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 _____, 2022.

CITY OF SPOKANE

Kinley School LLC

By: _____

By _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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

03/28/2022

Date Rec'd

3/14/2022

Clerk's File #

OPR 2022-0221

Renews #**Submitting Dept**

PLANNING & ECONOMIC

Contact Name/Phone

TERI STRIPES 6597

Contact E-Mail

TSTRIPES@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

MFTE CONDITIONAL AGREEMENT - TRENT TOWER APARTMENTS

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

Multiple Family Housing Property Tax Exemption Conditional Agreement with LTS, LLS for the future rehab construction of approximately 136 units, at Parcel Number(s) 35173.0504 & 35173.0408, commonly known as 134 & 190 E Spokane Falls Blvd. This

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 Trent Tower Apartments Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

BLACK, TIRRELL

Study Session\Other

UE 3/14/2022

Division Director

MACDONALD, STEVEN

Council Sponsor

CMs Cathcart and Bingle

Finance

ORLOB, KIMBERLY

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smacdonald@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

sgardner@spokanecity.org

Additional Approvals

mpiccolo@spokanecity.org

Purchasing

tblack@spokanecity.org

quinn@aacdi.com - Applicant Quinn Robinson

tstripes@spokanecity.org

jchurchill@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

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)

identified in SMC 08.15.030. Once the project is constructed, the applicant intends to rent units at a market rate.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Urban Experience – March 2022

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	CMs Cathcart and Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> <input type="checkbox"/>
Agenda Item Name	Two Multi-Family Tax Exemption (MFTE) Conditional Agreement(s)
Summary (Background)	<p>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.</p> <p>Staff has determined that both the McKinley School & Trent Tower Apartments Conditional applications meet 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.</p> <p>Once the projects are constructed, the McKinley School intends to finalize as a 12-yr exemption meeting the income and rent restrictions. Trent Tower intends market rate units and will finalize as an 8-yr exemption.</p> <p>These Conditional Agreements authorize the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemptions to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Seeking approval of the MFTE Conditional Agreement(s) for:</p> <p>The McKinley School Apts at the March 21, 2022 City Council Meeting. Project Details: The applicant applied for a Conditional MFTE Agreement for 4 buildings of 22+ units each, at 120 N Magnolia, Phase 1 is the McKinley building.</p> <ul style="list-style-type: none"> Property is zoned CC1-EC and the proposed use is allowed. Estimated Construction Costs of all phases: \$10-25M Located in the East Central neighborhood. <p>The Trent Tower Apts at the March 21, 2022 City Council Meeting. Project Details: The applicant applied for a Conditional MFTE Agreement for 136 units, at 134 & 190 E Spokane Falls Blvd</p> <ul style="list-style-type: none"> Property is zoned DTU and the proposed use is allowed. Estimated Construction Costs: \$45M Located in the East Central neighborhood.
<p>Fiscal Impact:</p> <p>Total Cost:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>	

Funding Source ☐ One-time ☐ Recurring
Specify funding source:

Expense Occurrence ☐ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (*Expires January 1, 2058.*)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;

(b) A certification by the owner 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 RCW 84.14.020 since the date of the certificate approved by the city or county;

(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and

(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:

- (a) The number of tax exemption certificates granted;**
- (b) The total number and type of units produced or to be produced;**
- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;**
- (d) The actual development cost of each unit produced;**
- (e) The total monthly rent or total sale amount of each unit produced;**
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and**
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.**

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to RCW [84.14.110](#).

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[\[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.\]](#)

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

[Title 08](#) Taxation and Revenue

[Chapter 08.15](#) Multiple-family Housing Property Tax Exemption

[Section 08.15.100](#) **Annual Certification and Affordability Certification**

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. 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 filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

