

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 April 25, 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 April 25, 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: 2485 203 7607; 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, April 25, 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 the 6:00 p.m. legislative session, after the conclusion of the legislative agenda, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum will not extend past 9:30 p.m. unless extended by a supermajority of the Council.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. The order of the speakers be determined at the discretion of the chair. Each speaker shall be limited to no more than three minutes unless a majority of the Council Members in attendance vote on an alternate time limit.
- C. No action, other than a statement of Council Members' 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 and all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during 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 during the Council's legislative session: the consent agenda as a whole, 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 on issues that are not part of the current or advanced agendas during 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 or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. Members of City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
 - 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
 - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
 - 3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time, or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. 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 Director of Policy and Government Relations 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 2.15(A), with those exceptions stated in Rule 2.16(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 the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- B. No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.
- C. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- D. 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.
 - 4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- E. 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.
 - F. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.¹

¹ <https://my.spokanecity.org/citycouncil/members/>

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, APRIL 25, 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

BRIEFING AND LEGISLATIVE SESSIONS

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. Pursuant to Council Rule 2.16.C, public testimony will be taken on consent and legislative items that are moved to Council's regular Briefing Session unless a majority of Council votes otherwise during the meeting in which the items are moved. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

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.

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. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- 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. (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.
- 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 or any other individual, and shall continue to the matters that are specifically before the Council at that time.
- Members of the City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

SPEAKING TIME LIMITS: Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a three-minute speaking time. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City website at <https://my.spokanecity.org>.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

ADVANCE AGENDA REVIEW (Staff or Council Member briefings and discussion)

APPROVAL BY MOTION OF THE ADVANCE AGENDA

CURRENT AGENDA REVIEW (Presentation of any new background information and discussion of any adjustments)

EXECUTIVE SESSION

(Closed Session of Council)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

COUNCIL AND COMMITTEE REPORTS

(Committee Reports for City Council Standing Committees and other Boards and Commissions)

PROCLAMATIONS AND SALUTATIONS

**REPORTS FROM NEIGHBORHOOD COUNCILS AND/OR OTHER CITY-SPONSORED
COMMUNITY ORGANIZATIONS**

ANNOUNCEMENTS

(Announcements Regarding Adjustments to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

Citizen's Transportation Advisory Board: One Appointment

RECOMMENDATION

Approve CPR 2018-0032

ADMINISTRATIVE REPORTS

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

1. Purchase of Nomad IC22 Mobile Command Vehicle from Nomad Global Communication Solutions (Columbia Falls, MT) for the Spokane Police Department Hostage Negotiations Team—\$448,760.17 (incl. tax). (Council Sponsor: Council Member Cathcart)
Michael McNab Approve OPR 2022-0271
2. Three-year and one-month Value Blanket Order with Wastequip Manufacturing Company, LLC (Charlotte, NC) for new metal refuse and recycling Dumpsters for the Solid Waste Collection and Disposal Departments utilizing Sourcewell Cooperative Purchasing Contract No. 040621-WQI—estimated annual expenditure \$550,000 (incl. tax). (Council Sponsor: Council Member Stratton)
Chris Averyt Approve OPR 2022-0272
3. Purchase of four Ford Mach E battery electric vehicles from Bud Clary Ford (Longview, WA) for the Fire Department utilizing the Washington State Contract Automobile Request System—total cost not to exceed \$204,664. (Council Sponsors: Council President Beggs and Council Member Kinnear)
Brian Schaeffer Approve OPR 2022-0273
4. Contract Renewal with Infor Public Sector, Inc. (Tampa, FL) for annual contract maintenance of the Fire Department's Computer Aided Dispatch (CAD) system, covering maintenance fees and non-Microsoft software licenses, and adding two additional CAD seat licenses for the new Spokane Regional Emergency Communications Fire seats at Dispatch from May 1, 2022 through April 30, 2023—\$98,640.76 (incl. tax). Approve OPR 2021-0257

(Council Sponsors: Council President Beggs and Council Member Cathcart)

Jay Atwood

- | | | |
|--|----------------|---------------|
| 5. Multiple Family Housing Property Tax Exemption Conditional Agreements with: | Approve
All | |
| a. 115 E Cleveland Avenue Investments, LLC for the construction of 23 housing units at Parcel No. 35082.0919, commonly known as 155 E. Cleveland Avenue. | | OPR 2022-0274 |
| b. Regal Residences, LLC for the construction of 12 housing units at Parcel Nos. 35102.3615 & 36102.3616, commonly known as 2520 & 2528 N. Regal Street. | | OPR 2022-0275 |

(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)

Kara Frashetski

- | | | |
|---|------------------------------------|---------------|
| 6. Property Sale Agreement for surplus residential property at 1927 E. Dalton Avenue, with sale to adjacent property owner—\$11,500 Revenue. (Council Sponsor: Council Member Cathcart) | Approve | OPR 2022-0276 |
| Dave Steele | | |
| 7. Report of the Mayor of pending: | Approve &
Authorize
Payments | |
| 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 \$_____. | | CPR 2022-0002 |
| b. Payroll claims of previously approved obligations through _____, 2022: \$_____. | | CPR 2022-0003 |
| 8. City Council Meeting Minutes: _____, 2022. | Approve
All | CPR 2022-0013 |

ACTION ON CONSENT AGENDA

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 C36192** **Forfeitures & Contributions Fund**
1) Increase appropriations by \$89,960.
A) Of the increased appropriation; \$89,960 of the increase is to be used for the procurement of office furniture not exceeding \$75,000 and minor equipment not exceeding \$14,960.
B) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund.
- (This action arises from the need to procure adequate office furniture and equipment.) (Council Sponsors: Council Members Cathcart and Bingle)
Michael McNab
- ORD C36193** **Forfeitures & Contributions Fund**
1) Increase appropriations by \$40,000.
A) Of the increased appropriations; \$40,000 of the increase is to be used as confidential funds used for controlled purchases of illegal substances.
B) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund.
- (This action arises from the need to continue and expand the use of confidential funds.) (Council Sponsors: Council Members Cathcart and Bingle)
Michael McNab
- ORD C36194** **Forfeitures & Contributions Fund**
1) Increase appropriations by \$74,650.
A) Of the increased appropriation; \$74,650 of the increase is to be used for the procurement of mobile device analysis software and a vehicle mounted camera system.
B) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund.
- (This action arises from the need to procure mobile device analysis software and a vehicle camera system.) (Council Sponsors: Council Members Cathcart and Bingle)
Michael McNab

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2022-0036 Modifying Transportation Benefit District (TBD) projects for 2022, previously approved in Resolution 2021-0010 adopted by Spokane City Council on February 8, 2021, due to project cost increases. (Council Sponsors: Council Members Zappone and Wilkerson)
Shauna Harshman
- RES 2022-0037 Regarding the approval of Cycle 10 (2020) traffic calming projects to be paid through the Traffic Calming Measures Fund. (Council Sponsors: Council Members Stratton and Zappone)
Shauna Harshman

NO FINAL READING ORDINANCES

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for April 25, 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 April 25, 2022, Regular Legislative Session of the City Council is adjourned to May 2, 2022.

NOTES



Agenda Sheet for City Council Meeting of:
04/25/2022

<u>Date Rec'd</u>	4/12/2022
<u>Clerk's File #</u>	CPR 2018-0032
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	SHAUNA 6246 HARSHMAN
<u>Contact E-Mail</u>	SHARSHMAN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Boards and Commissions Appointments
<u>Agenda Item Name</u>	0320 - CTAB APPOINTMENT

Agenda Wording

Appointment of Brian Thomas as the District 3, Seat 1, representative to the Citizen's Transportation Advisory Board for a term ending April 25, 2025.

Summary (Background)

Appointment of Brian Thomas as the District 3, Seat 1, representative to the Citizen's Transportation Advisory Board for a term ending April 25, 2025.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>	<u>Budget Account</u>	
Neutral \$	#	
Select \$	#	
Select \$	#	
Select \$	#	
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	ALLERS, HANNAHLEE	<u>Study Session\Other</u> N/A
<u>Division Director</u>		<u>Council Sponsor</u> CM Stratton
<u>Finance</u>		<u>Distribution List</u>
<u>Legal</u>		sharshman@spokanecity.org
<u>For the Mayor</u>		
<u>Additional Approvals</u>		
<u>Purchasing</u>		



Agenda Sheet for City Council Meeting of:
04/25/2022

Date Rec'd	4/13/2022
Clerk's File #	OPR 2022-0271
Renews #	

Submitting Dept	POLICE	Cross Ref #	
Contact Name/Phone	MAJ. MIKE MCNAB 509-835-4514	Project #	
Contact E-Mail	MMCNAB@SPOKANEPOLICE.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	SBO
Agenda Item Name	0680 PURCHASE OF HOSTAGE NEGOTIATIONS VEHICLE		

Agenda Wording

Requesting approval to purchase Nomad IC22 Mobile Command Vehicle for Hostage Negotiations Team.

Summary (Background)

The Hostage Negotiations Team (HNT) is in need of a suitable mobile communications vehicle where negotiators can quickly and safely respond to crisis situations. The Hostage Negotiations Team is a critical component in SPD's de-escalation strategy. This vehicle provides a suitable, safe, and smart mobile workspace that shields negotiators from inclement weather and ambient noise that can interfere with their ability to perform in crucial moments.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 448,760.17

Select \$

Select \$

Select \$

Budget Account

5902-79115-94000-56404-99999

#

#

#

Approvals

Dept Head MEIDL, CRAIG

Division Director MEIDL, CRAIG

Finance SCHMITT, KEVIN

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other PSCH 04/11/2022

Council Sponsor CM Cathcart

Distribution List

spdfinance@spokanepolice.org

mmcnab@spokanepolice.org

dwaters@spokanepolice.org

Additional Approvals

Purchasing

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Major Mike McNab- 509-835-4514
Contact Email	mmcnab@spokanepolice.org
Council Sponsor(s)	Councilman Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Purchase of Hostage Negotiations Vehicle
Summary (Background)	<p>The Hostage Negotiations Team (HNT) is in need of a suitable mobile communications vehicle where negotiators can quickly and safely respond to crisis situations. RCW 10.120.020 requires officers to “When possible, exhaust available and appropriate de-escalation tactics prior to using any physical force” which includes “calling for additional resources such as a crisis intervention team or mental health professional when possible”. The Hostage Negotiations Team is a critical component in SPD’s de-escalation strategy. These officers have advanced training in crisis negotiations and de-escalation techniques that frequently result in the peaceful conclusion with suicidal subjects, barricaded armed subjects and hostage situations. This vehicle provides a suitable, safe, and smart mobile workspace that shields negotiators from inclement weather and ambient noise that can interfere with their ability to perform in crucial moments. In addition, this vehicle supports the constantly evolving technological advancements for establishing and documenting communications during crisis negotiations.</p> <ul style="list-style-type: none"> Nomad IC22 Mobile Command Vehicle for \$448,760.17 (incl. 9.2% tax). Vehicle Purchase price \$410,952.54 from Nomad Global Communication Solutions Because a practicable electric vehicle is not available for this application, this vehicle will be capable of utilizing renewable diesel when it becomes available.
Proposed Council Action & Date:	Approval on April 25, 2022
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: 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?	

Having this vehicle improves the effectiveness of our hostage negotiations team and their ability to de-escalate confrontations and minimize the likelihood of force being used. The vehicle includes technology that documents interactions between officers and those in crisis, adding transparency to police activities.

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?

The department will be able to track the number of HNT vehicle deployments and how often force is used during those deployments. Police reporting can collect data on race and gender for these incidents.

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

This vehicle configuration was researched by surveying multiple police agencies with hostage negotiations teams that are equipped with a dedicated vehicle. Additionally, the City Fleet Department did an independent search for suitable vehicles that compared several manufacturers. The selected vehicle was the most suitable and the lowest price.

Hostage negotiations team deployments are tracked using a “after action review” document. This tracking will include if the vehicle was used, its performance, and how the vehicle’s capabilities impacted the outcome.

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 vehicle acquisition aligns with multiple goals from the Police Department’s 2022- 2023 Strategic Plan Including:

- **Help create a safer, healthier, and more supportive environment for all residents and visitors.**
- **Combat crime by using innovative policing practices and technology.**
- **Expand the highly successful collaborative approach in helping individuals experiencing behavioral health issues.**
- **Ensure the wellness and health of our employees, emotionally and physically.**
- **Maintain a progressive approach to best practices revolving around training, equipment, programs and service to the community and our employees.**

This proposal further aligns with the goals for implementation of the Law Enforcement Training and Community Safety Act, as well as police reforms passed during the 2021 and 2022 Washington State legislative sessions. The standard of “reasonable care” includes “When possible, exhaust available and appropriate de-escalation tactics prior to using any physical force”. This vehicle bolsters SPD’s commitment to de-escalating crisis situations to mitigate or eliminate the need to use force.



**NOMAD
GCS
COMPANY
PROPOSAL**

**SPOKANE POLICE
DEPARTMENT**
MOBILE COMMAND VEHICLE

WHEN EVERY MINUTE MATTERS



DATE: 03.11.2022

PREPARED FOR: SPOKANE POLICE DEPARTMENT

PREPARED BY: STEPHANIE DALE, INSIDE SALES SPECIALIST – STEPHANIE.DALE@NOMADGCS.COM
NOMAD GLOBAL COMMUNICATION SOLUTIONS, INC.

CONTACT: 5414 HIGHWAY 2 WEST
COLUMBIA FALLS, MT 59912
PHONE: 406.755.1721
TOLL FREE: 888.755.1721
FAX: 406.755.1731

ID'S: FEDERAL ID: 35-2182794
DUNS: 11-421-6802
CAGE CODE: 3DD46
BUSINESS SIZE: CERTIFIED HUBZONE SB

CONTENTS

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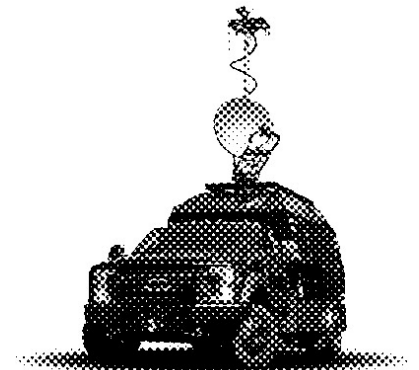
- 1.1 OUR STORY
- 1.2 OUR PEOPLE
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SECTION 02 // PROJECT PROPOSAL

- 2.1 BID LETTER
- 2.2 SOLUTION SPECS
- 2.3 ENGINEERING DRAWINGS

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- 3.1 WHEN IT'S FINISHED
- 3.2 WARRANTY
- 3.3 PAST PERFORMANCE
- 3.4 REFERENCES + TESTIMONIALS





OUTSIDE THE BOX SINCE OUR DAYS IN A BARN

Thank you for the opportunity to learn about your organization, understand the challenges, and work together toward a solution. Reflecting on nearly two decades in business, I am truly humbled. When four Montana raft guides took a leap of faith and built our first communications trailer in an old, dirt-floored barn with a leaky roof, none of us could have imagined the Nomad of today. From those modest beginnings, we've moved to the forefront, crafting mobile operations solutions for clients of all walks; from public safety and emergency management, to utility, military, medical, private sector business, and all points between. Our process is guided by the unique needs of each customer. We don't force you into a box... We build the box around you. It is a philosophy that has won Nomad lifetime customers and a stable of partners who share our thinking. Of course, none of this would have been possible without hard work, dedication, and a drive to innovate

(plus a little luck here and there). Oh, and that barn? Let's just say we've upgraded. But what really sets Nomad apart, the special sauce, is a tireless commitment to customer success, to building relationships that provide ongoing value long after the product ships. We look forward to bringing our knowledge, mission-driven approach, and the talents of a world-leading team to your mobile operations venture.

WILL SCHMAUTZ
PRESIDENT // CEO



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01 //

INTRODUCTION

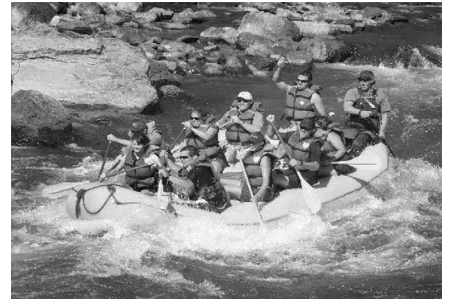
SPOKANE POLICE DEPARTMENT
MOBILE COMMAND VEHICLE

WHEN EVERY MINUTE MATTERS

1.1 // THE NOMAD STORY

FOUR FRIENDS

In the early 2000's, brothers Will and Seth Schmautz, along with friends Shane Ackerly and Clay Binford spent summers guiding raft trips on Northwest Montana's wild and scenic Flathead River. As the dog days of summer set in, river floating waned and the wildfire season typically kicked into high gear. This is the time of year when the guide company would offer its famous "blue buses" (usually used for transporting floaters) to the Forest Service as a means to get firefighters to the line.



ONE BIG IDEA

While driving those blue buses to the fire lines, the guys noticed something; a lack of modern connectivity. At best, a fiber-optic line might run several miles up a hillside to a single payphone. At worst, there was no connection, leaving camps isolated and firefighters unable to reach loved ones. The Internet was coming of age and satellite communications were no longer the stuff of science fiction. Seeing an opportunity to make a difference, the enterprising group cobbled together funds to build its first comms trailer. In 2002, with off-the-shelf electronics and a lot of elbow grease, "Nomad 1" was built by four friends in a Montana barn with a leaky roof.

RELENTLESS INNOVATION

The subsequent fire season was slow, so Nomad 1 was re-imagined as an Internet cafe in Glacier National Park. Tourists lined up to check their email and take care of other business on the ever-expanding World Wide Web. Concept proven. People were beginning to rely on communications that were never down, whatever the location, and Nomad would be there to lead the charge. Today, we design and build the world's best-connected command and communication solutions. From Montana to Saudi Arabia, we serve first responder, government, military, healthcare, utility, and other customers with interoperable solutions that work simply, and simply work... *When every minute matters.*



WATCH >>

From humble beginnings in a Montana barn (But hey... Apple, Google, Hewlett-Packard, and Disney all started in garages!), Nomad has risen to the forefront of mobile command, communications, and technology integration. Check out this short video to hear Will, Seth, Shane, and Clay tell the story. And stay tuned for the sequel, because we're just getting started.

See the short video at:
bit.ly/nomadstory



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1.2 // OUR PEOPLE



WHAT WE DO // MISSION-ALIGNED TEAMS

Nomad strives to integrate vertically and partner strategically. Efficiency, quality, and continual innovation only happens among close, purpose-driven teams, so we keep as much work in-house as possible. From sales and support, to IT and engineering... It happens here. Welding and fabrication, paint and electrical... It happens here. The guy who runs the wire in your truck is the same guy who will pick up the phone when you need help. In our partners, Nomad works only with like-minded companies and individuals who are the absolute best at what they do. In short, we don't hire "employees" to do "tasks." We grow and nurture long-term partnerships that serve a greater mission.

WHO WE ARE // DIVERSE + DRIVEN

The world's best-connected mobile operations solutions aren't born from status-quo thinking and merely-adequate effort. Without question, Nomad is built on a foundation of intelligent, hard-working professionals and supremely-skilled craftsmen. But we're also a group of unique *individuals*... People with diverse talents, passions, and personalities that create a vibrant work culture and drive collaboration and innovation. Supply chain experts, engineers, fabricators, developers, and tech wizards? Nomad has the best in the business. A chicken farmer, bull rider, and race car driver? Yep... We've got those, too.



WATCH >>

Nomad's associates are by far our most vital resource. We value not only what they bring to the business, but also who they are outside our four walls. Building lasting, mutually beneficial relationships with customers, vendors, and strategic partners starts with doing the same for our people. Enjoy this short clip about just a few of the special folks who make Nomad tick.

See it here:
bit.ly/nomadpeople



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1.3 // THE NOMAD DIFFERENCE

You have choices when selecting a partner for your mobile operations project. The challenge is distinguishing between solutions (and providers) which might, on the surface, appear to be similar. Peel back the layers, however, and some important points of contrast will emerge. Consider these components of *The Nomad Difference*.

CORE VALUES

We are a company founded and operated on principles of high character and a drive to constantly learn, grow, and innovate. Status quo and “the way it’s always been done” are not phrases found in the Nomad vocabulary. We establish high expectations, both internally and with our customers, then strive to exceed them in every way possible. Our partnerships with colleagues, suppliers, and customers are paramount, built on a foundation of mutual respect, honest and forthright dealings, and clear communication.

- + DO RIGHT
- + IMPROVE CONTINUOUSLY
- + EXCEED EXPECTATIONS
- + FORM TRUSTED PARTNERSHIPS

MISSION ALIGNMENT

At the outset of any partnership, we work to ensure you and Nomad both fully understand the problems that need to be solved. We align our time-tested design and manufacturing processes with your needs and agree on expectations and timelines. Then, most importantly, we set up a framework of mutual accountability, a feedback loop that cuts errors and gives you unmatched visibility into your project. Internally, we align our teams, putting the best pieces in place to accomplish your mission with efficiency and excellence.

TRUE INTEGRATION

Nomad GCS is the most comprehensive solutions integrator in the industry. Our approach to mobile operations is holistic, with the goal of *no separate systems*. What does that mean for you? Chassis, shelter, power, IT, communications, climate control, ergonomics... All the components of your solution function as a whole, with centralized control and data capture. Building a communications solution piece-by-piece is perilous. Our integrated approach removes all worry and sets you up for a solution that works flawlessly, now and in the future.

CUSTOMER SUCCESS

Customer service is too often reactive. It waits until something is broken. We take a more proactive approach, working hand-in-hand with customers on a four-point success program. 1) Define: Identify the specific metrics that signal your initiative is meeting its objectives. 2) Measure: Conduct regular reviews and share your findings. 3) Optimize: Use Nomad-driven data insights to continually pivot, evolve, and improve your mobile operations program. 4) Advocate: Partner with Nomad to tell your success story to the world and position us both as leaders.



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02 //

PROJECT PROPOSAL

SPOKANE POLICE DEPARTMENT
MOBILE COMMAND VEHICLE

WHEN EVERY MINUTE MATTERS

2.1 // BID LETTER

March 11, 2022

Spokane Police Department
Attn: Major Mike McNab
Spokane, WA
(509) 835-4514

Subject: 803897 Mobile Command Vehicle

Major McNab,

Nomad Global Communications Solutions, Inc. is pleased to provide you with the following quote for one (1) Mobile Command Vehicle to meet your solicitation requirements.

Item	Description	Quantity	Item Price	Total Price
1	IC22 Mobile Command Vehicle <ul style="list-style-type: none">- 22' Custom, Purpose Built Command Shelter- International CV 4 X 4 Single Cab Chassis- Meets or exceeds specification requirements- Nomad Total Command (NTC) Vehicle Automation System- Nomad Standard 12 Year Warranty- Training Customer requested requirements included in base price: <i>Please see the following pages for detailed specifications.</i> <ul style="list-style-type: none">- Two (2) Room Shelter- Hydraulic Leveling System- One (1) Flat Floor Slide Out- LED Scene Lights- Emergency Light Kit (6x)- Automatic Vertical Arm Awning- White Dry Erase surfaces installed- 2x1 I/O Panel- Three (3) Computer Workstations with Chairs- HDMI- CAT6 Network Cable- Three (3) 32" Monitors- One (1) 50" TV Monitor- HVAC- One (1) Conference Table with Chairs- One (1) Exterior Workstation Side Mount	1	\$410,952.54	\$410,952.54
	Customer Requested IT Systems			
	Dejero Full System, Rack, Ingo, Cue	1		Included
TOTAL				\$410,952.54

Technical Notes/Clarifications:

- Delivery 365 calendar days After Receipt of Order (ARO)
- Any purchases resulting from this quotation must reference this quotation or in some other way invoke the terms and conditions expressed in this quote.
- All pricing and specifications are proprietary and confidential to Nomad. No public distribution or dissemination is allowed without prior written permission from Nomad.
- Local and State sales taxes are not included in proposed pricing, unless otherwise required in the contract terms.
- 2% rebate available for prepayment in full.



