

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 May 16, 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 May 16, 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: 2482 213 7718; 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, May 16, 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, MAY 16, 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)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORTS

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|---|----------------|--------------------------------------|
| <p>1. Value Blanket with CompuNet (Grangeville, ID) for the purchase of Cisco hardware products, switch upgrades, identity security appliances, phone server upgrades and firewalls without bringing each purchase over the City purchase limit to City Council for approval, from May 16, 2022, through May 15, 2023—\$350,000 (including tax). (Council Sponsor: Council Member Cathcart)</p> <p>Michael Sloon</p> | <p>Approve</p> | <p>OPR 2022-0343</p> |
| <p>2. Master Contract with Arch Staffing and Consulting, LLC (Spokane) for technical services in support of the Project Management Office and the Innovation and Technology Services Division from May 1, 2022 through April 30, 2024—not to exceed \$150,000 annually. (Council Sponsor: Council Member Cathcart)</p> <p>Michael Sloon</p> | <p>Approve</p> | <p>OPR 2022-0344
RFP 5435-21</p> |
| <p>3. Consultant Agreement with DOWL, LLC (Redmond, WA) to provide analysis in the development of the new Traffic Calming Program—\$600,000. (Council Sponsors: Council President Beggs and Council Member Kinnear)</p> <p>Inga Note</p> | <p>Approve</p> | <p>OPR 2022-0345
ENG 2022074</p> |
| <p>4. Real Estate Purchase and Sale Agreement with Santillanes & Sellers, LLC, to acquire needed property for the SIA I-90 Water Main Crossing—\$130,000. (Council Sponsor: Council Member Kinnear)</p> <p>Dan Buller</p> | <p>Approve</p> | <p>OPR 2022-0346
ENG 2018107</p> |
| <p>5. Low Bid of (<u>to be determined at bid opening to be held on May 9, 2022</u>) (<u>City, ST</u>) for the NSC – Wellesley Avenue Phase 2 Haven Street to Market Street Project—\$. An administrative reserve of \$_____, which is 10% of the contract price, will be set aside. (Council Sponsor: Council Member Kinnear)</p> <p>Dan Buller</p> | <p>Approve</p> | <p>OPR 2022-0347
ENG 2019108</p> |
| <p>6. Master License Agreement with DISH Wireless, LLC (Englewood, CO) for placement of cellular equipment at multiple locations as a new vendor and Site License</p> | <p>Approve</p> | <p>OPR 2022-0348</p> |

Acknowledgments for equipment to be placed at 2216 W. Strong Road and 5717 S. Parkridge Boulevard—\$76,800 revenue. (Council Sponsor: Council Member Cathcart)

Dave Steele

- | | | | |
|---------------------|---|------------------------------|---------------|
| 7. | Contract Amendment with Catholic Charities to add funds to their Supportive Services budget line-item to be used between April 1, 2022 and July 31, 2022—increase of \$60,000. Total contract amount: \$279,869. (Council Sponsor: Council Member Cathcart) | Approve | OPR 2021-0579 |
| Heather Page | | | |
| 8. | Report of the Mayor of pending 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 \$_____. | Approve & Authorize Payments | CPR 2022-0002 |
| 9. | City Council Meeting Minutes: _____, 2022. | Approve All | CPR 2022-0013 |

ACTION ON CONSENT AGENDA

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- | | |
|---------------|---|
| RES 2022-0046 | Honoring Spokane Police Detective Juan Rodriguez for his extraordinary act of bravery and heroism on September 11, 2020. (Council Sponsors: Council Members Bingle and Cathcart)
Council Member Bingle |
| RES 2022-0047 | Supporting the Spokane Regional Food Action Plan developed by the Spokane Food Policy Council, which identifies needed strategic investments to preserve farmland, increase local food processing, provide healthy food for all, and reduce food waste. (Council Sponsors: Council Members Kinnear and Stratton)
Council Member Kinnear |
| ORD C36208 | Changing the zone from Neighborhood Retail 35 (NR-35) to Neighborhood Retail 55 (NR-55) for property located at 2921 W 8th Ave., |

2918 W 8th Ave., and 2937 W 7th Ave. in the City and County of Spokane, State of Washington, by amending the Official Zoning Map. (Council Sponsors: Council Members Wilkerson and Kinnear)
Donna deBit

FIRST READING ORDINANCES

- ORD C36209 Establishing water conservation and drought response measures; enacting a new section 13.04.1925; and amending section 13.04.300 of the Spokane Municipal Code. (Council Sponsors: Council President Beggs and Council Member Kinnear)
Council Member Kinnear
- ORD C36210 Relating to commercial vehicles; amending SMC section 16A.44.100. (Council Sponsors: Council President Beggs and Council Member Kinnear)
Mary Muramatsu
- ORD C36211 Interim zoning ordinance concerning the siting of indoor shelters for vulnerable and homeless individuals and families; amending SMC 17C.130.100 on an interim basis; and setting a public hearing for July 25, 2022. (Council Sponsors: Council President Beggs and Council Member Bingle)
Jenn Cerecedes

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for May 16, 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 May 16, 2022, Regular Legislative Session of the City Council is adjourned to May 23, 2022.

NOTES

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

05/16/2022

Date Rec'd

5/4/2022

Clerk's File #

OPR 2022-0343

Renews #**Submitting Dept**INNOVATION & TECHNOLOGY
SERVICES**Cross Ref #****Contact Name/Phone**

MICHAEL SLOON 625-6468

Project #**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Purchase w/o Contract

Requisition #

VALUE BLANKET

Agenda Item Name

5300 COMPUNET VALUE BLANKET

Agenda Wording

Approval to purchase Cisco hardware products, switch upgrades, identity security appliances, phone server upgrades and firewalls through CompuNet w/o bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.

Summary (Background)

The City makes large purchases of Cisco network hardware and professional services from CompuNet for the Network Re-Architecture program and other equipment upgrades. Upcoming purchases include upgrades to switches, identity security appliances, phone servers and firewalls. All purchases will utilize WA state contract # 05819 and/or NCPA Contract # 01-107 that include pricing advantages for government entities. Total Value Blanket funds will be \$350,000. VB term will be 5/16/2022 - 5/15/2023.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 350,000.00 (including tax)

Various Accounts

Select \$

#

Select \$

#

Select \$

#

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

SLOON, MICHAEL

Study Session\Other4/25/2022 PIES
COMMITTEE**Division Director**

SLOON, MICHAEL

Council Sponsor

CM Michael Cathcart

Finance

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

Accounting - ywang@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Contract Accounting - ddaniels@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

WAHL, CONNIE

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Dominic Casey - dcasey@compunet.biz

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability

Submitting Department	ITSD
Contact Name & Phone	Michael Sloon
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 4/25/2022
Agenda Item Name	CompuNet Value Blanket
Summary (Background)	<p>The City of Spokane makes large purchases of Cisco network hardware and professional services from CompuNet for the Network Re-Architecture program and other equipment upgrades. Upcoming purchases include upgrades to switches, identity security appliances, phone servers and firewalls. All purchases will utilize WA state contract # 05819 and/or NCPA Contract # 01-107 that include pricing advantages for government entities. Total Value Blanket funds will be \$350,000. The length of term will be May 16, 2022, to May 15, 2023.</p>
Proposed Council Action & Date:	Final Pass May 16, 2022
Fiscal Impact: Total Cost: \$350,000 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? 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? All network infrastructure performance issues and outages are routinely tracked and managed. ITSD also routinely evaluates the effectiveness of the incumbent vendor and analyzes other vendors' solutions for improvements and cost advantages over the current solution.	

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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service by providing a stable, current, redundant and resilient network infrastructure.

License Information:

[New search](#) [Back to results](#)

Entity name: COMPUNET, INC.

Business name: COMPUNET, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-742-439

Business ID: 001

Location ID: 0001

Location: Active

Location address: 505 S FLORENCE ST
GRANGEVILLE ID 83530-2324

Mailing address: 1111 S SILVERSTONE WAY
STE 200
MERIDIAN ID 83642-7381

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Bremerton General Business - Non-Resident	33570			Active	Mar-31-2023	Aug-01-2019
Chehalis General Business - Non-Resident	14-5298			Active	Mar-31-2023	Sep-11-2014



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Clarkston General Business - Non-Resident				Active	Mar-31-2023	Oct-02-2020
Grandview General Business - Non-Resident				Active	Mar-31-2023	Jan-08-2021
Kennewick General Business - Non-Resident				Active	Mar-31-2023	Oct-01-2020
Liberty Lake General Business - Non-Resident				Active	Mar-31-2023	Jan-29-2021
Moses Lake General Business - Non-Resident	BUS2020-0645			Active	Mar-31-2023	Sep-28-2020
Pasco General Business - Non-Resident	36914			Active	Mar-31-2023	Oct-13-2020
Richland General Business - Non-Resident				Active	Mar-31-2023	Sep-30-2020
Spokane General Business - Non-Resident				Active	Mar-31-2023	Jan-08-2021
Sumner General Business - Non-Resident				Active	Mar-31-2023	Feb-01-2021
Vancouver General Business - Non-Resident				Active	Mar-31-2023	Sep-28-2020
Walla Walla General Business - Non-Resident				Active	Mar-31-2023	Oct-10-2020
Wenatchee General Business - Non-Resident				Active	Mar-31-2023	Sep-28-2020

Governing People May include governing people not registered with Secretary of State

Governing people	Title
ENGSTROM, BROOKS	
MCFARLIN, TOM	



Governing people

Title

SCHOO, DAWN

SCHOO, NOLAN B.

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 3/3/2022 8:23:52 AM

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

05/16/2022

Date Rec'd

5/4/2022

Clerk's File #

OPR 2022-0344

Renews #**Submitting Dept**INNOVATION & TECHNOLOGY
SERVICES**Cross Ref #****Contact Name/Phone**

MICHAEL SLOON 625-6468

Project #**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

Bid #

RFP 5435-21

Agenda Item Type

Contract Item

Requisition #

MASTER

Agenda Item Name

5300 ARCH - TECHNICAL SERVICES FOR PMO & ITSD PROJECTS

Agenda Wording

Master contract with Arch Staffing & Consulting for technical services in support of PMO and ITSD project. Requesting \$150,000 per year, professional services non taxed. Term is May 1, 2022 - April 30, 2024.

Summary (Background)

The PMO and ITSD currently manages several projects that occasionally require augmentation to City resources. Specific contracting needs will be in the areas of Project Management, Business Analysis, Software Development and Infrastructure support. Arch Staffing was a successful bidder under RFP 5435-21 to be contracted for various PMO and ITSD projects.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 150,000.00 (2022)

Various Accounts

Expense \$ 150,000.00 (2023)

Various Accounts

Select \$

#

Select \$

#

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

SLOON, MICHAEL

Study Session\Other4/25/2022 PIES
Committee**Division Director**

SLOON, MICHAEL

Council Sponsor

CM Michael Cathcart

Finance

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

Accounting - ywang@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Contract Accounting - ddaniels@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

WAHL, CONNIE

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Glen Garcia - glen.garcia@archstaffing.us

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 4/25/2022
Agenda Item Name	Contract for Technical Services for PMO and ITSD Projects
Summary (Background)	The PMO and ITSD currently manages several projects that occasionally require augmentation to City resources. Specific contracting needs will be in the areas of Project Management, Business Analysis, Software Development and Infrastructure support. Arch Staffing & Consulting was a successful bidder under RFP 5435-21 to be contracted for various PMO and ITSD projects. Term is May 1, 2022 – April 30, 2024.
Proposed Council Action & Date:	Pass Council on May 16, 2022
Fiscal Impact: Total Cost: \$150,000 per year Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Various Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts:	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software maintenance	
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?	
Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – annual software maintenance	
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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service in support of PMO and ITSD projects.	



City of Spokane

MASTER CONTRACT

Title: **TECHNICAL RESOURCES**

THIS MASTER CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **ARCH STAFFING AND CONSULTING, LLC**, whose address is 1000 Brickell Avenue, Suite 725, Miami, Florida 33131, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE**. The Company will provide Technical Resources for the Innovation and Technology Services Division and Project Management Office in accordance with RFP 5435-21, and Company's Response to RFP, attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS**. The Contract shall begin May 1, 2022, and run through April 30, 2024, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by agreement of the parties not to exceed three (3) additional one (1) year contract periods.
3. **COMPENSATION**. Total annual compensation for Company's services under this Agreement shall not exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**, including tax, payable at the hourly rate contained in Exhibit B, for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. **PAYMENT**. The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS**. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS**. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

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

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

9. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

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

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

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

11. INDEMNIFICATION.

The COMPANY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property) The COMPANY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the

sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The CITY agrees to protect, defend, indemnify, and hold harmless the COMPANY its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The CITY will not be required to indemnify, defend, or save harmless the COMPANY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the COMPANY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The COMPANY and CITY agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COMPANY or CITY employees or agents while performing work authorized under this Agreement. For this purpose, the COMPANY and CITY, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this Agreement.

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

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

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

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business

registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

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

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

ARCH STAFFING AND CONSULTING, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Company's Response to RFP

22-064

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

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

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

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

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

EXHIBIT B



Arch Staffing & Consulting



Prepared for:

City of Spokane

Response to RFP# 5435-21

Technical Resources for the Innovation & Technology
Services Division and PMO

Cover Letter

Thank you for the opportunity to respond to your RFP! Arch Staffing & Consulting has been in business since 2015. We operate in seven markets throughout the U.S. and are headquartered in Miami, Florida. Each location is owned/operated by local Market Leaders. Arch is also a registered Small Business Enterprise (SBE) and Minority Business Enterprise (MBE). Glen Garcia is the Market President for the Pacific Northwest market. Our local team, headquartered in the Spokane/Coeur d'Alene area, specializes in providing IT talent. Glen has lead teams in providing IT talent to companies in the local Spokane market for 15+ years.

The market personnel work remotely, from their homes. Market leaders live locally which means recruiting, and operations are managed locally, ensuring decision making occurs close to our customers. Because we are a small company, we are nimble and responsive to our clients' needs and expectations.

Glen's contact info is:
208-262-1784
glen.garcia@archstaffing.us

The Arch corporate office provides shared services support including: accounting/finance, legal, human resources, etc.

Arch's corporate office is located at:
1000 Brickell Street, Suite 725
Miami, FL 33131
866-350-3735

Arch is a Limited Liability Corporation (C Corp). There are no current or former Arch employees who are employed by the City of Spokane's governing board as of the date of this proposal or during the previous 12 months.

Arch agrees to comply with all the terms and conditions set forth in this Request For Proposal.



Glen Garcia, Market President
Arch Staffing & Consulting
1000 Brickell Ave., Suite 725 (corporate office)
Miami, FL 33131
glen.garcia@archstaffing.us
208-262-1784 (remote office in Spokane, WA/Coeur d'Alene, ID)

Technical Proposal:

Introduction & Our Understanding

Arch provides highly-skilled IT resources on-demand, per the unique requirements for each role/project. We take the time to understand your organizational culture, and the specific needs for each and every position. We source, screen, submit, qualified candidates based on these unique requirements. Our clients participate by reviewing candidate submittals, providing feedback, interviewing and selecting the resource for project-based assignments. The resource is an Arch W2 employee for the duration of the project. The engagement is also very flexible in that, you may extend, or terminate, or convert the resource to a full-time employee, at your discretion.

From previous meetings with IT Leaders in your organization, our understanding regarding your initiatives is that highly-skilled IT resources are needed to hit the ground running (with little to no training time), who have client facing personalities, and can effectively work cross-functionally within a City/Public environment consisting of very different types of departments (police, fire, legal, public works, parks & recreation, administrative, executive, etc.), in order to accomplish a vast array of strategic initiatives designed to move the City forward.

Team Structure

Our team has 100+ years of combined service in Recruiting, Human Resources, Account Management, and Leadership. We specialize in providing IT resources, so the scope of job titles included in this RFP are very familiar to us on a day-to-day basis.

Glen Garcia and Rene' Wukich are Managing Partners in our firm, and would serve as your Account Management team. Glen and Rene' have prime responsibility, authority and oversight for the work performed, as well as overall responsibility for developing and sustaining healthy client relationships. Tasks include: business reviews, contract management, job order intake discussions, assigning job orders to recruiters, invoicing, business process development and refinement, issue resolution, continuous improvement, financials, and more. Glen would serve as your primary Account Manager, and Rene' as the backup. Glen has experience working with the City of Spokane in this capacity, with his former employer, and has previously met with key IT stakeholders such as Eric Finch, Dusty Fredrickson, and Shawna Ernst regarding their technology projects and potential staffing needs. Arch is also a sponsor of the Inland Northwest Project Management Institute (PMI) Chapter, where hiring managers and candidates reside and discuss current topics and issues associated with Project Management, so the Arch team is very familiar with the Project Management and Business Analyst disciplines and subject matter.

The Arch Recruiting team reports to Account Management to ensure common goals and strong alignment with our clients' needs. The design of an integrated Account Management & Recruiting team ensures a high level of participation and accountability throughout the team. Each new job order/position is assigned to a Recruiter who has full ownership throughout the lifecycle of a search. We conduct frequent "stand-up" meetings to communicate and document the status, challenges, strategy, actions, and goals, for each job search in process.

The team has extensive experience providing temporary resources to clients both locally, and on a nationwide basis. Our client base covers a wide range of industries including: Public Utilities, Local Government, US National Labs, Healthcare, Food & Beverage Distribution, High-Tech, Insurance, Financial Services, Forrest Management, Legal, the Semiconductor industry, and more.

Our recruitment model is hyper-focused on two important components: Speed AND Quality. In

many cases, we started our client relationships as an 'additional vendor' and through this methodology, earned the status of 'preferred or strategic partner.' For example, one of our clients is a Public Utility District (PUD). As a new vendor, we provided several difficult-to-find IT resources for their large IT initiatives in: Project Management, Telephony Engineering, Change Management, SharePoint Development, IT Platform Operations, Oracle QA Test, Office 365 Administration, and IT Analytics. As a result, we earned the status as their preferred partner, and our client increased our Task Authorization (spend authorization) amount from \$250,000 in 2019, to nearly \$7M in 2021. In addition, URM Stores designated Arch as their preferred recruiting and staffing partner.

Our recruiting capabilities are also scalable. We partner with Arch teams in other markets where local recruiting is important. For example, when there are pre-identified pockets of technical skill sets in a specific geography, and/or when we are opening up a search to include remote worker candidates.

In addition to our recruiting capabilities, our Account Management serves as a foundation for our success. When you partner with Arch, you get our experience. Our style is consultative. As we mature our client relationships, we view our role as having the responsibility of offering creative approaches/solutions that meet our clients' (explicit and implicit) needs.

Examples include:

- Recommending the type and level of resources needed based on the project status and business objectives, even if it's different than what was originally communicated
- Articulating market conditions impacting hiring timelines and salaries and making recommendations
- Recommending process efficiencies throughout the recruiting/hiring lifecycle to secure resources in a timely manner
- Rating and ranking of our candidates submitted to assist in the candidate selection process
- Providing tight alignment in communicating candidates' qualifications/experience compared to the must-have requirements of the position (hard/soft skills, project experience, culture fit, etc.)
- Providing key information such as customized invoices by project spend, and weekly spend reports, to help our clients make timely and key business decisions

Methodology & Approach

The Arch team works hard to become a strategic partner to our clients, where we add value that enables them to accomplish their business objectives. Recruiting is one of those tasks that sounds easy, but can quickly become very time consuming. Therefore, our methodology is to do this "heavy lifting" for clients by recruiting top-talent, which allows clients to focus on their technical projects. Our methodology focuses on quality, not quantity. We are not a "Resume Shop." We provide the top candidates as a result of our in-depth sourcing and screening efforts. To help drive efficiency in our recruiting process, we utilize a Sourcer as part of our team, who performs Resume mining, to queue up potential candidates for our Recruiters.. This allows us to quickly feed the recruiting pipeline with candidates for our Recruiters to review, contact, and screen, thereby shortening the time to market in submitting qualified candidates to our clients.

Arch utilizes top tools and a proven process for sourcing, securing, and retaining top qualified talent. At a high level our approach involves performing aggressive outbound recruiting techniques required to engage 'passive' candidates who aren't actively looking, and typically represent the A-Players in the market. This allows Arch to provide the best candidates in the market, not just the best available candidates. After all, top talent is focused on project deliverables, not cruising job boards.

Diversity is also important to Arch. As a small/minority owned business, diversity is part of our corporate fabric. We are not only a diversity company, but we are also interested in incorporating diversity recruiting into our process. We are currently evaluating a partnership with Professional Diversity Network (PDN), a diversity technology platform company, that would more easily allow us to identify and engage directly with diverse candidates.

Within Arch we have knowledge and expertise on Diversity Recruitment including Veterans. our CEO Jorge Perez, was the President of the Professional Diversity Network (PDN) and our Director of Marketing and Technology, Santos Gonzalez, was the Director of Strategic Marketing and affiliations at PDN. PDN is a network with a data base of more than one million diverse professionals: African American, Hispanics, Asian, LGBT, Woman, and strategic partnerships with National Urban League, NAACP, WITI among other professional diversity associations.

Utilizing such a platform would provide the capability to:

- Job postings on a diversity specific web site
- Resume mining from diversity candidate database
- Participation in diversity events
- SMS messaging to diversity candidates
- Job ad placements on diverse networks
- Partnerships with diverse organizations

Detailed Recruiting Process/Tasks

a. Job Intake

We start a new search by conducting a job-intake call preferably with the hiring manager, where we gain a 360 degree view of the opportunity (technologies, projects, culture, team, budget, soft skills, must-have and nice-to-have technical skills, and more). We also ask what you would like us to articulate to qualified candidates in order to attract/sell the opportunity to them. The great candidates want a two-way interview.

b. Advertising the Opportunity

Once the opportunity is understood, we start by advertising the position on the major job boards. We also share our job postings on our Arch website, and our personal social media pages. This casts a wide-net and allows us to start networking with candidates, and others who might not be a strong fit, but based on their profile, may know of a candidate who is a strong match. We post a job in multiple locations and change the

ads/locations throughout the search.

These activities are important for getting started but they are just that, “getting started” activities. Many of our searches are medium to high difficult-to-fill searches and require aggressive outbound recruiting techniques and practices.

c. Sourcing Candidates

We outbound recruit all day, every day! Therefore, our team has a robust network of technical professionals, and we work the referral network as a priority.

We utilize 4 main tools to source candidates: our proprietary candidate Resume database within our Bullhorn Applicant Tracking System (ATS), LinkedIn, Indeed, and ZoomInfo. Each Recruiter on our team has a user license for LinkedIn Recruiter, where they can post/advertise positions, and source candidates through the advanced search feature. They can also create a unique project for each search, capturing targeted candidates in a single location. This allows the Recruiter to efficiently conduct an outreach email campaign to qualified candidates, as well as track the communications. Each project becomes their “working list” for the search.

By understanding the skills required for a position, our Recruiters write very sophisticated and specific Boolean search strings to identify qualified candidates. In order to identify the proper candidates, the search strings are based on tasks and experience, not necessarily job titles. We also utilize these tools to identify geographic hot-spots and companies, where the talent exists. And, we look at market intelligence such as news articles identifying companies that employ a given skill set and/or may be undergoing downsizing efforts.

Each Recruiter also has a user license for Indeed where they can post/advertise positions and conduct Resume searches based on job titles and keywords. When direct candidate contact info is not available through these tools, we utilize ZoomInfo to gain direct access to candidate phone and email contact info.

When creative sourcing is required, we join online professional groups, LinkedIn groups, online forums, “meet up” events, networking events, and user groups, to find and engage candidates in their native environments. Our philosophy is to ‘go where they go.’ We also sponsor events through associations such as the Project Management Institute (PMI), where we have ongoing dialog and strong relationships with candidates and hiring managers. We also access micro or specialty web sites such as: college alumni sites, social organizations, and diversity sites.

During the sourcing phase, we provide clients with regular updates on our recruiting activities and communicate any challenges we are facing. This is critical as the challenges may require altering the search in some way (ex: geography, salary, change in the requirements, etc.). Recruiting is a very dynamic activity so regular communication is key. Our model is to be your strategic partner by candidly identifying challenges, advising, and making recommendations to improve the process or the direction of a search.

d. Screening Candidates

The screening process is designed to identify skills from the key learning we obtained during the initial job intake call. We ask open and closed-ended questions to candidates in order to understand if their skillset and experience is in strong alignment with the 'must-haves' in the job description, and from our dialog with our client. We interview candidates with experience-based questions to gain an understanding of their projects, how they used the technology or tool, and what their individual accomplishments were.

Soft skills are a critical aspect of the interview process, as it represents a high percentage of the candidate selection criteria, and is key for determining an overall culture fit. We use behavioral-based interview questions to understand the candidate's demonstrated skillset and style for the required soft skills. There must be a good cultural fit in order to be a qualified candidate.

We also drill down on the candidate's motivators, as this is the most important factor when candidates consider their next career opportunity. We recruit candidates nationwide, which sometimes involves relocation. When relocation is in consideration, we are thorough to completely understand the reasons why the candidate would consider relocating, and we convey this info to our clients to be factored into their selection criteria. We also provide technical talent for remote worker assignments as well, if/when that is an option.

e. Submitting Candidates

Once we have screened a qualified candidate, our job is to effectively and efficiently communicate to the client how the candidate matches the required skills and experience. Our candidate submittals include a very concise summary of how the candidate's experience and skills match the job requirements. We include key information such as why the candidate is interested in the position (and location if relocating), their desired salary (for direct hire), or bill rate for temporary staffing, and their availability to interview and start. We also attach the Resume and email this submittal packet to the designated client contact(s).

Unemployment rate is still extremely low for technical resources, so we ask our clients to provide feedback to our candidate submittals within 24 hours. If a client declines to interview the submitted candidate, we ask for detail reason(s) so that we can modify our search. The process is most successful when there is strong dialog and communication with clients.

f. Scheduling Interviews

As part of our normal service we can schedule candidate interviews for our clients. We prefer to listen-in on interviews as a silent observer so we can learn more about what topics are important to the hiring manager. This key learning may also be used to modify our search criteria.

g. Offer Negotiations

Also included in our standard service offering is managing the offer negotiation process between our clients and candidates. This facilitation can help to clarify and bridge any gaps, providing value to the process.

h. Reference Checks

Reference checks are also important to our candidate screening process, and can be performed prior to an offer being extended to a candidate. The details of this depend on whether it's a contingent/temporary position and/or our client's preferences/internal processes.

i. Closing

We view our role as the support custodian to our client and candidates. Depending on our client's processes and preferences, we can be the key point for managing the process all the way through from the job intake to the candidate's first day on the job.

j. Onboarding

Arch conducts pre-employment screens per our client's requirements. The standard package includes a 7-year criminal check (felony/misdemeanor), and a 5-panel drug but you are in charge, so we can customize screening requirements based on our clients' needs.

The recruiting process can be very time consuming, requiring dedication and focus. It is very common for us to reach out to dozens or even hundreds of potential candidates and contacts, to be able to provide you with only the top few qualified candidates for your consideration.

Project Schedule

A typical schedule for fulfilling a resource requirement is listed below. The schedule reflects the average time for most positions. Of course, there are dependencies that could extend or shorten the timeframe for each deliverable listed. Some examples of dependencies are: robust or niche job requirements that impact the search duration, size of candidate pool in the local market, salary level, availability of hiring manager to review and feedback of Resumes/candidate submittals, availability of stakeholders to interview candidates, offer negotiations, etc.

Tasks	Timeline (business days)
Job intake call/meeting	Short phone call or meeting
Sourcing, screening, submitting candidates	4 – 5 days
Hiring manager review & 1 st round interviews	3 – 5 days
2 nd round interview	3 – 5 days
Selection, pre-employment screens, and onboarding	5 days
Total Duration	15 – 20 days

Issue Resolution/Scope Changes

As a small company, Arch is nimble, and therefore able to quickly make recommendations and resolve unforeseen issues. When you work with Arch, you have direct access to the managing partners, who serve as your account management team. As owners, the managing partners have the authority to make decisions at the local level with a customer/client-centric mindset and approach.

As the direct employer of temporary workers we consult with our clients and offer any required coaching/counseling service prior to replacing any temporary worker for performance related issues or challenges. Arch will replace any temporary worker who leaves an assignment prior to the assignment end date for any reason. We work on any replacement search as the highest priority, and will replace the temporary worker at the same bill rate range stated in the rate card/agreement, assuming the job qualifications have not changed.

In order to remain on the forefront and in alignment with our clients' direction, it's important that we have strategic planning meetings with our clients. These meetings are typically quarterly and involve topics such as: business review, hiring forecasts, market information, strategic initiatives and recommendations, and discussions regarding the vision of the program.

Job Descriptions

Job Descriptions are provided in Appendix A for each role quoted in the Cost Proposal

Non-compete Agreement/Conversion Schedule

Our staff augmentation model is flexible. You can terminate, extend, or convert the resource at any time. The conversion schedule for converting an employee to fulltime is as follows:

Working Days	% of Compensation
0-30 days	20%
31-90 days	15%
91-120 days	10%
121+ days	5%

The conversion fee is a one-time fee based on the first year's annual salary at the time of the conversion. At the time of conversion, there is a change in employers (from Arch to the City of Spokane), therefore there is no applicable non-compete agreement.

Management Proposal

Team Overview - Experience & Qualifications

Managing Partners / Account Management Team



Roy Green
National President



Glen Garcia
Market President



Rene Wukich
Market Vice President

Recruiting Team



Kyle Law
Technical Recruiter



Gina Storey
Sr. Technical Recruiter



Clark Wasson
Sr. Technical Recruiter



Sahara Ware
Technical Sourcer

Staff Experience/Profiles

Managing Partners / Account Management

Roy Green, National President

- 25+ years' experience with industry leaders, leading to positions in senior-level management
- Streamlining organizations, building cohesive teams, revitalizing sales efforts and creating innovative sales and client centric strategies.
- Bachelors in Finance, Fresno State University.

Glen Garcia, Market President

- 15 years staffing & recruiting industry experience
- 20 years in Technical Services Management roles in Silicon Valley, with Unisys Corporation, and Advanced Micro Devices (AMD)
- Has walked in the shoes of a technical hiring manager – understands technology
- Bachelors in Business Management, Saint Mary's College

Rene Wukich, Market Vice President

- 10 years as an Entrepreneur, running an on-demand training company with clients such as Comcast & Time Warner and many more
- 20 years in executive roles in the Cable TV, MMDS and Communications industries, in Caracas, London, and U.S. (including Cupertino) \$100M+ operations
- 2 years staffing industry experience as a Vice President
- Bachelors in Business, University of the Pacific

Recruiting

Kyle Law, Technical Recruiter

- 4 years staffing & recruiting success in IT
- Deep understanding of the IT universe
- Intense focus on hard-to-find IT experts for Microsoft, Sur la Table, Wells Fargo Grant PUD, URM Stores, f5 Networks, and more
- Bachelors, University of Iowa

Gina Storey, Sr. Technical Recruiter

- 14 years IT recruiting experience in an agency environment
- Pacific Northwest and national recruiting experience
- Servicing small, medium, and large businesses/clients

Clark Wasson, Sr. Technical Recruiter

- 30+ years of IT/Engineering Recruiting experience
- Vast recruiting on 'all things IT' for notable companies such as: Ford, Mercedes, State of CA, Deloitte, Grant PUD, URM and many others
- Owned/managed his own recruiting company for several years

Sahara Ware, Technical Sourcer

- 3 years of candidate sourcing experience
- Experienced in research & creative sourcing techniques

Minimum Staff Qualifications for our Recruiters include the following:

- 4-year college degree, or a combination of higher education and direct work experience
- At least 2-3 years of experience performing as a full-lifecycle Recruiter, preferably in a recruiting agency environment
- Subject matter recruiting expertise in IT specialty area of specialization
- Proficiency using state-of-the-art candidate sourcing tools and writing Boolean search strings
- Demonstrated success at achieving Key Performance Indicators (KPIs) on a consistent basis

- Understanding of IT fundamentals and terminology
- Strong interpersonal skills - client and candidate facing personality
- Excellent written and verbal communications
- Attention to detail
- Goal oriented/self-driven
- A passion for recruiting and assisting candidates in their career progression, and helping clients achieve their business objectives

Minimum Staff Qualifications for our Market Leaders include the following:

- 4-year college degree, or a combination of higher education and direct work experience
- 8+ years of experience building, leading, and inspiring high-performance teams, in a staffing industry, human resources, or service management leadership role
- Strategic/solutions sales and/or account management experience
- Entrepreneurial spirit
- Strong interpersonal skills/client facing personality
- Experience interviewing, selecting, and mentoring service-based staff
- Ability to work with all management levels
- Strong communication & presentation skills
- Demonstrated experience growing business units with high levels of customer satisfaction
- Financial acumen – developing and managing budgets, and P&Ls

Recruiting is a very dynamic environment, with new client requirements, and changes in priorities on a daily basis. Because of this, we meet regularly as a team to assign/adjust workload on our team based on current priorities.

Client Contracts

The following is a list of clients with existing contracts. The list does not include all active client contracts, but is representative of our core list of clients that account for substantive revenue. We are interested in establishing a core number of clients where we can form strategic partnerships with, rather than simply signing up a huge list of clients.



Client: Grant PUD (Public Utility District)
Location: Ephrata, WA
Contract Period: 11/20/19 to Present
Contact: Derin Bluhm, Chief Technology Officer (CTO)
Phone: 509-766-1345
Email: dbluhm@gcpud.org



Client: URM Stores
Location: Spokane, WA
Contract Period: 4/15/19 - Present
Contact: Rich Stuber, VP of Information Technology
Phone: 509-468-1388
Email: rstuber@urmstores.com



Client: f5 Networks
Location: Spokane, WA
Contract Period: 7/24/19 - Present
Contact: Satish Surapaneni, Senior Manager, Software Engineering
Phone: 509-842-7897 m
Email: s.surapaneni@f5.com



Client: Pacific Northwest National Labs (PNNL)
Location: Richland, WA
Contract Period: May 2020 - Present
Contact: Don Flynn, IT Portfolio Manager
Phone: 509-375-2570
Email: don.flynn@pnnl.gov



Client: Potlatch Deltic
Location: Spokane, WA
Contract Period: 7/22/19 - Present
Contact: Tina Burrows, IT Manager or Kami Winfrey, Dir Technical Services
Phone: 509-835-1500
Email: tina.burrows@potlatchdeltic.com, kami.winfrey@potlatchdeltic.com



Client: Healthcare Resource Group (HRG)

Location: Spokane, WA

Contract Period: 10/9/19 - Present

Contact: Greg Ransom, Director of IT

Phone: 800-695-8171

Email: gransom@hrgpros.com

References

Reference #1: Derin Bluhm, CTO Grant PUD

The following is an excerpt from a reference letter from Derin Bluhm

Summary of Services: IT contingent/temporary staffing, direct placement, contingent-to-direct

Type of positions filled by Arch Staffing & Consulting:

- Senior Project Manager PMO Planning
- Senior Project Manager Facilities
- Senior SharePoint Developers
- SharePoint Developer
- Senior Software Engineer
- Telephony Engineer
- Supervisor of Platform Operations
- Change Management Manager
- System Analyst Manager
- Senior Quality Assurance Test Engineers
- Office 365 Administrator

Example of a project or search that demonstrates Arch responsiveness:

GCPUD was the third utility to start the process to convert to CCS, a new Oracle Program for the utility industry. GCPUD surpassed the other two utilities to become the first utility in the nation to go live with CCS last month. In September, we made the decision to shake up the QA team on the project. On a Friday afternoon we put out an urgent request to multiple staffing firms for 6 QA Test Experts. We received a dozen experienced candidates from Arch who had been screened and recommended. The Arch team worked straight through the weekend to support us and deliver 12 QA candidates. After reviewing candidates from all agencies, GCPUD hired from Arch. The caliber of QA experts was exceptional and it turned out we needed only 2 Testers due to the level of expertise of the Arch candidates. Arch was instrumental in the success of the project.

Does your team expect to continue work with Arch?

The original Task Authorization with Arch was \$250,000 in 2019. Due to the success of Arch at meeting and exceeding the needs of GCPUD, the Task Authorization Agreement with Arch has been increased to \$6,000,000 for the GCPUD PMO office in addition to the Task Authorization for IT at \$975,000 to allow GCPUD to continue work with Arch.

Comments:

Arch has been an outstanding partner. We have similar agreements with other staffing firms, but Arch outruns them in finding qualified candidates that meet our needs. We have been very pleased with the level of service and attention. That is reflected in the escalating authorization for max expenditure.

From: Derin Bluhm
Organization: Grant County Public Utility District
Title: Chief Technology Officer
Email: dbluhm@gcpud.org
Phone: 509.766.1345 or 425.445.4492 mobile

As a result of Arch's contribution to Grant' PUD's Oracle CCS migration project, Arch was awarded a
"World Champions – CCS Deployment" badge from (see picture of cover page)

Reference #2: Rich Stuber, CIO, URM Stores

Summary of Services: IT contingent/temporary staffing, direct placement, contingent-to-direct
Placements:

- Sr. ERP Project Manager
- IT Project Managers
- Endpoint/Configuration Engineer
- IT Quality Assurance Testers/Analysts (Junior., Mid-level, and Senior)
- Sr. Technical Trainer
- ITIL Consultant
- ServiceNow Developer
- Infor Administrator
- Service Desk Manager
- PC Technicians

Reference #3: Satish Surapaneni, Software Engineering Manager, f5 Networks

Summary of Services: IT contingent/temporary staffing
Placements:

- Software Engineers
- SDET Engineers

Cost Proposal

Job titles included in the Cost Proposal include both core job titles listed in the RFP, as well as other common job titles that Arch commonly recruits on. This is not an all-inclusive list but representative of the most commonly skill sets requested by our clients.

Since the RFP Addendum mentions that remote workers may be considered (project dependent), there are two rate sheets provided, one for the local Spokane market, and one for a remote worker scenario. This provides the opportunity to utilize candidates, as needed, on a nationwide basis..

Spokane Market	Hourly Bill Rate Range
Bill Rate Range for RFP	
Program Manager	\$80 - \$110
Project Manager	\$70 - \$90
Project Coordinator	\$40 - \$55
Business Analyst	\$55 - \$70
Technical Professional	
Network Engineer	\$60 - \$80
Data Engineer	\$65 - 80
Server Engineer	\$55 - \$75
Desktop Technician	\$35 - \$45
Database Administrator	\$55 - \$80
System Administrator	\$50 - \$65
QA Analyst	\$45 - \$60
Software Developer	\$60 - \$80
Full-Stack Developer	\$75 - \$100
IT Architect	\$80 - \$105

Remote/Nationwide	Hourly Bill Rate Range
Bill Rate Range for RFP	
Program Manager	\$95 - \$125
Project Manager	\$90 - \$115
Project Coordinator	\$45 - \$60
Business Analyst	\$60 - \$75
Technical Professional	
Network Engineer	\$65 - \$85
Data Engineer	\$70 - \$100
Server Engineer	\$60 - \$85
Desktop Technician	N/A
Database Administrator	\$60 - \$85
System Administrator	\$55 - \$80
QA Analyst	\$50 - \$65
Software Developer	\$70 - \$105
Full-Stack Developer	\$95 - \$120
IT Architect	\$90 - \$120

WhyArch?

Arch Staffing & Consulting is a small minority-owned staffing/recruiting & consulting firm. Our local team focuses on providing IT/professional-level resources for contingent/temporary worker engagements. Our team has 100+ years of combined experience. Specializing in technical skill sets enables us to have meaningful conversations with hiring managers, and the knowledge required to effectively and efficiently screen candidates.

Arch is located in 7 markets throughout the U.S. and headquartered in Miami, Florida. For the last two years, we are a proud recipient of SIA's (Staffing Industry Analysts) "Best Staffing Firms to Work For" award", demonstrating a culture that attracts and retains the best employees and talent in the industry.

What makes us unique? Here's our perspective on our key differentiators:

1. 100+ years of combined team experience in HR, Recruiting, Technical Management, and Sr. Leadership | offering best practices and continuous improvement
2. Specializing in professional/technical level talent | subject-matter expertise required to provide top Talent
3. Market Leadership ownership in Arch | client centric decision making
4. Small/Minority Owned Business | contributes to corporate spend goals for small/minority programs
5. Strategic partnerships | delivering client value
6. Consultative approach | proposing client solutions
7. Award winning | attracting and retaining top talent
8. Speed and quality focused | providing the best talent, in the shortest possible time
9. State-of-the-art technology | quick access to top professionals
10. Financially Stable – in growth mode | built to last

Thank you for your consideration. We look forward to your response.



Glen Garcia
Market President

Appendix A – Job Descriptions

IT Program Manager

Principal Responsibilities

- Plan and manage large, enterprise-wide, business critical, cross-functional IT programs consisting of complex projects involving multiple lines of business. May drive delivery of project work through other project managers
- Direct and be accountable for organizational change management with your key stakeholders on your programs
- Develop and foster a trusted advisor relationship with your sponsors and stakeholders
- Step in to manage projects or aspects of projects within the programs you own, as needed
- Provide necessary program direction for planning, organizing, developing, and integrating projects across multiple functional areas
- Provides overall management and direction to the entire program, effectively delegating responsibility and incorporating proper standards, procedures, and controls
- Full life cycle ownership: successful program delivery will include full implementation from initiation to deployment for all major or several minor initiatives
- Manage scope, schedule, and program/project budget to ensure the project(s) directly support the achievement of strategic objectives as defined in the business case
- Identify and report on program/project success criteria results, metrics, test, and deployment management activities
- Participate in establishing practices, templates, policies, tools, and partnerships to expand and mature the capabilities of the IT PMO for the organization
- Provide status reporting regarding program/project milestones, deliverable, dependencies, risks and issues, communicating across leadership
- Understand interdependencies between technology, operations, and business needs
- Manage project and program issues and risks to mitigate impact to baseline
- Develop / execute communication strategy with all levels of project team, including delivering effective executive level communication
- May manage, lead, and support the development of a small team of contract Project Managers

Required Qualifications

- 12+ years as a program manager in an IT environment
- A proven history of delivering multiple large size technology programs
- Deep understanding of Waterfall and Agile methodologies and the ability to efficiently apply the appropriate method as the situation demands
- Able to recognize, acknowledge, and build upon the abilities and contributions of team members

- Vendor management experience, including but not limited to. leading through RFP initiatives, negotiations, and professional service engagements
- Exceptional planning, coordination, and analytical skills
- Ability to effectively communicate complex development tasks to non-technical resources and stakeholders
- Strong written and oral presentation and communication skills
- Outstanding organizational skills and attention to detail
- Strong working knowledge of various software programs, including but not limited to Microsoft Office (Word, Excel, PowerPoint, Visio), Microsoft Project and SmartSheet
- Bachelor's degree in computer- or business-related discipline or equivalent job experience

Preferred Qualifications

- Certified Scrum Master and / or Project Management Professional certifications a plus

IT Project Manager

The IT Project Manager will assume responsibility for our portfolio of projects. Project management will include chartering, prioritization, planning and delivery. The ideal candidate will have a strong background in business analysis, leading through ambiguity, and an affinity for technology. Healthcare and clinical IT experience or knowledge is very helpful. This individual will scope, plan, manage, coordinate, and lead the execution of both enterprise and departmental IT projects.

In this position you will:

- Coordinate internal resources and third parties/vendors for the successful execution of projects. Ensure that all projects are delivered on-time, within scope and within budget. Developing project scopes and objectives, involving all relevant stakeholders and ensuring technical feasibility.
- Ensure resource availability and allocation. Develop a detailed project plan to track progress. Use appropriate techniques to manage and report changes for project scope, schedule and costs.
- Measure project performance using appropriate systems, tools and techniques. Manage the relationship with the client and all stakeholders. Perform risk management to minimize project risks. Facilitate planning meetings for early project requirements gathering.
- Manage intake process for new requirements. Manage multiple project responsibilities with cross-functional teams simultaneously and effectively. Facilitate bug triage and track issue cause, resolution and user acceptance seamlessly using issue tracking tools as necessary. Create process, instructional, and descriptive documentation as appropriate.
- Take ownership of projects and help the organization grow. Evolve internal project management methodologies and best practices. Foster a trusting environment where issues can be addressed without fear of blame or retribution, with an emphasis of problem solving.

Required qualifications:

- Bachelor's degree in computer science or similar field, or an equivalent combination of education and highly relevant work experience
- Minimum five years' experience in IT
- Two years as a project manager including one year of portfolio management

Preferred qualifications:

- Microsoft, Project Management Professional (PMP) certifications a plus

Skills, Knowledge & Abilities :

- Knowledge of IT Infrastructure, including Active Directory, networking, storage, Windows Server; Citrix knowledge a plus. A passion for organization and knowledge sharing. Experience leading work at and for remote sites a plus.
- Excellent written and verbal communication skills, with a focus on being able to distill technical concepts for a variety of audiences.
- Solid organizational skills including attention to detail and multi-tasking skills. Proven ability to work cross functionally with other departments (facilities, HR, other business teams). Proficiency in a variety of technical tools standard in project management (Microsoft Office suite, MS Project, SharePoint, Planner, Visio, Atlassian, etc.)
- Experience executing projects in a variety of methodologies, with the ability to correctly match method to project needs.

Project Assistant/Coordinator**Job Description**

Under the general supervision of the IT Project Manager, the IT Project Coordinator is responsible for the accountability and completion of Information Technology projects/initiatives and maintaining schedules to ensure maximum customer satisfaction and business revenue. Working in a cross-functional environment, the Project Coordinator will set meetings, publish meeting notes and ensure that all projects goals/objectives are met. This position creates and updates project plans. Oversees multiple projects across all phases of development/project life cycle. Monitors project workflow, budget and timeline. Works as part of an interdisciplinary team to achieve project milestones. Collaborates with development to plan project sprints/iterations. Develops status reports, proposals and requirements documents. Coordinates with customer to gather requirements and manage expectations. Coordinates and conducts end user training. Performs other duties as required.

Job Requirements

- Bachelor's degree in computer science or related
- Fluent in using MS-Office applications such as Outlook, Project, and document management applications such as SharePoint or other
- Exp. managing projects using different methodologies (Waterfall & Agile)

- Excellent written and verbal communication
- Flexible and able to work on multiple projects and/or tasks
- Project Management Institute (PMI) Certification is a plus

Business Analyst

Responsibilities:

- The primary role of the IT Systems Business Analyst is to gather and document business requirements, ensuring traceability throughout the course of projects and facilitating their discussion, confirmation and approval.
- The BA must conduct thorough business process analysis to understand and document current business processes, workflows and systems, create and document high-level and detailed requirements for new processes and systems, develop use cases, and manage requirement changes.
- The IT Systems Business Analyst must maintain relationships with the business, have an understanding of business priorities and be able to prioritize work across multiple projects and workstreams.
- This analyst must be proactive and able to identify and effectively use multiple approaches to problem solving, analyze potential solutions, and provide logical recommendations.

Accountabilities:

- Apply advanced knowledge and understanding of business analysis concepts, principles and techniques to gather, document and manage business requirements for large, complex and visible projects.
- Manage requirement changes, ensuring traceability and auditability.
- Focus on business process changes, improvements and requirements in the course of IT projects, ensuring that processes and procedures are considered in addition to technical requirements.
- Create and maintain current and future-state functional models, business process flows, and wire-frame diagrams.
- Collaborate with Quality Control, Project Managers, Technical Leads and Business Subject Matter Experts to ensure Business acceptance.
- Develop use cases as a key communication tool between the business and technical teams.
- Contribute to the creation of test scenarios, scripts and data.
- Interact with Project Managers from multiple organizations to track project progress, identify risks, communicate risks and status, and assess potential impacts to the business.
- Proactively develop and maintain technical knowledge in business analysis, remaining up-to-date on current trends and best practices; leverage expertise to produce solutions that enable consistency and standardization and facilitate exceptional performance.
- Understand supported, integrated applications and use that knowledge to ensure project scope is complete.

- Consult as needed with Enterprise Architecture, Risk and Security and other Shared Service teams to ensure standards are met, systems are secure and proper control requirements are included for all projects.
- Participate in the audit and validation of systems as needed.

Qualifications:

- Bachelor's Degree in a Computer Science, Business or related discipline preferred
- 7+ years related business analyst experience preferred
- Experience in Agile Project Management methodologies preferred
- Excellent understanding of project process, from initiation through close, and the responsibilities of the business analyst in the process
- Foundational understanding of system components and how they interact (database, operating system, application, interfaces, etc.)
- Self-starter with excellent documentation skills, including the ability to maintain documentation and requirements for traceability throughout the project, and for evaluation after close
- Excellent problem solving and critical thinking skills; ability to identify problems, gather facts, analyze potential risks and impacts, and choose or propose a solution
- Demonstrates strong analytical skills, including thorough understanding of how to solicit and interpret customer business needs, model business functions, and translate them into application and operational requirements
- Strong oral and written communication skills, ability to ask probing questions, lead cross-functional meetings and provide clear status reports to both technical and non-technical team members and executives
- Proven ability to estimate effort and duration of tasks
- Works independently, prioritizing work and proactively communicating status
- Proficient skills in Microsoft standard desktop applications including Word, Excel, PowerPoint, Exchange, and Visio

Network Engineer

Duties and Responsibilities

- Determine network bandwidth needs and recommend measures to meet those requirements.
- Conduct network modeling and analysis to construct a reliable, high-performance integrated network.
- Direct system installation.
- Select and install appropriate data communications components configured to meet the company's needs.
- Program routers, switches, and other network hardware.
- Manage Cisco VoIP system.
- Maintain firewall and collaborate with internal security team.
- Define, document, and enforce system standards.
- Manage organization owned Internet domain names.
- Design, recommend and implement new solutions to improve the resilience of network operations.
- Monitor network performance and troubleshoot problems and outages.

- Schedule updates and upgrades.
- Collaborate with appropriate IT staff to optimize system performance.
- Collaborate in data network fault investigations.
- Secure network systems with policies that define and monitor access.
- Report network operation status based on project management and priority information.

MINIMUM EXPERIENCE:

- Two (2) to four (4) years relevant experience in Information Technology with knowledge of Networks, Windows platforms, software products knowledge and Threshold management.

PREFERENCES:

- Previous experience in IT, security or systems support, or network administrator positions preferred.
- Additional certifications considered, such as Cisco Certified Network Associate (CCNA), Cisco Certified Network Professional (CCNP), Microsoft Certified Solutions Expert (MCSE), Microsoft Certified Solutions Associate (MCSA), CompTIA Network+.
- Retain familiarity with various network types including LANs, WANs, WLANs, SANs, and VoIP networks.
- Increase job knowledge through continuing education and professional development opportunities, attend conferences, and read professional industry publications.
- Open to being on call outside of regular working hours as well as occasional nights and weekends in the office.
- Possess excellent analytical and problem-solving skills.
- Ability to perform well under pressure.
- Have high attention to detail.
- Be a confident communicator.
- Work well independently and in team settings.
- Office 365/ MS Exchange experience

Data Engineer

POSITION SUMMARY:

The Data Engineer works with stakeholders to design, implement and support analytics solutions. This position uses advanced knowledge to provide analytics that improve decision making and answer business questions. Responsible for performing requirements analysis, collection, cleaning, evaluation, statistical modeling, visualization, pattern, and trend analysis of data. This position supports complex data science and data mining efforts, identifies opportunities for increased efficiency and automation, ensures data integrity, security, governance, and adherence to standards and best practices.

RESPONSIBILITIES:

- Implementation and integration of data orchestration processes. Provides support and technical guidance to ensure data structures and flows are aligned with enterprise information needs and follow the organization's standards and best practices
- Ensures datasets meet organizational timeliness, quality and integrity standards through both design and support efforts. Assess data flows and make recommendations and

improvements. Enforces process and technical standards, including appropriate governance. Promotes data literacy.

- Source system analysis and data/requirements mapping, typically producing client reviewable results.
- Designs, develops, tests, documents, cross-trains, and supports flows that organize and deliver data. Provides data reporting as needed.
- Works with IT and business customers to understand information requirements and information needs / data stores.
- Keeps abreast of latest trends in analytics and data management, and make recommendations to improve efficiency, automation, and facilitate the team's strategic goals. Makes recommendations for data analytics growth and integration across the enterprise. Other duties as assigned.
- Facilitates design reviews and code walkthroughs. Mentors junior team members, sometimes in other groups.

POSITION QUALIFICATIONS:

MINIMUM: Bachelor's degree in Computer Science, MIS or other field involving software and analytical training, and four years of IT related work experience, OR a Bachelor's degree with no specific required field and five years of IT related work experience, OR a Master's degree and three years of IT related work experience, OR a combination of eight years of IT related work experience and validated training. Preparation for a relevant IT certification is considered to be related training.

SPECIAL SKILLS/TRAINING: Data analysis and organizational skills are crucial, as is the ability to collaborate and communicate effectively with the team and our clients. Experience with SQL scripting and data modeling are critical, as are business-customer-centric analytical/problem-solving skills. Experiences with agile methodology and tools (e.g. JIRA), Azure analytics / modern data ecosystems (e.g. Synapse), DevOps, data warehousing, and report development

Server Engineer

Job Summary

Design, install, administer, and optimize company servers and related components to achieve high performance, redundancy and uptime supported by tuning the servers as necessary. Ensures the availability of client/server applications, configuring all new OS implementations, and developing processes and procedures for ongoing management of the server environment. Where applicable, the Server Administrator will assist in overseeing the physical security, integrity, and safety of the data center/server farm.

Primary Duties

- Develop strategies for client/server implementations; architect the infrastructure required to support those strategies.
- Lead, coordinate and participate in key process improvements as they relate to the client/server environment.

- Manage all Server hardware and equipment, including servers, enterprise UPSs, SAN/NAS and VM Environment
- Act as project lead in the design and review of new server systems, applications, and hardware; conduct capacity planning as needed.
- Plan and implement server upgrades, maintenance fixes, and vendor-supplied patches.
- Define and implement strategies for integrating disparate operating environments.
- Performs other duties as assigned.