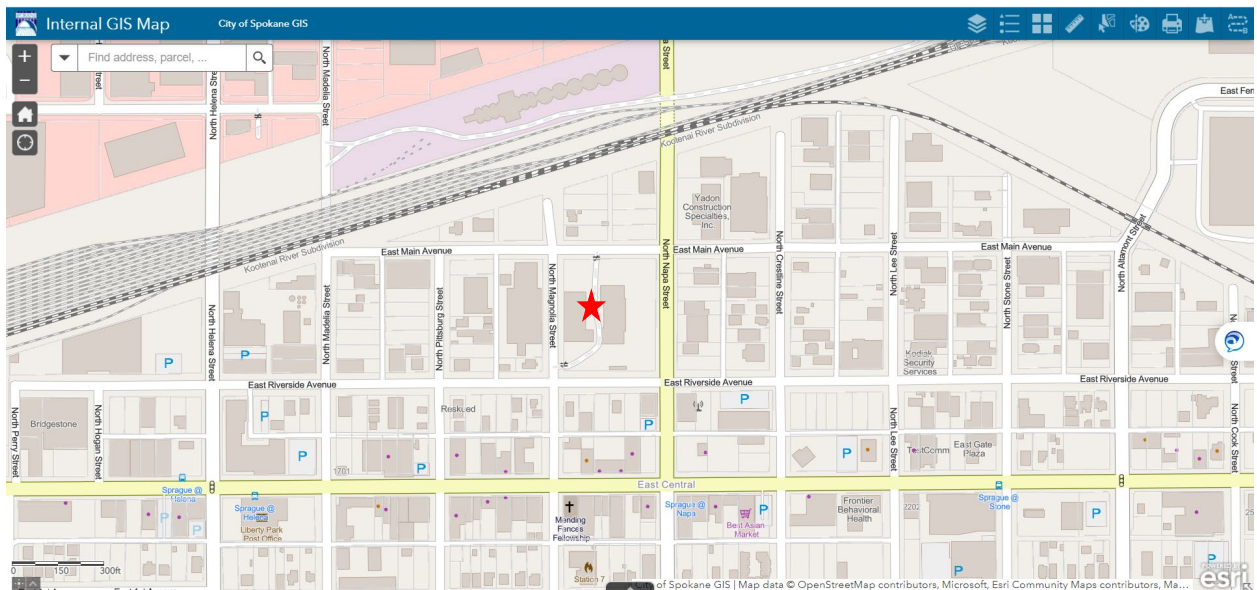
- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

Site & Location: McKinley Apts

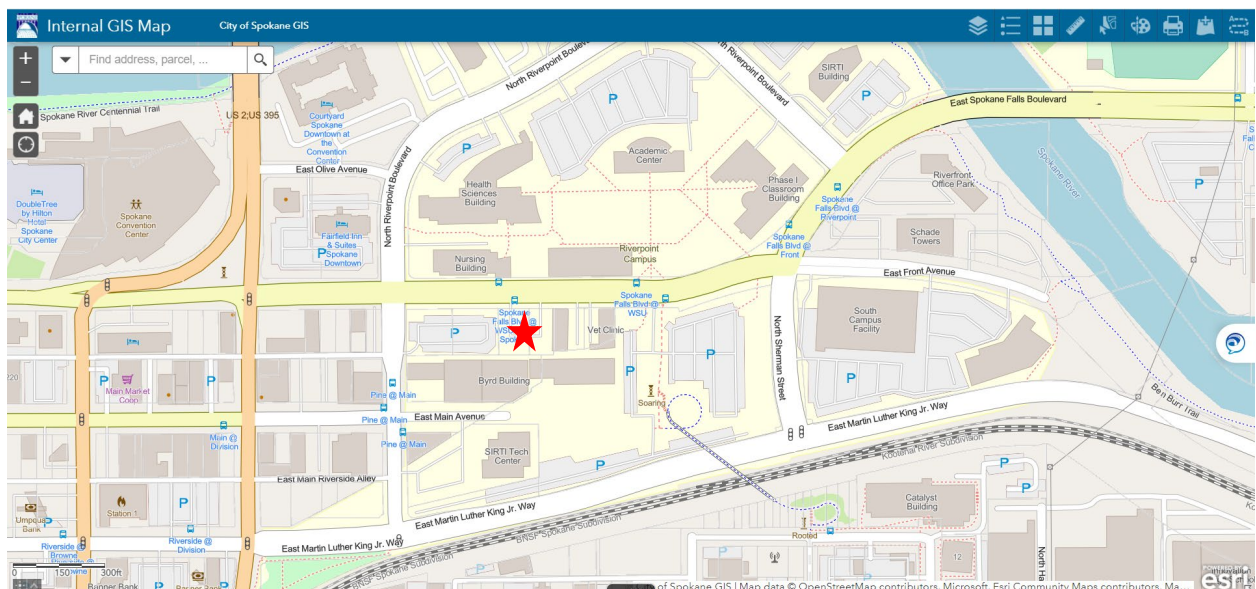
35163.3001
120 N MAGNOLIA ST



Site & Location: Trent Tower

35173.0408

190 E SPOKANE FALLS BLVD



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and LTS, LLS, as "Owner/Taxpayer" whose business address is 621 W. Mallon Ave., Suite 509 Spokane, WA 99201.