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- All projects are subject to availability.
- All projects are subject to a payment schedule of 50/25/25, unless otherwise specified in the contract.
 - o 50% of payment at PO
 - o 25% upon superstructure completion
 - o 25% upon delivery
- The project must be paid in full upon final acceptance before keys and title can be transferred.
- Invoices are due on receipt date. Finance charges will be added at a periodic rate of 1.5% per month applied to balances over 30 days old from invoice date.
- Quote is valid for 30 days.
- 5% fee applies to credit card charges.

Thank you very much for your time and for considering Nomad for your Mobile Command Vehicle needs. The information that I have provided you is a small sample of the type of products and services that Nomad can provide. If you have any specific operational goals you need to meet that these specifications do not take into account, we would be pleased to work up some additional information for your review.

Please do not hesitate to call or email me if you have any questions or concerns. I look forward to hearing from you in the near future.

Sincerely,



Sam (Douw G.) Steyn
 Solution Sales Manager
 Nomad Global Communication Solutions, Inc.
Sam.Steyn@nomadgcs.com
 PO Box 865
 Kalispell, MT 59903
 Office : 406.755.1721
 Direct : 406.863.6196
 Mobile: 406.885.2905



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03 //

CUSTOMER SUCCESS

SPOKANE POLICE DEPARTMENT
MOBILE COMMAND VEHICLE

WHEN EVERY MINUTE MATTERS

3.1 // WHEN IT'S FINISHED



LONG-TERM VALUE

"PRICE IS WHAT YOU PAY. VALUE IS WHAT YOU GET." - WARREN BUFFET

When you work with us, you don't just get the keys to a world-leading mobile operations solution (though that's pretty cool, too). You also gain a strategic partner, committed to helping you achieve optimal performance and measurable value for the long haul. The four-point Nomad Customer Success Model moves us into the future together, in a mutually-beneficial alliance of service, innovation, and leadership.

THE NOMAD CUSTOMER SUCCESS MODEL

1. **DEFINE:** Identify the specific metrics that will signal your initiative is meeting its objectives
2. **MEASURE:** Conduct regular reviews and share your findings with stakeholders
3. **OPTIMIZE:** Use Nomad-driven data insights to continually pivot, evolve, and improve your mobile operations program
4. **ADVOCATE:** Partner with Nomad to tell your success story to the world and position us both as leaders

REVIEW + DELIVERY

Upon completion of your project, Nomad conduct a final QC period of at least one week to ensure the asset is roadworthy, watertight, and technically sound. It can be picked up at our Montana facility or delivered to another location. Your final review can take place at the time of delivery, but an on-site inspection at Nomad is recommended. This allows any issues to be resolved efficiently.



TRAINING

Full training on the asset and installed equipment will be provided, the extent of which will be determined by the project's complexity. You'll receive customized operator and service manuals, including troubleshooting tips. If in-person training is a challenge, you might opt for virtual or video sessions. After initial training, we will continue to keep you versed in critical updates or changes that affect your asset.



SUPPORT

When every minute matters, you can't afford downtime or delays caused by multiple points of accountability. Nomad is your single support contact for all installed and integrated equipment. We offer service levels to suit any need, from regular business-hour to 24x7x365. Managed Service Agreements add even more piece of mind, with preventative maintenance, tech refreshes, and more.



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3.2 // WARRANTY

Because of our focus on long term partnerships, we support customers with industry-exclusive technology sustainment and warranty plans that help you protect your investment. Nomad GCS will serve as the primary contact for all service and warranty work and will coordinate all work completed on your mobile operations asset by Nomad service technicians and/or authorized service providers.

DURATION

Nomad warrants to customer all effective materials and workmanship for a period of twelve (12) years from date the apparatus is placed in service. All tires, batteries, electrical devices and other miscellaneous system components shall be covered by their respective manufacturer's warranty's from the date the apparatus is placed in service. Nomad will act as the primary coordinator for warranty claims involving these respective manufacturer's warranties. All warranties shall commence the date the apparatus is first placed in service.

PROCESS

Nomad technicians are available to take calls and/or emails 24x7x365. Nomad has a network of repair facilities and mobile technicians and Nomad shall arrange for the repair or replacement of such equipment at a location convenient for Nomad, at Nomad's sole option, provided that a) written notice of any defect is given to Nomad immediately upon discovery of the claimed defect, and such notice is given within the Warranty Period, b) the defective items are returned to Nomad with freight prepaid by customer, and c) an inspection of the returned item(s) by Nomad indicates that the defect was not caused by abuse or improper use, maintenance, repair, storage, negligent handling or alteration by anyone other than Nomad, or the manufacturer of such item.

PARTS + SERVICES AVAILABILITY

Nomad understands that down time is not an option for our clients, which is why Nomad builds its vehicles utilizing as many non custom parts as possible. Nomad stocks everything from additional windows and doors to radio rails, cabinets and communications equipment. Nomad will work closely with your organization to address any and all parts that could be considered failure points and ensure that those parts are available quickly if needed.

EXCLUSIONS

There is no warranty for items or parts of equipment of characteristically indeterminate life, such as bulbs, fuses, etc. The decision to repair or replace shall be at Nomad's sole discretion and such remedies shall be the sole and exclusive remedies available to customer under this warranty. Any item(s) which are replaced under this warranty shall automatically become the property of Nomad and the replacement items shall become the property of the client. In an event shall the aggregate liability under this warranty exceed the cost of repair or replacement of such defective item. This warranty shall not apply to any product or parts thereof, that a) has had the Serial Number, Model Number, or other identification markings altered, removed or rendered illegible, b) has been damaged by or subject to improper installation (except that Nomad shall remain responsible under the warranty if Nomad or its contractors performed such installation) or operation, misuse, neglect, use in any way with equipment not previously approved in writing by Nomad and such combined use is the sole cause of the defect, or from any cause beyond Nomad's control, c) has been repaired or altered by other than Nomad personnel or its authorized contractors and/or has been subject to the opening of any sealed cabinet boxes without Nomad's prior written consent, and/or d) has been used in any way other than in strict compliance with Nomad's installation and operation instructions provided to customer with the equipment.

EXTENDED WARRANTIES

Additional warranties are available. We would be happy to discuss options once we have a full understanding of your warranty needs.



3.3 // PAST PERFORMANCE

For military, emergency response, public safety, utility, and any application that demands unwavering performance, Nomad's mission is clear: *Provide the world's best-connected mobile operations solutions.* In the pages that follow, you'll see a sampling of the 400+ projects we've completed. Please feel free to contact these references to learn more about their experiences partnering with Nomad. If you have questions or would like to see additional project summaries, don't hesitate to contact us.



TACTICAL VEHICLES



MOBILE COMMAND CENTERS



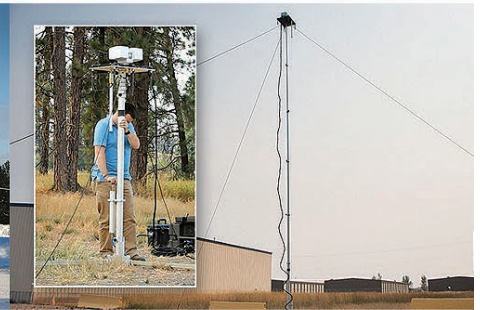
COMMUNICATION TRAILERS



MOBILE TELEMETRY



INDUSTRY + BUSINESS BUILDS



MAN-PORTABLE ASSETS



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3.4 // REFERENCES + TESTIMONIALS



YOU'RE IN GOOD COMPANY

Our personalized, mission-driven approach and focus on building long-term partnerships has led to a list of repeat clients spanning all 50 states, plus a rapidly-growing international constituency. Read what a few valued customers have to say about their experiences working alongside Nomad. If you're interested in seeing references from specific agencies or industries, or relating to certain kinds of solutions, please contact us. And we will get you connected. After all, our customers say it best!

THOUGHT LEADERS

"My company has done business with Nomad for over 15 years, and since my earliest involvement I have found them to be world class. As we've collaborated on a number of government and commercial projects, they've exhibited a high level of integrity, sound technical capabilities, and the ability to manufacture a diverse product offering with excellence. They think creatively, communicate effectively, and are known for thought leadership. I have visited their facility multiple times and find their manufacturing processes and quality to be top of their class."

Garry Enyart
Cummins Power Systems



EXCEPTIONAL

"Nomad came highly recommended from a trusted partner of United Rentals. What separated them was the creativity and experience of their team. Throughout the build, we gained confidence that we had chosen the right partner. We were provided frequent updates and the communication was great. This was truly a custom build and we were directly involved during assembly, allowing us to make decisions with confidence at each stage. The result exceeded expectations. The craftsmanship and technology make Nomad products exceptional."

Taylor Gladding
United Rentals Power + HVAC



PROUD TO PARTNER

"It is rare to have an opportunity, on both a personal and professional level, to recommend a business and a group of people, as heartily as this one. Nomad's innovative spirit is at the core of what they develop for key agencies focused on security and vital communications. In the era of communications systems that are changing quickly, as new innovations are made available, Nomad seems to be at the leading edge. Our trust in the integrity of, and confidence in Nomad GCS is unquestioned. We are proud to be partnered with them."

Joe Hughes
National Ford Truck Club



WATCH >>

Nomad recently partnered with the Tennessee Department of Intellectual and Developmental Disabilities (TNDIDD) to bring wheelchair fitment and therapeutic positioning assistance to the field with a custom mobile clinic.

"Nomad was wonderful to work with. A great experience. Thanks for helping us design this system."

Deborah Poirier
TNDIDD

See a video of the vehicle in service at:
bit.ly/tndidd



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THANK YOU

We appreciate the opportunity to submit our capabilities, work processes, past performance, and solution concepts for consideration. Wherever you are at in the specification and purchase process, Nomad will meet you with expertise and a personalized experience you're unlikely to find anywhere else. Our goal is not to force you into a cookie-cutter product, but to walk with you on a journey to the ideal, custom solution for *your* unique mission. This spirit of partnership will carry forward into the future as we help you ensure long-

term performance and prove value to your stakeholders. Should questions arise or clarifications be needed, please don't hesitate to contact us at any time. We look forward to working together.

THE NOMAD TEAM



CONNECTED

NOMAD GCS

CONTACT

Address:

Nomad Global Communications Solutions
5414 US Highway 2 West
Columbia Falls, MT 59912

Phone:

Toll-Free // 888.755.1721
Local // 406.755.1721
Fax // 406.755.1731

Online:

Web // nomadgcs.com
Email // info@nomadgcs.com



Agenda Sheet for City Council Meeting of:

04/25/2022

Date Rec'd	4/12/2022
Clerk's File #	OPR 2022-0272
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 METAL DUMPSTERS		

Agenda Wording

Three year and one-month value blanket order with Wastequip Manufacturing Company, LLC (Charlotte, NC) for supplying new metal refuse and recycling dumpsters -- estimated annual expenditure \$550,000 (including tax).

Summary (Background)

The Solid Waste Collection and Disposal Departments own, operate and maintain an inventory of metal refuse/recycling containers and roll off boxes (collectively referred to as "dumpsters"). New metal dumpsters are purchased to allow an adequate inventory for size changes, account growth and to replace dumpsters which are no longer repairable and have reached the end of their useful life. This value blanket order is based off of Sourcewell Cooperative Purchasing Contract (continued....)

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account

Expense	\$ 550,000	# various
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	AVERYT, CHRIS	Study Session\Other	Urban Exp 04.11.2022
Division Director	FEIST, MARLENE	Council Sponsor	CM Stratton
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	ODLE, MARI	caveryt@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	rschoonover@spokanecity.org	
Additional Approvals		jsalstrom@spokanecity.org	
Purchasing	PRINCE, THEA	Tax & Licenses	
		rhughes@spokanecity.org	
		mdorgan@spokanecity.org	
		tprince@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

#040621-WQI which was awarded to this vendor from an RFP issued by Sourcewell in 2021. The Sourcewell contract expires June 2, 2025 and can be extended for up to one (1) additional year. The Solid Waste Departments would like the expiration of this value blanket to align with those dates, included the one (1) year extension if granted by Sourcewell, for a maximum term of approximately four (4) years and one (1) month. City bid #ITB 5596-22 for metal dumpsters was issued with only one response received. The pricing from that bid was only guaranteed for a twenty-four hour period so other options were researched. This Sourcewell contract had the most favorable terms for the City and pricing that would be considered stable in current market conditions.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

mjenkins@wastequip.com

kboyovich@wastequip.com

Committee Agenda Sheet

Urban Experience

Submitting Department	Public Works/Solid Waste Collection & Disposal
Contact Name & Phone	Chris Averyt/509.625.6540
Contact Email	caveryt@spokanecity.org
Council Sponsor(s)	CM Karen Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: N/A
Agenda Item Name	Value Blanket Contract with Wastequip Manufacturing Company, LLC
Summary (Background)	<p>The Solid Waste Collection & Disposal Departments own an inventory of metal refuse/recycling containers and roll off boxes (collectively referred to as “dumpsters”) that need to be replaced when they are no longer repairable. Solid Waste Collection provides dumpsters to commercial customers in addition to renting them out on a temporary basis to contractors and homeowners. Solid Waste Disposal utilizes their dumpsters onsite at the Waste to Energy Facility. Purchase of new metal dumpsters allows adequate inventory for replacement, size changes and new account growth.</p> <p>Bid # ITB 5596-22 was issued and only one response was received from a different vendor. The pricing on the bid response was significantly higher and the vendor noted that pricing would only be honored for twenty-four hours due to the volatility of the steel market. This value blanket contract with Wastequip will allow the Solid Waste Departments to purchase dumpsters through Sourcewell’s Cooperative Purchasing Contract # 040621-WQI, which was awarded to Wastequip in June 2021. To date, Wastequip’s current pricing for this contract has remained unchanged since August 2021. After looking at options, this contract was the most favorable to the City.</p> <p>The Sourcewell Contract expires June 2, 2025, with an option to be extended for up to one (1) year. We are requesting that the City contract align with these dates.</p>
Proposed Council Action & Date:	Consent Approval on 04/25/2022
Fiscal Impact: Total Cost: <u>\$550,000 estimated annually; purchased as needed.</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Solid Waste Collection’s Operating Budget	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.): Solid Waste Collection & Disposal generate revenue through refuse/recycling services and disposal rates.	

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? Expenses are tracked through FMS. This is a value blanket contract with purchases made as needed throughout the year based on account growth trends, onsite dumpster inventory counts, the age of existing inventory and whether that inventory can be refurbished vs. replaced. Dumpsters have an average estimated life span of ten (10) years due to usage, materials collected, inclement weather, and other environmental factors. Dumpsters are tracked by their assigned inventory number and records are kept on their service.
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 purchase aligns with SMC 13.02.0200 Universal Service by the City, SMC 1302.0202 Compulsory Service and SMC 13.02.0340 Customers Must Use Only Approved Containers. These ordinances require that occupied properties within the city limits accept and pay for solid waste removal provided universally by the city. The city provides its customers dumpsters that are compatible with collection trucks. This purchase also aligns with the City's Comprehensive Plan CFU 5.5 WASTE REDUCTION AND RECYCLING by purchasing dumpsters which can be refurbished to extend their useful life before replacement is necessary.

**Solicitation Number: RFP #040621****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Wastequip Manufacturing Company LLC, 6525 Morrison Blvd., Suite 300, Charlotte, NC 28211 (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 Bulk Solid Waste and Recycling Equipment 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 June 2, 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 affiliates, 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. In no event will Vendor be liable for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, or exemplary damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not the indemnitee was advised of the possibility of such damages.

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:

\$2,000,000 per occurrence

\$2,000,000 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 Sourcewell 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 Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell 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 Sourcewell 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

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell 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.

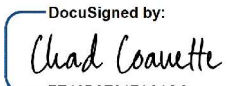
Sourcewell

Wastequip Manufacturing Company LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/26/2021 | 2:57 PM CDT

DocuSigned by:

By: C78BB77820D1461...
John Defenbaugh
Title: President-Commercial
Date: 6/2/2021 | 2:32 PM EDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 6/2/2021 | 1:39 PM CDT

RFP 040621 - Bulk Solid Waste and Recycling Equipment

Vendor Details

Company Name: Wastequip Manufacturing Company LLC

Does your company conduct business under any other name? If yes, please state: Wastequip LLC

Address: 841 Meacham Road
Bid Location
Statesville, NC 28677

Contact: Marya Jenkins

Email: mjenkins@wastequip.com

Phone: 800-424-0422 09587

Fax: 800-424-0422

HST#: 223191624

Submission Details

Created On: Thursday February 18, 2021 14:24:47

Submitted On: Tuesday April 06, 2021 11:17:52

Submitted By: Marya Jenkins

Email: mjenkins@wastequip.com

Transaction #: 7520c546-beb0-4e2b-9423-af6d89d3f024

Submitter's IP Address: 65.158.142.90

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):	Wastequip LLC	*
2	Proposer Address:	6525 Morrison Blvd, Ste 300 Charlotte, NC 28211	*
3	Proposer website address:	www.wastequip.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):	John Defenbaugh, President, Commercial 6525 Morrison Blvd, Ste 300 Charlotte, NC 28211 JDefenbaugh@wastequip.com 704.366.7140	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marya Jenkins, Bid/Contract Specialist 841 Meacham Road Statesville, NC 28677 MJenkins@wastequip.com 800-242-0422 Ext 09587	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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>Privately held, Wastequip is the leading North American manufacturer of waste handling equipment. Headquartered in Charlotte, North Carolina with manufacturing and service facilities throughout North America, the company has over 2,000 employees across North America.</p> <p>With locations throughout the United States, we serve our customer base on a local level while delivering economies of scale that smaller manufacturers cannot achieve. Since many of our brand companies serve sectors in which it can be difficult and costly to ship products from remote locations, this gives us a distinct advantage over competitors with a smaller footprint.</p> <p>Wastequip was created to consolidate the highly fragmented and regionalized waste equipment manufacturing sector. Our vision was to provide the large and growing base of national haulers with a single source for their waste hauling needs, including standardized equipment, highly durable products, inventory availability, faster delivery and outstanding customer service.</p> <p>Wastequip established an extensive North American manufacturing and service footprint. Over the course of three decades, Wastequip strategically purchased the top companies and best brands — from refuse trucks, to hoists, carts and tarping systems — and united them under the Wastequip name.</p>	*

8	What are your company's expectations in the event of an award?	As a possible incumbent awardee, Wastequip expects to: 1. Continue to increase awareness in the marketplace regarding our Sourcwell contract, our products and services by offering total product purchase solutions using our Sourcwell contract and teaming with other Awarded Sourcwell Vendors. 2. Continue to promote Sourcwell within our existing customer base and expand this offering to newly acquired divisions within Wastequip. 3. Continue to improve upon our dealer networks understanding of Sourcwell and how to utilize our Sourcwell contract to gain the competitive advantage. 4. Continue revenue growth by continuing to gain market share.	*
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.	Please see the attachment labeled: 2. RFP 040621 Wastequip Q9 Financial Strength and Stability This attachment includes our 2020 unaudited financials and current bond rating letter.	*
10	What is your US market share for the solutions that you are proposing?	While Wastequip's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position. Based on our internal estimates, we determined that most of Wastequip's business units enjoy a number one or number two position in the marketplace, including our Steel Group and Galbreath Mobile Group.	*
11	What is your Canadian market share for the solutions that you are proposing?	Most of our divisions do a very small amount of business in Canada therefore we do not track our Canadian market share.	*
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?	b). Wastequip is best described as a manufacturer.	*
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.	Wastequip has all requisite permits and licenses to operate in each local facility and service area. While there are no particular national licenses or certifications required to be held in our industry, Wastequip has implemented QUALITY ASSURANCE PROGRAM built on the same structure as ISO. 1.The purpose of our Kanban implementation is to produce exactly what the customer wants, when the customer wants and in the quantity the customer wants. 2. Our WPS system is a 5 step process for organizing our workplace. This organization establishes a workplace standard/normal condition. It creates a standardized, safe and better working environment. It enables us to work more effectively. It encourages ownership and teamwork and creates visual management tool by enabling quick recognition of abnormalities in order to take actions to return or improve the standard. 2. Wastequip operates facilities that are OSHA compliant. 3. Wastequip products offer full compliance with the following American National Standards Institute (ANSI) Standards to ensure consistent quality: ANSI Z245.30 – 2008 Waste Containers-Safety Requirements and Z245.60-2008 Waste Containers-Compatibility Dimensions ANSI Z245.2-2013 Stationary Compactors and Z245.5-2013 Baling Equipment ANSI Z245.1 Mobile Wastes and Recyclable Materials Collection Wastequip employees from several divisions have or are currently serving on National Waste and Recycling Association committees or subcommittees.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

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	2020 - Nick Wiseman, Wastequip's CHRO, was recognized by the HRO Today Association as a 2020 Finalist for the Engagement Strategy Excellence Awards for the North America Region. 2019 - Wastequip was recognized by Charlotte Magazine as the Best Company to Work For 2019 - Kristin Kinder, Wastequip's VP of Research and Waste Stream Sustainability, was recognized by Waste360 for 40 Under 40. 2019 - Henry Retamal, Wastequip's President of Operations, was recognized by Waste360 for 40 Under 40. 2018 - Steve Klueg, Wastequip's CFO, was recognized by the Charlotte Business Journal as CFO of the Year. 2018 - Rich Sedory, Wastequip's General Council, was recognized by the Charlotte Business Journal as Outstanding General Counsel of the Year. 2017 - Wastequip was recognized by the Charlotte Business Journal as the Middle Market Leader of the Year	*
17	What percentage of your sales are to the governmental sector in the past three years	For the product line being offered in this RFP, over the past three years approx. 6% of our total sales were to the government sector.	*
18	What percentage of your sales are to the education sector in the past three years	For the product line being offered in this RFP, over the past three years approx. 1% of our total sales were to the education sector.	*
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?	Sourcewell: National Co-Operative Contract; \$9.44 M; \$15.2 M; \$13.9 M Houston Galveston Area Council (HGAC): National Co-Operative Contract; \$762K; \$924K; \$1.06 M Texas BuyBoard: National Co-Operative Contract; \$944K; \$1.48 M; \$821K	*
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?	None at this time.	*

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 *	
City of Huntsville	Darrel Luker	936-581-6417	*
City of Nacogdoches	Cary Walker	936-559-2582	*
Calcasieu Parish	LJ Wimberly	337-721-3760	*

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 *	
CITY OF ALBUQUERQUE	Government	Arizona - AZ	Provide refuse equipment	Varies	\$1.72M	*
CITY OF MISSION	Government	Texas - TX	Provide refuse equipment	Varies	\$796K	*
CITY OF HARLINGEN	Government	Texas - TX	Provide refuse equipment	Varies	\$708K	*
CITY OF LOGAN	Government	Utah - UT	Provide refuse equipment	Varies	\$525K	*
LOWER VALLEY WATER DISTRICT	Government	Texas - TX	Provide refuse equipment	Varies	\$479K	*