Required

- 5 years of related experience and/or training or combination of education/experience
- OS implementation experience
- Server management experience

Desired

- University degree in technical and/or business
- Microsoft MCSE, Cisco, Oracle certifications or equivalent

Desktop Technician

The IT Support Technician provides desktop support to staff including desktop, laptop, tablets, printers, software and related technology. Support will include configurations, installation, testing and repair of computer systems and peripherals within established guidelines, including troubleshooting of hardware and software issues on end user devices.

Responsibilities

- Provide helpdesk support to users
- Organize and maintain IT resources
- Imaging, configuration and deployment of PCs
- Documentation
- Maintain computers, network devices, printers, and other related equipment
- Other duties as assigned

Experience

- Minimum of one year working in an enterprise IT environment
- Knowledge of networking fundamentals TCP/IP, DNS, DHCP, VOIP, etc.
- Technical knowledge and troubleshooting experience with PCs, tablets, mobile devices, printers, and peripheral hardware

Education

- Degree in computer science or equivalent vocational training or work experience
- IT certifications are a plus

Desirable Qualities

- Excellent customer service skills
- Excellent communication skills, both verbal and written
- Strong critical thinking skills

- Strong attention to detail

Database Administrator

Responsibilities

- Designing, developing, and optimizing our SQL server databases and environment
- Champion and affect great high-level database systems design, best practices, documentation, high technical standards, tools, platforms, scalability, resiliency, quality and performance
- Work with team to continually improve the performance and availability of databases. Provide critical review of our production processes and design. Investigate database tuning settings, query changes needing improved performance
- SQL Server database maintenance, tuning, monitoring, performance analysis, architecture scalability, robustness, and performance; query tuning, index optimization, critical reviews of data models
- Implement database coding optimization standards, including best practices for table design, query writing, use of functions, etc.
- Actively monitor production for database performance issues, and analyze and fix them
- Perform in-depth data analysis to understand data from source systems
- Review and provide feedback on other team member's code and scripts
- Deliver on time with high quality
- Identify and performance tune poorly performing queries, sprocs, functions
- Develop key automation and monitoring scripts
- Optimize performance of SQL databases in production and non-production
- Participate in on call rotation as defined by management

Requirements

- Expert level analytical abilities (problem solving, debugging others/own code, etc.), proven design skills and track record of delivery
- Customer oriented attitude, ability to work with technical and non-technical stakeholders
- Proven ability to work independently or as an integral member of a team with minimal supervision in a results-oriented, fast-paced dynamic environment.
- Be a self-starter and goal-oriented
- Excellent documentation, communication and teamwork skills
- Experience handling large scale database migrations. Advanced experience troubleshooting complex systems
- Strong knowledge of TSQL stored procedures, functions, complex queries, indexing
- Extensive experience with SQL Server
- Experience with database design in both physical and logical
- Working knowledge of SQL tuning and performance considerations in RDBMS and MPP environment
- Familiarity with SSAS, SSRS, and SSIS
- Real-world experience supporting MSSQL in production
- Other document stores/storage mechanism experience is a plus – not everything should be solved with SQL Server

- Minimum 7+ years' experience in a Database Engineer/Administrator role
- Minimum 4+ years' experience with database design and architecture
- Minimum 4 years' experience working with relational databases, preferably MSSQL
- Preferred experience with database technologies in AWS
- Preferred experience with script languages such as Powershell, Python, Bash
- BA/BS Degree in Information Technology or Computer Science or equivalent experience is required.

System Administrator

Responsibilities:

- Following ITIL best practices and as part of the Tier III support team, provide subject matter expertise while engaging in Incident Management, Request Fulfillment, Problem Management and Change Management of tasks assigned to the Tier III support team.
- Manage system performance and troubleshoot issues to physical and virtual Windows servers, ESXi hosts, vCenter servers, and Citrix environments.
- Perform patches and updates, in line with company policy and processes, to Windows servers, ESXi hosts, vCenter servers, and Citrix environments.
- Manage the operating system, application and database backups of all servers supporting IT, business and customer operations.
- Working with the IT Engineering team, assist in system design and implementation.
- Perform user and system provisioning as required.
- Create and maintain end-user and team documentation for inclusion into the Knowledge Base.
- Develop both standardized and customized training and how-to documentation for Tier I/II team use.
- In line with IT Quality Assurance guidelines, develop and engage in quality assurance testing of service changes.
- Participate in the after-hours "on-call" support of the business.
- Perform any other duties or responsibilities as assigned by leadership.
-

Required Experience:

- 4-year technical degree with 4-years' applicable experience or 8-years' applicable experience preferred
- Minimum 2-years' experience with Microsoft Active Directory administration preferred
- Office365 experience preferred
- ITIL experience preferred
- Retail grocery knowledge preferred
- Strong written and verbal communication skills
- Ability to work under pressure and meet deadlines
- PowerShell experience preferred

QA Analyst

Who You Are

- You care about working with talented, low-ego, overall good people
- You are curious, incredible organizer and detail-oriented, and love data
- You like autonomy, and function well in low control/high uncertainty environments
- You are tech-savvy
- You can get from problem to solution with little external direction. You thrive in rapidly changing, loosely structured organizations.

What You Get To Do

- You will find defects in our system, knowing that by doing so, users won't experience buggy functionality
- Write test plans, and test cases that may have ambiguous requirements
- Create and track bug reports as well as communicate issues to engineers and product managers
- Partner with product managers / designers / engineers to understand requirements and the overall design and function of various applications
- Participate in regular updates and report on testing status to relevant parties
- Update various test suites and execute them as needed

We Are Looking For People Who

- Bachelor's degree in computer science or related field
- 2+ years of experience in testing of customer facing and internal applications
- Experience testing high volume web based applications
- Experience with debugging tools
- Experience in writing detailed Test Plans and Test Cases and executing them through Asana, etc
- A strong sense of urgency and enthusiasm for testing and bug discovery
- Ability to learn quickly and be autonomous

Software Developer

As a Software Engineer the overall need you will be meeting is interpreting a project from the business perspective and producing the result from a code perspective. You will be tasked with developing interfaces with 3rd party systems, product enhancement and creating new modules/products to serve our customer's needs.

Job Description:

- Consulting with Product and Project Managers, Quality Assurance, and Support Staff on the development and maintenance of Enterprise Asset Management (EAM) software solutions.

- Develop and strategize software products to support current business initiatives and provide future direction for new innovative ideas to meet or exceed customer requirements and expectations in a timely and cost effective manner

What You'll Bring To The Team

- Bachelor's degree from an accredited college or university or a certificate from a technical training institute
- At least two years of programming experience with C#
- Solid knowledge of SQL
- Strong communication and interpersonal skills
- Ability to interact positively and effectively in a team environment, and independently as well.
- Passion for technology and a competitive, results-focused nature.
- Ability to think outside of the box and present creative solutions to development challenges.
- Detail oriented with the ability to multi-task and address complex projects.
- ASP.NET, HTML, Java Script/frameworks, CSS
- Experience working with REST based services
- Experience in SQL and relational databases (MS SQL, Oracle)

Experience With The Following Is a Plus

- Experience with Cloud – Azure architecture and development
- Xamarin / multi-platform mobile development
- C/C++, STL Library
- SAP Crystal Report development

Full Stack Developer

Your Impact

- Lead feature development being delivered by multiple engineers
- Lead and participate in requirement, design, and development discussions
- Independently design and deliver software solutions for products and features
- Mentor others in development technologies, tools, and processes
- Master our development process, culture, and code base, then improve it
- Build Cloud/Web-based solutions and have the ability to grasp a variety of unfamiliar technologies and integrate them quickly
- Present your own designs to internal/external groups and review designs of others
- Develop test strategies and frameworks to drive up code coverage and automation metrics

Required Skills

- Bachelors degree in Computer Science and 8+ years of experience, or equivalent industry experience
- Deep knowledge of two or more object oriented programming and other scripting languages: Java, C++, C#, Ruby, Go, Scala, Python, Node.JS
- 5+ years of WebServices, REST, RDBMS/SQL and Full stack development experience
- Experience with Agile development methodology, Test-Driven Development, incremental delivery, and CI/CD
- Experience owning and operating services throughout the software development lifecycle including design, development, release and maintenance.
- In depth experience of design patterns, data structures, algorithms, and concurrency
- Experience communicating technical vision, mentoring junior engineers and managing projects.

Specialization In One Of The Following Areas

Desired Skills/Experience:

- Big data technologies such as Hadoop, Hive, Spark or MapReduce frameworks
- Javascript, React, Typescript, D3 or related frameworks
- Understanding of Data Science/Machine Learning concepts, experience working with Data Scientists and operating ML models in production services
- Experienced in infrastructure automation and cloud platforms: AWS, Azure, or GCP

IT Architect

Position Summary

As the Enterprise Infrastructure Architect you will work with all of the technical & business functions across the company with focus on technology infrastructure capabilities. You will be responsible for working with stakeholders to define and deliver solutions in a secure way, that address current issues and future opportunities aligning to the company strategy.

Primary Job Responsibilities

- Partner with the business and IT Leaders to identify the opportunities and understand the current challenges which can be fulfilled through technology capabilities.
- Architect, design and deliver technical solutions across multiple teams to ensure optimal functionality and enhancement of enterprise systems and processes (on premise and cloud based).
- Analyze technologies used within the company and determine ways to improve from user experience, efficiency and effectiveness perspective
- Act as the primary or lead solution architect on large scale enterprise initiatives. Create the appropriate architectural documents that describe systems, integrations, data relationships, networking and other key concepts.

- Cloud design - setting operational and architectural standards – Azure, GCP and AWS
- Conduct strategic and tactical level planning to develop infrastructure technical roadmap in partnership with other technology leaders
- Influence/lead cross departmental teams driving vision/goals/initiatives, and be the strategic advisor for VP, Enterprise Infrastructure Services partnering with the Enterprise Architect.
- Act as the lead technical solution architect within the Enterprise Infrastructure Services Team. Provide subject-matter expertise, best practices, technical approaches, and strategic plan to push Enterprise Infrastructure Services as a best run services for Citrix
- Assist in negotiating enterprise level agreements with technical vendors, outsourcers, and contractors partnering with Procurement by providing appropriate value association for the particular technology/service/solution
- Be the thought leader and driver for innovation by:
 - Performing research activities to identify emerging technologies and trends that may affect the enterprise.
 - Assisting in vendor/product selection activities including the development of vendor/product evaluation models used in Requests for Proposal (RFP's).
 - Designing and overseeing efforts in building effective Proof of Concept demonstrations and socialize the results throughout the enterprise and all levels of management.

Qualifications

- Ideally 15+ years' experience of infrastructure management/technical architecture leadership in a global IT environment.
- Broad base of technical knowledge in IT systems including but not limited to operating systems, telecommunications, RBAC/IAM, networking, datacenter, storage, databases and emerging technologies.
- Knowledge of Security Certifications - PCI, ISO 27001, SOC II, FedRAMP and other regulatory standards.
- Experience managing security infrastructure compliance and risk management.
- Agile framework knowledge/experience.
- Experience with O365 platform.
- In-depth experience with Cloud services - Amazon Web Services/Microsoft Azure/Google Cloud Platform solutions, architecture, related technologies and their interdependencies.
- Deep technical knowledge of MS Active Directory.
- IT service availability and uptime experience/knowledge and understanding of ITIL/ITSM processes.
- Strong interpersonal and leadership skills, as well as, excellent written and verbal skills
- Proven experience in project management and leadership skills

License Information:

[New search](#) [Back to results](#)**Entity name:** ARCH STAFFING AND CONSULTING, LLC**Business name:** ARCH STAFFING AND CONSULTING LLC**Entity type:** [Limited Liability Company](#)**UBI #:** 604-401-477**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 1000 BRICKELL AVE
STE 725
MIAMI FL 33131-3057**Mailing address:** 1000 BRICKELL AVE
STE 725
MIAMI FL 33131-3057**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Jun-30-2022	Feb-04-2019

Governing People May include governing people not registered with Secretary of State

Governing people
Governing people

Title
Title

MUNIZ, ULISES

Registered Trade Names

Registered trade names

Status

First issued

ARCH STAFFING AND CONSULTING LLC

Active

Feb-04-2019

The Business Lookup information is updated nightly. Search date and time: 3/10/2022 2:45:48 PM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2022

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 Assurance, a Marsh & McLennan Agency LLC company 20 N Martingale Road Suite 100 Schaumburg IL 60173	CONTACT NAME: Kaitlin Kallal PHONE (A/C, No, Ext): (847) 463-7301 FAX (A/C, No): (847) 440-9126 E-MAIL ADDRESS: Kaitlin.Kallal@MarshMMA.com
INSURED ARCH Staffing and Consulting, LLC 1000 Brickell Avenue, Suite 725 Miami FL 33131	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insuran INSURER B: WorkFirst Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1727837804**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2392821	3/19/2022	3/19/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2392821	3/19/2022	3/19/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB807543	3/19/2022	3/19/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Prod/Comp Ops \$ 5,000,000
B	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	N / A	WCWFTS000174301	3/19/2022	3/19/2023	<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	Professional Liability			PHPK2392821	3/19/2022	3/19/2023	Occurrence/Aggregate \$1M/\$2M
A	Employment Practices Liability			PHPK2392821	3/19/2022	3/19/2023	Occurrence/Aggregate \$2M/\$2M
A	Crime			PHPK2392821	3/19/2022	3/19/2023	Limit \$500,000

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

Proof of Insurance.

Cyber Liability (Third Party) - North American Capacity Insurance Company - Policy Number: C4LRV068045CYBER2022 - 3/19/2022 - 3/19/2023 - Limit: \$3,000,000

General Liability, Automobile Liability, Professional Liability, and Workers Compensation policies are scheduled underneath the Umbrella policy.

CERTIFICATE HOLDER**CANCELLATION**

Additional Insured: City of Spokane

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

AUTHORIZED REPRESENTATIVE

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Agenda Sheet for City Council Meeting of:
05/16/2022

Date Rec'd	5/4/2022
Clerk's File #	OPR 2022-0345
Renews #	
Cross Ref #	
Project #	2022074
Bid #	
Requisition #	RFQU 5569-22

Submitting Dept	INTEGRATED CAPITAL MANAGEMENT
Contact Name/Phone	INGA NOTE 625-6331
Contact E-Mail	INOTE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4250 – CITYWIDE TRAFFIC CALMING MASTER PLAN

Agenda Wording

Consultant Agreement with DOWL, LLC to support the Citywide Traffic Calming Program.

Summary (Background)

DOWL, LLC has been selected to provide the needed analysis in the development of the new Traffic Calming program. The development of the program will kick off in 2022 with neighborhood workshops to identify problem locations. The firm will coordinate closely with Pomegranate Associates and with city facilitation staff.

Lease? NO Grant related? NO

Public Works? NO

Fiscal Impact

Budget Account

Expense \$ 600,000.00

1380-24100-42300-54201-99999

Expense \$ 0

1380-24104-42300-54201-99999

Select \$

#

Select \$

#

Approvals

Council Notifications

Dept Head MILLER, KATHERINE E

Study Session\Other UE 1/10/22

Division Director FEIST, MARLENE

Council Sponsor Beggs/Kinnear

Finance ORLOB, KIMBERLY

Distribution List

Legal ODLE, MARI

ddaniels@spokanecity.org

For the Mayor ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

Additional Approvals

icmaccounting@spokanecity.org

Purchasing

eraea@spokanecity.org

kemiller@spokanecity.org

sharshman@spokanecity.org

Briefing Paper

Urban Experience

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	Traffic Engineering Contract to support the Traffic Calming Program
Date:	1/10/2022
Author (email & phone):	inote@spokanecity.org
City Council Sponsor:	Council President Beggs
Executive Sponsor:	
Committee(s) Impacted:	PIES, Urban Experience
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	Improving Streets
Deadline:	Contracting in 2022
Outcome:	
Background/History: <p><i>The traffic calming program is changing from one that takes requests annually, to one that develops a program lasting for several years. The development of the program will kick off in 2022 with neighborhood workshops to identify problem locations. ICM will contract with a consulting engineering firm to coordinate closely with Pomegranate Associates and city facilitation staff. The selected engineering firm will attend the workshops and develop solutions to the neighborhood identified problems from a systems wide traffic perspective, including conceptual drawings and cost estimates.</i></p>	
Executive Summary: <ul style="list-style-type: none"> • An RFQ will be advertised in late January/early February to hire a Traffic Engineering consulting firm to provide the needed analysis in the development of the new Traffic Calming program. • The consultant will attend 9 neighborhood workshops (3 per district), identify preliminary list of 5 projects per neighborhood. • Attend 9 follow-up meetings to share proposed project ideas and concept drawings. Prepare cost estimates for top 3 projects in each neighborhood. • Conduct traffic and pedestrian counts, system wide analysis as needed in the development of solutions to the problems identified within the neighborhoods. • Timeline: begin early 2022 end in 2023. • Contract range \$400,000-\$600,000. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



City of Spokane

CONSULTANT AGREEMENT

**Title: CITYWIDE TRAFFIC
CALMING MASTER PLAN**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DOWL, LLC**, whose address is 8410 154th Ave NE, Redmond, WA 98052 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to perform a Citywide Traffic Calming Master Plan; and

WHEREAS, the Consultant was selected from a Request for Qualifications No. 5569-22.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on May 24, 2022, and ends on December 31, 2024, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Exhibit B, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of

completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$550,000.00)**, excluding tax, if applicable, and in accordance with Consultant's Fee Proposal, attached as Exhibit C, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its invoices for payment to City of Spokane Integrated Capital Management Department, 808 West Spokane Falls Boulevard, 2nd Floor, Spokane, Washington 99201 **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's invoice except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

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

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

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, (except for Worker's Compensation and Professional Liability insurance), as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment,

nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. Neither party shall assign their interests in this agreement without the prior written consent of the other party, which shall not be unreasonably withheld. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional

materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license

to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or

superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing

facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or

implied, nor for any statement or representation made or in any connection with this Agreement.

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

DOWL, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments: Exhibit A – Certificate Regarding Debarment
Exhibit B – Scope of Work
Exhibit C – Fee Proposal

22-094

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

DOWL, LLC Name of Subrecipient / Contractor / Consultant (Type or Print)	 Program Title (Type or Print)
Larry Fox Name of Certifying Official (Type or Print) Chief Operating Officer Title of Certifying Official (Type or Print)	 Signature Date (Type or Print)

EXHIBIT B

EXHIBIT C

Exhibit B - SCOPE OF WORK
DOWL Consultant Services
Citywide Traffic Calming Master Plan - City of Spokane

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I. PROJECT DESCRIPTION

The Citywide Traffic Calming Master Plan project will develop a comprehensive, prioritized list of neighborhood traffic calming projects with concept designs, cost estimates, and neighborhood refinement. Neighborhood workshops will incorporate public feedback into the development of traffic issues within each neighborhood and review of the ensuing concept designs. The final summary report at the end of this project will provide the City with a series of project cut sheets for developed projects in each neighborhood.

II. PROJECT SCHEDULE

The project schedule anticipates project NTP by April 11th, 2022. Consultant will make every effort to progress the project to maintain the City's stated goal of presenting the Summary Report to City Council by June 2023.

III. DEFINITIONS/ABBREVIATIONS

Project: Citywide Traffic Calming Master Plan – City of Spokane

Consultant: DOWL

City: City of Spokane

Sub: Sub-Consultant; DKS Associates

Project Team: Consists of the City, Consultant, and Sub

IV. TASKS & DESCRIPTIONS

Task 1 – Project Management

This task involves developing a detailed project management plan and schedule, which will outline objectives of the project, and establish clear communication channels between members of the project team and other departments, agencies and stakeholder groups.

Task 1a. Project Management

This task includes weekly updates to the project schedule, budget, and resource plan to ensure the project stays on track. This task will include brief progress reports to accompany the Consultant's monthly invoice that summarizes the work performed during each reporting period. Included in this packet will be an updated project schedule showing the progress to date.

Deliverables: Monthly progress report, invoice, and updated schedule

Task 1b. Project Check-In Meetings

The Consultant shall coordinate and host one (1) hour project check-in meetings via Microsoft Teams every other week for the project duration. A brief agenda for the meeting will be circulated a minimum 24-hrs in advance with a set of meeting minutes provided to attendees within two (2) days after the meeting. The intent of these meetings will be to maintain consistency and coordination of the planning efforts across council districts and resolve any issues/concerns that arise during the planning process. The meeting minutes will include a list of known action items from each meeting, with deadlines for follow-up.

Deliverables: Project Check-In Meeting Minutes with action item list

Task 1c. Quality Control

Consultant will implement internal QA/QC procedures as outlined in the Project Quality Plan (PQP). Each major deliverable will undergo both a technical- and senior-level QC. A general outline of DOWL's quality management process is as follows:

- Technical QC and Comment Resolution
- Senior QC and Comment Resolution
- Final PM Review
- Submission of Draft Deliverable to City with comment log
- Receipt of City comments with completed comment log
- Address City comments and issue final deliverable

The following assumptions are related to this task:

- City will provide consultant with a comment log for all major deliverables with at least two weeks to respond with revisions.

Deliverables: Project Quality Plan, completed comment log following City QC of each deliverable

Task 2 – Neighborhood Workshops

Under this task consultant will develop materials for and attend a series of Issues workshops and Concept Solutions workshops at different stages in the project. Neighborhood leaders from each of Spokane's 29 neighborhoods will attend the workshops, with the goal being the selection of up to five known traffic issues per neighborhood that could be addressed through traffic calming measures. The concept solutions will then be presented during a later phase of the project with the neighborhoods providing key feedback on the preliminary design and analysis.

Task 2a. Workshop Preparation

Prior to each series of workshops (Issues Workshops and Concept Solutions Workshops), Consultant will work with City staff to coalesce relevant information into workshop visual aids (such as GIS maps) and interactive interfaces (such as Power BI dashboards) for use during the workshops. This task assumes coordination with the City's facilitation consultant on workshop materials will occur during the regularly scheduled project check-in meetings one review is assumed for the developed materials.

Consultant will also coordinate team member availability and schedules with City staff to provide adequate coverage at each workshop.

The following assumptions are related to this task:

- City will provide Consultant with all relevant GIS data, and background documentation at least 3 weeks prior to the first workshop in each series to allow adequate time for material development and one review cycle.
- Consultant will develop two (2) roll plot maps for each neighborhood (one per Workshop series)
- Consultant will develop a maximum three (3) Power BI dashboard interactives

Deliverables: Workshop maps and interactives

Task 2b. Issues Workshops

The City is currently planning nine (9) neighborhood Issues Workshops. Consultant team members will attend each workshop with the prepared materials and assist City staff and the facilitation consultant in guiding neighborhood discussion to identify specific traffic issues within each neighborhood.

Assumed in this task is the time and travel expenses for each team member expected to attend the workshops. Should the City (due to unforeseen circumstances) opt to conduct the workshops virtually, the Consultant will coordinate schedules and technology platform decisions with City staff for virtual attendance options.

At the conclusion of the Issues Workshops, Consultant will prepare a brief Traffic Issues Memo summarizing the concerns heard from each neighborhood and outlining each of the problem statements.

The following assumptions are related to this task:

- Consultant team will attend each workshop with a minimum four (4) team members, selected as appropriate and coordinated with City staff.
- Scheduling and organization of the workshop logistics will be completed by City staff.

Deliverables: Neighborhood Traffic Issues Memo

Task 2c. Concept Solutions Workshops

After conducting traffic analysis and development of the draft concept designs, the Consultant will participate in a second series of Concept Solutions Workshops hosted by the City. The City is currently planning nine (9) workshops in this series. Consultant team members will attend each workshop to present the results of the traffic analysis and concept design development. Project cut sheets, graphics, and a neighborhood roll plot will be provided as visual aids along with supporting data and documentation. Potential alternative solutions will be presented, and neighborhood representatives will be asked for feedback on the concept designs.

All neighborhood feedback will be synthesized into a comment log after the workshops and circulated to the entire Consultant team.

The following assumptions are related to this task:

- Consultant team will attend each workshop with a minimum four (4) team members, selected as appropriate and coordinated with City staff.
- Scheduling and organization of the workshop logistics will be completed by City staff.

Deliverables: Concept Solutions Workshop Comment Log

Task 3 – Traffic Analysis

Traffic analysis is anticipated for many of the issues identified during the Issues Workshops. Consultant will gather data and complete relevant traffic analyses to mitigate these issues. Results of the completed traffic analysis will be compiled into a traffic analysis cut sheet for use with the concept designs during the Concept Solutions workshops.

Task 3a: Background Documentation/Data Collection

Consultant will review all of the relevant planning documents and available data provided by the City to inform the historical and future context of neighborhood concerns. This will include a review of relevant neighborhood plans, mapping known citizen requests, and combine this information with the City's GIS information and AutoCAD sign/stripe block maps. Consultant will coordinate any new data collection required with City staff and look for efficiencies with the Streets Department annual traffic counting program.

The following assumptions are related to this task:

- Due to the unknown data collection need prior to the Issues Workshops, one (1) speed/volume standard tube count is assumed at each project location (5 project locations per neighborhood, 29 neighborhoods).
- City will provide current copies of all relevant GIS layers, neighborhood plans, sign inventory database, and AutoCAD files of relevant block maps.

Deliverables: Appendix to the Summary Report for all assembled project data

Task 3b: Traffic Analysis

Consultant will evaluate each traffic concern raised during the Issues Workshops and apply the appropriate traffic analysis tool to support and justify the recommended traffic improvement detailed in the concept design. This analysis may include the following:

- Stop/Yield Control Sign Evaluation
- Sight Distance Evaluation
- Collision Analysis for patterns/trends
- Lighting Analysis
- NCHRP 562 Crosswalk Treatment Evaluation
- Traffic Signal Timing Improvements
- Traffic Signal Warrant Analysis

A traffic analysis cut sheet for each project identified will be developed and supplied as supporting documentation with the draft concept solutions. After the Concept Solutions Workshops, the traffic cut sheets will be revised as needed. Final cut sheets will be included as supporting documentation for the finalized concept solutions and summarized in the Summary Report.

Consistent with this level of effort, Consultant has assumed no more than 3 hours per project to complete the traffic analysis and cut sheet. If a large project is suggested as mitigation by the consultant and approved by City staff, the total number of projects for that neighborhood shall be reduced to maintain 15 total hour of traffic analysis and cut sheet preparation for each neighborhood.

The following assumptions are related to this task:

- No microsimulation using SimTraffic or VISSIM will be required as part of this task
- No travel demand modeling or future forecasting will be required.

Deliverables: Draft and Final Traffic Analysis Cut Sheets

Task 4 – Concept Design

Based upon the results of the Issues Workshops and Neighborhood Traffic Issues Memo, Consultant will develop conceptual designs for each neighborhood's traffic issues in coordination with the ongoing traffic analysis. Designs will contain sufficient detail to validate the concept and communicate the design intent clearly. After the conclusion of the Concept Solutions Workshops the designs will be revised consistent with community feedback to address remaining concerns. The designs will include sufficient detail at each stage to support the Task 5 concept estimates developed for each traffic issue.

Consistent with this level of effort, Consultant has assumed no more than 6 hours per project to complete the concept design task.

Task 4a: Draft Concept Design

Consultant will prepare draft design concepts using aerial photography provided by the City. Development of the concept designs will include a field check of the draft concept for fatal flaws or considerations not captured in the aerial imagery. Designs will be in accordance with City and State standard drawings with design exceptions noted. Additional roll maps and graphics will also be prepared to illustrate the projects and solutions at the corresponding Concept Solutions Workshops.

The following assumptions are related to this task:

- No topographic or boundary survey will be required for the development of concept designs
- City will provide drafting standards and appropriate line types/pen tables.
- One, 30-minute field visit is anticipated for each project location (5 projects per neighborhood, 29 neighborhoods)
- One (1) roll map or project concept design sheet will be produced for discussion at the Concept Solutions Workshop.

Deliverables: Draft Concept Designs

Task 4b: Final Concept Design

Following the Concept Solutions Workshops, the Consultant team will edit and refine the draft concept design as needed to reflect input from each neighborhood. Concept designs not initially drafted in AutoCAD will be converted to CAD linework over aerial imagery following City drafting standards and symbology. A final scaled plan sheet will be developed for each project. The final plan sheets and associated AutoCAD files will be packaged in the final data transfer to the City following completion of the Summary Report.

The following assumptions are related to this task:

- One (1) review cycle for the final concept design plans is included
- Individual projects will not require more than one, 1" = 50' scaled plan sheet

Deliverables: Final Concept Designs, supporting AutoCAD files

Task 5 – Concept Estimate

The cost estimate for each concept design will be developed in tandem with the Task 4 deliverables. Cost estimates will be based upon recent City construction bid tabulations and manufacturer costs to produce.

Task 5a: Draft Concept Estimates

Draft concept estimates will be developed prior to the Concept Solutions Workshops and provided to the City at the same time as the draft concept designs. Cost estimates will be provided in cut sheet format with a breakdown of the costs. Estimates will be based upon a hybrid approach between recent bid tabulations and direct cost data from manufacturers/contractors. Additional estimation for right-of-way, preliminary engineering, and construction engineering will be included.

Where options exist within the estimate for various material assumptions, these will be outlined and cost saving opportunities will be identified for discussion (e.g. asphalt vs concrete or steel vs aluminum).

The City will provide recent construction bid tabulations (2019-Present)

Deliverables: Draft Concept Estimates

Task 5b: Final Concept Estimates

The final concept estimates will be developed after completion of the final concept designs and reflect changes or additions that result from project team, City staff, or neighborhood feedback. This task assumes one (1) review cycle of the finalized concept estimates.

Deliverables: Final Concept Estimates

Task 6 – Summary Report

Consultant will compile the finalized concept designs and estimates together with the initial neighborhood traffic issues memo into a final summary report. The Summary Report will lay out each neighborhood's issues, the prioritized project list and present the final concept designs with estimates. Each project will be finalized into a cut sheet for inclusion in future City project charters. Supporting analysis and documentation will be provided in the appendices to the Summary Report. No additional analysis is included in this task. City will provide Consultant with the prioritized project list from each neighborhood.

Deliverables: Draft and Final Summary Report



Updated 5.14.19

Project:	Citywide Traffic Calming Master Plan
Client:	City of Spokane
Project or Contract #:	2038.15173.01
Date:	3/21/2022
Prepared By:	A. Miles
Reviewed By:	D. Simmons

* Use the above information to populate recurring information in the header of the following worksheets.

* Refer to the DOWL Fee Template Reference Guide on The Point for more detailed instructions on how to use the fee template:

<https://thepoint.dowl.com/OperationalExcellence/Wiki/Universal%20Documents.aspx>

* Update the *Summary* tab with the project phase names and task descriptions. This will link to the *Labor* and *Expenses* tabs.

* To add a new row to multiple tabs, push control and click on all tabs to add the new row. Insert a new row above the bottom row in a phase in the *Summary* tab and it will automatically create a row in the selected tabs. All actions that you do while the multiple tabs are selected will be done on all tabs. Make sure to unselect the tabs once you added your rows.

* To copy the needed information into the new row, select the cells above the row and drag down to the new row.

**** When adding rows to any or multiple worksheets be sure to confirm that formulas copy correctly.**

* To hide rows or columns, select the entire row or column, right click, and select hide. **Hiding rows is recommended versus deleting rows.**

* Look for red triangles in the corners to learn more about the cell.

* To update the \$/hour in the labor tab, view the fee schedules on The Point:

<https://thepoint.dowl.com/Projects/Shared%20Documents/Forms/AllItems.aspx>

* Use the *Fee Proposal Checklist*, located in the last tab in this document, to assist with Quality Control review of the cost proposal.

* Confirm the Calculation Options under the Formulas tab in ribbon toolbar in each worksheet is set to Automatic.

* Before sending to a client, check the final version and ensure all page breaks are logical and overall document is formatted correctly or printing or saving as a PDF. Printing format will vary based on changes to rows or other items made by each user.

*If you notice an error anywhere in the spreadsheet, please send a screenshot via email to opex@dowl.com.

Fee Template Revision Date:10/1/2018



Project: Citywide Traffic Calming Master Plan
Client: City of Spokane
Project or Contract #: 2038.15173.01

Prepared By:
A. Miles
 Reviewed By:
D. Simmons

Summary

3/21/2022

Phase Name	Task		Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
			Hours	Cost			
Project Management	1	Project Management	60	\$ 11,700.00	\$ -	\$ 8,788.00	\$ 20,488.00
	2	Check-In Meetings	150	\$ 28,950.00	\$ -	\$ 6,708.00	\$ 35,658.00
	3	Quality Control	80	\$ 16,800.00	\$ -	\$ 9,672.00	\$ 26,472.00
	<input checked="" type="checkbox"/> T&M	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Other	Subtotal	290	\$ 57,450.00	\$ -	\$ 25,168.00
Neighborhood Workshops	1	Workshop Preparation	112	\$ 16,440.00	\$ -	\$ 5,449.60	\$ 21,889.60
	2	Issues Workshops	120	\$ 28,200.00	\$ 3,980.00	\$ 21,663.20	\$ 53,843.20
	3	Concept Solutions Workshops	120	\$ 28,200.00	\$ 3,630.00	\$ 21,663.20	\$ 53,493.20
	<input checked="" type="checkbox"/> T&M	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Other	Subtotal	352	\$ 72,840.00	\$ 7,610.00	\$ 48,776.00
Traffic Analysis	1	Background Documentation/Data Collection	56	\$ 7,480.00	\$ 30,160.00	\$ 1,310.40	\$ 38,950.40
	2	Traffic Analysis	148	\$ 19,260.00	\$ -	\$ 53,040.00	\$ 72,300.00
	<input checked="" type="checkbox"/> T&M	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Other	Subtotal	204	\$ 26,740.00	\$ 30,160.00	\$ 54,350.40
	<input checked="" type="checkbox"/> T&M	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Other	Subtotal	204	\$ 26,740.00	\$ 30,160.00	\$ 54,350.40
Concept Design	1	Draft Concept Design (10%)	504	\$ 74,680.00	\$ -	\$ 11,440.00	\$ 86,120.00
	2	Final Concept Design (30%)	240	\$ 36,040.00	\$ -	\$ 11,440.00	\$ 47,480.00
	<input checked="" type="checkbox"/> T&M	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Other	Subtotal	744	\$ 110,720.00	\$ -	\$ 22,880.00
	<input checked="" type="checkbox"/> T&M	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Other	Subtotal	744	\$ 110,720.00	\$ -	\$ 22,880.00
Concept Estimates	1	Draft Concept Estimates (10%)	216	\$ 28,840.00	\$ -	\$ -	\$ 28,840.00
	2	Final Concept Estimates (30%)	120	\$ 16,760.00	\$ -	\$ -	\$ 16,760.00
	<input checked="" type="checkbox"/> T&M	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Other	Subtotal	336	\$ 45,600.00	\$ -	\$ 45,600.00
	<input checked="" type="checkbox"/> T&M	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Other	Subtotal	336	\$ 45,600.00	\$ -	\$ 45,600.00
Summary Report	1	Summary Report	280	\$ 37,000.00	\$ -	\$ 9,984.00	\$ 46,984.00
	<input checked="" type="checkbox"/> T&M	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Other	Subtotal	280	\$ 37,000.00	\$ -	\$ 9,984.00
	<input checked="" type="checkbox"/> T&M	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Other	Subtotal	280	\$ 37,000.00	\$ -	\$ 9,984.00
	<input checked="" type="checkbox"/> T&M	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Other	Subtotal	280	\$ 37,000.00	\$ -	\$ 9,984.00
TOTAL			2206	\$ 350,350.00	\$ 37,770.00	\$ 161,158.40	\$ 549,278.40



Citywide Traffic Calming Master Plan

Client: City of Spokane

Project or Contract #: 2038.15173.01

Prepared By:

A. Miles

Reviewed By:

D. Simmons

Labor

Phase Name		Task	3/21/2022													Labor Subtotal	
			Project Manager V	Traffic (Engineer IV)	Traffic (Engineer II)	Civil Engineer (Engineer XI)	Civil (Engineer VIII)	Civil (Engineer IV)	Civil (Engineer II)	Civil (Engineer III)	Civil (Engineer III)	Traffic (Engineer III)	GIS Specialist	Graphics Designer	Project Manager VI		
			A. Miles	S. Patterson	C. Denning	D. Simmons	J. Shrope	R. Stephens	M. Zollars	K. Eagle	S. Ashe	S. Klump	T. Jameson	R. Rogge	W. Schmidt	Hours	Cost
Project Management	1	Project Management	60													60	\$ 11,700.00
	2	Check-In Meetings	30	30		30	30	30								150	\$ 28,950.00
	3	Quality Control													80	80	\$ 16,800.00
		Subtotal	90	30	-	30	30	30	-	-	-	-	-	-	80	290	\$ 57,450.00
Neighborhood Workshops	1	Workshop Preparation	40									24	24	24		112	\$ 16,440.00
	2	Issues Workshops	40			80										120	\$ 28,200.00
	3	Concept Solutions Workshops	40			80										120	\$ 28,200.00
		Subtotal	120	-	-	160	-	-	-	-	-	24	24	24	-	352	\$ 72,840.00
Traffic Analysis	1	Background Documentation/Data Collection		8	24							24				56	\$ 7,480.00
	2	Traffic Analysis	8	20	80									40		148	\$ 19,260.00
		Subtotal	8	28	104	-	-	-	-	-	-	24	-	40	-	204	\$ 26,740.00
Concept Design	1	Draft Concept Design (10%)	40	8	24	24	24	24	120	120	120					504	\$ 74,680.00
	2	Final Concept Design (30%)	40	8	24	8	8	8	48	48	48					240	\$ 36,040.00
		Subtotal	80	16	48	32	32	32	168	168	168	-	-	-	-	744	\$ 110,720.00
Concept Estimates	1	Draft Concept Estimates (10%)	24	16	80			16	80							216	\$ 28,840.00
	2	Final Concept Estimates (30%)	24	8	40			8	40							120	\$ 16,760.00
		Subtotal	48	24	120	-	-	24	120	-	-	-	-	-	-	336	\$ 45,600.00
Summary Report	1	Summary Report	40		160									80		280	\$ 37,000.00
		Subtotal	40	-	160	-	-	-	-	-	-	-	-	80	-	280	\$ 37,000.00
LABOR HOUR TOTAL			386	98	432	222	62	86	288	168	168	48	24	144	80	2206	
LABOR COST TOTAL			\$ 75,270.00	\$ 15,190.00	\$ 51,840.00	\$ 56,610.00	\$ 12,710.00	\$ 13,330.00	\$ 34,560.00	\$ 23,520.00	\$ 23,520.00	\$ 6,720.00	\$ 2,280.00	\$ 18,000.00	\$ 16,800.00		\$ 350,350.00



Expenses				Citywide Traffic Calming Master Plan Client: City of Spokane Project or Contract #: 2038.15173.01								Prepared By: A. Miles Reviewed By: D. Simmons				
				3/21/2022												
				Travel, Mileage, & Misc. Subtotal								Direct Expenses Subtotal	% Mark Up			Total w/ Mark Up
				Per Diem WA		Lodging WA		Vehicle Miles		Travel, Mileage, & Misc. Subtotal	Flights					
Phase Name	Task			Total	Total	Autos	Total	Cost							*Other Expenses Description	
			\$74/day	Cost	\$114/night	Cost	\$ 1.00	Cost								
Project Management	1	Project Management		\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	0%	\$ -			
	2	Check-In Meetings		\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	0%	\$ -			
	3	Quality Control		\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	0%	\$ -			
	Subtotal			-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	0%	\$ -		
Neighborhood Workshops	1	Workshop Preparation		\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	0%	\$ -	Plan Commission, Demo		
	2	Issues Workshops		10	\$ 740.00	10	\$ 1,140.00	\$ -	\$ 1,880.00	\$ 2,100.00	\$ 3,980.00	0%	\$ 3,980.00	Flights (Murata x6RT)		
	3	Concept Solutions Workshops		10	\$ 740.00	10	\$ 1,140.00	\$ -	\$ 1,880.00	\$ 1,750.00	\$ 3,630.00	0%	\$ 3,630.00	Flights (Murata x5RT)		
	Subtotal			20	\$ 1,480.00	20	\$ 2,280.00	-	\$ -	\$ 3,760.00	\$ 3,850.00	\$ -	\$ 7,610.00	\$ 7,610.00		
Traffic Analysis	1	Background Documentation/Data Collection		\$ -	\$ -	\$ -	\$ -	\$ -		\$ 29,000.00	\$ 29,000.00	4%	\$ 30,160.00	Traffic Data Counts		
	2	Traffic Analysis		\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	0%	\$ -			
	Subtotal			-	\$ -	-	\$ -	-	\$ -	\$ -	\$ 29,000.00	\$ 29,000.00	\$ 30,160.00			
Concept Design	1	Draft Concept Design (10%)		\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	0%	\$ -			
	2	Final Concept Design (30%)		\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	0%	\$ -			
	Subtotal			-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -			
Concept Estimates	1	Draft Concept Estimates (10%)		\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	0%	\$ -			
	2	Final Concept Estimates (30%)		\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	0%	\$ -			
	Subtotal			-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -			
Summary Report	1	Summary Report		\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	0%	\$ -			
	Subtotal			-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -			
EXPENSES TOTAL				20	\$ 1,480.00	20	\$ 2,280.00	-	\$ -	\$ 3,760.00	\$ 3,850.00	\$ 29,000.00	\$ 36,610.00	\$ 37,770.00		



Subconsultants			Project:Citywide Traffic Calming Master Plan Client:City of Spokane Project or Contract #:2038.15173.01 3/21/2022 *See attachment for subconsultants full cost breakout												Prepared By: A. Miles Reviewed By: D. Simmons
Phase Name	Task		DKS Associates			Subconsultant Name			Subconsultant Name			Subconsultant Name			Subconsultants Subtotal
			Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	Cost*	% Mark Up	Total w/Markup	
Project Management	1	Project Management	\$ 8,450.00	4%	\$ 8,788.00			\$ -			\$ -			\$ -	\$ 8,788.00
	2	Check-In Meetings	\$ 6,450.00	4%	\$ 6,708.00			\$ -			\$ -			\$ -	\$ 6,708.00
	3	Quality Control	\$ 9,300.00	4%	\$ 9,672.00			\$ -			\$ -			\$ -	\$ 9,672.00
		Subtotal	\$ 24,200.00		\$ 25,168.00	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ 25,168.00
Neighborhood Workshops	1	Workshop Preparation	\$ 5,240.00	4%	\$ 5,449.60			\$ -			\$ -			\$ -	\$ 5,449.60
	2	Issues Workshops	\$ 20,830.00	4%	\$ 21,663.20			\$ -			\$ -			\$ -	\$ 21,663.20
	3	Concept Solutions Workshops	\$ 20,830.00	4%	\$ 21,663.20			\$ -			\$ -			\$ -	\$ 21,663.20
		Subtotal	\$ 46,900.00		\$ 48,776.00	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ 48,776.00
Traffic Analysis	1	Background Documentation/Data Collection	\$ 1,260.00	4%	\$ 1,310.40			\$ -			\$ -			\$ -	\$ 1,310.40
	2	Traffic Analysis	\$ 51,000.00	4%	\$ 53,040.00			\$ -			\$ -			\$ -	\$ 53,040.00
		Subtotal	\$ 52,260.00		\$ 54,350.40	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ 54,350.40
Concept Design	1	Draft Concept Design (10%)	\$ 11,000.00	4%	\$ 11,440.00			\$ -			\$ -			\$ -	\$ 11,440.00
	2	Final Concept Design (30%)	\$ 11,000.00	4%	\$ 11,440.00			\$ -			\$ -			\$ -	\$ 11,440.00
		Subtotal	\$ 22,000.00		\$ 22,880.00	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ 22,880.00
Concept Estimates	1	Draft Concept Estimates (10%)			\$ -			\$ -			\$ -			\$ -	\$ -
	2	Final Concept Estimates (30%)			\$ -			\$ -			\$ -			\$ -	\$ -
		Subtotal	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
Summary Report	1	Summary Report	\$ 9,600.00	4%	\$ 9,984.00			\$ -			\$ -			\$ -	\$ 9,984.00
		Subtotal	\$ 9,600.00		\$ 9,984.00	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ 9,984.00
SUBCONSULTANTS TOTAL			\$ 154,960.00		\$ 161,158.40	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ 161,158.40



Fee Proposal Checklist

Project: Citywide Traffic Calming Master Plan
Client: City of Spokane
Project or Contract #: 2038.15173.01
3/21/2022

Prepared By:
A. Miles
 Reviewed By:
D. Simmons

Verify that the items below have been reviewed for accuracy and completeness.

Labor (detailed worksheet)		Comments
<input type="checkbox"/>	Are labor billing rates listed for all staff members?	
<input type="checkbox"/>	Is overtime included and calculated correctly?	
<input type="checkbox"/>	Are individual labor hours totaled and correct for each phase?	
<input type="checkbox"/>	Are calculation of labor amounts (billing rate x total labor hours) listed and correct for each phase?	
<input type="checkbox"/>	Are individual labor costs totaled and correct for each phase?	
<input type="checkbox"/>	Are the task or activity labor costs totaled and correct for each phase?	
Expenses (detailed worksheet)		
<input type="checkbox"/>	Is the total cost of expenses (quantity x unit price) calculated correctly?	
<input type="checkbox"/>	Is the correct per diem rate shown as dictated by the project/client?	
<input type="checkbox"/>	Are necessary assumptions/descriptions listed?	
<input type="checkbox"/>	Have the individual expense items been totaled properly for each phase?	
Subconsultant (detailed worksheet)		
<input type="checkbox"/>	Is the total cost of subconsultants calculated correctly?	
<input type="checkbox"/>	Does the source info/fee estimate for subs match the values shown in the worksheet?	
<input type="checkbox"/>	Are sub costs summed and shown correctly for each phase?	
Summary Sheet		
<input type="checkbox"/>	Were spreadsheet equations (cell references) checked for:	
<input type="checkbox"/>	Labor costs	
<input type="checkbox"/>	Expenses	
<input type="checkbox"/>	Subconsultants	
<input type="checkbox"/>	Total cost	
<input type="checkbox"/>	Calculation for phase subtotals?	
<input type="checkbox"/>	Calculation for total cost?	
<input type="checkbox"/>	Is the payment of fee method (T&M, LS, etc.) listed for each phase?	
<input type="checkbox"/>	Calculation and cell reference for subconsultants	
<input type="checkbox"/>	Calculation for price plus subconsultant?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Add Sales Tax	
General		
<input type="checkbox"/>	Are unused rows and columns hidden on all worksheets?	
<input type="checkbox"/>	When printed to a PDF, does everything look right?	
<input type="checkbox"/>	Are page numbers, file locations, and worksheet names listed and correct?	
<input type="checkbox"/>	Are the formula calculations for all worksheets set to Automatic and not Manual?	
Project specific items to be verified based on contract:		
<input type="checkbox"/>	Are unit prices shown for:	
<input type="checkbox"/>	Shipping	
<input type="checkbox"/>	Air Travel	
<input type="checkbox"/>	Ground Travel	
<input type="checkbox"/>	Accommodations	
<input type="checkbox"/>	Parking	
<input type="checkbox"/>	Miscellaneous Expenses/Other	



Agenda Sheet for City Council Meeting of: 05/16/2022

Date Rec'd	5/4/2022
Clerk's File #	OPR 2022-0346
Renews #	
Cross Ref #	
Project #	2018107
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 – PARCEL ACQUISITION FOR SIA I-90 WATER MAIN CROSSING

Agenda Wording

Real Estate Purchase and Sale Agreement with Santillanes & Sellers, LLC to acquire needed property for the SIA I-90 Water Main Crossing.

Summary (Background)

To serve the growing West Plains including the West Plains PDA, the water department is making upgrades to the water system in this area. Because this crossing is essential for water system development, we propose to acquire these parcels and segregate off the corner we need for the water main. The agreed upon price of \$130,000 is \$1.50/SF which matches the appraised value of the property.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 130,000.00

Select \$

Select \$

Select \$

Budget Account

4250-98818-94340-56501-15801

#

#

#

Approvals

Dept Head TWOHIG, KYLE

Division Director FEIST, MARLENE

Finance KECK, KATHLEEN

Legal RICHMAN, JAMES

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other PS 5/2/22

Council Sponsor Kinnear

Distribution List

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publicworksaccounting@spokanecity.org

kgoodman@spokanecity.org

dsteele@spokanecity.org

ddaniels@spokanecity.org

Purchasing

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Parcel Acquisition for SIA I-90 Water Main Crossing
Summary (Background)	<ul style="list-style-type: none"> In order to serve the growing West Plains including the West Plains PDA, the water department is making upgrades to the water system in this area. A third water tank near the airport (next to the existing two tanks) is just beginning construction. Another booster station next to the existing booster station on the south side of I-90 is planned within the next three years. And an upsized water main connecting the new tank and new booster station is in design. This water main must cross beneath I-90, something that can occur in a very limited number of locations due to geological constraints (rock) and the location of mains to which the crossing main must connect. The I-90 crossing location shown on the attached exhibits satisfies all constraints. The south end of this main terminates in county ROW. The north end of this main terminates on private property. While only a corner of the southwesterly parcel is needed for the I-90 crossing, the parcel owner is unwilling to grant us an easement or sell us just a fraction of the southwesterly parcel. In fact, we can only acquire the needed property rights by purchasing both the indicated parcels. Because this crossing is essential for water system development, we propose to acquire these parcels and segregate off the corner we need for the water main. The remainder would then be a suitable candidate for surplus so as to reduce the net cost of this acquisition. The agreed upon price of \$130,000 is \$1.50/SF which matches the appraised value of the property. This purchase will be funded by local water utility rate fees.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a pipe purchase contract to Council for approval.
Fiscal Impact: Total Cost: Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring	

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

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

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

N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

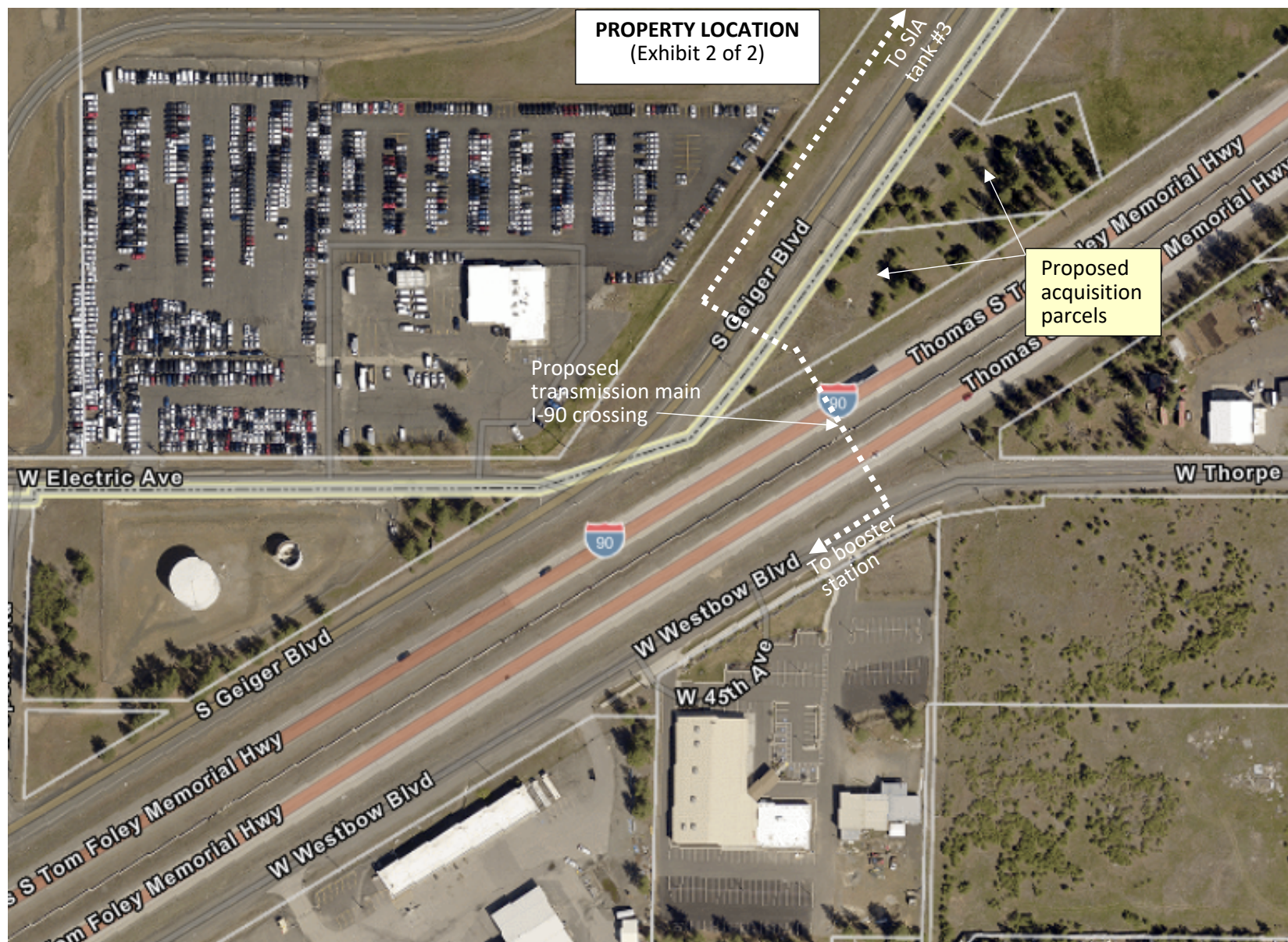
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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 projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

PROPERTY LOCATION
(Exhibit 1 of 2)





PROPERTY LOCATION
(Exhibit 2 of 2)

Proposed
transmission main
I-90 crossing

Proposed
acquisition
parcels

To SIA
tank #3

To booster
station

W Electric Ave

W Thorpe P

S Geiger Blvd

W Westbow Blvd

W 45th Ave

S Tom Foley Memorial Hwy
Tom Foley Memorial Hwy

Thomas S T
Thomas S T
Foley Memorial Hwy
Foley Memorial Hwy

**REAL ESTATE PURCHASE AND SALE AGREEMENT
CITY AS PURCHASER**

This Agreement, is made and entered into by and between the CITY OF SPOKANE, a Washington State municipal corporation (the "City" or "Purchaser") and, Santillanes & Sellers, LLC (the "Sellers" or "Owners") jointly referred to as the "Parties."