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:

RAILROAD 3RD LT 7-8 BLK 104 TOG W N1/2 VAC ALLEY LYG SLY & ADJ and RAILROAD 3RD VACATED SPOKANE ST BETWEEN LT 1 BLK 103 & LT 8 BLK 104; TOGE W N1/2 VAC ALLEY LYG SLY & ADJ

Assessor's Parcel Number(s) 35173.0504 and 35173.0408, commonly known as 134 and 190 E Spokane Falls Blvd.

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 136 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 multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the Spokane County Assessor's Office and removed from eligibility for the tax exemption. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

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 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 _____, 2022.

CITY OF SPOKANE

LTS, LLS

By: _____

By: _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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

03/28/2022

Date Rec'd

3/15/2022

Clerk's File #

CPR 1981-0402

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

TESSA DELBRIDGE 625-6716

Project #**Contact E-Mail**

TDELBRIDGE@SPOKANECITY.ORG

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

0520 APPOINTMENT TO PARK BOARD

Agenda Wording

Appoint Christina VerHeul to serve a five-year term on the Park Board from April 1, 2022 to February 2, 2027

Summary (Background)

Appoint Christina VerHeul to serve a five-year term on the Park Board from April 1, 2022 to February 2, 2027

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

COTE, BRANDY

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

tdelbridge@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

gjones@spokanecity.org

Additional Approvals**Purchasing**

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

03/28/2022

Date Rec'd

3/3/2022

Clerk's File #

ORD C36184

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

PARKS & RECREATION

Contact Name/Phone

GARRETT JONES 363-5462

Project #**Contact E-Mail**

GJONES@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

1400 - SBO TO PROVIDE \$132,895 IN THE PARK FUND FOR SEEK GRANT

Agenda Wording

SBO to provide an additional \$132,895 in the Park 1400 Fund for the SEEK Grant

Summary (Background)

The Summer Experiences & Enrichment for Kids Fund (SEEK Fund) is a program of the Washington Office of Superintendent of Public Instruction which provides evidence-based, outdoor, summer enrichment programs to youth in K-12 (ages 4-21 years). Funds for this subcontract are intended to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students. AWC shall reimburse Parks an amount not to exceed \$132,895.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ 132,895

1400-95854-99999-33405-99999

Expense \$ 132,895

1400-95854-71230-54201-99999

Select \$

#

Select \$

#

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

CONLEY, JASON K.

Study Session\Other

UE - 3/14

Division Director

JONES, GARRETT

Council Sponsor

CMs Stratton and Zappone

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

mbuening@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

pclarke@spokanecity.org

Additional Approvals

jkconley@spokanecity.org

Purchasing**MANAGEMENT & BUDGET**

INGIOSI, PAUL

GRANTS, CONTRACTS & PURCHASING

MURRAY, MICHELLE

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Parks and Recreation
Contact Name & Phone	Garrett Jones 509-795-9936
Contact Email	gjones@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	SBO to Provide an Additional \$132,895 in the Park Fund for the SEEK Grant
Summary (Background)	<p>This is a Service Subcontractor agreement of Association of Washington Cities with the City of Spokane Parks and Recreation through Summer Experiences & Enrichment for Kids Fund (SEEK Fund), a program of the Washington Office of Superintendent of Public Instruction, to provide evidence-based, outdoor, summer enrichment programs to youth in K-12 (ages 4-21yrs). Funds for this subcontract are intended to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students. AWC shall reimburse the City of Spokane Parks and Recreation Department an amount not to exceed \$132,895 for the performance of all things necessary for or incidental to the performance of work as set forth in the SEEK Application for the following Summer 2022 programs: Youth Summer Recreation Access for All, Riverfront Explore - An Outdoor Learning Experience and Spokane Community Outdoor Recreation Experience.</p>