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>The majority of Wastequip sales are made directly by Wastequip employed Regional Sales Managers (RSM). Our direct Wastequip employed sales network consist of the following:</p> <p>Wastequip Steel Group to include compaction equipment consists of (18) RSM's that cover the continental US, Hawaii, Alaska, and Canada and (8) Customer Services Representatives (CSR)</p> <p>Confab Steel Group consists of (3) RSM's that cover the lower US West Coast and Hawaii and (6) CSR's</p> <p>Galbreath Mobile Group consists of (5) RSM's that cover the continental US and Canada and (3) CSR's</p> <p>Amrep Mobile Hoist Group consists of (5) RSM's that cover the continental US and Canada and (8) CSR's</p> <p>All groups are supported by our Wastequip Bid Team and our Wastequip Call Center Inside Sales Team members. Wastequip also provides product group specific Warranty Teams. Together these team members perform all actions necessary to produce an acceptable level of sales, including, but not limited to: making sales calls necessary to cover territory, assisting with test programs and warranty administration. All dealers and service providers are independent third party contractors and employ their own teams consisting of sales, service and warranty staff.</p>
24	Dealer network or other distribution methods.	<p>All Wastequip Groups rely on a wide and geographically diverse independent third party dealer network and service providers who aid in developing new business and provide additional support services to Wastequip.</p> <p>1. Wastequip/Confab Steel Groups offer approx. fourteen (14) Preferred Dealers who employ sales and service staffs.</p> <p>2. Galbreath Mobile Group touts a robust dealer network for the cable hoist market consisting of approximately fifty (50) qualified Galbreath dealers located strategically across the US.</p> <p>3. Amrep Mobile Hoist Group offers a geographically diverse independent third party dealer network consisting of (6) dealers with (11) locations, who aid in developing new business and provide additional support services to Amrep. Wastequip's Amrep division services our customers and dealer network from (5) factory owned locations. Our dealer network and service providers are fully supported by the Wastequip sales, service and warranty teams.</p>
25	Service force.	<p>All Wastequip Groups rely on a wide and geographically diverse independent third party dealer network and service providers who aid in developing new business and provide additional support services to Wastequip.</p> <p>Our Wastequip/Confab Group offers a nationwide service provider network of approximately 526 independently owned service provider companies who provide warranty, preventative maintenance, service and repair of equipment.</p> <p>Our Galbreath Mobile Group dealer network also provides warranty, preventative maintenance, service and repair of equipment assistance.</p> <p>All Wastequip Groups employ division specific engineering staff who are available for specific design projects or technical requirements.</p> <p>Our dealer network and service providers are fully supported by the Wastequip sales, service and warranty teams.</p>

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>Wastequip prides itself on superior customer service and has significant experience servicing both large and small municipal and privately owned accounts as well as multi-location organizations. Our extensive customer base demands rigorous, just-in-time delivery performance and responsive customer service. Wastequip's Customer Service Representative (CSR) handle customer needs prior to, during, and after orders are placed with our company. Our goal for standard product order entry is to have customers' orders submitted, entered, and confirmed with ship dates within 48 hours of receiving the Purchase Order. Non-Standard or Special Products go through a similar process that includes engineering, sales drawing submittal for approval, and then from approval on to confirmed ship date.</p> <p>At Wastequip we want all customers to have a great experience with our products – from our first contact with us all the way through product delivery. As such, we have adopted the following customer service credo:</p> <p>Commitment:</p> <ul style="list-style-type: none"> • We will treat all customers with respect (regardless of size) • We will follow up with customers upon receipt of order to ensure satisfaction • We will resolve any issues quickly <p>Support:</p> <ul style="list-style-type: none"> • We will provide a dedicated Customer Service Representative (CSR) for each participating member • We will respond quickly on quotes (same-day response in most cases) • We will provide an order confirmation (within 48 hours in most cases) • We will call customers with shipping & delivery information and provide early notification should there be any issues with orders 	*
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	All Wastequip Groups are able to fully serve all 50 states and U.S. Territories	*
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	All Wastequip Groups are able to fully serve Canadian Provinces	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All Wastequip Groups are able to fully serve all 50 states, U.S. territories, and Canadian provinces.	*
30	Identify any Sourcwell 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?	<p>All Wastequip Groups are able to fully serve all 50 states, U.S. territories, and Canadian provinces.</p> <p>Wastequip's Amrep Mobile Hoist Group currently has a stronger presence in the Western Region of the United States. In 2018 an Eastern production facility was opened in Salisbury N.C. to manufacture for the Eastern market. Since 2018 Amrep has been widening its reach and presence in the Central and Eastern U.S.</p> <p>Wastequip's Amrep Group intends to maintain the expansion by continually adding support dealers in areas where service facilities are limited.</p> <p>There are no current contracts nor relationships that limit our ability to serve the aforementioned markets.</p>	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>No specific contract requirements or restrictions would apply.</p> <p>Wastequip is able to serve these areas with all of our offered products. We find that the difference in our service involves Ocean Freight, different sized sea containers (different container quantities than over-the-road semi truck loads), and varying schedules for shipments. The shipments may vary due to restricted passage to these outlying states/territories whose path of shipment may involve extreme seasonal and other weather related issues. We find that these customers are more than aware of the issues surrounding their shipments, and they are most accepting of these differences for shipments.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
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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.	<p>Please see attached 7. RFP 040621 Wastequip Q32 Marketing Plan Samples</p> <p>Within selected media channels, Wastequip will announce its continuing partnership with Sourcewell via a press release or other content delivery form. This will be directed at those market categories with whom this message and value will resonate. Wastequip will advertise via digital and print platforms, including social media outlets, with paid and organic creative. The target audience will include Government buyers in such segments as Public Works and Municipalities, and in such publications as American City and County and/or Government Product News.</p> <p>Our association and partnership with Sourcewell will be prominently displayed at appropriate trade show events. Wastequip participates in a variety of major/national trade shows, as well as having a presence in numerous regional shows and events. We will promote the partnership by incorporating the Sourcewell logo on various show assets (such as banner stands) and literature as appropriate.</p> <p>Wastequip has numerous web properties that promote our value to the markets we serve, and we will include Sourcewell information and possibly a link back to Sourcewell (depending on link feasibility) on our web properties.</p>	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>***CONFIDENTIAL INFORMATION***</p> <p>Facebook: Wastequip utilizes both paid and organic posts to promote partnerships, product release, service offerings, and our dedication to creating and maintaining a sustainable environment. We are able to hone our message and be exacting in who we reach, and our Facebook property allows for interaction with both customers (such as municipalities) and the general consumer. We are able to capture these visits to our page and understand if our messaging is resonating, and then adjust accordingly (if necessary).</p> <p>LinkedIn: This platform allows Wastequip to reach specific job titles and companies that have an interest in our product, and also allows us to open the door to new market opportunities and reaching new segments for penetration.</p> <p>Wastequip website properties: Within our websites, we provide the value we offer to the market and answer the question of "Why choose Wastequip." Our sites are segment focused, with a sub focus on product. We are able to capture data on visitors and gain a better understanding of what the market desires and what is important to them when selecting a supplier of products and services.</p> <p>Banner ads: Wastequip tracks site visits and conversions from keywords and banner ads as seen in publications of interest. Email inquiries are tracked through the sales cycle in Salesforce by lead source. Wastequip uses Google Analytics, Pardot tracking, Salesforce reporting, and pay per click data to enhance the effectiveness of our marketing campaigns.</p> <p>The Wastequip YouTube channel allows interested users (customers, consumers) to actually view a variety of products in use. This helps enhance reputation in the market, and broadens our message as being a provider of sustainable, durable, and effective products.</p> <p>Wastequip uses Twitter to share more news oriented content or retweet relevant waste industry news content.</p>	*
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?	<p>Wastequip believes the Sourcewell role in promoting the contract is similar to Wastequip's. Based on the success we have enjoyed with Sourcewell for the past 11 years we believe we have a good understanding of and appreciation for Sourcewells' promotion of our contract to its member agencies. Wastequip will continue to share the responsibilities.</p> <p>1. Networking - In light of the current COVID pandemic and networking opportunity limitations, Wastequip and Sourcewell should share and exchange information in order to help each organization to promote the contract. Our organizations can share newsletters, participate in e-mail networks, or meet at seminars and conferences once open to the public events occur.</p> <p>2. Multisector Collaborator - Sourcewell and Wastequip should continue to work together to look for ways to expand product offerings based on Sourcewell Member needs, if those needs were not initially included into the RFP. Sourcewell and Wastequip should work together to offer more in depth dealer/distributor network training.</p> <p>By sharing the above listed responsibilities Wastequip's aim is to strengthen the relationship between our Regional Sales Managers with the Sourcewell professional staff. We also look forward to more pro-active marketing of this contract through our Wastequip Marketing team using electronic media, shows and meetings.</p> <p>The Wastequip Bid Department will continue to be a primary conveyor of our partnership with Sourcewell, and include the appropriate logo and data in bid/contract packages as deemed necessary. This will extend the reach of Sourcewell into markets that Sourcewell currently may not serve and aide in bringing awareness to those markets.</p>	*
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.	No, due to the special requirements of the products Wastequip manufactures, our products are not currently available for e-procurement to municipal/government entities.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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>Wastequip Steel Group offers specific Sales and Compaction Technical training consisting of the following:</p> <ol style="list-style-type: none"> 1. Compaction Sales Training: Training is provided at no charge and consists of basic overview of compaction operation and usage. Nine classroom training modules cover fundamentals, process, applications, waste flow analysis, equipment types, feeding recommendations, electrical requirements, location analysis, site surveys, and available equipment options. Sales Training can be geared for 1 day or broken into smaller multiple sessions. 2. Compaction Technical Training: Training is a 2-day classroom and hands-on course for service and maintenance personnel of compaction and baler equipment. The course is \$350 per student and each attendee receives a service training manual, training competitions certificate and an electric volt meter. The curriculum includes the following: <ol style="list-style-type: none"> 1. Plant Tour 2. Hydraulics 3. Electrical Theory 4. Hands-on hydraulic and electrical demonstrations 5. Troubleshooting systems 6. Application of classroom knowledge to achieve solutions 7. Guardian Control System 8. ANSI (American National Standards Institute) 9. Lock out / tag out procedures 10. Review of new equipment features
37	Describe any technological advances that your proposed products or services offer.	<p>Wastequip manufactures a full range of garbage collection, compaction, transportation, and disposal equipment for residential, commercial, and industrial applications. Wastequip's commitment and continued investment into product innovation will lead to continuous improvement in every phase of waste management.</p> <ol style="list-style-type: none"> 1. Wastequip has partnered SSAB, a global specialty steel supplier, to develop a high strength roll-off container for the construction and demolition industry. This container incorporates SSAB's Hardox 450 wear plate for better performance and sustainability to withstand the abuse of containers used in these dense waste applications. Wastequip's RockBox containers are twice as strong and last four times as long as standard containers used in these applications. The use of Hardox 450 wear plate and a unique floating body design allows this to be done without increasing the container tear weight. 2. Galbreath Mobile Group provides alternate fuel compatible roll-off hoists to meet the needs of customers desire to operate compressed natural gas (CNG) powered vehicles.

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>At Wastequip, we're focused on building a bright future for our employees, our communities, and our environment. And our CORE program — reflecting our COrporate REsponsibility commitment to sustainability, diversity and philanthropy — exhibits our dedication to:</p> <ul style="list-style-type: none"> • Helping define the future of the waste industry with progressive thinking and leadership • Developing products with consideration for the environmental impact to future generations • Employing a diverse workforce, providing development opportunities and valuing diverse perspectives • Continuing to demonstrate social consciousness so our team members and customers are proud to work for or do business with Wastequip <p>As part of the CORE program, Wastequip is committed to creating more sustainable products, processes and facilities, without sacrificing our legendary quality. Future generations are counting on us to create better products, and to do so more responsibly.</p> <p>As a manufacturer, identifying efficiencies in how we source materials and manufacture and distribute our Steel and Galbreath products is among our most environmentally impactful opportunities.</p> <ul style="list-style-type: none"> • Incoming packaging efficiency: For incoming shipments, Wastequip has been standardizing our reusable pallets and containers and implementing circular take-back models with our pallet suppliers. • Material efficiency: We reprocess all scraps, cuts, and drops of remaining steel. We actively separate alternative materials (bronze, aluminum, carbon steel) for recycling to aid in processing and reducing costs. • Energy efficiency: Across our Steel and Galbreath facilities, we've currently replaced about 15-20% of our welding units with new units that use a quarter to a third less electricity, and about 60% of our steel plants will LED lighting. • Distribution efficiency: We're continuously innovating our products. Recently, we've been employing nesting improvements in the distribution of our steel containers, allowing us to nest and ship up to 50% more product on each truckload. <p>Additionally, our employees designed "solar powered" signage in Tyler, TX facility — and many plants and offices are equipped with motion sensing lights, and have been upgraded to use newer LED ballasts to reduce energy consumption and waste. As we have acquired new Steel facilities, we have also replaced welding gas tanks that could be prone to leakage.</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.	None for the products offered in this proposal.
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>Wastequip nor any of our subsidiaries are considered a Woman or Minority Business Entity (WMBE) or a Small Business Entity (SBE). However, Wastequip is committed to the utilization of disadvantaged entities whenever possible, and we set out to identify possible use of MWBE's as subcontractors on a case by case basis in a concerted attempt to meet the encouraged goals of our municipal/governmental customers.</p> <p>While Wastequip does not possess certification as a disadvantaged business, we do seek to employ and do business with disadvantaged businesses. We use a WMBE's or SBE's to purchase office supplies, work with many disadvantaged businesses to perform work on projects, and are constantly seeking ways in which we may employ or do business with disadvantaged companies in both special projects and daily business.</p> <p>As in many projects, there are several possibilities for use of disadvantaged businesses. We are always prepared to search for specific businesses that may provide the following:</p> <ol style="list-style-type: none"> 1. Utilization of teaming partners for specific government set aside project opportunities 2 Over-the-road trucking of products to the our municipal/government customers (typically 53 foot trailers)

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>1. The entire Wastequip product line streamlines purchasing for Sourcewell member agencies. Our product offering includes virtually every possible container and related lifting equipment need from the residence to the convention center to the city office building to the farmers' market. Wastequip offers Sourcewell Members an aggregate waste stream flow for waste material from waste generation to final waste disposition.</p> <p>2. With the awarded Sourcewell Contract #081716 for Class 6,7, and 8 Chassis with Related Equipment, Accessories, and Services, Wastequip is available to offer Sourcewell Members a Sole Source full product solution transaction as it relates to the Galbreath hoist product line.</p> <p>3. Galbreath touts many value add items including a full staff of Engineers, including design a group which utilizes the latest 3D modeling software with Dynamic Finite Element Analysis and a full staffed Research and Development group which allow for superior validation processes and ensuring the latest technological developments are being utilized in the design of our products.</p> <p>4. Other branches of Engineering include Application, to support ensuring the correct product is used for the customer's application, and manufacturing, who in tandem with the OPEX group work towards instituting the best processes which maximize efficiencies and control customer costs.</p>	*
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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?	Please see attached: 9. RFP 040621 Wastequip Q42 Warranty for full details. Yes, specific products, parts and labor are covered.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see attached: 9. RFP 040621 Wastequip Q42 Warranty for full details. No, however, all equipment under warranty must be used in accordance with the Owner's manual or guidelines to include preventative maintenance, if required. Wastequip warranties shall not apply to any unit, which has been subject to misuse, misapplication, negligence, alteration or accident.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Please see attached: 9. RFP 040621 Wastequip Q42 Warranty for full details. Compaction Products: Yes, Wastequip will reimburse our service providers for their travel time or mileage incurred when performing warranty service. Galbreath Mobile Products: No, Wastequip does not reimburse our service providers as the product is expected to be taken to the service facility for any warranty work.	*
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?	No, Wastequip has service providers located in all 50 states to perform any required warranty repairs.	*
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?	Yes, Wastequip will cover warranty service for items made by other manufacturers that are sold with our manufactured equipment. Original equipment manufacturers warranty will apply and any service needed will be coordinated with OEM.	*

47	What are your proposed exchange and return programs and policies?	<p>Product Return Policy</p> <p>a) All returns must be authorized by Wastequip prior to shipping and acceptance. Product must be returned in the same condition as shipped by Wastequip, which may include original packaging, and Buyer must include a copy of the Invoice with any return. Buyer must complete and return a Warranty Registration Form for some Products, where applicable. Product may not be returned by Buyer to Wastequip after 30 days of Invoice date, without applicable Warranty Registration or proof of purchase or ownership. Go To Parts' supplementary Return Policy can be found by clicking here a hard copy of which is available upon request. If there is any conflict between the Go To Parts Return Policy and the Product Return Policy contained in this Section 5, the terms of the Go To Parts Return Policy shall control.</p> <p>b) A Return Authorization Number must be obtained from Wastequip within five (5) days of receipt of Product and before such Product may be returned for credit. No Product shall be returned to Wastequip without Wastequip's written consent. If any portion of the Product delivered to Buyer are defective or are otherwise not in accordance with contract specifications, Wastequip shall have the right in its discretion either to replace such defective Product or to refund the portion of the purchase Price applicable thereto. Any returned Product shall become the property of Wastequip; Buyer, Buyer's customer or end-user is not authorized to otherwise dispose of, sell or recycle such Product, parts or components. In no event shall Wastequip be liable for the cost of processing, lost profits, injury to goodwill or any other special incidental or consequential damages.</p> <p>c) Buyer is responsible for prepayment of, and all other related freight costs associated with returning Products to Wastequip unless previously agreed to in writing by Wastequip. Buyer is responsible for any missing or damaged Product. Risk of loss or damage to Product shall pass from Buyer to Wastequip upon physical receipt by Wastequip.</p> <p>d) Special order or non-stock items or other Product specified by Wastequip are not eligible for return.</p> <p>e) Any and all Product claimed defective or as a warranty matter must include a written explanation of how the Product was stored, maintained, installed and/or operated, as further described herein. Buyer must complete a Warranty Claim Form, where applicable.</p> <p>f) If, in Wastequip's judgment, a returned Product is not defective or not shipped in error, Wastequip may apply a service charge of 20% and/or a restocking fee up to 20% of the Product purchase price.</p> <p>g) Wastequip reserves the right to dispose of, return to Buyer (at Buyer's cost of freight and related charges), allow Buyer retrieval within seven (7) calendar days, or any other remedy, in Wastequip's discretion, for any attempted Product returns in contravention of the Wastequip Terms.</p>	*
48	Describe any service contract options for the items included in your proposal.	Wastequip does not offer any service contract options for the items included in our proposal. Any service contract option would be provided by an outside third party and be provided at customers expense.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Payment shall be due as stated on the Wastequip Invoice for the Product. All payments shall be made in U.S dollars. Payment Terms are set at Net 30 Days with Approved Credit	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Wastequip makes available financing solutions for state and local governments through 3rd party financial institutions. Most recently, Wastequip has teamed with NCL Government Capital, an existing Sourcewell Contract holder (#011620-NCL), to offer financing options to Sourcewell Member agencies. Through our financing options Wastequip offers Fixed Interest rates that are based on the credit quality of the governmental entity and terms that are up to 10 years with annual payments in arrears. Additional information can be found by visiting our financing web page at: https://www.wastequip.com/about-us/financing	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell 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 Sourcewell participating entities' purchase orders.	<p>***CONFIDENTIAL INFORMATION***</p> <p>Wastequip utilizes the Salesforce.com CRM system to create accounts, create and enter project opportunities, verify contact information, and produce quality and professional quotes. Our CRM system follows opportunities from creation to closure. Salesforce.com allows Wastequip to input Sourcewell Member information that flows onto approved Wastequip/Sourcewell logo quotes. By selecting the Wastequip/Sourcewell logo when creating the opportunity immediate notification is sent to the Sourcewell contract point of contact, notifying them of a new quote opportunity for Sourcewell. Every quote created is reviewed and sent through a 3 to 5 channel approval process. Once approved, the quote is sent through the CRM system to the requesting Sourcewell Member. After which, the system tracks the status of the opportunity and provides ongoing updates if information had been changed.</p> <p>Reports are currently automatically generated and forwarded to the Sourcewell contract point of contact every Tuesday morning. At quarter end, a refreshed report is generated listing all Sourcewell opportunities. Opportunities are tracked on the "Stage" basis (Budgetary, Pipeline, Expected, Commit, Pending OE, Closed Won and Closed Lost). Information pertaining to all "Closed Won" opportunities are then uploaded to the Sourcewell provided Sales Reporting spreadsheet for quarterly submission.</p> <p>Wastequip offers Sourcewell Member direct from Wastequip purchases and Sourcewell Member direct from Authorized Wastequip dealer purchases. With Wastequip direct purchases, purchase orders are placed directly with Wastequip and processed and tracked as indicated above. With Sourcewell Member direct from Authorized Wastequip dealer purchases, the Sourcewell Members submits a purchase order directly to our Authorized dealer. Our Wastequip dealer then provides Wastequip with a purchase order for the Sourcewell Member order and the order is processed and tracked as indicated above.</p>	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Wastequip accepts P-card and credit card payments with no additional fees charged. Our preferred method of payment is Wire, ACH, or Check.	*

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 *	
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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.	Wastequip is offering the below product group specific pricing models. Each price guide will include a listing of options available as upgrades to the base pricing for that specific product line. All products will be identified by model numbers. Wastequip Steel Container products are offered on a line item by manufacturing facility location basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Wastequip Steel Container Pricing Confab Steel Container products are offered on a line item by manufacturing facility location basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Confab Steel Container Pricing Wastequip Compaction products are offered on a product catalog basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Compaction Pricing Galbreath Mobile products are offered on a product catalog basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Galbreath Mobile Pricing Amrep Mobile products are offered on a product line item. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Amrep Mobile Pricing	*
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.	Wastequip is offering the below product group specific pricing discount ranges to Sourcewell Members. Wastequip Steel Container Products: Special Market Pricing Confab Steel Container Products: Special Market Pricing Wastequip Compaction Products: 5% to 20% off Catalog List Pricing Galbreath Mobile Products: 5% to 20% off Catalog List Pricing Amrep Mobile Products: Special Market Pricing	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Wastequip may offer discounts off the Sourcewell Member price for large projects when possible, giving the Member the benefit of making larger purchases and permitting Wastequip the opportunity to be flexible in competitive situations as required. We believe that it will be to both Wastequip's and the Member's advantage for this contract to allow flexibility with larger quantity discounts. As such, we do not feel it is in either of our best interests to set prices for large projects but rather offer discounted pricing based on the details of each such project and per current market conditions at time of request.	*
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.	Wastequip is offering the following sourced good solutions: 1. Nonstandard external options or open market items: Wastequip will offer these items to Sourcewell Members on a Supply Quote basis. Wastequip or Wastequip Authorized Dealer will provide the Sourcewell Member with quote for all items not listed on the awarded Sourcewell contract. These items will be sourced at a Cost plus max of 20% basis. These items will not include the 1.5% proposed administrative fee. 2. Sourcewell Member direct purchase from Wastequip: Non-standard Wastequip/Confab Steel Container(s), Compaction Products, and options will be provided at a Price on Request (P.O.R.) basis. The items are listed in the price guides a "Specials". These items manufactured by Wastequip/Confab will include the 1.5% proposed administrative fee. 3. Sourcewell Member direct purchase from Authorized Wastequip Dealer: Non-standard Wastequip/Confab Steel Container(s), Compaction Products, and options will be provided at a Price on Request (P.O.R.) basis. These items will be P.O.R. to Sourcewell Member at a Dealer Cost plus max of 20% basis. The items are listed in the price guides a "Specials". These items manufactured by Wastequip/Confab will include the 1.5% proposed administrative fee.	*

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.	<p>1. Installation: Cost of installation, as required, shall be paid by the end user. Due to the customized nature of our business, each customer's project installation is unique, and therefore, quoted individually. Unique installations may include, and are not limited to requirements such as installation of equipment, assembly and distribution of containers to end users, additional labor for customer preferences, etc. This cost will not include the 1.5% Administrative Fee.</p> <p>2. Taxes: Local, State and Federal Sales or Use Taxes or any applicable ferry costs, customs duties, levies and taxes are not included in our proposed pricing models. If required, these items will be added at time of quote. Also, Canadian GST/PST/HST taxes are not included in our proposed pricing models, and are not paid by Wastequip. If required to be paid by Wastequip, then the Member will be required to reimburse Wastequip for these taxes.</p> <p>3. Surcharges: Steel costs continue their historic rise, with hot rolled steel increasing nearly 150% since September 1, 2020 to the current all-time high. Wastequip has been working closely with our supply chain to help minimize these costs, but our suite of products continue to be impacted directly by the escalating commodity prices. Therefore, Wastequip is including a surcharge option to our RFP proposal. To maintain transparency with Sourcewell Members, this charge, if needed, will be shown as a separate line item at time of quote. This surcharge provides Wastequip the flexibility to adjust product pricing up or down quickly in response to cost increases such as steel and components without having to change customer discount levels established on the contract.</p>	*
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.	<p>Wastequip has locations throughout the U.S., which allows us to serve our customer base on a local level while delivering economies of scale not possible with smaller manufacturers. With over 24 manufacturing facilities, Wastequip can stock and ship product from around the country to aid in reducing freight costs. Wastequip has extensive import/export experience and an expansive logistics group available to assist Sourcewell Members. Wastequip is able to involve outside logistic companies to participate in shipping by freight hauler/common carrier, subcontracted off-loading, assembly, installation and distribution as required by the Sourcewell Member needs and demands. Wastequip will evaluate each order as a unique opportunity and consider the Sourcewell Members order volume and location.</p> <p>1. Freight: Cost of shipping/delivery shall be paid by the End User. Calculations of the freight/delivery charges will be based on prevailing rates at the time of quote and included on quote as a separate line item. Sourcewell Member is responsible for offloading equipment at time of delivery unless otherwise noted at time of order. This cost will not include the 1.5% Administrative Fee.</p>	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Wastequip is able to serve these areas with all of our offered products. We find that the difference in our service involves Ocean Freight, different sized sea containers (different container quantities than over-the-road semi truck loads), and varying schedules for shipments. The shipments may vary due to restricted passage to these outlying states/territories whose path of shipment may involve extreme seasonal and other weather related issues. We find that these customers are more than aware of the issues surrounding their shipments, and they are most accepting of these differences for shipments.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The Wastequip/Confab Group is able to ship steel containers from 17 steel manufacturing facilities. Compaction equipment can be shipped from 7 manufacturing/finishing facilities ensuring Wastequip is able to provide the most economical freight rates to our customers. Wastequip/Confab steel slant and flat top containers are nestable meaning one container nests inside another container, therefore saving on freight charges. Our Confab Group also offers a double deck delivery trailer option for delivery in California only. This allows for small steel container to be shipped unstacked, fully assembled and ready to use.	*