Whereas, the Purchaser and Seller are desirous of entering into an agreement whereby the Purchaser will purchase property owned by the Seller.

NOW, THEREFORE, in consideration of the following terms, conditions and covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **SALE OF PROPERTY.** Owner agrees to sell, convey and transfer to the Purchaser, and the Purchaser agrees to purchase, acquire and take from Seller, the real property located in the City of Spokane, Spokane County, Washington, legally described in Exhibit A hereto, and all hereditments, appurtenances, improvements, and buildings belonging or in any way appertaining (the "Property"). The foregoing shall be referred to as the "Transaction."

2. **PURCHASE PRICE.** The Parties agree that the purchase price for the Transaction is One Hundred Thirty Thousand Thirty and 00/100 Dollars, (\$130,000.00). The Parties acknowledge that the purchase price represents the fair market value of the property interests involved in the Transaction and Seller agrees it has not incurred any expenditures or costs in evaluating the same and that no appraisal review fee is due under RCW 8.25.020. The agreed upon amount is payable by City warrant at closing.

3. **CONDITION OF PROPERTY.** Purchaser offers to purchase the Property in an "as is" condition, with all physical defects, except those identified in paragraph 12, herein, including those that cannot be observed by casual inspection.

4. **REPRESENTATIONS OF SELLER.** The Seller hereby represents to the City the following:

A. To the best of Seller's knowledge there are no pending special assessments or condemnation actions with respect to the Property or any part

thereof, and Seller has no knowledge of any special assessment or condemnation actions being contemplated, and;

B. There is no pending litigation or suit threatened or asserted which could result in a lis pendens being lawfully filed against the Property, and;

C. Seller will cooperate with the City and execute all documents necessary to remove or release liens, assessments, encumbrances, mortgages or deeds of trust in order to deliver to the City marketable title to the Property;

D. Seller has good and marketable title and fee simple to the Property, which is not subject to any liens, encumbrances, restrictions, or easements of any kind except those which have been disclosed on the Commitment for Title Insurance received by the Purchaser; and

E. Neither the execution of this agreement, nor the performance of any of the terms or provisions hereof, violates, or shall violate, or conflicts with in any material aspect, or constitutes a default under, any existing contract, document, understanding, agreement, or instrument to which the Seller is a party, or by which the Seller may be bound.

5. **CLOSING**. The closing date shall be _____, at _____ a.m., unless another date or time is agreed to by the Parties. The place of closing shall be Spokane County Title, 1010 N. Normandie, Suite 100, Spokane, Washington (the "Title Company"). Seller shall be responsible and entitled to have all closing documents reviewed by its own counsel or agent prior to closing. The risk of loss to the improvements, if any, on the Property prior to closing shall be Seller's and in the event of damage or destruction, Purchaser shall be entitled to terminate this agreement. The City may postpone closing or terminate this agreement if it reasonably appears to the City that Seller has misrepresented the condition of title, marketability of the Property or any other matter contained in Paragraph 4, above.

6. **SELLER'S CLOSING DOCUMENTS**. At the closing, the Seller shall produce or execute:

- A. a Statutory Warranty Deed (The "Deed"), duly executed and acknowledged in a recordable form, conveying to the Purchaser marketable title to the Property free and clear of all liens, assessments, deeds of trust, mortgages, or encumbrances except those expressly agreed to by the Purchaser;
- B. a detailed statement, prepared by the escrow officer and/or the closing attorney, setting forth the appropriate adjustments and prorations to be made at the closing;

- C. a completed Seller's Disclosure Statement; and
- D. all other documentation reasonably required by the Purchaser.

7. EXPENSES.

A. Expenses of Seller. The Seller shall pay:

- (i) real estate taxes prorated to the date of closing;
- (ii) all assessments, liens, mortgages, deeds of trust or other encumbrances (i.e., real estate excise tax);
- (iii) real estate excise taxes due on the sale;
- (iv) title insurance premiums;
- (v) one-half of Title Company's escrow fee;
- (vi) the Seller's attorney fees; and
- (vii) all other expenses incurred by Seller which relate to the Property.

B. Expenses of Purchaser. The Purchaser shall pay:

- (i) all recording fees;
- (ii) its attorney fees;
- (iii) real estate taxes due after the closing date;
- (iv) one-half of Title Company's escrow fee; and
- (v) any reconveyance fees.

8. POSSESSION. The Owner shall deliver possession of the Property to the Purchaser on the date of closing.

9. TIME. Time is of the essence of this Agreement.

10. TITLE EXAMINATION. Purchaser reserves the right to order a Policy of Title Insurance covering the purchase of the Property in the amount of the cash

purchase price. In the event that Seller is unable to cure any title encumbrances which reasonably are unacceptable to Purchaser, the Purchaser may at its option: (1) terminate this agreement by written notice, whereupon no party shall have any further liability under this agreement; or (2) postpone the date of closing for up to sixty (60) days, during which time Seller shall use all reasonable efforts and expend reasonable sums as may be necessary to cure the objections of Purchaser. If the objections to title are not cured on or before the closing date, as postponed, the Purchaser may terminate this agreement or waive the objections to title.

11. COMMISSION. Seller warrants and represents to Purchaser that if any real estate brokerage commission or fees are payable, Seller hereby indemnifies Purchaser from and against any and all claims for any real estate brokerage commission fees which may arise as a result of any acts of the Seller. Any real estate fees will be paid by Seller at closing, unless agreed otherwise.

12. HAZARDOUS WASTE. To the best of Seller's knowledge the Property is not in violation of any federal, state or local law, ordinance, or regulation relating to the environmental conditions on, under, or about the Property, including but not limited to, soil and ground water conditions, and that during the time in which Seller owned the Property, neither Seller nor, to the best of Seller's knowledge, any third party has used, generated, stored, or disposed of on, under, or about the Property or transported to or from the Property any hazardous waste, toxic substances, or related materials (the "Hazardous Materials"). For the purposes of this paragraph, Hazardous Materials shall include, but is not limited to, substances defined as "Hazardous Substances," "Hazardous Materials," "Hazardous Waste," "Toxic Substances," in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and RCW Title 7 and the regulations promulgated pursuant to such laws.

Seller will indemnify and hold harmless the Purchaser from all required remediation, damage, claim or loss (including attorney fees incurred in defending any claim) arising from the placement, storage, disposal or release on the Property of any Hazardous Materials during such time as Seller was in possession or had any interest in the Property. This indemnification and hold harmless shall survive and not be merged into the deed delivered by Seller to Purchaser for the Property.

If prior to the closing date Purchaser discovers that the Property contains any Hazardous Waste, of which it has not been previously advised, the Purchaser may terminate this Agreement.

13. CONDEMNATION. Purchaser and Seller acknowledge that the Property is being purchased under the threat of condemnation pursuant to RCW Title 8.

14. NOTICES. Any notices required or permitted to be given shall be in writing and delivered either in person or by certified mail, return receipt requested, postage pre-paid, addressed as follows or such other address as may be designated by either party:

Purchaser: City of Spokane
Asset Management
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Copy to: Office of the City Attorney
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Seller: John + Rita Santillanes
2 W 3rd Ave
Spokane Wa 99201

Any notice given pursuant to this Agreement, shall be deemed effective the day it is personally delivered or three (3) business days after the date it is deposited in the United States mails.

15. ENTIRE AGREEMENT/MODIFICATION. This written Agreement constitutes the entire and complete Agreement between the Parties hereto and supersedes any prior oral or written agreements between the Parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth. No modifications of this Agreement and waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the Parties hereto.

16. BINDING EFFECT. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

17. GOVERNMENTAL APPROVAL. Seller acknowledges that this Agreement does not bind the City of Spokane until the Mayor executes this Agreement. The City employee acting through the Department of Real Estate will exercise best efforts to obtain the Mayor's approval.

In witness whereof, the parties hereto have signed this Agreement this 28th
day of April, 2022

CITY OF SPOKANE

By: _____
Mayor / City Administrator

Attest:

City Clerk

SELLERS

By: Rita Santellano

By: April 28-22

By: [Signature]

By: April 28-22

Approved as to form:

Assistant City Attorney

**EXHIBIT A
LEGAL DESCRIPTION**

Parcel #25333.0228

That portion of the Southwest Quarter of the Southwest Quarter of Section 33, Township 25 North, Range 42 East, W.M. and that portion of Lot 11 of Reitmeir's Suburban Homes Addition, as per plat thereof recorded in Volume "Q" of Plats, Page 6; and that portion of Lot 14, Glenwood Park Addition, as per plat thereof recorded in Volume "E" of Plats, Page 70, being more particularly described as follows:

COMMENCING at the Southwest corner of the East Half of the Southwest Quarter; thence North $00^{\circ}44'24''$ West along the West line of the East Half of the Southwest Quarter a distance of 374.87 feet to the Southwest corner of Lot 14 of said Glenwood Park Addition; thence North $60^{\circ}40'23''$ West a distance of 97.82 feet; thence North $35^{\circ}44'19''$ East a distance of 107.40 feet to the **TRUE POINT OF BEGINNING**;

Thence Northwesterly perpendicular with the centerline of P.S.H. No. 11 to the Southeasterly right of way line of said highway;

Thence Southwesterly to the Northwesterly right of way line of Interstate 90;

Thence Northeasterly along said right of way line to a point which bears South $65^{\circ}30'01''$ East from the **TRUE POINT OF BEGINNING**;

Thence North $16^{\circ}13'18''$ West a distance of 129.23 feet;

Thence South $71^{\circ}46'57''$ West a distance of 143.65 feet to the **TRUE POINT OF BEGINNING**;

EXCEPT All that portion lying Southerly of the North right of line of the vacated 100 foot wide Washington Water Power right of way; also being the Extension of the South line of said Lot 14 of Glenwood Park;

Parcel #25333.9039

That portion of the Southwest Quarter of the Southwest Quarter of Section 33, Township 25 North, Range 42 East, W.M. and that portion of Lot 11 of Reitmeir's Suburban Homes Addition, as per plat thereof recorded in Volume "Q" of Plats, Page 6; and that portion of Lot 14, Glenwood Park Addition, as per plat thereof recorded in Volume "E" of Plats, Page 70, being more particularly described as follows:

COMMENCING at the Southwest corner of the East Half of the Southwest Quarter; thence North $00^{\circ}44'24''$ West along the West line of the East Half of the Southwest Quarter a distance of 374.87 feet to the Southwest corner of Lot 14 of said Glenwood

Park Addition; thence North $60^{\circ}40'23''$ West a distance of 97.82 feet; thence North $35^{\circ}44'19''$ East a distance of 107.40 feet to the **TRUE POINT OF BEGINNING**:

Thence Northwesterly perpendicular with the centerline of P.S.H. No. 11 to the Southeasterly right of way line of said highway;

Thence Southwesterly to the Northwesterly right of way line of Interstate 90;

Thence Northeasterly along said right of way line to a point which bears South $65^{\circ}30'01''$ East from the **TRUE POINT OF BEGINNING**;

Thence North $16^{\circ}13'18''$ West a distance of 129.23 feet;

Thence South $71^{\circ}46'57''$ West a distance of 143.65 feet to the **TRUE POINT OF BEGINNING**;

EXCEPT All that portion lying Northerly of the North right of line of the vacated 100 foot wide Washington Water Power right of way; also being the Extension of the South line of said Lot 14 of Glenwood Park;

Exhibit A

Legal Description of the Property

Acknowledgment by Individual

WELLS
FARGO

State of Washington

County of Spokane

I certify that I know or have satisfactory evidence that John Santillanes (name of person) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated April 28th, 2022

Notary signature [Signature]

Title Notary Public

My appointment expires September 28th, 2024

Place Seal Here

JUSTIN HUNTER
COMMISSION NUMBER 60361
NOTARY PUBLIC
State of Idaho
My Commission Expires 09/28/2024

For Bank Purposes Only

Description of Attached Document

Type or Title of Document

Exhibit A Legal description Parcel # 25333.0228 Real Estate Purchase and Sale Agreement city as purchaser

Document Date

April 28th, 2022

Number of Pages

7

Signer(s) Other Than named Above

Rita Santillanes

Account Number (if applicable)



F001-000DSG5350WA-01

Acknowledgment by Individual

WELLS
FARGO

State of Washington

County of Spokane

I certify that I know or have satisfactory evidence that Rita Santillanes (name of person) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated April 28th, 2022

Notary signature [Signature]

Title Notary Public

My appointment expires September 28th, 2024

Place Seal Here



For Bank Purposes Only

Description of Attached Document

Type or Title of Document

Exhibit A Legal Description Parcel # 25333.0228 Real Estate Purchase and sale agreement city as purchaser

Document Date

April 28th, 2022

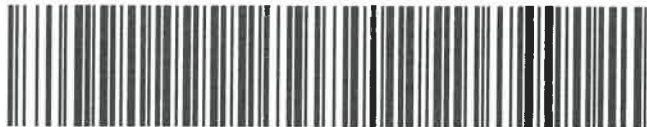
Number of Pages

7

Signer(s) Other Than named Above

John Santillanes

Account Number (if applicable)



F001-000DSG5350WA-01



Agenda Sheet for City Council Meeting of:
05/16/2022

Date Rec'd	5/4/2022
Clerk's File #	OPR 2022-0347
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2019108
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	AGENDA ITEM NAME 0370 – LOW BID AWARD – TO BE DETERMINED		

Agenda Wording

Low Bid of (to be determined at bid opening to be held on May 9, 2022) (City, ST) for NSC - Wellesley Avenue Phase 2 Haven Street to Market Street - \$_. An administrative reserve of \$_, which is 10% of the contract price, will be set aside.(Hillyard

Summary (Background)

On May 9, 2022 bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$_____, which is \$_____ or _____% (above/below) the Engineer's Estimate of \$4,287,465.00; _____ other bids were received as follows: (to be determined). All information will be provided prior to the 5/16/22 council meeting.

Lease? NO	Grant related? NO	Public Works? YES
<u>Fiscal Impact</u>	<u>Budget Account</u>	
Expense \$ 0	# 3200-47110-95300-56501-86068	
Expense \$ 0	# 3200-49198-95300-56501-86068	
Expense \$ 0	# 4250-47110-94340-56501-15802	
Select \$	#	
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session\Other</u> PIES 4/25
<u>Division Director</u>	FEIST, MARLENE	<u>Council Sponsor</u> CM Kinnear
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
<u>Additional Approvals</u>		kgoodman@spokanecity.org
<u>Purchasing</u>		jgraff@spokanecity.org
		ddaniels@spokanecity.org
		pyoung@spokanecity.org

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	NSC – Wellesley Ave. Phase 2
Summary (Background)	<ul style="list-style-type: none"> • This project lowers the grade of the Wellesley Market intersection and its approaches in order to tie in to WSDOT's new RR & freeway undercrossing. • Also included in the project are associated utility replacements. • See attached project area exhibit. • Work is planned this summer and fall. • Because this work will require full closure of the Market/Wellesley intersection, Haven St. will be converted to two way traffic and Market St. will be open outside the construction area. It is estimated this phase of the project will require 2 months to complete. • During construction of the Haven/Wellesley intersection, Market St. will be converted to two way traffic and Haven St. will be open outside the construction area. It is estimated this phase of the project will require 2 months to complete. • Business open signs will be installed at each intersection along the Haven and Market detours to inform drivers where to turn. • This project is entirely funded by WSDOT.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
Fiscal Impact: Total Cost: Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	

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

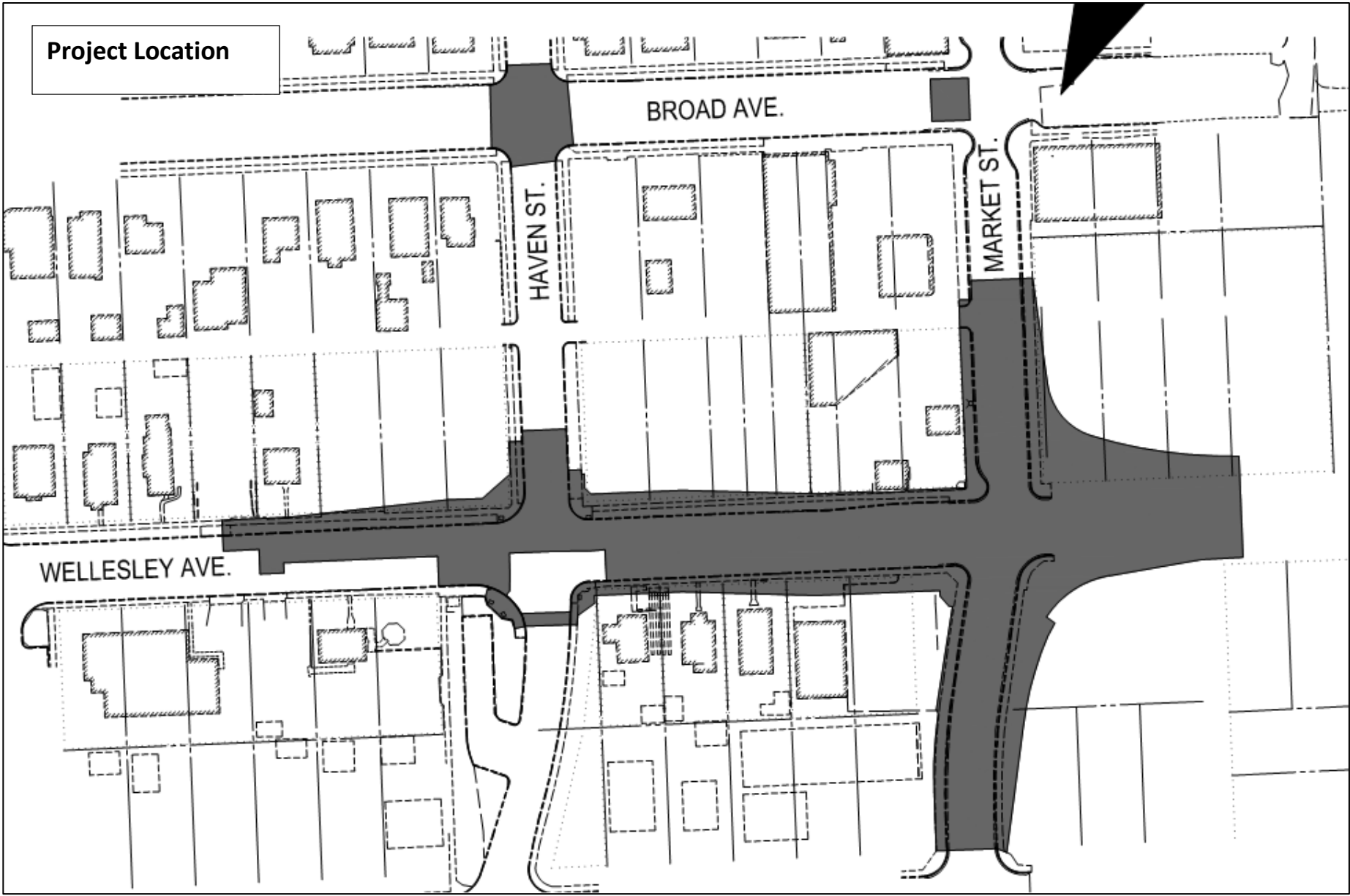
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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 projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.



Project Location

BROAD AVE.

HAVEN ST.

MARKET ST.

WELLESLEY AVE.

NSC



Agenda Sheet for City Council Meeting of:
05/16/2022

Date Rec'd	5/3/2022
Clerk's File #	OPR 2022-0348
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	5900 DISH NETWORK – CELL ANTENNA, MASTER SITE AGREEMENT		

Agenda Wording

The City of Spokane currently leases space on existing City of Spokane utility structures, generally on water reservoirs. Each provider operates under a Master Lease Agreement that creates the framework for the individual site lease terms.

Summary (Background)

The DISH network desires to enter into a Master Lease Agreement for the placement of cellular equipment at multiple locations as a new vendor. This Master Lease Agreement captures the framework for this new arrangement. Subsequently there are two specific Site Lease Agreements corresponding to two existing reservoir locations (2216 West Strong Rd & 5717 South Parkridge Blvd.) that will approved concurrently.

Lease? YES Grant related? NO

Public Works? NO

Fiscal Impact

Budget Account

Revenue	\$ 38,400.00	# 0020-88100-99999-36291-89278 Strong Rd
Revenue	\$ 38,400.00	# 0020-88100-99999-36291-89258 Parkridge Blvd
Select	\$	#
Select	\$	#

Approvals

Council Notifications

<u>Dept Head</u>	TEAL, JEFFREY	<u>Study Session\Other</u>	5/2/22 PSCHC
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u>	CM Cathcart
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>		dstele@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	laga@spokanecity.org	
<u>Additional Approvals</u>		kbustos@spokanecity.org	
<u>Purchasing</u>		jsakamoto@spokanecity.org	
<u>ACCOUNTING - LEASE</u>	BAIRD, CHRISTI	kyoung@spokanecity.org	

Committee Agenda Sheet

Public Safety

Submitting Department	FACILITIES
Contact Name & Phone	Dave Steele, 625-6064
Contact Email	dsteale@spokanecity.org
Council Sponsor(s)	Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	DISH NETWORK – CELL ANTENNA, MASTER SITE AGREEMENT
Summary (Background)	<p>The City of Spokane currently leases space on existing City of Spokane utility structures, generally on water reservoirs. Each provider operates under a Master Lease Agreement that creates the framework for the lease such as term, rate, approval process, etc.</p> <p>Subsequently each individual site (or reservoir location) is identified and leased through a Site Lease Agreement, specific to the structure being mounted on and location parameters.</p> <p>The DISH network desires to enter into a Master Lease Agreement for the placement of cellular equipment at multiple locations as a new vendor.</p> <p>This Master Lease Agreement captures the framework for this new arrangement. Subsequently there are two specific Site Lease Agreements corresponding to two existing reservoir locations (2216 West Strong Rd & 5717 South Parkridge Blvd.) that will approved concurrently.</p>
Proposed Council Action & Date:	Agreement of the Master Site Agreement and Site Lease Agreements 5/16/2022
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) REVENUE	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? NA	

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?

NA

MASTER LICENSE AGREEMENT

This Master License Agreement, dated as of _____, 202__, is made by and between the City of Spokane, a municipal corporation of the State of Washington ("Licensor" or "City"), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("Licensee"). Licensor and Licensee may be referred to where appropriate individually as a "Party" or collectively as the "Parties."

RECITALS

Licensor owns or has other legal rights to certain property (land, improvements to that land, and structures on that land) Licensee wishes to obtain a license to use certain portions of Licensor's property for purposes of locating unmanned radio communications and direct support equipment, including, but not limited to, transmitters, receivers, antennas, remote radio units, surge protection devices, junction/ distribution boxes, amplifiers, remote tilt units, diplexers, triplexers, couplers, trays, enclosures, junction boxes, hangers, pull boxes, racks, mounts, sleds, and grounding wiring, feed lines, combiners, batteries, chargers, and all other appurtenant equipment, devices, and fixtures that may be used in connection with an FCC-licensed communications facility (collectively, the "Equipment") on such property. The specific portion of Licensor's property at each individual location licensed to Licensee will be referred to as the "Premises" and shall include a portion of Licensor's real property as specified in each particular SLA, together with space on Licensor's water tower or other structure. Each Licensor property that is subject to an SLA shall be referred to individually as a "Site" and collectively as the "Sites."

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. MASTER LICENSE AGREEMENT

This Agreement contains the basic terms and conditions upon which each Site is licensed by Licensor to Licensee. When the Parties agree on the particular terms for a Site, the Parties will execute a completed Site License Acknowledgment (a "SLA") in the form attached as Exhibit A. Each executed SLA is deemed to be a part of this Agreement. The terms and conditions of the SLA will govern and control if there is a discrepancy or inconsistency between the terms and conditions of any SLA and this Agreement. Licensee may record a memorandum of the SLA. Upon termination of the SLA for any reason, Licensee will record a notice of termination of the SLA if Licensee previously recorded a memorandum of the SLA.

2. USE

Subject to the terms and conditions contained in this Agreement and the SLA relating to the Site, Licensor grants a license to Licensee and Licensee accepts a license from Licensor for the Site(s). The license granted to Licensee under this MLA and each applicable SLA shall not be revocable at will; rather, this MLA and each applicable SLA may only be terminated in accordance with the termination rights expressly granted to each Party therein.

2.1 A Site may be used by Licensee only for the installation, operation, upgrading, repair, maintenance and removal of a communications facility including, without limitation, the Equipment, Licensee-owned buildings and cabinets, antenna support structures, and utilities, all as more specifically described in the applicable SLA ("Communications Facility"), which shall

include the right to replace, repair add, or otherwise modify Licensee's Equipment and the frequencies over which the Equipment operates ("Permitted Use"). Licensee shall comply with all applicable laws, statutes, codes, orders, ordinances, rules and regulations ("Applicable Laws") issued by any of federal, state, local or other authorities having jurisdiction over the Communications Facility, the Parties, the SLAs, or this MLA ("Governmental Authority").

2.2 Licensee shall install, maintain, remove, upgrade and operate at the Site only the Licensee Communications Facilities at Licensee's sole cost and expense (including the cost of any necessary testing of and/or modifications to Licensor's equipment). Licensee may add, replace or modify Licensee's equipment within the Premises ("Permitted Modifications"), including those which allow Licensee to: (i) modify or add additional technologies; and (ii) modify or add equipment within the Premises; in either case, without incurring any increase in the then-current License Fee, or other modification of the terms and conditions set forth in the SLA. For any modification or addition that is not a Permitted Modification, Licensee shall seek Licensor's approval of Licensee's installation plans and specifications prior to commencing any such addition or modification.

2.3 The types of Sites potentially available to Licensee by Licensor include water towers, raw land, and such other Licensor owned structures as the Parties may mutually agree to include. Licensor has the right to define the level of reasonable coordination required for the installation, maintenance, and repairs of Licensee's Communications Facilities at the Sites. Such levels of coordination shall be defined within each SLA. Licensor and Licensee will coordinate the initial construction and installation of Licensee's Communications Facilities within sixty (60) days after receiving Licensee's request.

2.4 Licensee acknowledges that the license to use the Site is secondary to Licensor's operations, maintenance, and related activities, which are the primary uses of the Site. Accordingly, if there is a casualty to any of Licensor's equipment on or adjacent to a Site and it is necessary to temporarily relocate the Premises so that the Site may be used for restoration or other activities necessary to ensure such continued Licensor operations, maintenance and related activities, then Licensor will permit Licensee to utilize temporary facilities on or adjacent to the Site and shall cooperate, and shall otherwise comply with reasonable requests made by Licensor to the extent necessary to restore or maintain services to Licensor's customers, in the sole discretion of Licensor. Licensor shall provide six (6) months' notice in advance of any scheduled construction or maintenance activities that will require the Licensee to temporarily relocate the Licensee's equipment. In cases of emergencies, Licensor will make a good faith effort to give as much advance notice to Licensee as is possible under the circumstances and, following such notice, the Parties will together in good faith to temporarily relocate the Premises so that the Communications Facilities do not interfere with the Licensor's emergency use of the Site. In all cases, it remains the responsibility of the Licensee for the temporary relocation of Licensee's Premises and Communications Facilities.

2.5 Nothing in this Agreement shall prohibit Licensor from entering into agreements with third parties for the use of the Site for communication and other purposes unless such agreement would materially affect Licensor's ability to comply with the terms, conditions, and obligations under this MLA or the applicable SLA for the Site. Any radio communication equipment proposed to be installed on the Site pursuant to such agreement shall be subject to requirements substantially equivalent to those set forth in Section 9.4 hereof.

2.6 Licensee shall, at Licensee's expense, prepare, file, or otherwise request all certificates,

permits, approvals, and other authorizations that may be required by any Governmental Authority (collectively, "Governmental Approvals"). The Parties acknowledge and agree that Licensee's ability to lawfully use the Premises at each Site is contingent upon Licensee obtaining such Governmental Approvals. Licensee will endeavor to obtain all such Governmental Approvals in a prompt and timely manner.

2.7 Licensors shall cooperate with Licensee in its efforts to obtain such Governmental Approvals by executing such appropriate documents and applications as may be required by virtue of Licensors' ownership of, or rights in, each applicable Site, after such documents and applications have been prepared by Licensee for submittal to the applicable Governmental Authority with jurisdiction in order for Licensee to obtain the necessary licenses, permits or other approvals from such governmental agency to use the Site as contemplated by this Agreement and the applicable SLA; provided, however, that Licensors shall not under any circumstances be obligated to execute any application or other document that, in Licensors' reasonable judgment, will in any way impair, limit or adversely affect Licensors' rights in or ownership or use of the Site or which creates an unjustifiable liability to Licensors.

2.8 Licensee acknowledges its understanding that Licensors has adopted a policy of encouraging the collocation of communication facilities on towers and monopoles within the City of Spokane. Licensee agrees that if Licensee constructs a communications tower or monopole on any City property, the tower or monopole will be constructed to accommodate equipment of up to two additional potential users; provided that such equipment is substantially similar in size and weight to that utilized by Licensee. Upon completion of construction, Licensee shall provide the City with a certified statement (and supporting documentation) that sets forth the actual design, construction and development cost of the communications tower or monopole. Licensee shall be entitled to charge each subsequent user its pro rata share of the design, construction and development costs plus an annual administration fee. The annual administration fee is for Site management and shall not exceed twenty percent of the total cost of the communications tower or monopole plus a fair pro rata share of maintenance expenses to be approved by Licensors.

A potential user will be entitled to install communication equipment on the tower or monopole constructed by Licensee when it has entered into a ground lease agreement with the Licensors and a tower agreement with the Licensee. Licensee's tower agreement with the potential user must be approved by the Licensors prior to the potential user locating any equipment on Licensors' property or the communications tower or monopole. Licensors will not unreasonably withhold condition or delay said approval.

All potential users are required to install wireless facilities according to all applicable industry standards and must be licensed. All license or other fees resulting from such co-location shall be payable to Licensors unless otherwise specifically agreed in the applicable SLA.

3. TERM

The initial term of this Agreement ("Initial Term") is five (5) years commencing on the date specified on page 1 of this Agreement ("Effective Date"). The Initial Term for a SLA will be five (5) years and will commence on the "Commencement Date" of such SLA, unless otherwise terminated as provided in this Agreement. The Commencement Date of a SLA shall be the first day of the month following (i) 120 days after full execution of the SLA; or (ii) commencement of construction of the Communications Facilities, whichever occurs first. Each SLA will be

automatically renewed for three (3) additional terms of five (5) years (the "Renewal Term"), unless Licensee provides Licensor notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or then current Renewal Term of the SLA. Licensee may enter the Site stated in the SLA before the Commencement Date, to the extent such entry is related to engineering surveys, inspections, or other reasonably necessary tests required prior to construction and installation of Licensee's Communications Facility subject to the conditions addressed in Section 12 "Access to the Site." The term of this Agreement will be automatically renewed for three (3) additional Renewal Terms of five (5) years, unless Licensee provides Licensor notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or then current Renewal Term of this Agreement. In the event that the Parties do not extend this Agreement beyond the Renewal Term, the terms and conditions of this Agreement shall survive and continue to govern any remaining SLAs in effect until each SLA expires or is earlier terminated.

4. TERMINATION

4.1 In addition to any other rights to terminate a SLA or this Agreement, Licensor may elect to terminate a SLA and all of Licensee's rights to the Site if any Equipment placed on the Site by Licensee unreasonably interferes with any equipment located on the Site prior to the date on which the SLA is executed, unless Licensee eliminates the interference, or resolves the interference to the satisfaction of Licensor, within thirty (30) days of the date of such notice; provided, however, that Licensee shall have such additional time beyond the original ten (10) day period if Licensee temporarily eliminates, or resolves to Licensor's satisfaction, the interference during the original ten (10) day period and thereafter continuously pursues a permanent cure to the interference.

4.2 In addition to any other event of termination of a SLA or this Agreement, Licensee shall have the right to terminate a SLA upon thirty (30) days prior written notice upon the occurrence of any of the following:

- (a)** Any application for Governmental Approvals required for the Site is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or
- (b)** Licensee determines, in its sole and absolute discretion, that any Governmental Approval cannot be obtained in a timely commercially manner; or
- (c)** Any previously issued Governmental Approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable Governmental Authority; or
- (d)** If Licensee determines that the Site is not acceptable or appropriate for its operations for any of the following reasons:
 - (i)** environmental concerns including without limitation conditions that violate applicable law, that may limit or prevent Licensee from constructing, maintaining or operating the Licensee Facilities, or that pose unreasonable financial, health, or safety risks to Licensee, or Licensee's employees, agents, or contractors;
 - (ii)** changes in Applicable Law which prohibit or adversely affect Licensee's ability to operate the Communications Facility or Equipment, in whole or in part, at the Premises or

(iii) technological reasons, including without limitation, signal strength, coverage or interference.

4.3 In addition to any other rights to terminate a SLA or this Agreement, Licensor shall have the right to immediately terminate this Agreement in the event that, because of the existence of this Agreement (individually or in conjunction with other such agreements), any court, regulatory, or governmental entity having jurisdiction issues any final order that Licensor is a "Telecommunications Company" or that Licensor is providing "Telecommunications Service," as defined in any federal or Washington State statute or regulation. In such event Licensor shall, before the effective date of any termination, and if Licensee so elects, negotiate in good faith with Licensee to amend this Agreement and the applicable SLAs, if necessary, in a manner that prevents Licensor from being designated as a Telecommunications Company or as providing Telecommunications Service.

Should Licensor become aware of any pending legislation, litigation, or regulatory change which is likely to result in Licensor being designated as a Telecommunications Company or as providing Telecommunications Service, Licensor shall promptly notify Licensee thereof. Licensee, at its sole cost and expense, may contest such legislation, litigation, or regulatory action, including rights of legal challenge and appeal to effect elimination of designation and Licensor shall support such activities of Licensee provided that such support shall not result in any cost or expense to Licensor.

Licensee shall have a reasonable period of time, not to exceed such period of time as may be prescribed by (or in conjunction with) the final, unappealable order designating Licensor as a Telecommunications Company or as providing Telecommunications Service, within which to secure alternate facilities and to disconnect and remove all of its property from Licensor's Site, and this Agreement as well as any applicable SLA(s) shall terminate upon the expiration of such period. If such final order specifies an earlier date of termination, then this Agreement shall terminate on the date so specified, unless Licensee is diligently prosecuting in good faith an appeal or other legal challenge to the final order and pending, such appeal or challenge, the effectiveness of such final order is stayed or its applicability to Licensor is otherwise suspended.

4.4 In addition to any other rights to terminate a SLA or this Agreement, Licensor shall have the right to terminate this Agreement upon notice in advance to Licensee, if the existence of this Agreement (individually or in conjunction with other such agreements) creates an adverse impact upon Licensor's ability to issue tax exempt debt. In such event Licensor shall, before the effective date of any termination, and if Licensee so elects, negotiate in good faith with Licensee to amend this Agreement to eliminate the adverse impact.

Should Licensor become aware of any pending legislation or regulatory change which is likely to have an adverse impact upon Licensor's ability to issue tax-exempt debt as a result of this Agreement (individually or in conjunction with other such agreements), Licensor shall promptly notify Licensee thereof. Licensee, at its sole cost and expense, may contest such legislation or regulatory action, including rights of legal challenge and appeal to effect elimination of such adverse impact and Licensor shall support such activities of Licensee provided that such support shall not result in any cost or expense to Licensor.

Notwithstanding the foregoing, Licensor retains the right to terminate this Agreement at any time if, in its sole judgment, this Agreement individually or in conjunction with other such agreements

creates an adverse impact on its ability to issue tax-exempt debt; however, Licensor agrees that it will not terminate this Agreement until the latest reasonable date as determined by Licensor, so as to afford Licensee as much time as reasonably possible to make arrangements for relocation of its facilities.

4.5 Intentionally omitted.

4.6 If the Licensee terminates this Agreement, any prepaid Annual Fees (as described in Section 5 below) shall be retained by Licensor; provided that if such termination is pursuant to Sections 4.7, 8.6, 9.9, 18.2, 21.1, 21.3, 21.4, 23.3, 26.2(b), 26.2(c) and 26.2(d) hereof, such Annual Fees will be prorated to the date of such termination and the unused portion returned to the Licensee. If Licensor terminates this Agreement, any prepaid Annual Fees will be refunded to Licensee on a pro rata basis; except that no refund will be issued if termination is based upon Default of Licensee as set forth in Sections 23.1 and 23.2.

5. FEES

5.1 MONTHLY FEE

The "Monthly Fee" for each SLA shall be Three Thousand Two Hundred and 00/100 Dollars (\$3,200.00) (the "Base Fee"), and shall increase thereafter on each anniversary of the Commencement Date of the applicable SLA by three percent (3%) per year on an annual basis ("Adjusted Base Rent"). Licensee shall also be responsible for paying applicable leasehold excise tax required by Chapter 82.29A RCW. The burden is on the Licensee to show that it falls within a legal exemption from said excise tax.

The initial installment of the Monthly Fee, as adjusted per this section 5.1, shall be paid within twenty (20) days after the Commencement Date and each subsequent installment shall be paid on or before the fifth (5th) day of each month thereafter for the remainder of the Term. The Fee shall be payable to City at:

City of Spokane
Water Department
808 West Spokane Falls Blvd
Spokane, WA 99201

5.2 APPLICATION FEE

With respect to any Site which Licensee is or may be interested in licensing pursuant to this Agreement, Licensor shall provide, at the request of and at no charge to Licensee, general information pertaining to such Site such as its availability, ownership status and/or applicable easement rights, availability of utilities, and Licensor's future plans for usage of the Site to the extent available, and subject to change without notice. Any further request for preliminary information and/or submittal of a proposed SLA regarding such Site shall be accompanied by a nonrefundable application fee of \$750.00, which shall cover the average Licensor costs of processing such request for additional information and/or proposed SLA; provided that only one Application Fee shall be charged per proposed Site.

5.3 ESCORT AND BUILDING FEES

Licensee shall reimburse Licensor for any and all reasonable out of pocket costs and expenses actually paid by Licensor in connection with providing escorts at Site(s) and in connection with services performed by Licensor at Licensee's prior written request within thirty (30) days after submittal of a statement of such reasonable costs and expenses and reasonable supporting documentation. Without limiting the generality of the foregoing, amounts recoverable by Licensor hereunder shall consist of reasonable and satisfactorily documented applicable engineering, construction, supervision, and administrative overheads, transportation, employee expenses, reproduction and/or graphic services, supplies, telephone service and other expenses.

5.4 INTEREST

If Licensee fails to pay any Fee within thirty (30) business days of when due, such amount will bear interest until paid at the rate of one and one-half percent (1.5%) per month or at the highest rate permitted by law, whichever is lower, provided interest shall not accrue unless and until Licensee receives written notice of such past due amount.

5.5 LATE FEE

If Licensee fails to pay any Fee within thirty (30) business days of when due, Licensor may require that Licensee pay to Licensor a late fee of \$150. The late fee is in addition to the interest Licensor may assess under Section 5.4 of this Agreement.

5.6 OTHER AMOUNTS

Any sums due to Licensor under this Agreement which are not specifically defined as "Monthly Fees" are deemed additional fees and are subject to the interest charges and late fees specified in Sections 5.4 and 5.5 and any other provisions of this Agreement which address License Fees.

6. SITE LICENSE APPROVAL

6.1 Except as otherwise expressly stated herein, Licensee has the right at its sole cost and expense to erect, maintain, replace and operate at each Site only that Communications Facility specified on a SLA. Prior to commencing any installation or material alteration of a Site, the Parties shall have executed an SLA, in the form attached hereto as Exhibit A, for the Site. Each SLA shall be executed by Licensor only after any review, consideration, or approval of the City of Spokane City Council required by Applicable Law. Licensee shall specify its proposed installation of utilities to the Site in the applicable SLA and shall provide Licensor with prior written notice of such installation; provided that if the proposed route interferes with Licensor's current or imminently planned use of the Site, the Licensor may require an alternative, commercially reasonable route or require a specific, commercially reasonable method of installation to avoid such interference. Unless otherwise directed in writing by Licensor, Licensee shall submit each proposed SLA to:

For Equipment located on Water Department Sites:

Name: Principal Engineer
Water Department – Engineering
City of Spokane
909 E North Foothills Dr
Spokane, WA 99207-2794

Address: City of Spokane
Facilities Department
808 W Spokane Falls Blvd
Spokane, WA 99201

6.2 Licensee shall install the Equipment and Communications Facility in strict accordance with:

- (a) The terms of the approved SLA;
- (b) Licensor approved plans and construction drawings ("Plans");
- (c) Any conditions or qualifications specified by Licensor in the Plans or SLA; and
- (d) The provisions of this Agreement, to the extent this Agreement is not inconsistent with the Plans or the SLA.

6.3 Licensee shall reimburse Licensor for any and all reasonable out of pocket costs and expenses actually paid by Licensor in connection with services performed by Licensor at Licensee's prior written request (whether prior to or after the submittal of a proposed SLA) within thirty (30) days after submittal of a statement of such reasonable costs and expenses and reasonable supporting documentation. Without limiting the generality of the foregoing, amounts recoverable by Licensor hereunder shall consist of reasonable and satisfactorily documented applicable engineering, supervision, and administrative overheads, transportation, employee expenses, reproduction and/or graphic services, supplies, telephone service and other reasonable and satisfactorily documented expenses.

6.4 Any structural work on a structure on the Site, or any work involving a material alteration of any portion of the Site, must be approved by a licensed structural engineer at Licensee's sole cost and expense. For purposes of the foregoing, Licensee's subsequent changing out of Equipment previously installed at a Site with Equipment of substantially the same size in the course of repairs or upgrading of electronic equipment will not be deemed to be a material alteration; provided, however, that any increase in the number of antennae at a Site or change in the height or placement of such antennae shall be deemed a material alteration.

6.5 In the event Licensee shall install or materially alter any Equipment, Communications Facility or portion thereof on Licensor's property or facilities without obtaining Licensor's written approval of a SLA relating to such installation or material alteration, Licensee shall pay, in addition to the fees payable pursuant to Section 6.3 and 6.4 above, a retroactive monthly charge for each month of such unauthorized installation in the amount equal to the Monthly Fee described in Section 5.1. In addition, Licensee shall immediately submit to Licensor a SLA for such installation or alteration and, to the extent a mutually acceptable SLA cannot be negotiated within a reasonable period of time, shall promptly remove such facilities (or, with respect to materially altered facilities, shall return such altered facilities to the state specified in the original SLA) upon written notice from the Licensor, in accordance with the requirements set forth in Section 22 hereof. In the event Licensee cannot provide documentation satisfactory to Licensor, in Licensor's sole discretion, as to the actual date of such unauthorized installation or alteration, Licensee shall be liable for accrued charges for such installation or alteration for a period of two (2) years preceding the date of discovery by Licensor of such unauthorized installation or alteration.

7. SITE ACCEPTANCE

7.1 For purposes of Section 7.2 below, Licensee will be deemed to have accepted the Site only at the time Licensee commences installation of the Equipment at the Site pursuant to the SLA executed by Licensor and Licensee; provided that Licensee's failure to so accept such Site shall not be grounds for termination of the SLA relating to such Site except as provided in Section 4 hereof. Conducting feasibility and cost assessments and other inspections and pre-commencement activities permitted in this Agreement on the Site is not deemed to be acceptance. The Parties acknowledge and agree that Sections 7.2 – 7.4 shall not apply to Environmental Hazards, including without limitation, the rights and obligations of the Parties as set forth in Section 25 of this Agreement.

7.2 Acceptance of the Site by Licensee is conclusive evidence that Licensee:

- (a)** Accepts the Site as suitable for the purpose for which it is licensed;
- (b)** Accepts the Site and any structure on the Site and every part and appurtenance thereof AS IS, with all faults; and
- (c)** Waives all claims against Licensor in respect of defects in the Site and its structures and appurtenances, their habitability or suitability for any permitted purposes, except:
 - (i)** As expressly provided otherwise in the SLA or this Agreement;
 - (ii)** To the extent the claim results from the negligent act of Licensor, its employees, agents or contractors; or
 - (iii)** If resulting from a known claim by a third party not identified by Licensor in its representations under this Agreement.

7.3 Licensor does not warrant the suitability of any particular Site for the purposes for which Licensee may desire to use it; nor does Licensor warrant the adequacy of any Site's location, its condition, or the condition of any structure or appurtenances for any purpose. Licensee takes each Site "AS IS," "WHERE IS," and "WITH ALL FAULTS."

7.4 Notwithstanding the foregoing, Licensee may terminate an SLA by written notice upon discovering any fault or defect in a Site or its structures and appurtenances that unreasonably interferes with, hinders, or otherwise limits Licensee's ability to install, operate, and/or maintain the Communications Facility unless Licensor agrees to correct such fault or defect to Licensee's satisfaction and without unreasonable delay; provided, upon such termination by Licensee, Licensee shall remove the Communications Facility and all related appurtenances and restore the site to the condition it was in prior to Licensee's installation of the Communications Facility..

8. PERFORMANCE OF THE WORK

8.1 The installation, maintenance, repair, relocation and removal of Equipment and other work performed in connection with this Agreement is collectively referred to herein as the "Work."

8.2 Except as otherwise agreed upon by the Parties in writing, Licensee shall furnish all personnel, supervision, labor, transportation, tools, equipment and materials for performance of the Work. All Work will be undertaken at Licensee's sole cost and expense. Licensee shall expeditiously and efficiently perform the Work in accordance with the SLA and the provisions of this Agreement. Licensee shall not independently hire any Licensor employee to perform any of the Work (e.g., other than in the course of his or her employment with Licensor with respect to Work that Licensor agrees to perform for Licensee).

8.3 Licensee shall perform the Work in a workmanlike and skillful manner and (a) the Equipment will be safe when used in conformance with manufacturers' and installers' guidelines; (b) of quality consistent with industry standards; (c) in conformance with such requirements and specifications as Licensor shall from time to time reasonably prescribe after thirty (30) days' written notice; and (d) in compliance with all Applicable Laws pertaining to the construction, operation and maintenance of communications facilities, including without limitation, the requirements of the latest edition of the National Electrical Safety Code.

8.4 Licensee shall promptly and satisfactorily correct or replace any Work found to be defective or not in conformity with the requirements of this Agreement. Licensor shall notify Licensee in writing and shall specifically identify the exact manner in which the Work is or may be defective or non-conforming. Licensee shall be afforded a reasonable period of time to inspect such claim. If Licensee fails or refuses to make any undisputed corrections, repairs, or replacements within thirty (30) days of Licensor's written notice, then Licensor may make such undisputed corrections, repairs, and replacements in coordination with Licensee, at Licensee's sole cost and expense and Licensee shall reimburse Licensor for the reasonable out of pocket costs and expenses actually incurred by Licensor in performing such work.

8.5 Installation of the Equipment on a structure must not adversely affect the structural integrity or maintenance of the Site or any structure or improvement on the Site and any Equipment installed on the Site shall be reasonably inconspicuous as determined by the express requirements of the individual SLA. The parties agree that Licensee may have a structural analysis report ("Structural Report") prepared by a licensed engineer in connection with any proposed installation of (or addition/modification to) the Equipment. Provided that the Structural Report concludes that the tower, structure, or improvement has sufficient structural capacity to accommodate Licensee's proposed Equipment based on then current engineering standards, then the Equipment will be deemed *not* to adversely affect the structural integrity of the Site or any structure or improvement thereon.

8.6 Installation of the Equipment or the Work is subject to preemption by Licensor due to Licensor's work to restore its operations on the Site; however, such preemption shall occur only in an emergency situation, as reasonably determined by Licensor, and with reasonable notice to Licensee (within twenty-four (24) hours) of such emergency. Licensee may, in compliance with all applicable rules and regulations including without limitation the temporary use requirements of SMC 17C.355A.140, immediately erect on the Site or an unused portion of the Site a temporary Communications Facility, including any supporting structure, while Licensor during any period of preemption; provided that (i) Licensee will provide Licensor with prior written notice of the proposed location of such temporary facility and an opportunity to inspect such facility upon its completion; (ii) if such proposed location interferes with Licensor's current or potential use of the Site during preemption, Licensor may require Licensee to change such proposed location to a more suitable location within or outside of the Site; (iii) Licensor shall proceed diligently to resolve the emergency requiring such preemption; and (iv) such a temporary Communication Facility will be removed by Licensee within thirty (30) days of expiration of the preemption period. Alternatively, upon the occurrence of a preemption, the Annual Fee shall be abated on a prorated basis for the duration of the preemption, or Licensee may terminate the SLA upon thirty (30) days' notice to Licensor and subject to Section 4.6.

8.7 Licensee shall ensure that all personnel who perform the Work shall be fully experienced and properly qualified to perform the same.

8.8 Licensee hereby acknowledges that Licensor employs workers covered by one or more collective bargaining agreements. In the event of any actual or potential labor dispute between Licensor and its workers that is, in whole or in part, based upon or otherwise arises out of the performance of the Work or this Agreement, Licensee will cooperate with Licensor as is reasonable.

8.9 Licensee shall, at all times, keep the Site reasonably cleared of all rubbish, refuse and other debris and in a neat, clean and safe condition. Upon completion of any portion of any of the Work, Licensee shall promptly remove all rubbish, refuse, debris and surplus materials.

8.10 The Work and the Equipment (i.e., as it relates to the Work) shall at all times be subject to reasonable visual inspection by Licensor. No inspection, delay or failure to inspect, or failure to discover any defect or non-compliance by Licensor shall relieve Licensee of any of its obligations under this Agreement.

8.11 Licensee shall give immediate attention to, and shall use reasonable efforts to promptly, courteously and equitably respond to, adjust and settle (without obligating Licensor in any way), all complaints received by Licensee from third parties arising out of or in connection with performance of the Work. Licensee shall promptly notify Licensor of all such complaints and any action taken (or to be taken) in connection therewith. In handling any complaints, Licensee shall use its best efforts to maintain and promote good public relations for Licensor.

9. MINIMUM STANDARDS FOR COMMUNICATIONS SITES

9.1 Licensor retains the right to visually inspect Licensee's equipment at any reasonable time to ensure compliance with Site standards presently in effect or as may be amended. This clause shall not be construed as a duty to inspect.

9.2 Each transmitter at the Site will be identified with a copy of the Federal Communications Commission (FCC) compliance documentation, SLA document number, name of person or service agency responsible for repairs, their telephone number, equipment receive frequency, and equipment transmit/receive tone frequencies.

9.3 All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria, to minimize spurious radiation and intermodulation products. In addition, transmitters in the 1950 to 1965 Mhz range shall have at least 30 dB of isolation followed by either a low pass filter and a bandpass cavity with at least 45 dB of attenuation 1.0 Mhz removed from the operating frequency or simply the bandpass cavity without the filter, provided testing reveals that the low pass filter is not needed.

9.4 Each party shall install and maintain equipment in compliance with all applicable local, state, and FCC regulations.

9.5 Subject to Section 9.4 hereof, Licensee agrees to accept any and all interference from Licensor owned or operated equipment installed as of the Commencement Date.

9.6 Licensee shall use commercially reasonable efforts to resolve, within forty-eight (48) hours following Licensee's receipt of written notice, technical interference problems caused by

Licensee's Equipment with (i) any Licensor equipment installed at the Site as of the Commencement Date; and (ii) any equipment of other licensed wireless communications providers installed and operating in compliance with its agreement with Licensor and Applicable Laws at the Site on the Commencement Date. Licensor shall use commercially reasonable efforts to resolve, within forty-eight (48) hours following Licensor's receipt of written notice, technical interference problems with Licensee's Equipment caused by (i) any Licensor equipment installed at the Site after the Commencement Date; and (ii) any equipment of other licensed wireless communications providers installed after the Commencement Date. If technical interference cannot be resolved by Licensee or Licensor as required hereinabove, respectively, within forty-eight (48) hours following the Party's receipt of notification thereof, the at fault Party shall ensure that power to the interfering equipment is reduced or that the interfering equipment is removed if necessary, except for intermittent testing until such technical interference can be remedied.

9.7 Prior to the Commencement Date an intermodulation study shall be performed by the Licensee, and a copy provided to the Licensor, for each transmitter on a specific frequency added by the Licensee to a Site containing other transmitters or in the proximity of other transmitters to the extent that the Licensor determines in its reasonable judgment that potential interference may occur. New transmitters shall be designed to avoid the potential for intermodulation interference.

9.8 Where Licensee proposes to use systems utilizing spread spectrum emissions at a particular Site, Licensee shall provide Licensor with a Site noise floor measurement for the spectrum from 800 Mhz to 2400 Mhz prior to installation of Licensee's Equipment at the Site, and shall provide Licensor with an additional such measurement within thirty (30) days after such Equipment becomes operational.

9.9 In the event that radio interference resulting from users other than Licensee (including but not limited to Licensor) is not corrected within thirty (30) days, Licensee may terminate the affected SLA.

10. LIENS

10.1 Licensee must keep the Site free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of the Licensee. Licensee retains the right to use any Licensee-owned Communications Facility as collateral in financial transactions to the extent that Licensor's rights and interests are not affected.

10.2 If any lien is filed against the Site as a result of the acts or omissions of Licensee or Licensee's employees, agents, or contractors, Licensee must discharge the lien or bond the lien off in a manner reasonably satisfactory to Licensor within thirty (30) days after Licensee receives written notice from any party that the lien has been filed.

10.3 If Licensee fails to discharge or bond any lien within such period, then, in addition to any other right or remedy of Licensor, Licensor may discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding, and/or terminate Licensee's rights to the Site(s).

10.4 Licensee must pay on demand any amount paid by Licensor for the discharge or satisfaction of any lien resulting from any act or omission of Licensee, and all reasonable attorney's fees and other legal expenses of Licensor incurred in defending any such action or in

obtaining the discharge of such lien, together with all reasonable disbursements in connection therewith.