Proposed Council Action & Date:	
Fiscal Impact: Total Cost: <u>\$132,895</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Association of Washington Cities Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? See description above.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Grant expenses are on a reimbursable basis.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data will be collected for the AWC.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Yes	

ORDINANCE NO C36184

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Park 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 Park Fund, and the budget annexed thereto with reference to the Park Fund, the following changes be made:

- 1) Increase revenue by \$132,895.
 - A) Of the increased revenue, \$132,895 is provided solely for an Association of Washington Cities (AWC) reimbursable grant in the Parks and Recreation department.
- 2) Increase appropriation by \$132,895.
 - B) Of the increased appropriation, \$132,895 is provided solely for Summer Experiences & Enrichment for Kids (SEEK) expenses in the Parks and Recreation department.

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 accepting the AWC's SEEK reimbursable grant, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

03/28/2022

Date Rec'd

3/3/2022

Clerk's File #

ORD C36185

Renews #**Submitting Dept**

PARKS & RECREATION

Cross Ref #**Contact Name/Phone**

GARRETT JONES 363-5462

Project #**Contact E-Mail**

GJONES@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

1400 SBO TO APPROPRIATE \$1.3 MILLION IN FUND 1400

Agenda Wording

SBO to appropriate \$1.3 million in Fund 1400 for transfer to Fund 1950; and provide an additional \$1.3 million appropriation in Fund 1950 for Parks Capital Improvement Program and capital reserves.

Summary (Background)

The purpose of this SBO is to transfer 1400 fund balance to Fund 1950 providing resources for the Parks CIP Program, and provide reserves for capital repair and replacement.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ 1,300,000

1400-99999-99999-99999

Expense \$ 1,300,000

1400-30210-97118-80101-99999

Revenue \$ 1,300,000

1950-54920-94000-39724-99999

Expense \$ 1,300,000

1950-54920-94000-56301-99999

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

CONLEY, JASON K.

Study Session\Other

UE - 3/14; Park Board - 3/10

Division Director

JONES, GARRETT

Council Sponsor

CMs Stratton and Zappone

Finance

MURRAY, MICHELLE

Distribution List**Legal**

RICHTMAN, JAMES

mbuening@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

pclarke@spokanecity.org

Additional Approvals

jkconley@spokanecity.org

Purchasing**MANAGEMENT & BUDGET**

INGIOSI, PAUL

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Parks and Recreation
Contact Name & Phone	Garrett Jones 509-795-9936
Contact Email	gjones@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	SBO to appropriate \$1.3 million in the Park Fund for transfer to Park Cumulative Reserve department to provide an additional \$1.3 million appropriation in the Park Cumulative Reserve department for Parks Capital Improvement Program (CIP) and capital reserves.
Summary (Background)	<p>Traditionally, the Parks Capital Improvement Program has been budgeted in department 1400 - Parks & Recreation. This mixing of capital and operating budgets has resulted in expenditure volatility and difficulties in forecasting financial position. Fund 1950 - Park Cumulative Reserve Fund was established as a recipient for capital expenditures and funds reserved for capital repair and replacement. Parks management wishes to largely migrate the Parks CIP program to Fund 1950 to reduce the impacts of large capital expenditures on the Park Fund. The purpose of this SBO is to transfer 1400 fund balance to Fund 1950, providing resources for the Parks CIP, and provide reserves for capital repair and replacement.</p>
Proposed Council Action & Date:	

Fiscal Impact:

Total Cost: \$1,300,000 from Park Fund to Park Cumulative Reserve department

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

Funding Source ☒ One-time ☐ Recurring

Specify funding source: Park Fund (1400) fund balance

Expense Occurrence ☒ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This transfer makes monitoring Parks CIP projects easier as budget and actuals will reside in the same department.

ORDINANCE NO C36185

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Park Fund and the Cumulative Reserve Fund, Park Department, Capital Purposes 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 Park Fund, and the budget annexed thereto with reference to the Park Fund, the following changes be made:

- 1) Increase appropriation by \$1,300,000.
- A) Of the increased appropriation, \$1,300,000 is provided solely for an operating transfer out in the Parks and Recreation department to the Park Cumulative Reserve department.