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>***CONFIDENTIAL INFORMATION***</p> <p>Wastequip utilizes the Salesforce.com CRM system to create accounts, create and enter project opportunities, verify contact information and produce quality and professional quotes. Our CRM system follows opportunities from creation to closure. Salesforce.com allows Wastequip to input Sourcewell Member information that flows onto approved Wastequip/Sourcewell logo quotes. By selecting the Wastequip/Sourcewell logo when creating the opportunity immediate notification is sent to the Sourcewell contract point of contact, notifying them of a new quote opportunity for Sourcewell. Every quote created is reviewed and sent through a 3 to 5 channel approval process. Once approved, the quote is sent through the CRM system to the requesting Sourcewell Member/Authorized Dealer. After which, the system tracks the status of the opportunity and provides ongoing updates.</p> <p>Reports are currently automatically generated and forwarded to the Sourcewell contract point of contact every Tuesday morning. At quarter end, a refreshed report is generated listing all Sourcewell opportunities. Opportunities are tracked on the "Stage" basis (Budgetary, Pipeline, Expected, Commit, Pending OE, Closed Won and Closed Lost). Information pertaining to all "Closed Won" opportunities are then uploaded to the Sourcewell provided Sales Reporting spreadsheet for quarterly fee submission.</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>Wastequip is proposing a 1.5% administrative fee. For Sourcewell Member direct to Wastequip purchases, the administration fee will be incorporated in the Sourcewell Member Price. For Sourcewell Member direct purchases through an Authorized Wastequip dealer, the administration fee will be incorporated in the price to the dealer not to the Sourcewell Member. Please note that freight, installation, surcharges and other "Total Cost of Acquisition" costs will not include this fee.</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>1. Wastequip Steel Container product offering consist of the following:</p> <ul style="list-style-type: none"> Environmental Containers Front Load Containers Other Large Containers Other Small Containers Rear Load Containers Receiver Containers Roll Off Containers (Rectangle and Tub) Scrap Bins Self Dumping Hoppers Side Load Containers Container Factory Options <p>2. Confab Steel Container product offering consist of the following:</p> <ul style="list-style-type: none"> Front Load Containers Other Large Containers Other Small Containers Rear Load Containers Receiver Containers Roll Off Containers (Rectangle and Tub) Self Dumping Hoppers Side Load Containers Container Factory Options <p>3. Wastequip Compaction product offering consist of the following:</p> <ul style="list-style-type: none"> Stationary Compactors Pre-Crusher Compactors Self-Contained Compactors Apartment Compactors Pak-Man Compactors Accu-Pak Compactors Vertical Balers Container Lifters Compaction Factory Options <p>4. Galbreath Mobile product offering consist of the following:</p> <ul style="list-style-type: none"> Cable Hoists Hook Hoists Container Delivery Units Trail Hoist Trailers Pup Trailers Roll Off Trailers Tarps Mobile Factory Options <p>5. Amrep Mobile product offering consist of the following:</p> <ul style="list-style-type: none"> Cable Hoists Chain Hoists Pup Trailers Transfer/Pull Trailers Tarps Mobile Factory Options <p>Additional product information can be found by visiting our website at www.wastequip.com</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Wastequip believes that the following subcategory of solutions should be included:</p> <p>1. Factory Options: Wastequip has included in our price guides additional factory available add on features that are readily available to Sourcwell Members. These factory options are enhancers to our standard products.</p> <p>2. Custom Options: Any custom feature requested by the customer may be provided and will be made available as a "Special" and provided as a Price On Request item.</p> <p>3. Services: Wastequip can provide additional services to Sourcwell Members. These services may include unloading, assembly, equipment installation, and training. These services will be made available as a "Special" and provided as a Price On Request item.</p>

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	Commercial/Industrial-sized refuse and recycling containers, roll-off containers and collection bins of metal construction	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wastequip's Steel Group manufactures a wide range of front-load, roll-off, and rear-load containers, as well as self-dumping hoppers for all types of waste and recycling. The division also makes specialty containers for handling sludge, grease, and other tough waste, along with dewatering, vacuum, and intermodal containers.	*
67	Knuckleboom and grapple loaders	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Bid	*
68	Hook and hoist dumpster loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath® hoists, container handlers, and trailers; Mountain Tarp™ and Pioneer™ tarping systems. For decades, Amrep® has been meeting our customers' needs by designing durable, high-performing roll-off hoists that minimize weight and maximize payload. At Amrep, we understand that our customers' requirements vary based on application and budget, and we accommodate their needs by offering a variety of roll-off cable hoists. From refuse and construction hauling to product delivery and yard transport, Amrep can help you choose the right product.	*
69	Roll-off trucks and container handlers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath® hoists, container handlers, and trailers; Mountain Tarp™ and Pioneer™ tarping systems.	*
70	Refuse and recyclable material balers and compactors	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wastequip's Steel Group manufactures Wastequip®-branded compactors and industrial balers. These powerful products withstand the demands of both commercial and industrial use.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	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.	Wastequip will measure our performance of an awarded contract by the following methods: 1. Comparing a Previous Year to Current Year Sales Analysis 2. Track and monitor Quote activity 3. Continue to emphasize the value and importance of the Sourcewell contract during sales meetings/calls 4. Maintain onboard sale training for new associates and refresher training for existing associates.
72	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	All Wastequip Groups rely on a wide and geographically diverse independent third party dealer network and service providers who aid in developing new business and provide additional support services to Wastequip. Our Wastequip/Confab Group offers a nationwide service provider network of approximately 526 independently owned service provider companies who provide warranty, preventative maintenance, service and repair of equipment. Our Galbreath Mobile Group dealer network also provides warranty, preventative maintenance, service and repair of equipment assistance. All Wastequip Groups employ division specific engineering staff who are available for specific design projects or technical requirements. Our dealer network and service providers are fully supported by the Wastequip sales, service and warranty teams.
73	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	1. Wastequip compactors are equipped with AMS (Automatic Maintenance Scheduler) that notifies you when preventative maintenance is due based on actual usage. With AMS you don't have to guess when maintenance is due or try and keep track as an indicator light illuminates when maintenance should be scheduled while still allowing you to operate the compactor. The light is reset after maintenance is performed. 2. Wastequip's guided ram system has been incorporated into high cycle compactors. This system suspends the ram off the floor and significantly reduces friction and wear. The use of ultra high molecular weight (UHMW) guide shoes provides a long lasting, low noise, low vibration solution to traditional floor riding rams. The guided ram system extends the life of the equipment and allows Wastequip to offer an industry leading warranty on our self-contained compactors. 3. The incorporation of SSAB high strength steels including Hardox and Strenx in our roll-off containers as well as in high wear areas of other equipment increase life expectancy and decrease maintenance costs.

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](#) - 2. RFP 040621 Wastequip 09 Financial Strength and Stability.pdf - Monday April 05, 2021 14:47:13
- [Marketing Plan/Samples](#) - 7. RFP 040621 Wastequip 032 Marketing Plan Samples.pdf - Monday April 05, 2021 14:52:09
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - 9. RFP 040621 Wastequip 042 Warranty.pdf - Monday April 05, 2021 14:47:25
- [Pricing](#) - 11. RFP 040621 Wastequip Price Offerings Zip.zip - Tuesday April 06, 2021 07:05:22
- [Upload Additional Document](#) - 16RFP0~1.PDF - Tuesday April 06, 2021 11:16:00

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. - John Defenbaugh, Commercial President, Wastequip LLC

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_2_Bulk_Solid_Waste_Equipment_RFP_040621 Fri February 19 2021 08:07 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Bulk_Solid_Waste_Equipment_RFP_040621 Thu February 18 2021 01:07 PM	<input checked="" type="checkbox"/>	1



Agenda Sheet for City Council Meeting of: 04/25/2022

Date Rec'd	4/13/2022
Clerk's File #	OPR 2022-0273
Renews #	

Submitting Dept	FIRE	Cross Ref #	
Contact Name/Phone	BRIAN SCHAEFFER X7001	Project #	
Contact E-Mail	BSCHAEFFER@SPOKANECITY.ORG	Bid #	WA ST 05916
Agenda Item Type	Purchase w/o Contract	Requisition #	BT
Agenda Item Name	1970 - PURCHASE OF FOUR (4) FORD MACH E ELECTRIC VEHICLES		

Agenda Wording

Purchase approval of four (4) new Ford Mach E, Battery Electric Vehicles for the Spokane Fire Department. Total cost for these vehicles will not exceed \$204,664.00.

Summary (Background)

The expansion of the Fire Prevention Division necessitates the purchase of additional vehicles for Prevention personnel. This purchase will equip Deputy Fire Marshals (DFM) with (4) Battery Electric Vehicles. Vehicles will be used to perform field inspections and Fire Marshal work limited to the City. The DFM positions resulted from the council-approved addition of resources in FY 2022 Budget. These resources will fund the majority of this purchase.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ \$204,664.00	Budget Account	# 1970-35111-94000-56404-40xxx
Select	\$	#	
Select	\$	#	
Select	\$	#	

Approvals

Dept Head	SCHAEFFER, BRIAN
Division Director	SCHAEFFER, BRIAN
Finance	SCHMITT, KEVIN
Legal	ODLE, MARI
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	04/11/2022 PSCH
Council Sponsor	CM Kinnear & CP Beggs

Distribution List

fireaccounting@spokanecity.org
dstockdill@spokanecity.org
tprince@spokanecity.org

Additional Approvals

Purchasing	PRINCE, THEA
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Committee Agenda Sheet

PUBLIC SAFETY AND COMMUNITY HEALTH

Submitting Department	Fire
Contact Name & Phone	Brian Schaeffer (509) 435-7001
Contact Email	bschaeffer@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Purchase of (4) Ford Mach E, Battery Electric Vehicles (BEV)
Summary (Background)	<p>The expansion of the Fire Prevention Division necessitates the purchase of additional vehicles for Prevention personnel. This purchase will equip Deputy Fire Marshals (DFM) with (4) Battery Electric Vehicles. Vehicles will be used to perform field inspections and Fire Marshal work limited to the City. The DFM positions resulted from the council-approved addition of resources in FY 2022 Budget. These resources will fund the majority of this purchase.</p> <p>This purchase is:</p> <ul style="list-style-type: none"> Fleet compatible--These (4) BEV are similar in operational capability to the current fleet of conventionally powered Ford Escape AWD SUV's operated by the Prevention Division. Fair and Competitive—Purchase will be made via the Washington State Contract Automobile Request System (CARS). Pricing is pre-negotiated and the purchase will be made from Bud Clary Ford in Longview, WA. Cost --\$204,664 -- Cost for (4) Ford AWD Mach E SUV's, including 8.4% combined WA State use tax/motor vehicle tax. Delivery – Lead time is approximately 14-16 weeks and is dependent on existing supply chain.
Proposed Council Action & Date:	Approval by 5/31/2022
Fiscal Impact: Total Cost: \$204,644 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Fire/EMS Budget, specifically Fire Prevention Division Budget 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? This purchase will have a neutral effect on historically excluded communities as Deputy Fire Marshals perform field inspections in all areas of the City.	
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?	

Collected data will primarily focus on the efficiency of BEV as it relates to operation costs, reduction in fossil fuel dependence, and an increase in air quality. These benefits affect all groups equally.

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

Fuel expense data and maintenance costs will be monitored to ensure they are meeting data projections on fleet efficiency.

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?

SFD is proactively following State and City guidance to minimize, when operationally feasible, the purchase of conventional, fossil-fuel powered vehicles. Life cycle cost analysis and operational capability supports the purchase of BEV for the Fire Prevention Division. This purchase supports the following Comprehensive Plan goals and/or policies: CFU1: Adequate Public Facilities and Services, CFU2: Concurrency, CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives.

From: NOREPLY@des.wa.gov
Sent: Tue, 29 Mar 2022 10:55:57 -0700
To: Stockdill, David
Cc: sean.hoffert@des.wa.gov
Subject: Vehicle Quote - 2022-3-408 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2022-3-408 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916	
Dealer: Bud Clary Ford Hyundai (formerly Columbia Ford) (W403)	Dealer Contact: Kathleen Brennan
700 7th Avenue	Dealer Phone: (360) 423-4321 Ext: 7183
PO Box 127	Dealer Email: ford.orders@budclary.com
Longview WA 98632	

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: dstockdill@spokanecity.org
Quote Notes:
Vehicle Location: SPOKANE CITY

Color Options & Qty

Space White Metallic (A3) - 1
Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2022-0306-001	2022 Ford Mach-E SUV, Battery Electric (BEV)	1	\$44,082.00	\$44,082.00
2022-0306-011	SELECT TRIM OPTION: All-Wheel Drive (AWD) (adds Secondary Electric Motor, Front) (K1S/100A/99S/44A/TTSJ)	1	\$2,799.00	\$2,799.00
2022-0306-013	SELECT TRIM OPTION: Interior Protection Package (cargo area protector, front/rear floor liners) (17P)	1	\$243.00	\$243.00
2022-0306-201	Service Manual, CD (DLR)	1	\$221.00	\$221.00
2022-0306-202	Service Wiring Diagram, Paper (DLR)	1	\$87.00	\$87.00

Quote Totals

	Total Vehicles:	1
	Sub Total:	\$47,432.00
	8.4 % Sales Tax:	\$3,984.29
	Quote Total:	\$51,416.29



Agenda Sheet for City Council Meeting of: 04/25/2022

<u>Date Rec'd</u>	4/13/2022
<u>Clerk's File #</u>	OPR 2021-0257
<u>Renews #</u>	

<u>Submitting Dept</u>	FIRE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	JAY ATWOOD X7005	<u>Project #</u>	
<u>Contact E-Mail</u>	JATWOOD@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR23542
<u>Agenda Item Name</u>	1970 - INFOR CAD SOFTWARE CONTRACT RENEWAL		

Agenda Wording

Contract Renewal with Infor Public Sector Inc. to license, use and provide annual CAD maintenance for the proprietary EnRoute Emergency Systems software. We'll be adding two (2) CAD licenses that will be billed directly to SREC.

Summary (Background)

Yearly CAD Maintenance Contract - CAD (Computer Aided Dispatch) Maintenance Agreement - This contract is with Infor EnRoute of Tampa, Florida for the annual contract maintenance of the Fire CAD system. This contract covers maintenance fees and non-Microsoft software licenses. We'll be adding two additional CAD Seat licenses this year for the new SREC Fire seats at Dispatch. The cost of these seats will be included with our annual billing to SREC.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 90,018.71

Expense \$ 8,622.05

Select \$

Select \$

Budget Account

1630-35210-28200-54820-99999

1970-35142-22100-54820-99999

#

#

Approvals

Dept Head SCHAEFFER, BRIAN

Division Director SCHAEFFER, BRIAN

Finance SCHMITT, KEVIN

Legal

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other 04/11/2022 PSCH

Council Sponsor CM Cathcart & CM Beggs

Distribution List

fireaccounting@spokanecity.org

bchilds@spokanecity.org

Additional Approvals

Purchasing PRINCE, THEA

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Fire/Dispatch
Contact Name & Phone	Jay Atwood x7005
Contact Email	jatwood@spokanecity.org
Council Sponsor(s)	CM Cathcart & CM Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Infor CAD Software Renewal with Additional Licenses
Summary (Background)	<p>Yearly CAD Maintenance Contract – CAD (Computer Aided Dispatch) Maintenance Agreement – This contract is with Infor EnRoute of Tampa, Florida for the annual contract maintenance of the Fire CAD system. This contract covers maintenance fees and non-Microsoft software licenses. We'll be adding two additional CAD Seat licenses this year for the new SREC Fire seats at Dispatch. The cost of these seats will be included with our annual billing to SREC.</p> <p>Contract period is for May 1, 2022 through April 30, 2023. Annual cost will be approximately \$85,342.76 (including tax) plus \$13,298.00 for the two additional CAD seats for a total cost of \$98,640.76. This contract renewal is for one year. A five year sole source resolution was established last year under RES 2021-0032.</p> <p>System maintenance is necessary to ensure continued operation of the system and compliance with our contracts to provide Fire/EMS dispatch services for 14 Fire Agencies in Spokane County. The agreement is codified through an IT Services agreement between Spokane Fire Department and SREC.</p>
Proposed Council Action & Date:	
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Fire/EMS, Fire Dispatch with reimbursement from SREC Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Dispatch operation would be unable to dispatch help to any and ALL communities in the City of Spokane and Spokane County if the agreement is not renewed.	

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?

Performance measures are monitored and feedback from user agencies are collected regularly to ensure the software is performing to the expected standard.

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?

The renewal of this agreement ensures continuity of a safe and reliable fire dispatch operation for the City of Spokane and it's public safety partners.



380 St. Peter Street
St. Paul, MN 55102
651-767-7000
infor.com

AMENDMENT DOCUMENT 103-S030301 ATTACHMENT A-22

The Agreement for Systems and Services Number 103-S030301, signed May 6, 2003 between Infor Public Sector, Inc. ("Infor") and **Spokane Fire Department** ("Customer") shall be amended as follows:

1. The second sentence of Section 2(b) shall be deleted in its entirety and replaced with the following:

"This Agreement shall be for a term of one (1) year only, commencing May 1, 2022 and terminating April 30, 2023. Thereafter the annual term shall be from May 1 to April 30. It shall be the responsibility of the Spokane Fire Department to renew this agreement on an annual basis. A newly executed Amendment Document with annual payment must be executed and delivered to Infor prior to May 1 of each year in order to prevent the interruption of standard and emergency services as provided within this Agreement."

2. The Agreement shall be amended in accordance with the terms set out herein. All other terms and conditions of said Agreement shall remain the same. To the extent of any conflict, inconsistency or incongruity between the provisions of this Addendum Number A-21 and the provisions of the Agreement, the provisions of this Addendum shall govern and control.

**Accepted by:
Spokane Fire Department:**

Authorized Signature

Print Name/Title

Date

**Accepted by
Infor Public Sector, Inc.:**

Authorized Signature

Print Name/Title

Date



Invoice	Invoice Date	Due Date
P - 6968-US06A	01/05/2022	04/30/2022

Invoice

Bill to: Spokane Fire Department
44 West Riverside
Spokane, WA 99201
USA
Attn: Dusty Patrick

Deliver To: Spokane Fire Department
44 West Riverside
Spokane, WA 99201
USA
Attn: License Site

Customer No.	Tax Reg. No.	Customer PO No.	Currency
103			USD Maintenance Renewal

Description	Location	Type	QTY	Users	Start Date	End Date	Amount
E911/911 Interface	Spokane	PROD	1	1	05/01/2022	04/30/2023	3,759.37
Paging Interface	Spokane	PROD	1	1	05/01/2022	04/30/2023	4,384.86
Encoder Interface	Spokane	PROD	1	1	05/01/2022	04/30/2023	4,426.65
Medical ProQA Interface	Spokane	PROD	1	1	05/01/2022	04/30/2023	5,262.81
DF/AD Interface	Spokane	PROD	1	1	05/01/2022	04/30/2023	3,341.29
AVL w/Unit Recommendation Interface	Spokane	PROD	1	1	05/01/2022	04/30/2023	13,030.78
Locution Interface	Spokane	PROD	1	1	05/01/2022	04/30/2023	1,655.23
FireHouse Interface	Spokane	PROD	1	1	05/01/2022	04/30/2023	1,169.03
EnRoute CAD (COF # 103-1108180737)	Spokane	PROD	1	1	05/01/2022	04/30/2023	9,728.43
EnRoute CAD Seats	Spokane	PROD	1	8	05/01/2022	04/30/2023	7,782.73
Standard PCR Interface	Spokane	PROD	1	1	05/01/2022	04/30/2023	2,016.23
EnRoute CAD Seats	Spokane	PROD	1	4	05/01/2022	04/30/2023	4,526.07
800 MHZ-PTT-SIMMS Interface	Spokane	PROD	1	1	05/01/2022	04/30/2023	5,659.35
CAD to Foreign CAD Interface	Spokane	PROD	1	1	05/01/2022	04/30/2023	3,643.14
eDispatch Mobile Client	Spokane	PROD	1	40	05/01/2022	04/30/2023	7,910.14



Invoice	Invoice Date	Due Date
P - 6968-US06A	01/05/2022	04/30/2022

Invoice

Description	Location	Type	QTY	Users	Start Date	End Date	Amount
TAX(Type RE - WA)							7,046.65

For renewal questions, please contact Shawwna Wagner, Subscription Services Manager
Phone: +14704815238
Email: Shawwna.Wagner@infor.com

Remit to:

Infor Public Sector, Inc.
P.O. Box 854213
Minneapolis, MN 55485-4213
USA
Cash.Applications@infor.com
EFT: Wells Fargo Bank
ABA #: 121000248
Account #: 4121484505

Please pay invoice by due date to avoid interruptions in support.

Net	Tax	Total:
78,296.11	7,046.65	85,342.76

Payment Terms:

See Due Date.

Special Instructions:

For questions, please contact at 678-319-8000 or email Infor.Collections@Infor.com

Invoice Total:

USD 85,342.76

13560 Morris Rd - Ste 4100 Alpharetta, GA 30004 USA
678-319-8000 Federal Tax ID. # 94-2913642

Failure to pay renewal fees when due will affect your continued support coverage and will incur additional fees
Please refer to <http://www.infor.com/support/reinstatement-policy/> for further details



Order Form

As it relates to the Component Systems specified herein, this Order Form is subject to the terms of the Agreement (s) between the parties (the "Agreement"). All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Order Form are defined in the Agreement. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "Component Systems" means the software products that are being licensed (and may be referred to in the Agreement as Products, Software Products, Software, Programs or Licensed Programs); "Support" means Infor's current standard maintenance and support services (and may be referred to in the Agreement as Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support); "Order Form" means a mutually agreed upon ordering document (and may be referred to in the Agreement as Schedule, Supplement or Supplemental Schedule); "User Restriction" means the license restriction applicable to the Component System in addition to any license restrictions in the Agreement; "Annual Escalation Percentage Cap" means the maximum percentage increase in the annual Support Fee on an annual basis. In addition, based on the applicable Agreement, listed Component Systems herein owned by a third party may also be referred to in the Agreement as "Additional Software" or "Third Party Software".

I. Component Systems

PROD: Spokane

	Part # (if applicable)	Component Systems	User Restriction*		Support Level**
			Quantity	Type	
1	PSSEATS-BUN	EnRoute CAD Seats Bundle	2	CU	XTP

	Total License Fee: \$10,000.00
--	---------------------------------------

* If specified in the User/License Restriction field:

"CU" = Concurrent Users - Quantity represents the maximum number of authorized users that may access the Component System at any given point in time, and each logon will be considered active during the entire logon period whether or not that user is interacting with the software at any point in time.