11. UTILITIES FOR THE SITE

Licensee shall have the right, at its sole cost and expense, to obtain electrical, telephone, fiber and similar support service from any utility company or third party service provider that provides, or will provide, such service to the Site. Licensee shall timely pay for all of its utility charges and costs. Licensee may arrange for the installation of a separate meter, main breaker, and other infrastructure necessary to obtain such services at the Site. The exact location of proposed utility routes and the manner of installation will be part of the SLA and/or Plans approved by Licensor as permitted by this Agreement or the applicable SLA. .

12. ACCESS TO THE SITE

Access to the Site shall be governed by City of Spokane Water Department Policy and Procedure, Access to Department Facilities by Wireless Communication Leaseholders, as amended from time to time by Licensor. A copy of the policy is attached and incorporated herein as Exhibit B ("Access Policy"). Subject to the Access Policy, the following provision grants to Licensee access rights to the Site subject to the following limitations (or unless otherwise modified on the applicable SLA or by the Access Policy):

(a) Access for construction, routine maintenance and repair and other nonemergency visits shall only be during business hours (defined as Monday through Friday, 7:00 a.m. to 4:30 p.m.) with at least twenty-four (24) hours advance notice on a prior business day given to Licensor to arrange for an escort. Licensee shall not have to pay an escort fee as described in Section 5.4 of this Agreement, provided Licensee met the advance notification requirement above, access is during business hours, and Licensee complies with Licensor access conditions pursuant to Section 12.d below.

(b) In the event of emergency defined as a natural disaster or other event which could have a material adverse effect on the service provided to Licensee's customers, Licensee may access the Site twenty-four (24) hours per day, seven (7) days per week, escorted by Licensor as arranged using the emergency phone number and related procedure described in Section 20 of this Agreement. Licensor may charge an escort fee as described in Section 5.4 in these situations.

(c) Access to the Site may be by foot or motor vehicle, including trucks;

(d) At its sole discretion, Licensor may allow Licensee access to the Site without an escort present, provided Licensee has given proper advance notice pursuant to Section 12.a above; Licensee has identified the person or persons who will be on the Site; the person or persons have undergone and passed a background check acceptable to Licensor; and Licensee maintains a complete and current access log as specified by Licensor at the Site available for inspection by Licensor at any time. Access to the Site shall also be subject to such additional reasonable conditions as may be imposed by Licensor from time to time which shall be after twenty (20) days' written notice to Licensee;

(e) Access to the Site is secondary to Licensor emergency operations and maintenance at the Site.

(f) At no time shall Licensee or its agents (including Licensee's subcontractors) enter the Site without prior authorization from the Licensor's emergency contact. Any such unauthorized entry may be reported to the

appropriate authorities for potential criminal charges.

Licensee acknowledges that the foregoing access rights may be subject to any limitations or restrictions on access imposed upon Licensors (and therefore upon Licensee) by the property owner under any underlying access easement relating to a particular Site. Licensee agrees to abide by such limitations or restrictions provided that Licensee has been given a copy of such license or license documents or has been notified by Licensors of such limitations and restrictions.

13. PAYMENT OF FEES AND TAXES

Licensee shall pay and have the right to appeal or contest at its expense (except as otherwise required by law) all personal property fees and taxes, and any required contributions to a universal service fund, applicable to or incurred in connection with the Work, the Equipment or the Licensee's Communications Facility of which the Equipment constitutes a part.

14. BONDS

On a Site by Site basis, Licensors may require Licensee to obtain and keep in force a performance and/or maintenance bond(s) in favor of the City of Spokane. The amount of the bond(s) required for a given Site shall be determined based upon a reasonable estimate of the cost to secure removal of the Equipment and Communications Facility if Licensee fails to comply with its removal obligations hereunder following expiration or termination of the applicable SLA.

15. INSURANCE

15.1 REQUIRED INSURANCE OF Licensee

Licensee must, during the term of this Agreement and at its sole expense, obtain and keep in force, not less than the following insurance:

- (a)** Property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief, upon each Communications Facility in an amount not less than ninety percent (90%) of the full replacement cost of the Communications Facility.
- (b)** Commercial General Liability insuring operations hazard, independent contractor hazard, contractual liability, and products and completed operations liability, in limits not less than \$5,000,000 combined (primary and excess) single limit for each occurrence for bodily injury, personal injury and property damage liability, naming Licensors City of Spokane and its officers, officials, agents, and employees, as additional insureds. The Commercial General Liability policy must be endorsed to include "*Washington Stop Gap*" insurance. The limits must apply to the Stop Gap coverage, as well. This must be indicated on the certificate.
- (c)** Automobile Liability coverage insuring all owned, hired, and leased vehicles and rolling stock through a standard business automobile policy, and employer's auto non-ownership liability, in limits not less than \$1 million per accident
- (d)** Worker's Compensation and Employer's Liability insurance.

All insurance policies required of Licensee must be taken out with reputable national insurers rated at least A in the Best Key Rating Guide that are licensed to do business in the jurisdiction where the Sites are located. Licensee must disclose any self-insured retention, which will be permitted only if pre-approved by Licensors. Licensee agrees that certificates of insurance naming

Licensors as an additional insured will be delivered to Licensor as soon as practicable after the placing of the required insurance, but not later than the Commencement Date of a particular SLA. All policies must contain an undertaking by the insurers to notify Licensor in writing not less than thirty (30) days before any reduction in coverage, cancellation, or termination of the insurance.

Licensor and Licensee will each year review the limits for the insurance policies required by this Agreement. Policy limits will be adjusted from time to time to proper and reasonable limits, in accordance with then-current industry standards, but policy limits will not be reduced below those stated above.

15.2 NO LIMITATION ON LIABILITY

The provision of insurance required in this Agreement shall not be construed to limit or otherwise affect the liability of any Party to the other Party.

15.3 COMPLIANCE

Licensee will not do or permit to be done in or about the Site, nor bring or keep or permit to be brought to or kept at the Site, anything that:

(a) Licensee is made aware of that is prohibited by any insurance policy carried by Licensor covering the Site or any improvements thereon; or

(b) Will increase the existing premiums for any such policy beyond that contemplated for the addition of the Communications Facility.

Licensor acknowledges and agrees that the installation of the Communications Facility upon the Site in accordance with the terms and conditions of this Agreement will be considered within the underwriting requirements of any of Licensor's insurers and such premiums contemplate the addition of the Communications Facility.

16. RELEASE, LIMITATION OF LIABILITY AND INDEMNIFICATION

16.1 Licensee agrees to indemnify, defend, and save harmless Licensor, its officers, and employees from and against any and all claims, losses, damages and expenses, including attorneys' fees, arising out of or in connection with the performance of or exercise of privileges granted under this Agreement, to the extent that such claim, loss, damage, or expense is attributable to (i) any negligent act or omission or willful misconduct of Licensee or anyone directly or indirectly employed by Licensee, including subcontractors of Licensee; (ii) any claim of injury or damage resulting from high voltage induction or electromagnetic fields attributed to Licensee's communication facility; or (iii) environmental hazards or pollutants transported to, stored on or disposed of on any Site by Licensee.

16.2 Licensee waives any immunity, defense, or protection under any workers' compensation, industrial insurance, or similar laws (including, but not limited to, the Washington Industrial Insurance Act, Title 51, of the Revised Code of Washington); provided, however, that Licensee's waiver of immunity through the provisions of this section extends only to claims against Licensee by Licensor pursuant to this Agreement, and does not include, or extend to, any claims by Licensee's employees directly against Licensee. The Parties hereby acknowledge that this waiver of immunity was specifically negotiated by the Parties.

16.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, LICENSOR

SHALL NOT HAVE ANY LIABILITY TO Licensee FOR ANY: LOSS OF PROFIT OR REVENUE, LOSS OF USE OF THE EQUIPMENT OR THE SYSTEM, CLAIMS OF CUSTOMERS OF Licensee FOR SERVICE INTERRUPTIONS, OR INDIRECT, INCIDENTAL, SPECIAL, ECONOMIC OR CONSEQUENTIAL DAMAGES, AS A RESULT OF OR RELATED TO THE EQUIPMENT, THE EXISTENCE OF THE EQUIPMENT AT THE SITE(S), OR THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, PRODUCT LIABILITY), OR OTHERWISE).

17. ASSIGNMENT

17.1 BY Licensee

Licensee shall not assign this Agreement or any portion of its rights in this Agreement, except as follows:

(a) to any person or entity that controls, is controlled by or under common control with Licensee (the "Acquiring Affiliate") and provides written notice to Licensor; provided that the Acquiring Affiliate certifies to Licensor in writing (and provides such documents as may be reasonably requested by Licensor to establish) that the Acquiring Affiliate: (i) is assuming all of the obligations of Licensee under this Agreement; and (ii) is ready, willing and able to comply with all of the provisions of this Agreement; and, provided further, that Licensee furnishes to Licensor such information regarding the Equipment affected by such assignment or transfer, if any, as may reasonably be requested by Licensor;

(b) to Licensee's lender(s) for security purposes in connection with the financing and refinancing, from time to time by Licensee, provided that upon any transfer pursuant to any foreclosure of such security or any sale or other transfer in lieu of such foreclosure the person or entity acquiring the interests subject to such transfer assumes all of the obligations of Licensee under this Agreement.

18. REPAIRS

18.1 LICENSEE'S OBLIGATION

Licensee must, at all times during the term of any particular SLA, at Licensee's sole cost and expense, keep and maintain the Communications Facility located by Licensee upon the Site in a structurally safe and sound condition and in good repair.

If Licensee does not make such repairs within thirty (30) days after receipt of notice from Licensor requesting such repairs and such repairs are required, then Licensor may, at its option, make the repairs. Licensee, upon receipt of satisfactory documentation, shall pay Licensor on demand Licensor's actual costs in making the repairs, plus Licensor's actual overhead.

If Licensee commences to make repairs within thirty (30) days after any written notice from Licensor requesting such repairs and thereafter continuously and diligently pursues completion of such repair, then the thirty (30) day cure period will extend for an additional sixty (60) days to permit the Licensee to complete said repairs.

If emergency repairs are needed to protect persons, or property, or to allow the use of the Site, Licensee must immediately correct the safety or use problem, even if a full repair cannot be made

at that time. Licensee shall obtain approval of the Licensor to access the Site, in accordance with Section 12, and make repairs and will coordinate with Licensor's emergency operations (pursuant to Section 12) and maintenance activities.

18.2 LICENSOR'S OBLIGATION

a. Licensor must, at all times during the term of any SLA and at Licensor's sole cost and expense, keep and maintain the Site and any of Licensor's improvements located thereon in a structurally sound and safe condition. If Licensee is unable to use a Communications Facility because of repairs required on the Site or for any other reason not caused by the fault of Licensee, then Licensee may, in compliance with all applicable rules and regulations including without limitation the temporary use requirements of SMC 17C.355A.140, immediately erect on the Site or an unused portion of the Site a temporary Communications Facility, including any supporting structure, while Licensor makes repairs to the Site; subject to the following requirements (collectively, the "Temporary Facility Requirements") (i) Licensee will provide Licensor with prior written notice of the proposed location of such temporary facility and an opportunity to inspect such facility upon its completion; (ii) if such proposed location interferes with Licensor's current or potential use of the Site, Licensor may require Licensee to change such proposed location to a more suitable location within or outside of the Site; (iii) Licensor shall proceed diligently to complete such repairs; (iv) such a temporary Communication Facility may be operated until Licensee is required to remove the temporary Communications Facility as required below; and (v) such a temporary Communication Facility will be removed by Licensee within thirty (30) days of completion of repairs or replacement of the Site.

b. If Licensor after six (6) months' prior notice to Licensee replaces any improvement on the Site that Licensee has attached Equipment to, Licensee is solely responsible for the cost of the transfer of said Equipment to the new improvement.

c. If Licensor is required to substantially relocate a Site and/or make related improvements by competent governmental authority and Licensee has Equipment at said Site, Licensor shall provide Licensee the earliest possible, but in no event less than twelve (12) months', notice prior to such relocation or making improvements and Licensee at its option may terminate the SLA under the provisions of section 4.2 and 4.6. In the event, Licensee does not terminate the SLA, Licensee is solely responsible for the cost of the relocation of said Equipment to the new location. Licensee shall be permitted to install temporary Communications Facility during any relocation period in accordance with the Temporary Facility Requirements specified in Section 18.2(a) above.

19. COOPERATION AND COORDINATION

19.1 Licensee acknowledges and anticipates that the Work may be interfered with and delayed from time to time on account of the concurrent performance of work by Licensor or others under control of Licensor. Upon the occurrence of any interference, Licensee shall have the right to elect any of the remedies in Section 8.6 including, without limitation, the right to install a temporary Communications Facility. If Licensee does not terminate the SLA, Licensee shall fully cooperate and coordinate the Work with such other work so as to minimize any delay or hindrance of any work.

19.2 If any part of the Work depends upon the results of other work by Licensor or others, Licensee shall, prior to commencing such Work, notify Licensor in writing of any actual or

apparent deficiencies or defects in such other work that renders it unsuitable for performance of the Work. Failure of Licensee to so notify Licensor shall constitute an acceptance by Licensee of such other work as suitable for performance of the Work, except as to latent defects which may subsequently be discovered in such other work.

20. EMERGENCIES

In the event of an emergency relating to the Equipment, Licensee shall immediately contact Licensor at the emergency phone number below, immediately take all necessary or appropriate action to correct any safety or use problems, including but not limited to the actions in Section 18.2, even if the full repair cannot be made at the time, in order to protect persons and property or to allow use of the Site. The Parties' respective emergency phone numbers are as follows:

Licensor: 509-625-7800

Licensee: 866.624.6874

Each Party shall promptly notify the other of any change in such Party's emergency phone number.

21. CASUALTY OR CONDEMNATION OF A SITE; RELOCATION OF FACILITIES

21.1 If there is a casualty to any structure upon which the Equipment is located, Licensor will use reasonable efforts to repair or restore the structure within sixty (60) days and, to the extent Licensee has the other necessary rights to do so, Licensee may immediately erect on the Site or a portion of the Site a temporary Communications Facility while Licensor makes repairs to the Site and so long as the temporary Equipment and associated Work does not interfere with Licensor's own restoration. Licensee must comply with all applicable rules and regulations including without limitation the temporary use requirements of SMC 17C.355A.140. In the event that Licensee cannot relocate upon the Site within sixty (60) days, a Communications Facility reasonably free from technical interference, Licensee shall be entitled to terminate the applicable SLA upon thirty (30) days' prior written notice and subject to Section 4.6. Upon completion of such repair or restoration, Licensee will be entitled to immediately reinstall the Equipment. In the event such repairs or restoration will, in Licensor's reasonable estimation require more than sixty (60) days to complete, Licensee will be entitled to terminate the applicable SLA upon thirty (30) days' prior written notice and subject to Section 4.6.

21.2 If there is a condemnation of the Site, including without limitation a transfer of the Site by consensual deed in lieu of condemnation, then the SLA for the condemned Site will terminate upon transfer of title to the condemning authority, without further liability to either Party under this Agreement. Any prepaid Annual Fees will be refunded to Licensee on a pro rata basis from the date of transfer of title. Licensee may pursue a separate condemnation award for the Equipment from the condemning authority provided that such award does not reduce the amount of Licensor's award.

21.3 If Licensor deems it necessary in its sole discretion to relocate any Licensor facilities to which Licensee's Equipment or Communications Facility are attached, Licensor shall provide Licensee at least twelve (12) months' prior written notice of such relocation; provided that in the event of unexpected damage to such facilities requiring immediate action by Licensor, no prior notice shall be required. Licensee shall either reimburse Licensor for the costs of removal and reinstallation of such facilities by Licensor, which costs shall be agreed upon in advance by the

Parties prior to such removal (unless immediate removal is required due to unexpected damage, as described above), or shall arrange for removal and reinstallation of its facilities at its sole cost and expense; provided that any such removal by parties other than Licensor shall be subject to any applicable restrictions set forth in the applicable SLA; and provided further that if Licensee does not remove such facilities in a timely manner and without disruption to Licensor's required schedule, Licensor may remove Licensee's facilities and charge Licensee for the costs of such removal. Licensor shall only relocate Licensee's Equipment or Communication Facility to a Site reasonably free from technical interference. In the event there is no such suitable Site, Licensee shall be entitled to terminate the applicable SLA upon (30) days' prior written notice and subject to Section 4.6.

21.4 If Licensor is required to relocate any of its facilities within a state, county or city right of way and Licensee has Equipment on such facilities, such relocation shall be made pursuant to Section 21.3.

22. SURRENDER OF SITE; HOLDING OVER

22.1 Upon the expiration or other termination of a SLA for any cause whatsoever, Licensee must peacefully vacate the applicable Site in as good order and condition as the same were at the beginning of the applicable SLA, except for reasonable use, wear and tear. Licensee has the right to remove its Communications Facility for thirty (30) days after termination. Licensee will repair any damage caused during the removal of the Communication Facility, normal wear and tear excepted. If the Communication Facility is not operated for wireless communications for a period of 12 continuous months, Licensee is required to remove its Communication Facility in compliance with SMC 17C.355A.120.

22.2 If Licensee continues to hold any Site after the termination of the applicable SLA, whether the termination occurs by lapse of time or otherwise, such holding over will, unless otherwise agreed to by Licensor in writing, constitute and be construed as a month-to-month tenancy at a monthly License Fee equal to 1/12th of one hundred twenty-five percent (125%) of the Annual Fee for such SLA and subject to all of the other terms set forth in this Agreement. Licensor shall have the option to require Licensee's removal of all Equipment upon giving thirty (30) days written notice of termination of said month-to-month tenancy. If not so removed, Licensor shall have the option to remove such Equipment and charge Licensee for all costs and expenses associated with such removal.

23. DEFAULT AND REMEDIES

23.1. LICENSEE'S EVENTS OF DEFAULT

The occurrence of any one or more of the following events constitutes an "event of default" by Licensee under the applicable SLA:

- (a)** If Licensee fails to pay after thirty (30) days' notice from Licensor when due the full amount of any fee or other payment under the applicable SLA including terms and conditions applicable thereto contained in this Agreement;
- (b)** If Licensee fails to perform or observe any other term of the applicable SLA, including terms and conditions applicable thereto contained in this Agreement, and such failure continues for more than thirty (30) days after written notice from Licensor; except such thirty (30) day cure period will be extended as reasonably necessary to permit

Licensee to complete cure so long as Licensee commences cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure;

(c) If any petition is filed by or against Licensee, under any section or chapter of the present or any future federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof (and with respect to any petition filed against Licensee, such petition is not dismissed within ninety (90) days after the filing thereof), or Licensee is adjudged bankrupt or insolvent in proceedings filed under any section or chapter of the present or any future federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof;

(d) If a receiver, custodian, or trustee is appointed for Licensee or for any of the assets of Licensee and such appointment is not vacated within sixty (60) days of the date of the appointment; or

(e) If Licensee becomes insolvent or makes a transfer in fraud of creditors.

23.2. LICENSEE'S DEFAULT

If an event of default occurs and is continuing, Licensors (without notice or demand except as expressly required above) may terminate the applicable SLA by at least five (5) days' written notice to Licensee, without prejudice to any other remedies the Licensors may have at law or in equity.

23.3 LICENSOR'S DEFAULT

If Licensors default in the performance of any of its material obligations with respect to any particular SLA or this Agreement, which default:

(a) Continues for a period of more than thirty (30) days after receipt of written notice from Licensee specifying such default; or

(b) Is of a nature to require more than thirty (30) days for remedy and continues beyond such time reasonably necessary to cure (and Licensors has not undertaken procedures to cure the default within such thirty (30) day period and diligently and continuously thereafter pursued such efforts to complete cure), then Licensee may, in addition to any other remedy available at law or in equity, at its option upon at least five (5) days' written notice, terminate the applicable SLA subject to Section 4.6.

23.4 DUTY TO MITIGATE DAMAGES

Licensee and Licensors shall endeavor in good faith to mitigate damages arising under this Agreement.

24. REPRESENTATIONS AND COVENANTS

24.1 REPRESENTATIONS OF BOTH PARTIES

Each Party mutually represents and warrants to the other:

(a) That it has the full right, power and authority to enter into this Agreement and the SLAs;

(b) That entering into this Agreement and the performance thereof will not violate any

laws, ordinances, restrictions, covenants, or other agreements under which said Party is bound; provided, however, that the foregoing is subject to, and will not limit in any way, the rights of Licensor and the obligations of Licensee under Section 22, and provided further that, to the extent the foregoing representation is made by Licensor, such representation will not apply to any violation or breach that is caused by Licensee's failure to obtain and comply with *all* permits, licenses, franchises, rights-of-way, easements and other rights required to perform the Work and operate the Equipment in accordance with this Agreement;

(c) That each of the persons executing this Agreement on behalf of Licensor and Licensee represents and warrants that said Party is a duly organized and existing municipal corporation under the laws of the State of Washington or a corporation or limited partnership;

(d) That the Party is qualified to do business in each state wherein a Site is located or will be qualified in such state prior to undertaking any activities at the Site that would require the Party to be qualified to do business in such state; and

(e) That the persons signing on behalf of the corporation or limited partnership are authorized to do so; and

(f) That neither Party has had any dealings with any real estate brokers or agents in connection with the negotiation of this Agreement.

24.2 REPRESENTATIONS OF Licensee

Licensee represents and warrants:

(a) That it is, and at all times during the Term shall be, properly authorized, licensed, organized, equipped and financed to perform the Work and to operate the Equipment and Licensee's system of which the Equipment is a part; and (b) That it shall be, and operate as, an independent entity (not a contractor, agent or representative of Licensor) in the performance of the Work and the operation of the Equipment and Licensee's system. In no event shall Licensee be authorized to enter into any agreements or undertakings for or on behalf of Licensor or to act as or be an agent or representative of Licensor.

24.3 REPRESENTATIONS OF LICENSOR

Licensor represents and warrants, to the best of its knowledge, that it owns good and marketable fee simple title, has a good and marketable leasehold interest, or has a valid license, easement or other legal right of use, in the land on which the Site is located and has rights of access thereto. Licensee has the ultimate responsibility to obtain all necessary authority for Licensee's use of each specific Site. In the event of joint ownership of the Site, Licensee shall coordinate and contract with the joint owner of the Site prior to installing any Equipment. Licensor shall not be responsible to Licensee for the actions of any joint owner of the Site.

24.4 Except as specifically set forth in Sections 23 and 24, Licensor makes no warranties, express or implied, including, without limitation, any warranties of habitability or fitness for a particular purpose with regard to any Site.

25. ENVIRONMENTAL MATTERS

25.1 Licensor represents and warrants that it will notify Licensee, to the best of its knowledge, of all Environmental Hazards on each Site. Nothing in this Agreement or in any SLA will be

construed or interpreted to require that Licensor remediate any Environmental Hazards located at any Site unless Licensor or Licensor's officers, employees, agents, or contractors placed the Environmental Hazards on the Site.

25.2 Licensee will not bring, keep or transport any Environmental Hazards or pollutants to, on or across any Site without Licensor's prior written approval, which approval will not be unreasonably withheld, conditioned or delayed, except that Licensee may keep on the Site substances used in back up power units, such as batteries and diesel generators commonly used in the wireless telecommunications industry. Licensee's use, storage, handling and disposal of any approved substances constituting Environmental Hazards must comply with all applicable laws, ordinances, regulations and other provisions of this Agreement governing such use, storage, handling and disposal. Under no circumstances will Licensee dispose of any Environmental Hazards or pollutants on any Site.

25.3 The term "Environmental Hazards" means hazardous substances (as defined in RCW Section 70.1050.020(5)), hazardous wastes, pollutants, asbestos, polychlorinated biphenyl (PCB), petroleum or other fuels (including crude oil or any fraction or derivative thereof and underground storage tanks. The term "hazardous substances" shall be defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and any regulations promulgated pursuant thereto. The term "pollutants" shall be as defined in the Clean Water Act (33 USC Section 1251, et seq.), and any regulations promulgated pursuant thereto. The term "remediate" shall be defined as all actions necessary to satisfy the requirements of the Model Toxics Control Act (RCW Chapter 70.105D) and the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Section 9601, et seq.) and any regulations promulgated pursuant thereto. This provision shall survive termination of the Agreement and any particular SLA.

25.4 Licensor agrees to defend, indemnify and hold harmless Licensee from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that the Licensee may suffer due to the existence or discovery of any Hazardous Substance on the Site or the migration of any Hazardous Substances to other properties or release into the environment, except to the extent released, spilled, or disposed of by Licensee on the Site during the term of the SLA

25.5 Licensee agrees to defend, indemnify and hold harmless Licensor from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that the Licensor may suffer to the extent caused by any Hazardous Substance released, spilled, or disposed of by Licensee on the Site during the term of the SLA.

26. SUBORDINATION

26.1 Licensee agrees that this Agreement and each SLA is subject and subordinate at all times to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which may now exist or hereafter be placed on or against the Site or on or against Licensor's interest or estate therein, and any underlying ground license or master license on a particular Site, all without the necessity of having further instruments executed by Licensee to effect such subordination but with respect to any such liens, leases and licenses arising subsequent to the

execution of this Agreement only if trustees or mortgagees will not disturb Licensee under this Agreement and the SLAs.

26.2 Each SLA may be subject to restrictions or other terms or conditions contained in any underlying ground License, Master License, easement, license, franchise, permit or other instrument of authorization or conveyance (an "Instrument") with respect to a particular Site. Licensee agrees to commit no act or omission which would constitute a violation of the terms and conditions of any known Instrument for a particular Site:

- (a) Licensors shall not be required to obtain any consent required under any instrument from the landlord or other party to such instrument for purposes of this Agreement, unless expressly set forth in the SLA;
- (b) If a restriction contained in an instrument for a particular Site and not set forth on the applicable SLA prevents Licensee from installing, maintaining or operating the Equipment or accessing the Site, Licensee will be entitled to terminate the affected SLA immediately subject to Section 4.6;
- (c) Upon the termination or expiration of any underlying instrument with respect to a particular Site, the SLA relating to such Site shall automatically terminate without liability to either Party. In the event of such termination, the SLA with respect to such Site shall terminate concurrently therewith and subject to Section 4.6;
- (d) Licensors will not materially breach the terms or conditions of any instrument with respect to a particular Site in a manner that causes Licensee to lose its use of the Site.

27. PROTECTION OF PROPERTY AND PERSONS

27.1 Licensee shall take all reasonable precautions which are necessary to prevent bodily injury (including death) to persons and damage to any property or environment arising in connection with performance of the Work or the operation of the Equipment. Without limiting the generality of the foregoing, Licensee shall erect and maintain such barricades, signs, flags, flashers and other safeguards as are reasonably required from time to time by Licensors. Licensee shall reasonably inspect all goods, materials, tools, Equipment and other items in an attempt to discover any conditions which involve a risk of bodily injury (including death) to persons or a risk of damage to any property or environment.

27.2 All of Licensors' or third party's property damaged, altered or removed in connection with the performance of the Work or the operation of the Equipment shall be promptly repaired, replaced or otherwise restored by Licensee to at least as good quality and condition as existed prior to such damage, alteration or removal.

28. COMPLIANCE WITH LAWS

In the performance of the Work and this Agreement, Licensee shall comply and shall ensure that all contractors hired by or acting on behalf of Licensee comply with all applicable:

- (a) Laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereafter in effect, of any governmental authority;
- (b) Industry standards and codes; and
- (c) Licensors' standard practices, specifications, rules and regulations which will be provided by Licensors to Licensee on request.

Licensee shall furnish such documents as may be reasonably required by Licensors to effect or evidence compliance.

29. PERMITS AND PROTECTION OF EXISTING RIGHTS

Licensee shall obtain and comply (and shall ensure that all of Licensee's suppliers and subcontractors under contract with it or acting on behalf it comply) with all permits, licenses, franchises, rights-of-way, easements and other rights required to perform the Work and operate the Equipment in accordance with this Agreement. Licensee shall furnish to Licensors such evidence thereof as Licensors may reasonably request. Compliance with this Section 29 shall be the sole responsibility of Licensee and a continuing condition of the use of the Site(s) by Licensee.

30. ENTIRE AGREEMENT

This Agreement and each SLA constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained in this Agreement. There are no representations or understandings of any kind not set forth in this Agreement. Any amendments to this Agreement or any SLA must be in writing and executed by both parties.

31. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement or any SLA shall not affect the other provisions hereof, and this Agreement or SLA shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

32. SURVIVAL

All provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement shall survive the completion, termination or cancellation of this Agreement.

33. BINDING EFFECT

This Agreement and each SLA will be binding on and inure to the benefit of the respective Parties' successors and permitted assignees.

34. HEADINGS

The headings of sections of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or the SLA.

35. NON-WAIVER

The failure of either Party to insist upon or enforce strict performance by the other Party of any of the provisions of this Agreement, or to exercise any rights under this Agreement, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such

provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.

The Parties acknowledge and agree that they have been represented by counsel and each of the Parties has participated in the drafting of this Agreement and each SLA. Accordingly, it is the intention and agreement of the Parties that the language, terms and conditions of this Agreement and each SLA are not to be construed in any way against or in favor of any Party hereto by reason of the responsibilities in connection with the preparation of this Agreement or each SLA.

36. NOTICES AND OTHER COMMUNICATIONS

Any notice, request, approval, consent, instruction, direction or other communication given by either Licensor or Licensee to the other under this Agreement shall be in writing and shall be delivered by both facsimile transmission and first class mail to the individuals denoted below, unless otherwise directed in writing, at the address and facsimile number provided:

For the City:

For Licensee:

Equipment connected to Water Facilities:

DISH Wireless L.L.C.

Title:

Attn: Lease Administration

Director of Public Works

5701 South Santa Fe Blvd.

With cc to Operations Superintendent

Littleton, Colorado 80120

Address: City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

Phone No.: 509-625-7800

Either Party may from time to time change such address by giving the other Party notice of such change in accordance with the provisions of this Section. Notice deemed received one (1) business day following deposit with reliable courier, etc.

37. APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Washington. The venue for any legal action commenced to enforce any provision of this Agreement shall be Clark County, Washington.

38. FORCE MAJEURE

If a Party is delayed or hindered in, or prevented from performance required under this Agreement (other than any delay or failure relating to payment of money, including, without limitation, the Annual Fees and all reimbursable costs and expenses described elsewhere in this Agreement) by reason of earthquake, landslide, strike, lockout, labor trouble, failure of power, riot, insurrection, war, acts of God or other reason of like nature not the fault of such Party, such Party is excused from such performance for the period of delay. The period for the performance of any

such act shall then be extended for the period of such delay.

39. TIMELY RESPONSE

Each Party shall take such prompt action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may reasonably be requested by the other Party for the implementation of continuing performance of this Agreement.

40. EXAMINATION OF RECORDS

Licensee shall promptly furnish Licensor with such information reasonably related to the Work or the Equipment as may from time to time be reasonably requested by Licensor.

41. RISK OF LOSS

Licensee shall be responsible for and shall bear any and all risk of loss, deterioration, theft, vandalism or destruction of or damage to the Equipment and anything used (or to be used or consumed) in connection with the Work, except to the extent such destruction of or damage to the Equipment is caused by the negligence or intentional conduct of Licensor's activities on the Site.

42. REIMBURSEMENT AND PAYMENT

Licensor shall invoice Licensee for all amounts payable by Licensee to Licensor under this Agreement (including, without limitation, all reimbursable costs and expenses described elsewhere in this Agreement, but excluding Monthly Fees) as they become due. Licensee shall pay each such invoice in full within thirty (30) days after Licensee's receipt thereof.

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

City of Spokane

DISH Wireless L.L.C.

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

Clerk

Assistant City Attorney

STATE OF WASHINGTON)
) SS.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the City Manager of the City of Spokane, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Name: _____
Dated: _____
Notary Public for the state of _____
Residing in _____
My appointment expires: _____

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2022, before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in her capacity, that by his/her signature on the instrument, the individual, or the entity, **Dish Wireless L.L.C.**, upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of _____, County of _____, State of _____.

Signature and Office of Individual
Taking Acknowledgment

EXHIBIT A
SITE LICENSE ACKNOWLEDGMENT

This Site License Acknowledgment ("SLA") is made to the Master License Agreement between Licensor City of Spokane, and _____, dated _____, 202_____. Capitalized terms used in this SLA have the same meaning as such terms in the Master License Agreement unless otherwise indicated.

1. Site Name and/or Number:

2. Site Address:

_____, Spokane WA 992_____

3. Site Legal Description:

4. The Site is:

Owned by Licensor

5. General Description of Facility Licensed:

____' x ____' land lease area adjacent to Water Tank; together with space on the Water Tank for up to ____ total antennas and associated communications equipment; together with non-exclusive right to install lines and cables running between the Water Tank space and land lease area and the non-exclusive right for ingress and egress pursuant to the terms of the Master License Agreement.

6. Antenna Physical Description:

7. Shelter/Cabinet Physical Description:

8. Intermodulation Study Completed and Approved (if applicable): N/A

9. Initial Site Floor Noise Measurement: N/A
10. Drawings Received by Licensors:
Equipment Layout and Detail: Received (initials): _____ Date: _____
Antenna Attachment Detail: Received (initials): _____ Date: _____
Site Plans and Elevations: Received (initials): _____ Date: _____
11. Structural Integrity Study: TBD
12. Site Access Details and Provisions: TBD
13. Plan for Minimizing Visual Impact of Equipment at Site: N/A
14. Construction Work requested of Licensors by Licensee: TBD
15. Coordination Provisions between Licensors and Licensee: TBD
16. Monthly Fee:
\$ _____, adjusted annually pursuant to Section 5.1 of the Master License Agreement
17. Additional Provisions:

IN WITNESS WHEREOF, the parties have executed this Agreement on this__day _____ 202__.

City of Spokane

DISH Wireless L.L.C.

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

Clerk

Assistant City Attorney

STATE OF WASHINGTON)

County of _____) SS.
)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the City Manager of the City of Spokane, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Name: _____

Dated: _____

Notary Public for the state of _____

Residing in _____

My appointment expires: _____

STATE OF WASHINGTON)

County of _____) SS.
)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the City Manager of the City of Spokane, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Name: _____

Dated: _____

Notary Public for the state of _____

Residing in _____

My appointment expires: _____

EXHIBIT B
ACCESS POLICY

CITY OF SPOKANE WATER DEPARTMENT DEPARTMENT POLICY AND PROCEDURE
TITLE: ACCESS TO DEPARTMENT FACILITIES BY WIRELESS COMMUNICATIONS LEASEHOLDERS EFFECTIVE DATE: January 20, 2009 REVISION EFFECTIVE DATE: August 15, 2015

1.0 GENERAL

1.1 The duty discharged to the City of Spokane Water and Hydroelectric Services Department is to provide clean safe drinking water to the customers of Spokane and within its water service area. As part of this duty, the Department's responsibility is to insure the facilities that make up the City of Spokane water system are secure from those who may seek to do harm.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to facilities and property owned or under the control of the City of Spokane Water and Hydroelectric Services Department.

3.0 REFERENCES

Not Applicable

4.0 DEFINITIONS

4.1 "Authorized Person" is a person who has been approved by the Department for access to Department facilities.

EXHIBIT B

- 4.2 "Department" means the City of Spokane Water and Hydroelectric Services Department.
- 4.3 "Director" means the Director of the City of Spokane Water and Hydroelectric Services Department.
- 4.4 "Wireless Communications Company" or "Company" means a company in the wireless communication industry who enters into a lease with the City of Spokane for access to and use of Department facilities for its communication equipment.

5.0 POLICY

- 5.1 The Department has implemented a heightened state of security at all its facilities. In the event an unauthorized person(s) is seen on a Department facility site a call will be made to 911 and the sighting reported. Law enforcement officers will be dispatched to investigate and the response will more than likely be handled as an intrusion with criminal intent. It is therefore imperative that the contents of this policy be completely understood and its procedures are followed exactly.
- 5.2 The Department has entered into leases with Wireless Communications Companies to allow placement of wireless communication equipment on Department Facilities. The Department is acutely aware that the companies need twenty four (24)-hour access to affect emergency repairs of equipment. Access is also necessary for communication equipment maintenance and upgrade.
- 5.3 Only "authorized" person(s) will be issued a Department facility site access key.

6.0 PROCEDURE

- 6.1 Wireless Communications Companies shall have a written executed lease with the City of Spokane prior to being allowed use of Department facilities.
- 6.2 Wireless Communication Companies shall supply an updated list of Company representatives, authorized contractors and authorized persons annually. The list shall include addresses and phone numbers as well as meet the criteria described above and sent to the Department by March 1st of each new year, dated accordingly. Until such time the Department is supplied the updated list, access will not be permitted to Department facilities.

6.3 Construction / Installation Requirements.

6.3.1 The Department's list of requirements for construction / installation projects applies to both upgrades of existing equipment and the installation of new equipment.

6.3.2 Specific issues not included in the Department's list of requirements will be subject to approval – in writing – by the Department Project Inspector.

6.3.3 Project Design and Approval.

- a. The Wireless Communications Company shall prepare construction / installation drawings illustrating the proposed project, which must be stamped, signed, and dated, by an engineer registered in Washington State.
- b. The Wireless Communications Company shall submit two (2) sets of the construction / installation drawings to the Department for review and comment.
- c. The Department will review the drawings and provide comments accordingly. The drawings will be returned to the Company to allow them to address the Water Department comments.
- d. If necessary, the Wireless Communications Company will re-submit the drawings for approval. If all items have been satisfactorily addressed, the Department will provide the necessary approval to all drawings in the set.
- f. All necessary permits relating to the construction / Installation of the project must be purchased by the Wireless Communications Company.

6.4 Project Construction / Installation Site Work.

6.4.1 All project construction / installation work shall be monitored by the Department Project Inspector and will be subject to his/her approval.

6.4.2 All necessary permits shall be displayed at the job site.

6.4.3 A complete set of the most current approved construction / Installation drawings shall be available on site.

EXHIBIT B

- 6.4.4 Any changes or deviations for the approved construction / installation drawings shall be pre-approved in writing, by the Department Project Inspector.
- 6.4.5 The Wireless Communications Company shall prepare an "as-built" set of drawings at the completion of the construction / installation. Any changes or deviations shall be noted for inclusion in the "as-built" set of drawings.
- 6.4.6 Handrails typically attached to the reservoir roof ring are not to be used for:
 - a. hoisting of any kind.
 - b. fastening of any devices, unless pre-approved in writing by the Department Project Inspector.
- 6.4.7 A copy of the most current copy of this policy shall be in possession of the project contractor and available at the project site. Adherence to this policy will be strictly enforced by the Department Project Inspector.
- 6.4.8. A portable chemical toilet shall be on-site during the project construction / installation.
- 6.4.9 All equipment cabinets and antennas shall have permanent labeling with the Wireless Communications Company name and emergency contact phone numbers.
- 6.4.10 The project site shall be restored to the condition of the site prior to the commencement of the project construction / installation. Final approval of the restoration work will rest with the Department Project Inspector.
- 6.4.11 Department facilities are never to be left unlocked or unattended.
- 6.4.12 If a Department facility site is unlocked and/or unattended by the "authorized" person, that person will be held fully responsible and in violation of this policy and subject to removal from the list of "authorized" persons.

6.4.13 Department Contact.

City of Spokane Water Department
Water Engineering
Phone: (509) 625-7800

6.5 "Authorized" Persons

6.5.1 Only "authorized" persons will be allowed to perform work on Department facilities. If it is deemed necessary for an "unauthorized" person to visit the facility during the course of the installation, upgrade, or maintenance of equipment, prior arrangements must be made with the designated representatives of the Department.

6.5.2 Each Wireless Communication Company shall supply to the Department, in writing and on its company letterhead, a list of authorized contractors it will employ to affect repairs, maintenance, and upgrades to its equipment.

- a. Each contractor performing work on Department facilities shall possess a Washington State Business License and provide evidence of being a bonded contractor.
- b. Listed under each contractor will be the names of "authorized" persons.
- c. The Wireless Communication Company is responsible for insuring that each listed "authorized" person has cleared a background investigation. Minimum check is social security number verification and a criminal background investigation. Any "authorized" person's name added to a list must also have cleared a background investigation. The Department reserves the right to perform background investigations of persons as determined appropriate and necessary by the Department Director. The Department does not need the specifics of the background checks, but must have assurances that the personal background investigation was completed with results proving satisfactory.
- d. Should an "authorized" person no longer need Department facility access, it is the responsibility of the Wireless Communication Company to promptly notify the Department in writing, on its letterhead, the person's name to be removed from the list. All correspondence in this regard shall be directed to:

EXHIBIT B

City of Spokane Water Department
ATTN: Water Engineering
914 East North Foothills Drive
Spokane, WA 99207

6.6 Department Facility Site Access Key

- 6.6.1 Phone the Department Radio Room Dispatch Center (509-625-7800) to make arrangements for the visit. Failure to call ahead could result in delays as the Department administrative offices are locked after business hours and on weekends.
- 6.6.2 The "authorized" person must produce picture identification, and sign the "key log sheet" listing the "authorized" contractor for whom he/she works, the name of the Wireless Communication Company's for whom the "authorized" contractor is working, the name of the specific Department facility site access is desired, an estimated time necessary to complete the work and when the key will be returned.
- 6.6.3 It is imperative the "authorized" person call the Department Radio Room Dispatch Center (625-7800) prior to entering any Department facility site and at the time he/she is exiting the site.
- 6.6.4 Return to the Department Radio Room Dispatch Center for access key check-in.
- 6.6.5 Facility access key are not to be lost or duplicated.
 - a. Wireless Communication Companies duplicating or using duplicated keys will be assessed a fee of **ten thousand and no/100 dollars (\$10,000)** to cover the expense of re-keying all Water Department facilities. A similar fee will be assessed the Wireless Communication Company in the event of a lost key.
 - b. The Wireless Communication Company and the "authorized" person(s) to whom the key(s) are issued will be held fully responsible for keeping the key(s) and Department facility site(s) under total security until such time the key(s) has been returned to the Department Radio Room Dispatch Center.
 - c. Should the project remain unfinished, the facility is to be secured and the key returned immediately to the Department.

EXHIBIT B

The process of "checking out" and returning the key, will be required for each day the project remains unfinished

- d. The "authorized" person on record for "checking out" the key, is the person responsible for returning the key.

7.0 RESPONSIBILITIES

The Director of the Water & Hydroelectric Services Department shall administer this policy.

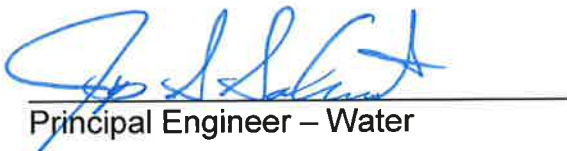
8.0 APPENDICES

Sample Letter

APPROVED BY:


Water Department Director

8/13/2015
Date


Principal Engineer – Water

8-13-15
Date

COMPANY LETTERHEAD

[DATE]

Attn: [WATER ENGINEERING CONTACT]
City of Spokane Water and Hydroelectric Services Department
914 East North Foothills Drive
Spokane, WA 99207

Subject: Employees Authorized for Site Entry
Employee Background Investigation

Dear [WATER ENGINEERING CONTACT]:

The following personnel are employees of [COMPANY/CONTRACTOR NAME] which has been contracted by [TELECOMUNINCATION COMPANY NAME] to perform work at facilities owned or under the control of the City of Spokane Water & Hydroelectric Services:

We request that the following employees are added to the "authorized" access list for site access:

[NAME]
[NAME]

The above employees have received a satisfactory background investigation report. The investigation was performed by [INVESTIGATOR COMPANY], whose contact person is [CONTACT NAME] [PHONE NUMBER].

I agree to keep my company's list of "authorized" employees current at all times and to provide an updated list by March 1 of each year.

Should a situation arise that a previously "authorized" employee is no longer employed by my firm or an authorized contractor, I will provide immediate notification in writing, so this employee name may be removed from the "authorized" list.

Very truly yours,

[SIGNATURE OF RESPONSIBLE PARTY IN COMPANY]
[NAME PRINTED]
[TITLE]

SITE LICENSE ACKNOWLEDGMENT

This Site License Acknowledgment ("SLA") is made by and between **City of Spokane** ("Licensor"), and **DISH Wireless L.L.C.** ("Licensee") pursuant to the terms of that certain Master License Agreement between Licensor and Licensee dated _____, 2022. Capitalized terms used in this SLA have the same meaning as such terms are defined in the Master License Agreement unless otherwise indicated.

1. Site Name and/or Number:

SEGEG00114B

2. Site Address:

2216 W Strong Rd, Spokane, WA 99208

3. Site Legal Description:

a. Tower Parcel – City of Spokane:

The east 250 feet of the north 250 feet of the south 580 feet of the west half of the west half of the southwest quarter of the northeast quarter in Section 24, Township 26 North, Range 42 East, W.M. Spokane County, Washington.

Tax Parcel No. 26241.0025.

b. Easement Parcel 1 – Prestige Worldwide Properties, LLC:

A portion of the West half of the West half of the Southwest quarter of the Northeast quarter of Section 24, Township 26 North, Range 42 East of the Willamette Meridian.

Tax Parcel No. Portion of 26245.0055.

c. Easement Parcel 2 – Reed Moore:

The North 385 feet of the West half of the West half of the Southwest Quarter of the Northeast Quarter; and the West 30 feet of the East 65 feet of the Southeast Quarter of the Northwest Quarter in Section 24, Township 26 North, Range 24 East, W.M.; in Spokane County, Washington.

Tax Parcel No. 26245.0053.

4. The Site is:

Owned by Licensor

5. General Description of Facility Licensed:

10' x 10' land lease area adjacent to Water Tank; together with space on the Water Tank for up to 15 total antennas and associated communications equipment; together with non-exclusive right to install lines and cables running between the Water Tank space and land lease area and the non-exclusive right for ingress and egress pursuant to the

terms of the Master License Agreement.

6. Antenna Physical Description:

See Exhibit A attached hereto and incorporated herein

7. Shelter/Cabinet Physical Description:

See Exhibit A attached hereto and incorporated herein

8. Intermodulation Study Completed and Approved (if applicable): N/A

9. Initial Site Floor Noise Measurement: N/A

10. Drawings Received by Licensors:

See Exhibit A attached hereto and incorporated herein

11. Structural Integrity Study: TBD

12. Site Access Details and Provisions: TBD

13. Plan for Minimizing Visual Impact of Equipment at Site: N/A

14. Construction Work requested of Licensors by Licensee: TBD

15. Coordination Provisions between Licensors and Licensee: TBD

16. Monthly Fee:

\$3,200.00 per month, adjusted annually pursuant to Section 5.1 of the Master License Agreement

17. Additional Provisions: N/A

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____ 2022.

Licensor:

Licensee:

City of Spokane

DISH Wireless L.L.C.

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

Clerk

APPROVED AS TO FORM:

Assistant City Attorney

STATE OF WASHINGTON)
) SS.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the **City Manager** of the **City of Spokane, Washington**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Name: _____
Dated: _____
Notary Public for the state of _____
Residing in _____
My appointment expires: _____

STATE OF _____)
) SS.
COUNTY OF _____)

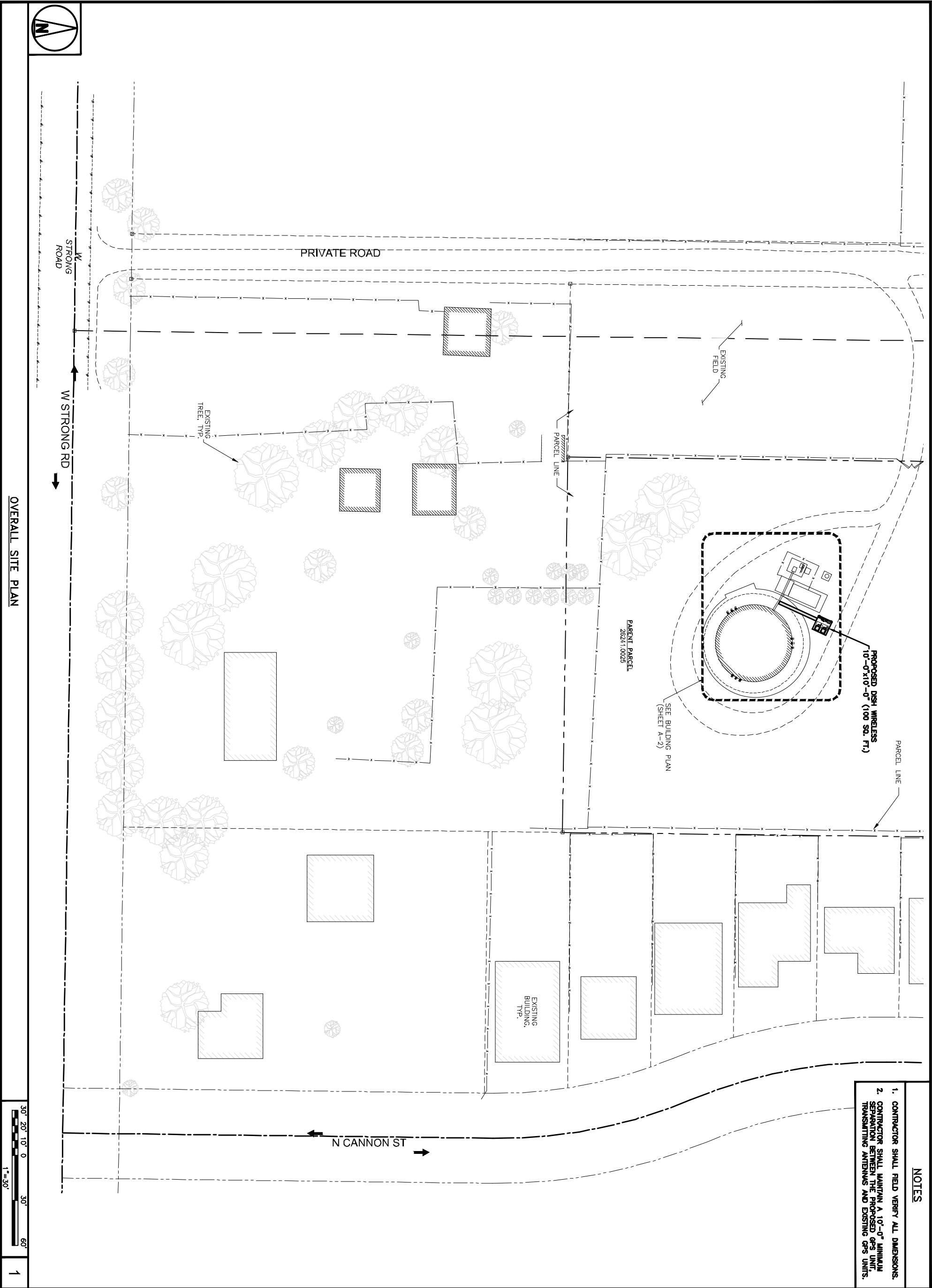
On this ____ day of _____, 2022, before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in her capacity, that by his/her signature on the instrument, the individual, or the entity, **Dish Wireless L.L.C.**, upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of _____, County of _____, State of _____.