Section 2. That in the budget of the Cumulative Reserves Fund, Park Department, Capital Purposes Fund, and the budget annexed thereto with reference to the Cumulative Reserves Fund, Park Department, Capital Purposes Fund, the following changes be made:

- 2) Increase revenue by \$1,300,000.
- B) Of the increased revenue, \$1,300,000 is provided solely as an operating transfer in from the Parks and Recreation department to the Park Cumulative Reserve department.
- 3) Increase appropriation by \$1,300,000.
- C) Of the increased appropriation, \$1,300,000 is provided solely for other improvements in the Park Cumulative Reserve department.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from using Park Fund unappropriated reserves to fund Park capital improvements, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

03/28/2022

Date Rec'd

3/9/2022

Clerk's File #

ORD C36186

Renews #**Cross Ref #**

ORD C35844

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

INGA NOTE 625-6331

Project #**Contact E-Mail**

INOTE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

4250-UPDATE FOR TREES AND TRAFFIC CONTROL DEVICE

Agenda Wording

Adoption of ordinance to increase the urban tree canopy coverage.

Summary (Background)

The city has a goal to increase the urban tree canopy coverage from 23% to 40% by 2030 (Ord C35844). Staff from Urban Forestry, Integrated Capital Management, Planning, Developer Services, Streets, Design and Construction were involved in developing this code change. Adoption of this code change is categorically exempt from SEPA through WAC 197-11-800(19).

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

MILLER, KATHERINE E

Study Session\Other

PIES 2/28/22

Division Director

FEIST, MARLENE

Council Sponsor

Beggs/Wilkerson

Finance

ALBIN-MOORE, ANGELA

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Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability

Submitting Department	Public Works Division / Integrated Capital Management
Contact Name & Phone	Inga Note 509-625-6331
Contact Email	inote@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>10 min</u>
Agenda Item Name	2/28/22 - SMC Update for trees and traffic control device conflicts
Summary (Background)	<p>The city's municipal code and design standards do not provide sufficient guidance on how to deal with placement of trees vs. visibility of traffic control devices. The city has a goal to increase the urban tree canopy coverage from 23% to 40% by 2030 (Ord C35844). Trees are often shown on landscape plans but then removed during construction inspection because they block visibility of traffic signs. This code change seeks to reduce those conflicts by clarifying the sign visibility distance.</p> <p>Staff from Urban Forestry, Integrated Capital Management, Planning, Developer Services, Streets, Design and Construction were involved in developing this code change. Adoption of this code change is categorically exempt from SEPA through WAC 197-11-800(19).</p> <p><u>Summary</u></p> <ul style="list-style-type: none"> • Clarification of the code for Urban Forestry, Developer Services, Streets and Construction office staff. • Draft SMC revisions are attached • Urban Forestry will also specify "high-headed" trees along streets to minimize low hanging branches. • Developer Services and Planning staff will ensure trees and signs are shown on the same plan set for review.
Proposed Council Action & Date:	Adoption of ordinance. March 2022.
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

Over time it should result in more tree cover citywide.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A – This is a public works project to address an ongoing technical question from staff and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Not applicable.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Comprehensive Plan - Goal NE 12 Urban Forest – Maintain and enhance the urban forest to provide good air quality, reduce urban warming, and increase habitat.

SpoCanopy Program – goal to increase Spokane’s urban canopy by planting free street trees in low-income neighborhoods with low canopy coverage.

ORDINANCE NO. C36186

An ordinance relating to traffic control device visibility and vegetation control along roadways amending Chapter 12.02, Article 1 and Chapter 12.02, Article 5 of Title 12 Spokane Municipal Code;.