****Support Level**

"XT" = Infor Essential (24x5); "XTP" = Infor Premium (24x7); "XTE" = Infor Customer Success Plus program
Descriptions of the XT and XTP Support plans can be found at <http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf>. A description of the XTE - Customer Success Plus program can be found at <https://www.infor.com/support/customer-success-plus/>

II. Support Services

Annual Support Fee: \$2,200.00

Annual Escalation Percentage Cap (effective after the Initial Term): 6% or the then-current year-over-year increase in the Consumer Price Index, whichever is greater.

Initial Term of Support: Order Form Date through twelve (12) months from Order Form Date.

Fee for Initial Term of Support:	\$2,200.00
Other Fees:	\$0.00
Total Amount Due (before applicable taxes):	\$12,200.00

Payment Terms:

Payment is due within 15 days from the Order Form Date.

Currency: USD

Equipment (on which Component Systems will be installed):

Computer Platform:		Model:	
Operating System:		DBMS:	
Serial Number:			

Customer

Account ID: 103

Infor GL ID: US06A

Account

Executive Name: Matt Williams

Delivery Address:	Invoice Address:
Spokane Fire Department 44 West Riverside Spokane, WA 99201 USA	Spokane Fire Department 44 West Riverside Spokane, WA 99201 USA
Contact Name: Dusty Patrick	Contact Name: Dusty Patrick
Contact Title:	Contact Title:
Contact Phone: (509) 625-7071	Contact Phone: (509) 625-7071
Contact email: dpatrick@spokane-fire.org	Contact email: dpatrick@spokanecity.org

III. Additional Terms

Anything in the Agreement to the contrary notwithstanding, Infor warrants that for a period of ninety (90) days from the date of delivery, the Component Systems will function substantially in accordance with the user documentation provided by Infor. This limited warranty shall not apply to (a) updates, enhancements, or modifications provided pursuant to Infor's Support obligations, or (b) previously licensed Component Systems for which Licensee is changing User Restrictions (e.g., without limitation, adding users) under an Order Form.

Perpetual license - Subject to the terms and conditions of the Agreement and this Order Form, Infor grants Licensee a perpetual (subject to the termination provision of the Agreement), non-exclusive, non-transferable license (without the right to sublease or sublicense) to use the object code of the Component Systems specified herein (including any updates, enhancements, or modifications to such Component Systems that Infor provides pursuant to its Support obligations) on the Equipment for Licensee's own internal computing operations, provided Licensee is not in breach of the provisions of the Agreement or this Order Form and has paid all fees in a timely manner. Support for the Component Systems shall be provided on an annual basis upon Licensee's payment of the annual Support Fee prior to the beginning of the applicable Support period. Support will automatically renew for consecutive annual periods beyond the initial Support period on a year-to-year basis unless either party notifies the other in writing of its election to terminate Support for the Component Systems at least ninety (90) days prior the expiration of the then-current Support period. Unless otherwise stated in this Order Form, Licensee has the right to use the Component System in object code format only and no rights to source code are granted. Any rights not expressly granted in the Agreement and this Order Form are expressly reserved.

If the Support renewal of Licensee's previously licensed Component System(s) is pending, then Licensee hereby consents to the renewal of Support services for such Component System(s) and irrevocably agrees to pay the corresponding fees. Non-payment of these fees will entitle Infor to suspend Support for the Component System(s) licensed herein until such payment is received.

Any reference to "accept" or "acceptance" in the Agreement is not applicable to the Component Systems licensed on this Order Form.

The total liability of Infor in connection with the Component Systems licensed on this Order Form shall not exceed the license fee the Licensee actually pays to Infor for such Component Systems.

No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties.

The Component Systems licensed on this Order Form are for production use only. If Licensee wishes to run a copy of the Component Systems for disaster recovery purposes, a separate Order Form is required and additional fees may be required.

Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Licensee in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement).

For U.S. Government entities, the following restricted rights clause applies: This Component System is a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this Component System only with those rights set forth in the license agreement accompanying this Component System. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and by a license agreement. By signing this Order Form, Licensee represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.

The Component Systems licensed on this Order Form are new and/or additional licenses and are not intended to be an exchange or upgrade from any of Licensee's previously licensed Component Systems. If Licensee's intent was for this Order Form to be an exchange or upgrade, then the previously licensed Component System(s) must be current on support and such support shall transfer to the Component System(s) licensed on this Order Form.

Parties agree that no shipment shall be required for Component Systems previously licensed to the Licensee. For any new Component Systems license, Delivery shall be FOB Shipping Point.

Unless excluded by applicable law, Infor reserves the right to issue invoices electronically.

Licensee's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services Licensee may choose to purchase from Infor contemporaneously with this Order Form or in the future.

Effective date of this Order Form (the "Order Form Date") to be completed by Infor upon countersignature: _____

THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.

for: **Infor Public Sector, Inc.**
(Infor)

Signature

Typed or Printed Name

Job Title

Date

for: **Spokane Fire Department**
(Customer or Licensee)

Signature

Typed or Printed Name

Job Title

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/16/2022

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

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

PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 CN102555145-Koch-GAWUC-21-22	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 24147
--	--	--

COVERAGES **CERTIFICATE NUMBER:** SEA-003814989-00 **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			MWZY 315812 21	12/01/2021	12/01/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 315811 21	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N / A			MWC 314306 21	12/01/2021	12/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime			MWML 315899 21	12/01/2021	12/01/2022	Limit, per Loss 1,000,000

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

Evidence of Insurance

CERTIFICATE HOLDER

City of Spokane
Spokane Fire Department
44 West Riverside
Spokane, WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Stephani Suarim

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

04/25/2022

Date Rec'd

4/12/2022

Clerk's File #

OPR 2022-0274

Renews #**Submitting Dept**

PLANNING & ECONOMIC

Cross Ref #**Contact Name/Phone**

KARA 625-6146

Project #**Contact E-Mail**

KMOWERYFRASHEFSKI@SPOKANECI

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0650 - MFTE CONDITIONAL AGREEMENT – CLEVELAND MULTIFAMILY

Agenda Wording

Multi-Family Housing Property Tax Exemption Conditional Agreement with 155 E Cleveland Avenue Investments LLC for the construction of 23 housing units at Parcel Number(s) 35082.0919, commonly known as 155 E Cleveland Avenue.

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.

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 4/11/22

Division Director

BLACK, TIRRELL

Council Sponsor

CM Cathcart & CM

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

kmoweryfrashefski@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

tstripes@spokanecity.org

Additional Approvals

sbishop@spokanecity.org

Purchasing

sgardner@spokanecity.org

tblack@spokanecity.org

jchurchill@spokanecity.org

drtucker2@gmail.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This Conditional Agreement will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

Summary (Background)

Staff has determined that the Cleveland Multifamily Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030. Once the project is constructed, the applicant intends to rent at minimum 20% of the units as affordable SMC 08.15.090 to those who are income qualified as low-moderate-income household per SMC 08.15.020 earning no more than 115% of Area Median Income (AMI) and paying no more that 30% of their monthly income for rent.

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

Distribution List

Committee Agenda Sheet

Urban Experience – April 2022

Submitting Department	Planning and Economic Development
Contact Name & Phone	Kara Frashefski, 509-625-6146
Contact Email	kmoweryfrashefski@spokanecity.org
Council Sponsor(s)	CMs Cathcart and Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
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 Cleveland Multifamily & Regal Multifamily Conditional applications meet the Project Eligibility defined in SMC 08.15.040 and are located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the projects are constructed, both intend to finalize as 12-yr exemptions meeting the income and rent restrictions.</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>Cleveland Multifamily at the April 25, 2022 City Council Meeting. Project Details: The applicant applied for a Conditional MFTE Agreement for one 23-unit building at 155 E Cleveland Ave.</p> <ul style="list-style-type: none"> Property is zoned RMF and the proposed use is allowed. Estimated Construction Costs of all phases: \$5.2M Located in the Logan neighborhood. <p>Regal Multifamily at the March 21, 2022 City Council Meeting. Project Details: The applicant applied for a Conditional MFTE Agreement for one 12-unit building at 2520 & 2528 N Regal St.</p> <ul style="list-style-type: none"> Property is zoned RMF and the proposed use is allowed. Estimated Construction Costs: \$2M Located in the Minnehaha neighborhood.
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 ☐ 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

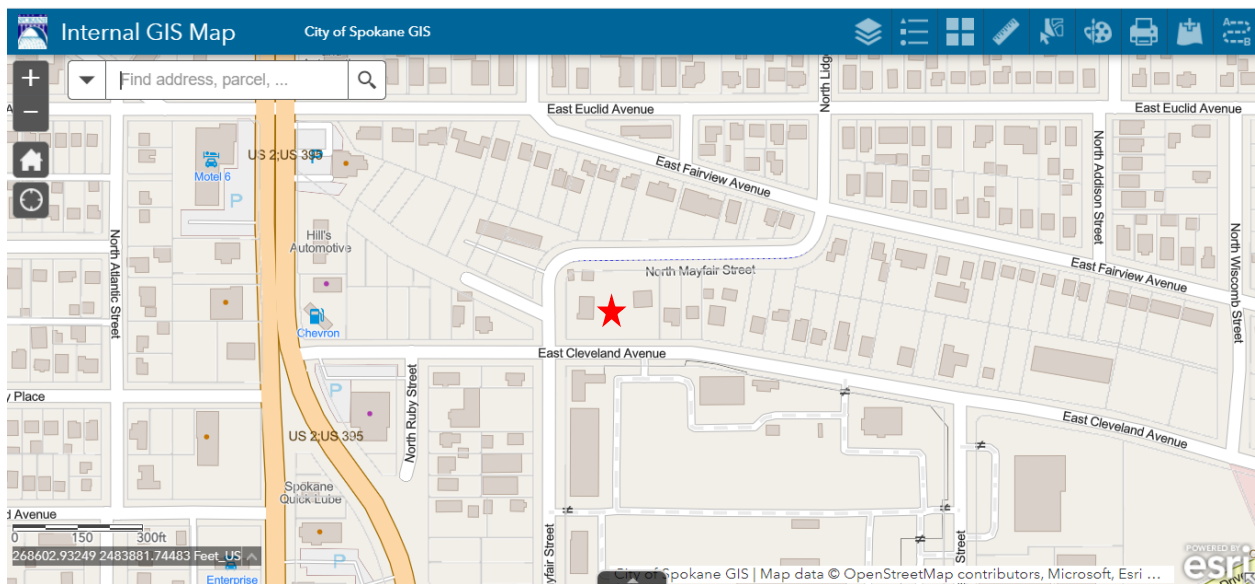
Comprehensive Plan Housing Policies:

- 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

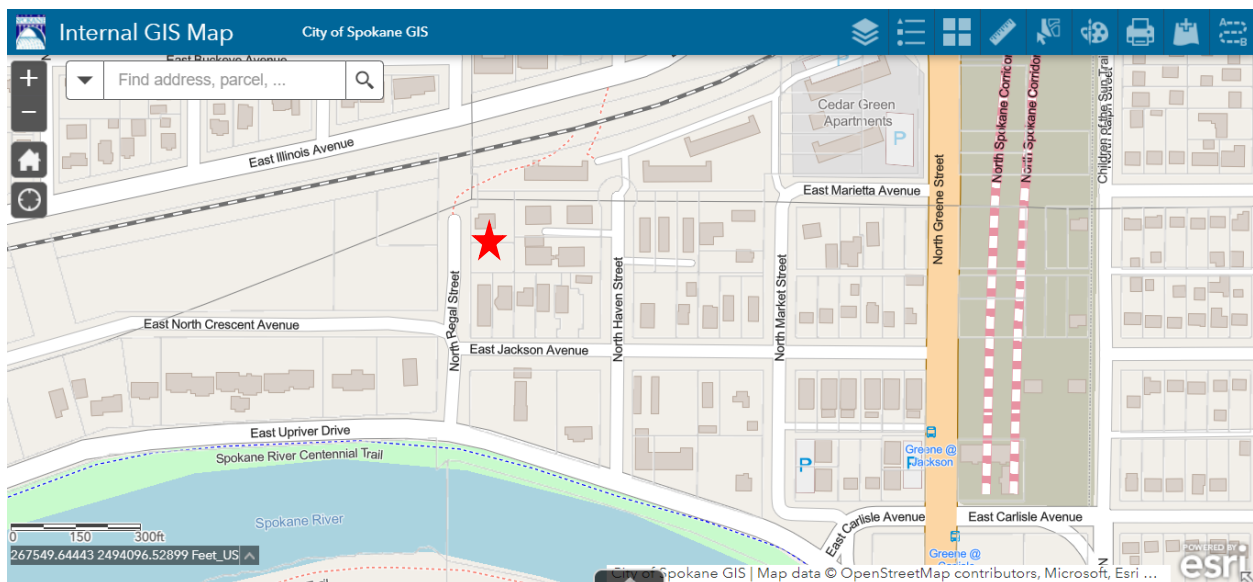
Site & Location: Cleveland Multifamily



Site & Location: Regal Multifamily

35102.3615

2528 N REGAL ST



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and 155 E Cleveland Avenue investments LLC, as "Owner/Taxpayer" whose business address is PO Box 48282, Spokane WA 99228.

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:

MORGANS JM RES B3TO18 L19TO22 B6 &VAC STP S OF&ADJ L19 -20.

Assessor's Parcel Number(s) 35082.0919, commonly known 155 E Cleveland Avenue.

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 23 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

155 E Cleveland Avenue Investments LLC

By: _____
Mayor, Nadine Woodward

By _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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

04/25/2022

Date Rec'd

4/12/2022

Clerk's File #

OPR 2022-0275

Renews #**Submitting Dept**

PLANNING & ECONOMIC

Contact Name/Phone

KARA 625-6146

Contact E-Mail

KMOWERYFRASHEFSKI@SPOKANECI

Agenda Item Type

Contract Item

Agenda Item Name

0650 - MFTE CONDITIONAL AGREEMENT – REGAL MULTIFAMILY

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

Multi-Family Housing Property Tax Exemption Conditional Agreement with Regal Residences LLC for the construction of 12 housing units at Parcel Number(s) 35102.3615 & 36102.3616, commonly known as 2520 & 2528 N Regal St.

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.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

GARDNER, SPENCER

Study Session\Other

UE 4/11/22

Division Director

BLACK, TIRRELL

Council Sponsor

CM Cathcart & CM

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

kmoweryfrashefski@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

tstripes@spokanecity.org

Additional Approvals

sbishop@spokanecity.org

Purchasing

sgardner@spokanecity.org

tblack@spokanecity.org

jchurchill@spokanecity.org

juliehartling@gmail.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This Conditional Agreement will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

Summary (Background)

Staff has determined that the Regal Multifamily Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030. Once the project is constructed, the applicant intends to rent at minimum 20% of the units as affordable SMC 08.15.090 to those who are income qualified as low-moderate-income household per SMC 08.15.020 earning no more than 115% of Area Median Income (AMI) and paying no more that 30% of their monthly income for rent.

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

Distribution List

Committee Agenda Sheet

Urban Experience – April 2022

Submitting Department	Planning and Economic Development
Contact Name & Phone	Kara Frashefski, 509-625-6146
Contact Email	kmoweryfrashefski@spokanecity.org
Council Sponsor(s)	CMs Cathcart and Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
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 Cleveland Multifamily & Regal Multifamily Conditional applications meet the Project Eligibility defined in SMC 08.15.040 and are located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the projects are constructed, both intend to finalize as 12-yr exemptions meeting the income and rent restrictions.</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>Cleveland Multifamily at the April 25, 2022 City Council Meeting. Project Details: The applicant applied for a Conditional MFTE Agreement for one 23-unit building at 155 E Cleveland Ave.</p> <ul style="list-style-type: none"> Property is zoned RMF and the proposed use is allowed. Estimated Construction Costs of all phases: \$5.2M Located in the Logan neighborhood. <p>Regal Multifamily at the March 21, 2022 City Council Meeting. Project Details: The applicant applied for a Conditional MFTE Agreement for one 12-unit building at 2520 & 2528 N Regal St.</p> <ul style="list-style-type: none"> Property is zoned RMF and the proposed use is allowed. Estimated Construction Costs: \$2M Located in the Minnehaha neighborhood.
<p>Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source:</p>	

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

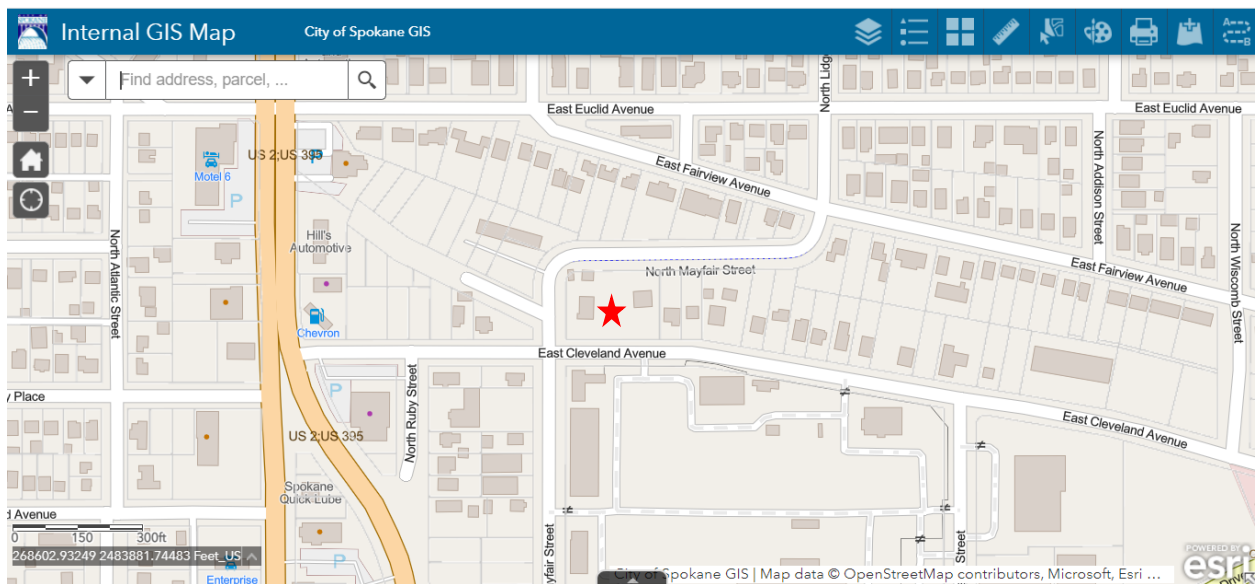
Comprehensive Plan Housing Policies:

- 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

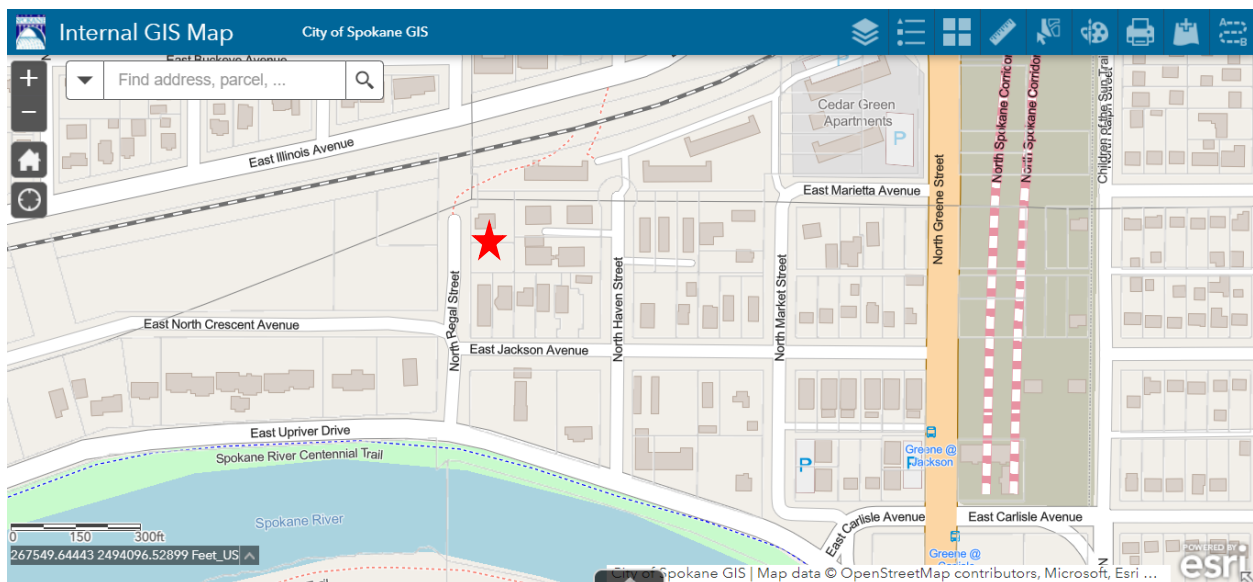
Site & Location: Cleveland Multifamily



Site & Location: Regal Multifamily

35102.3615

2528 N REGAL ST



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Regal Residences LLC, as "Owner/Taxpayer" whose business address is 1312 W 9th Avenue.

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:

PETER SAPRO'S RIVERSIDE ADD LTS 5 & 6 BLK 36 EXC S67FT TOG W/ S1/2
VAC MARIETTA AVE N OF & ADJ TO SD LTS EXC WLY 15FT THEREOF.

Assessor's Parcel Number(s) 35102.3615 & 35102.3616, commonly known as 2528 & 2520 N Regal 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 12 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

Regal Residences LLC

By: _____

By _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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

04/25/2022

Date Rec'd

4/14/2022

Clerk's File #

OPR 2022-0276

Renews #**Submitting Dept**

FACILITIES MANAGEMENT

Cross Ref #**Contact Name/Phone**

DAVE STEELE 6064

Project #**Contact E-Mail**

DSTEELE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

PROPERTY SALE AGREEMENT FOR SURPLUS RESIDENTIAL LOT

Agenda Wording

Sale of Residential Property deemed surplus

Summary (Background)

The City of Spokane occasionally acquires residential properties from the Spokane County Assessor's Office through the tax foreclosure process. 1927 East Dalton is a partial lot (roughly 25' wide) that was acquired through this process, and in May of 2021 was declared surplus through the RERC process and subsequent Council Resolution. This sale agreement completes the process by agreeing to sell the property to the adjacent property owner.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ 11500.00

4700-58100-99999-39510-99999

Select \$

#

Select \$

#

Select \$

#

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

STEELE, DAVID

Study Session\Other

Public Safety 4/11/22

Division Director

WALLACE, TONYA

Council Sponsor

CM Cathgart

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

dsteele@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

dezda@dezdafinn.com

Additional Approvals

laga@spokanecity.org

Purchasing

jteal@spokanecity.org

kbustos@spokanecity.org

Korlob@spokanecity.org

Committee Agenda Sheet

Public Safety Committee

Submitting Department	Facilities
Contact Name & Phone	Dave Steele x-6064
Contact Email	Dsteele@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Property Sale Agreement for Surplus Residential Lot
Summary (Background)	The City of Spokane occasionally acquires residential properties from the Spokane County Assessor's Office through the tax foreclosure process. This is typically in situations where a property being foreclosed on by Spokane County has significant City of Spokane liens or Code Enforcement charges associated with it. 1927 East Dalton is a partial lot (roughly 25' wide) that was acquired through this process, and in May of 2021 was declared surplus through the RERC process and subsequent Council Resolution. This sale agreement completes the process by agreeing to sell the property to the adjacent property owner.
Proposed Council Action & Date:	4/25/2022 Council Approval of Sale Agreement
Fiscal Impact: Property Sale, recapturing past Code Enforcement clean up and City utility costs Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input 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.) Revenue Generating	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Continues the City policy of returning properties to the tax rolls providing opportunities for infill development and rehabilitation of properties in under-represented communities	
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?	

NA

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

NA

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 allows the City of Spokane to continue to support infill residential development across the community, allowing for continuing opportunities to consolidate and redevelop properties that are not buildable in their current as is state.