Signature and Office of Individual
Taking Acknowledgment

Exhibit A

Licensee Construction and Design Plans

(attached)



- NOTES**
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
 2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



2030 MAIN STREET, SUITE 200
IRVINE, CA 92614

NOT TO BE USED
FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE AGING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY: CHECKED BY: APPROVED BY:

DV ADR BJ

RFDS REV #: 1

PRELIMINARY DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
-----	------	-------------

A 4/27/21 ISSUED FOR REVIEW

A&E PROJECT NUMBER
P-52051

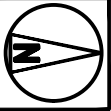
DISH WIRELESS PROJECT INFORMATION

SEEG00114B
2216 W STRONG RD
SPOKANE, WA 99208

OVERALL AND ENLARGED SITE PLAN

SHEET NUMBER

A-1



→

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GAS UNIT, TRANSMITTING ANTENNAS AND EXISTING GAS UNITS.
3. CONTRACTOR TO VERIFY, WITH DISH WIRELESS C.A., THE LOCATION OF THE POWER AND FIBER SOURCE PRIOR TO CONSTRUCTION.
4. UTILITY RUBBER MAT TO BE IN STALLED UNDER ALL DISH WIRELESS EQUIPMENT THAT IS RESTING ON OR AFFIXED TO ROOF MEMBRANE.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

2030 MAIN STREET, SUITE 200
IRVINE, CA 92614

NOT TO BE USED
FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

DRAWN BY: CHECKED BY: APPROVED BY

R-FDS REV #: 1

PRELIMINARY
DOCUMENTS

SUBMITTALS

[illegible]

A&E PROJECT NUMBER

P-52051

DISH WIRELESS PROJECT INFORMATION


SEEG00114B
2216 W STRONG RD
SPOKANE, WA 99208

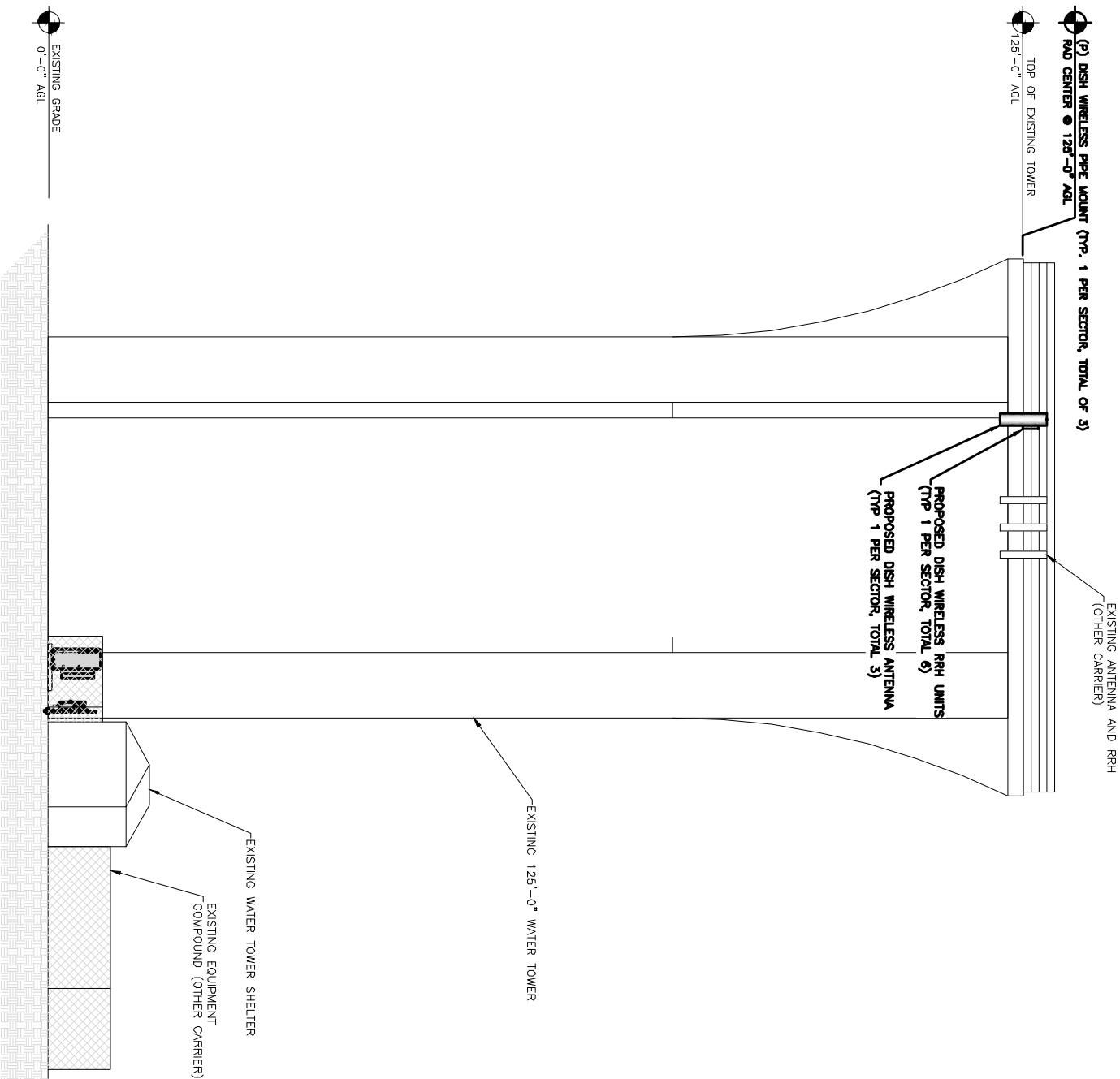
SHEET TITLE
ENLARGED BUILDING
PLAN

SHEET NUMBER

A-2

[illegible]

 <p>5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120</p>				<p>2030 MAIN STREET, SUITE 200 IRVINE, CA 92614</p>				<p>IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.</p> <p>NOT TO BE USED FOR CONSTRUCTION</p>			
<p>PRELIMINARY DOCUMENTS</p>				<p>RFDS REV #: 1</p>				<p>DRAWN BY: CHECKED BY: APPROVED BY:</p>			
<p>SUBMITTALS</p>				<p>DV ADR BJ</p>				<p>REV DATE DESCRIPTION</p>			
<p>A 4/27/21 ISSUED FOR REVIEW</p>				<p>RFDS REV #: 1</p>				<p>REV DATE DESCRIPTION</p>			
<p>A&E PROJECT NUMBER</p>				<p>P-52051</p>				<p>REV DATE DESCRIPTION</p>			
<p>DISH WIRELESS PROJECT INFORMATION</p>				<p>SEGE600114B</p>				<p>REV DATE DESCRIPTION</p>			
<p>2216 W STRONG RD</p>				<p>SPokane, WA 99208</p>				<p>REV DATE DESCRIPTION</p>			
<p>SHEET TITLE</p>				<p>ANTENNA PLAN, ELEVATION AND SCHEDULE</p>				<p>REV DATE DESCRIPTION</p>			
<p>SHEET NUMBER</p>				<p>A-3</p>				<p>REV DATE DESCRIPTION</p>			



- dish**
wireless.
- 5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



2030 MAIN STREET, SUITE 200
IRVINE, CA 92614

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OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____

DV	ADR	Bj
----	-----	----

RFDS REV #: 1

PRELIMINARY
DOCUMENTS

SUBMITTALS

[illegible]

A&E PROJECT NUMBER

P-52051

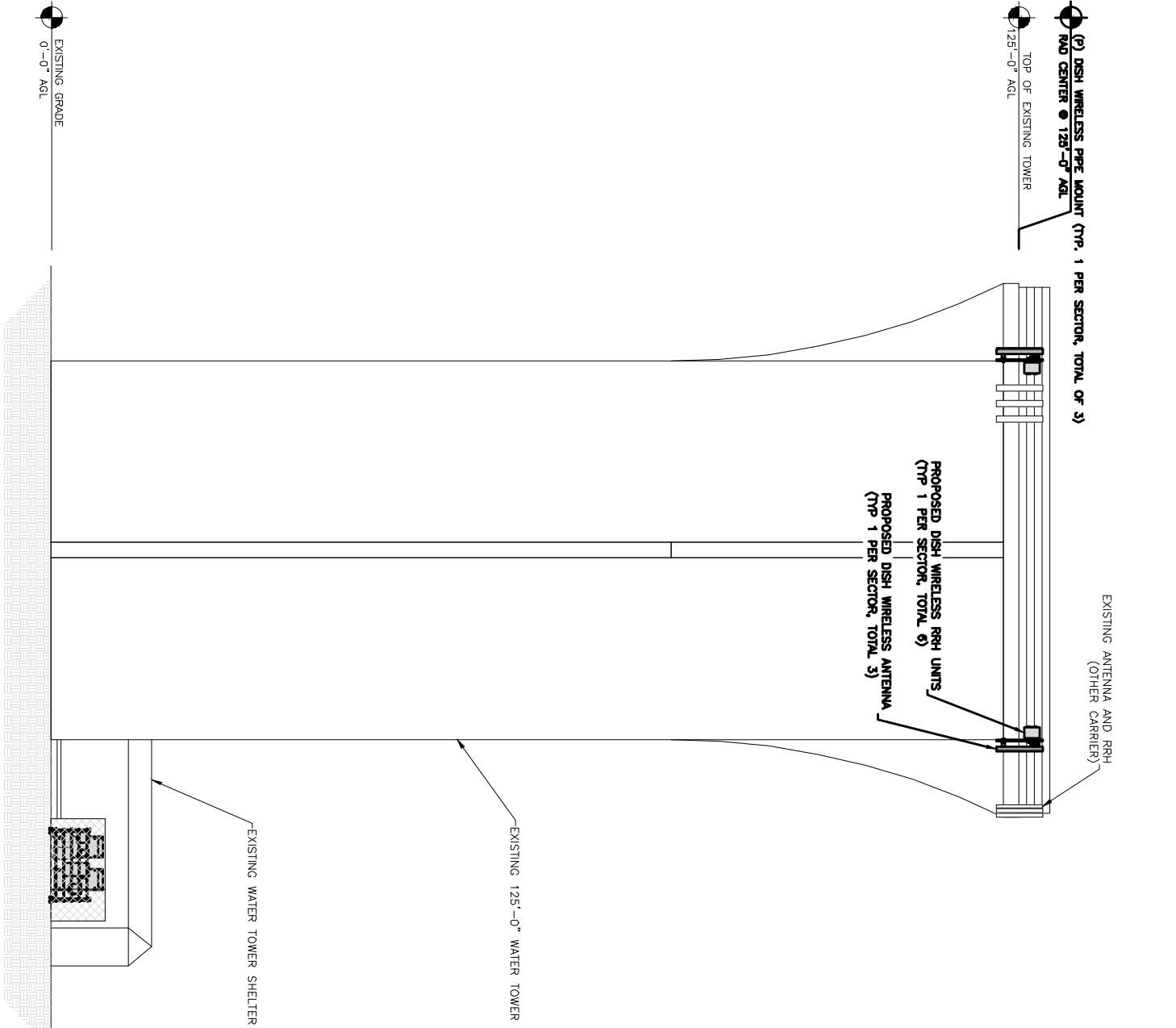
DISH WIRELESS PROJECT INFORMATION

SEEG00114B
2216 W STRONG RD
SPOKANE, WA 99208

SHEET TITLE
ELEVATIONS

SHEET NUMBER

A-4



- dish**
wireless.
- 5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

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DRAWN BY:	CHECKED BY:	APPROVED BY:
DV	ADR	BJ
RDDS REV #:		1

PRELIMINARY DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
A	4/27/21	ISSUED FOR REVIEW

A&E PROJECT NUMBER
P-52051

DISH WIRELESS PROJECT INFORMATION

SEGE000114B
2216 W STRONG RD
SPOKANE, WA 99208

SHEET TITLE
ELEVATIONS

SHEET NUMBER

A-5

SITE LICENSE ACKNOWLEDGMENT

This Site License Acknowledgment ("SLA") is made by and between **City of Spokane** ("Licensor"), and **DISH Wireless L.L.C.** ("Licensee") pursuant to the terms of that certain Master License Agreement between Licensor and Licensee dated _____, 2022. Capitalized terms used in this SLA have the same meaning as such terms are defined in the Master License Agreement unless otherwise indicated.

1. Site Name and/or Number:

SEGEG00153A

2. Site Address:

5717 S. Parkridge Blvd, Spokane, WA 99224

3. Site Legal Description:

Tract J, EAGLE RIDGE FIFTH ADDITION, a P.U.D., as per Plat recorded April 28, 2004, in Volume 29 of Plats, Pages 57, 58 and 59, Auditor's No. 5063957.

Parcel ID : 34063.4001

4. The Site is:

Owned by Licensor

5. General Description of Facility Licensed:

10' x 15' land lease area adjacent to Water Tank; together with space on the Water Tank for up to 15 total antennas and associated communications equipment; together with non-exclusive right to install lines and cables running between the Water Tank space and land lease area and the non-exclusive right for ingress and egress pursuant to the terms of the Master License Agreement.

6. Antenna Physical Description:

See Exhibit A attached hereto and incorporated herein

7. Shelter/Cabinet Physical Description:

See Exhibit A attached hereto and incorporated herein

8. Intermodulation Study Completed and Approved (if applicable): N/A

9. Initial Site Floor Noise Measurement: N/A

10. Drawings Received by Licensor:

See Exhibit A attached hereto and incorporated herein

11. Structural Integrity Study: TBD

12. Site Access Details and Provisions: TBD

13. Plan for Minimizing Visual Impact of Equipment at Site: N/A

14. Construction Work requested of Licensor by Licensee: TBD

15. Coordination Provisions between Licensor and Licensee: TBD

16. Monthly Fee:

\$3,200.00 per month, adjusted annually pursuant to Section 5.1 of the Master License Agreement

17. Additional Provisions: N/A

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____ 2022.

Licensor:

Licensee:

City of Spokane

DISH Wireless L.L.C.

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

Clerk

APPROVED AS TO FORM:

Assistant City Attorney

STATE OF WASHINGTON)
) SS.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the **City Manager** of the **City of Spokane, Washington**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Name: _____
Dated: _____
Notary Public for the state of _____
Residing in _____
My appointment expires: _____

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2022, before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in her capacity, that by his/her signature on the instrument, the individual, or the entity, **Dish Wireless L.L.C.**, upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of _____, County of _____, State of _____.

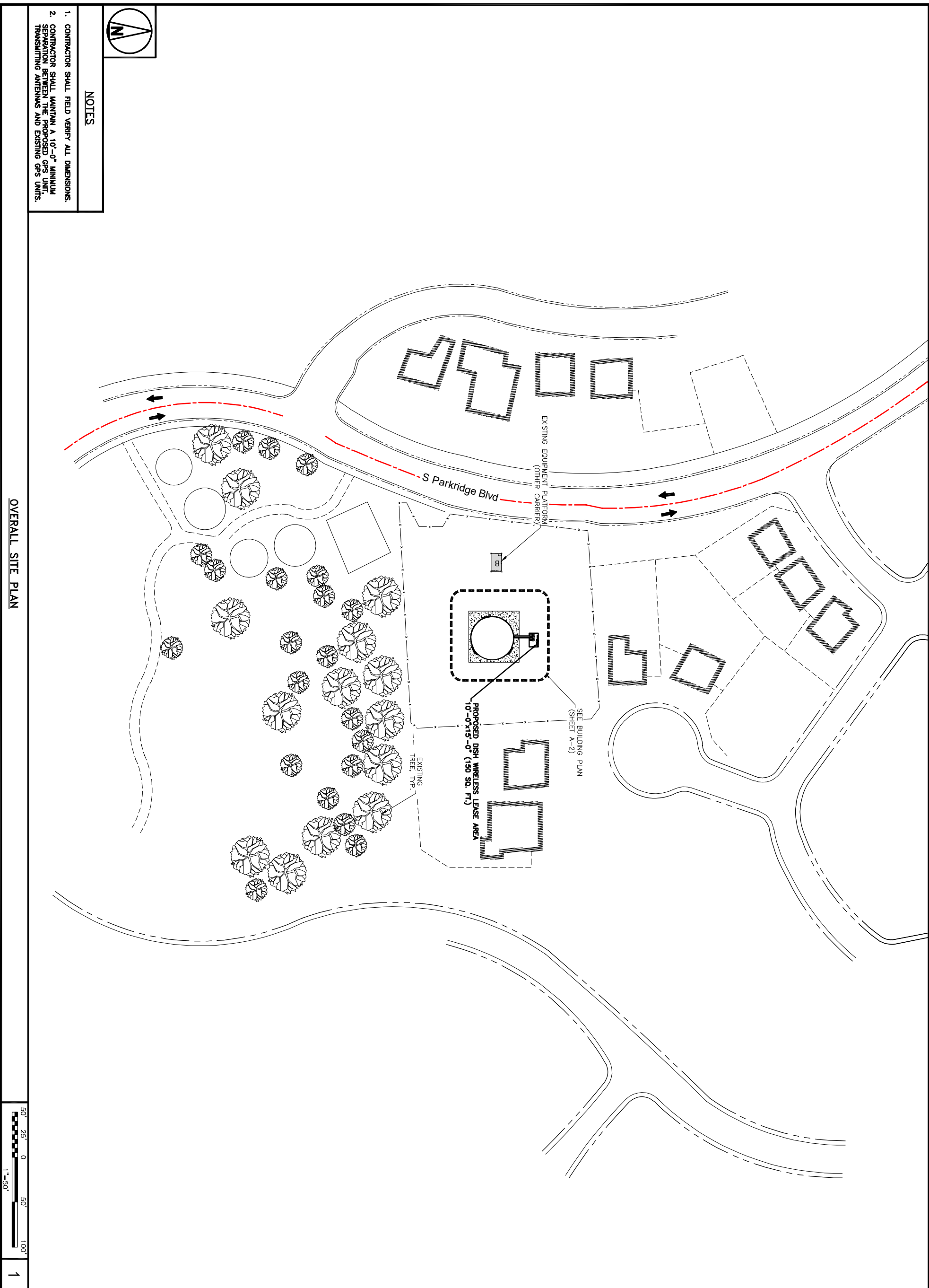
Signature and Office of Individual
Taking Acknowledgment



Exhibit A

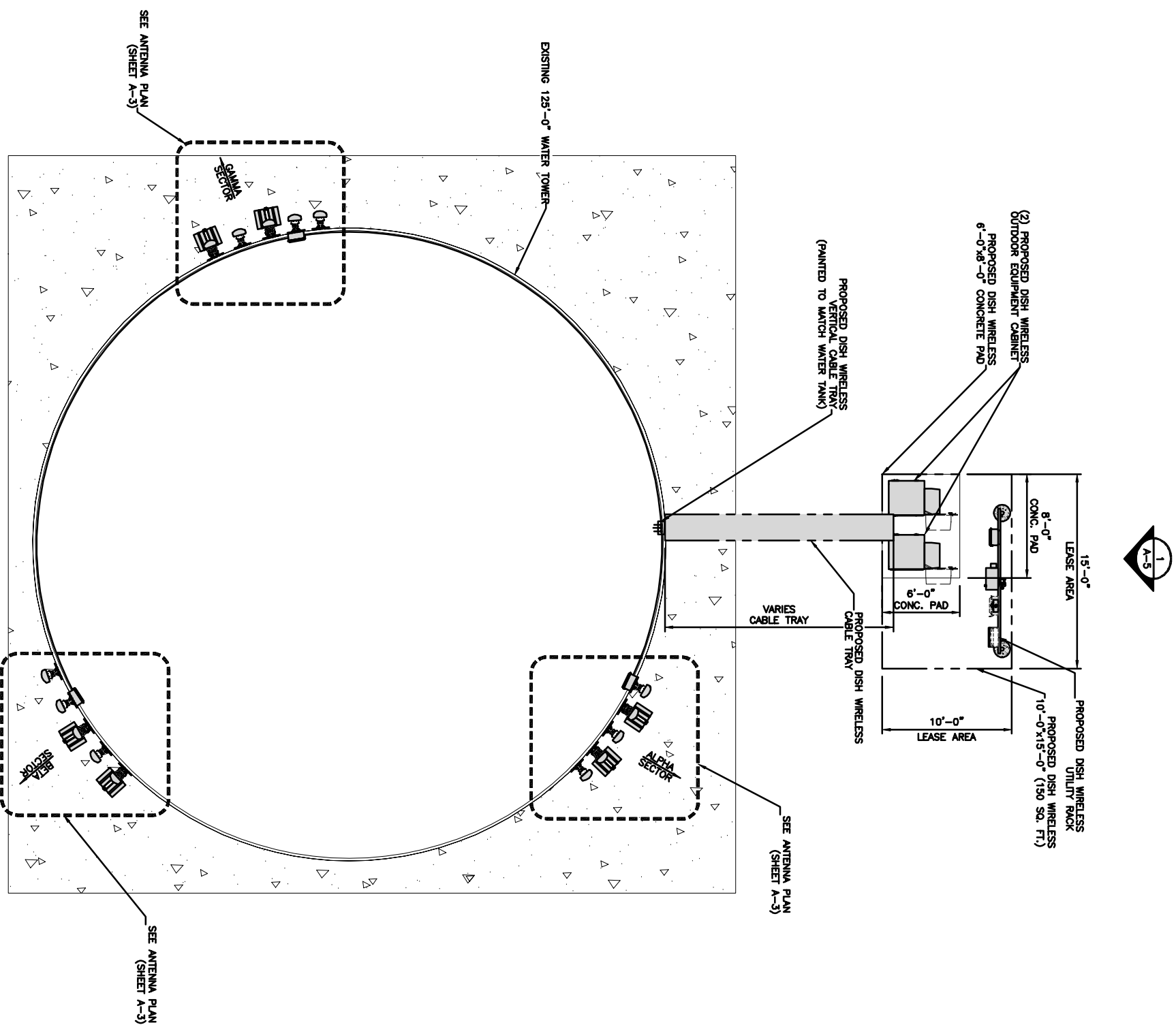
Licensee Construction and Design Plans

(attached)

[illegible]



 <p>5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120</p>		
 <p>2030 MAIN STREET, SUITE 200 IRVINE, CA 92614</p>		
<p>NOT TO BE USED FOR CONSTRUCTION</p>		
<p>IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.</p>		
DRAWN BY: CHECKED BY: APPROVED BY:		
DY	ADR	BU
RFDS REV #:		1
<p>ZONING DOCUMENTS</p>		
SUBMITTALS		
REV	DATE	DESCRIPTION
A	4/29/21	ISSUED FOR REVIEW
<p>A&E PROJECT NUMBER -----</p>		
DISH WIRELESS PROJECT INFORMATION		
<p>SEGE000153A 5717 S PARKRIDGE BLVD SPOKANE, WA 99224</p>		
<p>SHEET TITLE OVERALL AND ENLARGED SITE PLAN</p>		
<p>SHEET NUMBER A-1</p>		



- ## NOTES
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
 2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
 3. CONTRACTOR TO VERIFY WITH DISH WIRELESS C.A. THE LOCATION OF THE POWER AND FIBER SOURCE PRIOR TO CONSTRUCTION.
 4. UTILITY RUBBER MAT TO BE IN STALLED UNDER ALL DISH WIRELESS EQUIPMENT THAT IS RESTING ON OR AFFIXED TO ROOF MEMBRANE.

dish
wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



JS INFRASTRUCTURE
P A R T N E R S

2030 MAIN STREET, SUITE 200
IRVINE, CA 92614

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DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____

RFDS REV #: 1

ZONING DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	4/29/21	ISSUED FOR REVIEW

A&E PROJECT NUMBER

— — —

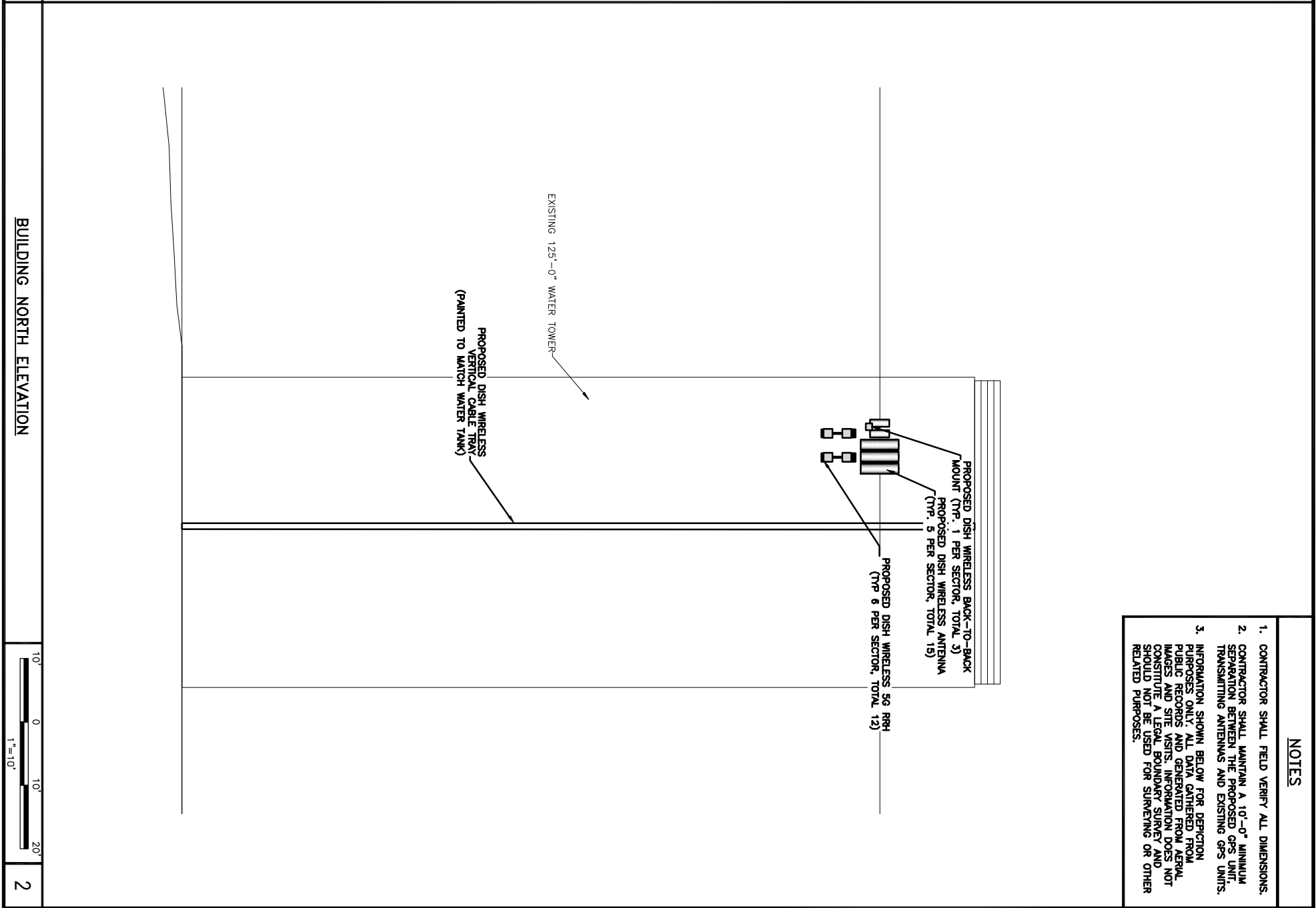
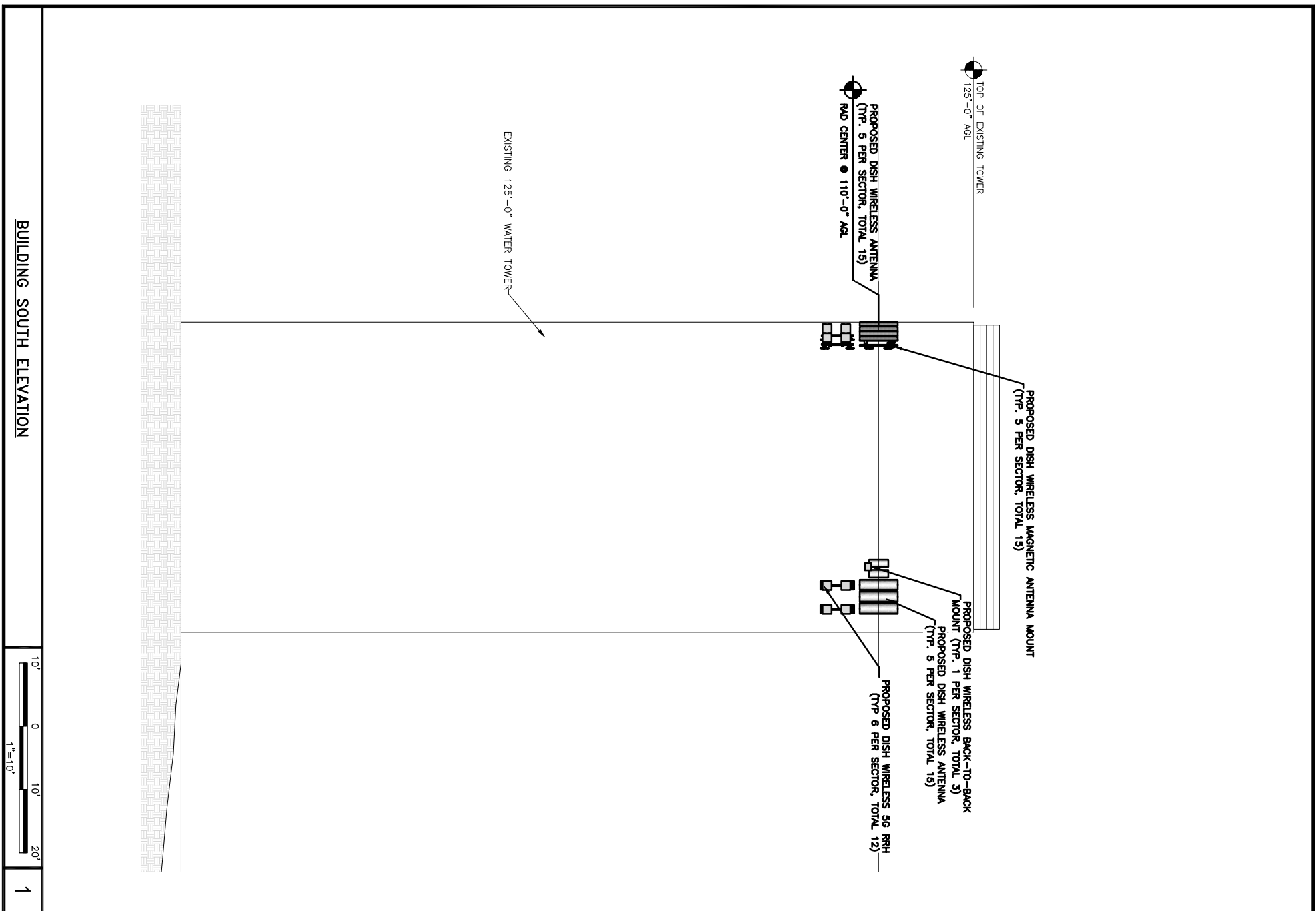
DISH WIRELESS PROJECT INFORMATION

SEGE00153A
5717 S PARKRIDGE BLVD
SPOKANE, WA 99224

SHEET TITLE
ENLARGED BUILDING
PLAN



SHEET NUMBER

A-2



NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
3. INFORMATION SHOWN BELOW FOR DEPICTION PURPOSES ONLY. ALL DATA GATHERED FROM PUBLIC RECORDS AND GENERATED FROM AERIAL IMAGES AND SITE VISITS. INFORMATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY AND SHOULD NOT BE USED FOR SURVEYING OR OTHER RELATED PURPOSES.

		
5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120		
<div style="display: flex; align-items: center;">  <div> J5 INFRASTRUCTURE <small>A N E I N G</small> </div> </div>		
2030 MAIN STREET, SUITE 200 IRVINE, CA 92614		
<p style="font-size: 2em; transform: rotate(-45deg); opacity: 0.5;">NOT TO BE USED FOR CONSTRUCTION</p>		
<small>IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THE USER PRINTS UNDER DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.</small>		
DRAWN BY:	CHECKED BY:	APPROVED BY:
DV	ADR	BJ
RFDS REV #:		1
<h2>ZONING DOCUMENTS</h2>		
SUBMITTALS		
REV	DATE	DESCRIPTION
A	4/29/21	ISSUED FOR REVIEW
A&E PROJECT NUMBER		

DISH WIRELESS PROJECT INFORMATION		
SEGE00153A		
5717 S PARKRIDGE BLVD		
SPOKANE, WA 99224		
SHEET TITLE		
ELEVATIONS		
SHEET NUMBER		
A-4		

BUILDING EAST ELEVATION

A-5

- disn**
wireless.
- 5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



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TO ALTER THIS DOCUMENT.

DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____

DRAWN BY: CHECKED BY: APPROVED BY

RFDS REV #: 1

ZONING DOCUMENTS

[illegible]

A&E PROJECT NUMBER

DISH WIRELESS PROJECT INFORMATION

SEGEG00153A
5717 S PARKRIDGE BLVD
SPOKANE, WA 99224

SHEET TITLE
ELEVATIONS

SHEET NUMBER

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

05/16/2022

Date Rec'd

5/4/2022

Clerk's File #

OPR 2021-0579

Renews #**Submitting Dept**

HOUSING & HUMAN SERVICES

Cross Ref #**Contact Name/Phone**

HEATHER PAGE 6578

Project #

WA0374

Contact E-Mail

HPAGE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

1680 - BUDGET INCREASE FOR COC PROJECT WA 0374

Agenda Wording

Contract Amendment with Catholic Charities to add \$60,000 to supportive services. Total Contract Amount: \$279,869.

Summary (Background)

Catholic Charities of Spokane's Permanent Supportive Housing Consolidation project, WA0418, identified a need for additional funds totaling \$60,000. These funds will be applied to the project's, Supportive Services budget line-item. After reviewing the spending patterns for this project, CHHS believes that the subrecipient has demonstrated the ability to spend this additional money between 04/01/22 and 07/31/22. The CoC Board finalized approval of the April 2022 budget revisions on 04/20/22.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 60,000.00

1541-95575-65410- 54201-99999

Select \$

#

Select \$

#

Select \$

#

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

CERECEDES, JENNIFER

Study Session\Other

PSCH 5/2/2022

Division Director

CERECEDES, JENNIFER

Council Sponsor

Council Member Cathcart

Finance

MURRAY, MICHELLE

Distribution List**Legal**

ODLE, MARI

hpage@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

CHHSgrants@spokanecity.org

Additional Approvals

CHHSaccounting@spokanecity.org

Purchasing

kclifton@spokanecity.org

**GRANTS,
CONTRACTS &
PURCHASING**

MURRAY, MICHELLE

Sharon Stadelman
sharon.stadelman@cceasternwa.org

Committee Agenda Sheet

Public Safety and Community Health

Submitting Department	Community Housing and Human Services
Contact Name & Phone	Heather Page, 509-625-6578
Contact Email	hpage@spokanecity.org
Council Sponsor(s)	CM Cathcartt
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Budget Increase for CoC Project WA 0374
Summary (Background)	<p>CoC Subrecipients recently completed a review of their budgets and spend down patterns. Subrecipients identified areas in which they needed to request budget line-item shifts, de-obligation, and areas in which they could spend additional funds.</p> <p>During this process, Catholic Charities of Spokane's Permanent Supportive Housing Consolidation project, WA0418, identified a need for additional funds totaling \$60,000. These funds will be applied to the project's, Supportive Services budget line-item.</p> <p>After reviewing the spending patterns for this project, CHHS believes that the subrecipient has demonstrated the ability to spend this additional money between 04/01/2022 and 07/31/2022.</p> <p>The CoC Board finalized approval of the April 2022 budget revisions on 04/20/2022.</p>
Proposed Council Action & Date:	CHHS is seeking the Council's consent to amend the subrecipient's budget in excess of \$50,000.
Fiscal Impact: Total Cost: <u>No cost budget revision</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: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) All CoC HUD-funded projects are required to provide a match contribution equivalent to 25% of the total project's budget. Catholic Charities has committed to provide the additional match funds.	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? The budget increase would permit the subrecipient to continue offering services to currently homeless, or individuals and families at-risk of homelessness. Historically excluded or underrepresented communities are present in Spokane's homeless population at a higher rate than in Spokane's non-homeless population. Increasing funding therefore, increases services available to historically excluded 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?	

Data is collected through the CoC's CMIS technology and reviewed in accordance with the CoC and the City's analysis and reporting requirements regarding racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities.

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

Data is collected through the CoC's CMIS technology and reviewed in accordance with the CoC's performance metrics. This information is used to score subrecipients for ranking during the renewal process each year.

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 City actively participated in the development of the 5-year strategic plan to end homelessness. The services offered by the subrecipient support the objectives of the 5-year plan.



City of Spokane
AGREEMENT AMENDMENT A

Title: PERMANENT SUPPORTIVE
HOUSING CONSOLIDATION (WA0374)

This Agreement Amendment is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **CATHOLIC CHARITIES OF SPOKANE**, whose address is 12 E. 5TH AVE, SPOKANE, WA as (“GRANTEE”).

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the PERMANENT SUPPORTIVE HOUSING CONSOLIDATION, WA00374; and

WHEREAS, the City, as the Collaborative Applicant with Unified Funding Agency status, shall redistribute project funds in order to spend down the City’s entire Continuum of Care award, with approval from the Spokane City/County Continuum of Care Board;

WHEREAS, additional funding has been made available under the Program Year 2019 Continuum of Care Grant, Grantor Award # WA0001U0T022002, Total Federal Award \$4,148,698.00, and issued on June 02, 2021; and

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

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

1. CONTRACT DOCUMENTS.

The original Agreement, dated OCTOBER 14, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Agreement Amendment shall become effective on April 1, 2022.

3. AMENDMENT.

FACE SHEET – CITY PROGRAM REPRESENTATIVE & CITY CONTRACT REPRESENTATIVE. The information in boxes 6 and 8 is replaced as follows:

6. City’s Program Representative Jennifer Cerecedes, CHHS Director 808 W. Spokane Falls Blvd, 6 th Floor Spokane, WA 99201 509-625-6055 jcerecedes@spokanecity.org	8. City’s Contract Representative Heather Page, CHHS Program Professional 808 W. Spokane Falls Blvd, 6 th Floor Spokane, WA 99201 509-625-6578 hpage@spokanecity.org
---	--

4. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by **SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **TWO HUNDRED SEVENTY-NINE THOUSAND EIGHT HUNDRED SIXTY-NINE AND NO/100 DOLLARS (\$279,869.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page X} of the original Agreement):

<u>Category</u>	<u>Amount</u>
Leasing	\$
Rental Assistance	\$
Supportive Services	\$267,551.00
Operating Costs	\$
Administration	\$12,318.00
TOTAL	\$279,869.00

5. AMENDMENT.

SECTION NO. 4 – MATCHING CONTRIBUTIONS. The original Agreement is amended as follows:

The GRANTEE is required to make matching contributions to supplement the CoC Program in accordance with 24 CFR 578.73. The GRANTEE must match all grant funds expended, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. It is the responsibility of the GRANTEE to ensure that match activities are eligible and properly documented.

The GRANTEE shall provide matching funds for this project in the amounts and forms as identified below:

Cash Match	\$58,047	\$69,968
In-Kind Match	\$ 0	
Total Match Commitment	\$58,047	\$69,968

Match must be used for the costs of activities that are eligible under this grant as defined in Subpart D of 24 CFR, Part 578. Cash match must be expended within the term of this Agreement and in-kind contributions must be made within the term of this Agreement.

Funds from any source, including other Federal sources (excluding Continuum of Care program funds), as well as state, local and private sources may be used as the source of cash match, provided that funds from the source are not statutorily prohibited to be used as a match and are not being used as match against any other funding source. GRANTEE's program income may be used to as match, provided the costs are eligible CoC costs that supplement the CoC Program.

The GRANTEE may use the value of any real property, equipment, goods or services contributed to the project as in-kind match, provided that if the GRANTEE had to pay for them with grant funds, the costs would have been eligible under Subpart D of 24 CFR Part 578.

If in-kind services are used to fulfill part of the match, the GRANTEE must submit a copy of the Memorandum of Understanding (MOU) executed between the GRANTEE and the third party that will provide services to the CITY's Contract Representative when first reporting the match using the CITY's invoice packet.

The GRANTEE shall maintain documentation of the actual in-kind services provided to program participants and in-kind contributions to the project throughout the grant period. The records must evidence how the value placed on third-party in-kind contributions was derived. In-kind match represented by volunteer services must be documented using the same methods used by the GRANTEE to support the allocation of regular personnel costs. Services provided by the individuals must be valued at rates consistent with those ordinarily paid for similar work in the GRANTEE's organization. If employees of the GRANTEE do not perform similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the labor market.

The GRANTEE shall report match information to the CITY on the match report form included in the Grantee Billing Form packet in accordance with the Match Reporting procedures outlined in Section No. 9 below.

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

CATHOLIC CHARITIES OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

Attachments that are part of this Agreement:
Attachment 1 – Debarment Certification
Attachment 2 – REVISED Grantee Billing Form

CITY OF SPOKANE


By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

	City of Spokane Grantee Billing Form Program Year 2020 Continuum of Care	City Clerk #	OPR 2021-0579
		Vendor ID #	012876
		FMS Acct #	1541-95575-65410-54201-99999

SUBMIT BILLING TO:	GRANTEE INFORMATION:	PROJECT INFORMATION:
City of Spokane - CHHS Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201 chhsreports@spokancity.org	Catholic Charities of Spokane 12 E. 5th Ave Spokane, WA 99201	Title: PSH Consolidation Project #: WA0374 Term: 08/01/2021 - 07/31/2022 ICR: 10% MTDC

GRANTEE CERTIFICATION

Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. Vendor/Claimant Certificate: I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.

Signed By: _____ **Title:** _____ **Date:** _____

Printed Name: _____ **Telephone:** _____ **Email:** _____

EXPENSES		Expense Period:		
	<u>A</u> Grant Budget	<u>B</u> Current Expense Request	<u>C</u> Total Previously Requested	<u>D</u> Grant Balance (A-B-C)
Categories:				
SUPPORTIVE SERVICES				
Case Management	\$ 239,362.25	\$ -	\$ 169,523.56	\$ 69,838.69
Food	\$ 3,188.75	\$ -	\$ 674.80	\$ 2,513.95
Mental Health Services	\$ 15,000.00	\$ -	\$ 10,755.70	\$ 4,244.30
Outpatient Health Services	\$ 8,000.00	\$ -	\$ 4,688.75	\$ 3,311.25
Substance Abuse Treatment Services	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Transportation	\$ -	\$ -	\$ -	\$ -
<i>Subtotal</i>	\$ 267,551.00	\$ -	\$ 185,642.81	\$ 81,908.19
ADMINISTRATIVE COSTS				
Administration	\$ 12,318.00	\$ -	\$ 12,318.00	\$ -
<i>Subtotal</i>	\$ 12,318.00	\$ -		
Total Program Income Unspent (reduction to total reimbursement request)		\$ -	\$ -	
GRAND TOTAL	\$ 279,869.00	\$ -	\$ 185,642.81	\$ 81,908.19

Contract Amount (auto populated)	\$ 279,869.00	% Expended:	66.33%
Total Expended to Date (auto populated)	\$ 185,642.81		
Contract Remaining Balance	\$ 94,226.19	% Remaining:	33.67%

☐ ← Check box if final request.

CHHS Approval:

Match Report					
Organization:	CCEW	Project #:	WA0374	City Clerk #:	OPR 2021-0579
Prepared By:		Title:		Date:	
Project Match Requirement:	\$69,968	Match Type:	Cash		
Please complete the table and provide required supporting documentation to demonstrate that the project match requirement has been met.					
Expense Category	Expense Subcategory	Match Type (cash or in-kind)	Reporting Period Actual	Previously Reported	Total to Date
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
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			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
Total Project Match Reported			\$ -	\$ -	\$ -



Agenda Sheet for City Council Meeting of:
05/16/2022

Date Rec'd	5/4/2022
Clerk's File #	RES 2022-0046
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CM BINGLE X6275
Contact E-Mail	JBINGLE@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - RESOLUTION HONORING DETECTIVE RODRIGUEZ

Agenda Wording

A Resolution honoring Spokane Police Detective Juan Rodriguez for his extraordinary act of bravery and heroism on September 11, 2020.

Summary (Background)

Det. Rodriguez demonstrated extreme bravery on 9/11/2020 when he was shot in the line of duty and continued to pursue the violent offender, despite being severely injured. On 1/17/2022 he was awarded the Purple Heart and Medal of Valor. The Medal of Valor is the highest recognition of achievement presented by the SPD. Council acknowledges the importance and difficulty of the work done by the SPD to serve and protect our community, and honors Det. Rodriguez's extreme bravery and heroism.

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ALLERS, HANNAHLEE	<u>Study Session\Other</u>	5/2 Public Safety Committee
<u>Division Director</u>		<u>Council Sponsor</u>	CMs Bingle and Cathcart
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		nocheltree@spokanecity.org	
<u>For the Mayor</u>		jbingle@spokanecity.org	
<u>Additional Approvals</u>		mcathcart@spokanecity.org	
<u>Purchasing</u>		sblackwell@spokanecity.org	

RESOLUTION NO. 2022-0046

A Resolution honoring Spokane Police Detective Juan Rodriguez for his extraordinary act of bravery and heroism on September 11, 2020.

WHEREAS, National Police Week is May 11th-17th; and

WHEREAS, the Spokane Police Department is tasked to serve and protect the citizens of Spokane; and

WHEREAS, commissioned members of the Spokane Police Department often go above and beyond to serve and protect; and

WHEREAS, Spokane Police Detective Juan Rodriguez demonstrated extreme bravery and professionalism during an incident on September 11, 2020 when he pulled in behind an armed carjacking suspect's vehicle, exited his undercover vehicle, and identified himself as a Police Officer before the suspect took off running. The suspect then shot his .45 caliber firearm at Detective Rodriguez, striking him in the right thigh. Despite having just been shot, Detective Rodriguez continued to pursue the armed and violent offender; and

WHEREAS, Detective Rodriguez was seriously injured in the line of duty and was subsequently awarded the Purple Heart and Medal of Valor on January 17, 2022; and

WHEREAS, the Purple Heart is awarded to Spokane Police Department employees who receive a wound or injury of a degree necessitating hospitalization or the immediate care of a physician. And this injury must be of a serious nature capable of causing death or extended disability. And to qualify for this award, the wound or injury must have appeared to have been caused by the deliberate actions of another in an attempt to cause injury to the employee or some other person, thing, or property; or in the attempted apprehension of said person; or in an attempt to save a human life placing oneself in immediate peril; and

WHEREAS, the Medal of Valor is the highest recognition of achievement presented by the Spokane Police Department. And the Medal of Valor is awarded to department employees who distinguish themselves with extraordinary acts of bravery or heroism above and beyond that which is normally expected in the line of duty. And employees must have displayed extreme courage by placing their own safety in immediate peril in the pursuit of their duties.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council honors Spokane Police Detective Juan Rodriguez for his extraordinary act of bravery and heroism on September 11, 2020.

BE IT ALSO RESOLVED that the Council acknowledges the importance and difficulty of the work done by the Spokane Police Department to serve and protect our community.

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

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	City Council
Contact Name & Phone	Councilman Bingle 509.625.6275
Contact Email	jbingle@spokanecity.org
Council Sponsor(s)	Councilman Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 min
Agenda Item Name	Honoring SPD Detective Juan Rodriguez
Summary (Background)	<p>On September 11, 2020 Detective Rodriguez pulled in behind an armed carjacking suspect's vehicle, exited his undercover vehicle and identified himself as a Police Officer. The suspect took off running and immediately shot his .45 caliber firearm at Detective Rodriguez, knowing that he was a Police Officer. Detective Rodriguez was struck by the bullet in the right thigh, and yet still continued to pursue the armed and violent offender.</p> <p>On January 17, 2022 Detective Rodriguez was awarded the Metal of Valor and a Purple Heart Medal. The Medal of Valor is the highest recognition of achievement presented by the Spokane Police Department. The Medal of Valor is awarded to department employees who distinguish themselves with extraordinary acts of bravery or heroism above and beyond that which is normally expected in the line of duty. Employees must have displayed extreme courage by placing their own safety in immediate peril in the pursuit of their duties.</p> <p>The Purple Heart is awarded to Spokane Police Department employees who receive a wound or injury of a degree necessitating hospitalization or the immediate care of a physician. This injury must be of a serious nature capable of causing death or extended disability. To qualify for this award, the wound or injury must have appeared to have been caused by the deliberate actions of another in an attempt to cause injury to the employee or some other person, thing, or property; or in the attempted apprehension of said person; or in an attempt to save a human life placing oneself in immediate peril.</p>



2021
Letter of Awards
Medal of Valor and Purple Heart Medal



To: Detective Juan Rodriguez
From: Craig N. Meidl, Chief of Police
Date: January 17, 2022
Re: Medal of Valor and Purple Heart Medal Awards

Sergeant Vigessaa and Captain Hendren nominated you for the Medal of Valor and Purple Heart Medal. The Purple Heart is awarded to department personnel for receiving a wound or injury in the line of duty capable of causing death or extended disability. The Medal of Valor is the highest recognition of achievement presented by the Spokane Police Department. The Medal of Valor is awarded to employees for extraordinary acts of bravery or heroism, while displaying extreme courage by placing oneself in immediate peril. When the Special Awards Committee reviewed this nomination, it was clear that you are most deserving of both of these awards.

On 9/11/2020, Det. Rodriguez was involved in a pursuit of a carjacking suspect. Sgt. Vigessaa stated: "Det. Rodriguez pulled in behind the suspect vehicle, exited his undercover vehicle and identified himself as a Police Officer. The suspect took off running and immediately shot his .45 caliber firearm at Det. Rodriguez, knowing he was a Police Officer. Det. Rodriguez was struck by the bullet in the right thigh as Det. Rodriguez gave foot chase after the suspect.

The suspect had run toward a parked and occupied vehicle when Det. Rodriguez returned fire at this violent and assaultive offender. Det. Rodriguez shot the suspect which ended the threat of violence.

During the incident, Det. Rodriguez, even though being shot, did not break stride. Det. Rodriguez was shot in the leg and still ran after this armed and violent offender.

When the suspect fell, Det. Rodriguez, with the assistance of Officer LeQuire, still continued his duties in handcuffing the suspect, again after giving chase and being shot in the leg. Only after the suspect was detained in handcuffs, and the threat to the community was eliminated, did Det. Rodriguez stop and assess his own injury. Det. Rodriguez's gunshot wound was inches away from his femoral artery, which could have been fatal to him."

Captain Hendren added: "Anytime an officer engages in a foot pursuit it places an officer in danger. Very few officers, however, will ever encounter a situation such as the situation Det. Rodriguez encountered. The suspect, without warning, drew a handgun and fired at Det. Rodriguez. This action alone would give any officer pause. To compound the severity of this incident, Det. Rodriguez was struck by the suspect's gunfire. Det. Rodriguez did not pause, retreat or give up. Knowing that the suspect still posed an imminent threat to fire again, as the suspect was still armed with a handgun, he continued to pursue. Due to the rapidly evolving nature of the incident, Det. Rodriguez could not have known how seriously he was injured. By continuing to chase the suspect, Det. Rodriguez voluntarily placed his life in more danger. His actions were the definition of bravery considering the totality of the circumstances. His decision to remain engaged in this dangerous situation until he was able to neutralize the threat served to protect his fellow officers who were arriving on scene and any civilian in the area. It is my opinion that Det. Rodriguez is most deserving of both the Purple Heart and the Medal of Valor."

Detective Rodriguez, you have my personal thanks for your efforts to apprehend the suspect, and the gratitude of our community and your fellow officers for your dedication to our profession. I am proud to present you with the Purple Heart and Medal of Valor. A copy of this document will be placed in your personnel file.

A handwritten signature in black ink, appearing to read "Craig Meidl".

Craig Meidl
Chief of Police





Agenda Sheet for City Council Meeting of:
05/16/2022

<u>Date Rec'd</u>	5/4/2022
<u>Clerk's File #</u>	RES 2022-0047
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	CM KINNEAR X6261	<u>Project #</u>	
<u>Contact E-Mail</u>	LKINNEAR@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 - RESOLUTION SUPPORTING THE SPOKANE REGIONAL FOOD ACTION PLAN		

Agenda Wording

Supporting the Spokane Regional Food Action Plan developed by the Spokane Food Policy Council.

Summary (Background)

The Spokane Food Policy Council's (SFPC) mission is to advance policies and initiatives to foster a resilient food system in the region; a system that is healthy and equitable for its residents, economy, and environment. The SFPC's Regional Food Action Plan is a framework for regional food system stakeholders and partners to use when building a more resilient food system in the Spokane area. ~350 food system stakeholders informed the plan via a survey and a community forum.

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> 4/25 PIES Committee
<u>Division Director</u>		<u>Council Sponsor</u> CMs Kinnear and Stratton
<u>Finance</u>		<u>Distribution List</u>
<u>Legal</u>		gbyrd@spokanecity.org
<u>For the Mayor</u>		
<u>Additional Approvals</u>		
<u>Purchasing</u>		

RESOLUTION NO. 2022-0047

A Resolution supporting the Spokane Regional Food Action Plan developed by the Spokane Food Policy Council which identifies needed strategic investments to preserve farmland, increase local food processing, provide healthy food for all, and reduce food waste. These strategic investments improve local food access, prosperity, and public health throughout the community. They also insulate the local food system from future disruptions.

WHEREAS, the Spokane Food Policy Council was formed in 2013 with the mission to advance policies and initiatives that foster a resilient food system in the Spokane area; a system that is healthy and equitable for its residents, economy, and environment; and

WHEREAS, in 2016 the Spokane Food Policy Council published the Spokane Regional Food System Inventory which provided an assessment of our local food system including: growers, processors, distributors, retailers, consumers, and professional composters; and

WHEREAS, the Spokane Regional Food System Inventory identified areas of agricultural and food industry growth potential as an economic development tool as well as gaps in our current system that have detrimental impacts on the well-being of residents and our natural resources; and

WHEREAS, in 2017, the Spokane City Council adopted the Spokane Regional Food System Inventory and requested the development of a Spokane Regional Food Action Plan by the Spokane Food Policy Council through Resolution NO. 2017-0098; and

WHEREAS, the 2017 USDA Census of Agriculture reports that between 2012 and 2017, Spokane County lost 13 farms of 10 – 49 acres, 32 farms of 50 – 69 acres and 19 farms of 70 – 99 acres; and

WHEREAS, the American Farmland Trust estimated from data collected in their 2020 report, Farms Under Threat, that between 2001 and 2016, 10,200 acres of Spokane County agricultural land was converted to High- and Low-density Residential development; and

WHEREAS, in 2019, 12.8% of all people and 17.8% of children in Spokane County experienced food insecurity; and

WHEREAS, the Spokane Food Policy Council has developed the Spokane Regional Food Action Plan with input from food system stakeholders including: growers, processors, distributors, retailers, consumers, and professional composters; and

WHEREAS, in 2022 the Spokane Food Policy Council published the Spokane Regional Food Action Plan which identifies priorities for the following: Farmland

Preservation, Increase Local Food Processing, Healthy Food for All, and Reduce Food Waste; and

WHEREAS, the Farmland Preservation strategies include creating visibility for local farms, creating a framework for updating local Comprehensive Plans to strengthen farmland preservation policies and revitalize the local food system, improving access to farmland, and increasing farm labor availability; and

WHEREAS, the Increase Local Food Processing strategies include increasing availability of local meat and meat processing and improving access for small scale food processors; and

WHEREAS, the Healthy Food for All strategies include creating opportunities for people to grow and share their own food, supporting and growing equitable food access, connecting local food system stakeholders, and supporting programs and policies that help children, adults and seniors get healthful food; and

WHEREAS, the Reduce Food Waste strategies include reforming the residential and business composting program, using education to reduce edible food waste while increasing the repurposing or composting of inedible food and other organics, and incenting food businesses and farmers to donate unsold, consumable food; and

WHEREAS, The Spokane Regional Food Action Plan priorities are well aligned with the recently adopted 2021 City of Spokane Sustainability Action Plan.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council formally supports the Spokane Regional Food Action Plan and the Spokane Food Policy Council and community partners' advocacy to execute the identified local food system strategies and recommendations.

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

City Clerk

Approved as to form:

Assistant City Attorney

SPOKANE REGIONAL FOOD ACTION PLAN 2022



Farmland Preservation



Increase Local Food Processing



Healthy Food for All



Reduce Food Waste

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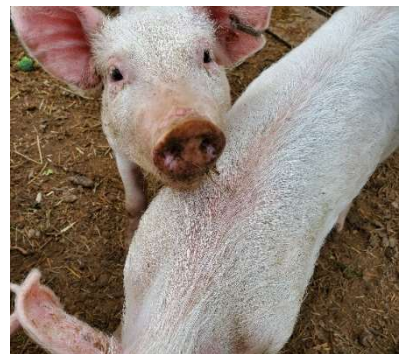
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EXECUTIVE SUMMARY



Food, the most basic of human needs, is easily taken for granted in a society of abundance. The COVID-19 pandemic revealed the fragility of our current food system. The goal of the Spokane Food Policy Council's Regional Food Action Plan is to create a framework for regional food system stakeholders and partners to use when building a more resilient food system in the Spokane area. The plan promotes a healthy and equitable food system that is advantageous to the local economy and protective of the environment.