WHEREAS, the City of Spokane has a goal to increase the urban tree canopy coverage from 23% to 40% by 2030; and

WHEREAS, City staff identified a need for additional guidance regarding traffic control device visibility and tree placement; and

WHEREAS, staff from Urban Forestry, Integrated Capital Management, Planning, Developer Services, Streets, Design and Construction worked together to develop this code; and

WHEREAS, adoption of this code is categorically exempt from SEPA through WAC 197-11-800(19); and

WHEREAS, this ordinance was discussed with the City Council's Public Infrastructure, Environment and Sustainability committee on Feb 28th, 2022;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 12.020.0203 is added to the Spokane Municipal Code as follows:

Section 12.02.0203 Traffic Control Device Visibility

Owners of property within the City must prune all trees, plants, shrubs, or vegetation, or parts thereof, which are growing thereon in such a manner as to obstruct or impair the visibility of traffic control devices as shown in Table 12.02-1. In most instances the trunk of the tree is exempt from this requirement. If tree or shrub pruning or relocation of the traffic control device (non-priority signs only) cannot remedy the obstruction, the Urban Forester will determine if removal of the tree will be required. Such condition is declared a nuisance and subject to the process and provisions under [SMC 12.02.0210](#).

Table 12.02-1 Traffic Control Device Visibility			
	Minimum Visible Distance ¹ (feet)		
Speed Limit (mph)	Traffic Signals, PHB ²	Priority Signs ³ , RRFB ⁴	All other signs ⁵
20	175	115	75
25	215	155	90
30	270	200	110
35	325	250	130
40	390	305	145
45	460	360	165
<p>Notes:</p> <p>¹ Measured longitudinally along the roadway, line of sight from the center of the nearest vehicle travel lane to the traffic control device using driver's eye height of 42 inches.</p> <p>² Pedestrian Hybrid Beacon.</p> <p>³ Includes stop, yield, do not enter, crosswalk, stop here for ped, no motor vehicle signs. Sign codes include R1-1, R1-2, R5-1, R1-5, R1-5a, R5-3, and W16-7P (arrow plaque) combined with a W11-2, W11-15, or S1-1.</p> <p>⁴ Rectangular Rapid Flashing Beacon.</p> <p>⁵ Parking signs, No Parking Bike Lane, transit stop signs are exempt from this table and shall be visible for 30 feet.</p>			

Section 2. That section 12.020.965 of the Spokane Municipal Code is amended to read as follows:

Section 12.02.965 Removal, Pruning of Trees and Shrubs

- A. The director may authorize or order removal of or may remove street trees and shrubs situated within the rights-of-way, or other treatment or pruning, whenever one or more of the following criteria are met:
1. The tree or shrub is hazardous as determined by [SMC 12.02.920](#).
 2. The tree or shrub is damaging public improvements or public utilities and removal is necessary because of the installation of, or potential or actual

damage to, a sidewalk, parkway, curb, gutter, pavement, sewer line, underground utility or other municipal improvement.

3. There is infection or infestation of trees or shrubs with a disease or pest detrimental to the growth, health or life of such trees and which infection or infestation cannot be controlled or removed.
 4. The vegetation obstructs rights-of-way, ~~authorized traffic signs~~ traffic control devices per 12.02.0203 or is determined to interfere with line of sight or creates other identified traffic or safety concerns.
 5. The tree's health is severely degraded because of improper pruning, including severe crown reduction.
- B. When the engineering services department determines that vegetation obstructs a public right-of-way, it notifies the director. Unless an emergency requires immediate abatement by the City, the director may utilize the procedures in [SMC 12.02.0210](#) or any other lawful means for pruning or removal.
- C. As a condition of removal, the director requires replacement with trees or shrubs that are appropriate for the location, unless replacement is not possible.
- D. If a street tree is to be removed at the order of the director, unless immediate removal is necessary to protect public health and safety, he notifies the property owner and tenants thirty (30) days prior to the proposed date of removal. The notice states the reason(s) for the removal and the proposed date of the removal. An order of removal may include an estimated cost and provide the property owner with the option of procuring removing within a time specified by authorized persons, but no estimate shall bind the City to accept any amount less than the true and actual cost determined after corrective action is taken.
- E. For City projects which will require removing one or more trees, the department will notify the property owner and tenants thirty (30) days prior to the proposed date of removal. A copy of the notice shall also be delivered to the department of neighborhood services and code enforcement within the same time frame.
- F. Questions affecting right-of-way management are referred to the director of the engineering services department. The parks and recreation director may also refer inquiries about interdepartmental assistance to the director of engineering services, where a healthy tree may be preserved with extra measures involving additional cost or expense, on a site by site basis.

PASSED BY THE CITY COUNCIL on March 25, 2022.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date