Form 25
Vacant Land PSA
Rev. 3/21
Page 1 of 6

VACANT LAND PURCHASE AND SALE AGREEMENT

Specific Terms

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1. **Date:** March 02, 2022 **MLS No.:** _____ **Offer Expiration Date:** 3/8/2022
2. **Buyer:** John Samuel Leppert III Camille Elizabeth Leppert A married couple
Buyer Buyer Status
3. **Seller:** City Of Spokane
Seller Seller
4. **Property:** Legal Description attached as Exhibit A. Tax Parcel No(s).: 35043.0130, _____, _____,
1927 E Dalton Spokane Spokane County WA 99207-4715
Address City County State Zip
5. **Purchase Price:** \$ ~~5,000.00~~ ~~Five Thousand~~ see counteroffer _____ Dollars
6. **Earnest Money:** \$ 500.00 ☒ Check; ☐ Note; ☐ Wire; ☐ Other _____
Delivery Date 2 days after mutual acceptance; to be held by ☐ Buyer Brokerage Firm; ☒ Closing Agent
7. **Default:** (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies
8. **Title Insurance Company:** Vista Title
9. **Closing Agent:** Vista Title Greta Ebrecht
Company Individual (optional)
see counteroffer
10. **Closing Date:** ~~4/15/2022~~ _____; **Possession Date:** ☒ on Closing; ☐ Other _____
11. **Services of Closing Agent for Payment of Utilities:** ☒ Requested (attach NWMLS Form 22K); ☐ Waived
12. **Charges/Assessments Levied Before but Due After Closing:** ☐ assumed by Buyer; ☒ prepaid in full by Seller at Closing
13. **Seller Citizenship (FIRPTA):** Seller ☐ is; ☒ is not a foreign person for purposes of U.S. income taxation
14. **Subdivision:** The Property: ☐ must be subdivided before _____; ☒ is not required to be subdivided
15. **Feasibility Contingency Expiration Date:** ☒ 10 days after mutual acceptance; ☐ Other _____
16. **Agency Disclosure:** Buyer represented by: ☒ Buyer Broker; ☐ Buyer/Listing Broker (dual agent); ☐ unrepresented
Seller represented by: ☐ Listing Broker; ☐ Listing/Buyer Broker (dual agent); ☒ unrepresented
17. **Addenda:** 22D(Optional Clauses) 22K(Utilities) 22T(Title Contingency) 41C(Selling Commission)
Spokane Addendum 36 Counteroffer addendum

<div>Authentisign</div> <div>John Samuel Leppert III</div> <div>Buyer Signature</div> <div>03/01/2022</div>		<div>Authentisign</div> <div>Camille Elizabeth Leppert</div> <div>Buyer Signature</div> <div>03/01/2022</div>	
<div>Buyer Signature</div> <div>1921 E Dalton Ave</div> <div>Buyer Address</div> <div>Spokane WA 99207</div> <div>City, State, Zip</div> <div>509-822-9516</div> <div>Buyer Phone No. Fax No.</div> <div>leppertgoseahawks@gmail.com</div> <div>Buyer E-mail Address</div> <div>Dezda Finn Properties, LLC 1186</div> <div>Buyer Brokerage Firm MLS Office No.</div> <div>Dezda Finn 12487</div> <div>Buyer Broker (Print) MLS LAG No.</div> <div>509-368-9904 509-599-0918 509-368-9905</div> <div>Firm Phone No. Broker Phone No. Firm Fax No.</div> <div>dezda@dezdafinn.com</div> <div>Firm Document E-mail Address</div> <div>dezda@dezdafinn.com</div> <div>Buyer Broker E-mail Address</div> <div>23993 17989</div> <div>Buyer Broker DOL License No. Firm DOL License No.</div>		<div>Seller Signature</div> <div>Date</div> <div>Seller Signature</div> <div>Date</div> <div>1927 E Dalton</div> <div>Seller Address</div> <div>Spokane WA 99207-4715</div> <div>City, State, Zip</div> <div>509-655-0567</div> <div>Seller Phone No. Fax No.</div> <div>dsteale@spokanecity.org</div> <div>Seller E-mail Address</div> <div>Listing Brokerage Firm MLS Office No.</div> <div>Listing Broker (Print) MLS LAG No.</div> <div>Firm Phone No. Broker Phone No. Firm Fax No.</div> <div>Firm Document E-mail Address</div> <div>Listing Broker E-mail Address</div> <div>Listing Broker DOL License No. Firm DOL License No.</div>	

VACANT LAND PURCHASE AND SALE AGREEMENT

General Terms

- a. Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- b. Earnest Money.** Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term 6 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.
- Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.
- c. Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description.
- d. Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Buyer Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive

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03/01/2022

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03/01/2022

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

VACANT LAND PURCHASE AND SALE AGREEMENT

General Terms

such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

e. Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

f. Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.


g. Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No.12.

h. Sale Information. Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information and copies of documents concerning this sale.


i. Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 13 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment In Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement is terminated and the Earnest Money shall be refunded to Buyer.

 03/01/2022

Buyer's Initials

Date

 03/01/2022

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

VACANT LAND PURCHASE AND SALE AGREEMENT

General Terms

- j. Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 17C, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.
- Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.
- k. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- l. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- m. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- n. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:
- Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
 - Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- o. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- p. Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

JSI

03/01/2022

Buyer's Initials

Date

CEL

03/01/2022

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

VACANT LAND PURCHASE AND SALE AGREEMENT

General Terms

- q. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- s. Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Buyer Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Buyer Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
- t. Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Brokerage Firm's commission shall be apportioned between Listing Brokerage Firm and Buyer Brokerage Firm as specified in the listing. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- u. Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date identified in Specific Term No.15 whether or not the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do this. Buyer should not rely on any oral statements concerning this made by the Seller, Listing Broker or Buyer Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during and after the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. If the Buyer does not give notice to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 15, it shall be conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If Buyer gives notice this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs. The Feasibility Contingency Addendum (NWMLS Form 35F), if included in the Agreement, supersedes the Feasibility Contingency in Specific Term No. 15 and this General Term u.
- Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be required to incur any liability or expenses in doing so.
- v. Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the date specified in Specific Term No. 14. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

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03/01/2022

Buyer's Initials

Date

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03/01/2022

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date


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Vacant Land PSA
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VACANT LAND PURCHASE AND SALE AGREEMENT

General Terms

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- w. Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.

 03/01/2022
Buyer's Initials Date

 03/01/2022
Buyer's Initials Date

Seller's Initials Date

Seller's Initials Date



Form SAR-SA
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SPOKANE ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement ("Agreement") dated March 2 2022
between John Samuel Leppert III Camille Elizabeth Leppert ("Buyer"),
and City Of Spokane ("Seller")
concerning 1927 E Dalton Spokane WA 99207-4715 (the "Property"):

1. ADVICE TO SEEK EXPERT ADVICE ON MATTERS OUTSIDE BROKER'S EXPERTISE. Each of the parties to the Agreement acknowledged that brokers are not in a position to offer expert advice on matters outside their expertise and that the parties have been advised to seek expert advice on such matters from qualified experts/professionals having proper licensing in the state of Washington when applicable. Each of the parties acknowledges being advised not to use the services of anyone not licensed in Washington to perform in any matter where a license is required by law. By way of example and not limitation, the parties acknowledge that:

a. If any party has questions or concerns regarding legal issues arising in connection with the Agreement, transaction, Property, or any property or other disclosure, they should consult with an attorney (parties may confirm the licensing and disciplinary history of attorneys at www.wsba.org).

b. If any party has questions or needs advice or assistance in any way related to the Agreement or transaction, they should consult with a CPA, tax attorney or other qualified tax professional (parties may confirm the licensing and disciplinary history of CPAs at www.cpaboard.wa.gov).

c. Brokers are not qualified to advise regarding the condition of any property and recommend that Buyer utilize the services of a licensed professional inspector to inspect the Property (parties may confirm the licensing of a professional home inspector at www.dol.wa.gov/business/homeinspectors).

d. If any inspector or other qualified professional recommends that matters related to the Property or transaction be further investigated, tested or reviewed, the parties are advised to carefully review the recommendations and follow up as suggested.

e. Repair, remodeling and construction of homes and buildings should only be performed in accordance with law (by licensed contractors when a license is required) (parties may confirm the licensing status of a contractor at <https://secure.lni.wa.gov/verify/>).


f. On-site sewage disposal systems, including septic tanks, should be inspected by trained inspectors licensed by the local city or county sewer district having jurisdiction over the subject property and licensing should be able to be confirmed with that agency;

g. Water well tests are customarily performed by inspectors licensed as water well contractors under RCW, Chapter 18.27 or by qualified engineers (contractor registrations may be confirmed as stated in subparagraph e., and engineering licensing can be confirmed at <https://fortress.wa.gov/dol/bpdllicensequery/>).

h. Soil conditions, ground and surface water issues and stability issues are customarily evaluated by qualified geotechnical or soils engineers or hydrologists.

i. The conservation, preservation and protection of "Archeologic Resources" in this state (defined as "the physical evidence of indigenous and subsequent cultures, including materials remains of past human life, including monuments, symbols, tools, facilities and technological by-products"), are administered by the Department of Archeology and Historic Preservation ("DAHP") pursuant to RCW, Chapter 27.53 (the "Preservation Act"). DAHP regulates removal or disturbance of any Archeological Resources from the property where they are found (an "Archeological Site").

2. INSPECTIONS AND TESTS. There may be defects present in any property. None of the real estate Firms or brokers involved in this transaction is an expert regarding the identification of, detection of, or presence of concealed defects. While not an exhaustive list and by way of example and not limitation, Buyer acknowledges having been advised that some matters that can adversely affect a property are as follows:

Initials: BUYER:  DATE: 03/01/2022 SELLER: _____ DATE: _____
BUYER: _____ DATE: 03/01/2022 SELLER: _____ DATE: _____



a. Smoke detectors are required by law to be installed in all dwelling units (RCW 43.44.110). Parties are advised to install and maintain smoke detectors meeting nationally accepted standards and in accordance with manufacturer recommendations in all dwellings.

b. Carbon monoxide alarms are required by law to be installed in single-family residences before they can be sold (RCW 19.27.5300). Parties are advised to install and maintain carbon monoxide alarms meeting nationally accepted standards and in accordance with manufacturer recommendations in all dwellings.

c. Mold can grow inside dwellings and present health hazards, and the presence of mold may or may not be detected in a professional home inspection and a complete mold assessment may require the services of a mold specialist. Mold Information can be obtained from the Environmental Protection Agency, including its publication "A Brief Guide to Mold, Moisture, and Your Home" that may be obtained via the Internet at www.epa.gov/mold/brief-guide-mold-moisture-and-your-home.

d. Wood destroying organisms (such as termites, carpenter ants and other insects), as well as fungi, that consume, remove or destroy wood products may not be detected in a professional home inspection, and a home inspector will not provide a complete wood destroying organism inspection unless the inspector is also licensed as a structural pest inspector with the Washington Department of Agriculture and your inspection contract also includes this service.

e. Radon is a colorless, odorless gas that can be present inside dwellings and other structures that can severely and adversely affect the health of occupants. A professional home inspection will likely not include testing for the presence of radon and a radon test would require the services of a radon specialist. Radon information can be obtained from the Environmental Protection Agency at www.epa.gov/radon.



f. Asbestos was at one time used in homes and other construction and may be present in existing structures. If inhaled, asbestos fibers can severely and adversely affect people's health. A professional home inspection may not include a complete examination and testing for the presence of asbestos and, if asbestos is present in a home, any removal will require use of a licensed contractor that also has an asbestos contractor's certificate. Asbestos information can be obtained from the Environmental Protection Agency at www.epa.gov/asbestos.

g. Other indoor organic compounds may also be present in a home and you can obtain additional information regarding these from various sources, including the Washington State Department of Health, <https://www.doh.wa.gov/CommunityandEnvironment/Contaminants>.

h. DAHP, referred to in Section 1, can only provide information regarding the location and nature of any known Archeological Sites on a property if given written permission to do so by the property owner using a form supplied by DAHP (a "Prospective Purchaser Information Request Form"). Seller agrees to cooperate with Buyer to execute the required form and grant Buyer permission to obtain information from DAHP regarding the above, but only if requested to do so by Buyer in writing within 10 days of Mutual Acceptance of the Agreement. More information on this subject can be found at <https://dahp.wa.gov>.

3. PARTIES ACKNOWLEDGEMENTS. Seller acknowledges that Seller is responsible for disclosing to Buyer in writing knowledge Seller has regarding the presence of adverse conditions affecting the Property, including but not limited to the matters discussed in Sections 1 and 2 above. Buyer acknowledges that Buyer is solely responsible for determining whether to undertake any professional evaluation or inspection to determine the presence, effect of, and recommended course of treatment or pursuit of treatment for any known, disclosed or potential adverse matters affecting the Property included but not limited to the matters discussed in Sections 1 and 2 above. The above is intended as general advice and not as a substitute for professional advice.

4. LENDER RELEASE OF CONSUMER DISCLOSURE INFORMATION. Each Buyer acknowledges that the Listing Real Estate Brokerage Firm and its assigned broker(s), Selling Real Estate Brokerage Firm and its assigned broker(s), and the Closing Agent may be able to assist in identifying and correcting information contained in any Disclosure Statement or similar document provided to Buyer(s) in connection with any loan being obtained for the purchase of the Property. Accordingly, each Buyer consents to disclosure of any Disclosure Statement or similar document to all of the above and directs the lender(s) involved in this transaction to provide full disclosure of such Disclosure Statement or similar document to each of the above at the same time such information is disclosed to Buyer(s).

Initials: BUYER:  DATE: 03/01/2022
BUYER:  DATE: 03/01/2022
SELLER: _____ DATE: _____
SELLER: _____ DATE: _____

OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated March 02, 2022 1

between John Samuel Leppert III Camille Elizabeth Leppert ("Buyer") 2
Buyer Buyer

and City Of Spokane ("Seller") 3
Seller Seller

concerning 1927 E Dalton Spokane WA 99207-4715 (the "Property"). 4
Address City State Zip


CHECK IF INCLUDED:

1. ☒ **Square Footage/Lot Size/Encroachments.** The Listing Broker and Buyer Broker make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction. 10
2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 13
 - ☐ **Standard Owner's Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's additional protection and inflation protection endorsements, if available at no additional cost, rather than the Homeowner's Policy of Title Insurance. 17
 - ☐ **Extended Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost of any survey required by the title insurer. 22
3. ☒ **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish from the Property prior to Buyer taking possession. 24
4. ☒ **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property not later than the Possession Date. Any personal property remaining on the Property thereafter shall become the property of Buyer, and may be retained or disposed of as Buyer determines. 27
5. ☐ **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to: 28
 - ☐ public water main; ☐ public sewer main; ☐ septic tank; ☐ well (specify type) _____; 29
 - ☐ irrigation water (specify provider) _____; ☐ natural gas; ☐ telephone; ☐ electricity; 30
 - ☐ cable (specify provider) _____; ☐ internet (specify provider) _____; 31
 - ☐ other _____ . 32
6. ☐ **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available: 35

WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 36

CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 37

OTHER INSULATION DATA: _____ 38

 03/01/2022

Buyer's Initials Date

 03/01/2022

Buyer's Initials Date

Seller's Initials Date

Seller's Initials Date

OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT

Continued

7. ☐ **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following items of personal property that are included with the sale: ☐ propane tank; ☐ security system; ☐ satellite dish and operating equipment; ☐ other _____ .
Seller shall provide Buyer a copy of the lease for the selected items within _____ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
8. ☐ **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within _____ days (10 days if not filled in) of mutual acceptance:
a. Association rules and regulations, including, but not limited to architectural guidelines;
b. Association bylaws and covenants, conditions, and restrictions (CC&Rs);
c. Association meeting minutes from the prior two (2) years;
d. Association Board of Directors meeting minutes from the prior six (6) months; and
e. Association financial statements from the prior two (2) years and current operating budget.
If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
9. ☐ **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by ☐ Buyer; ☐ Seller (Seller if not filled in).
10. ☐ **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s): _____
11. ☐ **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:
a. Home warranty provider: _____
b. Seller shall pay up to \$ _____ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
c. Options to be included: _____ (none, if not filled in).
d. Other: _____
12. ☐ **Other.**

Authentisign
MI 03/01/2022

Buyer's Initials Date

Authentisign
CEL 03/01/2022

Buyer's Initials Date

Seller's Initials Date

Seller's Initials Date

Form 22K
Identification of Utilities Addendum
Rev. 3/21
Page 1 of 1

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IDENTIFICATION OF UTILITIES ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated March 02, 2022 1
between John Samuel Leppert III Camille Elizabeth Leppert ("Buyer") 2
Buyer Buyer
and City Of Spokane ("Seller") 3
Seller Seller
concerning 1927 E Dalton Spokane WA 99207-4715 (the "Property"). 4
Address City State Zip

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds necessary to satisfy unpaid utility charges, if any, affecting the Property. The names and addresses of all utilities providing service to the Property and having lien rights are as follows: 5
6
7

WATER DISTRICT: 8

Name e-mail or website (optional) 8
Address 9
City, State, Zip Fax. No. (optional) 10

SEWER DISTRICT: 11

Name e-mail or website (optional) 11
Address 12
City, State, Zip Fax. No. (optional) 13

IRRIGATION DISTRICT: 14

Name e-mail or website (optional) 14
Address 15
City, State, Zip Fax. No. (optional) 16

GARBAGE: 17

Name e-mail or website (optional) 17
Address 18
City, State, Zip Fax. No. (optional) 19

ELECTRICITY: 20

Name e-mail or website (optional) 20
Address 21
City, State, Zip Fax. No. (optional) 22

GAS: 23

Name e-mail or website (optional) 23
Address 24
City, State, Zip Fax. No. (optional) 25

SPECIAL DISTRICT(S): 26
(local improvement districts or
utility local improvement districts) 27

Name e-mail or website (optional) 26
Address 27
City, State, Zip Fax. No. (optional) 28

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) 29
within _____ days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing 30
Broker or Buyer Broker with the names and addresses of all utility providers having lien rights affecting the Property 31
and (2) Buyer and Seller authorize Listing Broker or Buyer Broker to insert into this Addendum the names and 32
addresses of the utility providers identified by Seller. 33

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges 34
(including unbilled charges). Buyer understands that the Listing Broker and Buyer Broker are not responsible for, or 35
to insure payment of, Seller's utility charges. 36

JSI 03/01/2022
Buyer's Initials Date

CEL 03/01/2022
Buyer's Initials Date

Seller's Initials Date

Seller's Initials Date

Form 22T
Title Contingency Addendum
Rev. 3/21
Page 1 of 1

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TITLE CONTINGENCY ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated March 02, 2022 1
between John Samuel Leppert III Camille Elizabeth Leppert ("Buyer") 2
Buyer Buyer
and City Of Spokane ("Seller") 3
Seller Seller
concerning 1927 E Dalton Spokane WA 99207-4715 (the "Property"). 4
Address City State Zip

- Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5
together with any easements, covenants, conditions and restrictions of record. Buyer shall have 5 6
days (5 days if not filled in) from ☒ the date of Buyer's receipt of the preliminary commitment for title insurance; 7
or ☐ mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's 8
disapproval of exceptions contained in the preliminary commitment. If Buyer receives the preliminary 9
commitment before mutual acceptance, Buyer's time to review shall begin on mutual acceptance. 10

Seller shall have 5 days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 11
notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 12
disapproved exceptions. 13

If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 14
Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 15
Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 16
Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 17

2. Supplemental Title Reports. If supplemental title reports disclose new exception(s) to the title commitment, 18
then the above time periods and procedures for notice, correction, and termination for those new exceptions 19
shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 20
necessary to accommodate the foregoing times for notices. 21

3. Marketable Title. This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 22
as provided for in the Agreement. 23

Authentisign
JSI

03/01/2022

Buyer's Initials

Date

Authentisign
CEL

03/01/2022

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

Form 41C
Buyer Brokerage Firm's Commission
Rev. 3/21
Page 1 of 1

**BUYER BROKERAGE FIRM'S
COMMISSION ADDENDUM**

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Buyer Buyer
and City Of Spokane ("Seller") 3
Seller Seller
concerning 1927 E Dalton Spokane WA 99207-4715 (the "Property"). 4
Address City State Zip

☐ **Buyer Brokerage Firm's Commission – No Compensation in Listing.** 5

There is no offer of compensation to Buyer Brokerage Firm in the listing agreement, Seller agrees to pay 6
Buyer Brokerage Firm a commission of _____% of sales price or \$ _____. 7

☐ **Additional Buyer Brokerage Firm Commission – Buyer Representation Agreement.** 8

Buyer is obligated to pay Buyer Brokerage Firm a commission of _____% of sales price or 9
\$ _____ as a condition of a buyer representation agreement between Buyer Brokerage Firm 10
and Buyer (which agreement has been provided to Seller). 11

Seller's offer of compensation to Buyer Brokerage Firm in the listing agreement is less than Buyer's 12
above obligation to Buyer Brokerage Firm. Accordingly, Seller agrees to pay Buyer Brokerage Firm 13
additional commission of _____% of sales price or \$ _____. 14

Buyer Brokerage Firm's total commission paid by Seller shall be _____% of sales price or 15
\$ _____. 16

☒ **Buyer Brokerage Firm's Commission – No Listing Agreement.** 17

There is no written listing agreement. Seller agrees to pay Buyer Brokerage Firm a commission of 18
_____ % of sales price or \$ 500.00 _____. If the Earnest Money is retained as liquidated 19
damages, any costs advanced or committed by Buyer Brokerage Firm shall be reimbursed or paid therefrom, 20
and the balance shall be divided equally between Seller and Buyer Brokerage Firm. 21

The following provision applies to each selection above: 22

If Seller shall, within six months from the date hereof, sell the Property to Buyer or someone acting on Buyer's 23
behalf, Seller shall pay Buyer Brokerage Firm the commission set forth above, less any portion of the above 24
earnest money retained by Buyer Brokerage Firm. Provided, if a commission is paid to another member(s) of 25
a multiple listing service in conjunction with such sale, the amount of commission payable to Buyer Brokerage 26
Firm shall be reduced by the amount paid to such other member(s). "Sell" includes a contract to sell; an 27
exchange or contract to exchange; an option to purchase; and/or a lease with option to purchase, regardless 28
of when it closes. 29

Authentisign
JSI

03/01/2022

Buyer's Initials

Date

Authentisign
CEL

03/01/2022

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

FIRPTA CERTIFICATION

The Foreign Investment in Real Property Tax Act ("FIRPTA"), 26 U.S.C. 1445, provides that a buyer of a U.S. real property interest must withhold tax if Seller is a foreign person, unless one of the exceptions in the Act applies. The following will inform Buyer and Closing Agent whether tax withholding is required.

Note: The above law applies to foreign corporations, partnerships, trusts, estates and other foreign entities, as well as to foreign individuals. If Seller is a corporation, partnership, trust, estate or other entity, the terms "I" and "my" as used below means the corporation or other entity. A "real property interest" includes full or part ownership of land and/or improvements thereon; leaseholds; options to acquire any of the foregoing; and an interest in foreign corporations, partnerships, trusts or other entities holding U.S. real estate.

SELLER CERTIFICATION. Seller hereby certifies the following:

PROPERTY. I am the Seller of real property ☒ at:

1927 E Dalton Spokane WA 99207-4715
Address City State Zip

or ☐ (if no street address) legally described on the attached.

CITIZENSHIP STATUS. I ☐ AM ☒ AM NOT a non-resident alien (or a foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign business entity) for purposes of U.S. income taxation.

TAXPAYER I.D. NUMBER.

My U.S. taxpayer identification number (e.g. social security number) is _____
(Tax I.D. number to be provided by Seller at Closing)

ADDRESS.

My home address is **1927 E Dalton Spokane WA 99207-4715**
Address City State Zip

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete. I understand that this Certification may be disclosed to the Internal Revenue Service ("IRS") and that any false statement I have made here could be punished by fine, imprisonment, or both.

Seller _____ Date _____ Seller _____ Date _____

BUYER CERTIFICATION (Only applicable if Seller is a non-resident alien).