The Regional Food Action Plan was developed by conducting a food policy audit, an online food system community survey, and two virtual community forums in 2020. Approximately 350 food system stakeholders including producers, processors, distributors, consumers, and waste managers informed the plan by completing the survey or attending a community forum. The feedback was analyzed by the Spokane Food Policy Council, who identified four priorities for our regional food system: Farmland Preservation, Increasing Local Food Processing, Healthy Food for All, and Reducing Food Waste.



The Spokane Food Policy Council's Regional Food Action Plan will enhance community health through the following actions:

- Preserving farmland and recruiting new farmers increasing local food production and adding to our local economy.
- Advocating for policies that enable residents and businesses to make and process their food locally.
- Providing broader access to high-quality food and disseminating better food and nutrition education to empower people to make healthier choices for themselves and their families.
- Reducing food waste through gleaning, redistribution and composting to support food security and the environment.

FARMLAND PRESERVATION

Preserve farmland directly through public policy and indirectly by helping regional farms be more economically viable

Develop a promotion package for the local food and farm economy

Helping local food systems businesses to be more financially viable will help keep farmland in production. Research and interviews completed as part of this Food Plan project suggests that consumers are more likely to buy locally produced food when they have convenient access to information about availability of products. Many of our regional food producers struggle to find markets for their products. The Spokane Food Policy Council (SFPC) recommends developing a media campaign, utilizing multiple channels (print, radio, internet, television, social networking, bus placards and other promotional materials) to promote purchase of local foods and healthy eating. This campaign might also include a publicly available database designed to connect buyers with regional producers.

Complete a socioeconomic study of positive impact of the local food production sector

One way of accurately estimating potential economic growth is through a socioeconomic impact study. The SFPC recommends a partnership of food system stakeholders be assembled to coordinate development of a socioeconomic analysis of the regional food system around Spokane's foodshed. It should be the goal of this stakeholder group to develop plans for such a socioeconomic study, including developing specifications, identifying prospective contractors, and finding funding to execute the study.

This type of study aims to quantify the impact of a particular change, such as a new revenue stream, investment, event, or policy, on the economy in terms of dollars. Socioeconomic analysis estimates economic, social, environmental, and financial costs and benefits for all stakeholders affected by a change. By translating both costs and benefits into monetary units, socioeconomic evaluation allows derivation of combined net value. Combined socioeconomic value can be positive even when net financial value is negative. Socioeconomic analysis accounts for externalities that traditional economic analyses often omit.

While some pre-existing data is available for analyses, obtaining original primary data is the key to producing a final report that is relevant to existing conditions and most useful to stakeholders and decision makers. The process of designing a socioeconomic impact study would:

- Define the scope or boundaries of the study
- Classify which economic variables to consider and map their interdependencies
- Identify key values and key indicators for economic analysis
- Identify potential data sources and negotiate data access
- Develop methodologies for gathering primary data through interviews and surveys
- Gather supporting data
- Determine what information and evidence must be included in the analysis
- Develop a picture of the current regional food economy and make targeted projections of the Spokane foodshed's economic future under various change scenarios
- Explain the sources of data and be transparent about how calculations were reached
- Present clear results useful for decision making that demonstrate stakeholder costs and benefits

A well-executed socioeconomic analysis would be an important starting point toward finding funding for a whole array of work related to strengthening local food systems and developing rural and urban agricultural economies. Reliable economic figures demonstrating contributions of local agriculture and food systems would serve to inform local and state officials and expand networks of allies and partners to include economic developers and members of the business community.

Develop processes and structures for improving food systems stakeholder input on regional policy

The Comprehensive Plans and Zoning Ordinances of Spokane County as well as the cities within the county are continually and regularly reviewed, amended, and updated. SFPC favors policy in these plans that preserves farms and promotes growth in the local farm business sector. Recent land-use decisions by both city and county planners have brought into focus how difficult it is to preserve farmland when zoning code is interpreted as favoring development at the expense of farmland preservation. Regional and local planning processes should be made more accessible for the average person to engage in to advance the needs of the community.

Convene a working group to create framework for updating local Comprehensive Plans to strengthen farmland preservation policies and revitalize the local food system

The SFPC recommends a working group be convened, consisting of community food system stakeholders. This group would create a structure for organized policy development, public outreach, engagement, and advocacy around amending the Comprehensive Plans and Zoning Ordinances pertaining to food systems in the county and every applicable city within the county. As part of this process, sub-working groups would be established, including one for the for the county and one for each applicable city. These groups would continue to identify working group members, community stakeholders and decision makers relevant to their jurisdictions. Sub-working groups would propose policies and campaigns organized in support of adoption of those proposals in each jurisdiction.



City of Spokane Sustainability Action Sub Committee formalize collaboration with the SFPC

The 2021 Sustainability Action Plan (SAP) is an update to the City's 2009 Sustainability Action Plan and was adopted by the Spokane City Council in 2021. The Sustainability Action Subcommittee developed this update over a period of 2 ½ years, including input from the Spokane Food Policy Council. The SAP recommends that the city and its community partners “support the Spokane Food Policy Council (SFPC) in studying, identifying, and implementing sensible and achievable codes, policies, and requirements that eliminate barriers and reduce costs for urban farms and community gardens and expand local control of food grown, processed, and sold directly to consumers.” The SFPC recommends that a representative of the Sustainability Action Subcommittee be tasked with serving as a liaison with the SFPC, attending SFPC meetings as necessary for regular communication.

Improve access to farmland

Support the establishment of a state funded farm-link program with referral and support services to facilitate the transfer of farms to farmers and take advantage of available federal programs



Farm Link and similarly named programs connect land seekers with landowners who want their land to stay in agriculture. Administered by public or private entities, they offer a range of services and resources, from online real estate postings to technical assistance, trainings, and educational resources.

The American Farmland Trust (AFT) report, *Farms Under Threat* (2020), surveyed how each state ranks as they deploy policies and programs that foster better farmland preservation. While AFT highlights some

strengths in Washington, such as a purchase of agriculture easements program, the Growth Management Act, and tax relief for agricultural lands, they also note that Washington does not have a state-funded “Farm Link” program with referral and support services that would facilitate transfer of farms to farmers and assist them in taking advantage of available federal programs.

Washington Farmland Trust’s Farm to Farmer (F2F) program is a service that provides land access to a new generation of farmers, helps farmers find the land opportunities they need to grow their businesses, and helps landowners sell or lease their land to keep it in farming. F2F programs offer technical assistance to current and aspiring farmers, farming and non-farming landowners, veterans, real estate agents, and organizations looking to expand their incubator or agricultural park programs. SFPC supports establishing state funding to expand the reach and effectiveness of the F2F program.

Increase funding for purchasing agricultural conservation easements

The SFPC recommends development of a program to advocate for increased conservation easement funding at the federal, state, and local levels.

Create a County-level farmland preservation program

Spokane is the fourth most populated county in the state. As of the 2017 USDA Census of Agriculture, Spokane County had 548,535 acres of farmland, almost half of the county’s total land area, and produced an estimated \$117 million of agricultural products yet the county government has no farmland preservation program. The SFPC favors Spokane County creating such a program. SFPC recommends Spokane County study farmland preservation programs from other counties, such as King, Skagit, and Snohomish counties, then work with regional stakeholders to develop a similar program for Spokane County.

Influence Spokane Conservation Futures to encourage more nominations of working farmland into its acquisition portfolio

Spokane County's Conservation Futures program has purchased farmland, but typically puts that farmland into recreational conservation rather than keeping it as working farmland. The enabling state legislation under which the Conservation Futures program is codified states "it is in the best interest of the state to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops." The Conservation Futures program could choose to prioritize keeping land it manages in agricultural production, as has been done in other counties that could serve as a model for Spokane, such as Skagit County. The SFPC recommends that Spokane County's Conservation Futures program place a higher priority on keeping agricultural land it manages in agricultural production.

Increase farm labor availability

Educate farmers on farm labor options and business structures

Input from producer stakeholders during the data gathering process for this plan indicates that farmers have a need for more education and outreach on options available to them with respect to business structures (e.g., partnerships, collectives, and cooperatives) and different options for compensating owners and farmworkers. The SFPC recognizes that at least some of training of this type is available from other food systems stakeholders (e.g., WA State Dept. of Agriculture, WA State University Extension, Northwest Farm Credit Service, etc.) but barriers still exist that prevent access to training. The SFPC recommends a working group be developed to identify barriers to farmers accessing business related training and gaps in available training, then find funding and develop programs fill gaps and remove barriers.



Educate farmers about the Farm Internship Pilot Program available through the Washington Department of Labor and Industries

In 2014, the Legislature authorized the Farm Internship Pilot Program in Washington State (expires 2025). This program allows interns to work on small farms in select Washington counties including Spokane County. Farm interns learn about farming practices and gain hands-on experience with farming activities. Interns participating in this program are exempt from minimum wage requirements and are not required to be paid. Instead of a wage, farm interns receive education and experience about specific farming activities and are entitled to industrial insurance protections while participating in their internship.

The Farm Internship Pilot Program was critiqued during the stakeholder input process, but further research is needed to understand problems perceived by farmers related to its structure and accessibility. The SFPC recommends convening a process that would engage stakeholders in assessing the utilization of the internship program and its successes and failures. The aim of this process would be to identify any problems with the existing program and propose solutions to improve it and make it available to all regions across the state.

Strategies	Recommendations	Potential Partners
Create visibility for local farms.	<ul style="list-style-type: none"> Initiate a campaign for City- and County-funded local food production support and promotion. Put together a promotion package for the local food and farm economy. Complete an economic study of positive impact of the local food production sector. 	Washington State University (WSU) economists, Spokane Community Indicators, SpokaneTrends.org, Spokane County Information Systems Department, Spokane County Communications Office, VisitSpokane.com, GSI Inc, SRHD, Spokane Board of Health, Teri Stripes, <i>Economic Development Specialist</i> , City of Spokane, Local media outlets, Live Local INW, Spokane Independent Metro Business Alliance (SIMBA)
Create a framework for updating local Comprehensive Plans to strengthen farmland preservation policies and revitalize the local food system.	<ul style="list-style-type: none"> Convene a working group to create framework. Identify working group stakeholders and representatives from the jurisdictions. Work in coordination with the City of Spokane Sustainability Action Sub Committee. 	Cities of Spokane County, City of Spokane Sustainability Action Subcommittee, Spokane Conservation District, Spokane Farmland Preservation Working Group, American Farmland Trust, WSU Extension
Improve access to farmland.	<ul style="list-style-type: none"> Support the establishment of a state funded farm-link program with referral and support services to facilitate the transfer of farms to farmers and take advantage of available federal programs. Increase funding for purchasing agricultural conservation easements. Create a County-level farmland preservation program. Influence Spokane Conservation Futures to encourage more nominations of working farmland into its acquisition portfolio. 	Washington Farmland Trust's Farm to Farmer program, Washington State Office of Farmland Preservation, Washington State Food Policy Forum, American Farmland Trust, State legislators, Cara McNab, USDA, WA Beginning Farmer and Rancher Coordinator, Washington Farmland Trust, Spokane County, Agrarian Trust
Increase farm labor availability.	<ul style="list-style-type: none"> Educate farmers on farm labor options and business structures. Make a permanent internship program that is accessible to farmers and meets their needs. Educate farmers about the Farm Internship Pilot Program available through the Washington Department of Labor and Industries. Assist farmers in developing their required educational curricula. 	Washington Department of Labor and Industries, Northwest Cooperative Development Center, Small Business Administration, State Legislators

INCREASE LOCAL FOOD PROCESSING

Broaden Scope of Cottage Food Legislation

Promote entrepreneurial development of small-scale food business in Washington State by broadening existing Cottage Food legislation, modeled after more progressive laws in other states.

Cottage Food Legislation in the US

Many small-scale local food processors get their start by utilizing the cottage food law. These small businesses tend to be run by rural women looking to produce additional household income. In urban areas, cottage food entrepreneurs tend to be people with traditionally limited access to capital, including people from BIPOC communities. A Washington State Cottage Food Permit allows individuals make and sell processed foods in their primary residential kitchen. Currently, forty-nine states and Washington, D.C. allow for cottage food sales. However, the specifics of these laws vary widely from state-to-state, with differences regarding types of food that may be produced and sold, where those foods are allowed to be sold, registration, licensing, permitting, or inspection requirements, labeling requirements, and more. Some states have enacted “food sovereignty” legislation, further broadening the range of food production operations that can operate legally. In 2019, Forbes magazine reported that there hasn’t been a single food borne illness outbreak related to food sovereignty legislation in Wyoming, North Dakota, and Utah since the adoption of legislation in 2015, 2017, and 2018 respectively.



Cottage Food Law in Washington State



To receive a Cottage Food Permit, Washington resident must pay a \$230 application fee, and have a comprehensive residential kitchen inspection. Processing times take up to six months in some cases, and the \$230 application fee must be paid annually for permit renewal. The list of food products that can be sold under a WA State Cottage Food permit is limited and does not include many of the higher value boutique items food entrepreneurs typically wish to produce, such as low-sugar preserves or acidified low acid vegetables (pickles).

Washington’s Cottage Food law also limits how sales of home-produced products can occur to direct-to-consumer sales (such as farmers markets), eliminating the opportunity to sell indirectly to restaurants and through retail outlets, for example.

Recommendations for Change

The Spokane Food Policy Council (SFPC) recommends that Washington State immediately modify its existing cottage food law to:

- Broaden the list of foods that can be produced and under a Cottage Food license to include all hermetically sealed shelf stable (canned or jarred) foods made primarily from fruit and or vegetables, as well as foods which require refrigeration
- Broaden Cottage Food law to allow in-state indirect sales, including wholesale and restaurant sales
- Increase the Cottage Food license term to at least two years
- Increase sales caps under a Cottage Food license from \$25,000 to \$50,000 per year
- Adopt more progressive food legislation modeled after food sovereignty laws that exist in Wyoming, South Dakota, and Utah. These states allow consumers the freedom to choose for themselves who produces the food they eat.

Promote WSDA Custom Processing of Multi-Owner Meat Animals

Make share animal ownership and WSDA Custom processing more convenient and reform meat processing regulation at a federal level.

Meat Processing Law in the US

In the US, meat processing of hooved animals is regulated from the federal level, requiring that any beef, pork, lamb, goat, etc. sold retail, by the cut must be processed in a federally licensed (USDA) facility. States are not permitted to adopt related regulation which is less stringent than federal regulation. Federal meat processing laws are considered by many to be a primary cause of local meat processing



capacity bottlenecks. In recognition of supply chain problems caused by the COVID-19 pandemic combined with these bottlenecks, both federal and state governments are currently making unprecedented levels of funding available for building and expanding regional meat production and processing capacity.

Meat Processing Law in Washington State

Existing federal and state laws allow hooved animals to be processed in a WA State regulated (WSDA) “Custom Processing” facility if meat from that animal goes to owners of the animal. There is no limit to the number of owners any animal can have. This little-used provision of existing regulation could be leveraged to enable more convenient by-the-cut processing of meat animals in Custom processing facilities without changing any existing laws.

Recommendations for Change

Shared Meat Animal Ownership and WSDA Custom Processing

The SFPC recommends that tools and processes be investigated (from other regions), developed, and implemented to facilitate convenient group ownership and WSDA Custom processing of meat animals using existing laws. This might include the following:

- Review shared meat animal best practices used in other states, provinces, and countries
- Work with stakeholder groups to develop and promote a shared meat animal program
- Develop a public implementation document describing shared meat animal best practices and appropriate required legal documents to assist producers in adopting the model

Meat Law Reform at the Federal Level

The SFPC generally favors local and regional control over food system issues. The existing USDA blanket prohibition against selling meat retail by the cut from state-inspected processing facilities presents an unwarranted barrier to the success of local and regional livestock producers and processors.

The federal PRIME Act (S. 2001, H.R. 3835) offers a potential solution by proposing to amend the Federal Meat Inspection Act to exempt from USDA inspection the slaughter of animals and the preparation of carcasses conducted at custom, state-licensed slaughter facilities for sale within each state. The SFPC recommends engaging livestock producer and processor stakeholder groups in an exploration of the PRIME Act as well as a review of other current laws and regulations. This would allow stakeholders to:

- Engage in constructive networking
- Identify policy priorities
- Propose regulatory modifications
- Explore other options for improving regional access to meat processing facilities
- Building regional meat processing capacity



Strategies	Recommendations	Potential Partners
Increase availability and convenience of local meat and meat processing.	<ul style="list-style-type: none"> • Support state funding of agricultural programs designed to build small and mid-scale and regional meat producer capacity. • Take steps to facilitate shared meat animal ownership so that consumers can more conveniently purchase meat processed by state licensed Custom meat processors. • Form a stakeholder group of meat producers and processors to explore options for improving regional access to meat processing facilities and/or building up regional meat processing capacity 	Beefing Up the Palouse, WSU WA Meat Up Production Program, WSDA Regional Markets Program, WSDA Food Safety Program, Local 'custom' meat processors, The Farm Bureau, Past members of the C P o W Livestock Processors, Cooperative Association formerly of Odessa, WA, Weston A. Price Foundation, Farm to Consumer Legal Defense Fund, Heritage Foundation
Improve value of a Cottage Food legislation.	<ul style="list-style-type: none"> • Expand list of foods permitted by existing Cottage Food Law to include refrigerated items, acidified low acid products. • Remove recipe restrictions for jams, jellies, and preserves. • Raise the income cap under Cottage Food law to \$25,000 per year. • Extend the term of a Cottage Food license to two years. • Expand allowable sales venues to include wholesale and internet sales. • Enact Food Sovereignty legislation modeled after laws in more progressive states. 	SRHD, WSDA Regional Markets Program, WSDA Food Safety Program, Institute for Justice, Cottage Food Licensees

HEALTHY FOOD FOR ALL

Create opportunities for people to grow and share their own food.

Promote existing and emerging educational programs for home and community gardening, cooking, and food preservation.

In Spokane County, the Washington State University (WSU) Extension programs SNAP-Ed, Expanded Food and Nutrition Education Program (EFNEP), and Master Gardeners provide food education. In addition to WSU Extension, Second Harvest's teaching kitchen, Catholic Charities' Food For All, the Women and Children's Free Restaurant, and local food pantries also lead nutrition education, cooking classes, and promotion of healthy food resources in the community. Connecting these education providers and promoting their programs will ensure they are reaching vulnerable persons in our region through food education.

Increase land availability for community gardens.



Community gardens may improve food security by increasing access to and consumption of fruits and vegetables and reducing barriers to healthy food such as transportation and cost. Participating in a community garden promotes neighborhood engagement and development of a healthy local food environment.

There are several examples of successful food policies that our region could draw from. In Seattle, Washington the city allocated funding for their "P-Patch community garden program." This established a role for the Director of Neighborhoods to waive or reduce fees for community garden plots for low-income

individuals. The P-Patch community garden program also increases land available for gardens by allowing the Director to manage the leases of property for gardens (Code 3.35.060-0.80, Healthy Food Policy Project).

Support sustainable food systems and urban agriculture education.

Vets on the Farm and Vinegar Flats Farm provide urban agriculture education in Spokane County. These programs create opportunities from early childhood to Veterans transitioning back to civilian life. Participants gain skills in agriculture, farming, and land conservation. In collaboration with other organizations, these programs cultivate future farmers and sustain our food systems.

Support and grow equitable food access.

Identify and reduce barriers to access food.

Second Harvest, the hub for regional charitable food distribution since 1971, supplies a network of more than 100 food banks, meals sites, and other programs responding to food insecurity in Spokane County. Northwest Harvest and Feed Spokane also provide essential foods to local pantries and meal sites. Ensuring food assistance availability in all neighborhoods and outlying rural communities has been a priority. There are challenges, however, throughout the primarily volunteer-driven network with limited hours for food pantry service and client intake requirements that lead to barriers for people needing help with food access.

Catholic Charities Food For All, Farm to Food Pantry initiative is an example of increasing access to food while supporting local growers. In partnership with WSDA and Harvest Against Hunger, Food For All purchases produce from local farmers and distributes to pantries throughout Spokane County.

Extraordinary food insecurity during the COVID-19 pandemic shined a much brighter light on food access barriers for vulnerable populations. Second Harvest ramped up Mobile Market free food distributions to fill service gaps and worked with partner food banks to limit client intake to simply counting people served. Second Harvest, Northwest Harvest, and Feed Spokane, in collaboration with the Spokane Food Security Coalition, are actively assessing partner food bank capacity and exploring opportunities for expanded hours in their pantry network.



Expand CSA offerings to SNAP eligible populations.

Community Supported Agriculture (CSA) increases consumer access to fresh produce. A 2016 study by Cornell University evaluated 300 low-income household's participation in a cost-offset CSA (CO-CSA). Families reported increased food security and higher fruit and vegetable intake after participation in CO-CSA.

Farmers offering CSA to SNAP recipients face barriers such as needing a point-of-sale (POS) device to process the EBT transaction and ensuring their CSA includes all SNAP eligible foods. Reducing these barriers and offering financial and educational support to farmers will get fresh produce to low-income populations in our region.

Promote expansion of food distribution routes to low resource areas.



Through the Mobile Market program, Second Harvest works closely with community centers, churches, schools, health clinics, senior centers, youth programs and other organizations to increase healthy food access points, providing free food distributions to people in need where they are located. Since the program's launch in 2006, Second Harvest has come to better understand the value of the "pop-up pantry" model in which the Mobile Market is rooted.

Opportunities to tailor distributions to low resource areas and homebound populations are being explored by local organizations such as pilot food delivery projects led by the Spokane Food Fighters, Special Mobility Services, Growing Neighbors, and online retailers such as Walmart and Safeway. This adaptability will help ensure that families receive nutritious, practical food supplies.

Assess service capacity needs of food pantries and identify opportunities for shared resources.

Spokane residents and community organizations would benefit from greater access to community kitchens and cold storage. Sharing resources for refrigeration and freight access allows pantries to store and distribute perishable foods to underserved communities including fresh dairy, proteins, fruits, and vegetables.

Local organizations identified a need for shared kitchen space to prepare ready-to-eat foods. An evaluation of the region's available commercial/kitchen space may identify opportunities for food preparation. For example, the city of New York is seeking to establish a partnership between city and county stakeholders and local school districts. Schools may open their kitchens to community organizations when school is not in session, such as holidays and summers to increase kitchen access and support local small-business producers.

Advance equity in the food system.

The fundamental human right to adequate food for all requires the pursuit of expanding food security programming with equity in mind and creating low-barrier pathways for food access. The ZoNE, the backbone of a collective action partnership of Northeast Spokane residents, schools, and community organizations, has built new partnerships to reach neighbors with culturally aware food assistance supported by community health workers and other volunteers.

Work is ongoing to identify and cultivate partnerships with organizations that can help break down barriers to reach diverse populations. The Washington State University Food Systems Program recently published a report that identified the needs and barriers of underserved, food-insecure Black, Indigenous, and People of Color (BIPOC) and other socially disadvantaged communities. This work was funded by the WSDA and demonstrates a regional commitment to an inclusive, culturally relevant, and equity-based food system. The SFPC will support BIPOC-led teams, farmers, producers, distributors, and advocates by acknowledging the gaps in our current system and inviting participation from BIPOC communities and people with lived experience being food insecure and utilizing food aid regionally.

Support programs and policies that help children, adults and seniors get healthy food.

Increase enrollment of eligible people into SNAP, WIC, school meals and other government nutrition programs.

SNAP, WIC, and other government assistance programs provide essential food resources for people with low incomes. The population eligible for programs such as SNAP and WIC continue to grow as more residents experience food insecurity due to the impacts of COVID-19. The Washington State Food Security Survey was administered in 2020 and found that 30% of respondents experienced food insecurity. To reach the expanding eligible population, barriers to applying for public assistance must be addressed. Overcoming these barriers may include increased communication from local agencies to the public, continued expansion of hours and accessibility of WIC offices, and efforts to reduce the stigma associated with utilizing SNAP and WIC dollars.



The Pandemic Electronic Benefit Transfer (P-EBT) program was created in 2020 in response to families need for nutritional resources as schools closed due to COVID-19. P-EBT provided households with the value of free school meal rates on an EBT card for the days schools were closed (\$5.70/day). Among households receiving P-EBT, it is estimated that 2.7-3.9 million children were lifted out of hunger (The Hamilton Project – Brookings). Washington Department of Social and Health Services (DSHS) administered P-EBT in partnership with schools and other community stakeholders. The success of P-EBT demonstrates that similar models for food assistance and vouchers can reduce food insecurity and benefit the broader economy (Food Research & Action Center)

Advocate for public and private food assistance programs.

SNAP and WIC are proven to reduce hunger, promote financial stability and self-sufficiency (Center on Budget and Policy Priorities). These programs also bring millions of dollars into the community for food purchasing. The Spokane Food Policy Council and community partners will advocate for sustaining and expanding SNAP and WIC benefits to increase food security and health for our region's population.

The Washington State Department of Health in partnership with Farmers Markets and Food Retailers across the state, offer *SNAP Market Match* and *SNAP Produce Match* programs. Match programs increase SNAP recipients' food benefits for purchasing fruits and vegetables. In Spokane County, a \$10 EBT purchase of fresh or frozen fruits and vegetables results in a \$5 off produce coupon at participating Safeways. At participating Farmers Markets, purchases made with EBT/SNAP dollars are matched dollar for dollar when purchasing fruits and vegetables. Continuing to fund these programs helps stretch families' food budget to buy more fruits and vegetables and support our local farmers.

Strategies	Recommendations	Potential Partners
Create opportunities for people to grow and share their own food.	<ul style="list-style-type: none"> Promote existing educational programs for gardening, cooking, and food preservation. Increase land availability for community gardens. Support sustainable food systems and urban agriculture education. 	WSU Extension, Catholic Charities Food for All, Spokane Edible Tree Project, Growing Neighbors, Community Centers, Spokane County, City of Spokane, City of Spokane Valley, City of Millwood, City of Cheney, City of Airway Heights, City of Medical Lake, City of Deer Park, City of Newport, City of Liberty Lake, Neighboring Communities, Spokane Community Gardens, Inland Northwest Community Gardens, Inland Northwest Permaculture Guild, Spokane Permaculture, NAACP, Local Farmers, Mutual Aid Groups (Mutual Aid PNW, Spokane County Mutual Aid, BIPOC Mutual Aid Spokane), Little Food Pantries, Housing Organizations and Shelters
Support and grow equitable food access.	<ul style="list-style-type: none"> Identify and reduce barriers to access food aid. Promote expansion of food distribution routes to low resource areas. Assess service capacity needs of food pantries and identify opportunities for shared resources (e.g., cold storage, shared kitchen space). Research equity issues in the food system (e.g., availability of culturally relevant food). 	Second Harvest, Northwest Harvest, Catholic Charities Food for All, WSU Extension, Spokane Regional Health District, Spokane County Food Security Coalition, Inland Northwest Farmers Market Association, WA DSHS Market Match Program, WA Farm to School Network, 211, People for People, Eastern Washington, Feed Spokane, Food Not Bombs, Homeless Coalition, Local Food Pantries and Food Assistance Programs, Local Businesses Retailers, Native Health, Community Registered Dietitians, Community Health Workers
Connect local food system stakeholders.	<ul style="list-style-type: none"> Create local food directory. Create resources section for SFPC website. Networking/social opportunities to bring food system stakeholders together. 	Spokane Regional Health District Second Harvest and Food Bank Network, WSU, Spokane County, City of Spokane, City of Spokane Valley, City of Millwood, City of Cheney, City of Airway Heights, City of Medical Lake, City of Deer Park, City of Newport, City of Liberty Lake, Spokane Independent Metro Business Alliance (SIMBA), Spokane Cohousing, Spokane Conservation District, Tilth Alliance, MealConnect, Food Security Coalition
Support programs and policies that help children, adults and seniors get healthy food.	<ul style="list-style-type: none"> Increase enrollment of eligible people into SNAP, WIC, school meals and other government nutrition programs. Advocate for public and private food assistance programs. 	WSDA / USDA, ALTCEW, City of Spokane, City of Spokane Valley, City of Millwood, City of Cheney, City of Airway Heights, City of Medical Lake, City of Deer Park, City of Newport, City of Liberty Lake, Spokane County, State of Washington, Catholic Charities Food for All, DSHS Basic Food Subcontractors, Public Schools, Spokane Regional Health District, People For People

REDUCE FOOD WASTE

There are many reasons for the increase in waste output: changing patterns of consumption; the variety, quality, and durability of consumer products; increased packaging; and Americans' attitudes and habits about thrift and conservation.

Food waste is a major health, environmental, and economic problem. Approximately, 40% of food in the United States goes uneaten, ending up in landfills or incinerators where it contributes to greenhouse gases and negative impacts to the environment and people's health.

A sustainable food system is regenerative rather than extractive in nature. It allows natural ecosystems and human cultures and communities to thrive. It helps us achieve carbon neutrality while acknowledging and addressing environmental injustices.

The Spokane Food Policy Council defined its Regional Food Action Plan Priorities as the following:



Reform the residential and business composting program.

Advocate for year-round green bin collection service.

In Spokane County, the green bin collection only occurs for 9 months, March-November. Increasing to 12 months would allow residents to compost year around. Also, these services are not available throughout all of Spokane County so in rural areas people do not have access to green bins.

Advocate for free/low-cost green bin service to every single-family residence.

In Spokane, there is a cost associated with the green bin service at \$122.58 per year, which may not be affordable for all families. By reducing the costs and/or making this service free, more families will have access to composting.

Examine ways to incentivize green bin service for commercial accounts like businesses and multi-family complexes.

In Spokane, green bins are not available to multi-family complexes or at businesses.

Identify opportunities for shared drop off locations for organic materials.

The current system for collecting compost and other food scraps is not accessible to all individuals living in Spokane County. Waste reduction advocates can meet with members of the Spokane Food Policy Council, Spokane Food Security Coalition or the Spokane County Regional Solid Waste System (SCRSWS) to identify and develop connections between those without access to on-site compost and those that have the capacity to take the compost.

Use education to reduce edible food waste while increasing the repurposing or composting inedible food and other organics.

Advocate for programs to educate individuals, businesses, and institutions on how to reduce food waste and/or compost to limit the amount of edible food put into the waste management system.

The City of Spokane has a new online waste reduction class for children created by Kristine Major, the Solid Waste Education Coordinator.

Develop outreach and a social marketing campaign regarding food waste.



Public awareness campaigns can help raise community awareness on the why and how to minimize food waste. Love Food Stop Waste, which was launched by Seattle Public Utilities, could be adapted for Spokane County. Currently, the city of Spokane's food waste campaign aims to bring light to the issue of food waste and empower individuals to take action by suggesting simple ways to reduce food waste on a personal level.

Increase the number of strategically placed recyclable/compostable bins in Spokane and include signage about what's recyclable/compostable to the top of pick-up bins. During large community events, such as Bloomsday or Hoopfest, coordination with youth organizations to have volunteers educate the public on how to sort their trash. Work with school districts, hospitals, grocery stores, and restaurants to implement waste reduction programs and to partner with a company like Sunshine Disposal to convert food waste into compost.

Recognize and certify green business practices.

Work with city and county officials to promote local legislation to incentivize schools, hospitals, and restaurants to purchase either fully reusable or compostable packaging. Identify certification programs for businesses that have green practices. Consider programs like TRUE to be recognized for zero waste certification. In Spokane, the Envirocertified program certifies businesses that put practices and policies in place to properly manage hazardous wastes and conserve resources.

Incentivize food businesses and farmers to donate surplus food.

Educate producers on current regulations regarding food donations.

Information can be found at the Washington Department of Health Charity Food Donations webpage.

Educate producers about where they can donate their surplus.

Spokane Edible Tree Project, a program that works with landowners and residents with fruit trees to help harvest unpicked fruit and distribute it to programs that serve families in need.



Advocate with businesses on how they can avoid disposal costs.

The Spokane County Regional Solid Waste System (SCRSWS) provides waste consultations to businesses, schools, and hospitals

Increase funding for programs like farm to food pantry.

This is an innovative way to bring nutritious food to people struggling to put food on the table while also promoting the economic growth and viability of Washington farmers. The Farm to Food Pantry initiative, a partnership with Harvest Against Hunger, helps bridge the gap between hunger relief organizations and farmers through relationship building.

Integrate food waste pickup so it's part of the back-haul of food delivery systems.

The City of Spokane has a new initiative from Growing Neighbors that uses manual and electric bicycles to deliver fresh, local food to people in need while collecting compostable food waste.

Identify funding for equipment to maintain a cold chain when donating food.

Most food rescue organizations do not have the funds to purchase refrigerated trucks. Working with larger food banks in the area to secure grants for purchasing refrigerated trucks could double daily food deliveries.



Strategies	Recommendations	Potential Partners
Reform the residential and business composting program.	<ul style="list-style-type: none"> • Advocate for year-round green bin collection service • Advocate for free/low-cost green bin service to every single-family residence • Examine ways to incentivize green bin service for commercial accounts like businesses and multi-family complexes • Identify opportunities for shared drop off locations for organic materials 	Spokane Solid Waste Department, City of Spokane, Sunshine Disposal, Waste Management, Spokane's Sustainable Action Subcommittee on Waste Reduction, Department of Ecology, US Compost Council
Use education to reduce edible food waste while increasing the repurposing or composting of inedible food and other organics.	<ul style="list-style-type: none"> • Advocate for programs to educate individuals, businesses, and institutions on how to reduce food waste and/or compost to limit the amount of edible food put into the waste management system. • Outreach and social marketing campaign regarding food waste • Increase the number of strategically placed recyclable/compostable bins in Spokane and include signage about what's recyclable/compostable to the top of pick-up bins • Recognize and certify green business practices. 	Spokane Solid Waste Dept, Nutrition Education Programs, Department of Ecology, Spokane Regional Health District, Food for All programs
Incentivize food businesses and farmers to donate unsold but still good food.	<ul style="list-style-type: none"> • Educate producers on current regulations regarding food donations. • Educate producers about where they can donate their surplus. • Advocate with businesses on how they can avoid disposal costs. • Increase funding for programs like farm to food pantry. • Integrate food waste pickup so it's part of the back-haul of food delivery systems. • Identify funding for equipment to maintain a cold chain when donating food. 	City of Spokane, WSDA, Spokane Edible Tree Project, Feed Spokane, Food pantries, Harvest Against Hunger, Department of Ecology

APPENDIX

How This Plan Was Developed

In 2016, The Spokane Food Policy Council published the Spokane Regional Food System Inventory. This report, written by members of the Spokane Food Policy Council (SFPC), is a broad assessment of the Spokane regional food system in 2016--the first of its kind for Spokane. It evaluates our local food systems to improve access and quality of food for their residents and to determine their ability to provide food during economic, environmental, and climatic challenges.

The City of Spokane formally adopted the Spokane Regional Food System Inventory in 2017 and requested the Spokane Food Policy Council develop an adoptable food action plan for Spokane that addresses the following: 1. Local food economy opportunities throughout the entire food system; 2. Ways to increase Spokane resident access to healthy food; 3. Strategies to preserve our natural landscape, reduce food waste, and prepare for the impacts of climate change. Based upon this request, the Spokane Food Policy Council took the first steps to create a Regional Food Action Plan.



This plan was developed with support of the Spokane Regional Health District. The recommendations outlined in the Spokane Regional Food Action Plan are solely those of the Spokane Food Policy Council.

The Regional Food Action Plan priorities were determined through the following process:

1. **Food Policy Audit (Spring 2020)** - The Spokane Food Policy Council worked with the Gonzaga Law Clinic to conduct a Food Policy Audit which highlights current food policies and areas where we currently do not have local food policies in place.
2. **Food System Community Survey (Summer 2020)** - An online community survey was conducted inviting all local food system stakeholders to offer insight into local food system priorities. It was widely distributed throughout the community via email, Facebook and through local partners.
3. **Community Forums (Fall 2020)** - To gain a deeper knowledge of the current food system challenges, the Spokane Food Policy Council held two focused community forums seeking community input on food system priorities and potential solutions.
4. **State and Local Government Entities and Community Partner Review (Fall/Winter 2021)** – The draft Spokane Regional Food Action Plan was circulated to various state and local government entities and community partners for review and feedback.

APPENDIX

Research Agenda

Additional research is needed in some areas to help us more fully understand where the best opportunities to improve the local food system exist and how to address challenges. The Spokane Food Policy Council will seek partnerships to explore the following high-priority research areas more in depth.

- Collaborate with local indigenous populations to understand priorities including local fish food system, fish hatcheries and dams to bring back the local salmon population.
- Measure accessibility of healthy food in neighborhoods and communities.
- Engage communities most at risk for diet-related diseases, and immigrant and refugee communities, to identify strategies to improve their access to healthy, culturally appropriate food.
- Develop site criteria and conduct a further inventory of City-owned land available for urban agriculture.
- Assess the food production potential of publicly and privately owned land.
- Assess the opportunities and challenges of businesses that grow and process local and healthy foods.
- Explore the need for local and regional food processing facilities, cold storage, and other food-related infrastructure.

APPENDIX

Goals Summary

Goals	Strategies	Recommendations	Potential Partners
Farmland Preservation	Create visibility for local farms.	<ul style="list-style-type: none"> Initiate a campaign for City- and County-funded local food production support and promotion. Put together a promotion package for the local food and farm economy. Complete an economic study of positive impact of the local food production sector. 	Washington State University (WSU) economists, Spokane Community Indicators, SpokaneTrends.org, Spokane County Information Systems Department, Spokane County Communications Office, VisitSpokane.com, GSI Inc, SRHD, Spokane Board of Health, Teri Stripes, <i>Economic Development Specialist</i> , City of Spokane, Local media outlets, Live Local INW, Spokane Independent Metro Business Alliance (SIMBA)
	Create a framework for updating local Comprehensive Plans to strengthen farmland preservation policies and revitalize the local food system.	<ul style="list-style-type: none"> Convene a working group to create framework. Identify working group stakeholders and representatives from the jurisdictions. Work in coordination with the City of Spokane Sustainability Action Sub Committee. 	Cities of Spokane County, City of Spokane Sustainability Action Subcommittee, Spokane Conservation District, Spokane Farmland Preservation Working Group, American Farmland Trust, WSU Extension
	Improve access to farmland.	<ul style="list-style-type: none"> Support the establishment of a state funded farm-link program with referral and support services to facilitate the transfer of farms to farmers and take advantage of available federal programs. Increase funding for purchasing agricultural conservation easements. Create a County-level farmland preservation program. Influence Spokane Conservation Futures to encourage more nominations of working farmland into its acquisition portfolio. 	Washington Farmland Trust's Farm to Farmer program, Washington State Office of Farmland Preservation, Washington State Food Policy Forum, American Farmland Trust, State legislators, Cara McNab, USDA, WA Beginning Farmer and Rancher Coordinator, Washington Farmland Trust, Spokane County, Agrarian Trust

Goals	Strategies	Recommendations	Potential Partners
Farmland Preservation	Increase farm labor availability.	<ul style="list-style-type: none"> Educate farmers on farm labor options and business structures. Make a permanent internship program that is accessible to farmers and meets their needs. Educate farmers about the Farm Internship Pilot Program available through the Washington Department of Labor and Industries. Assist farmers in developing their required educational curricula. 	Washington Department of Labor and Industries, Northwest Cooperative Development Center, Small Business Administration, State Legislators
	Increase availability and convenience of local meat and meat processing.	<ul style="list-style-type: none"> Support state funding of agricultural programs designed to build small and mid-scale and regional meat producer capacity. Take steps to facilitate shared meat animal ownership so that consumers can more conveniently purchase meat processed by state licensed Custom meat processors. Form a stakeholder group of meat producers and processors to explore options for improving regional access to meat processing facilities and/or building up regional meat processing capacity 	Beefing Up the Palouse, WSU WA Meat Up Production Program, WSDA Regional Markets Program, WSDA Food Safety Program, Local 'custom' meat processors, The Farm Bureau, Past members of the C P o W Livestock Processors, Cooperative Association formerly of Odessa, WA, Weston A. Price Foundation, Farm to Consumer Legal Defense Fund, Heritage Foundation
Increase Local Food Processing	Improve value of a Cottage Food legislation.	<ul style="list-style-type: none"> Expand list of foods permitted by existing Cottage Food Law to include refrigerated items, acidified low acid products. Remove recipe restrictions for jams, jellies, and preserves. Raise the income cap under Cottage Food law to \$25,000 per year. Extend the term of a Cottage Food license to two years. Expand allowable sales venues to include wholesale and internet sales. Enact Food Sovereignty legislation modeled after laws in more progressive states. 	SRHD, WSDA Regional Markets Program, WSDA Food Safety Program, Institute for Justice, Cottage Food Licensees

Goals	Strategies	Recommendations	Potential Partners
Healthy Food for All	Create opportunities for people to grow and share their own food.	<ul style="list-style-type: none"> Promote existing educational programs for gardening, cooking, and food preservation. Increase land availability for community gardens. Support sustainable food systems and urban agriculture education. 	WSU Extension, Catholic Charities Food for All, Spokane Edible Tree Project, Growing Neighbors, Community Centers, Spokane County, City of Spokane, City of Spokane Valley, City of Millwood, City of Cheney, City of Airway Heights, City of Medical Lake, City of Deer Park, City of Newport, City of Liberty Lake, Neighboring Communities, Spokane Community Gardens, Inland Northwest Community Gardens, Inland Northwest Permaculture Guild, Spokane Permaculture, NAACP, Local Farmers, Mutual Aid Groups (Mutual Aid PNW, Spokane County Mutual Aid, BIPOC Mutual Aid Spokane), Little Food Pantries, Housing Organizations and Shelters
	Support and grow equitable food access.	<ul style="list-style-type: none"> Identify and reduce barriers to access food aid. Promote expansion of food distribution routes to low resource areas. Assess service capacity needs of food pantries and identify opportunities for shared resources (e.g., cold storage, shared kitchen space). Research equity issues in the food system (e.g., availability of culturally relevant food). 	Second Harvest, Northwest Harvest, Catholic Charities Food for All, WSU Extension, Spokane Regional Health District, Spokane County Food Security Coalition, Inland Northwest Farmers Market Association, WA DSHS Market Match Program, WA Farm to School Network, 211, People for People, Eastern Washington, Feed Spokane, Food Not Bombs, Homeless Coalition, Local Food Pantries and Food Assistance Programs, Local Businesses Retailers, Native Health, Community Registered Dietitians, Community Health Workers
	Connect local food system stakeholders.	<ul style="list-style-type: none"> Create local food directory. Create resources section for SFPC website. Networking/social opportunities to bring food system stakeholders together. 	Spokane Regional Health District Second Harvest and Food Bank Network, WSU, Spokane County, City of Spokane, City of Spokane Valley, City of Millwood, City of Cheney, City of Airway Heights, City of Medical Lake, City of Deer Park, City of Newport, City of Liberty Lake, Spokane Independent Metro Business Alliance (SIMBA), Spokane Cohousing, Spokane Conservation District, Tilth Alliance, MealConnect, Food Security Coalition

Goals	Strategies	Recommendations	Potential Partners
Healthy Food for All	Support programs and policies that help children, adults and seniors get healthy food.	<ul style="list-style-type: none"> • Increase enrollment of eligible people into SNAP, WIC, school meals and other government nutrition programs. • Advocate for public and private food assistance programs. 	WSDA / USDA, ALTCEW, City of Spokane, City of Spokane Valley, City of Millwood, City of Cheney, City of Airway Heights, City of Medical Lake, City of Deer Park, City of Newport, City of Liberty Lake, Spokane County, State of Washington, Catholic Charities Food for All, DSHS Basic Food Subcontractors, Public Schools, Spokane Regional Health District, People For People
Reduce Food Waste	Reform the residential and business composting program.	<ul style="list-style-type: none"> • Advocate for year-round green bin collection service • Advocate for free/low-cost green bin service to every single-family residence • Examine ways to incentivize green bin service for commercial accounts like businesses and multi-family complexes • Identify opportunities for shared drop off locations for organic materials 	Spokane Solid Waste Department, City of Spokane, Sunshine Disposal, Waste Management, Spokane's Sustainable Action Subcommittee on Waste Reduction, Department of Ecology, US Compost Council
	Use education to reduce edible food waste while increasing the repurposing or composting of inedible food and other organics.	<ul style="list-style-type: none"> • Advocate for programs to educate individuals, businesses, and institutions on how to reduce food waste and/or compost to limit the amount of edible food put into the waste management system. • Outreach and social marketing campaign regarding food waste • Increase the number of strategically placed recyclable/compostable bins in Spokane and include signage about what's recyclable/compostable to the top of pick-up bins • Recognize and certify green business practices. 	Spokane Solid Waste Dept, Nutrition Education Programs, Department of Ecology, Spokane Regional Health District, Food for All programs
	Incentivize food businesses and farmers to donate unsold but still good food.	<ul style="list-style-type: none"> • Educate producers on current regulations regarding food donations. • Educate producers about where they can donate their surplus. • Advocate with businesses on how they can avoid disposal costs. • Increase funding for programs like farm to food pantry. • Integrate food waste pickup so it's part of the back-haul of food delivery systems. • Identify funding for equipment to maintain a cold chain when donating food. 	City of Spokane, WSDA, Spokane Edible Tree Project, Feed Spokane, Food pantries, Harvest Against Hunger, Department of Ecology

APPENDIX

Spokane Food Policy Council

The Spokane Food Policy Council is comprised of food system stakeholders with diverse experience and includes representation from Spokane Regional Health District, Second Harvest, Catholic Charities, WSU Extension, SNAP-Ed, farmers, ranchers, regenerative agriculturists, academia, local business owners and food service representatives. Our mission is to advance policies and initiatives that foster a resilient food system in the Spokane area; one that is healthy and equitable for its residents, economy and environment.

Spokane Food Policy Council Members

- ▶ **Elizabeth Abbey*** – PhD, RN
- ▶ **Shawna Beese** – RN, PhD Candidate
- ▶ **Julie Bongard*** – Spokane Regional Health District
- ▶ **Ian Cunningham** – Community Stakeholder
- ▶ **Kendra Dean** – Catholic Charities Eastern Washington
- ▶ **Shaneese Dunigan** – Courage to Grow Farms
- ▶ **Gregg Deponte** – Ole Aina Farms, Northeast Washington Soil Health Stewards
- ▶ **Torie Foote*** – Footehills Farm
- ▶ **Josh Hechtman*** – Repurpose 81
- ▶ **Kathy Hedgcock** – Second Harvest
- ▶ **Nils Johnson** – Rural Resources
- ▶ **Julianne Kellogg** – Crop Scientist in Human Nutrition
- ▶ **Kitty Klitzke** – formerly Futurewise
- ▶ **Pat Munts*** – WSU Spokane County Extension
- ▶ **Andrey Muzychenko*** – Community Stakeholder
- ▶ **Chrys Ostrander** – Permaculture Designer
- ▶ **Kylie Pybus** – WSU Spokane County Extension
- ▶ **Jennifer Stutchell** – Pantry Fuel, LLC
- ▶ **Natalie Tauzin** – Spokane Regional Health District
- ▶ **Kyle Unland*** – formerly Spokane Regional Health District
- ▶ **Lori Van Anrooy** – WSU Spokane County Extension
- ▶ **Stephanie Watson** – River City Youth Ops
- ▶ **Melodi Wynne*** – Spokane Tribal Network
- ▶ **Janell Harvey** – Spokane Food Policy Council Program Director, MBA

**Past Spokane Food Policy Council Member*

APPENDIX

Acknowledgments

Thank you to the Spokane Regional Health District for their support and to all the community stakeholders and food system partners who participated in the development of the Spokane Regional Food Action Plan.

Thank you to Kendra Dean, Kathy Hedgcock, Nils Johnson, Julianne Kellogg, and Chrys Ostrander for photograph contributions.



P.O. Box 1785 Spokane, WA 99210

www.spokanefoodpolicy.org

Committee Agenda Sheet

PIES Committee

Submitting Department	City Council
Contact Name & Phone	Giacobbe Byrd
Contact Email	gbyrd@spokanecity.org
Council Sponsor(s)	Lori Kinnear; Karen Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Spokane Regional Food Action Plan Resolution
Summary (Background)	<p>The Spokane Food Policy Council was formed in 2013 with the mission to advance policies and initiatives that foster a resilient food system in the Spokane area; a system that is healthy and equitable for its residents, economy, and environment.</p> <p>In 2017, the Spokane City Council adopted the Spokane Regional Food System Inventory and requested the development of a Spokane Regional Food Action Plan by the Spokane Food Policy Council through Resolution NO. 2017-0098.</p> <p>The goal of the Spokane Food Policy Council's Regional Food Action Plan is to create a framework for regional food system stakeholders and partners to use when building a more resilient food system in the Spokane area.</p> <p>Approximately 350 food system stakeholders including producers, processors, distributors, consumers, and waste managers informed the plan by completing the survey or attending a community forum.</p>
Proposed Council Action & Date:	Final Council Consideration on May 9 th 2022
Fiscal Impact: Total Cost: <u>\$0.00</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>The plan promotes a healthy and equitable food system that is advantageous to the local economy and protective of the environment.</p> <p>The plan states that: "The fundamental human right to adequate food for all requires the pursuit of expanding food security programming with equity in mind and creating low-barrier pathways for food access. The</p>	

ZoNE, the backbone of a collective action partnership of Northeast Spokane residents, schools, and community organizations, has built new partnerships to reach neighbors with culturally aware food assistance supported by community health workers and other volunteers.

Work is ongoing to identify and cultivate partnerships with organizations that can help break down barriers to reach diverse populations. The Washington State University Food Systems Program recently published a report that identified the needs and barriers of underserved, food-insecure Black, Indigenous, and People of Color (BIPOC) and other socially disadvantaged communities. This work was funded by the WSDA and demonstrates a regional commitment to an inclusive, culturally relevant, and equity-based food system. The SFPC will support BIPOC-led teams, farmers, producers, distributors, and advocates by acknowledging the gaps in our current system and inviting participation from BIPOC communities and people with lived experience being food insecure and utilizing food aid regionally.”

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

N/A

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

N/A

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

Spokane’s Sustainability Action Plan recommends that the city and its community partners “support the Spokane Food Policy Council (SFPC) in studying, identifying, and implementing sensible and achievable codes, policies, and requirements that eliminate barriers and reduce costs for urban farms and community gardens and expand local control of food grown, processed, and sold directly to consumers.”

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

05/09/2022

Date Rec'd

4/20/2022

Clerk's File #

ORD C36208

Renews #**Submitting Dept**

DSC, CODE ENFORCEMENT &

Cross Ref #**Contact Name/Phone**

DONNA DEBIT 6637

Project #**Contact E-Mail**

DDEBIT@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

4700 - SUNSET REZONE - ZONING MAP CHANGE

Agenda Wording

Ordinance changing the zone from Neighborhood Retail 35 (NR-35) to Neighborhood Retail 55 (NR-55) for property located at 2918 & 2921 W 8th Ave and 2937 W 7th Ave in the City & County of Spokane, State of Washington by amending the Official Zoning Map

Summary (Background)

A rezone request to change the zoning at the above addresses from NR-35 and NR-55 (Neighborhood Retail with a height limit of 35ft to Neighborhood Retail with a height limit of 55ft) was approved by the Hearing Examiner on February 8, 2022. This rezone does not change the allowable uses to be built in this location, only the allowable height of a structure. This rezone was processed as a Type III application with a public hearing held on January 26, 2022 and February 3, 2022.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

DUVALL, MEGAN

Study Session\Other

UE 4/11/22

Division Director

MACDONALD, STEVEN

Council SponsorCM's Betsy Wilkerson
and Lori Kinnear**Finance**

WALLACE, TONYA

Distribution List**Legal**

RICHTMAN, JAMES

ddebit@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

tpalmquist@spokanecity.org

Additional Approvals

smacdonald@spokanecity.org

Purchasing

rbenzie@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

With City Council's approval, the zoning map will be updated to reflect this change.

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

ORDINANCE NO. C36208

An Ordinance changing the zone from Neighborhood Retail 35 (NR-35) to Neighborhood Retail 55 (NR-55) for property located at 2921 W 8th Ave, 2918 W 8th Ave, and 2937 W 7th Ave. in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.

WHEREAS, the Hearing Examiner held a public hearing on this matter on January 26, 2022 and February 3, 2022 on the request of the owner of certain property zoned Neighborhood Retail 35 (NR-35), and generally located at the northwest corner of Government Way and W. Sunset Blvd. in the City and County of Spokane, State of Washington, and on February 8, 2022, recommended approval of said zone change for said property subject to conditions; and

WHEREAS, this designation is not a major action significantly affecting the quality of the environment; and

WHEREAS, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner, dated February 8, 2022, and further determines that this rezone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment; NOW, THEREFORE - - -

The City of Spokane does ordain that the Director of Planning Services be directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the properties described as:

TERRACE PK LEWIS&SHAWS PT OF L3TO6 B15 PTN L3-4-5&6 NLY OFHWY INC VAC 30FT STP N OF&ADJ & ADJ ST HWY;

TERRACE PK LEWIS & SHAWS, L7 TO L11 B14: L7-8-9 INC VAC 30FT STP S OF & ADJ; L10 & L11 INC VAC 30FT STP S OF & ADJ; EXC R/W TOG W/ vacated alley lyg n of & adj to said lots;

TERRACE PK LEWIS&SHAWS LESS R/W L4-5;ALL L6 B14 tog w/ vacated alley lyg s of & adj to said lots

in the County of Spokane, State of Washington, with a Neighborhood Retail 55 (NR-55) Zone.

Passed the City Council_____

Council President

Attest:_____
City Clerk

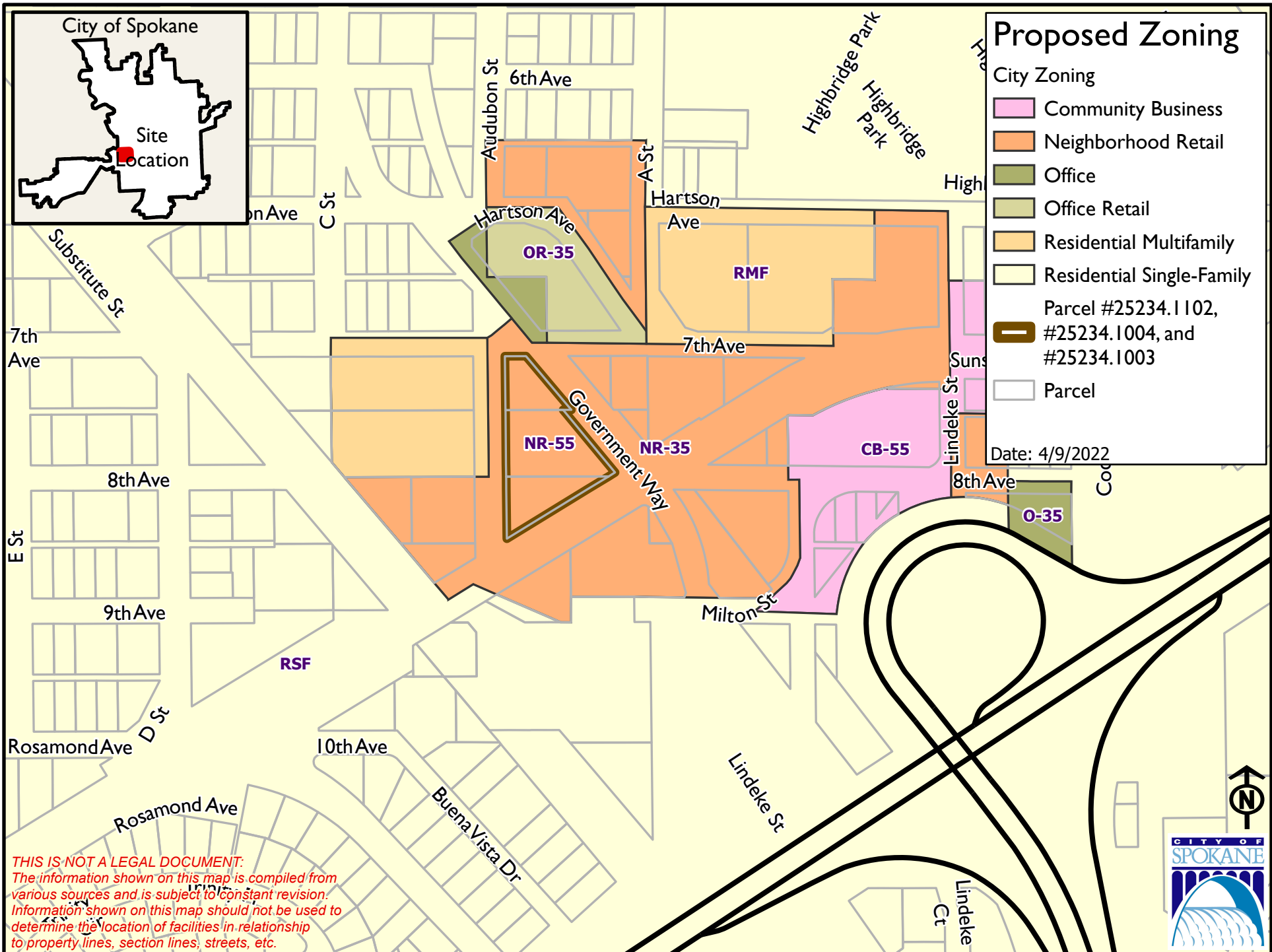
Approved as to Form:

Assistant City Attorney

Mayor

Date

Effective Date



CITY OF SPOKANE HEARING EXAMINER

Re: Rezone Application by Land Use Solutions) FINDINGS, CONCLUSIONS,
and Entitlement to rezone properties located) AND DECISION
at Government Way and Sunset Boulevard)
from NR 35 to NR 55.) FILE NO. Z21-318REZN

SUMMARY OF PROPOSAL AND DECISION

Proposal: The Applicant, Dwight Hume, Land Use Solutions and Entitlement, seeks to rezone three lots located at the intersection of Government Way and Sunset Boulevard from NR-35 (Neighborhood Retail with a 35-foot height limit) to NR- 55 (Neighborhood Retail with a 55-foot height limit). The proposed rezone does not change the uses allowed at this location, only the allowable height of a structure. This is a Type III application process.

Decision: Approved, with conditions.

FINDINGS OF FACT **BACKGROUND INFORMATION**

Applicant/ Land Use Solutions and Entitlement
Agent: c/o Dwight Hume
9101 N. Mt. View Lane
Spokane, WA 99218

Property Gib & Susan Brumback
Owner: 2937 W. 7th Avenue
Spokane, WA 99224

Property Location: The site is located west of Government Way and north of Sunset Boulevard, adjacent to the intersection of these roads. The properties are addressed as 2921 W. 8th Avenue, 2918 W. 8th Avenue, and 2937 W. 7th Avenue, Spokane, Washington. The properties are designated as Tax Parcel Nos. 25234.1102, 25234.1004, and 25234.1003.

Zoning: All three parcels are zoned Neighborhood Retail 35 (NR-35)

Comprehensive Plan Map Designation: The property is designated as Mini Center in the City of Spokane Comprehensive Plan (CP).

Site Description: There are three vacant parcels, totaling 1.43 acres in size. The site is a triangular area bounded by South Audubon Street, South Government Way, and West Sunset Boulevard. The site is generally flat with a basalt underlayment. There are no improvements on the property. There are no critical areas or environmentally sensitive areas on the site.

Surrounding Conditions and Uses: Land located to the east and south is zoned NR-35 and designated as Mini Center in the CP. Land to the west is zoned Residential Multi-Family (RMF) with a Residential 15-20 CP designation. Land to the north is zoned Residential Single Family

(RSF) with Residential 4-10 CP designation. To the north, there is also an area that is zoned and designated as office.

PROCEDURAL INFORMATION

Authorizing Ordinances: Spokane Municipal Code (SMC) 17C.120, Commercial Zones and SMC 17G.060.170, Decision Criteria.

Notice of Community Meeting: Mailed: September 6, 2021
Posted: September 6, 2021

Community Meeting: September 21, 2021

Notice of Application/Public Hearing: Mailed: January 11, 2022
Posted: January 11, 2022

Public Hearing Date: February 3, 2022

Site Visit: February 3, 2022

State Environmental Policy Act (SEPA): A Determination of Nonsignificance (DNS) was issued by the City of Spokane on January 19, 2022. Any appeal of the DNS was due on February 2, 2022. No appeal was filed.

Testimony:

Donna deBit, Assistant Planner
City of Spokane Planning & Development
808 West Spokane Falls Boulevard
Spokane, WA 99201

Dwight Hume
Land Use Solutions and Entitlement
9101 N. Mt. View Lane
Spokane, WA 99218

Mike Gifford
West Hills Neighborhood Council
3109 W. Trinity Place
Spokane, WA 99224

Submitted comments to the record:

Bill Heaton
905 S. Pepper Tree Lane
Spokane, WA 99224

Josette Gates
josettegates@gmail.com

Karen Carlberg
West Hills Neighborhood Council
karencarlberg@comcast.net

Julieann and Lyle Morse
1001 S. Buena Vista Drive
Spokane, WA 99224

Shea and Kimberly Suski
sheasuski@gmail.com

Teresa Hurliman
1021 S. Buena Vista Drive
Spokane, WA 99224

Exhibits:

Staff Report dated January 19, 2022, including the following attachments:

1. Application Materials
2. SEPA Checklist
3. Determination of Nonsignificance (DNS)
4. Public Comments
5. Request for Agency Comments, including:
 - a. Washington State Department of Archaeology and Historic Preservation (WSDAHP)
 - b. City of Spokane Engineering
 - c. Spokane Transit Authority
 - d. Spokane Tribe of Indians
6. Noticing Documents, including:
 - a. Notice of Application and Public Hearing
 - i. Public Notice Sign/Posting/Mailing instructions
 - ii. Parcel List
 - iii. Public Notice Letter with Map
 - iv. Title Company Certification
 - v. Affidavits
 1. Individual Notice
 2. Public Notice
7. Community Meeting Materials including:
 - a. Community Meeting Instructions
 - b. Notice of Community Meeting
 - c. Community Meeting Notes
 - d. Community Meeting Roster
 - e. Community Meeting Chat
 - f. Affidavits
 - i. Individual Notice
 - ii. Public Notice
8. Staff Presentation

FINDINGS AND CONCLUSIONS

Rezoning is a Type III decision that must satisfy the criteria set forth in SMC Section 17C.060.170. See SMC 17C.060.170(C)(1)-(5); see also Table 17G.060-1 (stating that zone reclassifications are Type III decisions). The Hearing Examiner has reviewed the proposed Rezone and the evidence of record with regard to the application and makes the following findings and conclusions:

1. *The proposal is allowed under the provisions of the land use codes. See SMC 17G.060.170(C)(1).*

The Applicant proposes to rezone its properties from Neighborhood Retail with a 35-foot height limit (NR-35) to Neighborhood Retail with a 55-foot height limit (NR-55). This proposal would not change the uses allowed on the properties. However, if approved, the proposal would change the height limitations that apply to the properties. Changes to the height limits require a rezone. See SMC 17C.120.220(B)(1).

The site is located within an area of land designated as Neighborhood Mini-Center on the CP. Neighborhood Retail (NR) zoning is an implementing zone for this land use designation. See SMC 17C.120.030(C). The rezone is necessary to account for the modified height limitation, as discussed above, but the classification will remain NR. In addition, as a site-specific rezone that implements the CP, the proposal is quasi-judicial and can be considered at any time. See SMC 17G.020.020. A site-specific rezone application is governed by the procedures for Type III applications, as set forth in 17G.060 SMC. See *id.*

The Hearing Examiner concludes that the proposed zone change is allowed under the land use codes. Therefore, this criterion is satisfied.

2. *The proposal is consistent with the comprehensive plan designation and goals, objectives, and policies for the property. See SMC 17G.060.170(C)(2).*

Under the CP, the land use designation for the property is "Neighborhood Mini-Center." This designation recognizes the existence of small, neighborhood-serving businesses. See CP, Chapter 3, p. 3-40. "Mini-Center locations are encouraged to become small, mixed use centers with residential use as a major component." See *id.* The CP recognizes that residential development adds market demand and enables enhanced transit service to these locations. See *id.*; see also CP, Chapter 3, LU 1.7, p. 3-10. It is not surprising, then, that high-density residential use is encouraged in these areas. See CP, Chapter 3, p. 3-39.

The current proposal is a non-project rezone. There is no specific development plan under consideration at this time. However, the Applicant has provided the City with a concept drawing that reveals that the Applicant plans to construct a multi-family residential building on the site. See Exhibit 8, Slide 6, p. 3. The Applicant stated that the 55-foot height allowance would be sufficient to construct four stories of residential units. *Testimony of D. Hume.* The future use of the property for higher intensity residential use is consistent with the intent of the CP. As stated above, the Mini-Center designation clearly contemplates a mixed-use area, with multi-family development as a central component. Thus, the proposed zone change will facilitate precisely the kind of development intended by the CP.

The proposed rezone is also consistent with the more generally applicable goals and policies of the CP. The site is located at the intersection of two busy roadways, in proximity to a variety of uses, including but not limited to a residential drug addiction treatment facility, a motel, and a church. The property to the west, north of the drug addiction treatment facility is zoned Residential Multi-family and will be developed in the future with apartments. *Testimony of D. Hume.* There is also an office building just northeast of the site. See Exhibit 8, Slide 5, p. 3. The development of this site with multi-family building will blend in well with both the existing and the planned uses in this area. The proposed use will also help to meet the current demand for additional housing. *Testimony of D. Hume & D. deBit.*

Given the foregoing characteristics, the proposal is supported by Goal LU 5, which promotes development in a manner that is attractive, complementary, and compatible with other land uses. See CP Goal LU 5, p. 3-27. Policy LU 5.5 also supports the zone change. That policy encourages that infill and redevelopment projects are well-designed and compatible with surrounding uses and building types. See CP, Policy LU 5.5, p. 3-28; see also Staff Report, p. 3. Additionally, Policy H 1.8 promotes a wide range of housing types and housing diversity to meet the needs of the diverse population and ensure that this housing is available throughout the community for people of all income levels. See CP, Policy H 1.8, p. 6-7.

The Hearing Examiner concludes that the proposed rezone is consistent with the designation, goals, and policies of the CP. Therefore, this criterion for approval of the rezone is met.

3. *The proposal meets the concurrency requirements of Chapter 17D.010 SMC. See SMC 17G.060.170(C)(3).*

The decision criteria for Type III decisions mandate that all proposals satisfy the concurrency requirements under SMC 17D.010. See SMC 17G.060.170(C)(3). Accordingly, on December 6, 2021, a Request for Comments on the application was circulated to all City departments and outside agencies with jurisdiction. See Exhibit 5.

The City received comments from various departments and agencies. See e.g. Exhibit 5. However, none of those comments indicated that concurrency could not be achieved. See *id.*; see also Staff Report, pp. 3-4. In addition, a review of the record confirms that there is no substantive evidence that the project transgresses any concurrency requirements. There was no testimony at the public hearing suggesting that the concurrency standards would not be satisfied.

The Hearing Examiner finds that the project satisfies the concurrency requirements of the SMC. Therefore, this criterion for approval is met.

4. *If approval of a site plan is required, the property is suitable for the proposed use and site plan considering the physical characteristics of the property, including but not limited to size, shape, location, topography, soils, slope, drainage characteristics, the existence of ground or surface water and the existence of natural, historic or cultural features. See SMC 17G.060.170(C)(4).*

The proposal to rezone the property is a non-project action. See Staff Report, p. 4. A site plan is not required in order to process or consider a rezone application. Therefore, this criterion has limited relevance to this proposal. At this stage, there are no specific development plans to consider. However, as previously mentioned, the Applicant has submitted a conceptual site plan that is part of the record. See Exhibit 1, p. 8. As a result, we know the Applicant's intention is to develop the site with a multi-family structure and related improvements.

In order to obtain approval of its future development plans, the Applicant will be required to demonstrate that the project complies with land use (landscaping, screening, and design), engineering, utility, building, and all other applicable construction-related standards associated with new development. See Staff Report, p. 4. The City's Development Services Center will review the permit application to ensure that the proposal satisfies those standards. That said, there are no obvious conditions that make the property unsuitable for a future Neighborhood Retail use at the higher building height.

The site is located at the intersection of two busy thoroughfares, and is situated among a mixture of uses. The location is thus appropriate for a multi-family structure or another use consistent with the NR zoning. The site is triangular in shape, which does pose some potential limitations, as a practical matter. However, the site is approximately 1.43 acres and there are no existing structures. See Staff Report, p. 4; see also Exhibit 2 (Environmental Checklist ¶ B(8)). There is sufficient area to support development, as the conceptual plans demonstrate. See Exhibit 1, p. 8. The site is also relatively flat. See *id.* Topography does not impose any significant obstacles to development.

There is no evidence of other physical or environmental conditions that make development of the site problematic. There is no evidence, at this non-project stage, that the soils are not appropriate for a future commercial development, or that there are problematic groundwater conditions. There are no surface waters or wetlands on the site. See Exhibit 2 (Environmental Checklist ¶ B(3)(a)(1)). There do not appear to be any physical characteristics of the site that make it unsuitable for uses allowed in the proposed zone. Even so, it should be emphasized that there will be a SEPA review at the project stage, at which time the specific impacts of a particular proposal can be considered and addressed. See Paragraph 5.

There are no known natural, historic, or cultural features on the site. See Exhibit 2 (Environmental Checklist ¶ B(13)). However, the WSDAHP reported that there was a “high probability of encountering cultural resources in the project area.” See Exhibit 5. The WSDAHP recommended that the Applicant complete a professional archaeological survey prior to ground disturbing activities. See *id.* This recommendation has been incorporated as a project condition. See Condition 2.

The Hearing Examiner concludes that there is nothing about the size, shape, topography, or location that makes the site unsuitable for future uses allowed in the NR-55 zone. Therefore, this criterion for a rezone is satisfied.

5. *The proposal will not have a significant adverse impact on the environment or the surrounding properties, and if necessary conditions can be placed on the proposal to avoid significant effect or interference with the use of neighboring property or the surrounding area, considering the design and intensity of the proposed use. See SMC 17G.060.170(C)(5).*

The applicant prepared an environmental checklist for the proposed zone change. See Exhibit 2. The information supplied is somewhat limited, due to the non-project nature of the proposal. Even so, the non-project portions of the checklist were completed. Based upon its review of the available information, the City of Spokane (Planning Department) issued a DNS for the proposal. See Exhibit 3. The deadline to appeal the DNS was February 2, 2022. No appeals were filed and thus the city’s evaluation of the environmental conditions is uncontested.

The future development of the property is not likely to result in significant impacts on the environment. There are no environmentally sensitive features of the site. For example, no part of the site has been classified as a critical area. See Exhibit 2 (Environmental Checklist ¶ B(8)(h)). There is no evidence that the soils are not appropriate for a future commercial development, or that there are problematic groundwater conditions. There are no surface waters on or near the site. See Exhibit 2 (Environmental Checklist ¶ B(3)(a)(1)-(2)). The property does not lie within a 100-year floodplain. See Exhibit 2 (Environmental Checklist ¶ B(3)(a)(5)). No threatened or endangered species are known to be on or near the site. See Exhibit 2 (Environmental Checklist ¶¶ B(4)(c) & B(5)(b)).

The Hearing Examiner does not view the proposed change as radical in nature. The zone will change from one type of Neighborhood Retail to another. The same uses are permitted in both the NR-35 and NR-55 zones. Thus, the potential impacts to the environment or surrounding properties are largely the same, with and without the rezone. The difference is that structures of greater height are allowed in the NR-55 zone, resulting in higher intensity use and the potential for greater impacts. The anticipated impacts of the rezone, however, are not significant. For this reason, the City issued a DNS for this proposal.

The impacts of the proposed rezone will not materially exceed the impacts of developing the property in accordance with the current zoning. Possible exceptions include traffic and parking, concerns that some neighbors contend have not been adequately addressed. See Exhibit 4 (Comments of J. & L. Morse). The greater height will result in additional residential units, for example, likely increasing traffic and potentially creating additional impacts.

That being acknowledged, there is no specific evidence in the record suggesting that the future use of the site will generate a significant amount of traffic, or will have any particular impacts on the capacity of the roads or safety. There were no substantive comments from the Traffic Department, the Engineering Department, or any other agency raising traffic concerns. The City did not require a traffic analysis for the proposed rezone. The record also does not contain any evidence that traffic from future NR uses will create any specific deficiencies in the transportation system. Finally, there was no independent, expert testimony raising concerns about traffic. Under the circumstances, the Hearing Examiner concludes that the proposed rezone, in and of itself, will not result in significant traffic impacts requiring mitigation.

In the Hearing Examiner's view, parking should be less of a concern. The conceptual plan for a multi-family structure shows how parking can be laid out on the site to accommodate the use. See Exhibit 1, p. 8. In addition, the Applicant plans to install underground parking to accommodate the planned use. *Testimony of D. Hume*. In any case, the extent of the traffic and parking, and the particular impacts of each, cannot be specifically determined at the non-project stage.

Since this is a non-project proposal, the environmental analysis does not end here. If, in the future, the owner proposes a development that exceeds the minimum SEPA thresholds, then that development will be evaluated for compliance with SEPA. See Staff Report, p. 4. The project will also be evaluated for compliance with all the relevant development standards. See *id.*; *Testimony of D. deBit*.

The Hearing Examiner concludes that the proposed rezone will not have significant impacts on the environment, which cannot be adequately addressed through mitigation. When a specific project action is proposed in the future, that project will again be evaluated under SEPA as appropriate. Therefore, this criterion for approval is satisfied.

6. *The Hearing Examiner concludes that the proposed rezone should be approved, although some neighboring owners raised understandable concerns about the proposal.*

There were public comments both for and against the proposed rezone. In general, opinions were evenly split regarding the proposal. The primary concerns of the opponents included traffic and parking impacts, obstruction of views, light and noise pollution, infrastructure capacity, and incompatibility caused by the increased height limit. See *id.* (Comments of T. Hurliman, J. & L. Morse, & J. Gates). One neighbor contended that the proposal did not address the requirements of the 2021 Sustainability Action Plan (the "SAP"), recently adopted by the City Council. See *id.* (Comment of J. Gates). Finally, there was a concern about the removal of a mature tree from the development site. See *id.* (Comments of K. Carlberg & J. Gates).

The Hearing Examiner concludes that the rezone will not have significant impacts related to public infrastructure, traffic, and parking. As previously discussed, the comments regarding traffic raised very general concerns. No specific evidence was submitted identifying specific impacts on the transportation system. No comments or testimony explained how the proposed rezone would impact parking or why the parking for the future use could not be accommodated on the subject site. No evidence was submitted that demonstrated that public infrastructure was

not adequate to support the future use of the site. Commenting agencies did not identify any deficiencies in public infrastructure that corroborated this concern. Without more specific evidence or data to consider, the Hearing Examiner is not inclined to condition or deny the proposed rezone on such grounds.

The Hearing Examiner is skeptical that this proposal will have a detrimental impact on views. The site is located at the corner of a busy intersection, close to motels, a drug addiction treatment facility, a church, and an office. There is also a residential area adjacent and to the west/northwest. However, this area is slated for development with apartments, which is the most likely use of this site. Just west of the drug addiction treatment facility (a former motel), there is a large, elevated embankment supporting a railroad track. There are also numerous mature trees, including a number of tall evergreens, adjacent to the railroad line. These conditions create some visual barriers between the area to the west and the site. This would seem to have more of an effect on views from the west (and near Sunset Boulevard) than a new apartment building. Even so, it may be that there will be some effect on views from the west/south, but again the concern raised was very general. No information was provided regarding the relative elevations, height of structures, view corridors, or the like. There was no specific analysis describing precisely how views would be impacted, or any evidence demonstrating the potential effect (diagrams, photographs, etc.).

Even assuming, for the sake of discussion, that views were substantially impacted, in all likelihood this would not provide proper legal grounds to condition or deny this proposal. The DNS was not appealed, and thus SEPA would not be a proper basis to condition or deny the proposal. Thus, impacts to views could not be mitigated based upon an environmental rationale. Setting aside any environmental arguments, the neighbors would need to establish that they had a right to preserve their view. However, in the absence of an easement, covenant, or a statutory provision, a neighboring property owner does not have a right to a view across another person's land. See *Asche v. Bloomquist*, 132 Wn. App. 784, 797, 133 P.3d 475 (2006) (confirming that there is no common law right to a view). In this case, there is no evidence that any of the neighbors have a legal right to preserve their view across the Applicant's property.

There was no substantive evidence that the rezone would result in significant glare or noise. A concern was raised, but no specific information or analysis was provided on this issue. Assuming the owner develops its concept plan for an apartment, the noise and light from that use would be the same as any other higher density residential use. The Hearing Examiner doubts that such a project would result in levels of noise or glare that require mitigation, based upon past experience with such developments. In any case, it would seem that evaluation of such concerns is better left to the project stage.

The Hearing Examiner concludes that it is not appropriate to condition or deny the proposed rezone for the alleged failure to address the requirements of the SAP. The SAP is a broad planning document setting forth the City's vision to address climate change. The SAP does not include specific development standards that the Hearing Examiner can apply to this application. The City has not reached that level of implementation. The SAP does reference Chapter 15.05 SMC, which codifies city policies regarding climate change. However, Chapter 15.05 SMC does not set forth specific criteria or development standards that govern a quasi-judicial decision on a permit or development application. Until specific standards are adopted, the Hearing Examiner must base his decisions on the existing land use codes and decision criteria.

Finally, there was a concern about removal of a mature tree from the Applicant's property. However, there is no legal basis to require a property owner to preserve the trees located

entirely on his or her land. A property owner has sole discretion whether to remove such trees. That is a right that accompanies property ownership.

DECISION

Based on the findings and conclusions above, it is the decision of the Hearing Examiner to approve the proposed Rezone subject to the following conditions:

1. If/when development occurs, the project will be developed in substantial conformance with SMC 17C.110.500, Land Use Standards, Commercial Zones, Commercial Design Standards, to maintain compatibility with, and limit the negative impacts on surrounding areas.
2. Provide an archaeological survey of the project area and a report of the findings prior to any ground disturbing activities. This survey and report shall be submitted to WSDAHP and shall meet WSDAHP's Standards for Cultural Resource Reporting.
3. Compliance with City noise standards stated in SMC 10.08D, Public Disturbance Noise. The City's quiet hours are from 10 pm to 7 am. This is important due to Residential uses in area.
4. This approval does not waive the applicant's obligation to comply with all of the requirements of the SMC, including the International Codes, as well as requirements of City Departments and outside agencies with jurisdiction over land development.
5. This project must adhere to any additional performance and development standards documented in comments or required by the City of Spokane, the County of Spokane, the State of Washington, and any federal agency.
6. SMC section 17G.060.240 regulates the expiration of this approval, and Table 17G.060-3 sets forth the time frame for the expiration of all approvals.
7. This approval is subject to the above-stated conditions. By accepting this approval, the applicant acknowledges that these conditions are reasonable and agrees to comply with them. The property may not be developed except in accordance with these conditions and failure to comply with them may result in the revocation of this approval.

SIGNED this 8th day of February, 2022.



Brian T. McGinn
City of Spokane Hearing Examiner

NOTICE OF RIGHT TO APPEAL

Appeals of decisions by the Hearing Examiner are governed by SMC 17G.060.210 and 17G.050.

Decisions by the Hearing Examiner regarding rezones are final. They may be appealed by any party of record by filing a Land Use Petition with the Superior Court of Spokane County. **THE LAND USE PETITION MUST BE FILED AND THE CITY OF SPOKANE MUST BE SERVED WITHIN TWENTY-ONE (21) CALENDAR DAYS OF THE DATE OF THE ISSUANCE OF THE DECISION.** Pursuant to RCW 36.70C.040(4)(a), the date of the issuance of the decision is three days after a written decision is mailed by the local jurisdiction. This decision was mailed on February 9, 2022. **THEREFORE, THE DATE OF THE LAST DAY TO APPEAL IS MARCH 7, 2022, AT 5:00 P.M.**

In addition to paying any Court costs to appeal the decision, the ordinance requires payment of a transcript fee to the City of Spokane to cover the costs of preparing a verbatim transcript and otherwise preparing a full record for the Court.

Pursuant to RCW 36.70B.130, affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.

Committee Agenda Sheet

Urban Experience

Submitting Department	Development Services Center
Contact Name & Phone	Donna deBit – 625-6637
Contact Email	ddebit@spokanecity.org
Council Sponsor(s)	CM Betsy Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Sunset Rezone – Zoning Map Change
Summary (Background)	<p>Site location – 2921 W 8th Ave, 2918 W 8th Ave. and 2937 W 7th Ave. (Parcel no. 25234.1102, 25234.1004, 25234.1003)</p> <p>A rezone request to change the zoning at the above addresses from NR-35 and NR-55 (Neighborhood Retail with a height limit of 35ft to Neighborhood Retail with a height limit of 55ft) was approved by the Hearing Examiner on February 8, 2022. This rezone does not change the allowable uses to be built in this location, only the allowable height of a structure. This rezone was processed as a Type III application with a public hearing held on January 26, 2022 and February 3, 2022.</p> <p>With City Council’s approval, the zoning map will be updated to reflect this change.</p>

Proposed Council Action & Date:	May 2022; as soon as possible following Council Committee Meeting
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? <i>The proposal is consistent with the comprehensive plan designation and goals, objectives, and policies for the property. SMC 17G.060.170(C)(2)</i>	

Relevant Facts:

In Chapter 3, Land Use, of the City's Comprehensive Plan:

*Goal LU 3 Efficient Land Use states: *Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.*

*Goal LU 5 Development Character states: *promote development in a manner that is attractive, complementary, and compatible with other land uses.*

*Policy LU 5.1 Built and Natural Environment states: *Ensure that developments are sensitive to the built and natural environment (for example, air and water quality, noise, traffic congestion, and public utilities and services), by providing adequate impact mitigation to maintain and enhance quality of life.*

*Policy LU 5.5 Compatible Development states: *Ensure that infill and redevelopment projects are well-designed and compatible with surrounding uses and building types.*

*H 1.18 Distribution of Housing Options states *promote a wide range of housing types and housing diversity to meet the needs of the diverse population and ensure that this housing is available throughout the community for people of all income levels and special needs.*

Staff Discussion: Increasing the height to 55 feet at this site would allow for a mixed use of retail and residential uses at an allowed density to make the project cost effective and include underground parking. Staff agrees with the applicant that high density residential uses are a need in the community, and that this location is particularly appropriate considering the access to public transportation and the surrounding zoning.



Agenda Sheet for City Council Meeting of:
05/16/2022

Date Rec'd	5/4/2022
Clerk's File #	ORD C36209
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	CM KINNEAR X6261	Project #	
Contact E-Mail	LKINNEAR@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 - DROUGHT RESPONSE MEASURES ORDINANCE		

Agenda Wording

Establishing water conservation and drought response measures; enacting a new section 13.04.1925; and amending section 13.04.300 of the Spokane Municipal Code.

Summary (Background)

In 2020, Council convened a volunteer working group called the Water Resource Collaboration Group tasked with reviewing the Water Conservation Master Plan and proposing updates to Council, with the goal to enable greater community input on the City's water conservation strategies. Spokane residents currently use more water per capita than 97% of the country. We can both reduce water usage and avoid costly infrastructure upgrades by taking these actions to decrease outdoor water usage.

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ALLERS, HANNAHLEE	<u>Study Session\Other</u>	3/28 and 4/25 PIES
<u>Division Director</u>		<u>Council Sponsor</u>	CM Kinnear & CP Beggs
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		gbyrd@spokanecity.org	
<u>For the Mayor</u>			
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. C36209

An ordinance establishing water conservation and drought response measures; enacting a new section 13.04.1925; and amending section 13.04.300 of the Spokane Municipal Code.

WHEREAS, In July of 2020, the City Council convened a working group of volunteer citizens called the Water Resource Collaboration Group (“WRCG”), which was tasked with reviewing the City’s Water Conservation Master Plan and proposing updates to the City Council, with the primary goal to enable greater community input on the City’s water conservation strategies and goals; and

WHEREAS, the WRCG created a Community Water Survey (which received over 500 responses), hosted three Virtual Water Workshops (1 per Council District), presented at Park Board and Community Assembly meetings, and interviewed water department staff from Flagstaff, AZ, which has climate and water characteristics similar to Spokane; and

WHEREAS, Spokane residents currently use 202 gallons per person per day, which is more water, per capita, than 97% of the rest of the country, and we can both reduce this water usage and avoid costly infrastructure upgrades by taking action now to decrease our outdoor water usage; and

WHEREAS, Spokane residents use 5-6 times more water during summer months than during other times of the year; and

WHEREAS, policy NE 2.1 in the Natural Environment chapter of the City’s Comprehensive Plan commits the City of Spokane to “[s]upporting a water conservation program that decreases household, commercial, industrial, and agricultural water use,” and counsels that “prudent use of water should be practiced until more is known about the capacity of the aquifer. Benchmark standards should be established to monitor water consumption and aquifer capacity. Further, water billing practices should be revised to encourage water conservation. Opportunities to recycle water in industrial coolant activities and the use of treated water for non-food irrigation purposes should be explored.”; and

WHEREAS, measures such as every-other-day watering restrictions and prohibitions on watering during the day can reduce outdoor water use and avoid millions of dollars in City infrastructure costs since we currently build our water delivery systems to keep up with peak summertime usage; and

WHEREAS, beyond cost savings, water conservation measures are needed to protect the Spokane Rathdrum Prairie Aquifer, which is hydrologically connected with the Spokane River, such that the use of one directly impacts the other; and

WHEREAS, when the City of Spokane pumps water from City wells, we are ultimately intercepting water from the Aquifer that would otherwise go to the Spokane River, and during our hot, dry summers, it is critically important for the health of our aquifer and our river to keep as much of that aquifer water within that Aquifer-River interchange; and

WHEREAS, the City's Parks Department has been continuously working to reduce water consumption at City facilities, including spending millions of dollars on automating sprinkler systems at City facilities, in an effort to implement policy N 6.4 (Maintenance of City Property) in the Neighborhoods chapter of the Spokane Comprehensive Plan, which commits the City to "[e]nsuring that city land, property, and infrastructure within neighborhoods are adequately maintained to protect the public health, safety, and welfare"; because "[p]roperly caring for city property protects the health, safety, and welfare of its citizens while improving aesthetic values and quality of life"; and

WHEREAS, small-scale uses of water for household gardens is important to help implement Priority Action HW 1.1, located in the Health and Wellness chapter of the City's Sustainability Action Plan, which commits the City to "[s]upport the Spokane Food Policy Council (SFPC) in studying, identifying and implementing sensible and achievable codes, policies, and requirements that eliminate barriers and reduce costs for urban farms and community gardens and expand local control of food grown, processed, and sold directly to consumers."

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new section 13.04.1925 of the Spokane Municipal Code to read as follows:

Section 13.04.1925 Water Conservation Measures

1. Level I:

- a. Every year between June 1 – October 1 the City of Spokane shall implement the following conservation measures:
 - i. A prohibition on watering outdoor vegetation during the hours of 9 am to 6 pm within a system to be determined by the water department to divide the city into zones such that each parcel may water outdoor vegetation on alternating days;
 - ii. A suggested limitation on watering outdoor vegetation for a maximum of 15 minutes per watering zone for a total of 2 hours outdoor watering on each parcel; and
 - iii. A suggested prohibition on the use of water for washing outdoor hardscape features, such as sidewalks, driveways, decks, and patios.

2. Level II:

- a. When the flow in the Spokane River, as measured at USGS monitoring location 12422500 (located at Lower Crossing), falls below 1,000 cfs between June 1 – October 1 the City shall implement the following conservation measures:
 - i. A prohibition on watering outdoor vegetation during the hours of 9 am to 6 pm;
 - ii. A limitation on watering outdoor vegetation on each parcel to two days per week;
 - iii. A limitation on watering outdoor vegetation for a maximum of 15 minutes per watering zone for a total of 2 hours outdoor watering on each parcel; and
 - iv. A prohibition on the use of water for washing outdoor hardscape features, such as sidewalks, driveways, decks, and patios.
3. Exemptions:
 - a. The Parks Department shall continue its efforts to upgrade park infrastructure as funding becomes available to comply with the above mandatory and voluntary measures. Until the Parks Director determines compliance is feasible, the department shall be exempt from these measures only when it is determined necessary to protect critical park assets.
 - b. Residents shall be granted reasonable exemptions from these measures when watering community/personal vegetable gardens, trees both in the public right of way and on private property, and/or for newly-planted landscape.
4. Violations of the requirements of this section shall result in imposition of the surcharges stated in SMC 13.04.300(D).

Section 2. That Section 13.04.300 of the Spokane Municipal Code is amended to read as follows:

Section 13.04.300 ((Penalty))Penalties and Surcharges

- A. Except as otherwise specified in this section, ((Any)) any person or organization violating any of the provisions of this chapter, or the rules and regulations of the director, except for those violations designated infractions in SMC 1.05.190, commits a misdemeanor.
- B. Each day of a continuing violation shall constitute a new and separate violation unless otherwise specified.
- C. Surcharges

1. In addition to the foregoing, a surcharge of \$20.00 shall be assessed to the water bill for the account of record for a violation of any of the mandatory water conservation measures specified in SMC 13.04.1925.
2. Surcharges shall double for every repeat violation. Each succeeding surcharge may be twice the previous surcharge assessed for the previous violation.
3. The assessment of the surcharge may only occur after city staff has documented at least one educational contact with an organization or resident who is in violation of any of the mandatory water conservation measures specified in SMC 13.04.1925.
4. The assessment of the surcharge may be informally appealed, in writing, within fourteen (14) calendar days of the notice of the surcharge assessment. The written appeal shall be received by the City of Spokane Public Works & Utilities Department within said fourteen (14) day limit or the right to such appeal shall be permanently waived. Address all surcharge-related correspondence to:

Utility Billing
Spokane City Hall
808 W Spokane Falls Blvd
Spokane, WA 99201

- a. Assessment of surcharges shall not take effect until June 1, 2023, with an opportunity for city council to further defer implementation of surcharges if determined necessary.

D. In the event of any conflict between this section and the published rules and regulations issued by the Director, this section shall control.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Water Conservation

Updated: May 2022

Water conservation is an ongoing initiative of Parks & Recreation. Here, we overview our strategies, approach, and vision for the future.

Serving the Community

- Parks & Recreation provides areas for community members to gather, recreate, and celebrate
- We steward approximately 4,000 acres of land
- We benefit and serve *all* people with healthy, accessible green spaces
- Our golf courses are self-funded solely through golfing fees
- Even though we are the top City water consumer, total park system water use accounts for 3-4% of the overall water consumption across Spokane

Limitations, Efficiencies, and Perceptions

- Parks has some inefficient and/or antiquated irrigation systems; we've identified capital needs for upgrades
- Manual watering systems exist in several locations, and require daytime operation due to staff watering. According to the findings of an independent consultant, Mimir Water, Inc., despite daytime operation and the perception that this wastes water, most of our manually irrigated parks are efficiently watered. Replacing these manual systems would improve park level of service, improve the perception of water waste in parks, and reduce staff hours dedicated to watering, but would be costly to replace and yield little actual water savings.
- Every-other-day watering in a park may involve watering half a park one day, half the next.
- With high-dollar assets like golf courses and athletic fields, daily watering is required due to agronomic requirements and foot traffic / physical demand. Daily watering is required to maintain these assets, failure to water daily would likely result in loss or significant damage to this high value turf and result in significant loss of revenue and/or capital replacement costs. We have invested significant capital into high-efficiency irrigation systems on golf courses to increase irrigation efficiency, reduce consumption, and improve turf conditions; see table below.
- When events are held in parks, we adjust watering schedules to accommodate guests.

Recent Water Conservation Projects

Since 2019, Parks & Recreation has completed projects that save more than 60 million gallons annually.

Project	Approx. Gallons Saved/Year	Overview	Cost	Funding Partnerships
Manito Japanese Gardens Koi Pond renovation	21 million	85% savings with pond pump upgrades, new UV filters, new recirculating jets, and more	\$314,000	Utilities

Grand Blvd. irrigation upgrades & turf reduction	16 million	30% savings by replacing outdated manual system with automated high efficiency, converting 2 acres of turf to SpokaneScape	\$640,000	Utilities
Indian Canyon Golf Course	19 million	35% savings by replacing 1930's system with new technology	\$2.4M	Golfers via Facility Fee
Esmeralda Golf Course	8 million	10% savings by replacing 1950's system with new technology	\$2.6M	Golfers via Facility Fee
Downriver Golf Course	11.5 million	20% savings by replacing 1950's system with new technology	\$2.6M	Golfers via Facility Fee
Riverfront N. Bank Recirculating Splash Pad	~4 million	Installed recirculating splash pad instead of flow-through system		Riverfront Park Bond

Key Partnership with Public Works

- In 2021, Parks and Public Works entered a new 10-year partnership to conserve water
- Public Works will provide Parks with up to \$250,000 annually for water-savings projects that support the Water department's stewardship program

Ongoing & Future Projects

- Downriver golf course: Nearly complete, this new irrigation system is estimated to save 9 million gallons annually, or about 20%. Funding comes from \$2.5M from the Golf Facility Improvement Fee and \$409,000 from City Utilities.
- Cannon Hill Park Pond: According to a 2021 assessment of park irrigation systems and ponds, this pond is the most significant waste of water in the City Parks system. Renovating this pond to install a liner, recirculating filtration system and automatic filling system will reduce water use by between 20-40 million gallons annually for a cost of approximately \$1.4M (14-28 gal saved per dollar invested)
- Replacing older, less efficient irrigation systems
- Designating natural areas and turf reduction zones in low-use and steep incline areas
- Utilizing mulching practices to reduce evaporation
- Focusing on water-wise plants that require less water
- Supporting the goal of the Water Department's Stewardship program to encourage every other day watering strategies, including working with Water to schedule watering at Parks to reduce peak demand in various pressure zones
- Participating in Water's education activities reducing use and supporting conservation goals

Recommendation

- Parks and Recreation will complete its own water conservation and drought response plan to balance the public needs, water savings, and efficiency.
- This mirrors a draft recommendation out of our most recent Master Planning process.
- Timeline: Q4 2022

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

05/16/2022

Date Rec'd

5/4/2022

Clerk's File #

ORD C36210

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**MARY 6289
MURAMATSU**Project #****Contact E-Mail**

MMURAMATSU@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**AN ORDINANCE RELATING TO COMMERCIAL VEHICLES; AMENDING SMC
SECTION 16A.44.1**Agenda Wording**

An ordinance Clarifying the Penalty Section of Commercial Vehicle Enforcement and amending SMC section 16A.44.100.

Summary (Background)

Commercial Vehicle regulations are codified in the Code of Federal Regulations by the Federal Motor Carrier Safety Administration (FMCSA) and in Washington state law. While most of these violations are traffic infractions, it is a gross misdemeanor to drive without a commercial driver's license. Spokane's Municipal Code does not address the penalty for driving without a CDL and therefore that and other related violations cannot be enforced. This amendment corrects this problem.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

MEIDL, CRAIG

Study Session\Other

4/11 Public Safety

Division Director

MEIDL, CRAIG

Council SponsorBreean Beggs and Lori
Kinnear**Finance**

WALLACE, TONYA

Distribution List**Legal**

PICCOLO, MIKE

cmeidl@spokanepolice.org

For the Mayor

ORMSBY, MICHAEL

jbingham@spokanecity.org

Additional Approvals

mmuramatsu@spokanecity.org

Purchasing

bmoon@spokanepolice.org

nantush@spokanecity.org

ORDINANCE NO. C36210

An ordinance relating to commercial vehicles; amending SMC section 16A.44.100.

The City of Spokane does ordain:

Section 1. That SMC section 16A.44.100 is amended to read as follows:

16A.44.100 Commercial Motor Vehicle Regulations

- I. All drivers of commercial motor vehicles are subject to the provisions of Uniform Commercial Driver's License Act, Chapter 46.25 RCW and its penalties, as provided in RCW 46.25.170, all of which are hereby adopted and incorporated by reference, as if fully set forth herein including all future amendments, additions, or deletions.
- II. Concerning motor carriers used in intrastate or interstate commerce and operating within the City of Spokane, the following RCWs are hereby adopted by reference.

- A. 46.16A.455 – Trucks, buses, and for hire vehicles based on gross weight Rpt to FMCSA

1. LOGBOOK / MEDICAL CERTIFICATE

- 46.32.010 – Viol Fed Regs Logbook/Med Cert \$191

2. COMMERCIAL DRIVER'S LICENSE – Title 49 Subtitle B Chapter III Subchapter B CFR Part 383 - 387

- | | | |
|--|-------------------|-----------|
| a. 46.25.040.2.b – Operating a CMV with more than 1 driver license | CFR 383.21 | Rpt-FMCSA |
| b. 46.25.050 – No Valid Commercial Driver's License | CFR 383.23(a)(2) | \$1000 |
| c. 46.25.060.5.c – Operating on Learner's Permit without CDL Driver | CFR 383.23(c)(1) | Rpt-FMCSA |
| d. 46.25.052 – Violating Conditions of Commercial Learner's Permit | CFR 383.23 | Rpt-FMCSA |
| e. 46.25.050.2 – Driving While CDL Suspended/Revoked/Disqualified | CFR 383.51(a)(1) | \$1000 |
| f. 46.25.020.2 – Employer Allowing Disqualified Driver to Drive | CFR 383.51(a)(2) | Rpt-FMCSA |
| g. 46.25.080.2 – Operating a CMV with improper CDL Class | CFR 383.91(a) | Rpt-FMCSA |
| h. 46.25.080.2 – No Double or Triple Trailer Endorsement on CDL | CFR 383.93(b)(1) | Rpt-FMCSA |
| i. 46.25.080.2 – No Passenger Vehicle Endorsement on CDL | CFR 383.93(b)(2) | Rpt-FMCSA |
| j. 46.25.080.2 – No Tank Vehicle Endorsement on CDL | CFR 383.93(b)(3) | Rpt-FMCSA |
| k. 46.25.080.2 – No Hazardous Materials Endorsement on CDL | CFR 383.93(b)(4) | Rpt-FMCSA |
| l. 46.25.080.2 – Violation of Air Brake Restrictions | CFR 383.95(a) | Rpt-FMCSA |
| m. 46.32.010.1 – Failure to Register with FMCSA to Obtain a USDOT Number | CFR 385.301(a) | \$136 |
| n. 46.30.020 – No Evidence of Public Liability/Property Damage Insurance | CFR 387.301(a) | \$550 |
| o. 46.16.260 – No Copy of Certificate of Registration | CFR 387.303(b)(4) | Rpt-FMCSA |

3. INSURANCE – Title 49 Subtitle B Chapter III Subchapter B CFR Part 387

a. 46.30.020 – No Evidence of Public Liability/Property Damage Insur	CFR 387.301(a)	\$550
b. 46.16.260 – No Copy of Certificate of Registration	CFR 387.303(b)(4)	Rpt-FMCSA

4. GENERAL REQUIREMENTS – Title 49 Subtitle B Chapter III Subchapter B CFR Part 390

a. 46.32.010 – No Periodic (Annual) Inspection	CFR 396.17(c)	\$191
b. 46.32.010.1 – Motor Carrier Identification Report (USDOT Required)	CFR 390.19	\$136
c. 46.32.010 – Commercial Motor Vehicle Not Marked as Required	CFR 390.21	\$191
d. 46.32.010.1 – Marking of Commercial Motor Vehicles (Interstate)	CFR 390.21	\$136
e. 81.80.305 – Marking of Commercial Motor Vehicles (Intrastate)	CFR 390.21	\$1000
f. 46.37.360 – Brake Connections with Air Leaks	CFR 390.45(d)	\$136

5. DRIVER VIOLATIONS – Title 49 Subtitle B Chapter III Subchapter B CFR Part 391

a. 46.25.055 – Using a Driver UNDER 21 Years of Age	CFR 391.11(b)(1)	\$550
b. 46.25.055 – Unable to Understand Road Sig/Signals		
c. 46.25.040 – Using a Physically Unqualified Driver	CFR 391.11(b)(4)	Rpt-FMCSA
d. 46.25.040 – Using a Driver with No or Invalid Driver License	CFR 391.11(b)7)	Rpt-FMCSA
e. 46.25.040(2)(a) – Requiring/Allowing a Driver to Drive while Disqualified/ Suspended/Revoked, or Cancelled	CFR 391.15	Rpt-FMCSA
f. 46.25.057 – No Medical Certificate in Driver's Possession	CFR 391.41(a)	\$550
g. 46.25.057 – Expired Medical Examiner Certification	CFR 391.45(b)	\$550
h. 46.25.057 – No Valid Medical Waiver in Driver's Possession	CFR 391.49(j)	\$550

6. DRIVING OF COMMERCIAL VEHICLES – Title 49 Subtitle B Chapter III Subchapter B CFR Part 392

a. 46.44.010 – Operating Over Legal Width	CFR 392.2	\$156
b. 46.44.020 – Operating Over Legal Height	CFR 392.2	\$156
c. 46.44.030 – Operating Over Legal Length	CFR 392.2	\$156
d. 46.44.041 – Operating Over Legal Weight	CFR 392.2W	\$197
e. 46.61.130 – Lane Restriction Violation	CFR 392.2	\$136
f. 46.61.590 – Unlawful Parking an/or Leaving Vehicle in the Roadway	CFR 392.2	\$136
g. 46.37.230 – Headlamps – Failing to Dim When Required	CFR 392.2	\$136
h. WAC 308-77-025 – State or International Fuel Tax (FTA) Violation	CFR 392.2	Rpt-FMCSA
i. 46.61.050 – Failure to Obey Traffic Control Device	CFR 392.2C	\$136
j. 46.61.145 – Following Too Close	CFR 392.2FC	\$136
k. 46.61.140 – Improper Lane Change	CFR 392.2LC	\$136

l. 46.61.130 – Improper Passing	CFR 392.2P	\$136
m. 46.61.500 – Reckless Driving	CFR 392.2R	\$1000
n. 46.61.400 – Speeding (subsection specified)	CFR 392.2S	As per RCW
o. 46.61.290 – Improper Turns	CFR 392.2T	\$136
p. 46.61.180 – Failure to Yield Right of Way	CFR 392.2Y	\$136
q. 46.32.010 – Operating a CMV While Ill or Fatigued	CFR 392.3	\$191
r. 46.61.502 – Driving Under the Influence of Drugs	CFR 392.4(a)	\$1000
s. 46.61.502 – Driver on Duty and Under the Influence of Alcohol	CFR 392.5(a)	\$1000
t. 46.25.110 – Driving with Alcohol in System	CFR 392.5(a)	\$1000
u. 46.25.110 – Possession of Alcohol (Other than Part of Load)	CFR 392.5(c)	\$1000
v. 46.25.090 – Operating CMV in Violation of OOS Order	CFR 392.5(c)(2)	Rpt-FMCSA
w. 46.32.010 – Unauthorized Passenger on Board CMV	CFR 392.6	\$191
x. 46.32.010 – Driver Failing to Conduct Pre-Trip Inspection	CFR 392.7	\$191
y. 46.37.450 – Failure to Inspect/Use Emergency Equipment	CFR 392.8	\$136
z. 46.32.010 – No or Operating Outside Operating Authority	CFR 392.9(a)	\$191
aa. 46.37.490 – Failure to Secure Cargo	CFR 392.9(a)(1)	\$136
bb. 46.37.490 – Failure to Secure Vehicle Equipment	CFR 392.9(a)(2)	\$136
cc. 46.61.615 – Driver's View and/or Movement is Obstructed	CFR 392.9(a)(3)	\$136
dd. 46.32.010 – Operating Without USDOT Registration/Number	CFR 392.9(b)	\$191
ee. 46.61.350.1 – Failure to Stop at Railroad Crossing – Bus	CFR 392.10(a)(2)	\$136
ff. 46.61.350.1 – Failure to Stop at Railroad Crossing – Chlorine Gas	CFR 392.10(a)(3)	\$136
gg. 46.61.350.1 – Failure to Stop at Railroad Crossing – Placarded	CFR 392.10(a)(4)	\$136
hh. 46.61.350.1 – Failure to Stop at Railroad Crossing – HM	CFR 392.10(a)(4)	\$136
ii. 46.32.010 – Failed to Use Caution for Hazardous Condition	CFR 392.14	\$191
jj. 46.61.668 – Failure to Use Seatbelt While Operating CMV	CFR 392.16	\$136
kk. 46.37.450 – Failure to Use Hazard Warning Flashers	CFR 392.22(a)	\$136
ll. 46.37.450 – Failure to Place or Improper Placement of Warning Devices	CFR 392.22(b)	\$136
mm. 46.37.120 – Operating CMV with Lamps/Reflectors Obscured	CFR 392.33	\$136
nn. 46.32.010 – Fueling a CMV with the Engine Running	CFR 392.50	\$191
oo. 46.32.010 – Unauthorized Passenger on Board CMV	CFR 392.60	\$191
pp. 46.61.375 – Unsafe Bus Operation	CFR 392.62	\$136
qq. 46.61.375 – Pushing/Towing a Loaded Bus	CFR 392.63	\$136
rr. 46.32.010 – Using or Equipping a CMV with Radar Detector	CFR 392.71(a)	\$191
ss. 46.61.672.1 Personal Electronic Device While Driving		\$136
tt. 46.61.672.4 Personal Electronic Device While Driving – 2 nd		\$234

7. HOURS OF SERVICE - Title 49 Subtitle B Chapter III Subchapter B CFR Part 395

a. 46.32.020 – Violation of 16 Hour Rule – Property	Possible OOSV	CFR 395.3(o)	\$191
b. 46.32.020 – Violation of 10 Hour Rule – Property	Possible OOSV	CFR 395.3(a)(1)	\$191

c.	46.32.020 – Violation of 14 Hour Rule – Property	Possible OOSV	CFR 395.3(a)(2)	\$191
d.	46.32.020 – Violation of 60/70 Hour Rule – Property	Possible OOSV	CFR 395.3(b)	\$191
e.	46.32.020 – Violation of 34 Hour Restart	Possible OOSV	CFR 395.5(c)	\$191
f.	46.32.020 – Violation of 60/70 Hour Rule – Passenger	Possible OOSV	CFR 395.5(b)	\$191
g.	46.32.020 – Violation of 10 Hour Rule – Passenger	Possible OOSV	CFR 395.5(a)(1)	\$191
h.	46.32.020 – Violation of 15 Hour Rule – Passenger	Possible OOSV	CFR 395.5(a)(2)	\$191
i.	46.32.020 – False Report of Driver's Record of Duty Status		CFR 395.8(a)	\$191
j.	46.32.020 – No Driver's Record of Duty Status		CFR 395.8(a)	\$191
k.	46.32.020 – Driver's Record of Duty Status Not Current		CFR 395.8(f)(1)	\$191
l.	46.32.020 – No Previous 7 days Records of Duty Status		CFR 395.8(k)(2)	\$191
m.	46.32.020 – Violation of HOS out-of-service order for HOS		CFR 395.13(d)	\$191
n.	46.32.020 – On-Board Recording Device Failure		CFR 395.15(f)	\$191
o.	46.32.020 – On-Board Recording Device Info Not Available		CFR 395.15(g)	\$191

8. EQUIPMENT VIOLATIONS – Title 49 Subtitle B Chapter III Subchapter B CFR Part 393

a. Brakes

1)	46.37.340 – No or defective parking brake system on CMV	CFR 393.41	\$136
2)	46.37.340 – No Brakes as Required	CFR 393.42	\$136
3)	46.37.340 – All Wheels not Equipped with Brakes	CFR 393.42(a)	\$136
4)	46.37.351 – No or Improper breakaway or emergency braking	CFR 393.43	\$136
5)	46.37.351 – No or improper tractor protection valve	CFR 393.43(a)	\$136
6)	46.37.351 – No or defective automatic trailer brake	CFR 393.43(d)	\$136
7)	46.37.351 – Airlines Rubbing on Deck	CFR 393.45(b)	\$136
8)	46.37.360 – Brake Hose or Tubing Chafing and/or Kinking	CFR 393.45(b)(2)	\$136
9)	46.37.360 – Brake Hose or Tubing Contacting Exhaust System	CFR 393.45(b)(3)	\$136
10)	46.37.351 – Defective/Mismatched Brake Chambers	CFR 393.47(b)	\$136
11)	46.37.351 – Defective/Mismatched Slack Adjuster	CFR 393.47(c)	\$136
12)	46.37.351 – Defective/Insufficient Brake Linings	CFR 393.47(d)	\$136
13)	46.37.351 – Clamp or Roto-Type Brake(s) Out of Adjustment	CFR 393.47(e)	\$136
14)	46.37.351 – Wedge type brake(s) out of adjustment	CFR 393.47(f)	\$136
15)	46.37.351 – Insufficient Brake Drum	CFR 393.47(g)	\$136
16)	46.37.351 – Inoperative Brakes	CFR 393.48(a)	\$136
17)	46.37.351 – Brakes – Missing or Broken Components	CFR 383.48(a)	\$136
18)	46.37.351 – Inadequate Air/Vacuum	CFR 393.50	\$136
19)	46.37.351 – Defective/Inoperative Low Air Warning Device	CFR 393.51	\$136
20)	46.37.351 – No Automatic Brake Adjuster	CFR 393.53	\$136
21)	46.37.360 – No ABS as required on CMV w/Air Brakes – 02/98	CFR 393.55(c)	\$136
22)	46.37.351 – No or Defective ABS Indicator on Trailer	CFR 393.55(d)(3)	\$136

23) 46.37.360 – No ABS as required on CMV w/Hydraulic Brakes – 1999	CFR 393.55(a)	\$136
24) 46.37.360 – ABS Indicator Malfunction	CFR 393.55(d)	\$136
25) 46.37.351 – BRAKES OUT OF SERVICE – 20% of Defective	CFR 396.3(a)(1)	\$136
26) 46.37.351 – General Brake Violations	CFR 396.3(a)(1)B	\$136
27) 46.37.351 – Brakes Out of Adjustment	CFR 396.3(a)(1)BA	\$136
28) 46.37.351 – Compressor Violation	CFR 396.3(a)(1)BC	\$136
29) 46.37.351 – Brake Drum Violations	CFR 396.3(a)(1)BD	\$136
30) 46.37.351 – Brake Reserve System Pressure Loss	CFR 396.3(a)(1)BL	\$136
b. Coupling Devices		
1) 46.32.010.1 – Fifth Wheel Violations	CFR 393.70	\$136
2) 46.32.010.1 – Defective Coupling Device	CFR 393.70(a)	\$136
3) 46.32.010.1 – Defective Fifth Wheel Locking Mechanism	CFR 393.70(b)(2)	\$136
4) 46.32.010.1 – Defective/Improper Fifth Wheel Assembly	CFR 393.70(b)	\$136
5) 46.32.010.1 – Defective Coupling Devices for Full Trailer	CFR 393.70(c)	\$136
6) 46.37.495 – No/Improper Safety Chains or Cables	CFR 393.70(d)	\$550
7) 46.37.495 – Improper Safety Chain Attachment	CFR 393.70(d)(8)	\$550
8) 46.32.010.1 – Improper Coupling Driveaway/Towaway Operation	CFR 393.71	\$136
9) 46.32.010.1 – Improper Weight Distribution Driveway/Towaway	CFR 393.71(b)(3)	\$136
10) 46.32.010.1 – Prohibited Towing Connection/Device	CFR 393.71(g)	\$136
11) 46.32.010.1 – Towbar Requirement Violations	CFR 393.71(h)	\$136
12) 46.37.495 – No or Improper Safety Chains for Towbar	CFR 393.71(h)(10)	\$550
c. Emergency Equipment		
1) 46.32.010.1 – No/Discharged/Unsecured Fire Extinguisher	CFR 393.95(a)	\$136
2) 46.32.010.1 – Failure to Equip Hazardous Material Vehicle with A Fire Extinguisher With a Minimum UL Rating of 10 B:C	CFR 393.95(a)(1)	\$136
3) 46.32.010.1 – No spare fuses as required	CFR 393.95(b)	\$136
4) 46.32.010.1 – No/Insufficient Warning devices	CFR 393.95(f)	\$136
5) 46.32.010.1 – HM Restricted Emergency Warning Device	CFR 393.95(g)	\$136
d. Exhaust		
1) 46.32.010.1 – Exhaust System Location	CFR 393.83(a)	\$136
2) 46.32.010.1 – Exhaust Discharge Fuel Tank/Filler Tube	CFR 393.83(b)	\$136
3) 46.32.010.1 – Improper Exhaust-Bus (gasoline)	CFR 393.83(c)	\$136
4) 46.32.010.1 – Improper Exhaust-Bus (diesel)	CFR 393.83(d)	\$136
5) 46.32.010.1 – Improper Exhaust Discharge (Not Rear of Cab)	CFR 393.83(e)	\$136

6)	46.32.010.1 – Improper Exhaust System Repair (Patch/Wrap)	CFR 393.83(f)	\$136
7)	46.32.010.1 – Exhaust Leak Under Truck Cab and/or sleeper	CFR 393.83(g)	\$136
8)	46.32.010.1 – Exhaust System Not Securely Fastened	CFR 393.83(h)	\$136
e. Frame Violations			
1)	WAC 204.10.022.8 – Frame Cracked/Loose/Sagging/Broken	CFR 393.201(a)	Rpt-FMCSA
2)	46.32.010.1 – Bolts Securing Cab Broken/Loose/Missing	CFR 393.201(b)	\$136
3)	46.32.010.1 – Frame Rail Flange Improperly Bent/Cut/Notched	CFR 393.201(c)	\$136
4)	46.32.010.1 – Frame Accessories Improperly Attached	CFR 393.201(d)	\$136
5)	46.32.010.1 – Prohibited Holes Drilled in Frame Rail Flange	CFR 393.201(e)	\$136
6)	46.32.010.1 – Cab/Body Improperly Secured to Frame	CFR 393.203(b)	\$136
7)	46.32.010.1 – Cab Front Bumper Missing/Unsecured/Protrude	CFR 393.203(e)	\$136
f. Fuel System Violations			
1)	46.37.465 – Fuel System Requirement Violations	CFR 393.65	\$136
2)	46.37.465 – Improper Location of Fuel System	CFR 393.65(b)	\$136
3)	46.37.465 – Improper Securement of Fuel Tank	CFR 393.65(c)	\$136
4)	46.37.465 – No/Improper Fuel Line Protection	CFR 393.65(f)	\$136
5)	46.37.465 – Fuel Tank Requirement Violations	CFR 393.67	\$136
6)	46.37.465 – Fuel Tank Fill Cap Missing/Defective	CFR 393.67(c)(7)	\$136
7)	46.37.465 – Improper Fuel Tank Safety Vent	CFR 393.67(c)(8)	\$136
g. Lighting & Reflective Devices			
1)	47.37.090 – No/Defective Identification/Side Marker/ Clearance Lamps	CFR 393.9(a)	\$136
2)	47.37.090 – No/Inoperative License Plate Lamp	CFR 393.9(a)	\$136
3)	46.37.120 – Obscured Lamps or Reflection Devices	CFR 393.9(b)	\$136
4)	46.37.040 – Inoperable Head Lamps	CFR 393.9(h)	\$136
5)	46.37.050 – Inoperable Tail Lamps	CFR 393.9T	\$136
6)	46.37.070 – Inoperable Turn Signals	CFR 393.9TS	\$136
7)	46.37.140 – No or Inoperable Lamps on Projecting Load	CFR 393.11	\$136
8)	WAC 204-21-220 – No or Inoperable Trailer Tongue Lamps	CFR 393.1	Rpt-FMCSA
9)	46.32.010.1 – No Lower Rear Retro-Reflective Sheeting – Veh Aft 12/1993	CFR 393.11LR	\$136
10)	46.32.010.1 – No Retro-Reflective Sheeting – Vehicle Built after 12/93	CFR 393.11N	\$136
11)	46.32.010.1 – No Retro-Reflective Sheeting – Vehicle Built after 12/93	CFR 393.11N	\$136
12)	46.32.010.1 – No Retro-Reflective Sheeting – Trailers Built after 12/93	CFR 393.11RT	\$136
13)	46.32.010.1 – No Side Retro-Reflecting Sheeting – Vehicle Built after 12/93	CFR 393.11S	\$136

14) 46.32.010.1 – No Mud Flaps Retro-Reflective Sheeting – Tractors after 1993	CFR 393.11TL	\$136
15) 46.32.010.1 – No Retro-Reflective Sheeting – Tractor Built after 7/97	CFR 393.11TT	\$136
16) 46.32.010.1 – No Upper Corner Retro-Reflective Sheeting – Tractors after 97	CFR 393.11TU	\$136
17) 46.32.010.1 – No Upper Rear Retro-Reflective Sheeting – Veh after 7/97	CFR 393.11UR	\$136
18) 46.32.010.1 – Retro-Reflective Tape Not Affixed as Required	CFR 393.13(a)	\$136
19) 46.32.010.1 – No Retro-Reflective Sheeting – Trailers Built before 12/93	CFR 393.13(b)	\$136
20) 46.32.010.1 – No Side Retro-Reflective Sheeting as Required	CFR 393.13(c)(1)	\$136
21) 46.32.010.1 – No Lower Rear Retro-Reflective Sheeting as required	CFR 393.13(c)(2)	\$136
22) 46.32.010.1 – No Upper Rear Retro-Reflective Sheeting as required	CFR 393.13(c)(3)	\$136
23) 46.32.010.1 – Improper Side Placement of Retro-Reflective Sheeting	CFR 393.13(d)(1)	\$136
24) 46.32.010.1 – Improper Rear Placement of Retro-Reflective Sheeting	CFR 393.13(d)(2)	\$136
25) 46.32.010.1 – No/Defective Lamp/Reflector-Towaway Operation	CFR 393.17	\$136
26) 46.32.010.1 – No/Defective Lamps-Towing Unit-Towaway Operation	CFR 393.17(a)	\$136
27) 46.32.010.1 – No/Defective Towaway Lamps On rear Unit	CFR 393.17(b)	\$136
28) 46.37.215 – Inoperative/Defective Hazard Warning Lamps	CFR 393.19	\$136
29) 46.32.010.1 – Inoperative Clearance Lamps	CFR 393.20	\$136
30) 46.32.010.1 – Required Lamp Not Powered by Vehicle Electric	CFR 393.23	\$136
31) 46.37.040 – Inoperable High Beam Headlamps	CFR 393.24(a)	\$136
32) 46.37.210 – Non-Compliant Auxiliary / Driving / Fog Lamps	CFR 393.24(b)	\$136
33) 46.37.040 – Improper Headlamp Aiming	CFR 393.24(c)	\$136
34) 46.37.040 – Lamps Not Visible as Required	CFR 393.25(b)	\$136
35) 46.37.070 – Inoperative Stop/Brake Lamps	CFR 393.25(f)	\$136
36) 46.32.010.1 – Reflector Requirements	CFR 393.26	\$136

h. Load Securement

1) 46.37.490 – No or Improper Load Securement	CFR 393.100(a)	\$136
2) 46.37.490 – Leaking/Spilling/Blowing/Falling Cargo	CFR 393.100(b)	\$136
3) 46.37.490 – Failure to Prevent Cargo Shifting	CFR 393.100(c)	\$136
4) 46.37.490 – Improper Securement Systems (Tiedowns Assemblies)	CFR 393.102(a)	\$136
5) 46.37.490 – Insufficient Means to Prevent Forward Movement	CFR 393.102(a)(1)(i)	\$136
6) 46.37.490 – Insufficient Means to Prevent Rearward Movement	CFR 393.102(a)(1)(ii)	\$136
7) 46.37.490 – Insufficient Means to Prevent Lateral Movement	CFR 393.102(a)(1)(iii)	\$136
8) 46.37.490 – Insufficient Means to Prevent Vertical Movement	CFR 393.102(b)	\$136
9) 46.37.490 – Exceeding Working Load Limit for Tiedowns	CFR 393.102(c)	\$136
10) 46.37.490 – Inadequate/Damaged Securement Device	CFR 393.104(a)	\$136
11) 46.37.490 – Damaged Securement Tiedowns	CFR 393.104(b)	\$136
12) 46.37.490 – Damaged Vehicle Structures/Anchor Points	CFR 393.104.(c)	\$136
13) 46.37.490 – Damaged Dunnage, Chocks, Cradles, Shoring Bars Blocking and Bracing	CFR 393.104(d)	\$136

14) 46.37.490 – Knotted Tiedown	CFR 393.104(f)(1)	\$136
15) 46.37.490 – Use of Tiedown with Improper Repair	CFR 393.104(f)(2)	\$136
16) 46.37.490 – Loose or Unfastened Tiedown	CFR 393.104(f)(3)	\$136
17) 46.37.490 – No/Improper Front End Structure/Headerboard	CFR 393.106(a)	\$136
18) 46.37.490 – Cargo Not Immobilized or Secured	CFR 393.106(b)	\$136
19) 46.37.490 – Insufficient Aggregate Working Load Limit	CFR 393.106(d)	\$136
20) 46.37.490 – No Means to Prevent Cargo from Rolling	CFR 393.106(c)(1)	\$136
21) 46.37.490 – Cargo W/out Direct Contact Not Prevented from Shifting	CFR 393.106(c)(2)	\$136
22) 46.37.490 – Insufficient Aggregate Working Load Limit	CFR 393.106(d)	\$136
23) 46.37.490 – Failing to Meet Tiedown Requirements	CFR 393.110	\$136
24) 46.37.490 – Insufficient Tiedowns to Prevent Forward Movement Not Blocked by Headerboard, Cargo, Bulkhead or other Cargo	CFR 393.110(b)	\$136
25) 46.37.490 – Insufficient Tiedowns for an Article Blocked with a Headerboard, Bulkhead or other Cargo	CFR 393.110(c)	\$136
26) 46.37.490 – Large/Odd-shaped Cargo Not Adequately Secured	CFR 393.110(d)	\$136
27) 46.37.490 – Tiedown Not Adjustable by Driver	CFR 393.112	\$136
28) 46.37.490 – No or Improper Front End Structure	CFR 393.114	\$136
29) 46.37.490 – Insufficient Height for Front End Structure	CFR 393.114(b)(1)	\$136
30) 46.37.490 – Insufficient Width for Front End Structure	CFR 393.114(b)(2)	\$136
31) 46.37.490 – Front End Structure Insufficient to Prevent Cargo to Pass	CFR 393.114(d)	\$136
32) 46.37.490 – No or Improper Securement of Logs	CFR 393.116	\$136
33) 46.37.490 – Shortwood Log Extends More Than 1/3 of Logs Total Length Beyond Supporting Structure	CFR 393.116(d)(1)	\$136
34) 46.37.490 – Insufficient Tiedowns for Shortwood Loaded Crosswise	CFR 393.116(d)(2)	\$136
35) 46.37.490 – Tiedowns Improperly Positioned On Load of Shortwood	CFR 393.116(d)(3)	\$136
36) 46.37.490 – No Center Stakes and/or High Log Not Secured on Shortwood Vehicles more than 10m (33 ft) long	CFR 393.116(d)(4)	\$136
37) 46.37.490 – Improper Securement of Shortwood Logs Loaded Lengthwise	CFR 393.116(e)	\$136
38) 46.37.490 – No/Improper Lumber/Building Materials Securement	CFR 393.118	\$136
39) 46.37.490 – Improper Placement of Bundles	CFR 393.118(b)	\$136
40) 46.37.490 – Insufficient Protection Against Lateral Movement of Lumber or Building Materials	CFR 393.118(d)	\$136
41) 46.37.490 – Insufficient or Improper Arrangement of Tiedowns For Lumber or Building Materials	CFR 393.118(d)(3)	\$136
42) 46.37.490 – No or Improper Securement of Metal Coils	CFR 393.120	\$136
43) 46.37.490 – Improper Securement of Metal Coils Transported Vertically	CFR 393.120(b)(1)	\$136
44) 46.37.490 – Improper Securement of Metal Coils Transported in Rows with the Eyes Vertical	CFR 393.120(b)(2)	\$136
45) 46.37.490 – Improper Securement of Metal Coils Transported with		

Eyes Crosswise	CFR 393.120(c)(1)	\$136
46) 46.37.490 – Prohibited Load Securement – Crossing Tie-downs In a X Pattern Through the Eye of a Metal Coil Transported Crosswise	CFR 393.120(c)(2)	\$136
47) 46.37.490 – Improper Securement of Metal Coil Transported with Eye Lengthwise	CFR 393.120(d)(1)	\$136
48) 46.37.490 – Improper Securement of Metal Coils Transported in Rows, Eyes Lengthwise to the Vehicle	CFR 393.120(d)(4)	\$136
49) 46.37.490 – No Protection Against Shifting or Tipping of Metal Coils Transported in Sided Vehicle or Intermodal Container Without Anchor Points	CFR 393.120(e)	\$136
50) 46.37.490 – No/Improper Securement of Paper Rolls	CFR 393.122	\$136
51) 46.37.490 – Improper Securement of Paper Rolls Transported With Eyes Vertical in a Sided Vehicle	CFR 393.122(b)	\$136
52) 46.37.490 – Improper Securement of Split Loads of Paper Rolls Transported with the Eyes Vertical in a Sided Vehicle	CFR 393.122(c)	\$136
53) 46.37.490 – Improper Securement of Stacked Loads of Paper Rolls Transported with the Eyes Vertical in a Sided Vehicle	CFR 393.122(d)	\$136
54) 46.37.490 – Improper Securement of Paper Rolls Transported With the Eyes Crosswise In a Sided Vehicle	CFR 393.122(e)	\$136
55) 46.37.490 – Securement of stacked loads of Paper Rolls Transported with Eyes Crosswise in a Sided Vehicle	CFR 393.122(f)	\$136
56) 46.37.490 – Securement of Paper Rolls Transported With Eyes Lengthwise in a Sided Vehicle	CFR 393.122(g)	\$136
57) 46.37.490 – Securement of Stacked Loads of Paper Rolls Transported with the Eyes Lengthwise in a Other than Container Chassis Vehicle	CFR 393.122(h)	\$136
58) 46.37.490 – Securement of paper Rolls Transported on a Flatbed Vehicle or in a Curtain-Sided Vehicle	CFR 393.122(i)	\$136
59) 46.37.490 – No or Improper Securement of Concrete Pipe	CFR 393.124	\$136
60) 46.37.490 – Insufficient Working Load Limits for Tiedowns on a Group of Concrete Pipes	CFR 393.124(b)	\$136
61) 46.37.490 – Improper Blocking of Concrete Pipe	CFR 393.124(c)	\$136
62) 46.37.490 – Improper Arrangement of Concrete Pipe	CFR 393.124(d)	\$136
63) 46.37.490 – Improper Securement of Concrete Pipe with an Inside		

	Diameter up to 45 inches (1143 mm)	CFR 393.124(e)	\$136
64)	46.37.490 – Improper Securement of Concrete Pipe with an Inside Diameter Greater than 45 inches	CFR 393.124(f)	\$136
65)	46.37.490 – Failure to Ensure Intermodal Container Securement	CFR 393.126	\$136
66)	46.37.490 – Damaged or Missing Tiedown or Securement device for Intermodal Containers Transported on Container Chassis Vehicle	CFR 393.126(b)	\$136
67)	46.37.490 – Lower Corners of Loaded Intermodal Container Not Resting on Surface of Transporting Vehicle (Non Container Chassis)	CFR 393.126(c)(1)	\$136
68)	46.37.490 – All Corners of Loaded Intermodal Container Not Secured When Transported on Vehicle other than Container Chassis Vehicle	CFR 393.126(c)(2)	\$136
69)	46.37.490 – Front and Rear of Loaded Intermodal Container Not Secured Independently When Transported On Vehicle Other Than Chassis Vehicle	CFR 393.126(c)(3)	\$136
70)	46.37.490 – Empty Intermodal Container Not Properly Positioned When Transported on Vehicle Other than Container Chassis Vehicle	CFR 393.126(d)(1)	\$136
71)	46.37.490 – Empty Intermodal Container With More Than 5 ft Overhang When Transported on Vehicle Other than Container Chassis Vehicle	CFR 393.126(d)(2)	\$136
72)	46.37.490 – Empty Intermodal Container Not Properly Secured to Prevent Shifting When Transported on Vehicle Sided Vehicle	CFR 393.126(d)(4)	\$136
73)	46.37.490 – No/Improper Securement of Vehicles	CFR 393.128	\$136
74)	46.37.490 – Vehicle Not Secured, Front and Rear	CFR 393.128(b)(1)	\$136
75)	46.37.490 – Tiedown(s) Not Affixed to Mounting Points	CFR 393.128(b)(2)	\$136
76)	46.37.490 – Tiedown(s) Not Over/Around Wheels	CFR 393.1218(b)(3)	\$136
77)	46.37.490 – No/Improper Heavy Vehicle/Machine Securement	CFR 393.130	\$136
78)	46.37.490 – Item Not Properly Prepared for Transport	CFR 393.130(b)	\$136
79)	46.37.490 – Improper Restraint/Securement of Item	CFR 393.130(c)	\$136
80)	46.37.490 – No/Improper Securement of Crushed Vehicles	CFR 393.132	\$136
81)	46.37.490 – Prohibited Use of Synthetic Webbing	CFR 393.132(b)	\$136
82)	46.37.490 – Insufficient Tiedowns Per Stack Cars	CFR 393.132(c)	\$136
83)	46.37.490 – Insufficient Means to Retain Loose Parts	CFR 393.132(c)(5)	\$136
84)	46.37.490 – No/Improper Securement of Roll/Hook Container	CFR 393.134	\$136
85)	46.37.490 – No Blocking Against Forward Movement	CFR 393.134(b)(1)	\$136
86)	46.37.490 – Container Not Secured to Front of Vehicle	CFR 393.134(b)(2)	\$136
87)	46.37.490 – Rear of Container Not Properly Secured	CFR 393.134(b)(3)	\$136

88) 46.37.490 – No/Improper Securement of Large Boulders	CFR 393.136	\$136
89) 46.37.490 – Improper Placement/Positioning for Boulder	CFR 393.136(b)	\$136
90) 46.37.490 – Use of Synthetic Webbing to Secure Boulder	CFR 393.136(c)(1)	\$136
91) 46.37.490 – Improper Secure: Cubic Boulder	CFR 393.136(d)	\$136
92) 46.37.490 – Improper Secure: Non-Cubic Boulder with Base	CFR 393.136(e)	\$136
93) 46.37.490 – Improper Secure: Non-Cubic Boulder Without Base	CFR 393.136(f)	\$136
 i. Marking Requirements		
1) 46.32.010.1 – Motor Carrier Identification Report (USDOT Required)	CFR 390.19	\$136
2) 46.32.010.1 – Marking of Commercial Motor Vehicles (Interstate)	CFR 390.21	\$136
3) 81.80.305 – Marking of Commercial Motor Vehicles (Intrastate)	CFR 390.21	\$1000
4) 46.32.080 – Department of Trans Number Violation		\$136
5) 46.32.080(4)(c) – Commercial Vehicle Not Marked as Prescribed.		\$136
 j. Miscellaneous CMV Equipment Violations		
1) 46.32.010.1 – Improper Battery Installation - No Cover	CFR 393.30	\$136
2) 46.37.380 – No or Inoperative Horn	CFR 393.81	\$136
3) 46.37.400 – No or Defective Mirrors	CFR 393.80	\$136
4) 46.37.500 – No Covers / Flaps or Splash Aprons		\$136
 k. Steering Violations		
1) 46.37.375 – Steering Wheel Not Secure/Broken	CFR 393.209(a)	\$136
2) 46.37.375 – Excessive Steering Wheel Lash	CFR 393.209(b)	\$136
3) 46.37.375 – Loose Steering Column	CFR 393.209(c)	\$136
4) 46.37.375 – Steering System Components Worn/Welded/Missing	CFR 393.209(d)	\$136
5) 46.37.375 – Power Steering Violations	CFR 393.209(e)	\$136
 l. Suspension Violations		
1) 46.37.369 – Axle Positioning Parts Defective/Missing	CFR 393.207(a)	\$136
2) 46.37.369 – Adjustable Axle Locking Pins Missing or Not Engaged	CFR 393.207(b)	\$136
3) 46.37.369 – Leaf Spring Assembly Defective/Missing	CFR 393.207(c)	\$136
4) 46.37.369 – Coil Spring Cracked and/or Broken	CFR 393.207(d)	\$136
5) 46.37.369 – Torsion Bar Cracked and/or Broken	CFR 393.207(e)	\$136
6) 46.37.369 – Air Suspension Pressure Loss	CFR 393.207(f)	\$136
7) 46.37.369 – No/Defective Air Suspension Exhaust Control	CFR 393.207(g)	\$136

m. Tire Violations

1) 46.37.425 – Flat Tire or Fabric Exposed	CFR 393.75(a)	\$136
2) 46.37.425 – Tire-Ply or Belt Material Exposed	CFR 393.75(a)(1)	\$136
3) 46.37.425 – Tire-Tread and/or Sidewall Separation	CFR 393.75(a)(2)	\$136
4) 46.37.425 – Tire-Flat and/or Audible Air Leak	CFR 393.75(a)(3)	\$136
5) 46.37.425 – Tire-Cut Exposing Ply and/or Belt Material	CFR 393.75(a)(4)	\$136
6) 46.37.425 – Steer Axle Tire Less Than 4/32" Tread Depth	CFR 393.75(b)	\$136
7) 46.37.425 – Steer Axle Tire Less Than 2/32" Tread Depth	CFR 393.75(c)	\$136
8) 46.37.425 – regrooved or Recapped Tire on Bus Steer Axle	CFR 393.75(d)	\$136
9) 46.37.425 – regrooved or Recapped Tire on Truck/Tractor Steer Axle	CFR 393.75(e)	\$136
10) 46.37.425 – Tire Load Weight Rating Violation/Under Inflated	CFR 393.75(f)	\$136
11) 46.37.425 – Under-Inflated Tire	CFR 393.75(h)	\$136
12) 46.37.425 – All Other General Tire Violations	CFR 396.3(a)(1)	\$136

n. Wheel Violations

1) 46.37.369 – Wheel/Rim Cracked or Broken	CFR 393.205(a)	\$136
2) 46.37.369 – Stud/Bolt Holes Elongated on Wheels	CFR 393.205(b)	\$136
3) 46.37.369 – Wheel Fasteners Loose and/or Missing	CFR 393.205(c)	\$136

o. Windshield

1) 46.32.010.1 – Each Bus and Truck Shall Be Equipped With a Windshield	CFR 393.60(b)	\$136
2) 46.32.010.1 – Damaged or Discolored Windshield	CFR 393.60(c)	\$136
3) 46.32.010.1 – Glazing Permits <70% of Light	CFR 393.60(d)	\$136
4) 46.32.010.1 – Windshield Wipers Inoperative/Defective	CFR 393.78	\$136
5) 46.32.010.1 – No Required Windshield Washer Fluid	CFR 393.78	\$136
6) 46.32.010.1 – Defroster/Defogger Inoperative	CFR 393.79	\$136

9. HAZARDOUS MATERIAL VIOLATIONS - 49 C.F.R. Parts 100 through 199

a. Cargo Tanks

1) 46.48.175 – Metal Certification Plate	CFR 178.340(1)(b)	\$500
2) 46.48.175 – Appurtenances	CFR 178.340(8)(a)	\$500
3) 46.48.175 – Rear End Protection	CFR 178.340(8)(b)	\$500
4) 46.48.175 – Overturn Protection	CFR 178.340(8)(c)	\$500
5) 46.48.175 – Shear Section	CFR 178.340(8)(d)(1)	\$500

- | | | |
|---|-----------------------|-------|
| 6) 46.48.175 – Piping Protection | CFR 178. 340(8)(d)(1) | \$500 |
| 7) 46.48.175 – Discharge Outlets Not Capped | CFR 178. 340(8)(d)(1) | \$500 |

b. Labeling

- | | | |
|---|-------------------|-------|
| 1) 46.48.175 – No Label on Package | CFR 172.400(a) | \$500 |
| 2) 46.48.175 – Placarding Violations | CFR 172.401 | \$500 |
| 3) 46.48.175 – Subsidiary Hazard labeling | CFR 172.402(a) | \$500 |
| 4) 46.48.175 – RAM Labeling Requirement | CFR 172.403(a) | \$500 |
| 5) 46.48.175 – Mixed Label Placement | CFR 172.404(a) | \$500 |
| 6) 46.48.175 – Placement Requirement | CFR 172.406(a)(1) | \$500 |
| 7) 46.48.175 – Multiple Label Placement | CFR 172.406(c) | \$500 |

c. Marking

- | | | |
|--|-------------------|-------|
| 1) 46.48.175 – No Shipping Name | CFR 172.203(d)(2) | \$500 |
| 2) 46.48.175 – Marking Obscured | CFR 172.304(a)(3) | \$500 |
| 3) 46.48.175 – Unauthorized Abbreviations | CFR 172.308(a) | \$500 |
| 4) 46.48.175 – No/Missing Package Orientation | CFR 172.312(a)(2) | \$500 |
| 5) 46.48.175 – Hazardous Substance | CFR 172.324 | \$500 |
| 6) 46.48.175 – Portable Tank: No Shipping Name | CFR 172.326(a) | \$500 |
| 7) 46.48.175 – Portable Tank: No Identification Number | CFR 172.326(a) | \$500 |
| 8) 46.48.175 – Portable Tank: No Owner's Name | CFR 172:326(b) | \$500 |
| 9) 46.48.175 – Cargo Tank: No Shipping Name/ID Number | CFR 172.328(a) | \$500 |
| 10) 46.48.175 – QT/NQT Marking | CFR 172.328(c) | \$500 |
| 11) 46.48.175 – Bulk Packaging: No ID Number | CFR 172.331 | \$500 |
| 12) 46.48.175 – ID Number Marking for (b) Panel (c) Placards | CFR 172.332 | \$500 |

d. MC 306

- | | | |
|---------------------------------|----------------------|-------|
| 1) 46.48.175 – Improper Manhole | CFR 178.341(3)(a) | \$500 |
| 2) 46.48.175 – Internal Valve | CFR 178.341(5)(a) | \$500 |
| 3) 46.48.175 – Fusible Link | CFR 178.341(3)(a)(1) | \$500 |
| 4) 46.48.175 – Remote Shutoff | CFR 178.341(5)(a)(2) | \$500 |
| 5) 46.48.175 – Shear Protection | CFR 178.341(8)(d)(1) | \$500 |

e. MC 307

1) 46.48.175 – Leaky Closure	CFR 178.342(3)	\$500
2) 46.48.175 – Internal Valve	CFR 178.342(5)(a)	\$500
3) 46.48.175 – Fusible Link	CFR 178.342(5)(a)(1)	\$500
4) 46.48.175 – Remote Shutoff	CFR 178.342(5)(a)(2)	\$500
f. MC 312		
1) 46.48.175 – Manhole Closures	CFR 178.343(3)	\$500
2) 46.48.175 – Internal Valve/Top Outlet	CFR 178.343(5)(a)	\$500
3) 46.48.175 – Bottom Valve Piping Protection	CFR 178.343(5)(b)(1)	\$500
g. MC 331		
1) 46.48.175 – Fitting Protection	CFR 178.337(10)(a)	\$500
2) 46.48.175 – Rear End Protection	CFR 178.337(10)(d)	\$500
3) 46.48.175 – Internal Valve	CFR 178.337(11)(a)(2)	\$500
4) 46.48.175 – Remote Control > 3500 Capacity	CFR 178.337(1)(a)(2)(i)	\$500
5) 46.48.175 – Remote Control < 3500 Capacity	CFR 178.337(1)(a)(2)(ii)	\$500
6) 46.48.175 – Metal Identification Plate	CFR 178.337(17)(a)	\$500
7) 46.48.175 – Marking Inlets/Outlets	CFR 178.337(9)(c)	\$500
h. MC 338		
1) 46.48.175 – Fitting Protection	CFR 178.338(10)(a)	\$500
2) 46.48.175 – Rear End Protection	CFR 178.338(10)(c)	\$500
3) 46.48.175 – Manual Shutoff Valve	CFR 178.338(11)(b)	\$500
4) 46.48.175 – Fusible Control > 3500 Capacity	CFR 178.338(11)(c)(1)	\$500
5) 46.48.175 – Fusible Control < 3500 Capacity	CFR 178.338(11)(c)(2)	\$500
6) 46.48.175 – Shear Protection	CFR 178.338(12)	\$500
7) 46.48.175 – Name Plate	CFR 178.338(18)	\$500
i. Packaging		
1) 46.48.175 – Non-Specific Package Requirement	CFR 172.24(b)	\$500
2) 46.48.175 – Reuse of Packaging	CFR 172.28(a)	\$500
3) 46.48.175 – Empty (MT) Packages	CFR 172.29(a)	\$500
4) 46.48.175 – IM Portable Tank Testing	CFR 172.32(a)	\$500
5) 46.48.175 – Unauthorized Cargo Tank	CFR 172.33(a)	\$500

6)	46.48.175 – Unlawful Cargo Tank Holding	CFR 172.33(b)	\$500
7)	46.48.175 – Cylinder Violations	CFR 172.34(e)	\$500
j. Placarding Requirements for the Transportation of Hazardous Material – 49 CFR 172			
1)	46.48.175 – Prohibited Placarding	CFR 172.502(a)(1)	\$500
2)	46.48.175 – Sign or Device Could be Confused with HM Placard	CFR 172.502(a)(2)	\$500
3)	46.48.175 – Vehicle Not Placarded as Required	CFR 172.504(a)	\$500
4)	46.48.175 – Dangerous Placard Violation	CFR 172.504(b)	\$500
5)	46.48.175 – No Placard for Poison Inhalation Hazard	CFR 172.505(a)	\$500
6)	46.48.175 – Not Placarded for RAM and Corrosive When Required	CFR 172.505(b)	\$500
7)	46.48.175 – No Placard for Subsidiary DANGEROUS WHEN WET	CFR 172.505(c)	\$500
8)	46.48.175 – Failed to Provide Placards Shipper	CFR 172.506(a)	\$500
9)	46.48.175 – Placards Not Affixed to Vehicle	CFR 172.506(a)(1)	\$500
10)	46.48.175 – Not Placarded for RAM Highway Route	CFR 172.507	\$500
11)	46.48.175 – Freight Container Not Placarded	CFR 172.512(a)	\$500
12)	46.48.175 – Bulk Package Offered Without Placard	CFR 172.514(a)	\$500
13)	46.48.175 – Bulk Package with Residue of HM Not Placarded	CFR 172.514(b)	\$500
14)	46.48.175 – Placard Not Visible from Direction it Faces	CFR 172.516(a)	\$500
15)	46.48.175 – Placard Not Securely Affixed or Attached	CFR 172.516(c)(1)	\$500
16)	46.48.175 – Placard Not Clear of Appurtenance	CFR 172.516(c)(2)	\$500
17)	46.48.175 – Placard Improper Location	CFR 172.516(c)(4)	\$500
18)	46.48.175 – Placard Not Reading Horizontally	CFR 172.516(c)(5)	\$500
19)	46.48.175 – Placard Damaged, Deteriorated or Obscured	CFR 172.516(c)(6)	\$500
20)	46.48.175 – Placard Not on Contrasting Background or Border	CFR 172.516(c)(7)	\$500
21)	46.48.175 – Placard Does Not Meet Specifications	CFR 172.519	\$500
22)	46.48.175 – No Placards and/or Markings When Required	CFR 177.823(a)	\$500
k. Shipping Papers for the Transportation of Hazardous Material – 49 CFR 172			
1)	46.48.175 – No Shipping Paper Provided or Offered	CFR 172.200(a)	\$500
2)	46.48.175 – Hazmat Not Distinguished From Non-Hazmat	CFR 172.201(a)(1)	\$500
3)	46.48.174 – Hazmat Not Printed Legibly in English	CFR 172.201(a)(2)	\$500
4)	46.48.175 – Hazmat Description Contains Abbreviation or Code	CFR 172.201(a)(3)	\$500
5)	46.48.175 – Additional Information Not After Hazardous Materials	CFR 172.201(a)(4)	\$500
6)	46.48.175 – Failure to List Page Number of Pages	CFR 172.201(c)	\$500
7)	46.48.175 – Emergency Response Phone Number Not Listed	CFR 172.201(d)	\$500
8)	46.48.175 – Improper Shipping Name	CFR 172.202(a)(1)	\$500
9)	46.48.175 – Improper Hazard Class	CFR 172.202(a)(2)	\$500
10)	46.48.175 – Wrong or No ID Number	CFR 172.202(a)(3)	\$500

11) 46.48.175 – No Packing Group Listed	CFR 172.202(a)(4)	\$500
12) 46.48.175 – Total Quantity Not Listed	CFR 172.202(a)(5)	\$500
13) 46.48.175 – Basic Description Not In Proper Sequence	CFR 172.202(b)	\$500
14) 46.48.175 – Total Quantity Improper Location	CFR 172.202(c)	\$500
15) 46.48.175 – Non Hazardous Material Entered With Class or ID #	CFR 172.202(e)	\$500

I. General Requirements For Shipments And Packagings – 49 CFR 173-177

1) 46.48.175 – Exemption Number Not Listed	CFR 173.203(a)	\$500
2) 46.48.175 – Limited Quantity Not Shown	CFR 173.203(b)	\$500
3) 46.48.175 – Hazardous Substance Entry Missing	CFR 173.203(c)(1)	\$500
4) 46.48.175 – RQ Not On Shipping Paper	CFR 173.203(c)(2)	\$500
5) 46.48.175 – No QT / NQT for Anhydrous Ammonia	CFR 173.203 (h)(1)	\$500
6) 46.48.175 – No Notation for QT / NQT for Liquefied Petroleum Gas	CFR 173.203 (h)(2)	\$500
7) 46.48.175 – No Technical Name for “nos” Entry	CFR 173.203 (k)	\$500
8) 46.48.175 – No Poison Inhalation Hazard and/or Hazard Zone	CFR 173.203 (m)	\$500
9) 46.48.175 – No “hot” on Shipping Paper	CFR 173.203 (n)	\$500
10) 46.48.175 – No Temperature Controls Noted for Class 4.1 or 5.2	CFR 173.203 (o)	\$500
11) 46.48.175 – Hazardous Waste Manifest Not as Required	CFR 173.205	\$500
12) 46.48.175 – No Instructions for Exclusive Use Packaging: Low Specific Activity (LSA)	CFR 173.427(a)(6)(iv)	\$500
13) 46.48.175 – Exclusive Use Low Specific Activity (LSA) Radioactive Material Not Marked “Radioactive-LSA”	CFR 173. 427(a)(6)(iv)	\$500
14) 46.48.175 – Failure to Provide Exclusive Use Instructions to Carrier	CFR 173.441(c)	\$500
15) 46.48.175 – No Shipping Papers (Carrier)	CFR 177.817(a)	\$500
16) 46.48.175 – Shipper Certification Missing (When Required)	CFR 177.817(b)	\$500
17) 46.48.175 – Shipping Paper Accessibility	CFR 177.817(e)	\$500

m. Transportation of Hazardous Materials – 49 CFR 177

1) 46.48.175 – No Shipping Papers	CFR 177.817(a)	\$500
2) 46.48.175 – Shipping Paper Accessibility	CFR 177.817(e)	\$500
3) 46.48.175 – Improper/No Placard/Marking	CFR 177.817(a)	\$500
4) 46.48.175 – Hazmat Packages Not Secured	CFR 177.817(a)	\$500
5) 46.48.175 – Fail To Prevent Relative	CFR 177.817(a)	\$500
6) 46.48.175 – Manholes/Values Not Closed or Leak Free	CFR 177.817(a)	\$500
7) 46.48.175 – Poison/Foodstuff Violation	CFR 177.817(a)	\$500
8) 46.48.175 – Segregation, Load Combination	CFR 177.817(a)	\$500

B. The following parts of Title 49 Code of Federal Regulations (C.F.R.), as set forth in WAC 446-65-010, are hereby adopted by reference as if fully set forth herein:

1. "Transportation Requirements"

- a. Part 40 Procedures for transportation workplace drug and alcohol testing programs.
- b. Part 325 Compliance with interstate motor carrier noise emission standards.
- c. Part 350 Commercial motor carrier safety assistance program.
- d. Part 355 Compatibility of state laws and regulations affecting interstate motor carrier operations.
- e. Part 365 Rules governing applications for operating authority.
- f. Part 367 Standards for registration with states.
- g. Part 372 Exemptions, commercial zones and terminal areas.
- h. Part 373 Receipts and bills.
- i. Part 376 Lease and interchange of vehicles.
- j. Part 379 Preservation of records.
- k. Part 380 Special training requirements.
- l. Part 381 Waivers, exemptions, and pilot programs.
- m. Part 382 Controlled substances and alcohol use and testing.
- n. Part 383 Compliance with commercial driver's license program.
- o. Part 385 Safety fitness procedures.
- p. Part 387 Minimum levels of financial responsibility for motor carriers.
- q. Part 390 General.
- r. Part 391 Qualification of drivers. Provided that 49 C.F.R. 391 subpart D (Tests), and E (Physical Qualifications and Examinations) do not apply to motor carriers operating vehicles with gross vehicle weight rating between 10,001 lbs. and 26,000 lbs. operating intrastate, and not used to transport hazardous materials in a quantity requiring placarding.
- s. Part 392 Driving of motor vehicles.
- t. Part 393 Parts and accessories necessary for safe operation.
- u. Part 395 Hours of service of drivers: Except if a company has drivers of commercial motor vehicle of any size, hauling logs from the point of production or driving in dump truck operations in intrastate commerce provided that:
 - 1) The driver must:
 - a) Operate within a one hundred air-mile radius of the location where the driver reports to work and the driver must return to the work reporting location at the end of each duty tour;
 - b) Have at least ten consecutive hours off duty separating each on-duty period;
 - c) Not drive:
 - i. More than twelve hours following at least ten hours off duty; or
 - ii. After the fourteenth hour after coming on duty on at least five days of any period of seven consecutive days; and
 - iii. After the sixteenth hour after coming on duty on no more than two days of any period of seven consecutive days; and
 - iv. After having been on duty for eighty hours in seven consecutive days if the employing motor carrier does not operate commercial motor vehicle every day of the week; or

- v. After having been on duty for ninety hours in eight consecutive days if the employing motor carrier operates commercial motor vehicle every day of the week; in any period of seven or eight consecutive days may end with the beginning of any off-duty period of twenty-four or more consecutive hours.
 - 2) The motor carrier that employs the driver must maintain and retain for a period of twelve months accurate and true time recordings showing:
 - a) The time the driver reports for duty each day;
 - b) The total number of hours the driver is on duty each day;
 - c) The total number of hours the driver drives each day;
 - d) The time the driver is released from duty each day; and
 - e) The total time the driver is driving and on duty for the preceding seven days.
 - v. Part 396 Inspection, repair, and maintenance.
 - w. Part 397 Transportation of hazardous materials; driving and parking rules.
- 2. As provided in Part 395, exemption for agricultural transporters, the harvest dates are defined as starting February 1 and ending November 30 of each year.
- 3. Links to the C.F.Rs. are available on the Washington state patrol web site at www.wsp.wa.gov. Copies of the C.F.Rs. may also be ordered through the United States Government Printing Office, 732 N. Capitol Street N.W., Washington, D.C. 20401.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

05/16/2022

Date Rec'd

5/4/2022

Clerk's File #

ORD C36211

Renews #**Cross Ref #**

ORD C36190

Submitting Dept

HOUSING & HUMAN SERVICES

Contact Name/Phone

JENN CERCEDES 6055

Project #**Contact E-Mail**

JCERCEDES@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

1680- INTERIM ZONING ORDINANCE RE INDOOR SHELTERS IN HI ZONE

Agenda Wording

Zoning Ordinance to allow for an emergency shelter in a heavy industrial zone to allow for available space to be used. This would be a temporary ordinance to allow securing a site for a temporary shelter.

Summary (Background)

City Council and Administration have been searching for a location for a temporary shelter that has specific location parameters. Based on these parameters most locations that meet the specifications and are available are located in commercial and industrial zones. The interim zoning ordinance will allow available space to be used for a temporary shelter.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

CERCEDES, JENNIFER

Study Session\Other

UE 4/11/22

Division Director

CERCEDES, JENNIFER

Council Sponsor

CP Beggs/CM Bingle

Finance

MURRAY, MICHELLE

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Committee Agenda Sheet

Urban Experience

Submitting Department	NHHS/CHHS
Contact Name & Phone	Eric Finch 6455 and Jenn Cerecedes 6055
Contact Email	efinch@spokanecity.org and jcerecedes@spokanecity.org
Council Sponsor(s)	CP Beggs and CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	An interim zoning ordinance concerning the siting of indoor shelters for vulnerable and homeless individuals and families; amending SMC 17C.130.100 on an interim basis; and setting a public hearing
Summary (Background)	An interim zoning ordinance concerning the siting of indoor emergency shelters; amending SMC 17C.130.100 on an interim basis; setting a public hearing; and establishing a work program. City Council has previously found that centers for the protection of vulnerable and homeless individuals and families during inclement weather is vital, whether due to extreme cold, extreme heat, poor air quality conditions, severe storms, or other types of civil emergencies, and has further determined that providing protection to Spokane residents from extreme heat, cold and unsafe air is an essential government function. Indoor emergency shelters are not currently allowed in the City's heavy industrial zones and for various reasons are extremely challenging to site in the City's other zones. City staff believes that, if conditioned appropriately, such indoor emergency shelters can be safely located in the City's heavy industrial zones. City staff further believes action is needed to be taken immediately to allow placement of indoor emergency shelters in the City's heavy industrial zones in order to avoid an imminent threat to public health and safety, and to prevent imminent danger to public and private property. This interim zoning ordinance shall be in effect until November 25, 2022 unless extended or cancelled at the public hearing described in Section 4 of the Ordinance. It is anticipated that while this interim zoning ordinance is in effect the city will evaluate whether to make these measures permanent pursuant to the public notice and participation process set forth in Chapter 17G.025 of the Spokane Municipal Code.
Proposed Council Action & Date:	Approve Interim Zoning Ordinance change May 9 th , 2022
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: NA Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	

No impacts seen.

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 are no effects seen.

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

Ongoing monitoring related to the interim zoning use is on a case-by-case basis and will be reported as required.

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 interim zoning ordinance is to facilitate the use of certain industrial zoned areas for other uses to meet emergency shelter and environmental shelter needs as defined in SMC 18.05.020.

ORDINANCE NO. C36211

An interim zoning ordinance concerning the siting of indoor shelters for vulnerable and homeless individuals and families; amending SMC 17C.130.100 on an interim basis; and setting a public hearing.

WHEREAS, pursuant to SMC 18.05.010, the City Council has previously found that centers for the protection of vulnerable and homeless individuals and families during inclement weather is vital, whether due to extreme cold, extreme heat, poor air quality conditions, severe storms, or other types of civil emergencies, and has further determined that providing protection to Spokane residents from extreme heat, cold and unsafe air is an essential government function;

WHEREAS, pursuant to RCW 35.21.683, effective as of September 21, 2021, cities are not allowed to prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed;

WHEREAS, indoor emergency shelters are not currently allowed in the City's heavy industrial zones and for various reasons are extremely challenging to site in the City's other zones;

WHEREAS, the City Council finds that many existing buildings that are otherwise suitable for providing indoor emergency shelters are located in the City's heavy industrial zones;

WHEREAS, the City Council finds that, if conditioned appropriately, such indoor emergency shelters can be safely located in the City's heavy industrial zones;

WHEREAS, sections 35.63.200 and 36.70A.390 of the Revised Code of Washington authorize cities to enact moratoriums, interim zoning maps, interim zoning ordinances, and/or interim official controls without holding a public hearing (*see also Matson v. Clark County Board of Commissioners*, 79 Wash.App. 641, 904 P.2d 317 (1995)); and

WHEREAS, pursuant to RCW 35.63.200 and 36.70A.390, when the City Council adopts an interim zoning ordinance without holding a public hearing on the proposal, it must hold a hearing on the adopted interim zoning ordinance within at least sixty (60) days of its adoption; and

WHEREAS, the City intends to implement the interim zoning ordinance contained in this ordinance and which amends SMC 17C.130.100; and

WHEREAS, the City also intends to conduct a work program during the pendency of this interim zoning ordinance, to enable the City Council to hear feedback from the public and interested stakeholders concerning a possible permanent amendment to the City's zoning regulations to allow the location of indoor emergency shelters in the City's heavy industrial zones; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act ("SEPA") because action needs to be taken immediately to allow placement of indoor emergency shelters in the City's heavy industrial zones in order to avoid an imminent threat to public health and safety, and to prevent imminent danger to public and private property; and

WHEREAS, the City Council adopts the foregoing as its findings of fact justifying its adoption of this ordinance and documenting the existence of an emergency; and

WHEREAS, the City Council finds that this interim zoning ordinance is necessary for the immediate preservation of the public peace, health, or safety and for the immediate support of City government and its existing public institutions.

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

Section 1. Interim Zoning Ordinance Adopted. An interim zoning ordinance is adopted as specified in Section 6 of this ordinance.

Section 2. Purpose. The purpose of this interim zoning ordinance is to allow the siting of indoor emergency shelters in the City's heavy industrial zones, subject to appropriate conditions as specified.

Section 3. Duration of Interim Zoning Ordinance. This interim zoning ordinance shall be in effect until **November 25, 2022** unless extended or cancelled at the public hearing described in Section 4 of this Ordinance. It is anticipated that while this interim zoning ordinance is in effect the city will evaluate whether to make these measures permanent pursuant to the public notice and participation process set forth in Chapter 17G.025 of the Spokane Municipal Code.

Section 4. Public Hearing. Pursuant to RCW 35.63.200 and 36.70A.390, the City Council shall hold a public hearing on this interim zoning ordinance on **July 25, 2022**. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this interim zoning ordinance, and either extend it for an additional six-month period beyond **November 25, 2022**, or cancel it.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent

jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 6. That section 17C.130.100 of the Spokane Municipal Code is amended on an interim basis to read as follows:

[Section 17C.130.100](#) Industrial Zones Primary Uses

A. Permitted Uses (P).

Uses permitted in the industrial zones are listed in Table 17C.130-1 with a “P.” These uses are allowed if they comply with the development standards and other standards of this chapter.

B. Limited Uses (L).

Uses allowed that are subject to limitations are listed in Table 17C.130-1 with an “L.” These uses are allowed if they comply with the limitations as listed in the footnotes following the table and the development standards and other standards of this chapter. In addition, a use or development listed in Part 3 of this division, Special Use Standards, is also subject to the standards of those chapters.

C. Conditional Uses (CU).

Uses that are allowed if approved through the conditional use review process are listed in Table 17C.130-1 with a “CU.” These uses are allowed provided they comply with the conditional use approval criteria for that use, the development standards, and other standards of this chapter. Uses listed with a “CU” that also have a footnote number in the table are subject to the standards cited in the footnote. In addition, a use or development listed in Part 3 of this division, Special Use Standards, is also subject to the standards of those chapters. The conditional use review process and approval criteria are stated in [chapter 17C.320 SMC](#), Conditional Uses.

D. Uses Not Permitted (N).

Uses listed in Table 17C.130-1 with an “N” are not permitted.

Existing uses in categories listed as not permitted may be subject to the standards of [chapter 17C.210 SMC](#), Nonconforming Situations.

Table 17C.130-1 Industrial Zones Primary Uses			
Use is: P – Permitted; N – Not Permitted; L – Allowed, but with Special Limitations; CU – Conditional Use Review Required	LI Zone (Light Industrial)	HI Zone (Heavy Industrial)	PI Zone (Planned Industrial)
Residential Categories			
Group Living	L[1]	N	L[3]
Residential Household Living	L[2]	L[2]	L[3]
Commercial Categories			
Adult Business	L[4]	N	N
Commercial Outdoor Recreation	P	P	CU
Commercial Parking	P	P	P
Drive-through Facility	P	P	P
Major Event Entertainment	CU	CU	CU
Office	P	P	P

Quick Vehicle Servicing	P	P	P
Retail Sales and Service	L/CU[5]	L/CU[6]	L[7]
Mini-storage Facilities	L[8]	L[8]	L[8]
Vehicle Repair	P	P	P
Mobile Food Vending	L[12]	L[12]	L[12]
Industrial Categories			
High Impact Use	L[9]	L[9]	N
Industrial Service	P	P	P
Manufacturing and Production	P	P	P
Railroad Yards	CU	P	P
Warehouse and Freight Movement	P	P	P
Waste-related	CU	CU	CU
Wholesale Sales	P	P	P
Institutional Categories			
Basic Utilities	P	P	P
Colleges	P	N	L[10]
Community Service	P	P	P

Daycare	P	CU	L[10]
Medical Centers	P	N	L[10]
Parks and Open Areas	P	CU	P
Religious Institutions	P	N	N
Schools	P	N	L[10]
Other Categories			
Agriculture	P	P	P
Aviation and Surface Passenger Terminals	P	P	P
Detention Facilities	CU	CU	CU
Essential Public Facilities	CU	CU	CU
Mining	CU	CU	CU
Rail Lines and Utility Corridors	P	P	P
Notes: <ul style="list-style-type: none"> • The use categories are described in chapter 17C.190 SMC. • Standards that correspond to the bracketed numbers [] are specified in SMC 17C.130.110. • Specific uses and developments may be subject to the standards in Part 3 of this division, Special Use Standards. • Standards applicable to conditional uses are stated in chapter 17C.320 SMC. 			

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date