If Seller is a non-resident alien, and has not obtained a release from the IRS, then Closing Agent must withhold 15% of the amount realized from the sale and pay it to the IRS, unless Buyer certifies that the selected statement below is correct:

☐ **Amount Realized (\$300,000 or less) and Family Residence = No Tax.** (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, does not exceed \$300,000; and (b) I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, there is no tax.

☐ **Amount Realized (more than \$300,000, but not exceeding \$1,000,000) and Family Residence = 10% Tax.** (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, exceeds \$300,000, but does not exceed \$1,000,000; and (b) I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, then Closing Agent must withhold 10% of the amount realized from the sale and pay it to the IRS.

* (Defined in 11 U.S.C. 267(c)(4). It includes brothers, sisters, spouse, ancestors and lineal descendants).

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief both statements are true, correct and complete. I understand that this Certification may be disclosed to the IRS and that any false statement I have made here could be punished by fine, imprisonment, or both.

John Samuel Leppert III 03/01/22 **Camille Elizabeth Leppert 03/01/22**
Buyer Date Buyer Date

AGENCY DISCLOSURE

Washington State law requires real estate brokers to disclose to all parties to whom the broker renders real estate brokerage services whether the broker represents the seller (or lessor), the buyer (or lessee), both the seller/lessor and buyer/lessee, or neither. 1
2
3

This form is for use when the transaction forms **do not** otherwise contain an agency disclosure provision. 4

THE UNDERSIGNED BROKER REPRESENTS: Buyer, 5

THE UNDERSIGNED BUYER / LESSEE OR SELLER / LESSOR ACKNOWLEDGES RECEIPT 6
OF A COPY OF THE PAMPHLET ENTITLED "THE LAW OF REAL ESTATE AGENCY" 7

Buyer John Samuel Leppert III 03/01/22 8
Signature Date

Buyer Camille Elizabeth Leppert 03/01/22 9
Signature Date

Seller _____ 10
Signature Date

Signature Date 11

BROKER Dezda M Finn 12
Print/Type

BROKER'S SIGNATURE Dezda Finn 03/01/22 13

FIRM NAME AS LICENSED Dezda Finn Properties, LLC 14
Print/Type

FIRM'S ASSUMED NAME (if applicable) _____ 15
Print/Type

THE LAW OF REAL ESTATE AGENCY

This pamphlet describes your legal rights in dealing with a real estate firm or broker. Please read it carefully before signing any documents.

The following is only a brief summary of the attached law.

- SEC. 1. Definitions.** Defines the specific terms used in the law.
- SEC. 2. Relationships between Brokers and the Public.** Prescribes that a broker who works with a buyer or tenant represents that buyer or tenant — unless the broker is the listing agent, a seller's subagent, a dual agent, the seller personally or the parties agree otherwise. Also prescribes that in a transaction involving two different brokers licensed to the same real estate firm, the firm's designated broker and any managing broker responsible for the supervision of both brokers, are dual agents and each broker solely represents his or her client — unless the parties agree in writing that both brokers are dual agents.
- SEC. 3. Duties of a Broker Generally.** Prescribes the duties that are owed by all brokers, regardless of who the broker represents. Requires disclosure of the broker's agency relationship in a specific transaction.
- SEC. 4. Duties of a Seller's Agent.** Prescribes the additional duties of a broker representing the seller or landlord only.
- SEC. 5. Duties of a Buyer's Agent.** Prescribes the additional duties of a broker representing the buyer or tenant only.
- SEC. 6. Duties of a Dual Agent.** Prescribes the additional duties of a broker representing both parties in the same transaction, and requires the written consent of both parties to the broker acting as a dual agent.
- SEC. 7. Duration of Agency Relationship.** Describes when an agency relationship begins and ends. Provides that the duties of accounting and confidentiality continue after the termination of an agency relationship.
- SEC. 8. Compensation.** Allows real estate firms to share compensation with cooperating real estate firms. States that payment of compensation does not necessarily establish an agency relationship. Allows brokers to receive compensation from more than one party in a transaction with the parties' consent.
- SEC. 9. Vicarious Liability.** Eliminates the liability of a party for the conduct of the party's agent or subagent, unless the principal participated in or benefited from the conduct or the agent or subagent is insolvent. Also limits the liability of a broker for the conduct of a subagent.
- SEC. 10. Imputed Knowledge and Notice.** Eliminates the common law rule that notice to or knowledge of an agent constitutes notice to or knowledge of the principal.
- SEC. 11. Interpretation.** This law establishes statutory duties which replace common law fiduciary duties owed by an agent to a principal.
- SEC. 12. Short Sale.** Prescribes an additional duty of a firm representing the seller of owner-occupied real property in a short sale.

SECTION 1: DEFINITIONS.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

(1) "Agency relationship" means the agency relationship created under this chapter or by written agreement between a real estate firm and a buyer and/or seller relating to the performance of real estate brokerage services.

(2) "Agent" means a broker who has entered into an agency relationship with a buyer or seller.

(3) "Broker" means broker, managing broker, and designated broker, collectively, as defined in chapter 18.85 RCW, unless the context requires the terms to be considered separately.

(4) "Business opportunity" means and includes a business, business opportunity, and goodwill of an existing business, or any one or combination thereof when the transaction or business includes an interest in real property.

(5) "Buyer" means an actual or prospective purchaser in a real estate transaction, or an actual or prospective tenant in a real estate rental or lease transaction, as applicable.

(6) "Buyer's agent" means a broker who has entered into an agency relationship with only the buyer in a real estate transaction, and includes sub-agents engaged by a buyer's agent.

(7) "Confidential information" means information from or concerning a principal of a broker that:

- (a) Was acquired by the broker during the course of an agency relationship with the principal;
- (b) The principal reasonably expects to be kept confidential;
- (c) The principal has not disclosed or authorized to be disclosed to third parties;
- (d) Would, if disclosed, operate to the detriment of the principal; and

(e) The principal personally would not be obligated to disclose to the other party.

(8) "Dual agent" means a broker who has entered into an agency relationship with both the buyer and seller in the same transaction.

(9) "Material fact" means information that substantially adversely affects the value of the property or a party's ability to perform its obligations in a real estate transaction, or operates to materially impair or defeat the purpose of the transaction. The fact or suspicion that the property, or any neighboring property, is or was the site of a murder, suicide or other death, rape or other sex crime, assault or other violent crime, robbery or burglary, illegal drug activity, gang-related activity, political or religious activity, or other act, occurrence, or use not adversely affecting the physical condition of or title to the property is not a material fact.

(10) "Owner-occupied real property" means real property consisting solely of a single-family residence, a residential condominium unit, or a residential cooperative unit that is the principal residence of the borrower.

(11) "Principal" means a buyer or a seller who has entered into an agency relationship with a broker.

(12) "Real estate brokerage services" means the rendering of services for which a real estate license is required under chapter 18.85 RCW.

(13) "Real estate firm" or "firm" have the same meaning as defined in chapter 18.85 RCW.

(14) "Real estate transaction" or "transaction" means an actual or prospective transaction involving a purchase, sale, option, or exchange of any interest in real property or a business opportunity, or a lease or rental of real property. For purposes of this chapter, a prospective transaction does not exist until a written offer has been signed by at least one of the parties.

(15) "Seller" means an actual or prospective seller in a real estate transaction, or an actual or prospective landlord in a real estate rental or lease transaction, as applicable.

(16) "Seller's agent" means a broker who has entered

into an agency relationship with only the seller in a real estate transaction, and includes subagents engaged by a seller's agent.

(17) "Subagent" means a broker who is engaged to act on behalf of a principal by the principal's agent where the principal has authorized the broker in writing to appoint subagents.

SECTION 2:

RELATIONSHIPS BETWEEN BROKERS AND THE PUBLIC.

(1) A broker who performs real estate brokerage services for a buyer is a buyer's agent unless the:

(a) Broker's firm has appointed the broker to represent the seller pursuant to a written agency agreement between the firm and the seller, in which case the broker is a seller's agent;

(b) Broker has entered into a subagency agreement with the seller's agent's firm, in which case the broker is a seller's agent;

(c) Broker's firm has appointed the broker to represent the seller pursuant to a written agency agreement between the firm and the seller, and the broker's firm has appointed the broker to represent the buyer pursuant to a written agency agreement between the firm and the buyer, in which case the broker is a dual agent;

(d) Broker is the seller or one of the sellers; or

(e) Parties agree otherwise in writing after the broker has complied with RCW 18.86.030(1)(f).

(2) In a transaction in which different brokers affiliated with the same firm represent different parties, the firm's designated broker and any managing broker responsible for the supervision of both brokers, is a dual agent, and must obtain the written consent of both parties as required under RCW 18.86.060. In such case, each of the brokers

shall solely represent the party with whom the broker has an agency relationship, unless all parties agree in writing that the broker is a dual agent.

(3) A broker may work with a party in separate transactions pursuant to different relationships, including, but not limited to, representing a party in one transaction and at the same time not representing that party in a different transaction involving that party, if the broker complies with this chapter in establishing the relationships for each transaction.

SECTION 3:

DUTIES OF A BROKER GENERALLY.

(1) Regardless of whether a broker is an agent, the broker owes to all parties to whom the broker renders real estate brokerage services the following duties, which may not be waived:

(a) To exercise reasonable skill and care;

(b) To deal honestly and in good faith;

(c) To present all written offers, written notices and other written communications to and from either party in a timely manner, regardless of whether the property is subject to an existing contract for sale or the buyer is already a party to an existing contract to purchase;

(d) To disclose all existing material facts known by the broker and not apparent or readily ascertainable to a party; provided that this subsection shall not be construed to imply any duty to investigate matters that the broker has not agreed to investigate;

(e) To account in a timely manner for all money and property received from or on behalf of either party;

(f) To provide a pamphlet on the law of real estate agency in the form prescribed in

RCW 18.86.120 to all parties to whom the broker renders real estate brokerage services, before the party signs an agency agreement with the broker, signs an offer in a real estate transaction handled by the broker, consents to dual agency, or waives any rights, under RCW 18.86.020(1)(e), 18.86.040(1)(e), 18.86.050(1)(e), or 18.86.060(2)(e) or (f), whichever occurs earliest; and

(g) To disclose in writing to all parties to whom the broker renders real estate brokerage services, before the party signs an offer in a real estate transaction handled by the broker, whether the broker represents the buyer, the seller, both parties, or neither party. The disclosure shall be set forth in a separate paragraph entitled "Agency Disclosure" in the agreement between the buyer and seller or in a separate writing entitled "Agency Disclosure."

(2) Unless otherwise agreed, a broker owes no duty to conduct an independent inspection of the property or to conduct an independent investigation of either party's financial condition, and owes no duty to independently verify the accuracy or completeness of any statement made by either party or by any source reasonably believed by the broker to be reliable.

(c) To advise the seller to seek expert advice on matters relating to the transaction that are beyond the agent's expertise;

(d) Not to disclose any confidential information from or about the seller, except under subpoena or court order, even after termination of the agency relationship; and

(e) Unless otherwise agreed to in writing after the seller's agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a buyer for the property; except that a seller's agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale.

(2) (a) The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a seller's agent does not in and of itself breach the duty of loyalty to the seller or create a conflict of interest.

(b) The representation of more than one seller by different brokers affiliated with the same firm in competing transactions involving the same buyer does not in and of itself breach the duty of loyalty to the sellers or create a conflict of interest.

SECTION 4:

DUTIES OF A SELLER'S AGENT.

(1) Unless additional duties are agreed to in writing signed by a seller's agent, the duties of a seller's agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) of this subsection:

(a) To be loyal to the seller by taking no action that is adverse or detrimental to the seller's interest in a transaction;

(b) To timely disclose to the seller any conflicts of interest;

SECTION 5:

DUTIES OF A BUYER'S AGENT.

(1) Unless additional duties are agreed to in writing signed by a buyer's agent, the duties of a buyer's agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) of this subsection:

(a) To be loyal to the buyer by taking no action that is adverse or detrimental to the buyer's interest in a transaction;



(b) To timely disclose to the buyer any conflicts of interest;

(c) To advise the buyer to seek expert advice on matters relating to the transaction that are beyond the agent's expertise;

(d) Not to disclose any confidential information from or about the buyer, except under subpoena or court order, even after termination of the agency relationship; and

(e) Unless otherwise agreed to in writing after the buyer's agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a property for the buyer; except that a buyer's agent is not obligated to:

(i) seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or

(ii) show properties as to which there is no written agreement to pay compensation to the buyer's agent.

(2) (a) The showing of property in which a buyer is interested to other prospective buyers by a buyer's agent does not in and of itself breach the duty of loyalty to the buyer or create a conflict of interest.

(b) The representation of more than one buyer by different brokers affiliated with the same firm in competing transactions involving the same property does not in and of itself breach the duty of loyalty to the buyer or create a conflict of interest.

RCW 18.86.030(1)(f), which consent must include a statement of the terms of compensation.

(2) Unless additional duties are agreed to in writing signed by a dual agent, the duties of a dual agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) and (f) of this subsection:

(a) To take no action that is adverse or detrimental to either party's interest in a transaction;

(b) To timely disclose to both parties any conflicts of interest;

(c) To advise both parties to seek expert advice on matters relating to the transaction that are beyond the dual agent's expertise;

(d) Not to disclose any confidential information from or about either party, except under subpoena or court order, even after termination of the agency relationship;

(e) Unless otherwise agreed to in writing after the dual agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a buyer for the property; except that a dual agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale; and

(f) Unless otherwise agreed to in writing after the dual agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a property for the buyer; except that a dual agent is not obligated to:

(i) seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or

(ii) show properties as to which there is no written agreement to pay compensation to the dual agent.

(3) (a) The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a dual agent does not in and of itself constitute action that is

SECTION 6:

DUTIES OF A DUAL AGENT.

(1) Notwithstanding any other provision of this chapter, a broker may act as a dual agent only with the written consent of both parties to the transaction after the dual agent has complied with

adverse or detrimental to the seller or create a conflict of interest.

(b) The representation of more than one seller by different brokers licensed to the same firm in competing transactions involving the same buyer does not in and of itself constitute action that is adverse or detrimental to the sellers or create a conflict of interest.

(4) (a) The showing of property in which a buyer is interested to other prospective buyers or the presentation of additional offers to purchase property while the property is subject to a transaction by a dual agent does not in and of itself constitute action that is adverse or detrimental to the buyer or create a conflict of interest.

(b) The representation of more than one buyer by different brokers licensed to the same firm in competing transactions involving the same property does not in and of itself constitute action that is adverse or detrimental to the buyer or create a conflict of interest.

SECTION 7: DURATION OF AGENCY RELATIONSHIP.

(1) The agency relationships set forth in this chapter commence at the time that the broker undertakes to provide real estate brokerage services to a principal and continue until the earliest of the following:

- (a) Completion of performance by the broker;
- (b) Expiration of the term agreed upon by the parties;
- (c) Termination of the relationship by mutual agreement of the parties; or
- (d) Termination of the relationship by notice from either party to the other. However, such

a termination does not affect the contractual rights of either party.

(2) Except as otherwise agreed to in writing, a broker owes no further duty after termination of the agency relationship, other than the duties of:

- (a) Accounting for all moneys and property received during the relationship; and
- (b) Not disclosing confidential information.

SECTION 8: COMPENSATION.

(1) In any real estate transaction, a firm's compensation may be paid by the seller, the buyer, a third party, or by sharing the compensation between firms.

(2) An agreement to pay or payment of compensation does not establish an agency relationship between the party who paid the compensation and the broker.

(3) A seller may agree that a seller's agent's firm may share with another firm the compensation paid by the seller.

(4) A buyer may agree that a buyer's agent's firm may share with another firm the compensation paid by the buyer.

(5) A firm may be compensated by more than one party for real estate brokerage services in a real estate transaction, if those parties consent in writing at or before the time of signing an offer in the transaction.

(6) A firm may receive compensation based on the purchase price without breaching any duty to the buyer or seller.

(7) Nothing contained in this chapter negates the requirement that an agreement authorizing or employing a broker to sell or purchase real estate for compensation or a commission be in writing and signed by the seller or buyer.

SECTION 9: VICARIOUS LIABILITY.

(1) A principal is not liable for an act, error, or omission by an agent or subagent of the principal arising out of an agency relationship:

- (a) Unless the principal participated in or authorized the act, error, or omission; or
- (b) Except to the extent that:
 - (i) the principal benefited from the act, error, or omission; and
 - (ii) the court determines that it is highly probable that the claimant would be unable to enforce a judgment against the agent or subagent.

(2) A broker is not liable for an act, error, or omission of a subagent under this chapter, unless that broker participated in or authorized the act, error or omission. This subsection does not limit the liability of a firm for an act, error, or omission by a broker licensed to the firm.

SECTION 10: IMPUTED KNOWLEDGE AND NOTICE.

(1) Unless otherwise agreed to in writing, a principal does not have knowledge or notice of any facts known by an agent or subagent of the principal that are not actually known by the principal.

(2) Unless otherwise agreed to in writing, a broker does not have knowledge or notice of any facts known by a subagent that are not actually known by the broker. This subsection does not limit the knowledge imputed to the designated broker or any managing broker responsible for the supervision of the broker of any facts known by the broker.

SECTION 11: INTERPRETATION.

The duties under this chapter are statutory duties and not fiduciary duties. This chapter supersedes the fiduciary duties of an agent to a principal under the common law. The common law continues to apply to the parties in all other respects. This chapter does not affect the duties of a broker while engaging in the authorized or unauthorized practice of law as determined by the courts of this state. This chapter shall be construed broadly.

SECTION 12: SHORT SALE.

When the seller of owner-occupied residential real property enters into a listing agreement with a real estate firm where the proceeds from the sale may be insufficient to cover the costs at closing, it is the responsibility of the real estate firm to disclose to the seller in writing that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the real property, for less than the amount the borrower owes, does not automatically relieve the seller of the obligation to pay any debt or costs remaining at closing, including fees such as the real estate firm's commission.

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Northwest Multiple Listing Service

Revised July 2013
RCW 18.86.120

ALTA COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY
Vista Title and Escrow, LLC

File No.: 22-22699

The West Half of Lot 6, Block 3 of Hay's Park, according to plat recorded in Volume "C" of Plats, Page 93 in the City of Spokane, Spokane County, Washington.

Abbreviated Legal: Ptn. Lot 6, Block3, Hays Park Add.

Tax Parcel No.: 35043.0130

Property Address: 1927 East Dalton Avenue, Spokane, WA 99207

Seller: _____

Buyer:  *John Samuel Leppert III* 03/02/22

Seller: _____

Buyer:  *Camille Elizabeth Leppert* 03/02/22

The address shown above is provided for information only, as a convenience for the customer and is not included in the legal description to be insured. The Address was determined by public records and the Company assumes no liability for any inaccuracy of the address.

Form 36
Counteroffer Addendum
Rev. 8/11
Page 1 of 1

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COUNTEROFFER ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT


All terms and conditions of the offer (Real Estate Purchase and Sale Agreement) dated March 02, 2022 , 1
concerning 1927 E Dalton Spokane WA 99207-4715 (the "Property"), 2
Address City State Zip
by, John S Leppert III and Camille E Leppert , as Buyer 3
and the undersigned City of Spokane , as Seller 4
are accepted, except for the following changes. 5


☒ **The Purchase Price** shall be \$ 11,500.00 6
_____ 7

☒ **Other.** 8
Closing date to be April 29, 2022 9
Closing contingent upon City Council Approval 10

This counteroffer shall expire at 9:00 p.m. on March 14, 2022 (if not filled in, two days after it is delivered), 27
unless it is sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the counterofferor, 28
their broker or at the licensed office of their broker. If this counteroffer is not so accepted, it shall lapse and the 29
Earnest Money shall be refunded to Buyer. 30

All other terms and conditions of the above offer are incorporated herein by reference as though fully set forth. 31

 John Samuel Leppert III 03/14/22
Signature Date

 Camille Elizabeth Leppert 03/14/22
Signature Date

The above counteroffer is accepted.			
Signature	Date	Signature	Date



Agenda Sheet for City Council Meeting of:

07/12/2021

Date Rec'd

6/21/2021

Clerk's File #

RES 2021-0055

Renews #**Submitting Dept**

FACILITIES MANAGEMENT

Cross Ref #**Contact Name/Phone**

DAVE STEELE X6064

Project #**Contact E-Mail**

DSTEELE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

5900 - SURPLUS PROPERTY RESOLUTION

Agenda Wording

Both 1927 E Dalton and 2912 E Wabash were acquired through the Spokane County tax foreclosure process with the intent of returning them to the tax roles. The city has associated clean up costs for both lots.

Summary (Background)

The Real Estate Review Committee (RERC) met and reviewed 3 properties. The final consensus was to declare 1927 East Dalton and 2912 East Wabash surplus and list them with a qualified residential broker for immediate sale. The subsequent committee report was reviewed, and concurrence was provided from the Mayor's office for the action. The sale of these properties will recoup a portion of those costs.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Revenue \$ TBD

Select \$

Select \$

Select \$

Budget Account

99999

#

#

#

Approvals

Dept Head

TEAL, JEFFREY

Division Director

WALLACE, TONYA

Finance

BUSTOS, KIM

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Council Notifications

Study Session\Other

F&A 6-21-2021

Council Sponsor

CM Mumm

Distribution List

twallace@spokanecity.org; jteal@spokanecity.org

pingiosi@spokanecity.org;
mhughes@spokanecity.org

Additional Approvals

dsteele@spokanecity.org; ablain@spokanecity.org

Purchasing

kbustos@spokanecity.org; ddaniels@spokanecity.org

Adopted by Spokane City Council
on: 7-12-2021

DocuSigned by:

CC56CBA4DCC84D6City Clerk

Briefing Paper F&A Committee

Division & Department:	Finance – Facilities Department
Subject:	Surplus Property Resolution
Date:	06/21/2021
Author (email & phone):	dsteele@spokanecity.org 625-6064
City Council Sponsor:	CM Mumm
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comp Plan, Strategic Plan
Strategic Initiative:	Sustainability
Deadline:	NA
Outcome: (deliverables, delivery duties, milestones to meet)	Adoption of a surplus property resolution declaring two residential lots surplus and authorizing the sale of both properties
Background/History: The Real Estate Review Committee (RERC) met and reviewed 3 properties. The final consensus was to declare 1927 East Dalton and 2912 East Wabash surplus and list them with a qualified residential broker for immediate sale. The subsequent committee report was reviewed, and concurrence was provided from the Mayor's office for the action.	
Executive Summary: <ul style="list-style-type: none"> Both 1927 East Dalton and 2912 East Wabash were acquired through the Spokane County tax foreclosure process with the intent of returning them to the tax roles. The city has associated clean up costs for both lots. The sale of these properties will recoup a portion of those costs. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) <i>Match requirements will be determined at the time of award.</i>	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No N/A Specify changes required: Known challenges/barriers:	

RESOLUTION 2021-0055

A RESOLUTION PROVIDING FOR THE SALE OF SURPLUS CITY PROPERTY.

WHEREAS, the City of Spokane is the owner of certain properties located in the City of Spokane, County of Spokane, State of Washington, and more particularly described in Exhibit A hereto ("Properties"); and

WHEREAS, pursuant to Chapter 12.10 of the Spokane Municipal Code, the Real Estate Review Committee reviewed the Properties and recommends that the City declare the Properties surplus and authorize the City's Facilities Department to find buyers for the Properties; and

WHEREAS, the Properties were acquired by the City of Spokane through the public auction process conducted by Spokane County due to non-payment of property taxes and settlement of property liens in order to protect the City of Spokane's lien position and possible recovery; and,

WHEREAS, the City of Spokane finds that the Properties are no longer needed for a public use of the City of Spokane and has determined it to be in the public interest to offer them for sale; and

WHEREAS, RCW 35.22.280(3) authorizes the City to dispose of surplus property upon commercially reasonable means; and

WHEREAS, the City of Spokane is required to seek fair market value for the Properties.

NOW, THEREFORE - - it is hereby resolved by the City of Spokane City Council; as follows:

1. The Properties are hereby declared to be surplus City property no longer needed for the present and foreseeable public uses of the City. The following described Properties are hereby declared to be of low value and surplus to the public needs of the City.

Type	Address	Parcel Number
Residential	1927 East Dalton	35043.0130
Residential	2912 East Wabash	36343.2806

2. The Mayor has directed the City's Facilities Department to dispose of the surplus Properties by determining the fair market value of the Properties using commercially reasonable means and seeking a qualified buyer or buyers for the Properties and to negotiate the terms of a purchase and sale agreement(s) with said buyer(s). The final negotiated terms of the purchase and sale agreement(s) is subject to final approval by the

City Council.

ADOPTED by the Spokane City Council this 12th day of July,
2021.

DocuSigned by:



City Clerk

Approved as to form:

DocuSigned by:



Assistant City Attorney

DS



EXHIBIT "A"

1927 East Dalton

Assessor’s parcel number: 35043.0130

2912 East Wabash

Assessor’s parcel number: 36343.2806



Agenda Sheet for City Council Meeting of: 04/25/2022

<u>Date Rec'd</u>	4/13/2022
<u>Clerk's File #</u>	ORD C36192
<u>Renews #</u>	

<u>Submitting Dept</u>	POLICE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MIKE MCNAB 835-4514	<u>Project #</u>	
<u>Contact E-Mail</u>	MMCNAB@SPOKANEPOLICE.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Special Budget Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	1560 - FEDERAL FORFEITURES SBO FOR EQUIPMENT		

Agenda Wording

Special budget ordinance to increase Federal Forfeiture fund appropriations by \$89,960 to be used for furniture and minor equipment.

Summary (Background)

The police department was allocated \$15,500 out of its federal forfeiture account in the 2022 budget for software and minor equipment. The current balance of federal forfeiture funds after 2022 allocations is \$114,861. The department is in need of office furniture and additional minor equipment. SPD is requesting the following increases to their federal forfeiture allocations: Office furniture: \$75,000; Minor Equipment: \$14,960

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 14,960

Expense \$ 75,000

Select \$

Select \$

Budget Account

1560-17100-21250-53502-99999

1560-17100-21250-53505-99999

#

#

Approvals

Dept Head HAMMOND, JENNIFER

Division Director HAMMOND, JENNIFER

Finance SCHMITT, KEVIN

Legal PICCOLO, MIKE

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other PSCHC Meeting
04/11/2022

Council Sponsor CATHCART/BINGLE

Distribution List

SPDFINANCE@SPOKANECITY.ORG

MMCNAB@SPOKANEPOLICE.ORG

Additional Approvals

Purchasing

MANAGEMENT & BUDGET INGIOSI, PAUL

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Major Mike McNab 835-4514
Contact Email	mmcnab@spokanepolice.org
Council Sponsor(s)	Councilman Cathcart, Councilman Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 Minutes
Agenda Item Name	SBO to access federal forfeiture funding
Summary (Background)	<p>The police department was allocated \$15,500 out of its federal forfeiture account in the 2022 budget for software and minor equipment. The current balance of federal forfeiture funds after 2022 allocations is \$114,861. The department is in need of office furniture and additional minor equipment. SPD is requesting the following increases to their federal forfeiture allocations:</p> <ul style="list-style-type: none"> Office furniture: \$75,000 Minor Equipment: \$14,960 <p>(\$6500 drone, \$4,200 vehicle computer reader, \$3,000 personal safety equipment, \$1,260 tax)</p>
Proposed Council Action & Date:	Approval on April 25, 2022
Fiscal Impact: Total Cost: \$89,960 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: Federal forfeiture funds 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?	
None	
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?	
There will be no data collected for these purchases	
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?	

The furniture and equipment purchased with increased budget allocation aligns with multiple goals from the Police Department's 2022- 2023 Strategic Plan Including:

- **Combat crime by using innovative policing practices and technology.**
- **Ensure the wellness and health of our employees, emotionally and physically.**
- **Maintain a progressive approach to best practices revolving around training, equipment, programs and service to the community and our employees.**

The use of federal forfeiture funds for these purposes aligns with federal law and U.S. Department of Justice guidelines as permissible use for the "expansion of law enforcement activity".

ORDINANCE NO C36192

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 Forfeitures & Contributions 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 Forfeitures & Contributions Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriations by \$89,960
 - A) Of the increased appropriation; \$89,960 of the increase is to be used for the procurement of office furniture not exceeding \$75,000 and minor equipment not exceeding \$14,960.
 - B) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to procure adequate office furniture and equipment, 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:
04/25/2022

Date Rec'd	4/13/2022
Clerk's File #	ORD C36193
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	MIKE MCNAB 835-4514
Contact E-Mail	MMCNAB@SPOKANEPOLICE.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	1560 - STATE FORFEITURES CI FUNDS SBO

Agenda Wording

Special Budget Ordinance to increase appropriations by \$40,000 of State forfeiture funds to be used as confidential funds.

Summary (Background)

The department is requesting a \$40,000 increase in confidential funds in order to keep up with the influx of fentanyl and methamphetamines in our community. SPD accomplishes drug enforcement by targeting those distributing illegal substances through controlled purchases. This increase would align SPD's budget authority with the current demand to use these funds for enforcement.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 40,000	<u>Budget Account</u>	# 1560-17200-21250-54922-99999
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

Dept Head HAMMOND, JENNIFER

Division Director

Finance SCHMITT, KEVIN

Legal PICCOLO, MIKE

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Purchasing

MANAGEMENT & BUDGET INGIOSI, PAUL

BUDGET

Council Notifications

Study Session\Other PSCHC Meeting
04/11/2022

Council Sponsor CATHCART/BINGLE

Distribution List

spdfinance

MMCNAB

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Major Mike McNab 835-4514
Contact Email	mmcnab@spokanepolice.org
Council Sponsor(s)	Councilman Cathcart, Councilman Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	SBO to access state drug forfeiture funding
Summary (Background)	<p>In the 2022 budget, the police department was allocated \$150,500 from the state drug forfeiture account for legal services, confidential funds and undercover vehicles. The current balance of state drug forfeiture funds after 2022 allocations is \$575,431.</p> <p>The department is requesting a \$40,000 increase in confidential funds in order to keep up with the influx of fentanyl and methamphetamines in our community. SPD accomplishes drug enforcement by targeting those distributing illegal substances through controlled purchases. Starting in 2020, confidential fund budgets were reduced between \$20,000 and \$25,000. SPD has run out of spending authority every year since. This has impacted on-going drug investigations and resulted in SPD having to cover overages with funding intended for other purposes. This increase would align SPD's budget authority with the current demand to use these funds for enforcement.</p>
Proposed Council Action & Date:	Approval on April 25, 2022
Fiscal Impact: Total Cost: \$40,000 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: State forfeiture/seizure funds 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?	
Targeting those distributing dangerous substances serves all populations in our community suffering from substance abuse. It further serves our entire community by reducing the violence and property crimes associated with illicit drug trade.	
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?	
The Police Department keeps detailed records for the use of confidential funds. Instances of confidential fund use are further documented in police reporting which captures race and gender should this data be needed for a focused analysis.	

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

This is a well-established police practice that has proven to be effective in drug enforcement by building criminal cases against those distributing illicit substances.

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?

Increasing the confidential fund allocation will ensure the police department can continue combating the influx of fentanyl and methamphetamine in our community without disruption. This increase in funding aligns with the goal from the Police Department's 2022- 2023 Strategic Plan to help create a safer, healthier, and more supportive environment for all residents and visitors.

The use of state drug forfeiture funds for these purposes aligns with RCW 69.50.505 where the funds are used exclusively for the expansion and improvement of controlled substances related law enforcement activity.

ORDINANCE NO C36193

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 Forfeitures & Contributions 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 Forfeitures & Contributions Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriations by \$40,000
 - A) Of the increased appropriations; \$40,000 of the increase is to be used as confidential funds used for controlled purchases of illegal substances
 - B) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to continue and expand the use of confidential funds, 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:
04/25/2022

Date Rec'd	4/13/2022
Clerk's File #	ORD C36194
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	MIKE MCNAB 835-4514
Contact E-Mail	MMCNAB@SPOKANEPOLICE.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	1560 - STATE FORFEITURES SBO FOR SOFTWARE

Agenda Wording

Special Budget Ordinance to increase State forfeiture appropriations by \$74,650 to be used for the purchase of software and a camera system.

Summary (Background)

The police department was allocated \$150,500 out of its state drug forfeiture account in the 2022 budget for legal services, confidential funds, and undercover vehicles. The current balance of state drug forfeiture funds after 2022 allocations is \$575,431. The police department would like to renew their subscription for Cellebrite Premium mobile device analysis software for \$65,000 (previously funded by grant money) and a vehicle mounted camera system for the armored vehicle for \$9,650.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 65,000	# 1560-17200-21250-54820-99999
Expense	\$ 9,650	# 1560-17200-94000-56412-99999
Select	\$	#
Select	\$	#

Budget Account

Approvals

Dept Head HAMMOND, JENNIFER

Division Director HAMMOND, JENNIFER

Finance SCHMITT, KEVIN

Legal PICCOLO, MIKE

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other PSCHC Meeting
04/11/2022

Council Sponsor CATHCART/BINGLE

Distribution List

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MMCNAB

Additional Approvals

Purchasing

MANAGEMENT & BUDGET INGIOSI, PAUL

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Major Mike McNab 835-4514
Contact Email	mmcnab@spokanepolice.org
Council Sponsor(s)	Councilman Cathcart, Councilman Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Software purchase & SBO from state drug forfeiture funding
Summary (Background)	<p>The police department was allocated \$150,500 out of its state drug forfeiture account in the 2022 budget for legal services, confidential funds, and undercover vehicles. The current balance of state drug forfeiture funds after 2022 allocations is \$575,431. The police department would like to renew their subscription for Cellebrite Premium mobile device analysis software for \$65,000 (previously funded by grant money) and a vehicle mounted camera system for the armored vehicle for \$9,650.</p> <p>After a search warrant has been authorized, Cellebrite Premium allows for the acquisition of digital evidence from iOS and Android devices. The tool is used by the SPD digital forensics lab in collaboration with SPD investigators. Cellebrite Premium is used extensively in drug, homicide and sex crimes investigations. Recently, evidence acquired from Cellebrite Premium led to a 19-year plea bargain in a federal human trafficking and production of child pornography case. Cellebrite Premium allows for unlocking of encrypted devices and evidence acquisition from the most modern iOS and Android phones. Without Cellebrite Premium, the SPD digital forensics lab would be unable to acquire evidence in many cases or be required to send devices out to for analysis, an expense of over \$2,000 per phone.</p>
Proposed Council Action & Date:	Approval on April 25, 2022
Fiscal Impact: Total Cost: \$74,650 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: State forfeiture funds 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? <p>Nearly all criminal investigations have evidence contained on a mobile device. Mobile device analysis software serves all populations in our community who are victimized by crime. This technology allows investigators to quickly solve serious violent, drug, and property crimes where legal authority for accessing the devices has been established.</p>	

The vehicle mounted camera will allow SPD to record police activity during crisis situations where the armored vehicle has been deployed. Often the gear and positioning of SWAT officers obstructs body worn cameras. This camera will allow a better view of police activity and added transparency.

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?

Mobile device analysis software use would be documented in police reports which would capture data on race and gender should that data need to be analyzed in relation to the use of this technology.

Armored vehicle deployments are tracked with a SWAT after action review document. Police reports related to these deployments would capture data on race and gender should that data need to be analyzed in the context of this equipment's use.

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

SPD has already experienced the successes of mobile device analysis software. Having these tools in-house will reduce costs for sending this work out to a third-party vendor and increases SPD's efficiency and effectiveness.

SWAT after actions reviews and use of force reports will evaluate the effectiveness of the vehicle mounted camera.

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?

Providing our investigators with mobile device analysis software and a vehicle mounted camera for our armored vehicle aligns with multiple goals from the Police Department's 2022- 2023 Strategic Plan Including:

- **Help create a safer, healthier, and more supportive environment for all residents and visitors**
- **Combat crime by using innovative policing practices and technology.**
- **Maintain a progressive approach to best practices revolving around training, equipment, programs and service to the community and our employees.**

The use of state drug forfeiture funds for these purposes aligns with RCW 69.50.505 where the funds are used exclusively for the expansion and improvement of controlled substances related law enforcement activity.

ORDINANCE NO C36194

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 Forfeitures & Contributions 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 Forfeitures & Contributions Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriations by \$74,650
 - A) Of the increased appropriation; \$74,650 of the increase is to be used for the procurement of mobile device analysis software and a vehicle mounted camera system.
 - B) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to procure mobile device analysis software and vehicle camera system, 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:
04/25/2022

Date Rec'd	4/13/2022
Clerk's File #	RES 2022-0036
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	SHAUNA X6246 HARSHMAN
Contact E-Mail	SHARSHMAN@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - APPROVING 2022 TBD PROJECT MODIFICATIONS AND FUNDING

Agenda Wording

This resolution will modify TBD projects for 2022 previously approved in Resolution 2021-0010 adopted by Spokane City Council on 2/8/2021 due to project cost increases.

Summary (Background)

The Transportation Benefit District (TBD), created in 2010, established a \$20 annual vehicle fee to help pay for the preservation and maintenance of the City's existing transportation improvements, facilities, and programs set forth in the Six-Year Pavement Maintenance Program of the City's Comprehensive Street Program. Spokane's TBD also allocates a small portion of revenue generated, a minimum of ten percent, to implement the pedestrian program of the City's Pedestrian Master Plan.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#
Approvals		Council Notifications
Dept Head	ALLERS, HANNAHLEE	Study Session\Other UE 4/11
Division Director		Council Sponsor Zappone & Wilkerson
Finance		Distribution List
Legal		sharshman@spokanecity.org
For the Mayor		
Additional Approvals		
Purchasing		

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	City Council
Contact Name & Phone	Shauna Harshman, 509.828.0185
Contact Email	sharshman@spokanecity.org
Council Sponsor(s)	Zack Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>5 minutes</u>
Agenda Item Name	Resolution to approve modification to TBD projects and funding for 2022
Summary (Background)	<p>The Transportation Benefit District (TBD), created in 2010 established a \$20 annual vehicle fee to help pay for the preservation and maintenance of the City's existing transportation improvements, facilities, and programs set forth in the Six-Year Pavement Maintenance Program of the City's Comprehensive Street Program. Spokane's TBD also allocates a small portion of revenue generated, a minimum of ten percent, to implement the pedestrian program of the City's comprehensive Street Program, the Pedestrian Master Plan. The Citizen's Transportation Advisory Board (CTAB) was created in 2010 by Ordinance C-34648 to review and make recommendations for projects under consideration for TBD funding. Each year the CTAB reviews and brings forward a two-year Residential Street Maintenance Plan to better maintain the city's street system for all users.</p>
Proposed Council Action & Date:	After committee briefing will file for Council approval on April 25 th .
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Traffic Calming fund 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? Any project constructed in a historically excluded community will increase connectivity, safety, and access to transportation options.	
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? At this time that information is not collected, but could be built into future process.	

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

At this time where pre and post data is available on pavement condition and will be used to measure effectiveness.

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?

The Transportation Benefit District (TBD) created by Ordinance C34648, codified in Chapter 8.16 of the Spokane Municipal Code.

RESOLUTION NO. 2022-0036

A Resolution adopting the revised allocations and project prioritization from the 2021-2022 Two Year Residential Street Maintenance Program utilizing Transportation Benefit District Funding for the year 2022.

WHEREAS, pursuant to Chapter 36.73 RCW and RCW 35.21.255, which authorize cities to establish a transportation benefit district, the City of Spokane enacted Ordinance No. C- 34648 establishing the City of Spokane Transportation Benefit District (TBD) codified in Chapter 8.16 of the Spokane Municipal Code (SMC); and

WHEREAS, consistent with RCW 36.73.015, SMC 8.16.060 established that the funds generated by the Transportation Benefit District may be used for any purpose allowed by law including to operate the TBD and to make transportation improvements that are consistent with existing state, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels pursuant to chapter 36.73 RCW; and

WHEREAS, on October 28, 2021, the City Council adopted Ord. No. C36065 stating the funds shall be used for improvements to operation, preservation, and maintenance of the City's facilities, functions, activities, and programs set forth in the most recently adopted versions of the following City of Spokane transportation plans: Six-Year Comprehensive Street Program, Six-Year Pavement Maintenance Program, Bicycle master Plan, and the Pedestrian master Plan; including the allocation of at least ten percent of revenue generated pursuant to SMC 8.16.060 to implement the pedestrian program of the City's six-year comprehensive street program; and

WHEREAS, on June 21, 2021, the City Council approved Resolution No. 2022-2027 adopting the 2022-2027 Six Year Comprehensive Street Program; and

WHEREAS, the CTAB has met several times over the past months to review increased costs for transportation improvements applicable to the City's two year pavement maintenance program, revising the project list to meet available funding; and

WHEREAS, the CTAB revised recommendations for funding and project allocation were presented to the Spokane City Council at the April 11, 2022, Urban Development Committee meeting; and

WHEREAS, the City Council, hereby finds it to be in the best interest of the TBD to adopt budget allocations and project prioritization for 2022 consistent with the enabling provisions of state law and the Spokane Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Spokane City Council, in its capacity at the TBD Governing Board, that:

Section 1. Approval of budget allocation and project prioritization: The budget allocation and project prioritization as set forth in Exhibit A are approved for the 2022 budget year for the applicable funds generated pursuant to Chapter 36. 73 RCW and RCW 35.21.255, Chapter 8.16 of the Spokane Municipal Code (SMC). The funds shall be allocated to the City of Spokane pursuant to the interlocal agreement entered into between the City and the City of Spokane Transportation Benefit District and allocated and expended as set forth in this resolution.

Section 2. Approved Projects. The revenue from the twenty dollar vehicle fee shall only be expended for improvements to operation, preservation, and maintenance of the City's facilities, functions, activities, and programs set forth in the most recently adopted versions of the following City of Spokane transportation plans: Six-Year Comprehensive Street Program, Six-Year Pavement Maintenance Program, Bicycle Master Plan, and the Pedestrian master Plan as adopted and specifically allocated pursuant to this resolution and Exhibit A.

Passed by the City Council this ____ day of _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
04/25/2022

<u>Date Rec'd</u>	4/13/2022
<u>Clerk's File #</u>	RES 2022-0037
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	SHAUNA X6246 HARSHMAN
<u>Contact E-Mail</u>	SHARSHMAN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0320 - APPROVAL OF CYCLE 10 TRAFFIC CALMING PROJECTS

Agenda Wording

A resolution regarding the approval of Cycle 10 traffic calming projects to be paid through the Traffic Calming Measures Fund.

Summary (Background)

This resolution lists the Cycle 10 traffic calming projects that have been preliminarily approved by the Council Traffic Calming Subcommittee for design, engineering and construction using funding from the combined school radar and red light traffic cameras.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>	<u>Budget Account</u>	
Neutral \$	#	
Select \$	#	
Select \$	#	
Select \$	#	
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	ALLERS, HANNAHLEE	<u>Study Session\Other</u> UE 4/11/22
<u>Division Director</u>		<u>Council Sponsor</u> Stratton & Zappone
<u>Finance</u>		<u>Distribution List</u>
<u>Legal</u>		
<u>For the Mayor</u>		
<u>Additional Approvals</u>		
<u>Purchasing</u>		

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	City Council
Contact Name & Phone	Shauna Harshman, 509.828.0185
Contact Email	sharshman@spokanecity.org
Council Sponsor(s)	Karen Stratton, Zack Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>5-10 minutes</u>
Agenda Item Name	Approval of cycle 10 Traffic Calming applications
Summary (Background)	This resolution lists the Cycle 10 (2020) traffic calming projects that have been preliminarily approved by the Council Traffic Calming Subcommittee for design, engineering and construction using funding from the combined school radar and red light traffic cameras.
Proposed Council Action & Date:	After committee briefing will file for Council approval on April 25 th .
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Traffic Calming fund 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? Any project constructed in a historically excluded community will increase connectivity, safety, and access to transportation options.	
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? At this time that information is not collected, but could be built into future process.	

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

At this time where pre and post data is available on speeding or traffic volume they can be compared to measure effectiveness. Future process will include pre and post data collection to ensure solutions are effective.

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?

Traffic Calming projects align with Chapter Four, Transportation, of the Comprehensive Plan. These projects also align with the bicycle and pedestrian master plans and neighborhood plans calling for greater safety and connectivity.

RESOLUTION NO. 2022-0037

A resolution regarding the approval of Cycle 10 applications and projects to be paid through the Traffic Calming Measures Fund.

WHEREAS, the City Council has adopted Resolution No. 2014-0032 and 2010-0001 regarding the allocation of funds generated from automated traffic safety cameras; and

WHEREAS, the funds generated from automated traffic safety cameras are designed for neighborhood traffic calming projects which the neighborhoods themselves applied for; and

WHEREAS, neighborhoods have worked with city staff and City Council to finalize a list from Cycle 10 (2020) applications submitted to the City of Spokane; and

NOW, THEREFORE, BE IT RESOLVED that the list of approved traffic calming projects and funding for Cycle 10 (2020) are as follows:

District 1

- Bemis: RRFB on both sides of intersection of East Empire-Garland Ave and North Cook Street. \$294,993
- Chief Garry Park: Bump outs along Boone Avenue at Stone and Cook. \$368,347
- Logan: Sidewalk, enhanced crossings with luminaries and 20 when flashing units on Perry. \$464,430
- Whitman: Sidewalk on both sides of Pittsburg from Rowan to Central. \$722,967
- Minnehaha: Stop signs at Freya and Upriver with marked crosswalk on east leg. \$26,292
- Logan and Bemis: Illinois Avenue plazas adjacent to new trail. \$300,000
 - **District 1 total: \$2,177,029**

District 2

- East Central: RRFB and luminaries on south side of Altamont at 5th. \$132,527
- East Central: Curb bump outs at 5th/Haven and 5th/Fiske and installation of luminaries. \$372,416
- Grandview Thorpe: 17th/D Street curb bump outs and one section of missing sidewalk. \$301,625
- Lincoln Heights: 29th at Rosauers RRFB at crosswalk with luminaries and tree trimming. \$159,340
- Lincoln Heights: Set aside funding for study of Altamont Street in the next four year project cycle. \$50,000

- Manito Cannon Hill: 29th/Manito RRFB, luminaries and tree pruning. \$147,145
- Comstock: Sidewalk on east side of Bernard, 37th to High Drive with crosswalk and bump outs on north leg of 37th/Bernard. \$452,563
- West Hills: Restripe Government Way from four lanes to three between Greenwood and Riverside. \$309,682
- Peaceful Valley: Short bus bump out on Main and Cedar. \$58,571
- Southgate: Curb line improvements at Thurston/Pittsburg. \$189,427
- Rockwood: Set aside funding for Greenway alignment on 18th Street study in the next four year project cycle of. \$50,000

○ **District 2 total: \$2,223,296**

District 3

- Audubon/Downriver: Crosswalk and luminaries at Lacrosse Ave and Northwest Blvd. \$163,088
- North Hill: Sidewalk on north side of Rowan, Monroe to ½ block east of Post Street. \$256,327
- North Indian Trail: Installation of sidewalk on north side of Shawnee from Moore to Indian Trail road. \$105,000
- North Indian Trail: Set aside funding for study in next four year project cycle of safety improvements along Indian Trail Road. \$100,000
- North Indian Trail: Set aside funding for implementation of North Indian Trail Safety Study. \$400,000
- Five Mile Prairie: Restripe of Strong Road east of Cannon Street to Palm Place, a pedestrian island at Cannon Street with luminaries. \$116,994
- Audubon/Downriver: RRFB at Alberta/Longfellow. \$446,699

○ **District 3 total: \$1,188,108**

Citywide

- Mobile Speed Radar Program: Shifting logistics of unit placement from ONS to COPS. \$ 2,150
- Residential Street Murals: Fund Spokane Arts to administer a pilot program for three years and paint up to two street murals per neighborhood in the three year pilot program. \$672,750

○ **Citywide total: \$674,900**

Total Cost for all recommended projects to be charged to the Traffic Calming Measure Fund: \$6,263,333.

Passed by the City Council this ____ day of _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney