

## 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 July 18, 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 July 18, 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: 2491 102 7327; 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, July 18, 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.<sup>1</sup>

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



# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JULY 18, 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)**

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## **EXECUTIVE SESSION**

**(Closed Session of Council)**

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

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## **LEGISLATIVE SESSION**

**(6:00 P.M.)**

**(Council Reconvenes in Council Chamber)**

**PLEDGE OF ALLEGIANCE**

**WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS**

**ROLL CALL OF COUNCIL**

**COUNCIL AND COMMITTEE REPORTS**

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

**PROCLAMATIONS AND SALUTATIONS**

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

**ANNOUNCEMENTS**

**(Announcements Regarding Adjustments to the City Council Agenda)**

## BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

### APPOINTMENTS

### RECOMMENDATION

West Quadrant Tax Increment Financing Neighborhood  
Project Advisory Committee: One Appointment

Approve

CPR 2007-0039

## ADMINISTRATIVE REPORTS

# CONSENT AGENDA

### REPORTS, CONTRACTS AND CLAIMS

### RECOMMENDATION

1. Second and final renewal with Two Rivers Terminal, LLC (Pasco, WA) to supply approximately 130,000 gallons of liquid sodium bisulfite to the Riverside Park Water Reclamation Facility at \$2.58 per gallon from August 15, 2022 to August 14, 2023—annual estimated cost \$335,400. (Council Sponsor: Council Member Kinneary)  
**Mike Cannon**  
Approve OPR 2018-0455  
BID 4471-18
2. Final renewal with Olin Corporation (Tracy, CA) to supply liquid sodium hypochlorite to the Riverside Park Water Reclamation Facility at a cost of \$2.59 per gallon with a tentative start date of August 1, 2022 through July 31, 2023—estimated annual cost of \$564,620 (plus applicable tax). (Council Sponsor: Council Member Kinneary)  
**Mike Cannon**  
Approve OPR 2018-0410  
BID 4455-18
3. Biosolids Disposal Awards, for disposal of cleaned and stabilized biosolids created from the wastewater treatment process at the Riverside Park Water Reclamation Facility, with:
  - a. Barr-Tech, LLC (primary)—not to exceed \$295,000. OPR 2022-0526
  - b. Boulder Park, Inc. (secondary)—not to exceed \$5,000. OPR 2022-0527
 (Council Sponsor: Council Member Kinneary)  
**Mike Cannon**
4. Public Works Agreement with Power City Electric, Inc. (Spokane) for installation of a new water pump at the pumping gallery at the Riverside Park Water Reclamation Facility from July 1, 2022 through Approve OPR 2022-0528  
IPWQ 5653-22

December 31, 2022—\$270,865 (incl. tax). (Council Sponsor: Council Member Kinneer)

**Mike Cannon**

- |                     |  |                                    |                              |
|---------------------|--|------------------------------------|------------------------------|
| 5.                  | Public Works Agreement with McKinstry Co., LLC (Spokane) to maintain, upgrade, and repair occupied and non-occupied HVAC systems at the Riverside Park Water Reclamation Facility from July 1, 2022 through December 31, 2022—\$139,860 (plus tax, if applicable). (Council Sponsor: Council Member Kinneer) | Approve                            | OPR 2022-0529                |
| <b>Mike Cannon</b>  |  |                                    |                              |
| 6.                  | Three-year Lease Agreement with Brothers Brewing, LLC (Spokane) for the plaza above CSO 24-1 at 10 South Adams, with options for two one-year renewals. (Council Sponsor: Council Member Kinneer)  | Approve                            | OPR 2022-0530                |
| <b>Mike Lowden</b>  |  |                                    |                              |
| 7.                  | Accept funding from the Washington Association of Sheriffs and Police Chiefs for the Fiscal Year 2022-2023 Sexual Assault Kit Initiative Grant Program—\$173,000 Grant Revenue. (Relates to Special Budget Ordinance C36236) (Council Sponsors: Council President Beggs and Council Member Cathcart)         | Approve                            | OPR 2022-0531                |
| <b>Mike McNab</b>   |  |                                    |                              |
| 8.                  | Budget Amendment with Catholic Charities of Spokane to increase funding from the Emergency Solutions Grant provided by the Department of Housing and Urban Development for House of Charity Emergency Shelter—\$481,652. Total Contract Amount: \$1,033,610. (Council Sponsor: Council Member Kinneer)       | Approve                            | OPR 2020-0061                |
| <b>Heather Page</b> |  |                                    |                              |
| 9.                  | Low Bid of <u>(to be determined at bid opening to be held on July 11, 2022) (City, ST)</u> for 2022 Residential Chip Seal Project—\$_____. An administrative reserve of \$_____, which is 10% of the contract price, will be set aside. (Various Neighborhoods) (Council Sponsor: Council Member Kinneer)    | Approve                            | OPR 2022-0532<br>ENG 2022043 |
| <b>Dan Buller</b>   |  |                                    |                              |
| 10.                 | 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 &<br>Authorize<br>Payments | CPR 2022-0002                |
| 11.                 | City Council Meeting Minutes: _____, 2022.   | Approve<br>All                     | CPR 2022-0013                |

#### ACTION ON CONSENT AGENDA

# LEGISLATIVE AGENDA

## SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

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

ORD C36234

Public Safety & Judicial Grant Fund

1) Increase the appropriation by \$283,000.

A. Of the increased appropriation, \$70,000 is provided solely for replacing aging flooring and carpeting at the Police Academy facility.

B. Of the increased appropriation, \$150,000 is provided solely for upgrading and installing a new target turning system at the firing range.

C. Of the increased appropriation, \$60,000 is provided solely for replacing and upgrading AV equipment used in classrooms.

D. Of the increased appropriation, \$3,000 is provided solely for additional training courses.

E. The increased appropriation is funded from the balance in the Public Safety & Judicial Grant Fund unappropriated reserves portion of the state distribution to assist with one-time costs related to law enforcement and criminal justice related legislation.

(This action arises from the need to update training facilities and equipment.) (Council Sponsors: Council Members Kinnear and Cathcart)

**Jacqui MacConnell**

ORD C36235

Police Fund

1) Increase revenue by \$26,676.

A) \$26,676 of the increased revenue is from the Washington State Criminal Justice Training Commission for hosting Basic Law Enforcement Academy (BLEA) sessions.

2) Increase the appropriation by \$26,676.

A) Of the increased appropriation, approximately \$9,000 is provided solely for replacing the aging flooring in the BLEA classroom.

B) Of the increased appropriation, approximately \$17,676 is provided solely for updating additional training equipment used by BLEA students.

(This action arises from the need to update training facilities and equipment.) (Council Sponsors: Council Members Kinnear and Cathcart)

**Jacqui MacConnell**

- ORD C36236**      **Public Safety & Judicial Grant Fund**
- 1) Increase revenue by \$173,000.
    - A) \$173,000 of the increased revenue is from a Washington Association of Sheriffs and Police Chiefs grant award.
  - 2) Increase the appropriation by \$173,000.
    - A) Of the increased appropriation, \$125,000 is provided solely for officer overtime salaries and benefits.
    - B) Of the increased appropriation, \$10,000 is provided solely for training and travel.
    - C) Of the increased appropriation, \$10,000 is provided solely for professional services.
    - D) Of the increased appropriation, \$28,000 is provided solely for victim advocacy contractual services.

(This action arises from the need to reflect newly award grant funds to be used to work sexual assault cases.) (Relates to Consent Agenda Item No. 7) (Council Sponsors: Council President Beggs and Council Member Cathcart)

**Mike McNab**

- ORD C36237**      **Public Safety & Judicial Grant Fund**
- 1) Increase appropriations by \$192,000
    - A) Of the increased appropriations; \$150,000 of the increase is to be used to purchase a cargo truck to be used for transporting and repairing TAC team equipment
    - B) \$42,000 to be used to purchase an enclosed trailer that will be used to transport and store equipment
  - 2) The increased appropriation is funded from unappropriated reserves in the Public Safety & Judicial Grant Fund
    - A) Distribution from the state to assist with one-time costs related to law enforcement and criminal justice related legislation.

(This action arises from the need to procure necessary equipment used by the SPD Bike Unit.) (Council Sponsors: Council Members Kinnear and Cathcart)

**Dave Overhoff**

- ORD C36238**      **Internal Service Fund**
- 1) Decrease the salary and benefit appropriations for two vacant Continuous Improvement Analyst positions in the Office of Performance Management by \$70,000.
  - 2) Increase the appropriation for contractual services by \$70,000.
  - 3) There is no change to the overall appropriation level in the Internal Service Fund.

(This action arises from the need for additional contractual support for the launch of the eSupervision, eProsecutor, and eDefender systems in September 2022.) (Council Sponsors: Council Members Kinnear and Stratton)

**Dusty Frederickson**



**EMERGENCY ORDINANCE**(Requires Five Affirmative, Recorded Roll Call Votes)

- ORD C36239 Determining the process and criteria for siting essential City facilities; amending section 12.05.005; and enacting new sections 12.05.062 and 12.05.063 of the Spokane Municipal Code; and declaring an emergency. (Council Sponsors: Council President Beggs and Council Member Wilkerson)  
**Council President Beggs**

**RESOLUTIONS & FINAL READING ORDINANCES**(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2022-0062 Providing for assessment segregation for Liberty Avenue from Oak  
ENG 2012066 Street to Ash Place. (Council Sponsors: Council Members Kinnear and Stratton)  
**Dan Buller**
- RES 2022-0063 Setting Hearing before City Council for August 22, 2022, for the vacation of portions of Boy Scout Way and Gardner Avenue between Washington Street and Howard Street, as requested by the Spokane Public Facilities District. (Council Sponsors: Council Members Zappone and Stratton)  
**Eldon Brown**
- RES 2022-0064 Updating the Economic Development Strategy to target the City's staff and incentive resources to the most distressed census tracts, building upon past work and striving for further alignment with capital infrastructure plans, community development, current community needs, neighborhood planning and incentives policies, and clarifying the City's roll in economic development within the Spokane Targeted Investment Area (as defined in Attachments A and B). (Council Sponsors: Council Members Wilkerson and Cathcart)  
**Teri Stripes**
- RES 2022-0065 Resolution and Administrative Policy aligning changes in the Projects of Citywide Significance incentive to focus on the Spokane Targeted Investment Area established in the Economic Development Strategy Resolution 2022-0064, and increasing its flexibility in meeting current community needs, making the award of the incentive more transparent, and not limiting its use to only large multi-million-dollar projects. (Council Sponsors: Council Members Wilkerson and Cathcart)  
**Teri Stripes**
- RES 2022-0066 Requesting City Administration to enter into negotiations with the owner of 4320 E. Trent Avenue for the City's purchase of the building. (Council Sponsors: Council President Beggs and Council Member Wilkerson)  
**Council President Beggs**
- ORD C36223 Relating to parking municipal codes amending SMC sections 16A.04.100, 16A.05.060, 16A.05.460, 16A.06.010; repealing SMC sections 16A.06.030, 16A.06.040, 16A.06.050; and adding new section 16A.06.080,

16A.06.090 to chapter 16A.06 of the Spokane Municipal Code and setting an effective date. (Deferred from June 27, 2022, Agenda) (Council Sponsors: Council Members Stratton and Kinnear)

**Luis Garcia**

ORD C36232

(To be considered under Hearings Item H1.b.)

## NO FIRST READING ORDINANCES

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## NO SPECIAL CONSIDERATIONS

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### HEARINGS

#### RECOMMENDATION

- |     |   |                                |            |
|-----|---|--------------------------------|------------|
| H1. | a. Hearing on Interim Zoning Ordinance C36232 concerning permitting and encouraging construction of attached homes, duplexes, triplexes, and fourplexes in more residential zoning districts; encouraging construction of multi-family housing in center and corridor zoning districts; adopting a new Chapter 17C.400 SMC, Interim Housing Regulations Adopted to Implement RCW 36.70A.600(1); setting a public hearing (for September 12, 2022); and establishing a work program. | Hold<br>Hearing                |            |
|     | b. Interim Zoning Ordinance concerning permitting and encouraging construction of attached homes, duplexes, triplexes, and fourplexes in more residential zoning districts; encouraging construction of multi-family housing in center and corridor zoning districts; adopting a new Chapter 17C.400 SMC, Interim Housing Regulations Adopted to Implement RCW 36.70A.600(1); setting a public hearing (for September 12, 2022); and establishing a work program.                   | Pass Upon<br>Roll Call<br>Vote | ORD C36232 |
- (Council Sponsors: Council Members Cathcart and Wilkerson)  
**Spencer Gardner**
-

**Motion to Approve Advance Agenda for July 18, 2022  
(per Council Rule 2.1.2)**

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**OPEN FORUM**

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up 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 July 18, 2022, Regular Legislative Session of the City Council is adjourned to July 25, 2022.

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**NOTES**



**Agenda Sheet for City Council Meeting of:**  
07/18/2022

<b><u>Date Rec'd</u></b>	6/28/2022
<b><u>Clerk's File #</u></b>	CPR 2007-0039
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	

<b><u>Submitting Dept</u></b>	MAYOR
<b><u>Contact Name/Phone</u></b>	TESSA DELBRIDGE 625-6716
<b><u>Contact E-Mail</u></b>	TDELBRIDGE@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Boards and Commissions Appointments
<b><u>Agenda Item Name</u></b>	0520 APPOINTMENT TO WQTIF NEIGHBORHOOD PROJECT ADVISORY COMMITTEE

**Agenda Wording**

Appoint Eric Iannelli as the alternate chair for the Emerson-Garfield Neighborhood on the West Quadrant Tax Increment Financing Neighborhood Project Advisory Committee to fill a vacated seat until April 9, 2024

**Summary (Background)**

Appoint Eric Iannelli as the alternate chair for the Emerson-Garfield Neighborhood on the West Quadrant Tax Increment Financing Neighborhood Project Advisory Committee to fill a vacated seat expiring on April 9, 2024

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

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

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	KIRK, JESSICA	<b><u>Study Session\Other</u></b>	
<b><u>Division Director</u></b>		<b><u>Council Sponsor</u></b>	
<b><u>Finance</u></b>		<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>		tdelbridge@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	kfreibott@spokanecity.org	
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>			

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

07/18/2022

**Date Rec'd**

6/28/2022

**Clerk's File #**

OPR 2018-0455

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

WASTEWATER MANAGEMENT

**Cross Ref #****Contact Name/Phone**

MIKE CANNON 625-4642

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

MCANNON@SPOKANECITY.ORG

**Bid #**

4471-18

**Agenda Item Type**

Purchase w/o Contract

**Requisition #**

VB RN229

**Agenda Item Name**

4320 TWO RIVERS - SODIUM BISULFITE - FINAL RENEWAL

**Agenda Wording**

Council approval to renew the second and final renewal with Two Rivers Terminal, LLC to supply approximately 130,000 gallons of liquid sodium bisulfite at \$2.58 per gallon for an annual estimated cost of \$335,400.00.

**Summary (Background)**

This is the final renewal from the awarded BID #4471-18 to Two Rivers Terminal, LLC (Pasco, WA) who was the lowest responsive bidder to supply liquid sodium bisulfite to RPWRF. The total annual contract cost is \$335,400.00. This is for the renewal period for August 15, 2022 to August 14, 2023. RPWRF uses sodium bisulfite to neutralize sodium hypochlorite in the effluent water to reduce toxic effects on aquatic organisms in the Spokane River.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ \$335,400.00

# 4320.43260.35148.53203

Select \$

#

Select \$

#

Select \$

#

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

GENNETT, RAYLENE

**Study Session\Other**

PIES 6/27/22

**Division Director**

FEIST, MARLENE

**Council Sponsor**

CM Kinnear

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

ODLE, MARI

hbarnhart@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

kkeck@spokanecity.org

**Additional Approvals**

mhughes@spokanecity.org

**Purchasing**

PRINCE, THEA

Tax &amp; Licenses

tprince@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability

<b>Submitting Department</b>	Public Works & Utilities - Riverside Park Water Reclamation Facility
<b>Contact Name &amp; Phone</b>	Mike Cannon, Plant Manager 625-4642
<b>Contact Email</b>	mcannon@spokanecity.org
<b>Council Sponsor(s)</b>	CM Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: _____
<b>Agenda Item Name</b>	Final Renewal of Contract with Two Rivers Terminal, LLC for Sodium Bisulfite
<b>Summary (Background)</b>	<p>This is the final renewal from the awarded BID #4471-18 to Two Rivers Terminal, LLC (Pasco, WA) who was the lowest responsive bidder to supply liquid sodium bisulfite to RPWRF. The total annual contract cost is \$335,400.00. This is for the renewal period for August 15, 2022 to August 14, 2023.</p> <p>RPWRF uses sodium bisulfite to neutralize sodium hypochlorite in the effluent water to reduce toxic effects on aquatic organisms in the Spokane River.</p>
<b>Proposed Council Action &amp; Date:</b>	Council Agenda July 18th, 2022
<b>Fiscal Impact:</b> Total Cost: \$335,400.00 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: Department  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

This is the final renewal of BID #4471-18, which aligns with the City's Purchasing policy.

**From:** [Cannon, Mike](#)  
**To:** [Gennett, Raylene](#); [Barnhart, Heather](#)  
**Subject:** RE: BiSulfite Renewal Option  
**Date:** Tuesday, June 14, 2022 11:19:28 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thanks, Raylene.

---

**From:** Gennett, Raylene <[rgennett@spokanecity.org](mailto:rgennett@spokanecity.org)>  
**Sent:** Tuesday, June 14, 2022 11:14 AM  
**To:** Barnhart, Heather <[hbarnhart@spokanecity.org](mailto:hbarnhart@spokanecity.org)>; Cannon, Mike <[mcannon@spokanecity.org](mailto:mcannon@spokanecity.org)>  
**Subject:** RE: BiSulfite Renewal Option

There is a part that wants to do 1 year but I think they will come back and not renew or it will be so much higher to cover cost. Lets go ahead and proceed



**Raylene Gennett**

City of Spokane | Wastewater Director

509.625.7901 | fax 509.625.7940 | [rgennett@spokanecity.org](mailto:rgennett@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



---

**From:** Barnhart, Heather <[hbarnhart@spokanecity.org](mailto:hbarnhart@spokanecity.org)>  
**Sent:** Tuesday, June 14, 2022 10:43 AM  
**To:** Gennett, Raylene <[rgennett@spokanecity.org](mailto:rgennett@spokanecity.org)>; Cannon, Mike <[mcannon@spokanecity.org](mailto:mcannon@spokanecity.org)>  
**Subject:** FW: BiSulfite Renewal Option

Ouch... Please let me know if it is OK to proceed.

---

**From:** Travis Owens <[traviso@tworiversterminal.com](mailto:traviso@tworiversterminal.com)>  
**Sent:** Tuesday, June 14, 2022 10:37 AM  
**To:** Barnhart, Heather <[hbarnhart@spokanecity.org](mailto:hbarnhart@spokanecity.org)>  
**Subject:** Re: BiSulfite Renewal Option

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Heather, good morning!

I am happy to hear you'll be taking vacation next month; good for you!!  
Yes, I thought the SBS renewal was coming up so I've already been hard at work preparing for it.



I have attached our letter of proposal (pricing) along with substantial supporting documentation.  
Please let me know if you have any questions or require any additional information.

Travis

---

**J. Travis Owens (he/him)**

Senior Key Accounts Manager, US & Canada  
Industrial Chemicals | Airport Runway Deicers  
Member: NWAAAE | WAMA | NCAI | ACES

CONNECT WITH ME

LinkedIn: [JTravisOwens](#) | C: (509) 412-9000

ORDERS: [industrial@tworiverterminal.com](mailto:industrial@tworiverterminal.com)



On Mon, Jun 13, 2022 at 3:05 PM Barnhart, Heather <[hbarnhart@spokanecity.org](mailto:hbarnhart@spokanecity.org)> wrote:

Hey there –

It is time for your final renewal (it will be expiring August 14<sup>th</sup>). I have some vacation time next month, so I want to make sure this is rolling while I am out.

Would you get together a quote for me? I am assuming you would like to exercise your renewal option. Next year it will have to go out for BID.

Heather

14 JUNE 2022



**Heather Barnhart**

Facility Inventory Foreperson | Procurement & Contracts Management  
Riverside Park Water Reclamation Facility  
4401 N Aubrey L White Pkwy, Spokane, WA 99205  
O: 509.625.4606 | C: 509.723.9392 | [hbarnhart@spokanecity.org](mailto:hbarnhart@spokanecity.org)

**Re: Contract Extension #2, Bid #4471-18, Sodium Bisulfite Solution.**

**Action: Price Change**

Heather,

Regarding the opportunity to exercise option #2 for the renewal of our contract for the supply of sodium bisulfite, Bid# 4471-18, yes, we wish to exercise the extension however, in so doing seek an adjustment to the price from \$1.60 per gallon delivered to \$2.58 per gallon delivered.

Since our previous option renewal (July 2021), raw material costs for the manufacture of sodium bisulfite 38-40% have increased substantially. Along with other supporting documentation we've included two recent bids to justify our price increase request:

1. Current price: \$1.60 per gallon delivered.
2. **New price: \$2.58 per gallon delivered, good through 09-30-22.**
3. **Request: Quarterly price adjustments based on agreed GMI report.**
  - a. Next price review/adjustment prior to and effective on: 10-01-22.
  - b. Given the increased costs and continued volatility we want to offer quarterly price adjustments (up or down) to respond to market changes.

## JUSTIFICATIONS

The following are included as separate attached files and provided as evidence of the increased cost of input chemicals used in the manufacture of Sodium Bisulfite 38%:

1. SULFUR (*primary input*): Green Market Index report 06-10-2022. This is a subscription-based report so please keep it confidential; as marked.
  - a. Current cost of Sulfur, as of 06-10-2022: \$481/short ton, FOB Tampa.
  - b. Cost of sulfur, as of 06-18-2018: \$121/short ton, FOB Tampa.
  - c. Currently sulfur is +315% or \$365/short ton higher than 06-18-2018.
  - d. Sodium Bisulfite 40% contains 12.3% sulfur and 24.6% SO<sub>2</sub> which itself contains 50.05% sulfur.
2. Clean Water Services bid result: \$2.58 per gallon as reported 24 May 2022. This bid pricing can be confirmed with Clean Water Services.
  - i. Heidi Blasingame | Procurement Coordinator  
Clean Water Services | Business Services  
1585 Poplar St | Forest Grove OR 97116  
Mail: 2550 SW Hillsboro Hwy | Hillsboro OR 97123  
O: 503.681.4458 | F: 503.681.3603  
BlasingameH@CleanWaterServices.org
3. City of Medford was a verbal: \$2.65 per gallon submitted on May 2, 2022. Univar bid \$0.30 cents higher (firm for a year); we got award and quarterly adjustment.
  - Ken Anderson | Engineering Tech IV / Project Manager  
City of Medford, Oregon | Public Works  
1100 Kirtland Rd, Central Point, OR 97502  
Ph: 541-774-2758 | F: 541-774-2797  
Kenneth.Anderson@cityofmedford.org
4. Tampa Sulfur Price Graph, May 2022: \$481 per short ton, FOB Tampa; does not include delivery to Two Rivers Terminal. An increase of 163% since Jan 1<sup>st</sup> 2022.
5. Diesel Fuel Index: diesel pricing up 37% in past 10 weeks, reported 5-25-22. Diesel prices are added to freight rates in the form of a fuel surcharge which is based on diesel index. In the past trucking companies adjusted this on a monthly basis however, since Jan 1<sup>st</sup> 2022 the adjustment has been occurring weekly.

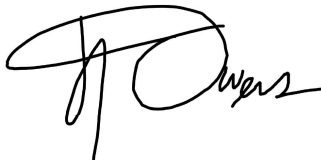
## SUMMARY

Two Rivers Terminal cannot predict pricing for SBS 38-40% over the next 12 months. Therefore, we recommend quarterly price adjustments to allow for adjustments (up or down) based on current market volatility. We propose to maintain new pricing of \$2.58 per gallon firm for until 9-30-2022 and then adjust every three months thereafter as necessary for the duration of the extension.

We have utilized the GMI to establish pricing for the past 15 years. It's been widely accepted as trusted evidence by other customers and is the primary industry report for understanding current fertilizer and chemical prices published on a weekly basis. I hope by sharing the GMI report along with the other info/docs that I have satisfied the requirement to justify a price change.

Two Rivers Terminal looks forward to extending our contract with the City of Spokane. We believe our proposal is fair and this price request is justified citing the above and attached examples as evidence. Should the City of Spokane require additional information or discussion then please do not hesitate to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "J. Travis Owens". The signature is stylized with a large, looped initial "J" and "T", followed by the last name "Owens" in a more cursive script.

J. Travis Owens (he/him)  
Senior Key Accounts Manager  
[traviso@tworiversterminal.com](mailto:traviso@tworiversterminal.com)  
Direct call or text: (509) 412-9000

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

07/18/2022

**Date Rec'd**

6/28/2022

**Clerk's File #**

OPR 2018-0410

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

WASTEWATER MANAGEMENT

**Cross Ref #****Contact Name/Phone**

MIKE CANNON 625-4642

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

MCANNON@SPOKANECITY.ORG

**Bid #**

4455-18

**Agenda Item Type**

Purchase w/o Contract

**Requisition #**

VB RN230

**Agenda Item Name**

4320 FINAL RENEWAL OF CONTRACT FOR HYPOCHLORITE WITH OLIN CHLOR ALKALI

**Agenda Wording**

Council approval of the final renewal for BID#4455-18 with Olin Corporation to supply liquid sodium hypochlorite to RPWRF at a cost of \$2.59 per gallon for an estimated annual cost of \$564,620.00.

**Summary (Background)**

This is the final renewal, tentatively scheduled to begin on August 1, 2022 and to end on July 31, 2023. The estimated cost is \$564,620.00 plus applicable taxes. Sodium hypochlorite is used for disinfecting the effluent water prior to discharging treated water to the river. In order to disinfect the effluent water from RPWRF, it is necessary to add liquid sodium hypochlorite.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ \$564,620.00

# 4320.43260.35148.53203

Select \$

#

Select \$

#

Select \$

#

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

GENNETT, RAYLENE

**Study Session\Other**

PIES 6/27/22

**Division Director**

FEIST, MARLENE

**Council Sponsor**

CM Kinnear

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

ODLE, MARI

hbarnhart@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

kkeck@spokanecity.org

**Additional Approvals**

mhughes@spokanecity.org

**Purchasing**

PRINCE, THEA

Tax &amp; Licenses

tprince@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability

<b>Submitting Department</b>	Public Works & Utilities - Riverside Park Water Reclamation Facility
<b>Contact Name &amp; Phone</b>	Mike Cannon, Plant Manager 625-4642
<b>Contact Email</b>	mcannon@spokanecity.org
<b>Council Sponsor(s)</b>	CM Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: _____
<b>Agenda Item Name</b>	Final Renewal of Contract with Olin Corporation for Hypochlorite
<b>Summary (Background)</b>	<p>This is the final renewal, tentatively scheduled to begin on August 1, 2022 and to end on July 31, 2023. The estimated cost is \$564,620.00 plus applicable taxes.</p> <p>Sodium hypochlorite is used for disinfecting the effluent water prior to discharging treated water to the river.</p> <p>In order to disinfect the effluent water from RPWRF, it is necessary to add liquid sodium hypochlorite.</p>
<b>Proposed Council Action &amp; Date:</b>	Council Consent Agenda July 18, 2022
<b>Fiscal Impact:</b> Total Cost: \$564,620.00 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: Department  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	

<b>Operations Impacts</b>
What impacts would the proposal have on historically excluded communities? N/A
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This is the final renewal of BID #4455-18, which aligns with the City's Purchasing policy.



26700 South Banta Road, Tracy, California 95304  
Phone: 209/835-7204 • Fax: 209/835-9760  
Internet Address: [www.olinchloralkali.com](http://www.olinchloralkali.com)

June 16, 2022

Ms. Heather Barnhart  
Contracts/Purchasing, Warehouse and Yards  
City of Spokane  
Riverside Park WRF  
4401 n. Aubrey L. White Parkway  
Spokane, WA 992052

Re: City of Spokane 12.5% Sodium Hypochlorite – 2022/2023 Renewal Proposal

Dear Heather,

Olin sincerely thanks the City of Spokane for your business these past years. As requested, Olin too would like to extend our annual supply of hypo for another year. We offer the following renewal pricing options with independent documetation for the coming year.

Chlorine caustic and bleach availability remain in limited supply this year. Olin has consistently met our obligations to our customers but the costs of raw materails have continued to rise significantly this past year (see attached IHS documentation). Chemcial Manufacturing has also increased (see PPI indices). Fuel costs for transportation have also increased significantly this year to historic highs (see attached EIA data). Our supplier is passing along these cost increases and we request relief for the new fiscal 2022/2023 contract term to recover these past and potential future cost increases for the foreseeable future next term. New proposed pricing options below will be effective 8/1/22 thru 7/31/23 as follows:

**12.5% Sodium Hypochlorite (\$/gal.)    2022/2023 Annual Pricing\*    Quarterly Pricing Alternative \***

WWTP (full loads, min. 4,800 gals.)

**\$2.59/gal.**

**\$2.29 base price\*\***

**\* Plus all taxes including US environmental excise surcharge @ \$0.004/gal. (see attached letter)**

**\*\*Note: Alternative future quarterly pricing adjustment to be offered the month prior to the next three month term as follows; \$0 - \$0.15 pricing cap/quarter, \$0 - \$0.45 cap annually.**

This proposal represents our best efforts to provide consistent value and fair current market pricing for the city from our vendors. We hope you find one of the two options acceptable for this next annual term. Please confirm by July 15 so we may lock in our vendors and protect the city from any further market cost increases.

Olin sincerely appreciates being your supplier and we look forward to another year working with the city. Please contact Kathy Green or myself at 209.221.8265 if you have any questions.

Sincerely,

John M. Schabacker  
Business Director

CC: Kathy Green, Account Manager

Attachments





490 Stuart Road, NE, Cleveland, Tennessee 37312  
Phone: 423/336-4850 • Fax: 423/336-4830  
Internet Address: [www.olinchloralkali.com](http://www.olinchloralkali.com)

May 31, 2022

**SUBJECT: U.S. Superfund Excise Tax Surcharge**

Dear Customer:

Beginning July 1, 2022, as part of the Infrastructure Investment and Jobs Act (the "IIJA"), a Superfund Excise Tax will be imposed by the U.S. Government on certain listed chemicals made in, or imported into, the United States when the listed chemicals are sold or used to produce other chemicals. One or more of the listed chemicals are sold to you or used in the production of chemicals you purchase from Olin and its affiliates (hereafter "Olin").

Effective for sales on and after July 1, 2022, Olin will need to increase the prices of its products impacted by the IIJA via a Superfund Excise Tax Surcharge. The amounts of the surcharges are based upon the per ton tax rates specified in the IIJA and levied by the U.S. Government for all listed chemicals sold to you or used in connection with the production of the chemicals you purchase from Olin.

For your convenience, we are attaching a supplement with the proposed expected surcharge or range of surcharges based on the type of chemical products you purchase from Olin. Your account manager will be contacting you to discuss the impact of this change in the law.

We appreciate your business and your confidence in selecting Olin as your supplier.

Sincerely,

A handwritten signature in black ink that reads "R Whigham".

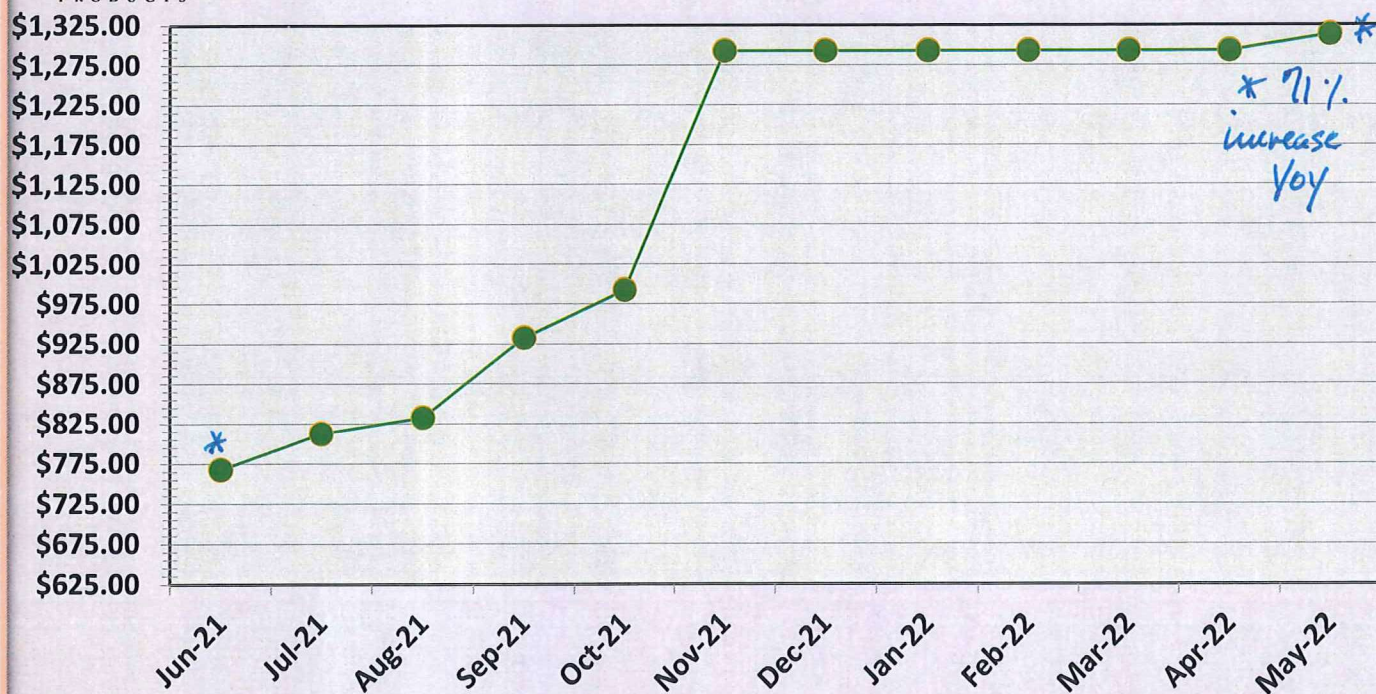
Rene Whigham  
VP, Global Chlor Alkali & Customer Services

**SUPPLEMENT - SUPERFUND EXCISE TAX SURCHARGE BY  
PRODUCT**

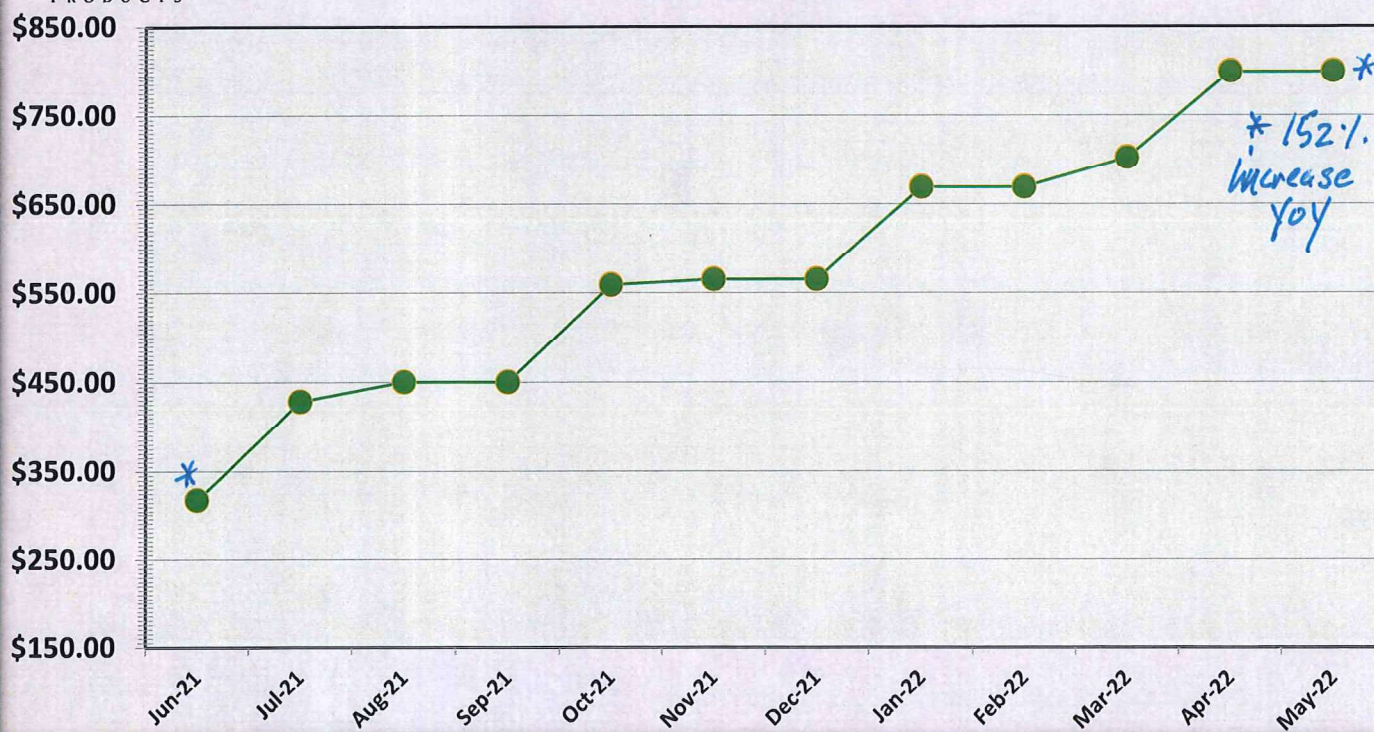
Chlorine	\$5.40 per ton
Caustic Soda	\$0.56 per DT
Ethylene dichloride	\$6.771 per ton
Vinyl chloride monomer	\$0.012 per kg
Sodium hypochlorite (equimolar bleach)	\$0.002 to \$0.005 per gallon
Sodium hypochlorite (HyPure® Bleach)	\$0.006 to \$0.008 per gallon (\$7.50/EQW)
Hydrochloric acid	\$0.58 per wet ton
Potassium hydroxide	\$0.44 per DT
Chlorinated organics	\$0.011/lb.
Liquid epoxy resins	\$0.017 to \$0.02 per kg
Allyl chloride	\$0.015 per kg
Epichlorohydrin	\$0.019 per kg
Other epoxy resins and additives	\$0.001 to \$0.02 per kg



**IHS CAUSTIC (Averages) - North Americas**  
6-2021 thru 5-2022



**IHS CHLORINE PRICES (Averages) - North Americas**  
6-2021 thru 5-2022





## Databases, Tables & Calculators by Subject

Change Output Options:

From: 2021 ▼

To: 2022 ▼



☒ include graphs ☐ include annual averages

[More Formatting Options](#) ➔

Data extracted on: June 1, 2022 (1:29:01 PM)

### PPI Industry Data

Series Id: PCU325---325---

Series Title: PPI industry sub-sector data for Chemical mfg, not seasonally adjusted

Industry: Chemical mfg

Product: Chemical mfg

Base Date: 198412



Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021	298.7	303.2	309.5	314.5	320.6	324.7	327.081	330.525	331.361	335.868	338.561	339.393
2022	342.674(P)	346.245(P)	350.298(P)	356.300(P)								

P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE  
Washington, DC 20212-0001

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## PETROLEUM & OTHER LIQUIDS

[OVERVIEW](#)[DATA](#)[ANALYSIS & PROJECTIONS](#)[GLOSSARY](#)[FAQS](#)

Referring Pages:

- [California Gasoline and Diesel Retail Prices](#)
- [Retail Prices for Ultra Low Sulfur Diesel](#)

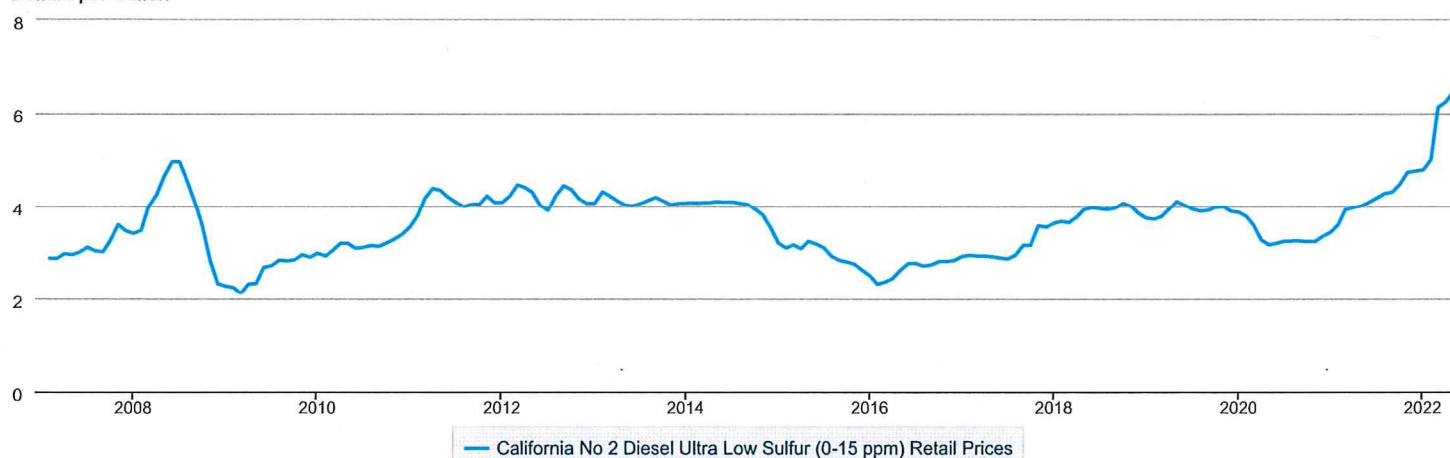
View History: ☐ Weekly ☒ Monthly ☐ Annual

[Download Data \(XLS File\)](#)

### California No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices

[DOWNLOAD](#)

Dollars per Gallon



Source: U.S. Energy Information Administration

Chart Tools

no analysis applied

This series is available through the EIA open data API and can be downloaded to Excel or embedded as an interactive chart or map on your website.

#### California No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2007		2.886	2.885	2.985	2.964	3.019	3.123	3.049	3.024	3.267	3.608	3.475
2008	3.423	3.488	4.014	4.265	4.673	4.968	4.965	4.542	4.087	3.568	2.832	2.345
2009	2.297	2.260	2.139	2.336	2.354	2.697	2.734	2.850	2.837	2.856	2.962	2.913
2010	2.997	2.938	3.058	3.206	3.205	3.102	3.124	3.164	3.144	3.214	3.305	3.408
2011	3.560	3.804	4.187	4.400	4.362	4.213	4.106	4.009	4.057	4.059	4.245	4.095
2012	4.103	4.251	4.474	4.419	4.316	4.027	3.917	4.240	4.456	4.376	4.170	4.076
2013	4.083	4.325	4.245	4.134	4.040	4.023	4.068	4.138	4.209	4.134	4.048	4.073
2014	4.082	4.084	4.092	4.089	4.119	4.101	4.110	4.085	4.054	3.938	3.813	3.542
2015	3.212	3.110	3.182	3.098	3.254	3.192	3.115	2.935	2.850	2.814	2.768	2.644
2016	2.526	2.335	2.387	2.459	2.636	2.782	2.785	2.722	2.749	2.817	2.820	2.851
2017	2.932	2.957	2.935	2.938	2.922	2.895	2.876	2.959	3.168	3.172	3.587	3.559
2018	3.639	3.680	3.654	3.773	3.941	3.982	3.957	3.940	3.973	4.086	4.018	3.858
2019	3.753	3.734	3.789	3.953	4.128	4.035	3.949	3.906	3.923	3.985	4.003	3.902
2020	3.873	3.787	3.601	3.283	3.182	3.216	3.254	3.263	3.259	3.246	3.250	3.356
2021	3.439	3.607	3.931	3.980	4.024	4.095	4.195	4.291	4.324	4.481	4.745	4.776
2022	4.803	5.018	6.133	6.260	6.479							

61% increase YoY

-- = No Data Reported; -- = Not Applicable; NA = Not Available; W = Withheld to avoid disclosure of individual company data.

Release Date: 5/31/2022

Next Release Date: 6/6/2022

## Barnhart, Heather

---

**From:** Gennett, Raylene  
**Sent:** Thursday, June 16, 2022 1:37 PM  
**To:** Barnhart, Heather; Cannon, Mike  
**Subject:** RE: Final Renewal Option - Spokane (Olin for Hypo)

I would be fine with that.

This the numbers coming in is our chemical budget big enough for next year with all the predicted increases. I know we said we will be good but >>> LOL



### Raylene Gennett

City of Spokane | Wastewater Director  
509.625.7901 | fax 509.625.7940 | [rgennett@spokanecity.org](mailto:rgennett@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



---

**From:** Barnhart, Heather <[hbarnhart@spokanecity.org](mailto:hbarnhart@spokanecity.org)>  
**Sent:** Thursday, June 16, 2022 12:49 PM  
**To:** Gennett, Raylene <[rgennett@spokanecity.org](mailto:rgennett@spokanecity.org)>; Cannon, Mike <[mcannon@spokanecity.org](mailto:mcannon@spokanecity.org)>  
**Subject:** FW: Final Renewal Option - Spokane (Olin for Hypo)  
**Importance:** High

As we expected. This one is a big increase as well. There are two options. We can lock in for a year at \$2.59/gal or quarterly base price of \$2.29 + whatever the market is doing. We average approximately 218,000 gallons a year.

With the crazy prices that continue to escalate, I would suggest we lock in for the year with \$2.59/gal.

Please let me know how to proceed.

---

**From:** Schabacker, John M TRAC <[JMSchabacker@olin.com](mailto:JMSchabacker@olin.com)>  
**Sent:** Thursday, June 16, 2022 12:23 PM  
**To:** Barnhart, Heather <[hbarnhart@spokanecity.org](mailto:hbarnhart@spokanecity.org)>  
**Cc:** Green, Kathy R HEND <[KRGreen@olin.com](mailto:KRGreen@olin.com)>; Melena, Lupe E TRAC <[GEMelena@olin.com](mailto:GEMelena@olin.com)>; Eells, Kathy E TRAC <[KEEells@olin.com](mailto:KEEells@olin.com)>  
**Subject:** RE: Final Renewal Option - Spokane

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello Heather,  
I apologize for the delay. I finally received our new costs from our vendors today and so attached is our pricing proposal for the next and final annual supply term with related independent documentation. It's been a challenge to try and predict future pricing due to the historic changes and cost increases this year. Please take note also the new US federal

excise tax on chemicals will become effective 7/1/22 on all orders and noted as a separate line item on invoices. Can anything else possibly happen?

Please let your account manager Kathy Green or I know if you have any questions. Olin sincerely appreciates our long supplier relationship with the City of Spokane.

Regards,



*John M. Schabacker*  
**Business Director – West Bleach**  
26700 S. Banta Rd  
Tracy, CA 95304 USA  
T: 209.221.8265  
F: 209.835.9760  
[jschabacker@olin.com](mailto:jschabacker@olin.com)

---

**From:** Barnhart, Heather <[hbarnhart@spokanecity.org](mailto:hbarnhart@spokanecity.org)>  
**Sent:** Thursday, June 16, 2022 5:34 AM  
**To:** Schabacker, John M TRAC <[JMSchabacker@olin.com](mailto:JMSchabacker@olin.com)>  
**Subject:** RE: Final Renewal Option - Spokane

<< THIS EMAIL ORIGINATED FROM OUTSIDE OF OLIN >>

Good morning John –

I understand. The worst case scenario will be that we have to push out the renewal an additional month.

Thank you again.

---

**From:** Schabacker, John M TRAC <[JMSchabacker@olin.com](mailto:JMSchabacker@olin.com)>  
**Sent:** Wednesday, June 15, 2022 4:14 PM  
**To:** Barnhart, Heather <[hbarnhart@spokanecity.org](mailto:hbarnhart@spokanecity.org)>  
**Cc:** Pregman, Nick HEND <[NPregman@olin.com](mailto:NPregman@olin.com)>; Green, Kathy R HEND <[KRGreen@olin.com](mailto:KRGreen@olin.com)>  
**Subject:** RE: Final Renewal Option - Spokane

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello Heather,

I apologize. Unfortunately our supplier is still working on their costs and pricing to support us here. Lots of changes going on in the market this year and it's more complicated to assess all the mfg. and transportation cost components. We are pressing them hard and will have something to you as soon as we can, hopefully tomorrow.

Regards,



*John M. Schabacker*  
**Business Director – West Bleach**  
26700 S. Banta Rd  
Tracy, CA 95304 USA

T: 209.221.8265  
F: 209.835.9760  
[imschabacker@olin.com](mailto:imschabacker@olin.com)

---

**From:** Barnhart, Heather <[hbarnhart@spokanecity.org](mailto:hbarnhart@spokanecity.org)>  
**Sent:** Wednesday, June 15, 2022 3:39 PM  
**To:** Schabacker, John M TRAC <[JMSchabacker@olin.com](mailto:JMSchabacker@olin.com)>  
**Subject:** RE: Final Renewal Option - Spokane

<< THIS EMAIL ORIGINATED FROM OUTSIDE OF OLIN >>

Hello John –

I'm just following up on this. Have you heard anything?

---

**From:** Barnhart, Heather  
**Sent:** Monday, June 13, 2022 8:16 AM  
**To:** Schabacker, John M TRAC <[JMSchabacker@olin.com](mailto:JMSchabacker@olin.com)>; Johnson, Gretchen M TACO <[GMJohnson@olin.com](mailto:GMJohnson@olin.com)>  
**Cc:** Green, Kathy R HEND <[KRGreen@olin.com](mailto:KRGreen@olin.com)>  
**Subject:** RE: Final Renewal Option - Spokane

Thank you John!

---

**From:** Schabacker, John M TRAC <[JMSchabacker@olin.com](mailto:JMSchabacker@olin.com)>  
**Sent:** Monday, June 13, 2022 8:13 AM  
**To:** Barnhart, Heather <[hbarnhart@spokanecity.org](mailto:hbarnhart@spokanecity.org)>; Johnson, Gretchen M TACO <[GMJohnson@olin.com](mailto:GMJohnson@olin.com)>  
**Cc:** Green, Kathy R HEND <[KRGreen@olin.com](mailto:KRGreen@olin.com)>  
**Subject:** RE: Final Renewal Option - Spokane

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello Heather,  
Yes, we're awaiting the pricing from our supplier for next term. Will try and have to you by Wed.

Regards,



*John M. Schabacker*  
**Business Director – West Bleach**  
26700 S. Banta Rd  
Tracy, CA 95304 USA  
T: 209.221.8265  
F: 209.835.9760  
[imschabacker@olin.com](mailto:imschabacker@olin.com)

---

**From:** Barnhart, Heather <[hbarnhart@spokanecity.org](mailto:hbarnhart@spokanecity.org)>  
**Sent:** Monday, June 13, 2022 6:43 AM



**To:** Schabacker, John M TRAC <[JMSchabacker@olin.com](mailto:JMSchabacker@olin.com)>; Johnson, Gretchen M TACO <[GMJohnson@olin.com](mailto:GMJohnson@olin.com)>  
**Cc:** Green, Kathy R HEND <[KRGreen@olin.com](mailto:KRGreen@olin.com)>  
**Subject:** RE: Final Renewal Option - Spokane  
**Importance:** High

<< THIS EMAIL ORIGINATED FROM OUTSIDE OF OLIN >>

Good morning John –

I am going to set this up for our Committee agenda on June 27<sup>th</sup>. If you could shoot me over a quote between today and Wednesday, it would really help. July 4<sup>th</sup> holiday always prolongs the process a bit. I am looking to have this fully consented by Council on July 18<sup>th</sup>.

Thank you,

---

**From:** Schabacker, John M TRAC <[JMSchabacker@olin.com](mailto:JMSchabacker@olin.com)>  
**Sent:** Thursday, June 2, 2022 10:47 AM  
**To:** Barnhart, Heather <[hbarnhart@spokanecity.org](mailto:hbarnhart@spokanecity.org)>; Johnson, Gretchen M TACO <[GMJohnson@olin.com](mailto:GMJohnson@olin.com)>  
**Cc:** Green, Kathy R HEND <[KRGreen@olin.com](mailto:KRGreen@olin.com)>  
**Subject:** RE: Final Renewal Option - Spokane

[CAUTION - EXTERNAL EMAIL - Verify Sender]

OK, thank you Heather. We will have to see what type support we can get from our supplier.

Regards,



*John M. Schabacker*  
**Business Director – West Bleach**  
26700 S. Banta Rd  
Tracy, CA 95304 USA  
T: 209.221.8265  
F: 209.835.9760  
[jmschabacker@olin.com](mailto:jmschabacker@olin.com)

---

**From:** Barnhart, Heather <[hbarnhart@spokanecity.org](mailto:hbarnhart@spokanecity.org)>  
**Sent:** Thursday, June 2, 2022 10:41 AM  
**To:** Schabacker, John M TRAC <[JMSchabacker@olin.com](mailto:JMSchabacker@olin.com)>; Johnson, Gretchen M TACO <[GMJohnson@olin.com](mailto:GMJohnson@olin.com)>  
**Cc:** Green, Kathy R HEND <[KRGreen@olin.com](mailto:KRGreen@olin.com)>  
**Subject:** RE: Final Renewal Option - Spokane

<< THIS EMAIL ORIGINATED FROM OUTSIDE OF OLIN >>

Hello John –

Thank you for your quick response.

Yes, we would accept quarterly adjustments up to a maximum amount. If it were to go over a set amount then we would have to do another contract. I just did a similar contract and the verbiage in the contract was something to the sort of "The City shall pay an estimated annual amount based on 5,000 gallons annually, not to exceed \$1,000.00, plus applicable taxes. The current price is \$1.00/gallon and will be reviewed quarterly pursuant to Vendor's Quote, attached hereto. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document."

We would issue a value blanket with the current pricing and you would need to send me quarterly pricing with justification.

I hope that makes sense as to how we have to word it and send it through Council. There has to be a limit, it can't be open ended is all.

Heather

---

**From:** Schabacker, John M TRAC <[JMSchabacker@olin.com](mailto:JMSchabacker@olin.com)>  
**Sent:** Thursday, June 2, 2022 10:23 AM  
**To:** Barnhart, Heather <[hbarnhart@spokanecity.org](mailto:hbarnhart@spokanecity.org)>; Johnson, Gretchen M TACO <[GMJohnson@olin.com](mailto:GMJohnson@olin.com)>  
**Cc:** Green, Kathy R HEND <[KRGreen@olin.com](mailto:KRGreen@olin.com)>  
**Subject:** RE: Final Renewal Option - Spokane

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello Heather,  
Hope all is well.

The chemical market has really changed this year and so this will be reflected in our proposal. The costs of mfg. and transportation have become volatile and unpredictable and so annual firm pricing has become very risky for suppliers. Would the city consider a proposal for less than annual firmness (ie quarterly or semi annual)? We generally are only getting quarterly pricing from our supplier which means we're exposed beyond that and would need to build in a "worse-case" extended annual pricing scenario . Please advise.

Thank you,



*John M. Schabacker*  
**Business Director – West Bleach**  
26700 S. Banta Rd  
Tracy, CA 95304 USA  
T: 209.221.8265  
F: 209.835.9760  
[jmschabacker@olin.com](mailto:jmschabacker@olin.com)

---

**From:** Barnhart, Heather <[hbarnhart@spokanecity.org](mailto:hbarnhart@spokanecity.org)>  
**Sent:** Thursday, June 2, 2022 6:03 AM

**To:** Johnson, Gretchen M TACO <[GMJohnson@olin.com](mailto:GMJohnson@olin.com)>

**Cc:** Schabacker, John M TRAC <[JMSchabacker@olin.com](mailto:JMSchabacker@olin.com)>; Green, Kathy R HEND <[KRGreen@olin.com](mailto:KRGreen@olin.com)>

**Subject:** Final Renewal Option

<< THIS EMAIL ORIGINATED FROM OUTSIDE OF OLIN >>

Good morning –

The current contract will be expiring July 31<sup>st</sup> with one renewal option left. If you would like to exercise the final renewal option, would you please put together a proposal for the time period of August 1<sup>st</sup>, 2022 through July 31<sup>st</sup>, 2023. I will need to get approval and start the process.

The current contract information is attached. Next year it will need to go out for BID.

Thank you.

**Heather Barnhart** | Facility Inventory Foreperson | Procurement & Contracts Management  
Riverside Park Water Reclamation Facility | 4401 N Aubrey L White Pkwy, Spokane, WA 99205  
O: 509.625.4606 | C: 509.723.9392 | [hbarnhart@spokanecity.org](mailto:hbarnhart@spokanecity.org)

---

**From:** Johnson, Gretchen M TACO <[GMJohnson@olin.com](mailto:GMJohnson@olin.com)>

**Sent:** Tuesday, May 31, 2022 12:51 PM

**To:** Graveson, Michael HEND <[MGraveson@olin.com](mailto:MGraveson@olin.com)>; Green, Kathy R HEND <[KRGreen@olin.com](mailto:KRGreen@olin.com)>; Hogan, Chuck D TRAC <[CDHogan@olin.com](mailto:CDHogan@olin.com)>; Pregman, Nick HEND <[NPregman@olin.com](mailto:NPregman@olin.com)>; Cho, Jason H VIRT <[JHCho@olin.com](mailto:JHCho@olin.com)>; Meier, Jacalyn VIRT <[JMeier@olin.com](mailto:JMeier@olin.com)>; Schabacker, John M TRAC <[JMSchabacker@olin.com](mailto:JMSchabacker@olin.com)>; Eells, Kathy E TRAC <[KEEells@olin.com](mailto:KEEells@olin.com)>; Melena, Lupe E TRAC <[GEMelena@olin.com](mailto:GEMelena@olin.com)>; Thrall, Robert CLEV <[RThrall@olin.com](mailto:RThrall@olin.com)>; Mills, Julie VIRT <[JMills@olin.com](mailto:JMills@olin.com)>; Whatley, Prince P VIRT <[PWhatley@olin.com](mailto:PWhatley@olin.com)>

**Subject:** Olin Price Increase Notification -Municipal Superfund Excise Tax Surcharge

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Valued Customer,

Please see the attached announcement. Your Olin Corporation account manager will be in touch with you to discuss.

Thank you,



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---

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présente que vous avez reçu ce message et toute pièce jointe par erreur et que toute révision, diffusion, distribution, copie ou modification de ce message et/ou de ses pièces jointes est strictement interdite. Si vous avez reçu ce message par erreur, veuillez en informer immédiatement l'expéditeur par courrier électronique et supprimer le message original. The information contained in this e-mail message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this message and any attachments in error and that any review, dissemination, distribution, copying or alteration of this message and/or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by electronic mail, and delete the original message. --- Les informations contenues dans ce message électronique sont destinées uniquement à l'usage personnel et confidentiel du ou des destinataires désignés ci-dessus. Si le lecteur de ce message n'est pas le destinataire prévu ou un agent chargé de le remettre au destinataire prévu, vous êtes informé par la présente que vous avez reçu ce message et toute pièce jointe par erreur et que toute révision, diffusion, distribution, copie ou modification de ce message et/ou de ses pièces jointes est strictement interdite. Si vous avez reçu ce message par erreur, veuillez en informer immédiatement l'expéditeur par courrier électronique et supprimer le message original.



**Agenda Sheet for City Council Meeting of:**  
07/18/2022

<b>Date Rec'd</b>	6/28/2022
<b>Clerk's File #</b>	OPR 2022-0526
<b>Renews #</b>	

<b>Submitting Dept</b>	WASTEWATER MANAGEMENT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	MIKE CANNON 625-4642	<b>Project #</b>	
<b>Contact E-Mail</b>	MCANNON@SPOKANECITY.ORG	<b>Bid #</b>	RFQ5681-22
<b>Agenda Item Type</b>	Purchase w/o Contract	<b>Requisition #</b>	VB RN 231
<b>Agenda Item Name</b>	4320 BIOSOLIDS DISPOSAL AWARDS - BARR-TEC		

**Agenda Wording**

Consent to award biosolids disposal contract to Barr-Tech from RFQ 5681-22. This is a multi-contract award. The total combined amount of both contracts will not exceed \$300,000.00 over a five (5) year period between Barr-Tech and Boulder Park Inc.

**Summary (Background)**

Biosolids are a sustainable resource that contain beneficial nutrients and organic matter. Created from the wastewater treatment process, biosolids are the cleaned and stablized solids portion that is removed from the water and treated to meet DOE and EPA biosolids land application standards. Typically, (RPWRF) have pre-arranged farms that are authorized to accept our Biosolids. Due to regulatory changes that have decreased the amount of biosolids authorized for land application as well as...

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

**Budget Account**

Expense	\$ \$295,000.00	# 4320.30210.35141.54703
Select	\$	#
Select	\$	#
Select	\$	#

**Approvals**

**Council Notifications**

<b><u>Dept Head</u></b>	GENNETT, RAYLENE	<b><u>Study Session\Other</u></b>	PIES 6/27/22
<b><u>Division Director</u></b>	FEIST, MARLENE	<b><u>Council Sponsor</u></b>	CM Kinnear

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List**

**Legal**

SCHOEDEL, ELIZABETH

hbarnhart@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

kkeck@spokanecity.org

**Additional Approvals**

mhughes@spokanecity.org

**Purchasing**

PRINCE, THEA

Tax & Licenses

karrington@spokanecity.org



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

**Agenda Wording**

**Summary (Background)**

increased production from the startup of the new membrane facility there are currently no available sites for biosolids land application. RPWRF staff are already well into the process of adding new land to the program to accomidate the lower application rates and higher production. Unfortunately, at this time an alternative disposal option for biosolids is needed to increase the time until new sites become available. Barr-Tech and Boulder Park, Inc. are the only two responsive and responsible bidders that are authorized by the Department of Ecology to accept Class B Biosolids that have been approved for land application that has been de-watered into a pressed cake that has an average 16% Total Solids content. Barr-Tech will be contacted first, in the event company does not have capacity to meet City's request, City will contract with Boulder Park Inc.

**Fiscal Impact**

Select \$

Select \$

**Budget Account**

#

#

**Distribution List**


## Committee Agenda Sheet


### Public Infrastructure, Environment & Sustainability

<b>Submitting Department</b>	Public Works & Utilities - Riverside Park Water Reclamation Facility
<b>Contact Name &amp; Phone</b>	Mike Cannon, Plant Manager 625-4642
<b>Contact Email</b>	mcannon@spokanecity.org
<b>Council Sponsor(s)</b>	CM Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: _____
<b>Agenda Item Name</b>	Biosolids Disposal Value Blanket with Barr-Tech
<b>Summary (Background)</b>	<p>RFQ 5681-22 was issued to enable multiple awards to give City flexibility to select from among award Contractors.</p> <p>The total combined amount of both contracts will not exceed \$300,000.00 over a period of 5 years.</p> <p>Biosolids are a sustainable resource that contain beneficial nutrients and organic matter. Created from the wastewater treatment process, biosolids are the cleaned and stabilized solids portion that is removed from the water and treated to meet DOE and EPA biosolids land application standards.</p> <p>Typically, the Riverside Park Water Reclamation Facility (RPWRF) have pre-arranged farms that are authorized to accept our Biosolids. Due to regulatory changes that have decreased the amount of biosolids authorized for land application as well as increased production from the startup of the new membrane facility there are currently no available sites for biosolids land application. RPWRF staff are already well into the process of adding new land to the program to accommodate the lower application rates and higher production. Unfortunately, at this time an alternative disposal option for biosolids is needed to increase the time until new sites become available.</p> <p>Barr-Tech and Boulder Park, Inc. are the only two responsive and responsible bidders that are authorized by the Department of Ecology to accept Class B Biosolids that have been approved for land application that has been de-watered into a pressed cake that has an average 16% Total Solids content.</p> <p>Barr-Tech will be contacted first, in the event company does not have capacity to meet City's request, City will contract with Boulder Park Inc.</p>
<b>Proposed Council Action &amp; Date:</b>	Council Consent Agenda July 18, 2022
<b>Fiscal Impact:</b> Total Cost: \$295,000.00 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: Department  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	



<b>Operations Impacts</b>
What impacts would the proposal have on historically excluded communities? N/A
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This aligns with the City's Purchasing policy.



<div><div><div>CITY OF SPOKANE</div><div></div></div><div>Purchasing</div></div>		Barr-Tech		Boulder Park Inc	
CITY OF SPOKANE - Wastewater Management 4320 - Riverside Park Water Reclamation Facility (RPWRF) PHONE 509 625 6527					
RFQ 5681-22 Disposal of Biosolids, At Contractor's Facility As Needed. Contractor's Facility Has To Be Dept of Ecology Approved					
Item	Annual Estimated Wet-Tons More Or Less	Unit Price Per Wet Ton	Extended Annual Price	Unit Price Per Wet Ton	Extended Annual Price
Cost per-wet-ton for contractor to dispose of Biosolids the City deliverers to Contractor's facility. Annual quantity of 600 wet-tons is an estimate only and not guaranteed. Payment would only be made for actual wet-tons. Pricing Should Not Include Tax. Enter Price Per Wet-Ton.	600	\$60.00	\$36,000.00	\$15.99	\$9,594.00
Subtotal		\$36,000.00		\$9,594.00	
Estimated Sales Tax **or** USE Tax Amount to be incurred based on Tax Rate of 9%		\$3,240.00		\$863.46	
Extended Annual Total		\$39,240.00		\$10,457.46	
		NOTE:			
		Barr-Tech Noted Exceptions			

**Bid Response Summary**

**Bid Number** RFQ 5681-22  
**Bid Title** Disposal Of Biosolids, At Contractor's Facility- As Needed. Contractor's Facility Has To Be Department of Ecology Approved  
**Due Date** Friday, June 17, 2022 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Open for Bidding  
**Company** Barr-Tech LLC  
**Submitted By** Scott Deatherage - Thursday, June 16, 2022 5:07:58 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 scottd@barr-tech.net 509-590-0437

**Comments****Question Responses**

Group	Reference Number	Question	Response
Default Item Group			
	#1	ADDENDA. Indicated how many Addenda bidder acknowledges receipt of.	zero
BACKGROUND			
	#1	The City of Spokane is initiating this request for quotes to solicit Bids from Contractors to received and dispose of Biosolids as-needed, at Contractor's facility.	I agree and I acknowledge
	#2	Resulting Contract would result in Value Blanket for a five-year period, to allow City to delivery biosolids to Contractor's facility for disposal as needed. The City does not bind itself to quantities stipulated in the proposal as estimates. The quantities and are given for the purpose of comparing bids on a uniform basis. Payment will be made only for actual quantities delivered for disposal, whether greater or less than the stated amounts. Quantities listed on proposal are based on a one (1) year estimate.	I agree and I acknowledge
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 9:00 a.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge

#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	I agree and I acknowledge
INTERPRETATION		
#1	INTERPRETATION If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF QUOTES		
#1	WITHDRAWAL OF QUOTES Bidders may withdraw Quote prior to the scheduled Quote due date and time. Unless otherwise specified, no Quotes may be withdrawn for a minimum of sixty (60) calendar days after the due date.	I agree and I acknowledge
EVALUATION OF QUOTES		
#1	EVALUATION OF QUOTES Evaluation of Quotes shall be based upon the following criteria, where applicable.	I agree and I acknowledge
#2	The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser.	I agree and I acknowledge
#3	The quality of the items quoted, their conformity to specifications and the purpose for which they are required.	I agree and I acknowledge
#4	The Bidder's ability to provide prompt and efficient service and/or delivery.	I agree and I acknowledge
#5	The character, integrity, reputation, judgment, experience and efficiency of the Bidder.	I agree and I acknowledge
#6	The quality of performance of previous contracts or services.	I agree and I acknowledge
#7	The previous and existing compliance by the Bidder with the laws relating to the contract or services.	I agree and I acknowledge
#8	Uniformity or interchangeability.	I agree and I acknowledge
#9	The energy efficiency of the product throughout its life.	I agree and I acknowledge
#10	Any other information having a bearing on the decision to award the contract.	I agree and I acknowledge
QUOTING ERRORS		

#1	QUOTING ERRORS. When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.	I agree and I acknowledge
REJECTION OF QUOTES		
#1	REJECTION OF QUOTES The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.	I agree and I acknowledge
AWARD OF CONTRACT		
#1	Award of contract, when made by the City, will be to the Bidder whose Quote is the most favorable to the City, taking into consideration price and the other evaluation factors. The City may choose from more than one vendor. Unsuccessful Contractors will not automatically be notified of results.	I agree and I acknowledge
PAYMENT TERMS		
#1	Supplier acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I agree and I acknowledge
#2	Supplier agrees to accept payment by Credit Card with no additional charges/fees	No
BIDDER INFORMATION		
#1	Company Name	Barr-Tech LLC
#2	Please provide Name, Telephone Number & e-mail address of person who is preparing the response to this Invitation to Bid.	Scott Deatherage 509-939-6063 scottd@barr-tech.net
#3	Person acknowledges Contractor will comply with all instructions, terms, and conditions of this RFQ, to receive and dispose of Biosolids as-needed, at Contractor's facility at prices stated.	I don't agree and I don't acknowledge

#3.1	Bidder accepts has read and acknowledges compliance with Terms and Conditions. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I don't agree and I don't acknowledge
#4	Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City.	Ted Condon 509-496-1111 tedc@barr-tech.net or tedc@americanonsite.net
ORGANIZATION		
#1	Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Washington State
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT		
#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier 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 supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	I agree and I acknowledge
#2	City of Spokane Business Registration Number	T12071995BUS
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE		
#1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	I agree and I acknowledge
#2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	I agree and I acknowledge

#3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.	I agree and I acknowledge
#4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I agree and I acknowledge
MINORITY BUSINESS ENTERPRISE		
#1	Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS		
#1	Vendor (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	I Certify No Agreement Was Entered
INTERLOCAL PURCHASE AGREEMENTS		

#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
DEFINITIONS		
#1	Bidder - one who submits a bid.	I agree and I acknowledge
#2	Contractor - Bidder to whom contract or purchase order is awarded.	I agree and I acknowledge
#3	Purchaser - City of Spokane and other government agencies (Pursuant to RCW 39.34).	I agree and I acknowledge
#4	Until Further Notice - Any time in excess of sixty (60) days from bid due date.	I agree and I acknowledge
ACCEPTANCE PERIOD		
#1	Bidders must provide a minimum of sixty (60) Calendar Days for acceptance by the City from the due date for receipt of Bids.	I agree and I acknowledge
CONTRACT PERIOD		
#1	The contract term shall be for a period of five (5) years and is expected to begin on or about July 1, 2022. Total contract period not to exceed five (5) years.	I agree and I acknowledge
DISCOUNT PERCENTAGES		
#1	Discount percentages offered will remain unchanged throughout the life of the contract.	I agree and I acknowledge
SPECIFICATIONS - GENERAL INSTRUCTIONS		
#1	These specifications will establish minimum acceptable requirements attempting to take advantage of latest developments.	Yes
#2	Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
SPECIFICATIONS - SPECIAL INSTRUCTIONS		
#1	The following specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the bid.	Yes



#2	It shall be the Vendor's responsibility to conform to all Federal Standards for certification.	I agree and I acknowledge
#3	Biosolids has been deemed biosolids instead of waste because the material goes through a digester.	I agree and I acknowledge
#4	Contractor must have the authority to accept Class B Biosolids as authorized by Washington state Department of Ecology.	I agree and I acknowledge
#4.1	Contractor They must be able to accept Class B Biosolids that have been approved for land application that have been De-watered press cake to an avg. 16% Total Solids content.	I agree and I acknowledge
#5	City will deliver the biosolids to the Contractor's facility – no pickup requirements are needed.	I agree and I acknowledge
#6	Quantities shown are estimates only and are not guaranteed.	I agree and I acknowledge
#6.1	Annually it is estimated that there would be 20 days, more or less, in which the City would need to dispose of Biosolids at Contractor's facility. During each one of these days, it is estimated that 30 wet-tons, more or less, of Biosolids would need to be disposed of. Based on this information, an annual estimate 600 wet-tons, more or less, would need to be disposed of.	I don't agree and I don't acknowledge
#6.2	Payment would only be made for the actual wet-tons of Biosolids the City delivers to the Contractor's for disposal. Contractor must have the ability to weigh and provide a weight slip at the time of each delivery made by the City. Contractor will ensure a weigh ticket is provided to the City driver at the time of delivery.	I agree and I acknowledge
#6.4	INVOICING Invoices must be submitted to the applicable City Department within 30 days of receiving deliveries. Invoices shall state the actual wet-tons of Biosolids that was delivered to Contractor's facility for disposal. Payment of invoices shall be accompanied by copies of weight slips accompanying invoices. Original invoices are required and shall not be approved for payment until required support is provided.	I agree and I acknowledge
#7	Stated days of the week, and time frames in which deliveries could be received.	Monday thru Friday 7:30 am - 3:30 pm
#8	Successful Proposal will designate a representative who will be available during regular City business hours to serve as a primary contact for the City. Enter representative's name, phone number, and email address	Scott Deatherage 509-939-6063 scottd@barr-tech.net
#9	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.	I agree and I acknowledge
#10	Any contract(s) awarded shall not be exclusive to the winning bidder. The City reserves the right to choose more than one Contractor.	I agree and I acknowledge

#11	If you took exception to #1 through #10 above, explain in detail.	Under section 6.1 Barr-Tech will do it's best to accommodate but Barr-Tech is not open to the public so all biosolid deliveries and quantities must be preapproved and scheduled with Barr-Tech Management prior to delivery and with as much notice as possible. Barr-Tech is a processing facility and is limited by it's daily /weekly processing capability.
PRICING		
#1	The price listed on the pricing page of this project is tendered as an offer to receive and disposed of biosolids at contractor's facility.	I agree and I acknowledge
#1.1	UNIT PRICE: Should not include tax.	I agree and I acknowledge
#1.2	SALES TAX: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions will be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax	I agree and I acknowledge
#2	PRICING - FIRM FIX PRICE: Pricing submitted shall be firm throughout the first year of the contract period. Price increases can be requested at the anniversary date of the contract. Any proposed price increases must be fully-documented and justified by the Contractor. Adjustments to pricing shall be to not produce a higher profit margin than that on the original contract, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. The City of Spokane reserves the right to cancel the contract if the escalation of price is not advantageous to the City.	I agree and I acknowledge
#3	PRICE DECREASES: During the contract period, any price decreases obtained by Contractor shall be reflected in a contract price reduction to the Purchaser retroactive to the Contractor's effective date.	I agree and I acknowledge
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		

#1

Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. \*\*\*Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.

Exception to Terms and Conditions.doc

## Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Annual Estimated Quantities								
	#1	Cost per-wet-ton for contractor to dispose of Biosolids the City deliverers to Contractor's facility. Annual quantity of 600 wet-tons is an estimate only and not guaranteed. Payment would only be made for actual wet-tons. Pricing Should Not Include Tax. Enter Price Per Wet-Ton.	Base	Price Per Each Wet-Ton	600.00	\$60.00	\$36,000.00	sixty dollars per wet ton
<b>Total Base Bid</b>	\$36,000.00							



#### EXCEPTION TO TERMS AND CONDITION

The Request for Proposal (RFQ) requires that the contractor accept biosolids from the City "as needed". Barr-Tech is a permitted "Solid Waste Facility" permitted to handle biosolids, we are not a biosolids disposal site open to the public. We operate a co-compost manufacturing facility where biosolids are mixed, at specific ratios, with other organic waste materials. The mix is then placed into a 45-day process that in the end produces a specific finished compost product ready for market. Because, we have limited space and no ability to store biosolids prior to our mixing process, we are somewhat limited to the volume of biosolids material that we can receive on any given day. However, on most days we could receive the additional 30 tons of biosolids requested in the RFQ without affecting our operation, but we do not have limited capacity to do so.

Our request is that the City give us as much advance notice as possible (preferably 1-3 days prior to delivery) in order that we may plan accordingly.



**Agenda Sheet for City Council Meeting of:**  
07/18/2022

<b>Date Rec'd</b>	6/28/2022
<b>Clerk's File #</b>	OPR 2022-0527
<b>Renews #</b>	

<b>Submitting Dept</b>	WASTEWATER MANAGEMENT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	MIKE CANNON 625-4642	<b>Project #</b>	
<b>Contact E-Mail</b>	MCANNON@SPOKANECITY.ORG	<b>Bid #</b>	RFQ5681-22
<b>Agenda Item Type</b>	Purchase w/o Contract	<b>Requisition #</b>	VALUE BLANKET
<b>Agenda Item Name</b>	4320 BIOSOLIDS DISPOSAL AWARDS - BOULDER PARK INC.		

**Agenda Wording**

Consent to award biosolids disposal contract to Boulder Park Inc. from RFQ 5681-22. This is a multi-contract award. The total combined amount of both contracts will not exceed \$300,000 over a five (5) year period between Boulder Park and Barr-Tech.

**Summary (Background)**

Biosolids are a sustainable resource that contain beneficial nutrients and organic matter. Created from the wastewater treatment process, biosolids are the cleaned and stablized solids portion that is removed from the water and treated to meet DOE and EPA biosolids land application standards. Typically, (RPWRF) have pre-arranged farms that are authorized to accept our Biosolids. Due to regulatory changes that have decreased the amount of biosolids authorized for land application as well as...

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

**Budget Account**

Expense	\$ \$5,000.00	# 4320.30210.35141.54703
Select	\$	#
Select	\$	#
Select	\$	#

**Approvals**

**Council Notifications**

<b><u>Dept Head</u></b>	GENNETT, RAYLENE	<b><u>Study Session\Other</u></b>	PIES 6/27/22
<b><u>Division Director</u></b>	FEIST, MARLENE	<b><u>Council Sponsor</u></b>	CM Kinnear

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List**

**Legal**

SCHOEDEL, ELIZABETH

hbarnhart@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

kkeck@spokanecity.org

**Additional Approvals**

mhughes@spokanecity.org

**Purchasing**

PRINCE, THEA

Tax & Licenses

karrington@spokanecity.org



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

**Agenda Wording**

**Summary (Background)**

increased production from the startup of the new membrane facility there are currently no available sites for biosolids land application. RPWRF staff are already well into the process of adding new land to the program to accomidate the lower application rates and higher production. Unfortunately, at this time an alternative disposal option for biosolids is needed to increase the time until new sites become available. Boulder Park, Inc. and Barr-Tech are the only two responsive and responsible bidders that are authorized by the Department of Ecology to accept Class B Biosolids that have been approved for land application that has been de-watered into a pressed cake that has an average 16% Total Solids content. Barr-Tech will be contacted first, in the event company does not have capacity to meet City's request, City will contract with Boulder Park Inc.

**Fiscal Impact**

Select \$

Select \$

**Budget Account**

#

#

**Distribution List**


## Committee Agenda Sheet


### Public Infrastructure, Environment & Sustainability

<b>Submitting Department</b>	Public Works & Utilities - Riverside Park Water Reclamation Facility
<b>Contact Name &amp; Phone</b>	Mike Cannon, Plant Manager 625-4642
<b>Contact Email</b>	mcannon@spokanecity.org
<b>Council Sponsor(s)</b>	CM Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: _____
<b>Agenda Item Name</b>	Biosolids Disposal Value Blanket with Boulder Park, Inc.
<b>Summary (Background)</b>	<p>RFQ 5681-22 was issued to enable multiple awards to give City flexibility to select from among award Contractors.</p> <p>The total combined amount of both contracts will not exceed \$300,000.00 over a period of 5 years.</p> <p>Biosolids are a sustainable resource that contain beneficial nutrients and organic matter. Created from the wastewater treatment process, biosolids are the cleaned and stabilized solids portion that is removed from the water and treated to meet DOE and EPA biosolids land application standards.</p> <p>Typically, the Riverside Park Water Reclamation Facility (RPWRF) have pre-arranged farms that are authorized to accept our Biosolids. Due to regulatory changes that have decreased the amount of biosolids authorized for land application as well as increased production from the startup of the new membrane facility there are currently no available sites for biosolids land application. RPWRF staff are already well into the process of adding new land to the program to accommodate the lower application rates and higher production. Unfortunately, at this time an alternative disposal option for biosolids is needed to increase the time until new sites become available.</p> <p>Boulder Park, Inc. and Barr-Tech are the only two responsive and responsible bidders that are authorized by the Department of Ecology to accept Class B Biosolids that have been approved for land application that has been de-watered into a pressed cake that has an average 16% Total Solids content.</p> <p>Barr-Tech will be contacted first, in the event company does not have capacity to meet City's request, City will contract with Boulder Park Inc.</p>
<b>Proposed Council Action &amp; Date:</b>	Council Consent Agenda July 18, 2022
<b>Fiscal Impact:</b> Total Cost: \$5,000.00 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: Department  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	

<b>Operations Impacts</b>
What impacts would the proposal have on historically excluded communities? N/A
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This aligns with the City's Purchasing policy.





<div><div><div>CITY OF SPOKANE</div><div></div></div><div>Purchasing</div></div>		Barr-Tech		Boulder Park Inc	
CITY OF SPOKANE - Wastewater Management 4320 - Riverside Park Water Reclamation Facility (RPWRF) PHONE 509 625 6527					
RFQ 5681-22 Disposal of Biosolids, At Contractor's Facility As Needed. Contractor's Facility Has To Be Dept of Ecology Approved					
Item	Annual Estimated Wet-Tons More Or Less	Unit Price Per Wet Ton	Extended Annual Price	Unit Price Per Wet Ton	Extended Annual Price
Cost per-wet-ton for contractor to dispose of Biosolids the City deliverers to Contractor's facility. Annual quantity of 600 wet-tons is an estimate only and not guaranteed. Payment would only be made for actual wet-tons. Pricing Should Not Include Tax. Enter Price Per Wet-Ton.	600	\$60.00	\$36,000.00	\$15.99	\$9,594.00
Subtotal		\$36,000.00		\$9,594.00	
Estimated Sales Tax **or** USE Tax Amount to be incurred based on Tax Rate of 9%		\$3,240.00		\$863.46	
Extended Annual Total		\$39,240.00		\$10,457.46	
		NOTE:			
		Barr-Tech Noted Exceptions			

**Bid Response Summary**

**Bid Number** RFQ 5681-22  
**Bid Title** Disposal Of Biosolids, At Contractor's Facility- As Needed. Contractor's Facility Has To Be Department of Ecology Approved  
**Due Date** Friday, June 17, 2022 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Open for Bidding  
**Company** Boulder Park Inc  
**Submitted By** David Ruud - Wednesday, June 15, 2022 4:21:19 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 RUUDBPI@AOL.COM 5096831142

**Comments****Question Responses**

Group	Reference Number	Question	Response
Default Item Group			
	#1	ADDENDA. Indicated how many Addenda bidder acknowledges receipt of.	0
BACKGROUND			
	#1	The City of Spokane is initiating this request for quotes to solicit Bids from Contractors to received and dispose of Biosolids as-needed, at Contractor's facility.	I agree and I acknowledge
	#2	Resulting Contract would result in Value Blanket for a five-year period, to allow City to delivery biosolids to Contractor's facility for disposal as needed. The City does not bind itself to quantities stipulated in the proposal as estimates. The quantities and are given for the purpose of comparing bids on a uniform basis. Payment will be made only for actual quantities delivered for disposal, whether greater or less than the stated amounts. Quantities listed on proposal are based on a one (1) year estimate.	I agree and I acknowledge
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 9:00 a.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	I agree and I acknowledge
INTERPRETATION			

#1	INTERPRETATION If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF QUOTES		
#1	WITHDRAWAL OF QUOTES Bidders may withdraw Quote prior to the scheduled Quote due date and time. Unless otherwise specified, no Quotes may be withdrawn for a minimum of sixty (60) calendar days after the due date.	I agree and I acknowledge
EVALUATION OF QUOTES		
#1	EVALUATION OF QUOTES Evaluation of Quotes shall be based upon the following criteria, where applicable.	I agree and I acknowledge
#2	The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser.	I agree and I acknowledge
#3	The quality of the items quoted, their conformity to specifications and the purpose for which they are required.	I agree and I acknowledge
#4	The Bidder's ability to provide prompt and efficient service and/or delivery.	I agree and I acknowledge
#5	The character, integrity, reputation, judgment, experience and efficiency of the Bidder.	I agree and I acknowledge
#6	The quality of performance of previous contracts or services.	I agree and I acknowledge
#7	The previous and existing compliance by the Bidder with the laws relating to the contract or services.	I agree and I acknowledge
#8	Uniformity or interchangeability.	I agree and I acknowledge
#9	The energy efficiency of the product throughout its life.	I agree and I acknowledge
#10	Any other information having a bearing on the decision to award the contract.	I agree and I acknowledge
QUOTING ERRORS		
#1	QUOTING ERRORS. When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.	I agree and I acknowledge

REJECTION OF QUOTES			
#1	REJECTION OF QUOTES The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.	I agree and I acknowledge	
AWARD OF CONTRACT			
#1	Award of contract, when made by the City, will be to the Bidder whose Quote is the most favorable to the City, taking into consideration price and the other evaluation factors. The City may choose from more than one vendor. Unsuccessful Contractors will not automatically be notified of results.	I agree and I acknowledge	
PAYMENT TERMS			
#1	Supplier acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I agree and I acknowledge	
#2	Supplier agrees to accept payment by Credit Card with no additional charges/fees	No	
BIDDER INFORMATION			
#1	Company Name	Boulder Park Inc	
#2	Please provide Name, Telephone Number & e-mail address of person who is preparing the response to this Invitation to Bid.	David K. Ruud (509) 683-1142 RUUDBPI@AOL.COM	
#3	Person acknowledges Contractor will comply with all instructions, terms, and conditions of this RFQ, to receive and dispose of Biosolids as-needed, at Contractor's facility at prices stated.	I agree and I acknowledge	
#3.1	Bidder accepts has read and acknowledges compliance with Terms and Conditions. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I agree and I acknowledge	
#4	Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City.	Leroy Thomsen (509) 683-1142 RUUDBPI@AOL.COM	
ORGANIZATION			
#1	Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation	

CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT		
#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier 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 supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	I agree and I acknowledge
#2	City of Spokane Business Registration Number	91-1624897
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE		
#1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	I agree and I acknowledge
#2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	I agree and I acknowledge
#3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.	I agree and I acknowledge
#4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I agree and I acknowledge
MINORITY BUSINESS ENTERPRISE		
#1	Vendor (is____, is not ____ ) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS		

#1	Vendor (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	I Certify No Agreement Was Entered
INTERLOCAL PURCHASE AGREEMENTS		
#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
DEFINITIONS		
#1	Bidder - one who submits a bid.	I agree and I acknowledge
#2	Contractor - Bidder to whom contract or purchase order is awarded.	I agree and I acknowledge
#3	Purchaser - City of Spokane and other government agencies (Pursuant to RCW 39.34).	I agree and I acknowledge
#4	Until Further Notice - Any time in excess of sixty (60) days from bid due date.	I agree and I acknowledge
ACCEPTANCE PERIOD		
#1	Bidders must provide a minimum of sixty (60) Calendar Days for acceptance by the City from the due date for receipt of Bids.	I agree and I acknowledge
CONTRACT PERIOD		
#1	The contract term shall be for a period of five (5) years and is expected to begin on or about July 1, 2022. Total contract period not to exceed five (5) years.	I agree and I acknowledge
DISCOUNT PERCENTAGES		
#1	Discount percentages offered will remain unchanged throughout the life of the contract.	I agree and I acknowledge

SPECIFICATIONS - GENERAL INSTRUCTIONS			
	#1	These specifications will establish minimum acceptable requirements attempting to take advantage of latest developments.	Yes
	#2	Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
SPECIFICATIONS - SPECIAL INSTRUCTIONS			
	#1	The following specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the bid.	Yes
	#2	It shall be the Vendor's responsibility to conform to all Federal Standards for certification.	I agree and I acknowledge
	#3	Biosolids has been deemed biosolids instead of waste because the material goes through a digester.	I agree and I acknowledge
	#4	Contractor must have the authority to accept Class B Biosolids as authorized by Washington state Department of Ecology.	I agree and I acknowledge
	#4.1	Contractor They must be able to accept Class B Biosolids that have been approved for land application that have been De-watered press cake to an avg. 16% Total Solids content.	I agree and I acknowledge
	#5	City will deliver the biosolids to the Contractor's facility – no pickup requirements are needed.	I agree and I acknowledge
	#6	Quantities shown are estimates only and are not guaranteed.	I agree and I acknowledge
	#6.1	Annually it is estimated that there would be 20 days, more or less, in which the City would need to dispose of Biosolids at Contractor's facility. During each one of these days, it is estimated that 30 wet-tons, more or less, of Biosolids would need to be disposed of. Based on this information, an annual estimate 600 wet-tons, more or less, would need to be disposed of.	I agree and I acknowledge
	#6.2	Payment would only be made for the actual wet-tons of Biosolids the City delivers to the Contractor's for disposal. Contractor must have the ability to weigh and provide a weight slip at the time of each delivery made by the City. Contractor will ensure a weigh ticket is provided to the City driver at the time of delivery.	I agree and I acknowledge
	#6.4	INVOICING Invoices must be submitted to the applicable City Department within 30 days of receiving deliveries. Invoices shall state the actual wet-tons of Biosolids that was delivered to Contractor's facility for disposal. Payment of invoices shall be accompanied by copies of weight slips accompanying invoices. Original invoices are required and shall not be approved for payment until required support is provided.	I agree and I acknowledge
	#7	Stated days of the week, and time frames in which deliveries could be received.	7 days per week 7AM - 6PM

#8	Successful Proposal will designate a representative who will be available during regular City business hours to serve as a primary contact for the City. Enter representative's name, phone number, and email address	David k. Ruud (509) 683 -1142 RUUDBPI@AOL.COM
#9	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.	I agree and I acknowledge
#10	Any contract(s) awarded shall not be exclusive to the winning bidder. The City reserves the right to choose more than one Contractor.	I agree and I acknowledge
#11	If you took exception to #1 through #10 above, explain in detail.	
PRICING		
#1	The price listed on the pricing page of this project is tendered as an offer to receive and disposed of biosolids at contractor's facility.	I agree and I acknowledge
#1.1	UNIT PRICE: Should not include tax.	I agree and I acknowledge
#1.2	SALES TAX: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions will be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax	I agree and I acknowledge
#2	PRICING - FIRM FIX PRICE: Pricing submitted shall be firm throughout the first year of the contract period. Price increases can be requested at the anniversary date of the contract. Any proposed price increases must be fully-documented and justified by the Contractor. Adjustments to pricing shall be to not produce a higher profit margin than that on the original contract, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. The City of Spokane reserves the right to cancel the contract if the escalation of price is not advantageous to the City.	I agree and I acknowledge
#3	PRICE DECREASES: During the contract period, any price decreases obtained by Contractor shall be reflected in a contract price reduction to the Purchaser retroactive to the Contractor's effective date.	I agree and I acknowledge
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
#1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	



**Pricing Responses**

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Annual Estimated Quantities								
	#1	Cost per-wet-ton for contractor to dispose of Biosolids the City deliverers to Contractor's facility. Annual quantity of 600 wet-tons is an estimate only and not guaranteed. Payment would only be made for actual wet-tons. Pricing Should Not Include Tax. Enter Price Per Wet-Ton.	Base	Price Per Each Wet-Ton	600.00	\$15.99	\$9,594.00	fifteen dollars and ninety-nine cents
<b>Total Base Bid</b>	\$9,594.00							



**Agenda Sheet for City Council Meeting of:**  
07/18/2022

<b><u>Date Rec'd</u></b>	6/28/2022
<b><u>Clerk's File #</u></b>	OPR 2022-0528
<b><u>Renews #</u></b>	

<b><u>Submitting Dept</u></b>	WASTEWATER MANAGEMENT	<b><u>Cross Ref #</u></b>	
<b><u>Contact Name/Phone</u></b>	MIKE CANNON 625-4642	<b><u>Project #</u></b>	
<b><u>Contact E-Mail</u></b>	MCANNON@SPOKANECITY.ORG	<b><u>Bid #</u></b>	IPWQ 5653-22
<b><u>Agenda Item Type</u></b>	Contract Item	<b><u>Requisition #</u></b>	
<b><u>Agenda Item Name</u></b>	4320 PLANT WATER 2 PUMP INSTALLATION - POWER CITY ELECTRIC, INC.		

**Agenda Wording**

Consent as part of the NLT Project, phase 2 - in order to avoid operational deficiencies in water supply, we need to install and additional plant water 2 pump.

**Summary (Background)**

This was sent out as an IPWQ (#5653-22). Power City Electric, Inc. was the only responsive, responsible BID received. They will install electrical service and control equipment for an additional plant water 2 pump (300gpm Cornell 2YH) in the RPWRF pump gallery with McClintock & Turk, Inc. as the subcontractor who will provide and install the new pump, associated valves and piping.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Expense	\$ \$270,865.00	<b><u>Budget Account</u></b>	# 4320.43387.94350.56501
Select	\$		#
Select	\$		#
Select	\$		#

**Approvals**

<b><u>Dept Head</u></b>	GENNETT, RAYLENE
<b><u>Division Director</u></b>	FEIST, MARLENE
<b><u>Finance</u></b>	ALBIN-MOORE, ANGELA
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Council Notifications**

<b><u>Study Session\Other</u></b>	PIES 6/27/22
<b><u>Council Sponsor</u></b>	CM Kinnear

**Distribution List**

<b><u>Additional Approvals</u></b>	mhughes@spokanecity.org
<b><u>Purchasing</u></b>	Tax & Licenses
	fbrown@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability

<b>Submitting Department</b>	Public Works & Utilities - Riverside Park Water Reclamation Facility
<b>Contact Name &amp; Phone</b>	Fred Brown 625-6307
<b>Contact Email</b>	fbrown@spokanecity.org
<b>Council Sponsor(s)</b>	CM Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: _____
<b>Agenda Item Name</b>	Plant Water 2 Pump Installation Modifications
<b>Summary (Background)</b>	<p>As part of the NLT Project, phase 2 - in order to avoid operational deficiencies in water supply, we need to install an additional plant water 2 pump.</p> <p>This was sent out as an IPWQ (#5653-22). Power City Electric, Inc. was the only responsive, responsible BID received.</p> <p>They will install electrical service and control equipment for an additional plant water 2 pump (300gpm Cornell 2YH) in the RPWRF pump gallery with McClintock &amp; Turk, Inc. as the subcontractor who will provide and install the new pump, associated valves and piping.</p>
<b>Proposed Council Action &amp; Date:</b>	Council Consent Agenda July 18, 2022
<b>Fiscal Impact:</b> Total Cost: \$270,865.00 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: Department  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	

<b>Operations Impacts</b>
What impacts would the proposal have on historically excluded communities? N/A
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This has been awarded through the City of Spokane's Purchasing Policy and Capital Improvement Program.



**City of Spokane**

**PUBLIC WORKS AGREEMENT**

Title: **INSTALLATION OF NEW WATER PUMP**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **POWER CITY ELECTRIC, INC.**, whose address is 3327 East Olive Avenue, Spokane, Washington 99202 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Contract is to perform the Installation of New Water Pump at Pumping Gallery at the Riverside Park Reclamation Facility; and*

*WHEREAS, the Contractor was selected through IPWQ 5653-22 issues by the City.*

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

**1. TERM OF CONTRACT.**

The term of this Contract begins on July 1, 2022, and ends on December 31, 2022, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

The Contractor 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 Contract shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

**3. SCOPE OF WORK.**

The Contractor's General Scope of Work for this Contract is described in their Bid Response, which is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Installation of New Water Pump at Pumping Gallery at the Riverside Park Reclamation Facility** and the associated Scope of Work and the specifications referenced therein.

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

#### **4. COMPENSATION / PAYMENT.**

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **TWO HUNDRED SEVENTY THOUSAND EIGHT HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$270,865.00)**, including tax unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 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.

The Contractor will send its applications for payment to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939. All invoices should include the City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice.

**Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

#### **5. CONTRACT DOCUMENTS.**

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

#### **6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.**

The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

#### **7. STATE PREVAILING WAGES.**

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in

accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

#### **8. BONDS.**

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a payment bond and performance bond on the forms attached, equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

#### **9. PUBLIC WORKS REQUIREMENTS.**

The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

#### **10. TAXES, FEES AND LICENSES.**

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

#### **11. CITY OF SPOKANE BUSINESS LICENSE.**

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

#### **12. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

### **13. DEBARMENT AND SUSPENSION.**

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

### **14. INDEMNIFICATION.**

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Contract.

### **15. INSURANCE.**

During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 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 Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

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



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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **16. SUBCONTRACTOR RESPONSIBILITY.**

A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
  - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

- d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

#### **17. INDEPENDENT CONTRACTOR.**

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

#### **18. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **19. TERMINATION.**

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

#### **20. STANDARD OF PERFORMANCE.**

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

#### **21. ANTI KICK-BACK.**

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

#### **22. CONSTRUAL.**

The Contractor acknowledges receipt of a copy of the Contract documents and agrees to comply with them. The silence or omission in the Contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

### 23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

### 24. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane in connection with this Agreement are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**POWER CITY ELETRIC, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title  
Attest:

\_\_\_\_\_  
Title  
Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Exhibit A – Debarment Certification  
Payment Bond  
Performance Bond  
Exhibit B - Contractor's Bid Response

**EXHIBIT A**

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

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

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

1. The lower tier contractor 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.

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

## PAYMENT BOND

We, **POWER CITY ELECTRIC, INC.**, as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED SEVENTY THOUSAND EIGHT HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$270,865.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **Installation of New Water Pump at Pumping Gallery at the Riverside Park Reclamation Facility**, If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_.

**POWER CITY ELECTRIC, INC.,**

AS PRINCIPAL

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_,  
AS SURETY

A valid POWER OF ATTORNEY  
for the Surety's agent must  
accompany this bond.

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON       )  
  ) ss.  
County of \_\_\_\_\_)

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on oath stated that he/she was  
authorized to sign the document and acknowledged it as the agent or representative of the  
named surety company which is authorized to do business in the State of Washington, for  
the uses and purposes therein mentioned.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My appointment expires \_\_\_\_\_

### **PERFORMANCE BOND**

We, **POWER CITY ELECTRIC, INC.**, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED SEVENTY THOUSAND EIGHT HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$270,865.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **Installation of New Water Pump at Pumping Gallery at the Riverside Park Reclamation Facility**, If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_

**POWER CITY ELECTRIC, INC.,**

AS PRINCIPAL

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_,  
AS SURETY

A valid POWER OF ATTORNEY  
for the Surety's agent must  
accompany this bond.

By: \_\_\_\_\_  
Its Attorney in Fact



STATE OF WASHINGTON                    )  
  ) ss.  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on oath stated that  
he/she was authorized to sign the document and acknowledged it as the agent or representative of  
the named Surety Company which is authorized to do business in the State of Washington, for the  
uses and purposes mentioned in this document.

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

## EXHIBIT B

## Bid Response Summary

**Bid Number** IPWQ 5653-22  
**Bid Title** Installation Of New Water Pump at Treatment Plant Pumping Gallery  
**Due Date** Monday, June 6, 2022 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Power City Electric, Inc.  
**Submitted By** Linda Hahn - Monday, June 6, 2022 11:46:08 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 LHahn@powercityelectric.com 509-535-8500

**Comments**

### Question Responses

Group	Reference Number	Question	Response
SECTION I. QUOTE PREPARATION AND EVALUATION			
	1. QUOTE PREPARATION	Quotes shall be prepared electronically through the City's ProcureWare site.	I acknowledge and agree
	2. SUBMISSION OF QUOTES	Quotes shall be submitted electronically through the City's ProcureWare site by 3:00 pm on	I acknowledge and agree
	3. CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Quote represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	4. QUALIFICATION	Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge and agree
	5. AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results.	I acknowledge and agree
	6. PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree

7. REJECTION OF QUOTES	<p>The City reserves the right to reject any or all Quotes, to waive minor deviations from the specifications, to waive minor informalities in the Quote process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Quotes, at the prices shown.</p>	I acknowledge and agree
8. REGISTERED CONTRACTOR	<p>The Contractor shall be a Washington State registered or licensed Contractor at time of Quote submittal.</p>	I acknowledge and agree
9. PUBLIC WORK REQUIREMENTS	<p>The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.</p>	I acknowledge and agree
10. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES	<p>Before award of a Public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.</p>	I acknowledge and agree

11. BUSINESS REGISTRATION REQUIREMENT	<p>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 business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the Vendor 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.</p>	I acknowledge and agree
MISCELLANEOUS DOCUMENTATION UPLOAD	Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.	
SECTION II. GENERAL REQUIREMENTS		
1. SCOPE OF WORK	Install an additional plant water 2 pump (300gpm Cornell 2YH) in the treatment plant pumping gallery to provide redundancy for operations. per the Specifications and Final Drawings located in the Documents area for this project.	I acknowledge and agree
a. EQUIPMENT DELIVERY TIMELINE	What is the delivery timeline for the equipment needed for this project?	Submittals 4-6 weeks; Delivery 28-32 weeks after approved submittals.
2. COMPLETION TIME	All Work under the contract shall be started after the equipment needed to complete the project has been received and completed within three (3) weeks.	I acknowledge and agree
3. LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount zero (0) for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.	I acknowledge and agree

4. INTENT OF SPECIFICATIONS	<p>The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.</p>	I acknowledge and agree
6. WASHINGTON STATE RETAIL SALES TAX	<p>A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.</p>	I acknowledge and agree
6. WASHINGTON STATE RETAIL SALES TAX	<p>B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.</p>	I acknowledge and agree
7. PERMITS	<p>Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.</p>	I acknowledge and agree
8. GUARANTY	<p>The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City.</p>	I acknowledge and agree

9. SUBCONTRACTORS	<p>The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.</p>	I acknowledge and agree
10. INSURANCE	<p>During the term of the Contract, ,the Contractor shall maintain in force at its own expense, the below insurance coverage(s):</p>	I acknowledge and agree
10. INSURANCE	<p>a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.</p>	I acknowledge and agree
10. INSURANCE	<p>b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the 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 the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$1,500,000.00 in order to meet the insurance coverages required under this Contract;</p>	I acknowledge and agree

10. INSURANCE	<p>c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and</p>	I acknowledge and agree
10. INSURANCE	<p>d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.</p>	I acknowledge and agree
10. INSURANCE	<p>There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.</p>	I acknowledge and agree



<p>11. PERFORMANCE BONDS</p>	<p>The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.</p>	<p>I acknowledge and agree</p>
<p>12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p>	<p>A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of RCW 39.12 and the rules and regulations of the Washington State Department of Labor and Industries (L&amp;I).</p>	<p>I acknowledge and I agree</p>
<p>12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p>	<p>B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:  <a href="https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/">https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/</a>  Based on the Quote submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is _____.</p>	<p>I acknowledge and I agree</p>

12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.	C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge and I agree
13. RETAINAGE	<p>Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work.</p> <p>Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:</p>	I acknowledge and I agree
13. RETAINAGE	<p>Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work.</p> <p>Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:</p>	I acknowledge and I agree

13. RETAINAGE	<p>a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&amp;I). b. On Contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor &amp; Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.</p>	I acknowledge and I agree
14. SUBCONTRACTORS	Fill out the Subcontractor List in the Documents tab and upload it here.	Subcontractor List under \$1M.pdf
BID		
BIDDER'S DECLARATION	<p>The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.</p>	I acknowledge and I agree
BID PRICE IS COMPLETE	<p>Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.</p>	I acknowledge and I agree
CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	POWERCE994BA
CONTRACTOR RESPONSIBILITY	U.B.I. Number	601766181
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	011 494 00 6
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	A15 6389 23
CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	T1202621BUS

CONTRACTOR RESPONSIBILITY	As of July 1, 2019, Contractor has fulfilled training requirements or is exempt from L&I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020	Yes
ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	N/A
MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of forty-five (45) calendar days after the stated submittal date.	I acknowledge and I agree
MISCELLANEOUS	For contracts up to \$150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	Yes
MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree
MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	Clint Reid, Project Manager Power City Electric, Inc. P.O. Box 2507 Spokane, WA 99220 CReid@powercityelectric.com (509) 319-5331
TERMS & CONDITIONS		



## SUBCONTRACTOR LIST

Riverside Park Water Reclamation Facility NLT Project – Phase 2  
**PROJECT NAME:** PW2 Modifications

**IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST** *(use additional pages if necessary):*

**CONTRACTOR/SUPPLIER** McClintock & Turk, Inc.

TYPE OF WORK/BID ITEM Provide & Install new pump and associated valves and piping

AMOUNT \$141,800.00

CONTRACTOR'S REGISTRATION NO. MC-CL-IT\*370NO

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

\_\_\_\_\_ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



# City of Spokane, Washington

## Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.

Project Name: Installation Of New Water Pump at Treatment Plant Pumping Gallery

Project # IPWQ #5653-22

### Part A: General Company Information

Company Name Power City Electric, Inc.

Address 3327 E. Olive Ave., Spokane, WA 99202

Contact Name and Title Clint Reid, Project Manager

Contact Phone (509) 319-5331

Contact E-mail CREid@powercityelectric.com

Years in business as a Prime Contractor 86

Years in business as a sub-contractor 86

Years in business under present Name 25

List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years N/A

Explain reason for name change(s) in the past five (5) years

### Part B: Work Experience

If the request for bids has project specific criteria, including work experience, list at least the requested number of projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project. **List three (3) similar projects in the last three (3) years.** (See attached Work Experience Forms)

### Part C: Performance Evaluation

Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?

☐ Yes ☒ No

If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.

### Part D: Record of Debarment / Disqualification


Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.

<b>Part E: Safety</b>
In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?
The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane WTEF. It is expected the contractor will have an EMR rating <1, OSHA recordable rate below industry average and no OSHA Violations for the past 3 years. NAICS CODE: 238210 (See attached Safety records)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Part F: Environmental</b>
In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
<b>Part G: Discrimination</b>
Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.
<b>Part H. Prevailing Wage</b>
In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.
<b>Part I. Claims Against Retainage and Bonds</b>
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.
<b>Part J. Termination for Cause</b>



Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.	
<b>Part K: Litigation</b>	
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.	
<b>Part L: Delinquent State Taxes</b>	
Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".	
<b>Part M: Subcontractor Responsibility</b>	
Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors. (See attached)	
<b>Signature</b>	
The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.	
Signature of Authorized Representative	Date
<div style="display: flex; align-items: center;"> <div style="flex: 1;"> <b>Dan Aga</b> </div> <div style="flex: 1; font-size: small; color: #ccc;">        Digitally signed by Dan Aga        DN: cn=Dan Aga, o=Power City Electric, Inc., ou,        email=DAGA@powercityelectric.com, c=US        Date: 2022.06.08 09:08:13 -07'00'     </div> </div>	June 7, 2022
Printed Name of Authorized Representative	Title
Dan Aga	President

## Attachment to Supplemental Bidder Responsibility Criteria

### Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.			
<b>PROJECT DETAIL</b>			
Bidder's Company Name Power City Electric, Inc.		Bidders Contact Name & Phone Number Joel Barbour (509) 999-4342	
Project Name City of Spokane Wastewater Facility Riverside Park Reclamation Facility Liquids Phase 2, Package A		Project Contract Number: 101700-002	
Project Owner City of Spokane		Project Location Spokane, WA	
Project Owner Contact Name & Title (Sub to GC)		Owner's Telephone Number	
Notice to Proceed Date 11/29/2010	Final Completion Date 6/2/2014	Awarded Contract Value \$986,845.00	Final Contract Price \$1,372,418.00 (due to addedscope)
Prime Contractor Name (If Not Bidder) Garco Construction, Inc.		Contractor Contact Name & Phone Number (If Not Bidder) Hollis Barnett (509) 535-4688	
Brief Project Description Completion of new electrical installation for a scrubber process and plant-wide modifications.			
Brief Summary of Technical Work Completed by Bidder, Including Any Relevant Details to Demonstrate Similar Experience and Any Required Experience Detailed in the Specifications  SCRUBBER BUILDING: Completion of new electrical installation for a scrubber process including all conduits, wire, cables, control cabinets for power, lighting, control, instruments, SCADA system/fiber optics, and fire alarm.  PLANT WIDE MODIFICATIONS: MCC modifications/additions throughout the entire facility; add/replace Distribution Switchgear including position switches for remote status indication; installation of new PLC cabinets as well as modifications to existing PLC systems; added instrumentation along with process integration; modifications to facility power and controls for existing digesters; temporary wiring installation to allow process to remain operational during all phases of construction while additions and modifications where completed.			

## Attachment to Supplemental Bidder Responsibility Criteria

### Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

<b>PROJECT DETAIL</b>			
Bidder's Company Name Power City Electric, Inc.		Bidders Contact Name & Phone Number Clint Reid (509) 319-5331	
Project Name Greenridge Water System and Booster Station Improvements Project		Project Contract Number:	
Project Owner Liberty Lake Water & Sewer		Project Location 15 N Greenridge Dr. Liberty Lake, WA	
Project Owner Contact Name & Title (Bidder sub to GC)		Owner's Telephone Number	
Notice to Proceed Date 5/20/20	Final Completion Date 9/1/21	Awarded Contract Value \$ 198,000.00	Final Contract Price \$ 224,443.66 (due to scope changes)
Prime Contractor Name (If Not Bidder) Halme Construction, Inc.		Contractor Contact Name & Phone Number (If Not Bidder) Marshall Sampson (509) 725-4200	
Brief Project Description Booster Station modifications- including new backup generator, VFDs, lighting, electrical equipment, and lighting.			
Brief Summary of Technical Work Completed by Bidder, Including Any Relevant Details to Demonstrate Similar Experience and Any Required Experience Detailed in the Specifications			

## Attachment to Supplemental Bidder Responsibility Criteria

### Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

<b>PROJECT DETAIL</b>			
Bidder's Company Name Power City Electric, Inc.		Bidders Contact Name & Phone Number Steve Gilbertz (509) 481-0465	
Project Name Marion Hay Pump Station		Project Contract Number: P10410	
Project Owner Spokane County		Project Location 10128 N College Rd. Spokane, WA	
Project Owner Contact Name & Title Bruce Price		Owner's Telephone Number (509) 477-2307	
Notice to Proceed Date 11/30/17	Final Completion Date 4/13/18	Awarded Contract Value \$ 210,427.00	Final Contract Price \$ 217,560.00
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Brief Project Description  MCC and drive swap out for sewer pump station			
Brief Summary of Technical Work Completed by Bidder, Including Any Relevant Details to Demonstrate Similar Experience and Any Required Experience Detailed in the Specifications  Replace Existing Control Panel with new Control Panel; Replace Existing Switchboard and MCC with new MCC; Add VFD for addition of a third Pump P302; Replace Existing Soft Start Controllers P303 & P304 with VFDs; Install Luminaires, Light Switch and unit Heater in Calcium Nitrate tank Storage Enclosures.			

## ...additional projects with relative experience



Wilsonville Wastewater Treatment Plant, Wilsonville, OR

**Design-build** assistance with the wastewater treatment facility renovation. Performed complete electrical renovation and expansion of the facility. Electrical Service was a 13.2 KV that consists of two (2) fused switches located within one (1) pad mount switch that feed respective utility transformers that serve the entire site. Provided all raceway, wire and terminations for a complete system in regards to **control and instrumentation /SCADA**.



Coeur d'Alene Wastewater Treatment Plant, Coeur d'Alene, ID

Providing a complete electrical renovation and expansion of the wastewater treatment facility, including construction of a new tertiary membrane filtration equipment building; construction of new mixing, aeration and membrane tanks; installation of a new Owner-furnished submerged membrane operating system; construction of a new secondary effluent transfer pumping station; modifications to an existing secondary control building; and modifications to an existing chemical systems center required for a completely operational system.



Spokane County Regional Water Reclamation Facility

Complete electrical installation for a new water treatment facility, including providing temporary power for new construction. Provided **design-build** assistance for new Spokane County Water Reclamation Facility. Provided electrical Service sized at 13.2KV @ 600 amps. Service entrance disconnect consisted on a main breaker pad mount unit that distributed 13.2 KV to four (4) utility transformers located throughout the site. Each transformer fed a building service entrance disconnect means. Also provided all raceway, wire and terminations for a complete system in regards to **control and instrumentation/SCADA**.



Lake Pend Oreille Water Treatment Plant

Performed all work necessary to complete the electrical work, electronic safety and security, instrumentation **and control for process systems (PIC's)**, including but not limited to temporary construction of power and demolition for electrical equipment and conduit. *DeviceNet™* protocol was utilized throughout the project.



**City of Spokane Wastewater Facility  
Riverside Park Reclamation Facility**

Provide and install conduit and wire for a new scrubber building at City of Spokane Waste Water Treatment Plant – Riverside Park Water Reclamation Facility. Provide power and lighting for new pilot buildings. EDF MCC Additions to the city's water reclamation facility. Other electrical installations for the City of Spokane Wastewater Facility, including but not limited to the following projects:

- Egg Shaped Digester Facility
- Chemical Disinfection Facility
- Plant-wide Pumping
- Digester Feed Trans.
- CSN Control Conduit
- AGI Material
- Labor
- Wastewater Valve Replacement
- Pilot Project
- Chlorine Basin Heat Trace
- Headworks Screening
- EDF MCC Additions
- WCD #127 Install Lights
- WCD #130 Purging Hubs
- WCD #133 Condensate Pumps
- Package A - New Scrubber Building
- Digester Piping Mods
- Small Projects
- Package B
- Package C

Havana Well Sta. Ph1  
LaRiviere, Inc.  
Spokane Valley, WA

Electrical for new well house with MV gear, generator, controls, fire alarm and misc. improvements.

WTP Chlorination /  
Dechlorination Project  
POW Contracting  
Othello, WA

New control panels and misc. electrical improvements including lighting and instrumentation

CF Industries  
Ritzville, WA

Raceways, conductors and motor control for load out pump motors and top load out electrical

Fairwood Pump Station  
Spokane County  
Spokane, WA

Electrical for new generator, transfer switch and MCC

Equalization Tank  
Garco Construction  
Spokane, WA

Spokane County Wastewater new equalization tank

Long Lake Access Rd  
Wm. Winkler Co.  
Tum Tum, WA

Procure and factory test ancillary electrical components; install and site test; pro-watch security system commissioning

Marion Hay Pump Sta.  
Spokane County  
Spokane, WA

MCC and drive swap out for sewer pump station

Cabinet Gorge Dam Cliff Face  
Conduit  
Clark Fork, ID

Run conduits up face of cliff

Cabinet Gorge Dam Festoon  
Avista Utilities MSC-6  
Clark Fork, ID

Intake Trash Rake Festoon System replacement at the Cabinet Gorge HED located in Clark Fork, Idaho

# Log of Work-Related Injuries and Illnesses

Year 2019

**U.S. Department of Labor**  
Occupational Safety and Health Administration

The logo of the U.S. Department of Labor, featuring a stylized diamond shape composed of concentric lines with a five-pointed star in the center.

Form approved OMB no. 1218-0176

Establishment name	POWER CITY ELECTRIC		
City	SPOKANE	State	WA

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Page 1 of 1

(1)	(2)	(3)	(4)	(5)	(6)
Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses



# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

Year 2019



U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0175

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>1</u>	<u>0</u>	<u>6</u>
(G)	(H)	(I)	(J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>4</u>	<u>7</u>
(K)	(L)

### Injury and Illness Types

Total number of...  
(M)

(1) Injury	<u>7</u>	(4) Poisoning	<u>0</u>
(2) Skin Disorder	<u>0</u>	(5) Hearing Loss	<u>0</u>
(3) Respiratory Condition	<u>0</u>	(6) All Other Illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

### Establishment information

Your establishment name POWER CITY ELECTRIC

Street 3327 E OLIVE AVE

City SPOKANE State WA Zip 99202

Industry description (e.g., Manufacture of motor truck trailers)  
ELECTRICAL CONTRACTOR

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

1 7 3 1

### Employment information

Annual average number of employees 178

Total hours worked by all employees last year 346330

### Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]  
Company executive

509-535-8500  
Phone

CFO  
Title

1-8-20  
Date

State of Washington  
Department of Labor and Industries  
PO Box 44140  
Olympia WA 98504-4140

THIS IS  
NOT A  
BILL

12-10-19

Policyholder  
  
POWER CITY ELECTRIC INC  
ATTN COLIN THOMPSON  
PO BOX 2507  
SPOKANE WA 99220

Rate Notice: WA Workers' Compensation

Effective Date:	Experience Factor <sup>1</sup> :
January 1, 2020	0.8901
Experience Period:	
July 1, 2015 - June 30, 2018	
WA Unified Business Identifier (UBI):	
601 766 181	
L&I Account ID:	PAC Number:
591,819-08	38065134
Account Manager:	
STEPHEN TASSONI (360) 902-4819	

What went into calculating your 2020 workers' comp rates?

1. Change in L&I average 'base' rate: 0.8% average rate decrease for 2020; rates specific to your industry can be found on our website at [lni.wa.gov](http://lni.wa.gov)
2. Changes in industry costs: Changes in claim costs compared to premiums collected for your industry ('risk class') in which some or all of your employees worked.
3. Your Experience Factor: Based on the medical, wage replacement and disability benefit costs for worker claims on your account, during the experience period listed above.

Find 12 tools to enhance safety and control costs at [www.Lni.wa.gov/ControlMyRates](http://www.Lni.wa.gov/ControlMyRates).

Pay your premiums online: [www.QuarterlyReports.Lni.wa.gov](http://www.QuarterlyReports.Lni.wa.gov)

Need help understanding this notice? Call your account manager at the phone number shown above.

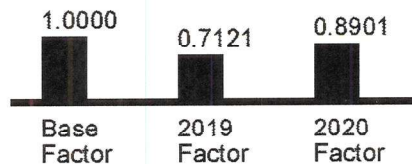
Have a payroll service?

Send them a copy of this notice.

Class Code	Class Code Description	Accident Fund (AF) <sup>1</sup>	Medical Aid Fund (MA) <sup>2</sup>	Stay at Work Program <sup>3</sup>	Supp. Pension Fund (SP) <sup>5</sup>	Hourly* Employer Contribution	Hourly* + Employee Withholding	= Your Total Hourly* Rate [(1+2+3)x4]+5
0107-00	Utility line const:Underground	1.4172	0.5720	0.0219	0.1225	\$1.58705	\$0.32555	\$1.9126
0219-00	Highway Light/Sign Inst NOC	1.2500	0.5074	0.0193	0.1225	\$1.40825	\$0.29565	\$1.7039
0509-02	OVHD Elec Trans Lines Erect	1.3904	0.4198	0.0217	0.1225	\$1.49535	\$0.25775	\$1.7531
0601-00	Elect Wire In Bldgs/Floodlight	0.6538	0.3184	0.0101	0.1225	\$0.78935	\$0.20745	\$0.9968
0608-04	Telephone Svc Prewire by Contr	0.6198	0.2319	0.0096	0.1225	\$0.72035	\$0.16875	\$0.8891
4900-00	Superint/Proj. Mgr - Const	0.1693	0.0732	0.0026	0.1225	\$0.24570	\$0.09500	\$0.3407
4904-00	Clerical Office NOC & Draftsmn	0.0202	0.0146	0.0003	0.1225	\$0.08580	\$0.06790	\$0.1537
4911-00	Construction Estimators	0.0756	0.0436	0.0012	0.1225	\$0.14850	\$0.08120	\$0.2297
5206-79	Contractors Perm Yard or Shop	0.5994	0.3085	0.0092	0.1225	\$0.73615	\$0.20265	\$0.9388

Your Rate Information

Your experience factor history:



This is the employer's contribution to workers' comp coverage.

Withhold this amount from employee pay for each hour\* they work. It is their contribution to workers' comp coverage.

On the Quarterly Report, the employer will multiply this number by the hours\* worked to calculate premiums.

What's an experience factor?  
See back for an explanation.



## What is workers' compensation insurance at L&I?

This insurance covers your employee if they are injured on the job or become ill because of the work they do.

## When will I need to use the information on this form?

This is not a bill. It is a notice containing your newest hourly\* rates and employee withholding for workers' compensation coverage. Begin applying these rates on the effective date listed.

## Rate Notice Definitions:

**Effective Date:** The day you begin applying the new rate to the hours\* your employees work.

**Experience Factor<sup>4</sup>:** New businesses\*\* begin with a base experience factor of 1.0000. After about 18 months in business, they will receive an experience factor, which may be lower or higher, based on their experience with claims and hours\* reported. The experience factor may change if a business has been purchased or sold.

**Experience Period:** L&I used claims during this three-year rating period to establish your experience factor.

**Claim-Free Discount:** A lower rate for employers who have no claims involving time-loss or disability benefits in their three-year experience period. Discounts may range from 10 to more than 40 percent of the classification's Accident Fund, Medical Aid Fund, and Stay at Work Program base rates, depending on the size of the firm. Example: If your experience factor is .6900, then your claim-free discount is 31 percent.

**Class Code and Description:** This indicates the nature of the business. Different classes carry different risks of employee injury or illness and have different hourly\* workers' compensation rates.

**Accident Fund (AF<sup>1</sup>):** The portion of the base rate used to pay lost wages and disability awards to injured workers and benefits to survivors of fatally injured workers.

**Medical Aid Fund (MA<sup>2</sup>):** The portion of the base rate used to pay for the treatment of injured employees.

**Stay at Work Program<sup>3</sup>:** The portion of the base rate used to reimburse employers who provide light-duty or transitional work that allows an employee to continue working while recovering from an injury.

**Supplemental (Supp.) Pension Fund (SP<sup>5</sup>):** The portion of the base rate that supports cost-of-living increases to injured workers with extended disability benefits.

**Hourly\* Employer Contribution:** The amount per hour\* you contribute to your firm's workers' compensation premiums.

**Hourly\* Employee Withholding:** The amount per hour\* you withhold from the employee's paycheck as his/her portion of workers' compensation premiums. (Formula below.)

**Your Total Hourly\* Rate:** The amount you pay for each hour\* worked. Hourly Employer Contribution + Employee Withholding = Total hourly\* rate you pay L&I.

## How does L&I calculate my rates and employee withholdings?

Check the columns on the reverse side. Then apply these formulas:

$$\begin{aligned}\text{Hourly* Employer Contribution} &= \text{Your Total Hourly* Rate} - \text{Hourly* Employee Withholding} \\ \text{Hourly* Employee Withholding} &= \left[ \left( \text{MA}^2 + \text{Stay at Work Program}^3 \right) \times \text{Experience Factor}^4 \right] + \text{SP}^5 \text{ divided} \\ &\text{by 2} \\ \text{Your Total Hourly* Rate} &= \left[ \left( \text{AF}^1 + \text{MA}^2 + \text{Stay at Work Program}^3 \right) \times \text{Experience Factor}^4 \right] + \text{SP}^5\end{aligned}$$

\* Hours or units. (In a few industries, units rather than hours will apply throughout this notice.)

\*\* Did you purchase or sell all or part of an existing business? Call your account manager to find out how this will affect your experience factor.

For help controlling your workers' compensation costs, please go to [www.ControlMyCosts.Lni.wa.gov](http://www.ControlMyCosts.Lni.wa.gov).

# OSHA's Form 300 (Rev. 01/2004)

## Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2020



**U.S. Department of Labor**  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.6 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Power City Electric  
City Spokane State WA

Identify the person				Describe the case		Classify the case						Enter the number of days the injured or ill worker was:						Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Away From Work (days)		On job transfer or restriction (days)		(M) Check the "injury" column or choose one type of illness:									
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses						
						(G)	(H)	Job transfer or restriction	Other recordable cases									(I)	(J)	(K)	(L)	(1)	(2)
202001	Schuyler Weeks	JWW Electrician	8/10/20	Kaiser	Laceration to Forearm		0	0	X	0	0	X											
202002	Darren Orchard	Operator	8/27/20	Road work HWY 2	Hurt Right Foot		0	0	X	0	0	X											
<b>Page totals</b>						0	0	0	2	0	0	2	0	0	0	0	0						

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Injury (1)  
Skin Disorder (2)  
Respiratory Condition (3)  
Poisoning (4)  
Hearing Loss (5)  
All other illnesses (6)

# OSHA's Form 301

## Injuries and Illnesses Incident Report

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



U.S. Department of Labor  
Occupational Safety and Health Administration  
Form approved OMB no. 1218-0176

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by _____
Title _____
Phone _____ Date _____

### Information about the employee

- 1) Full Name \_\_\_\_\_
- 2) Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- 3) Date of birth \_\_\_\_\_
- 4) Date hired \_\_\_\_\_
- 5) ☐ Male  
☐ Female

### Information about the physician or other health care professional

- 6) Name of physician or other health care professional  
\_\_\_\_\_  
\_\_\_\_\_
- 7) If treatment was given away from the worksite, where was it given?  
Facility \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- 8) Was employee treated in an emergency room?  
☐ Yes  
☐ No
- 9) Was employee hospitalized overnight as an in-patient?  
☐ Yes  
☐ No

### Information about the case

- 10) Case number from the Log \_\_\_\_\_ (Transfer the case number from the Log after you record the case.)
- 11) Date of injury or illness \_\_\_\_\_
- 12) Time employee began work \_\_\_\_\_ AM/PM
- 13) Time of event \_\_\_\_\_ AM/PM ☐ Check if time cannot be determined  
\*Please do not include any personally identifiable information (PII) pertaining to worker(s) involved in the incident (e.g., no names, phone numbers, or SSNs) in the following fields.
- \*14) What was the employee doing just before the incident occurred? Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."  
\_\_\_\_\_
- \*15) What happened? Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."  
\_\_\_\_\_
- \*16) What was the injury or illness? Tell us the part of the body that was affected and how it was affected. Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."  
\_\_\_\_\_
- \*17) What object or substance directly harmed the employee? Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.  
\_\_\_\_\_
- 18) If the employee died, when did death occur? Date of death \_\_\_\_\_

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	2
(G)	(H)	(I)	(J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

### Injury and Illness Types

Total number of... (M)			
(1) Injury	2	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Year 2020



U.S. Department of Labor  
Occupational Safety and Health Administration  
Form approved OMB no. 1218-0176

### Establishment information

Your establishment name Power City Electric - Company Wide

Street 3327 E. Olive Ave.

City Spokane State WA Zip 99202

Industry description (e.g., Manufacture of motor truck trailers)  
Electrical Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 8 2 1 0

### Employment information

Annual average number of employees 117

Total hours worked by all employees last year 227,798

### Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]  
Company executive

CFO  
Title

509-535-8500

Phone

1/11/2021  
Date



P.O. Box 2507  
Spokane, WA 99220-2507  
Phone (509) 535-8500  
Fax (509) 535-4665

To whom it may concern:

March 5, 2021

Power City Electric's Washington State EMR rose from .8901 to 1.10 effective January 1<sup>st</sup> 2021. Many view an EMR above 1.0 to be an indication of a higher-than-average safety risk therefore it is necessary to explain precisely why that is not the case. For background, our EMR for the 5 years prior to 2021 were as follows:

2020-.8901  
2019-.7121  
2018-.8106  
2017-.7445  
2016-.8397

The increase in Power City's EMR is solely tied to one situation from August 2018 which accounts for 97% of our incurred Worker's Comp costs for 2018/19 Claim Year, and 65% of our incurred costs during the 3 year EMR calculation window.

In an attempt to provide employment to a retired 58 year-old Army Veteran, we agreed to give an opportunity to an electrician we would've otherwise not hired due a pre-existing condition with recent VA-provided knee (s) surgery. Because of this known knee issue, the job Foreman routinely checked in with this new employee several times a day and received no complaints of pain or other issues. As we've done for decades, all job-related injuries are required to be reported immediately and if necessary medical attention is promptly sought. It is an essential function of the foremen to be alert and responsive to any possible safety issues.

After 3 weeks of working for Power City and reporting daily to the foreman that he had not had any injuries or issues physically limiting his ability to work, the electrician informed our foreman that he now had an attorney and claimed to have torn his bicep on the first day of work 3 weeks earlier. Interestingly, the apprentice working with this electrician informed the foreman that the electrician stated earlier in the day that he had injured his arm over the weekend while moving a mattress at his home. As required, the foreman reported this to our Safety Department and investigation followed which did not find any proof of an injury to this worker other than his assertion that he'd suffered an injury 3 weeks earlier and failed to report that to his foreman. In our consultation with medical professionals it was determined that the pain of a torn bicep would've certainly been noticed and prohibited any employee from doing the physical tasks required of an electrician on an industrial or commercial jobsite which caused suspicion whether the claim was valid from the beginning.

For over two years we offered light duty employment to this electrician while he and his attorney continued to exploit and abuse the Workers Comp system. LNI approved two separate surgeries and months and months of time loss payments while he reported no progress in his recovery. All this despite any medical evidence that the injury was indeed work related nor were there any eyewitnesses to the alleged injury even though he was working in pairs almost exclusively for the three weeks and alleging he was working while injured. Power City appealed this claim all the way to the Superior Court but because the initial doctor said it could be "possible" that the injury happened at work the court was unwilling to intervene to overturn the validity of the claim.

Despite our appeals that the claim was fraudulent and not work related, he was finally declared to have a Permanent Partial Disability and awarded a \$25,000 settlement by LNI. The overall costs of his claim that LNI assigned against Power City was \$388,101 which included a reserve cost of over 6 years of time loss benefits! This reserve cost is grossly overstated and clearly in error and we're still seeking remedy for LNI to correct and adjust our EMR accordingly.

Unfortunately, due to Covid-related delays with his attorney, his claims manager and the court system, this claim was not officially closed until September, 2020. Had it been closed prior to July 1, 2020 as expected, the time loss payments would've reflected \$0 of future time loss. We have appealed to LNI to adjust this egregious overestimate of future time loss costs since there is no possible way for any future costs to be incurred now that the claim is officially closed and his Permanent Partial Disability payments have been issued.

If that fraudulent, disputed, mis-calculated claim were excluded, we calculate that our EMR for 2021 would be .82. PCE believes the circumstances are highly relevant and supports the fact that PCE has always been, and remains, a Safety First contractor.

Dan Aga  
President  
Power City Electric



State of Washington  
Department of Labor and Industries  
PO Box 44140  
Olympia WA 98504-4140

THIS IS  
NOT A  
BILL

12-09-20

Policyholder

POWER CITY ELECTRIC INC  
ATTN COLIN THOMPSON  
PO BOX 2507  
SPOKANE WA

99220

Effective Date:	Experience Factor <sup>4</sup> :
January 1, 2021	1.1019
Experience Period:	
July 1, 2016 - June 30, 2019	
WA Unified Business Identifier (UBI):	
601 766 181	
L&I Account ID:	PAC Number:
591,819-08	38065134
Account Manager:	
STEPHEN TASSONI	
(360)902-4819	

## What went into calculating your 2021 workers' comp rates?

1. Change in L&I average 'base' rate: 0.0% average rate change for 2021; rates specific to your industry can be found on our website at [lni.wa.gov](http://lni.wa.gov)
2. Changes in industry costs: Changes in claim costs compared to premiums collected for your industry ('risk class') in which some or all of your employees worked.
3. Your Experience Factor: Based on the medical, wage replacement and disability benefit costs for worker claims on your account, during the experience period listed above.

Find 12 tools to enhance safety and control costs at [www.Lni.wa.gov/ControlMyRates](http://www.Lni.wa.gov/ControlMyRates)

Pay your premiums online: [www.Lni.wa.gov/QuarterlyReports](http://www.Lni.wa.gov/QuarterlyReports)

Need help understanding this notice? Call your account manager at the phone number shown above.

Have a payroll service?

Send them a copy of this notice.

Class Code	Class Code Description	Accident Fund (AF) <sup>1</sup>	Medical Aid Fund (MA) <sup>2</sup>	Stay at Work Program <sup>3</sup>	Supp. Pension Fund (SP) <sup>5</sup>	Hourly* Employer Contribution	Hourly* Employee Withholding	= Your Total Hourly* Rate [(1+2+3)x4]+5
0107-00	Utility line const:Underground	1.3290	0.5180	0.0205	0.1372	\$1.82970	\$0.36530	\$2.1950
0219-00	Highway Light/Sign Inst NOC	1.1342	0.4335	0.0175	0.1372	\$1.56680	\$0.31710	\$1.8839
0509-02	OVHD Elec Trans Lines Erect	1.3773	0.3852	0.0215	0.1372	\$1.81035	\$0.29265	\$2.1030
0601-00	Elect Wire In Bldgs/Floodlight	0.6794	0.3013	0.0105	0.1372	\$0.98900	\$0.24040	\$1.2294
0608-04	Telephone Svc Prewire by Contr	0.6288	0.2096	0.0098	0.1372	\$0.88230	\$0.18950	\$1.0718
4900-00	Superint/Proj. Mgr - Const	0.1699	0.0701	0.0026	0.1372	\$0.29585	\$0.10865	\$0.4045
4904-00	Clerical Office NOC & Draftsmn	0.0193	0.0128	0.0003	0.1372	\$0.09710	\$0.07580	\$0.1729
4911-00	Construction Estimators	0.0814	0.0394	0.0012	0.1372	\$0.18065	\$0.09095	\$0.2716
5206-79	Contractors Perm Yard or Shop	0.6048	0.2932	0.0093	0.1372	\$0.90175	\$0.23525	\$1.1370

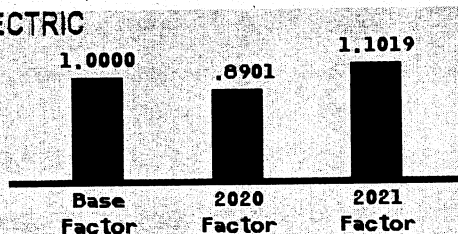
Your Rate Information

RECEIVED

DEC 09 2020

Your experience factor history:

What's an experience factor?  
See back for an explanation.



This is the employer's contribution to workers' comp coverage.

Withhold this amount from employee pay for each hour\* they work. It is their contribution to workers' comp coverage.

On the Quarterly Report, the employer will multiply this number by the hours\* worked to calculate premiums.

\* Hours or units.



# OSHA's Form 300A (Rev. 04/2004)

## Summary of Work-Related Injuries and Illnesses

**Note: You can type input into this form and save it.**  
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 21



U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>1</u>	<u>4</u>	<u>4</u>
(G)	(H)	(I)	(J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>13</u>	<u>173</u>
(K)	(L)

### Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	<u>9</u>	(4) Poisonings	<u>0</u>
(2) Skin disorders	<u>0</u>	(5) Hearing loss	<u>0</u>
(3) Respiratory conditions	<u>0</u>	(6) All other illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

### Establishment information

Your establishment name Power City Electric, Inc

Street 3327 East Olive Avenue

City Spokane State WA Zip 99202

Industry description (e.g., *Manufacture of motor truck trailers*)

Electrical Contractor

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 8 2 1 0

**Employment information** (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 195

Total hours worked by all employees last year 381,008.00

### Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature] Title President  
Company executive  
Phone 509-535-8500 Date 01/28/2022

Reset

OSHA's Form 300 (Rev. 04/2004)  
Log of Work-Related  
Injuries and Illnesses

**Note: You can type input into this form and save it.**  
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 21  
U.S. Department of Labor  
Occupational Safety and Health Administration  
Form approved OMD no. 1218-0176



**Please Record:**

- Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.
- Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.
- Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.

**Reminders:**

- Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.
- Feel free to use two lines for a single case if you need to.
- Complete the 5 steps for each case.

Establishment name Power City Electric, Inc  
City Spokane State WA

**Step 1. Identify the person**

**Step 2. Describe the case**

**Step 3. Classify the case**

**Step 4.**

**Step 5.**

SELECT ONLY ONE circle based on the most serious outcome:

**Remained at Work**

Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other record- able cases (J)
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Enter the number of days the injured or ill worker was:

Away from work (K)	On job transfer or restriction (L)
___ days	___ days
___ days	14 days
13 days	71 days
___ days	4 days
___ days	___ days
___ days	___ days
___ days	7 days
___ days	77 days
___ days	___ days
___ days	___ days

Select one column:

Illness					
(M)	(N)	(O)	(P)	(Q)	(R)
Injury	Skin disorder	Respiratory condition	Poisoning	Hearing loss	All other illnesses
(1)	(2)	(3)	(4)	(5)	(6)
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

<input type="button" value="Reset"/>	1	JONATHAN WIESE	WAREHOUSE	2 / 24	WAREHOUSE	CUT LEFT INDEX FINGER UNLOADING PALLET
<input type="button" value="Reset"/>	2	DEVIN OLSEN	ELECTRICIAN	3 / 29	AMAZON	PINCHED FINGER
<input type="button" value="Reset"/>	3	CHRIS CALVERT	ELECTRICIAN	3 / 31	AMAZON	RIGHT SHOULDER
<input type="button" value="Reset"/>	4	PHILLIP CARLSON	ELECTRICIAN	4 / 17	TC ROSALIA	L RIB STRAIN
<input type="button" value="Reset"/>	5	JEFF MULLEN	ELECTRICIAN	5 / 4	TC ATHOL	HEAD/BACK
<input type="button" value="Reset"/>	6	CHARLES HOPSON	ELECTRICIAN	5 / 11	AMAZON	LEF TOE SMASHED
<input type="button" value="Reset"/>	7	NADDEN SHAW	APPRENTICE	8 / 11	SELKIRK	L WRIST, FOREARM, HAND CAUGHT
<input type="button" value="Reset"/>	8	DENNIS FLOM	ELECTRICIAN	9 / 28	INLAND NW BEHAVIORIAL	R ELBOW PAIN
<input type="button" value="Reset"/>	9	CRAIG MOORE	ELECTRICIAN	11 / 1	VA WALLA WALLA	ELBOW PAIN
<input type="button" value="Reset"/>				/		

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Add a Form Page

Page totals

0 1 4 4 13 173 9 0 0 0 0 0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

235000992035660101100111

State of Washington  
Department of Labor and Industries  
PO Box 44140  
Olympia WA 98504-4140

THIS IS  
NOT A  
BILL

12-08-21

Policyholder

POWER CITY ELECTRIC INC  
ATTN COLIN THOMPSON  
PO BOX 2507  
SPOKANE WA

99220

## Rate Notice: WA Workers' Compensation

Effective Date:	Experience Factor <sup>4</sup> :
January 1, 2022	1.0133
Experience Period:	
July 1, 2017 - June 30, 2020	
WA Unified Business Identifier (UBI):	
601 766 181	
L&I Account ID:	PAC Number:
591,819-08	38065134
Account Manager:	
BRIANA NAVARRETE	
(360)902-6266	

## What went into calculating your 2022 workers' comp rates?

1. Change in L&I average 'base' rate: 3.1% average rate increase for 2022; rates specific to your industry can be found on our website at [lni.wa.gov](http://lni.wa.gov)
2. Changes in industry costs: Changes in claim costs compared to premiums collected for your industry ('risk class') in which some or all of your employees worked.
3. Your Experience Factor: Based on the medical, wage replacement and disability benefit costs for worker claims on your account, during the experience period listed above.

Find 12 tools to enhance safety and control costs at [www.Lni.wa.gov/ControlMyRates](http://www.Lni.wa.gov/ControlMyRates)

RECEIVED

DEC 14 2021

Pay your premiums online: [www.Lni.wa.gov/QuarterlyReports](http://www.Lni.wa.gov/QuarterlyReports)

Need help understanding this notice? Call your account manager at the phone number shown above.

POWER CITY ELECTRIC

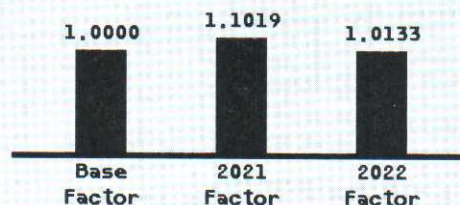
Have a payroll service?

Send them a copy of this notice.

Class Code	Class Code Description	Accident Fund (AF) <sup>1</sup>	Medical Aid Fund (MA) <sup>2</sup>	Stay at Work Program <sup>3</sup>	Supp. Pension Fund (SP) <sup>2</sup>	Hourly* Employer Contribution	Hourly* Employee Withholding	= Your Total Hourly* Rate [(1+2+3)x4]+5
0107-00	Utility line const:Underground	1.2607	0.4925	0.0216	0.1564	\$1.61615	\$0.33865	\$1.9548
0219-00	Highway Light/Sign Inst NOC	1.0152	0.4151	0.0173	0.1564	\$1.32600	\$0.29730	\$1.6233
0509-02	OVHD Elec Trans Lines Erect	1.3605	0.3814	0.0235	0.1564	\$1.66195	\$0.28335	\$1.9453
0601-00	Elect Wire In Bldgs/Floodlight	0.6988	0.2855	0.0119	0.1564	\$0.93690	\$0.22890	\$1.1658
0608-04	Telephone Svc Prewire by Contr	0.5936	0.2107	0.0102	0.1564	\$0.79160	\$0.19010	\$0.9817
4900-00	Superint/Proj. Mgr - Const	0.1710	0.0756	0.0029	0.1564	\$0.29125	\$0.11795	\$0.4092
4904-00	Clerical Office NOC & Draftsmn	0.0188	0.0120	0.0003	0.1564	\$0.10345	\$0.08445	\$0.1879
4911-00	Construction Estimators	0.0810	0.0388	0.0014	0.1564	\$0.18065	\$0.09855	\$0.2792
5206-79	Contractors Perm Yard or Shop	0.5986	0.2974	0.0101	0.1564	\$0.84060	\$0.23400	\$1.0746
7204-00	Preferred Workers	0.0000	0.0000	0.0000	0.1564	\$0.07820	\$0.07820	\$0.1564

Your Rate Information

Your experience factor history:



This is the employer's contribution to workers' comp coverage.

Withhold this amount from employee pay for each hour\* they work. It is their contribution to workers' comp coverage.

On the Quarterly Report, the employer will multiply this number by the hours\* worked to calculate premiums.

What's an experience factor?  
See back for an explanation.





JOB NUMBER	JOB NAME	WORK DESCRIPTION	CUSTOMER	JOBSITE ADDRESS	CITY	STATE	DATE
21222	RPWRF EDF MCC Additions	Installation of the EDF MCC additions.	Garco Construction 4114 E. Broadway Ave. Spokane, WA 99202 Steve LaRue (509) 535-8688	4401 N Aubrey L White Pkwy	Spokane	WA	11/9/09
21279	RPWRF - WCD #130 Purging Hubs	Provide and install control conduit & wiring.	Garco Construction 4114 E. Broadway Spokane, WA 99202 Hollis Barnett (509) 534-4688	4401 N Aubrey L White Pkwy	Spokane	WA	4/14/10
21905	PVC Comm Conduit	Provide and install communication conduit at the Riverside Park Water Reclamation Facility	City of Spokane c/o RPWRF 4401 N Aubrey L White Parkway Spokane, WA 99205	4401 N Aubrey L White Pkwy	Spokane	WA	12/16/14
21909	RPWRF Membrane Pilot	Install power distribution and control cabletray.	CH2MHill 6 Hutton Centre Drive, Suite 700 Santa Ana, CA 92707 jeffrey.levine@ch2m.com	4401 N Aubrey L White Pkwy	Spokane	WA	1/13/15
21924	PT Power Monitor	Insatall Power Monitor.	City of Spokane Wastewater Management 4401 N Aubrey White Prkwy Spokane, WA 99205	4401 North Aubrey L. White Parkway	Spoklane	WA	2/12/15
21936	RPWRF Pakage C	Install MCC's, PLC's and pathways.	IMCO General Construction 2116 Buchanan Loop Ferndale, WA 98248 (360) 708-2949 Taggart Schoenrock Tschoenrock@imcoconstruction.com	4401 AUBREY I. WHITE PARKWAY	Spokane	WA	4/7/15
21942	Pathway for Security Cables	Install conduit fittings and supports for pathway for new security cables	City of Spokane Wastewater Management 4401 N Aubrey White Prkwy Spokane, WA 99205	4401 North Aubrey L. White Parkway	Spoklane	WA	4/9/15
21943	Warehouse Receptacles	Install conduit fittings and supports of 3-120 V Receptacles in Warehouse	City of Spokane Wastewater Management 4401 N Aubrey White Prkwy Spokane, WA 99205	4401 North Aubrey L. White Parkway	Spoklane	WA	4/9/15
21980	RPWRF Projects 1 & 2	Light poles/lighting controls.	Garco Construction 4114 E. BROADWAY Spokane, WA 99205 Trevis Semler 535-4688 traviss@garco.com	4401 AUBREY I. WHITE PARKWAY	Spokane	WA	7/7/15



JOB NUMBER	JOB NAME	WORK DESCRIPTION	CUSTOMER	JOBSITE ADDRESS	CITY	STATE	DATE
22034	RPWRF Horn Strobe	Install F/A horn strobe.	City of Spokane c/o RPWRF 4401 N Aubrey L White Parkway Spokane, WA 99205	4401 North Aubrey L. White Parkway	Spokane	WA	10/28/15
22045	RPWRF Door Security	Install security air phone system.	City of Spokane c/o RPWRF 4401 N Aubrey L White Parkway Spokane, WA 99205	4401 North Aubrey L. White Parkway	Spokane	WA	1`1/10
22115	Gate #1 Light Pole	Install 20' light pole & LED lights	RPWRF 4401 N AL White Parkway Spokane, WA 99205 Heather Barnhart (509) 625-4606	4401 N Aubrey L White Pkwy	Spokane	WA	4/29/16
22239	382918 Spokane RPWRF PMO Phase	Data Collection Pkg. B	CH2MHILL US-AP Accounts Payable PO BOX 241329 Denver, CO 80224 Craig Massie craig.massie@ch2m.com	4401 AUBREY I. WHITE PARKWAY	Spokane	WA	11/7/16
22246	Pole Light Repair	Pole Light Repair	City of Spokane 4401 North Aubrey L. White Parkway Spokane, WA 99205 Bruce Brurud bbrurud@spokanecity.org	4401 North Aubrey L. White Parkway	Spokane	WA	12/2/16
22268	Loading Dock Awning		City of Spokane 4401 North Aubrey L. White Parkway Spokane, WA 99205 Bruce Brurud bbrurud@spokanecity.org	4401 North Aubrey L. White Parkway	Spokane	WA	1/6/17
22269	Superintendent Office		City of Spokane 4401 North Aubrey L. White Parkway Spokane, WA 99205 Bruce Brurud bbrurud@spokanecity.org	4401 North Aubrey L. White Parkway	Spokane	WA	1/6/17
22288	Training Room and Auditorium Floor Boxes	Install Comm Floor Boxes	City of Spokane 4401 North Aubrey L. White Parkway Spokane, WA 99205 Bruce Brurud bbrurud@spokanecity.org	4401 North Aubrey L. White Parkway	Spokane	WA	3/6/17



JOB NUMBER	JOB NAME	WORK DESCRIPTION	CUSTOMER	JOBSITE ADDRESS	CITY	STATE	DATE
22379	RPWRF NLT Ph 1	New chemical building, duct bank system, cabletray and instrumentation.	MWH Constructors 370 Interlocken Blvd., Ste. 300 Broomfield, CO 80021 Charles Randolph (520)247-0987 Charles.L.Randolph@mwhglobal.com	4401 North Aubrey L White Pwy	Spokane	WA	7/17/17
22389	Walkway Lighting	Install walkway lighting for AB-1 & 2	RPWRF Waste Management 4401 North A.L. White Parkway Spokane, WA 99205-3939 Heather Barnhart hbarnhart@spokanecity.org	4401 N. A.L. White Parkway	Spokane	WA	8/11/17
22391	Little Spokane Pump Station - MCC Replacement/Installation	MCC replacement at sewer pump station	City of Spokane 1101 W. College Ave., Suite 241B Spokane, WA 99201 Bruce Price (509) 477-2307 bprice@spokanecounty.org	12721 N Vistawood Ct	Spokane	WA	8/28/17
22416	Demo Fire Alarm for IMCO trailers	Demo City's fire alarm system connected to IMCO job trailers	RPWRF Waste Management 4401 North A.L. White Parkway Spokane, WA 99205-3939 Heather Barnhart hbarnhart@spokanecity.org	4401 North Aubrey L. White Parkway	Spokane	WA	10/24/17
22436	Fire Alarm Strobes	Fire Alarm Strobes	RPWRF Waste Management 4401 North A.L. White Parkway Spokane, WA 99205-3939 Heather Barnhart hbarnhart@spokanecity.org	4401 North Aubrey L. White Parkway	Spokane	WA	12/5/17
22437	Install Raceway for Front Door Camera	Front Door Camera	RPWRF Waste Management 4401 North A.L. White Parkway Spokane, WA 99205-3939 Heather Barnhart hbarnhart@spokanecity.org	4401 North Aubrey L. White Parkway	Spokane	WA	12/5/17
22440	Warehouse Office Power & Data	Warehouse Power & Data	RPWRF Waste Management 4401 North A.L. White Parkway Spokane, WA 99205-3939 Heather Barnhart hbarnhart@spokanecity.org	4401 North Aubrey L. White Parkway	Spokane	WA	12/14/17



JOB NUMBER	JOB NAME	WORK DESCRIPTION	CUSTOMER	JOBSITE ADDRESS	CITY	STATE	DATE
22450	RPWRF NLT Fire Alarm Contract No. 1705-260000	Fire Alarm Pathway & cables; mount devices	Slayden Constructors, Inc. P.O. Box 247 Stayton, OR 97383 (503) 769-1969	4401 N. A.L. White Parkway	Spokane	WA	12/28/17
22466	Replace Batteries	Replace Batteries	RPWRF Waste Management 4401 North A.L. White Parkway Spokane, WA 99205-3939 BRUCE BRURUD bbrurud@spokanecity.org	4401 North Aubrey L. White Parkway	Spokane	WA	3/15/18
22498	Plant Assistant Office	Plant assistance	RPWRF City of Spokane 4401 North Aubrey L. White Parkway Spokane, WA 99205 Bruce Brurud bbrurud@spokanecity.org	4401 North Aubrey L. White Parkway	Spokane	WA	4/25/18
22779	City of Spokane WWTP Gas Detection	Core drill lid and install the LEL gas sensor supplied by the City, Modify the existing pathways and supply and install all conduit, fittings and supports, Provide and install 1qty Panel Pilot #SGD-70A, 1qty Panel Pilot Development Kit #SGD-70A DK & 1qty Hoffman/Allied #A18149JFGQRPWR	City of Spokane Wastewater Management 4401 N Aubrey White Prkwy Spokane, WA 99205 Bruce Brurud	4401 North Aubrey L. White Parkway	Spokane	WA	2/3/20
22791	RPWRF - Cogen/DT MCC		Johnson Controls 10010 E. Knox Ave. Spokane, WA 99206 blake.miller@jci.com 503 437 0259	4401 North Aubrey L. White Parkway	Spokane	WA	3/6/20
23051	City of Spokane WWTP DSS Pump Motor Control Upgrade	New VFD's for DSS Pump System	City of Spokane Wastewater Management 4401 N Aubrey White Prkwy Spokane, WA 99205 Fred Brown (509) 530-9278 Fbrown@spokanecity.org	4401 N. A.L. White Parkway	Spokane	WA	2/10/22



3327 E Olive Ave  
Spokane, WA 99202  
PH: 509-535-8500 FAX: 509-535-4665

## MASTER SUBCONTRACT AGREEMENT FOR SUBCONTRACT WORK

Dated

This *MASTER SUBCONTRACT AGREEMENT (MSA)* between

, hereinafter called the Contractor, and

hereinafter called the Subcontractor,

Memorializes the procedures Contractor and Subcontractor will employ to enter into a contract for subcontract work on future projects. Specifically, when Contractor desires Subcontractor's services on a particular project, Contractor will issue a Work Order in the form of Exhibit A. Upon Subcontractor's agreement to said Work Order, the terms thereof, the terms of this MSA, and the General Conditions for Subcontract Work attached hereto, shall become a binding Subcontract between Contractor and Subcontractor for the work identified therein. However, nothing herein shall obligate the parties to enter into a Work Order for any particular project.

### Power City Electric, Inc.:

By	Dan Aga
Title:	President
Date:	

By:	
Title:	
Date:	



## **EXHIBIT B GENERAL CONDITIONS**

### **SECTION 1 GENERAL RESPONSIBILITIES**

**1.1 OBLIGATIONS.** Subcontractor agrees to be bound to Contractor by each and all of the terms and provisions of the Work Order for Onsite Services and Subcontract Work (Work Order), these General Conditions, the Prime Contract between Prime Contractor and Contractor, the Main Contract between and Owner and Prime Contractor, any general, supplemental or special conditions and the plans and specifications ("Contract Documents"), and to assume toward Contractor all of the duties, obligations and responsibilities that Contractor by the Contract Documents assumes toward Prime Contractor as well as those Prime Contractor assumes toward Owner. Subcontractor agrees further that Contractor shall have the same rights and remedies as against Subcontractor set forth in the terms and provisions of the Contract Documents that Prime Contractor has towards Contractor, with the same force and effect as though every such right and remedy were set forth herein in full. The terms and provisions of this Subcontract are intended to be and shall be in addition to and not in substitution for any of the terms and provisions of the Contract Documents. If there is a conflict between this Subcontract and the Prime Contract or Main Contract, Contractor shall choose which terms apply.

**1.2 COMPLIANCE WITH LAWS.** Subcontractor shall comply with all applicable laws, codes and regulations, and any changes or additions thereto during the course of the Project, without additional compensation, and shall require its lower tier subcontractors to do the same.

**1.3 SITE VISITATION AND VERIFICATION.** Subcontractor has carefully examined and understands the Contract Documents; has satisfied itself as to the nature and location of the Subcontract Work, the character, quantity and kind of conditions to be encountered, and the character, kind and quality of the equipment needed to prosecute the Subcontract Work; has visited and familiarized itself with the location, conditions and other matters visible at the job site which can in any manner affect the Subcontract Work; and acknowledges that it has had reasonable opportunity to complete same. Subcontractor accepts this Subcontract on the basis of the foregoing, and not in reliance upon any opinion or representation by Contractor or others.

**1.4 SUBCONTRACT PRICE.** Unless otherwise agreed in writing, the Subcontract Price includes, and Subcontractor accepts exclusive responsibility for securing and paying for: (1) all permits, fees and licenses necessary for the performance of the Subcontract Work; (2) all federal, state, county, municipal and other taxes, including without limitation business and occupation taxes, personal property taxes, sales taxes, use taxes, penalties and interest, based upon labor, services, goods, equipment or other items acquired, performed, furnished or used in connection with the Subcontract Work; (3) paying any contributions, taxes or premiums, including penalties and interest, measured upon Subcontractor's payroll or required to be withheld from Subcontractor's employees; and (4) paying any pension, welfare, vacation, annuity and other benefit contributions owed in connection with labor agreements or applicable law.

**1.5 WORKERS COMPENSATION.** Subcontractor has the status of employer as defined by Industrial Insurance, the Workers' Compensation and Unemployment Compensation Acts, Social Security, and other similar laws, rules and regulations of the federal, state and local government. Subcontractor shall withhold from its payroll applicable social security taxes, workers' compensation, and unemployment compensation contributions and withholding taxes and timely pay same, and Contractor shall in no way be liable as an employer to or on account of any of the employees of Subcontractor.

**1.6 REMOVAL OF LIENS OR BOND CLAIMS.** Subcontractor will remove or cause to be removed any and all liens, bond or retainage claims of laborers, lower tier subcontractors and suppliers within five (5) calendar days after written demand by Contractor. If it fails to do so Contractor may take reasonable and necessary action to cause such liens or claims to be removed, and charge Subcontractor for all related expenses. Subcontractor agrees to indemnify, defend and hold Contractor, Contractor's surety, Owner and the Project harmless from all such liens or claims. If Subcontractor fails to remove or bond off such liens or claims, all expenses, including attorney fees and costs, so incurred by Contractor in doing so, shall be immediately due from Subcontractor to Contractor and shall bear interest at twelve percent (12%) per annum.

### **SECTION 2 SAFETY**

Contractor has implemented a Safety Program (hereafter "the Program") which shall apply to the Project. In the event of Subcontractor's noncompliance, this Subcontract may be canceled, terminated, or suspended, in whole or in part, at the Contractor's sole election. A complete copy of the Program will be made available by Contractor upon request. Subcontractor agrees that it, its employees and its lower tier subcontractors and their employees shall comply with the Program including, but not limited to, any workplace drug-free programs required by state or federal law. Subcontractor shall also require its lower tier subcontractors to comply

with the Program. Subcontractor shall also implement its own safety program for itself and its lower tier subcontractors, and shall require its lower tier subcontractors to establish and follow their own safety programs.

### **SECTION 3 SCHEDULING/TIME OF COMPLETION**

**3.1 MAINTAINING SCHEDULE.** Time is of the essence in this Subcontract. Subcontractor shall perform the Subcontract Work as directed by Contractor in a manner that, in Contractor's opinion, benefits the overall Project schedule. Subcontractor agrees to cooperate with and coordinate its efforts with Contractor and others whose work may interfere with the Subcontract Work. Subcontractor shall participate in the preparation of coordination drawings and work schedules as may be required by Contractor in areas of congestion, specifically advising Contractor in writing of any interference by others within twenty-four (24) hours of discovery. Should Subcontractor fall behind, it shall take necessary action to meet and maintain job progress without additional compensation, and shall be liable to and reimburse Contractor for damages resulting from or related to any delay, including, but not limited to, overtime and off-hour supervisory costs incurred by Contractor and by any of its other Subcontractors resulting from or relating to such delay.

**3.2 INTENT TO PAY PREVAILING WAGES.** If prevailing wage laws apply to the Project, Subcontractor must, as a condition precedent to payment, submit to Contractor a properly completed Intent to Pay Prevailing Wages form.

### **SECTION 4 PAYMENT**

**4.1 WAIVERS AND DEFENSES.** Contractor and Subcontractor expressly agree that Subcontractor shall provide, in a form satisfactory to Contractor, partial lien and claim waivers, releases and affidavits on behalf of itself and all lower tier subcontractors and suppliers for their completed work. Subcontractor agrees that anyone completing a waiver, release, or affidavit on its behalf is authorized by Subcontractor to do so. Such partial lien and claim waivers, releases and affidavits are an absolute condition precedent to Contractor's obligations to make progress or final payment to Subcontractor under this Subcontract.

**4.2 PAYMENT AS TRUST FUNDS.** All payments to Subcontractor are trust funds for the payment of all sums owed by Subcontractor for labor, material, equipment, taxes, assessment, fees, penalties and all other charges pertaining to its work on the Project, and as such Subcontractor is a fiduciary for its employees, subcontractors, suppliers, and governmental entities to which taxes, assessments fees or penalties are owed, and shall pay them before it pays itself.

**4.3 PAYMENT TO LOWER TIER ENTITIES.** If it appears Subcontractor is not promptly paying its bills, if Subcontractor assigns or otherwise factors its accounts receivables, or if Contractor has any other grounds for concern, Contractor may take such steps as it deems necessary to insure that progress and final payments are used to pay such bills, including but not limited to the issuance of third party or two party checks.

**4.4 WITHHOLDING PAYMENT.** Contractor may withhold amounts otherwise due under this Subcontract, or under any other arrangement between the parties, as an offset to cover 150% of Contractor's reasonable estimate of any liability Contractor has incurred or may incur for which Subcontractor may be responsible under this Subcontract, or under any other agreement between the parties. This offset shall be subject to adjustment when the exact amounts of liability are determined, but in no event shall the amounts withheld bear interest.

**4.5 UNIT PRICE PAYMENTS.** In the event this Subcontract contains unit price items, it is understood and agreed that any quantities mentioned are approximate only, are based upon information furnished by Prime Contractor and/or Owner, and are subject to change as required by the Contract Documents and as ordered and directed by Contractor. Price adjustments, if any, for variations in quantity are available to Subcontractor only if they are available to Contractor under the provisions of the Contract Documents, and then only proportionate to any adjustment actually obtained by Contractor from the Prime Contractor or Owner.

**4.6 RIGHT TO PAYMENT.** Subject to all other applicable terms in this Agreement, Contractor shall pay Subcontractor the amount of its last approved application for payment within ten (10) days after Contractor receives payment from Prime Contractor for such progress billing. Contractor and Subcontractor expressly agree that Prime Contractor's payment to Contractor for the Subcontractor's account is an absolute condition precedent to Contractor's obligations to make progress or final payment to the Subcontractor. Subcontractor expressly agrees to bear the risk of the Owner's and Prime Contractor's non-payment. Subcontractor is relying on the credit of Owner and Prime Contractor, rather than Contractor, for payment of its efforts.

**4.7 RETAINAGE.** Contractor may withhold retainage from Subcontractor in such amount as Prime Contractor withholds from Contractor.

### **SECTION 5 CHANGES**

Contractor may at any time and without notice to subcontractor's sureties, make changes in, additions to, deletions from or alterations in the Subcontract Work or time of performance. Should Subcontractor believe such order entitles it to extra time or compensation, it shall,

within five working days from the date of such order, and prior to instituting the change, submit a change order proposal or cost estimate indicating the adjustment in price and/or contract time it is seeking. Failure to provide such proposal or estimate shall constitute a waiver by Subcontractor for any additional compensation or time, but shall not relieve Subcontractor from performing the work and instituting the ordered changes. Should the parties be unable to agree on the price, Contractor may nevertheless order Subcontractor in writing to proceed with the work. Should Subcontractor begin work without such written order it shall be deemed to have waived any claim for additional compensation or time. Compensation for changed work shall be handled in the same manner as with Prime Contract and if silent then the Main Contract.

## **SECTION 6 WARRANTY**

Subcontractor warrants the Subcontract Work and materials furnished hereunder to Contractor, Prime Contractor and Owner on the same terms, and for the same period, as Contractor warrants the work to the Prime Contractor and Owner under the Contract Documents. With respect to the Subcontract Work, Subcontractor shall assume all warranty obligations and responsibilities of Contractor under the Contract Documents. Without limiting the preceding sentences, this warranty shall run at least one year from the Owner's final acceptance of the Project. In no event shall Subcontractor's obligation in this regard be less than the obligation to promptly correct improper or defective Subcontract Work or materials discovered within one year from the date of final acceptance of the Project by Owner.

## **SECTION 7 CLAIMS/DEFAULT**

**7.1 CLAIMS.** Should Subcontractor desire to make a claim for additional compensation or time, or if it believes Contractor has breached the Subcontract, it shall submit a Notice of Claim within five (5) working days of beginning performance of the work, instituting the change or date of the breach. Failure to provide such notice shall be deemed a waiver of any such claim. The Notice of Claim shall provide, in as much detail and with as much supporting documentation as possible, the amount of additional compensation or time sought, and the contract provisions Subcontractor claims have been breached.

**7.2 DEFAULT.** If Subcontractor refuses or fails to supply a sufficient quantity of skilled workers, proper materials, maintain the progress schedule, make prompt payment to laborers, subcontractors or suppliers, disregards any applicable law, or otherwise fail to comply with the terms of this Agreement, Contractor may notify the Subcontractor in writing of the issue and request the Subcontractor correct the noted issues.

**7.3 FAILURE TO CURE.** If Subcontractor fails within three (3) working days after receiving the notice to commence and satisfactorily continue correction of the defects, Contractor may, without further notice to Subcontractor, terminate this subcontract.

**7.4 ACTIONS UPON TERMINATION.** Upon Contractor's termination of this Subcontract, Contractor may, and without prejudice to any other rights or remedies:

7.4.1 Supply sufficient laborers, material and equipment to complete the work and charge Subcontractor accordingly, including a 15% markup for overhead and profit;

7.4.2 Contract with one or more other subcontractors to complete the work and back charge Subcontractor accordingly, including a 15% markup for overhead and profit; and/or

7.4.3 Withhold any payments due or to become due Subcontractor pending corrective action in amounts reasonably estimated as sufficient to cover potential losses.

**7.5 DELAYS.** Contractor shall not be liable to Subcontractor for any damages or additional compensation as a consequence of delays caused by others unless Contractor has first recovered the same on behalf of Subcontractor, it being understood and agreed by Subcontractor that apart from such a recovery, Subcontractor's sole and exclusive remedy for delay shall be an extension of the Subcontract time and only if Contractor receives a similar extension of time from Prime Contractor.

**7.6 WRONGFUL TERMINATION.** If any finder of fact determines that Contractor wrongfully terminated Subcontractor for default, then the default termination shall be converted to one for convenience with damages calculated accordingly.

## **SECTION 8 TERMINATION FOR CONVENIENCE**

Contractor may terminate all or any part of this Subcontract at any time for Contractor's convenience. If Prime Contractor has terminated Contractor for convenience, Subcontractor shall be paid the amount due and paid from Prime Contractor to Contractor for the Subcontract Work. Otherwise, Contractor shall pay Subcontractor for the work actually performed prior to termination in an amount proportionate to the Subcontract Price. Contractor shall not be liable to Subcontractor for any other costs or amounts, including prospective profits or unabsorbed overhead on Subcontract Work not performed.

## SECTION 9 INSURANCE

**9.1 INSURANCE REQUIRED.** Subcontractor shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or for damage to property which may arise out of Subcontractor's work or by the work of any lower tier subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, Commercial General Liability, Excess Liability, Comprehensive Automobile Liability, Employers Liability and Workers Compensation. Subcontractor shall procure, maintain and pay for Workers Compensation Insurance coverage under the laws of the state where the work is performed. Comprehensive Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles. If Subcontractor is to provide any service involving asbestos, lead abatement, or other pollutant, Subcontractor shall also provide insurance coverage for asbestos/lead paint abatement/removal or pollution. Minimum coverages and limits of liability for all insurance, shall be as specified in this section or if greater, the Prime Contract or the Main Contract.

**9.2 ADDITIONAL INSURED ENDORSEMENT.** Subcontractor shall obtain both a Broad Form Additional Insured Status or Endorsement to its Commercial General Liability policy (Form CG 20 10 11 85 or equivalent) which includes completed operations coverage, as well as a Commercial Automobile Liability Policy, naming Contractor, Owner, and any other entity required by the Prime Contract or Main Contract, as "additional insureds". The foregoing "additional insureds" status or endorsements shall also include coverage for liability arising out of (a) completed operations, (b) operations performed for Contractor, Prime Contractor or Owner by Subcontractor, (c) acts or omissions of Contractor, Prime Contractor or Owner in connection with general supervision of Subcontractor's operations, and (d) claims for bodily injury, death or property damage brought against Contractor, Prime Contractor or Owner by Subcontractor's employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of the work under the Contract Documents. Subcontractor's policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by additional insureds and shall name additional insureds for a minimum of three (3) years past project completion.

**9.3 LIMITS.** Subcontractor is required to carry insurance for the amounts specified below and shall present current certificates of insurance and endorsements to Contractor prior to doing any work at the site. Those certificates of insurance shall be based on 25S Acord Form or equivalent and shall, together with appropriate endorsements, include the coverages described above and shall contain limits in the minimum amounts specified below. All insurance certificates shall also contain a provision that coverage afforded thereunder shall not be canceled or non-renewed, or restrictive modifications added, without thirty (30) days prior written notice to Contractor. The Certificates shall also delete any language which modifies or disclaims the Insurer's obligations to actually notify Contractor of any such cancellation, non-renewal, or modification. Such Certificates of Insurance and applicable endorsements required herein shall be in a form acceptable to Contractor and shall provide satisfactory evidence that Subcontractor has complied with all insurance requirements. If Subcontractor's existing policy provides higher limits than those specified below, the higher limits shall be applicable and the certificates of insurance provided by Subcontractor shall reflect those higher limits, otherwise Subcontractor shall provide insurance with the following minimum coverage limits:

**Worker's Compensation:** *Statutory Limits.*

**Employer's Liability:** *\$1,000,000.00 each accident and each employee, limit by disease.*

**Commercial General Liability:** *\$1,000,000.00 each occurrence; \$2,000,000.00 aggregate. General aggregate limits of liability shall apply on a per project basis, aggregate limits shall be at least twice the occurrence limit; Deductible: not greater than \$25,000.00.*

**Comprehensive Auto Liability:** *\$1,000,000.00 each occurrence.*

**Umbrella/Excess Liability:** *\$1,000,000.00.*

## SECTION 10 INDEMNIFICATION

Subcontractor assumes responsibility for and agrees at the sole discretion of Contractor to defend, indemnify and hold Contractor, Contractor's Surety, Prime Contractor, Prime Contractor's Surety, and Owner; hereinafter "Indemnitees") harmless from any and all claims, demands, damages, expenses, losses, fines, penalties or liabilities, including loss of use, arising from, resulting in any manner directly or indirectly from or connected with or in the course of the performance of the Subcontract Work or the Subcontract obligations, including without limitation claims of subcontractors and suppliers contracting with Subcontractor. Subcontractor's duty to defend Indemnitees shall not be apportioned or reduced in any way by the negligence or other fault of Indemnitees, or their employees or agents, or the fault or negligence of Subcontractor or its employees or agents, or any other third-party. Subcontractor's obligation to defend, indemnify and hold Indemnitees harmless shall include, but will not be limited to, attorney and expert fees, court costs, the reasonable hourly rate of Indemnitees' employees and all other claim-related expenses, to the fullest extent permitted by law, even though such claims may prove to be false, groundless, or fraudulent, subject only to the limitations provided below,

- (a) Subcontractor's duty to indemnify shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Indemnitees, or their agents or employees.
- (b) If under the laws determined to be applicable to this paragraph, indemnification of concurrent negligence is valid only to the extent of the negligence of Subcontractor, its agents or employees, then Subcontractor's duty to indemnify for liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (i) Indemnitees, or their agents or employees, and (ii) Subcontractor or Subcontractor's agents or employees, shall apply only to the extent of negligence of Subcontractor or Subcontractor's agents or employees; except when negligence is not a requirement of liability.

For the purposes of these indemnification provisions only, Subcontractor specifically and expressly waives any immunity that may be granted it under the worker's compensation laws of any state; provided that such waiver shall be expressly limited to Subcontractor's indemnity obligations herein and shall not be intended as a benefit to any third party. Further, the indemnification obligation under this Subcontract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under worker's compensation acts, disability benefits acts, or other employee benefits acts.

\_\_\_\_\_/\_\_\_\_\_(initial)

## SECTION 12 MISCELLANEOUS

**12.1 CHOICE OF LAW.** This Subcontract shall be considered to have been made in and shall be interpreted, to the extent permitted by law, under the laws of the State of Washington.

**12.2 VENUE.** The venue of any lawsuit and/or arbitration arising out of this Subcontract or the Subcontract Work shall be in Spokane, Washington, unless the parties mutually agree otherwise.

**12.3 ATTORNEY FEES.** The prevailing party in any dispute shall be awarded its attorneys' fees and costs, including consultant and expert witness fees.

**12.4 LIMITATIONS PERIOD.** Subcontractor must file and serve a Summons and Complaint within 90 days after substantial completion of the Project. This is an absolute condition precedent to maintaining an action in arbitration or court.

**12.5 NO WAIVER.** The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Subcontract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

**12.6 MERGER/INTEGRATION CLAUSE.** Subcontractor shall accept the terms of this offer through signing and returning this Subcontract or through beginning performance of obligations required by this Subcontract. The terms of any quote, confirmation, or other like document from Subcontractor, which contains additional terms or which proposed to alter or modify this Subcontract shall not be part of this Subcontract and are expressly rejected. The terms of this Subcontract represent the final integrated understanding of the parties and shall supersede any prior proposals, negotiations, or agreements. The terms of this agreement may only be rejected in writing.

**12.7 SAVINGS CLAUSE.** The partial or complete invalidity of any one or more provisions of this Subcontract shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the balance of the provisions shall be considered reformed to reflect the intent of the parties to the greatest extent possible consistent with the law.

## END OF GENERAL CONDITIONS

Project:

Subcontractor:

This Appendix 1 is hereby made a part of the Subcontract by and between Contractor and Subcontractor.

#### WASHINGTON PUBLIC WORKS VERIFICATION

Pursuant to RCW 39.04 et. seq, Subcontractor verifies that at the time of execution of this Agreement, and at the time it submitted its bid to Contractor, Subcontractor:

- (a) has a certificate of registration in compliance with chapter 18.27 RCW;
- (b) If applicable, has industrial insurance coverage for the Subcontractor's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
- (c) Is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
- (d) If applicable, possesses an electrical license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.
- (e) Verifies that any subcontractor it engages to assist in completion of the Subcontract Work meets these responsibility criteria and has signed a similar verification which has been incorporated into Subcontractor's subcontract.

SIGNED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature:

Print Name:



**Agenda Sheet for City Council Meeting of:**  
07/18/2022

<b><u>Date Rec'd</u></b>	6/28/2022
<b><u>Clerk's File #</u></b>	OPR 2022-0529
<b><u>Renews #</u></b>	

<b><u>Submitting Dept</u></b>	WASTEWATER MANAGEMENT	<b><u>Cross Ref #</u></b>	
<b><u>Contact Name/Phone</u></b>	MIKE CANNON 625-4642	<b><u>Project #</u></b>	
<b><u>Contact E-Mail</u></b>	MCANNON@SPOKANECITY.ORG	<b><u>Bid #</u></b>	
<b><u>Agenda Item Type</u></b>	Contract Item	<b><u>Requisition #</u></b>	
<b><u>Agenda Item Name</u></b>	4320 CONTRACT AWARD TO MCKINSTRY - HVAC		

**Agenda Wording**

Consent to award McKinstry Co., LLC HVAC maintenance, upgrades and repairs to RPWRF as part of the CIP plan to upgrade both occupied and non-occupied HVAC systems at RPWRF.

**Summary (Background)**

This is a contract for five projects - Project 1 - PBS 3 Steam Coil Replacement, Project 2 - PBS1 Mezzanine Steam Coil Replacement, Project 3 - Elevator Room Ductless Split System Replacement, Project 4 - Office Remodel Ductless Split Addition, Project 5 - Gas Meter for MF Building Boilers

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Expense \$ \$139,860.00

Select \$

Select \$

Select \$

**Budget Account**

# 4320.43106.35148.54803

#

#

#

**Approvals**

**Dept Head** GENNETT, RAYLENE

**Division Director** FEIST, MARLENE

**Finance** ALBIN-MOORE, ANGELA

**Legal** SCHOEDEL, ELIZABETH

**For the Mayor** ORMSBY, MICHAEL

**Council Notifications**

**Study Session\Other** PIES 6/27/22

**Council Sponsor** CM Kinnear

**Distribution List**

hbarnhart@spokanecity.org

kkeck@spokanecity.org

mhughes@spokanecity.org

**Additional Approvals**

**Purchasing**

Tax & Licenses

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability

<b>Submitting Department</b>	Public Works & Utilities - Riverside Park Water Reclamation Facility
<b>Contact Name &amp; Phone</b>	Mike Cannon, Plant Manager 625-4642
<b>Contact Email</b>	mcannon@spokanecity.org
<b>Council Sponsor(s)</b>	CM Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: _____
<b>Agenda Item Name</b>	Wastewater Treatment Plant/RPWRF improvements and repairs of occupied and non-occupied space
<b>Summary (Background)</b>	<p>This is part of the Capital Improvement Plan to maintain, upgrade and repair occupied and non-occupied HVAC systems at the Wastewater Treatment Plant/RPWRF to include -</p> <p>Project 1 - PBS 3 Steam Coil Replacement</p> <p>Project 2 - PBS1 Mezzanine Steam Coil Replacement</p> <p>Project 3 - Elevator Room Ductless Split System Replacement</p> <p>Project 4 - Office Remodel Ductless Split Addition</p> <p>Project 5 - Gas Meter for MF Building Boilers</p>
<b>Proposed Council Action &amp; Date:</b>	Council Consent Agenda July 18, 2022
<b>Fiscal Impact:</b> Total Cost: \$139,860.00 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: Department  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?

N/A

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

This has been awarded through the City of Spokane's Purchasing Policy and Capital Improvement Program through the WSDDES Contract #02919.



**City of Spokane**  
**PUBLIC WORKS AGREEMENT**  
**Title: WASTEWATER TREATMENT  
FACILITY IMPROVEMENTS AND REPAIRS**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **McKINSTRY, CO., LLC**, whose address is 850 East Spokane Falls Boulevard, Suite 100, Spokane, Washington, 99202 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide Improvements and Repairs for the City of Spokane Riverside Park Water Reclamation Facility; and*

*WHEREAS, the Contractor was selected through WSDDES Contract No. 02919.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on July 1, 2022, and ends on December 31, 2022, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

The Contractor 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 Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

**3. SCOPE OF WORK.**

The Contractor shall provide Improvements and Repairs for the City of Spokane Riverside Park Water Reclamation Facility as outlined in their June 13, 2022 Statement of Work, attached as Exhibit C.

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

**4. COMPENSATION / PAYMENT.**

Total annual compensation for Contractor's on-call, as needed services under this Agreement shall be a maximum annual amount not to exceed **ONE HUNDRED THIRTY-NINE THOUSAND EIGHT HUNDRED SIXTY AND NO/100 DOLLARS (\$139,860.00)**, plus applicable sales tax. 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.

The Company shall submit its applications for payment to Riverside Park Water Reclamation Facility, Administration Office, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

**5. TAXES, FEES AND LICENSES.**

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

**6. PREVAILING WAGES.**

- A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. (L&I).
- B. State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

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

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)

Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries

at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

**7. CITY OF SPOKANE BUSINESS LICENSE.**

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

**8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

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

**9. INDEMNIFICATION.**

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

of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

**10. INSURANCE.**

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. 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 Agreement;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**11. SUBCONTRACTOR RESPONSIBILITY.**

The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

**12. INDEPENDENT CONTRACTOR.**

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative

of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

**13. ASSIGNMENT AND SUBCONTRACTING.**

The Contractor shall not assign or 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 Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

**14. TERMINATION.**

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

**15. STANDARD OF PERFORMANCE.**

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

**16. ANTI KICK-BACK.**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, 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 Agreement.

**17. CONSTRUUAL.**

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

**18. 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

**19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**

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

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

## 20. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**McKINSTRY, CO., 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 – Debarment Certification  
Exhibit B - Certification of Compliance with Wage Payment Statutes  
Exhibit C - June 13, 2022 Statement of Work

22-121



## 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.

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

## EXHIBIT B



### **Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement**

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (\_\_\_\_\_), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

\_\_\_\_\_  
Bidder’s Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

**Check One:**

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐  
State of Incorporation, or if not a corporation, State where business entity was formed:

\_\_\_\_\_  
If a co-partnership, give firm name under which business is transacted:

\_\_\_\_\_  
*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

## **EXHIBIT C**

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

07/18/2022

**Date Rec'd**

6/28/2022

**Clerk's File #**

OPR 2022-0530

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

WASTEWATER MANAGEMENT

**Cross Ref #****Contact Name/Phone**

MIKE LOWDEN 625-7909

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

MLOWDON@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**

4310 CONSENT FOR 3 YEAR LEASE AGREEMENT CSO 24-1 WITH BROTHERS BREWING, LLC

**Agenda Wording**

Consent to lease 10 South Adams, Lots 4 and 5, Block 1 of the Railroad Addition to Spokane Falls, Section 19 as recorded in Spokane County Auditors file #6455275, except the property shown on Exhibit A. (CSO 24-1)

**Summary (Background)**

More commonly known as the block of Sprague Ave., West 1st Avenue, South Cedar and South Adams. This lease has been renewed yearly for the last few years. This lease will have an initial lease of three (3) years with two (2) additional one (1) year period renewal options. Brothers Brewing, LLC agrees as follows: The lease may be terminated without penalty with thirty (30) days prior written notice.-Shall pay Excise Tax, Chapter 82.29A RCW, if any. Maintenance to keep the premises in good cond.

Lease? YES

Grant related? NO

Public Works? NO

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

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

GENNETT, RAYLENE

**Study Session\Other**

PIES 6/27/22

**Division Director**

FEIST, MARLENE

**Council Sponsor**

CM Kinnear

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

SCHOEDEL, ELIZABETH

hbarnhart@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

kkeck@spokanecity.org

**Additional Approvals**

mhughes@spokanecity.org

**Purchasing**

Tax &amp; Licenses

**ACCOUNTING - LEASE**

MURRAY, MICHELLE

mlowdon@spokanecity.org

ktwohig@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability

<b>Submitting Department</b>	Public Works & Utilities - Wastewater Collections
<b>Contact Name &amp; Phone</b>	Raylene Gennett
<b>Contact Email</b>	rgennett@spokanecity.org
<b>Council Sponsor(s)</b>	CM Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: _____
<b>Agenda Item Name</b>	Lease Agreement for CSO 24 - 1 with Brothers Brewing, LLC
<b>Summary (Background)</b>	<p>The City of Spokane and Brothers Brewing, LLC are the PARTIES in a three (3) year lease agreement for the PREMISES located at : 10 South Adams, Lots 4 and 5, Block 1 of the Railroad Addition to Spokane Falls, Section 19 as recorded in Spokane County Auditors file #6455275, except the property shown on Exhibit A. More commonly known as the block of Sprague Ave., West 1st Avenue, South Cedar and South Adams.</p> <p>This lease has been renewed yearly for the last few years. This lease will have an initial lease of three (3) years with two (2) additional one (1) year period renewal options.</p> <p>Brothers Brewing, LLC agrees as follows:</p> <ul style="list-style-type: none"> <li>-The lease may be terminated without penalty with thirty (30) days prior written notice.</li> <li>-Shall pay Excise Tax, Chapter 82.29A RCW, if any.</li> <li>-Maintenance to keep the premises in good condition, both as to safety and appearance including mowing, irrigation maintenance, edging, fertilizing, pesticide application and weed control.</li> <li>-Provide protection against damage to CSO project arising from Tenant's use of the premise.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	Council Consent Agenda July 18th, 2022
<b>Fiscal Impact:</b> 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.) Value is equal.	

<b>Operations Impacts</b>
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? Spokane Municipal Code states Council is to consent, due to lease duration.

## LEASE AGREEMENT

THIS IS A LEASE AGREEMENT made and entered into between the CITY OF SPOKANE, a Washington municipal corporation ("CITY"), and BROTHERS BREWING, LLC, a Washington limited liability company, ("TENANT"), hereinafter collectively referred to as "PARTIES".

WHEREAS, the City has constructed CSO 24 near the intersection of 1<sup>ST</sup> Avenue and Adams Streets which consists of a 2.4 million gallon underground storage tank and related appurtenances (the "CSO"); and

WHEREAS, the finished CSO project included a new park-like plaza area over the tank that includes landscaping and other amenities; and

WHEREAS, the CITY and TENANT entered into a prior Lease Agreement (OPR2019-0243) whereby TENANT leased the area for use in conjunction with TENANT's adjacent business; and

WHEREAS, the Parties have worked very successfully together and wish to enter into another similar Agreement on similar terms and conditions.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED THAT:

**1. PREMISES.** The CITY does hereby lease to the TENANT, and the TENANT does hereby lease from the CITY, the premises ("Leased Premises" or "Premises") located at: 10 South Adams, Spokane, Washington 99201 and legally described as follows:

Lots 4 and 5, Block 1 of the Railroad Addition to Spokane Falls, Section 19 as recorded in Spokane County Auditors file #6455275, except the property shown on Exhibit A.

**2. TERM.** The term of this lease ("Lease") shall be for three (3) years, COMMENCING ON THE DATE OF EXECUTION OF THIS LEASE BY THE CITY ("Commencement Date").

**3. RENEWAL.** This Lease may be renewed by the TENANT for two (2) additional one (1) year periods ("Renewal Period"); Provided that; (A) the TENANT is not in default and has not been in default during the term of this Lease; (B) there is no public need for the Leased Premises; (C) TENANT's continued use under this Lease does not impair the safety or operation of the CITY's facilities, as solely determined by the CITY; and (D) the terms and conditions of this Lease conform to then existing City policies or practices, laws, regulations and contracts, or provided TENANT is willing to amend this Lease to bring it into compliance with such policies, practices, laws, regulations, and contracts. The Renewal Period shall be on the same terms and conditions as set forth herein, except as modified by any changes in policies, practices, laws, regulations or contracts and as reflected in a written amendment signed by both Parties. Each of the options to renew the Term provided for herein shall be deemed to have been exercised by

Tenant unless Tenant shall have notified the City in writing of its intent not to renew, not less than thirty (30) days prior to the end of the current Term or Renewal Period.

**4. CONSIDERATION.** The TENANT's use of the property for programming and maintenance is hereby deemed of public benefit and/or as serving a public purpose and is equivalent in value to economic rent for the property. The CITY shall have the right to review any change in the use of the Leased Premises and may require that TENANT begin paying rent. In addition, Tenant shall pay the Leasehold Excise Tax, Chapter 82.29A RCW, if any

**5. TERMINATION BY CITY.**

A. The CITY may terminate this Lease, without penalty or further liability as follows:

(1) Upon not less than thirty (30) days prior written notice to TENANT, if TENANT defaults, and fails to cure such default within that thirty (30) day period, or such longer period, as may be reasonably determined by the CITY, if TENANT is diligently working to cure the default;

(2) Immediately, upon written notice, if the CITY is required by court order, by legislative action, or by a governmental agency having jurisdiction to take some action, which would effectively prohibit TENANT's use of the Leased Premises;

(3) Immediately, upon written notice, if a receiver is appointed to take possession of TENANT's assets, the TENANT makes a general assignment for the benefit of creditors, or the TENANT becomes insolvent or takes or suffers action under the Bankruptcy Act provided that in the event of any involuntary bankruptcy or other insolvency proceeding, the City shall not terminate this Lease unless such proceeding is not dismissed or vacated within 60 days after its institution or commencement;

(4) Upon not less than thirty (30) days prior written notice, unless an emergency exists, as determined by the CITY, then immediately, if the CITY in its sole discretion determines that it is in the best interest of the CITY to terminate this Lease; or

(5) Upon not less than thirty (30) days prior written notice if the Leased Premises has been abandoned, in the CITY's sole judgment, for a continuous period of ninety (90) days.

B. Waiver or acceptance of any default of the terms of this Lease by the CITY shall not operate as a release of the TENANT's responsibility for any prior or subsequent default.

C. If TENANT defaults on any provision in this Lease three (3) times within a twelve (12) month period, the third default shall be deemed "non-curable" and this Lease may be terminated by the CITY on not less than thirty (30) days written notice.

**6. TERMINATION BY TENANT.** TENANT may terminate this Lease without penalty or further liability as follows:

A. Upon not less than thirty (30) days prior written notice for any reason;

B. Upon not less than thirty (30) days prior written notice, if the CITY defaults and



fails to cure such default within that thirty (30) day period, or such longer period, as may be reasonably determined by TENANT, if the CITY is diligently working to cure the default; or

C. Immediately, upon written notice, if in TENANT's judgment the Leased Premises is destroyed or damaged so as to substantially and adversely affect TENANT's authorized use of the Leased Premises.

**7. NONAPPLICABILITY OF RELOCATION ASSISTANCE.** The TENANT acknowledges that this Lease does not at any time entitle the TENANT to assistance under the Uniform Relocation and Real Property Acquisition Policy (Ch. 8.26 RCW).

**8. ENCUMBRANCES.**

A. It is expressly understood that the TENANT shall not encumber the Leased Premises. Any encumbrance is void without the prior written consent of the CITY.

B. In the event the TENANT defaults in performance of any obligation under this Lease, the CITY will not terminate the Lease because of such default unless and until the CITY gives not less than thirty (30) days prior written notice of the default to the Lender. Upon such notification, the Lender must cure such default, if the default can be cured by the payment of money within the thirty (30) day period. If the default is not curable by money, Lender must (a) cause the commencement of and thereafter diligently pursue to completion steps and proceedings for the exercise of power of sale in the manner provided by law (foreclosure) and (b) cause and perform all of the covenants and conditions of this Lease requiring the expenditure of money by the TENANT until such time as the improvements on the Leased Premises shall be sold in the manner provided by law (foreclosed). If the Lender fails or refuses to comply with any and all of the conditions in this section, the CITY shall be released from the covenant of forbearance, and the CITY may terminate this Lease with not less than thirty (30) days prior written notice.

C. In the event of a foreclosure or trustee's sale of the Lender's security interest pursuant to the laws of the State of Washington, the purchaser at said sale, be it the Lender or another, shall succeed to all of the right, title and interest of the secured party. The Lender may, with the CITY's consent, receive a deed (a quitclaim deed of all interest of the TENANT) or assignment of the TENANT's interest in lieu of a foreclosure.

**9. USE OF LEASED PREMISES.**

A. Tenant Use of Premises. No use other than events scheduled by the TENANT is permitted without the prior written approval of the CITY. In using the Leased Premises, the TENANT shall comply with all policies and regulations heretofore adopted or hereafter promulgated by the CITY relative to the location, operation, and maintenance of improvements located on the Leased Premises. Furthermore, in using the Leased Premises, it is expressly agreed that TENANT shall (i) comply with all applicable federal, state and local laws, ordinances, and regulations, including environmental requirements that are in force or which may hereafter be in force, and (ii) secure all necessary permits and licenses for the uses of the Leased Premises authorized in this Lease. Prior to conducting any activities or events on the Premises, TENANT shall obtain any and all permits required by State or local law, including a special events permit, as applicable. If any other governmental license or permit is required or desirable for the proper and lawful conduct of TENANT's activities in or on the Premises, or if the failure to secure such a license or permit might in any way affect the CITY, then TENANT, at

TENANT's sole cost and expense, shall procure and thereafter maintain such license or permit and submit the same to inspection by the CITY. TENANT, at TENANT's sole cost and expense, shall at all times comply with the requirements of each such license or permit, and TENANT alone shall be responsible for ensuring compliance with any parking requirements associated with Licensee's use of the Premises, including without limitation any such requirements as might apply under the Americans with Disabilities Act. TENANT shall not commit or allow to be committed any waste upon the Leased Premises nor allow any public or private nuisance.

B. Use of Premises by Others. The CITY shall have the right, at no cost or expense, to use any portion of the Premises and/or to grant permission to others to use any portion of the Premises, by giving TENANT 30 days' written notice, setting forth the date and time of the event.

**10. SIGNS, DISPLAY LIGHTS, ADVERTISING MATERIALS.** All signs or symbols placed by TENANT on the Premises shall be subject to the CITY's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. At the termination of this Lease, TENANT will remove all signs placed by it upon the Premises, and will repair any damage caused by such removal. All signs must comply with sign ordinances and be placed in accordance with required permits.

**11. FENCES.** Any CITY-owned fences in place at the time of execution of this Lease will be maintained by the CITY for the duration of the Lease. Nothing is to be attached to the CITY's fence without the CITY's prior written approval. If any fence is damaged as a result of the TENANT's activities, the TENANT will immediately repair such damage at its cost and to the CITY's satisfaction.

**12. CONDITION OF THE PROPERTY.** The CITY and TENANT acknowledge that they have jointly examined the Leased Premises and the TENANT accepts said Leased Premises in its present condition as of the Commencement Date of this Lease.

**13. MAINTENANCE.** The TENANT shall perform or cause to be performed at its expense all maintenance of the Leased Premises that will include, but not be limited to, keeping the Leased Premises in good condition, both as to safety and appearance, to the satisfaction of the CITY. TENANT shall be responsible for mowing, irrigation maintenance, edging, fertilizing, pesticide application, weed control, and otherwise maintaining the Premises in good condition.

**14. ENVIRONMENTAL REQUIREMENTS.**

A. TENANT represents, warrants and agrees that it will conduct its activities on and off the Leased Premises in compliance with all applicable environmental laws. As used in this Lease, Environmental Laws means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., and Washington or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto, including all amendments and /or revisions to said laws and regulations.

B. Toxic or hazardous substances are not allowed on the Leased Premises without the express written permission of the CITY and under such terms and conditions as may be specified by the CITY. For the purposes of this Lease, "Hazardous Substances," shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq., and the Washington Model Toxics Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said laws and regulations, and shall include gasoline and other petroleum products.

C. TENANT agrees to cooperate in any environmental investigations conducted by CITY staff or independent third parties where there is evidence of contamination on the Leased Premises, or where the CITY is directed to conduct such audit by an agency or agencies having jurisdiction. TENANT will reimburse the CITY for the cost of such investigations, where the need for said investigation was caused by the TENANT's operations. TENANT will provide the CITY with notice of any inspections of the Leased Premises, notices of violations, and orders to clean up contamination. TENANT will permit the CITY to participate in all settlement or abatement discussions. In the event that the TENANT fails to take remedial measures as duly directed by a City, federal, or local regulatory agency within ninety (90) days of such notice, the CITY may elect to perform such work, and the TENANT covenants and agrees to reimburse the CITY for all direct and indirect costs associated with the CITY's work where said contamination resulted from the TENANT's use of the Leased Premises. TENANT further agrees that the use of the Leased Premises shall be such that no hazardous or objectionable smoke, fumes, vapor, odors, or discharge of any kind shall rise above the grade of the right of way.

D. For the purposes of this Lease, "Costs" shall include, but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and attorney fees and other litigation costs incurred in complying with state or federal environmental laws, which shall include, but not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq.; the Clean Water Act, 33 U.S.C. § 1251; the Clean Air Act, 42 U.S.C. § 7401; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901; and the Washington Model Toxics Control Act, Ch. 70.105D RCW, et seq., including all amendments and/or revisions to said laws and regulations.

E. TENANT agrees to defend, indemnify and hold harmless the CITY from and against any and all claims, causes of action, demands and liability including, but not limited to, any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Leased Premises, including those that may have migrated from the Leased Premises through water or soil to other properties, including without limitation, the adjacent CITY property, and which are caused by or result from TENANT's activities on the Leased Premises. TENANT further agrees to retain, defend, indemnify and hold harmless the CITY from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any such Hazardous Substances removed from said Leased Premises.

F. The provisions of this section shall survive the termination or expiration of this Lease.

#### **15. CITY'S RESERVATION OF RIGHT TO MAINTAIN AND GRANT UTILITY FRANCHISES AND PERMITS.**

A. The CITY reserves the right for utility franchise and permit holders to enter upon

the Leased Premises to maintain, repair and enhance the CSO and install new utilities and, for itself, to grant utility franchises and/or permits across the Leased Premises. Such installation will be accomplished in such a manner as to minimize any disruption to the TENANT. The franchise/permit holder will be required to restore paving and grading damaged by the installation. The CITY also reserves the right to withdraw portions of the Leased Premises for uses such as, but not limited to, telecommunications transmission sites, which the CITY determines to be reasonably compatible with TENANT's authorized use of Leased Premises.

B. The TENANT shall not disturb markers installed by a franchise/permit holder and will contact and provide notice to any franchise/permit holder and all owners of underground facilities prior to any excavation. TENANT shall contact the CITY and call the Underground Utility Locating Service, or its successor organization, as part of its efforts to ascertain any and all owners of underground utility facilities and to locate the utility. The TENANT shall not damage legally installed underground utilities. TENANT shall comply with all applicable provisions of Chapter 19.122 RCW relating to underground facilities.

#### **16. PROTECTION OF CSO FACILITIES.**

A. The TENANT agrees to provide protection against likely causes of damage to the CITY's CSO project arising from the TENANT's use of the Leased Premise.

B. The CITY has at all times complete and unimpeded access to the Leased Premises for purposes of operating, maintaining or improving the CSO Facility. TENANT shall not interfere with CITY's maintenance, operation or improvement of the CSO Facility.

C. Any structures, fences or underground facilities installed by the TENANT or caused to be installed by the TENANT must have written consent of the Wastewater Director prior to installation.

D. Permittee shall not at any time or for any duration place loads on the Leased Premises in excess of HS-25 loading as specified in AASHTO Table 3.6.1.2-1. This equates roughly to a 40,000 lb. axle load.

**17. TAXES, ASSESSMENTS, AND UTILITIES.** The TENANT agrees to pay all assessments that benefit the Leased Premises and/or which may hereafter become a lien on the interest of the TENANT. The TENANT also agrees to pay all taxes that may hereafter be levied or imposed upon the interest of the TENANT or by reason of this Lease including without limitation leasehold excise taxes pursuant to Chapter 82.29A RCW, if any. The TENANT is responsible for and agrees to pay the cost of utilities, including, but not limited to, surcharges, fuel adjustments, rate adjustments and taxes that serve the Leased Premises.

#### **18. LIENS.**

A. Nothing in this Lease shall be deemed to make the TENANT the agent of the CITY for purposes of construction, repair, alteration, or installation of structures, improvements, equipment, or facilities on the Leased Premises. The TENANT acknowledges that the CITY may not, and shall not, be subject to claims or liens for labor or materials in connection with such activities by the TENANT.

B. The TENANT shall at all times indemnify and hold harmless the CITY from all claims for labor or materials in connection with construction, repair, alteration, or installation of

structures, improvements, equipment, or facilities on or within the Leased Premises as provided for in this Lease, and from the cost of defending against such claims, including attorney fees.

C. In the event a lien is filed upon the Leased Premises, the TENANT shall:

1. Record a valid Release of Lien;
2. Deposit sufficient cash with the CITY to cover the amount of the claim on the lien in question and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lienholder claim; or
3. Procure and record a bond which releases the Leased Premises from the claim of the lien and from any action brought to foreclose the lien.

D. Should the TENANT fail to accomplish 1, 2, or 3, above, within fifteen (15) days after the filing of such a lien, the Lease shall be in default.

**19. CITY'S RIGHT OF ENTRY AND INSPECTION.** The CITY, for itself, its agents and contractors, reserves the right to enter upon the Leased Premises at any time without notice to the TENANT for the purpose of inspection, maintenance, construction, or reconstruction of the CSO or any element/appurtenance thereof without any offset or reduction of rent. The CITY shall in no way be responsible for any incidental or consequential damages due to such loss of use, if any, by the TENANT. The CITY may from time-to-time go upon the Leased Premises for the purpose of inspecting any maintenance work being done by the TENANT. Entry upon the Leased Premises for any other purpose by the CITY shall be conducted with reasonable notice to the TENANT and during the hours of 8:00 a.m. to 5:00 p.m.

**20. INSURANCE.** During all times relevant to this Lease, TENANT shall maintain in force at its own expense, each insurance noted below.

A. Worker's Compensation and Employer's Liability insurance with a limit of no less than the amount and in form require by law.

B. General Liability insurance on an occurrence basis, with a combined single limit of not less than \$1 million per occurrence and \$2 million aggregate, naming the CITY, and its agents, officers, employees, and such other persons or entities as the CITY may designate as Additional Insureds. The policy shall contain cross liability endorsements, and shall provide coverage for liability arising out of or relating to the ownership, use, and occupancy of the Premises, including non-owned automobile liability and liquor liability insurance if the TENANT's use of the Premises includes the sale of, serving of or the consumption of alcohol. At any time, if, in the reasonable option of the CITY, the amount of commercial general liability insurance coverage provided for herein is not adequate, TENANT shall increase the insurance coverage as required by the CITY.

C. TENANT shall require any contractor or entity performing work for it on the Premises to carry and maintain, at no expense to the CITY: (i) comprehensive general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate; (ii) comprehensive automobile liability insurance with limits for each occurrence of not less than

\$1,000,000 with respect to personal injury or death and \$500,000 with respect to property damage; and (iii) Worker's Compensation or similar insurance in form and amounts required by law.

D. **Certificates of Insurance.** As evidence of the insurance coverages required by this Lease, TENANT shall furnish acceptable insurance certificates to the CITY at the time TENANT signs this LEASE and annually thereafter by December 31<sup>st</sup> each year. The certificate shall specify all of the parties who are Additional Insureds and/or lienholders or loss payees will include applicable policy endorsements and will include the deductible level. Insuring companies or entities are subject to CITY acceptance. If requested, complete copies of insurance policies shall be provided to the CITY. TENANT shall be financially responsible for all pertinent deductible, self-insured retentions, and/or self-insurance.

The CITY and TENANT mutually release the other from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property covered by the insurance policies as required to be carried by the parties under this Lease or any other insurance actually carried by such party, and do hereby mutually waive all rights of subrogation in favor of any insurance carrier against the other arising out of any such loss or damage.

## **21. HOLD HARMLESS/INDEMNIFICATION.**

A. The TENANT, its successors and assigns, will protect, save, and hold harmless the CITY, its authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Leased Premises. The TENANT further agrees to defend the CITY, its agents or employees, in any litigation, including payment of any costs or attorney's fees, for any claims or actions commenced, arising out of, or in connection with acts or activities related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Leased Premises. This obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of the CITY or its authorized agents or employees; provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the CITY, its agents or employees and (b) the TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, employees, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the TENANT or its assigns, subtenants, agents, contractors, licensees, invitees, employees.

B. The indemnification provisions contained in this section shall survive the termination or expiration of this Lease.

**22. PERSONAL PROPERTY.** The CITY shall not be liable in any manner for, or on account of, any loss or damage sustained to any property of whatsoever kind stored, kept, or maintained on or about the Leased Premises, except for such claims or losses that may be caused by the CITY or its authorized agents or employees. Upon termination of this Lease, the CITY or its agent may remove all personal property of the TENANT remaining on the Leased Premises at the TENANT's expense and dispose of it in any manner the CITY deems appropriate. TENANT agrees to reimburse the CITY for the costs of such removal and disposal within thirty (30) days of

the date of the CITY's invoice.

**23. CITY'S APPROVAL OF DESIGN AND CONSTRUCTION.** Tenant shall not make any improvements or alterations to the Premises without the prior written consent of the CITY's Director of Public Works ("Director"), which consent may be withheld, conditioned, or delayed in the Director's sole discretion.

**24. NONDISCRIMINATION.** TENANT, for itself, its successors and assigns, as part of the consideration hereof, does hereby agree to comply with all applicable civil rights and antidiscrimination requirements, including, but not limited to, Chapter 49.60 RCW.

**25. ASSIGNMENT.** Neither this Lease nor any rights created by it may be assigned, sublet or transferred.

**26. PERFORMANCE BY CITY.** If TENANT defaults in the performance or observation of any covenant or agreement contained in this Lease, the CITY, without notice if deemed by the CITY that an emergency exists, or if no emergency exists, with thirty (30) days prior written notice, may direct TENANT to stop work and may itself perform or cause to be performed such covenant or agreement and may enter upon the Leased Premises for such purpose. Such emergency shall include, but not be limited to, endangerment of life, the CSO and/or related appurtenances, or failure of TENANT to obtain in a timely manner the specified insurance coverage. TENANT shall reimburse the CITY the entire cost and expense of such performance by the CITY within thirty (30) days of the date of the CITY's invoice. Any act or thing done by the CITY under the provisions of this section shall not be construed as a waiver of any agreement or condition herein contained or the performance thereof.

**27. DISPOSITION OF IMPROVEMENTS.** Except as provided elsewhere herein, upon termination of this Lease under any provision hereof, the improvements constructed by the TENANT on the Leased Premises shall become the property of the CITY or, at the option of the CITY, shall be removed by the TENANT at the TENANT's expense in a manner prescribed by the CITY. In the event the TENANT fails to remove said improvements upon termination, the CITY may remove and dispose of said improvements as it deems appropriate and at the TENANT's expense. The TENANT shall reimburse the CITY for all expenses incurred in such removal and disposal within thirty (30) days of the date of the CITY's invoice for such costs.

**28. RESTORATION OF SITE.** Prior to termination of this Lease, TENANT agrees, if so directed by the CITY, to restore the Leased Premises to its condition prior to TENANT's occupancy, reasonable wear and tear excepted. This work is to be done at the TENANT's expense to the satisfaction of the CITY.

**29. VACATION OF LEASED PREMISES.** Upon termination of this Lease, the TENANT shall cease its operations on and/or use of the Leased Premises. In the event the TENANT fails to vacate the Leased Premises on the date of termination, the TENANT shall be liable for any and all costs to the CITY arising from such failure.

**30. BINDING CONTRACT.** This Lease shall not become binding upon the CITY unless and until executed for the Mayor following approval by the Spokane City Council.

**31. ATTORNEYS' FEES.** Except as otherwise provided herein, in the event of any controversy, claim, or dispute arising out of this Lease, each party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorney's fees and costs.

**32. MODIFICATIONS.** This Lease contains all the agreements and conditions made between the parties hereto pertaining to the rental of the Leased Premises herein described and may not be modified orally or in any other manner other than by a written agreement signed by all parties hereto. The receipt of rent by the CITY, with knowledge of any breach of this Lease by the TENANT, and/or with knowledge of any default on the part of the TENANT shall not be deemed to be a waiver of any provision of this Lease. Failure on the part of the CITY to enforce any covenant or provision herein contained shall not discharge or invalidate such covenant or provision or affect the right of the CITY to enforce the same in the event of any subsequent breach or default.

**33. INTERPRETATION.** This Lease shall be governed by and interpreted in accordance with the laws of the State of Washington. The titles to paragraphs or sections of this Lease are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

**34. SEVERABILITY.** In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**35. VENUE.** TENANT agrees that the venue of any action or suit concerning this Lease shall be in the Spokane County Superior Court and all actions or suits thereon shall be brought therein, unless applicable law requires otherwise.

**36. 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 Lessee shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Lessee 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.

**37. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this 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. The Lessee agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

**38. ANTI KICK-BACK.** No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, 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 Agreement.



**39. TOTALITY OF AGREEMENT.** It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by the CITY except to the extent that the same are expressed in this Lease.

**40. NOTICES.** Wherever in this Lease written notices are to be given or made, they will be served, personally delivered or sent by certified or overnight mail addressed to the parties at the address listed below unless a different address has been designated in writing and delivered to the other party. The TENANT agrees to accept service of process at said address; provided, that such address is located in the State of Washington. Otherwise, the TENANT designates the Secretary of State of Washington as an agent for the purpose of service of process. Such service shall be deemed personal service.

IN WITNESS WHEREOF, this Lease is executed by the parties, intended to be legally bound, as of the date first written above.

**CITY:** City of Spokane

By: \_\_\_\_\_

Its: \_\_\_\_\_

**TENANT:** Brother Brewing LLC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

STATE OF WASHINGTON    )  
  )ss.  
County of Spokane        )

I hereby certify that I know or have satisfactory evidence that, on this \_\_\_\_ day of \_\_\_\_\_, 2022, \_\_\_\_\_ signed this instrument on oath stated that (she/he/they) is/are authorized to executed the instrument as the \_\_\_\_\_ of Brother Brewing LLC and acknowledged it to be (her/his/their) free and voluntary ace of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON    )  
  )ss.  
County of Spokane        )

I certify that I know of have satisfactory evidence that, on this day \_\_\_\_\_ of \_\_\_\_\_, 2022, \_\_\_\_\_ and \_\_\_\_\_, are the persons who appeared before me and said person acknowledged that they signed this document, and on oath stated that they were authorized to sign and acknowledged it as the \_\_\_\_\_, and the City Clerk, respectively, or the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



**Agenda Sheet for City Council Meeting of:**  
07/18/2022

<b><u>Date Rec'd</u></b>	6/29/2022
<b><u>Clerk's File #</u></b>	OPR 2022-0531
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	ORD C36236
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	

<b><u>Submitting Dept</u></b>	POLICE
<b><u>Contact Name/Phone</u></b>	MIKE MCNAB 835-4514
<b><u>Contact E-Mail</u></b>	MMCNAB@SPOKANEPOLICE.ORG
<b><u>Agenda Item Type</u></b>	Contract Item
<b><u>Agenda Item Name</u></b>	1620 - FY22-23 WASPC SEXUAL ASSAULT KIT GRANT

**Agenda Wording**

Accept funding from the Washington Association of Sheriffs and Police Chiefs (WASPC) for FY22-23 Sexual Assault Kit Initiative Grant Program.

**Summary (Background)**

In 2021-2022 SPD was awarded funding from WASPC that allowed SPD to work solely on the backlog of unsolved sexual assault cases resulting from evidence found in previously un-submitted sexual assault kits. The legislature has extended the grant funding into the 2022-23 fiscal year. SPD was awarded \$173,000 for the 2022-23 grant cycle which provides funding for salaries & benefits, overtime, training, victim advocacy, and familial DNA testing. Grant period 7/1/2022-6/30/2023

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Expense \$ 173,000

Revenue \$ 173,000

Select \$

Select \$

**Budget Account**

# 1620-91799-21250-VARIOUS

# 1620-91799-99999-33469-99999

#

#

**Approvals**

**Dept Head** LUNDGREN, JUSTIN

**Division Director** LUNDGREN, JUSTIN

**Finance** SCHMITT, KEVIN

**Legal** MURAMATSU, MARY

**For the Mayor** ORMSBY, MICHAEL

**Council Notifications**

**Study Session\Other** Finance 06/27/2022

**Council Sponsor** Beggs/Cathcart

**Distribution List**

SPDFINANCE@SPOKANECITY.ORG

MMCNAB@SPOKANEPOLICE.ORG

**Additional Approvals**

**Purchasing**

**GRANTS,  
CONTRACTS &  
PURCHASING** MURRAY, MICHELLE

**WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS  
INTERAGENCY AGREEMENT—SPECIFIC TERMS AND CONDITIONS**

**SEXUAL ASSAULT KIT INITIATIVE PROJECT**

**OVERVIEW:**

The Washington State Legislature has allocated \$750,000 dollars for the period of July 1, 2022 to June 30, 2023 for the Sexual Assault Kit Initiative Project. These funds are available as established by [RCW 36.28A.430](#). Grants are awarded to local law enforcement agencies to support multidisciplinary community response teams engaged in seeking a just resolution to sexual assault cases resulting from evidence found in previously un-submitted sexual assault kits—these kits are referred to as SAK3s. [RCW 5.70.050](#) required all SAK3s to be submitted to the Crime Lab for testing by October 1, 2019.

The purpose of these funds is to shift the focus from submitting kits for testing to investigating these cases to conclusion—even if prosecution is not viable and/or the crime lab’s analysis did not produce a hit. Agencies are encouraged to review the SAK3 cases and determine if additional investigation would help create a just resolution for the victim, regardless of the prosecutor’s ability to prosecute.

**AGREEMENT:**

This AGREEMENT is entered into by and between the **WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS** (hereinafter referred to as WASPC) and the **SPOKANE POLICE DEPARTMENT** (hereinafter referred to as the RECIPIENT).

**Award Recipient Name and Address:**

Spokane Police Department  
1100 W Mallon Ave  
Spokane, WA 99260

**Agency Contact:** Michael McNab

**Title:** Major

**Email:** [mmcnab@spokanepolice.org](mailto:mmcnab@spokanepolice.org)

**Phone:** 509-835-4514

**Project Title**

SAK3 Grant

**Funding Cycle**

July 1, 2022-June 30, 2023

**Agreement No:**

SAK3 2022-23 Spokane PD

**Funding Authority:**

WA Association of Sheriffs and Police Chiefs

**Grant Award:**

\$173,000.00

**Service Area:**

City of Spokane, WA

**FUNDING SOURCE:**

Funding for this AGREEMENT is provided to WASPC through the Criminal Justice Training Commission from the State of Washington. These are state funds allocated by the Washington State Legislature. Funding awarded the RECIPIENT shall not exceed the amount shown above.

### **SCOPE OF WORK:**

Grant recipients shall:

1. Maintain a multidisciplinary cold case or sexual assault investigation team or teams to conduct follow-up investigations and prosecutions of SAK3 cases. Teams must include prosecutors, law enforcement and victim advocates.
2. Review/investigate cases with completed DNA testing to resolution.
3. The team must use victim-centered, trauma-informed protocols.
4. Team members must complete the specialized training for victim-centered, trauma-informed investigations and prosecutions (CJTC-SAI-VCERT Course no. 7000).
5. Victim advocates should incorporate the recommendations by the SAFE Advisory Committee when initiating (re)contact with victims and/or notifying victims of the current status of their case.
6. Must provide monthly report to WASPC (see data collection and monthly reporting).
7. Submit monthly invoices for reimbursement.

### **DATA COLLECTION AND MONTHLY REPORTING:**

WASPC will provide a tracking sheet to the RECIPIENT. The RECIPIENT shall update the sheet with the current status of all cases listed. The RECIPIENT shall submit monthly reports documenting any case updates. Monthly reports are due on the 10<sup>th</sup> of each month.

Data points shall include:

- Updates to the 'Case Status' column for each SAK3 case investigated during reporting period
- Updates to the 'Was there a conviction?' column for any changes during reporting period

The RECIPIENT shall complete a monthly grant report, electronically. The monthly grant report will include the following elements:

- Any changes in multidisciplinary cold case or sexual assault investigation team members.
- Any victim-centered, trauma informed trainings attended by team members.
- Any changes to adopted protocols.
- Number of advocate contacts with victims during reporting period.
- A quick narrative of the work performed, include any successes and struggles for the month.

### **INVOICES FOR REIMBURSEMENT:**

Funding is restricted to costs associated with the investigation and resolution of SAK3 cases included on the original SAK3 tracking sheet provided.

Invoice submission will document the following:

- Employee hours related to an investigation (straight time and overtime), reference case numbers.
- Non-department employee hours related to an investigation (advocates), reference case numbers.
- Any additional costs (i.e. travel, familial DNA testing, etc.) related to an investigation, reference case number.

Invoices shall be submitted to WASPC by the 25th of each month using an [A-19 voucher](#).

**SIGNATURE:**

IN WITNESS WHEREOF, WASPC and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and Letter and other documents incorporated herein.

<b>For WASPC</b> Name: Steven D. Strachan Title: Executive Director Agency: Washington Association of Sheriffs & Police Chiefs  Date: Signature:	<b>For RECIPIENT</b> Name: Craig Meidl Title: Chief Agency: Spokane Police Department  Date: Signature:
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Washington Association of  
**SHERIFFS &  
POLICE CHIEFS**

3060 Willamette Drive NE  
Lacey, WA 98516  
360-486-2380 (Phone)  
360-486-2381 (Fax)  
[www.waspc.org](http://www.waspc.org)

**President**  
Chief Steve Crown  
City of Wenatchee

**President-Elect**  
Sheriff Tom Jones  
Grant County

**Vice President**  
Chief Darrell Lowe  
City of Redmond

**Past President**  
Sheriff Rick Scott  
Grays Harbor County

**Treasurer**  
Chief Brett Vance  
City of Montesano

**Executive Board**  
Chief John Batiste  
Washington State Patrol

Sheriff Brad Thurman  
Cowlitz County

Chief Cherie Harris  
City of Kirkland

Sheriff Kevin Morris  
Douglas County

Chief Rafael Padilla  
City of Kent

Sheriff James Raymond  
Franklin County

Don Voiret, SAC  
FBI—Seattle

Chief Sam White  
Lower Elwha Klallam  
Police Department

Steven D. Strachan  
Executive Director

June 1, 2022

Major Michael McNab  
Spokane Police Department  
1100 W Mallon Ave  
Spokane, WA 99260

Dear Major McNab:

Subject: Sexual Assault Kit Initiative Project Funding Award

The Washington State Legislature has allocated \$750,000 dollars for the period of July 1, 2022 to June 30, 2023 for the Sexual Assault Kit Initiative Project. These funds are available as established by [RCW 36.28A.430](#). Grants are awarded to local law enforcement agencies to support multidisciplinary community response teams engaged in seeking a just resolution to sexual assault cases resulting from evidence found in previously un-submitted sexual assault kits—these kits are referred to as SAK3s.

**WASPC is pleased to award the Spokane Police Department \$173,000 under the Sexual Assault Kit Initiative Project.** The funding period for use of these funds is July 1, 2022 to June 30, 2023. Please review the enclosed Interagency Agreement between the Washington Association of Sheriffs and Police Chiefs (WASPC) and the Spokane Police Department. The Interagency Agreement details the scope of work and additional requirements for this project.

The WASPC point of contact for the Sexual Assault Kit Initiative Project is Terrina Peterson. Terrina can be reached at [tpeterson@waspc.org](mailto:tpeterson@waspc.org) or via phone at (360) 486-2386.

We look forward to continuing to work with the Spokane Police Department on this project.

Sincerely,

A handwritten signature in blue ink that reads "Jamie Weimer".

Jamie Weimer  
Projects and Programs Manager

## Committee Agenda Sheet

### Finance and Administration Committee

<b>Submitting Department</b>	Spokane Police Department
<b>Contact Name &amp; Phone</b>	Mike McNab-835-4514
<b>Contact Email</b>	mmcnab@spokanepolice.org
<b>Council Sponsor(s)</b>	Council President Beggs & Councilman Cathcart
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion     Time Requested: _____
<b>Agenda Item Name</b>	Accept funding from the Washington Association of Sheriffs and Police Chiefs (WASPC) for FY22-23 Sexual Assault Kit Initiative Grant Program w/ corresponding SBO
<b>Summary (Background)</b>	<p>In 2021-2022 SPD was awarded a total of \$208,000 from WASPC that allowed SPD to work solely on the backlog of unsolved sexual assault cases resulting from evidence found in previously un-submitted sexual assault kits. The legislature has extended the grant funding into the 2022-23 fiscal year. SPD was awarded \$173,000 for the 2022-23 grant cycle which provides funding for salaries &amp; benefits, overtime, training, victim advocacy, and familial DNA testing.</p> <p>With acceptance of this award, a corresponding SBO is also necessary to provide budget appropriation for the additional costs and reimbursement revenue.</p>
<b>Proposed Council Action &amp; Date:</b>	June 27 <sup>th</sup> , 2022
<b>Fiscal Impact:</b> Total Cost: <u>\$173,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: WA Association of Sheriffs and Police Chiefs  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?	
<u>None</u>	
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?	
<b>Police reporting collects data on race and gender should that data need to be analyzed in relation to this program.</b>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
<b>Police reporting collects data on race and gender should that data need to be analyzed in relation to the effectiveness of this program.</b>	



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?

**Work on untested sexual assault kits aligns with multiple goals from the Police Department's 2022-2023 Strategic Plan Including:**

- **Help create a safer, healthier, and more supportive environment for all residents and visitors**
- **Combat crime by using innovative policing practices and technology.**

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

07/18/2022

**Date Rec'd**

6/22/2022

**Clerk's File #**

OPR 2020-0061

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

HOUSING &amp; HUMAN SERVICES

**Cross Ref #****Contact Name/Phone**

HEATHER PAGE 6578

**Project #**

E-21-MC-53-0006

**Contact E-Mail**

HPAGE@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #**

23610

**Agenda Item Name**

1680 - HUD ESG BUDGET AMENDMENT FOR THE HOC

**Agenda Wording**

Budget Amendment with Catholic Charities to increase funds from the Emergency Solutions Grant from the Department of Housing and Urban Development for the House of Charity Emergency Shelter-\$481,652. Total Contract Amount: \$1,033,610.

**Summary (Background)**

Essential Services for individuals and families in emergency shelter: Component services generally consist of case management, child care, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, and transportation. Shelter Operations: including maintenance, rent, security, fuel, equipment, insurance, utilities, and furnishings.

Lease? NO

Grant related? YES

Public Works? NO

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

Expense \$ 481,652.00

# 1540-95573-65410-54201-99999

Select \$

#

Select \$

#

Select \$

#

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

CORTRIGHT, CARLY

**Study Session\Other**

PIES 5/23

**Division Director**

CORTRIGHT, CARLY

**Council Sponsor**

Council Member Kinnear

**Finance**

MURRAY, MICHELLE

**Distribution List****Legal**

ODLE, MARI

hpage@spokanecity.org

**For the Mayor**

PERKINS, JOHNNIE

CHHSgrants@spokanecity.org

**Additional Approvals**

CHHSaccounting@spokanecity.org

**Purchasing**

kclifton@spokanecity.org

**GRANTS,  
CONTRACTS &  
PURCHASING**

MURRAY, MICHELLE



**City of Spokane**  
**AGREEMENT AMENDMENT D**

Title: House of Charity Emergency  
Shelter Program

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Catholic Charities of Spokane**, whose address is 12 East 5th Avenue, Spokane, Washington 99202 as ("GRANTEE").

*WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the House of Charity Emergency Shelter Program; and*

*WHEREAS, the funding for the third year of the five year funding cycle is awarded as approved in the five year award recommendations and shall be added to the original Agreement; and*

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

*WHEREAS, additional funding has been made available under the Program Year 2021 Emergency Solutions Grant, Grantor Award # E-21-MC-53-0006, Total Federal Award \$288,596.00, and issued on November 10, 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 January 17, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Agreement Amendment shall become effective on July 1, 2021.

**3. AMENDMENT.**

**SECTION NO. 3 – BUDGET.** The total amount City shall pay GRANTEE is increased by **FOUR HUNDRED EIGHTY ONE THOUSAND SIX HUNDRED FIFTY TWO AND NO/100 DOLLARS (\$481,652.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **ONE MILLION THIRTY THREE THOUSAND SIX HUNDRED TEN AND NO/100 DOLLARS (\$1,033,610.00)** 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 5} of the original Agreement):

<b>EMERGENCY SOLUTIONS GRANT – PROGRAM YEAR 2019</b>	
Operations	\$166,223
<b>Subtotal</b>	<b>\$166,223</b>
<b>EMERGENCY SOLUTIONS GRANT – PROGRAM YEAR 2020</b>	
Operations	\$169,621
<b>Subtotal</b>	<b>\$169,621</b>
<b>EMERGENCY SOLUTIONS GRANT - CORONAVIRUS</b>	
Operations	\$179,624
Essential Services	\$493,055
Administration	\$25,087
<b>Subtotal</b>	<b>\$697,766</b>
<b>EMERGENCY SOLUTIONS GRANT – PROGRAM YEAR 2020</b>	
Operations	\$170,272.00
<b>Subtotal</b>	<b>\$170,272.00</b>
<b>GRAND TOTAL</b>	<b>\$1,203,882.00</b>

Emergency Solutions Grant– Coronavirus funds (“ESG-CV”) are available March 15, 2020 through August 3, 2022 only. All funds expended under the ESG-CV award are subject to the requirements provided under the “Homeless Assistance Grants” heading of Title XII of Division B of the CARES Act Public Law 116-136), Subtitle B of Title IV of the McKinney-Vento Homeless Act (42 U.S.C. 11371 et seq.), and the Emergency Solutions Grant regulations at 24 CFR Part 576. After August 3, 2022, any coronavirus outbreak related services provided by the GRANTEE will be deemed ineligible for reimbursement under the original Agreement and this Amendment.

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

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Attachment 1 – Suspension & Debarment and FFATA Certification

Attachment 2 – REVISED Grantee Billing Form

**ATTACHMENT 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.

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

 <b>City of Spokane</b> <b>Grantee Billing Form</b> <b>2019-2024 Emergency Solutions Grant</b>	City Clerk #		OPR 2020-0061	
	Vendor ID #		012876	
	FMS Acct #		Multiple codes, see FDS.	

<b>SUBMIT BILLING TO:</b>		Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. <u>Vendor/Claimant Certificate</u> : I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.			
City of Spokane Community, Housing, and Human Services Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201					
<b>GRANTEE (Warrant is to be payable to:)</b>					
Catholic Charities of Spokane 12 E. 5th Ave Spokane, WA 99202					

<b>Project/Program:</b> House of Charity Emergency Shelter		<b>By:</b>		
<b>Award Number:</b> E19 & 20-MC-53-0006/E-20-MW-53-0006		(SIGN IN INK)		
<b>National Objective:</b> N/A		(TITLE) (DATE)		
<b>Eligibility Code:</b> N/A				
<b>IDIS Activity ID:</b> See table below		(EMAIL ADDRESS) (TELEPHONE NUMBER)		
<b>Grant Term:</b> 07/01/2019 - 06/30/2024		<b>Billing date:</b>		
<b>Indirect Cost Rate:</b> 10% MTDC		<b>Expense Period:</b>		

	<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)
<b>EXPENSE Categories:</b>				
<b>EMERGENCY SOLUTIONS GRANT - PROGRAM YEAR 2019</b>				
<b>SHELTER OPERATIONS - IDIS ACTIVITY # 4348</b>				
OPERATIONS	\$ 166,223.00	\$ -	\$ 166,223.00	\$ -
ESG PY 2019 Subtotal	\$ 166,223.00	\$ -	\$ 166,223.00	\$ -
<b>SHELTER OPERATIONS - IDIS ACTIVITY # 4374</b>				
Salaries & Benefits - Maintenance	\$ 122,073.00	\$ -	\$ 63,787.19	\$ 58,285.81
Salaries & Benefits - Security	\$ 32,128.00	\$ -	\$ 25,383.00	\$ 6,745.00
Indirect Costs	\$ 15,420.00	\$ -	\$ 8,916.25	\$ 6,503.75
ESG PY 2020 Subtotal	\$ 169,621.00	\$ -	\$ 98,086.44	\$ 71,534.56
<b>SHELTER OPERATIONS - IDIS ACTIVITY # 4415</b>				
Salaries & Benefits - Maintenance	\$ 122,544.00	\$ -		\$ 122,544.00
Salaries & Benefits - Security	\$ 32,250.00	\$ -		\$ 32,250.00
Indirect Costs	\$ 15,478.00	\$ -		\$ 15,478.00
ESG PY 2020 Subtotal	\$ 170,272.00	\$ -		\$ 170,272.00
<b>EMERGENCY SOLUTIONS GRANT - CORONAVIRUS ("ESG-CV")</b>				
<b>ESG-CV SHELTER OPERATIONS - IDIS ACTIVITY # 4374</b>				
Maintenance - Staff	\$ 53,200.00	\$ -	\$ 53,200.00	\$ -
Security - Staff	\$ 130,258.00	\$ -	\$ 107,431.80	\$ 22,826.20
Facility Rent	\$ 26,850.00	\$ -	\$ 13,732.46	\$ 13,117.54
Food	\$ 21,000.00	\$ -	\$ 21,000.00	\$ -
Shelter Supplies	\$ 47,508.00	\$ -	\$ 34,331.87	\$ 13,176.13
Indirect Costs	\$ 25,197.00	\$ -	\$ 21,499.41	\$ 3,697.59
<b>ESG-CV ESSENTIAL SERVICES - IDIS ACTIVITY # 4374</b>				
Case Management	\$ 851,231.00	\$ -	\$ 448,231.00	\$ 403,000.00
Indirect Costs	\$ 85,124.00	\$ -	\$ 44,823.70	\$ 40,300.30
<b>ESG-CV ADMINISTRATION - IDIS ACTIVITY # 4372</b>				
Direct Admin	\$ 34,995.00	\$ -	\$ 22,807.00	\$ 12,188.00
Indirect Costs	\$ 3,499.00	\$ -	\$ 2,280.00	\$ 1,219.00
ESG-CV Subtotal	\$ 1,278,862.00	\$ -	\$ 769,337.24	\$ 509,524.76
<b>GRAND TOTAL</b>	<b>\$ 1,614,706.00</b>	<b>\$ -</b>	<b>\$ 1,033,646.68</b>	<b>\$ 581,059.32</b>

Contract Amount (auto populated)	\$ 1,614,706.00	% Expended:	64.01%
Total Expended to Date (auto populated)	\$ 1,033,646.68		
Contract Remaining Balance	\$ 581,059.32	% Remaining:	35.99%
<input type="checkbox"/> Check box if final request.		CHHS Approval:	

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

07/18/2022

**Date Rec'd**

7/5/2022

**Clerk's File #**

OPR 2022-0532

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

ENGINEERING SERVICES

**Cross Ref #****Contact Name/Phone**

DAN BULLER 625-6391

**Project #**

2022043

**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**

0370 – LOW BID AWARD – RESIDENTIAL CHIP SEAL (2022043) – TO BE DETERMINED

**Agenda Wording**

Low Bid of (to be determined at bid opening to be held on 7/11) (City, ST) for 2022 Residential Chip Seal - \$\_\_\_\_\_. An administrative reserve of \$\_\_\_\_\_, which is 10% of the contract price, will be set aside. (Various Neighborhood Councils)

**Summary (Background)**

On July 11, 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 \$529,273.25; \_\_\_\_\_ other bids were received as follows: (to be determined). All information will be provided prior to the 7/18 council meeting.

Lease? NO

Grant related? NO

Public Works? YES

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

Expense \$ 0

# 0

Select \$

#

Select \$

#

Select \$

#

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

BULLER, DAN

**Study Session\Other**

PIES 5/23

**Division Director**

FEIST, MARLENE

**Council Sponsor**

Kinnear

**Finance**

MURRAY, MICHELLE

**Distribution List****Legal**

ODLE, MARI

eraea@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

**Additional Approvals**

kgoodman@spokanecity.org

**Purchasing**

jgraff@spokanecity.org

ddaniels@spokanecity.org

pyoung@spokanecity.org

## Committee Agenda Sheet

### PIES

<b>Submitting Department</b>	Public Works, Engineering
<b>Contact Name &amp; Phone</b>	Dan Buller 625-6391
<b>Contact Email</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	X Consent <input type="checkbox"/> Discussion Time Requested: _____
<b>Agenda Item Name</b>	2022 Residential Chip Seal project
<b>Summary (Background)</b>	<ul style="list-style-type: none"> <li>This project will chip seal residential streets in two areas as shown on the attached exhibits.</li> <li>Public involvement will consist of a letter and brochure describing the project limits and how chip sealing works mailed to fronting property owners.</li> <li>This project is the annual TBD funded residential chip seal project.</li> <li>Included areas are shown on the attached exhibits.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
<b>Fiscal Impact:</b> 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.)	
<b>Operations Impacts</b>	
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?	

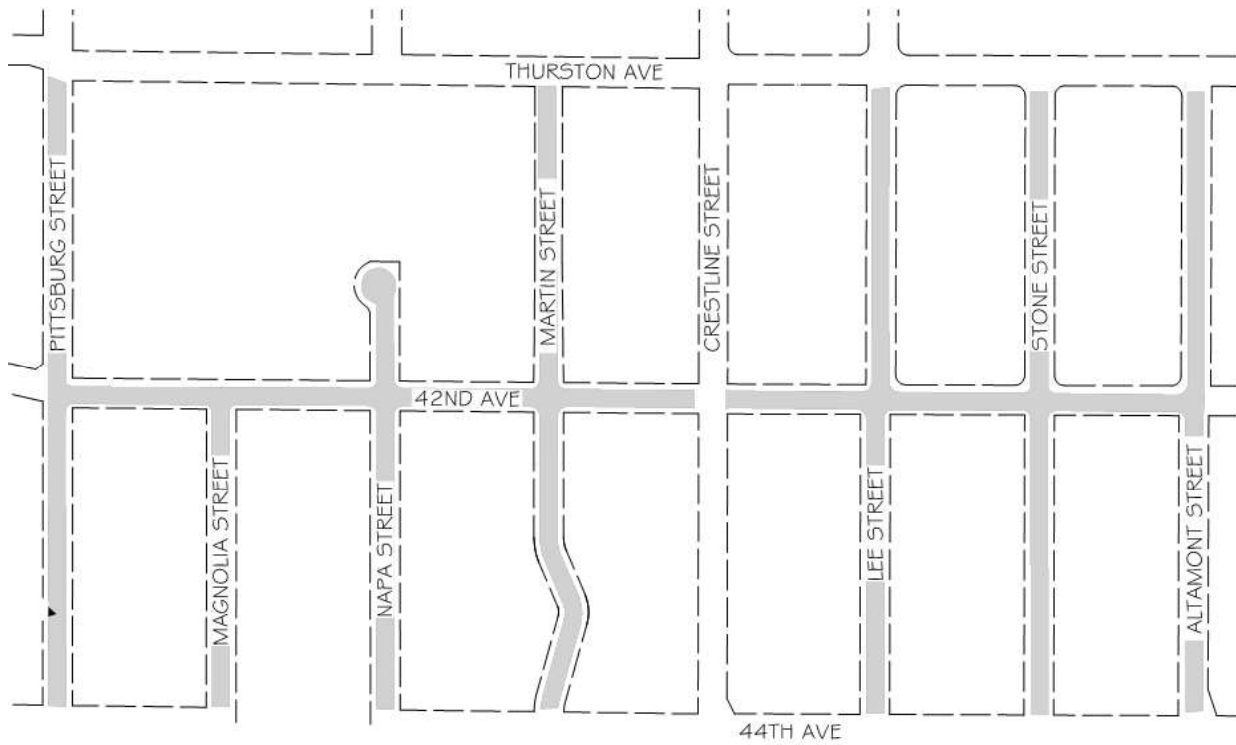


Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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



## 42ND AVENUE ET AL.



## NAPA STREET ET AL.

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

07/18/2022

**Date Rec'd**

6/29/2022

**Clerk's File #**

ORD C36234

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

POLICE

**Cross Ref #****Contact Name/Phone**JACQUI 625-4109  
MACCONNELL**Project #****Contact E-Mail**

JMACCONNELL@SPOKANEPOLICE.ORG

**Bid #****Agenda Item Type**

Special Budget Ordinance

**Requisition #****Agenda Item Name**

1620-ACADEMY FACILITY UPDATES

**Agenda Wording**

Special Budget Ordinance to utilize state provided law enforcement and criminal justice legislation funds for the update & renovation of SPD training facilities and equipment.

**Summary (Background)**

In 2021, the City of Spokane was given \$889,807 to assist with one-time costs related to law enforcement and criminal justice legislation. SPD would like to use \$283,000 for needed carpet replacement at the Training Center, for a new target turning system, for updated audio/visual equipment and to provide additional training for 30 members of our department.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ 283,000

# 1620-99138-VARIOUS

Select \$

#

Select \$

#

Select \$

#

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

MACCONNELL, JACQUI

**Study Session\Other**

Finance 06/27/2022

**Division Director**

OLSEN, ERIC

**Council Sponsor**

KINNEAR/CATHCART

**Finance**

SCHMITT, KEVIN

**Distribution List****Legal**

PICCOLO, MIKE

jmacconnell@spokanepolice.org

**For the Mayor**

ORMSBY, MICHAEL

spdfinance@spokanecity.org

**Additional Approvals****Purchasing****MANAGEMENT & BUDGET**

STRATTON, JESSICA

## Committee Agenda Sheet

### Finance and Administration

<b>Submitting Department</b>	Police Department
<b>Contact Name &amp; Phone</b>	Jacqui MacConnell – 625-4109
<b>Contact Email</b>	jmacconnell@spokanepolice.org
<b>Council Sponsor(s)</b>	Councilmember Kinnear & Councilmember Cathcart
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	SBO for Police Training Center Facility/Equipment Updates
<b>Summary (Background)</b>	<p>The City of Spokane was awarded \$889,807 to assist with one-time costs related to law enforcement and criminal justice legislation enacted between January 1, 2020, and June 30, 2021. SPD would like to use \$283,000 for needed carpet replacement at the Training Center, for a new target turning system, for updated audio/visual equipment and to provide “Legally Justified but was it Avoidable” training for 30 members of our department.</p> <p>The Spokane Police Department’s Training Center is the epicenter for training for the department, and also serves as a training center for the state. In the Training Center we have two Basic Law Enforcement Academy sessions per year, as well as two to three in-service trainings. Additionally, other departments will sometimes attend our training as they often do not have the resources to conduct some of the updated training we do (i.e. 2021 Legislative updates, one of our adjoining departments sent representatives in order to provide the training to their department). We host groups at the Training Center to continue to build the relationship with the public, for example Citizen Police Academies and youth/school field trips. The Training Center continues to provide progressive training such as Active Bystandership for Law Enforcement, Implicit Bias, Procedural Justice, Reality Based Training, and more.</p> <p>Aspects of the Training Center have not been updated for at least 15 years and are in dire need of replacement. The carpet throughout the building needs to be replaced as they are currently somewhat of an embarrassment given their condition. Estimated cost for carpet replacement is \$70,000.</p> <p>We currently have an antiquated target turning system that essentially only provides the option of shooting at an appropriate shoot target. New target turning systems can provide multiple targets to help train both verbal and less lethal de-escalation tactics, as well as decision-making and shoot/don’t shoot scenarios. A new target turning system will cost approximately \$150,000.</p> <p>The audio/visual equipment at the Academy needs an upgrade. Audio visual is a must for any training today and it is used for almost all trainings. The audio/visual equipment upgrade will cost approximately \$60,000.</p>

	<p>“Legally Justified but Was It Avoidable” training presented by Calibre Press is a training that we would like to provide for approximately 30 members of our department. The training analyzes dozens of recent use of force videos and focuses on the totality of the interaction. The training considers if poor or ill-advised tactics, ineffective communication, a lack of personal control and/or a misunderstanding of acute stress led the officer(s) to escalate the event unintentionally and unconsciously. Calibre Press will provide the on-line training to the Spokane Police Department for \$99/person. The approximate cost of this training would be \$3,000.</p>
<p><b>Proposed Council Action &amp; Date:</b></p>	
<p><b>Fiscal Impact:</b>  Total Cost: <u>\$283,000</u>  Approved in current year budget?      <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No   <input type="checkbox"/> N/A   Funding Source              <input checked="" type="checkbox"/> One-time      <input type="checkbox"/> Recurring  Specify funding source: One-time State legislation funds received in 2021   Expense Occurrence      <input checked="" type="checkbox"/> One-time      <input type="checkbox"/> Recurring   Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b>  What impacts would the proposal have on historically excluded communities?</p>	
<p>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?</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p>	

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?

ORDINANCE NO C36234

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

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Public Safety & Judicial Grant fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Public Safety & Judicial Grant Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$283,000.
  - A. Of the increased appropriation, \$70,000 is provided solely for replacing aging flooring and carpeting at the Police Academy facility.
  - B. Of the increased appropriation, \$150,000 is provided solely for upgrading and installing a new target turning system at the firing range.
  - C. Of the increased appropriation, \$60,000 is provided solely for replacing and upgrading AV equipment used in classrooms.
  - D. Of the increased appropriation, \$3,000 is provided solely for additional training courses.
  - E. The increased appropriation is funded from the balance in the Public Safety & Judicial Grant Fund unappropriated reserves portion of the state distribution to assist with one-time costs related to law enforcement and criminal justice related legislation.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to update training facilities and equipment, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_

City Clerk

Approved as to form: \_\_\_\_\_

Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

07/18/2022

**Date Rec'd**

6/29/2022

**Clerk's File #**

ORD C36235

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

POLICE

**Cross Ref #****Contact Name/Phone**JACQUI 625-4109  
MACCONNELL**Project #****Contact E-Mail**

JMACCONNELL@SPOKANEPOLICE.ORG

**Bid #****Agenda Item Type**

Special Budget Ordinance

**Requisition #****Agenda Item Name**

0680 - ACADEMY RENOVATIONS

**Agenda Wording**

Special Budget Ordinance to replace carpet and gym equipment/facilities at the Spokane Police Department academy facility used to conduct Basic Law Enforcement Academies.

**Summary (Background)**

The Spokane Police Department (SPD) and the Washington State Criminal Justice Training Commission (WSCJTC) have had a long-standing agreement for SPD to host and conduct Basic Law Enforcement Academy's multiple times each year. Recently, that agreement (OPR 2019-0028) was amended to include reimbursement for usage of SPD's Academy and Firing Range facilities. The new agreement will bring in \$26,676 in unbudgeted revenue.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ 26,676

# 0680-11460-VARIOUS

Revenue \$ 26,676

# 0680-99999

Select \$

#

Select \$

#

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

MACCONNELL, JACQUI

**Study Session\Other**

Finance 06/27/2022

**Division Director**

LUNDGREN, JUSTIN

**Council Sponsor**

KINNEAR/CATHCART

**Finance**

SCHMITT, KEVIN

**Distribution List****Legal**

PICCOLO, MIKE

jmacconnell@spokanepolice.org

**For the Mayor**

ORMSBY, MICHAEL

spdfinance@spokanecity.org

**Additional Approvals****Purchasing****MANAGEMENT &  
BUDGET**

STRATTON, JESSICA



## Committee Agenda Sheet

### Finance & Administration

<b>Submitting Department</b>	Spokane Police Department
<b>Contact Name &amp; Phone</b>	Jacqui MacConnell 625-4109
<b>Contact Email</b>	jmacconnell@spokanepolice.org
<b>Council Sponsor(s)</b>	Councilmember Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	SBO to realize additional BLEA revenues to be used for Academy renovations
<b>Summary (Background)</b>	<p>The Spokane Police Department (SPD) and the Washington State Criminal Justice Training Commission (WSCJTC) have had a long-standing agreement for SPD to host and conduct Basic Law Enforcement Academy's multiple times each year.</p> <p>Recently, that agreement (OPR 2019-0028) was amended to include reimbursement for usage of SPD's Academy and Firing Range facilities. This revenue was unbudgeted and SPD requests an increase to the budget appropriation to be used for remodel and renovation of the SPD Academy building.</p> <p>We are looking to use the \$26,676 to replace the aging carpet in the Basic Law Enforcement Academy classroom. The gym is also utilized for defensive tactics and as a work-out facility for our BLEA students. We are looking to replace our gym mats as well as add workout equipment for our students to use. Our BLEA students currently work-out every day, and there is not enough equipment to accommodate them all. We additionally need to add equipment to provide what they need.</p> <p>We are estimating \$9,000 dollars to replace the flooring in the BLEA classroom, and the remaining \$17,676 to purchase equipment (Treadmills, weights, and Mats) for the Gym.</p> <p>Total estimated revenue/cost of \$26,676.</p>
<b>Proposed Council Action &amp; Date:</b>	Approval July 11th
<b>Fiscal Impact:</b> Total Cost: \$26,676 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: OPR 2019-028 CJTC revenue  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on 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?
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right 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?

ORDINANCE NO C36235

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

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Police fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Police Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$26,676.
  - A) \$26,676 of the increased revenue is from the Washington State Criminal Justice Training Commission for hosting Basic Law Enforcement Academy (BLEA) sessions.
- 2) Increase the appropriation by \$26,676.
  - A) Of the increased appropriation, approximately \$9,000 is provided solely for replacing the aging flooring in the BLEA classroom.
  - B) Of the increased appropriation, approximately \$17,676 is provided solely for updating additional training equipment used by BLEA students.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to update training facilities and equipment, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_

City Clerk

Approved as to form: \_\_\_\_\_

Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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



**Agenda Sheet for City Council Meeting of:**  
07/18/2022

<b><u>Date Rec'd</u></b>	6/29/2022
<b><u>Clerk's File #</u></b>	ORD C36236
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	OPR 2022-0531
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	

<b><u>Submitting Dept</u></b>	POLICE
<b><u>Contact Name/Phone</u></b>	MIKE MCNAB 835-4514
<b><u>Contact E-Mail</u></b>	MMCNAB@SPOKANEPOLICE.ORG
<b><u>Agenda Item Type</u></b>	Special Budget Ordinance
<b><u>Agenda Item Name</u></b>	1620 - SBO FOR FY22-23 SAK GRANT

**Agenda Wording**

Special Budget Ordinance as part of acceptance of FY22-23 Sexual Assault Kit Initiative grant from the Washington Association of Sheriffs and Police Chiefs(WASPC).

**Summary (Background)**

In 2021-2022 SPD was awarded funding from WASPC that allowed SPD to work solely on the backlog of unsolved sexual assault cases resulting from evidence found in previously un-submitted sexual assault kits. The legislature has extended the grant funding into the 2022-23 fiscal year. SPD was awarded \$173,000 for the 2022-23 grant cycle which provides funding for salaries & benefits, overtime, training, victim advocacy, and familial DNA testing.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Revenue	\$ 173,000	<b><u>Budget Account</u></b>	# 1620-91799-99999-33469-99999
Expense	\$ 173,000		# 1620-91799-21250-VARIOUS
Select	\$		#
Select	\$		#

**Approvals**

<b><u>Dept Head</u></b>	OLSEN, ERIC
<b><u>Division Director</u></b>	LUNDGREN, JUSTIN
<b><u>Finance</u></b>	SCHMITT, KEVIN
<b><u>Legal</u></b>	PICCOLO, MIKE
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Council Notifications**

<b><u>Study Session\Other</u></b>	Finance 06/27/2022
<b><u>Council Sponsor</u></b>	Beggs/Cathcart

**Distribution List**

SPDFINANCE@SPOKANECITY.ORG
MMCNAB@SPOKANEPOLICE.ORG

**Additional Approvals**

<b><u>Purchasing</u></b>	
<b><u>MANAGEMENT &amp; BUDGET</u></b>	STRATTON, JESSICA

## Committee Agenda Sheet

### Finance and Administration Committee

<b>Submitting Department</b>	Spokane Police Department
<b>Contact Name &amp; Phone</b>	Mike McNab-835-4514
<b>Contact Email</b>	mmcnab@spokanepolice.org
<b>Council Sponsor(s)</b>	Council President Beggs & Councilman Cathcart
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion     Time Requested: _____
<b>Agenda Item Name</b>	Accept funding from the Washington Association of Sheriffs and Police Chiefs (WASPC) for FY22-23 Sexual Assault Kit Initiative Grant Program w/ corresponding SBO
<b>Summary (Background)</b>	<p>In 2021-2022 SPD was awarded a total of \$208,000 from WASPC that allowed SPD to work solely on the backlog of unsolved sexual assault cases resulting from evidence found in previously un-submitted sexual assault kits. The legislature has extended the grant funding into the 2022-23 fiscal year. SPD was awarded \$173,000 for the 2022-23 grant cycle which provides funding for salaries &amp; benefits, overtime, training, victim advocacy, and familial DNA testing.</p> <p>With acceptance of this award, a corresponding SBO is also necessary to provide budget appropriation for the additional costs and reimbursement revenue.</p>
<b>Proposed Council Action &amp; Date:</b>	June 27 <sup>th</sup> , 2022
<b>Fiscal Impact:</b> Total Cost: <u>\$173,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: WA Association of Sheriffs and Police Chiefs  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?	
<u>None</u>	
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?	
<b>Police reporting collects data on race and gender should that data need to be analyzed in relation to this program.</b>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
<b>Police reporting collects data on race and gender should that data need to be analyzed in relation to the effectiveness of this program.</b>	

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?

**Work on untested sexual assault kits aligns with multiple goals from the Police Department's 2022-2023 Strategic Plan Including:**

- **Help create a safer, healthier, and more supportive environment for all residents and visitors**
- **Combat crime by using innovative policing practices and technology.**

ORDINANCE NO C36236

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

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Public Safety & Judicial Grant fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Public Safety & Judicial Grant Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$173,000.
  - A) \$173,000 of the increased revenue is from a Washington Association of Sheriffs and Police Chiefs grant award.
- 2) Increase the appropriation by \$173,000.
  - A) Of the increased appropriation, \$125,000 is provided solely for officer overtime salaries and benefits.
  - B) Of the increased appropriation, \$10,000 is provided solely for training and travel.
  - C) Of the increased appropriation, \$10,000 is provided solely for professional services.
  - D) Of the increased appropriation, \$28,000 is provided solely for victim advocacy contractual services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to reflect newly award grant funds to be used to work sexual assault cases, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_

City Clerk

Approved as to form: \_\_\_\_\_

Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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



**Agenda Sheet for City Council Meeting of:**  
07/18/2022

<b><u>Date Rec'd</u></b>	6/29/2022
<b><u>Clerk's File #</u></b>	ORD C36237
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	

<b><u>Submitting Dept</u></b>	POLICE
<b><u>Contact Name/Phone</u></b>	DAVE OVERHOFF 835-4529
<b><u>Contact E-Mail</u></b>	DOVERHOFF@SPOKANEPOLICE.ORG
<b><u>Agenda Item Type</u></b>	Special Budget Ordinance
<b><u>Agenda Item Name</u></b>	1620-TAC TEAM EQUIPMENT

**Agenda Wording**

Special Budget Ordinance to utilize state provided law enforcement and criminal justice legislation funds for the procurement of equipment for the SPD TAC unit.

**Summary (Background)**

In 2021, The City of Spokane was awarded \$889,807 to assist with one-time costs related to law enforcement and criminal justice legislation. SPD would like to use approximately \$192,000 of this funding to enhance the capabilities of the Bicycle Rapid Response Team.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense	\$ 192,000	<b><u>Budget Account</u></b>
Select	\$	# 1620-99138-VARIOUS
Select	\$	#
Select	\$	#
Select	\$	#

**Approvals**

<b><u>Dept Head</u></b>	OLSEN, ERIC
<b><u>Division Director</u></b>	OLSEN, ERIC
<b><u>Finance</u></b>	SCHMITT, KEVIN
<b><u>Legal</u></b>	PICCOLO, MIKE
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Council Notifications**

<b><u>Study Session\Other</u></b>	Finance 06/27/2022
<b><u>Council Sponsor</u></b>	KINNEAR/CATHCART

**Distribution List**

<b><u>Legal</u></b>	eolsen@spokanepolice.org
<b><u>For the Mayor</u></b>	doverhoff@spokanepolice.org
<b><u>Additional Approvals</u></b>	dsingley@spokanepolice.org

**Purchasing** spdfinance

**MANAGEMENT & BUDGET** STRATTON, JESSICA




## Committee Agenda Sheet

### Finance and Administration Committee

<b>Submitting Department</b>	Spokane Police Department
<b>Contact Name &amp; Phone</b>	Lt. Overhoff 509-835-4529
<b>Contact Email</b>	doverhoff@spokanepolice.org
<b>Council Sponsor(s)</b>	Councilmember Kinnear/Councilmember Cathcart
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion      Time Requested:
<b>Agenda Item Name</b>	SBO for Police TAC Bicycle Rapid Response Team, storage, and mechanical repair truck and transport trailer.
<b>Summary (Background)</b>	<p>In 2021, The City of Spokane was awarded \$889,807 to assist with one-time costs related to law enforcement and criminal justice legislation. SPD would like to use approximately \$192,000 of this funding to purchase equipment for the SPD TAC Team.</p> <p>The Police TAC Team has been using an old, repurposed meth-lab response van and a delivery truck to transport, store, and perform mechanical work on bicycles. This request would allow TAC to move out of the Intermodal facility and have a reliable working truck and trailer for a complete mobile operation.</p> <p>This request will include the following improvements:</p> <ol style="list-style-type: none"> <li><b>Efficiencies Gained:</b> This would save countless hours of overtime for equipment loading / unloading and decrease the TAC team's response time for every event/incident.</li> <li><b>Elimination:</b> The TAC Teams need for storage and mechanical workspace at the Intermodal station could be eliminated. The cargo truck would be utilized for the repair/workstations, equipment storage, and transportation needs. A 38 foot trailer that would be towed behind the cargo truck would work as long term storage and transport of the entire teams 44 bikes. In addition, the combo truck and trailer would allow for mobile set up and take down at all the community events and outreach programs TAC attends every year.</li> <li><b>TAC Team:</b> since converting completely over to patrol bikes as a Public Order Policing Unit, we have become more visible and approachable to the people we serve at the community events we work. <ul style="list-style-type: none"> <li>More visibility and approachableness to all citizens and have repeatedly been recognized with accolades and praise by these same citizens for our professional appearance and demeanor as well as building trust and open communication at protests and demonstrations. We have earned greater cooperation and made our team more accessible to the public we serve.</li> <li>TAC's bike presence at the sometimes contentious events have had a calming effect on all those citizens regardless of that day's events.</li> </ul> </li> </ol>

	<ul style="list-style-type: none"> <li>○ TAC's success has been focused on preparation and planning for every event utilizing Information/Intel lead policing while working directly with the sponsors of these events to ensure safety and success of their 1<sup>st</sup> Amendment rights.</li> <li>○ Bikes allow for quick response times in heavily crowded events or those events that are spread out over large areas. Bikes have eliminated most of the need for any patrol car use.</li> </ul> <p><b>4. Enhanced Productivity at Events:</b></p> <ul style="list-style-type: none"> <li>○ The TAC Team has had significant cost savings to the department since converting to all bike response team.</li> <li>○ We have eliminated the use of numerous patrol SUV's thereby adding fuel savings to our department, and less wear and tear on those patrol cars.</li> <li>○ TAC is gradually purchasing eBikes as technology improves and pricing decreases.</li> <li>○ TAC Team members work and train with the DT Precinct bike officers. TAC enhances the DT bike officers on numerous events throughout the year including bar patrols.</li> </ul> <p><b>5. Community Outreach:</b> The TAC Team has achieved massive community outreach through the implementation of the Bike Teams.</p> <ul style="list-style-type: none"> <li>○ The TAC Team has adopted a yearly Christmas program two years ago providing new bicycles to low-income families all over the Spokane area. They have provided well over 200 bikes and helmets in just the last two years.</li> <li>○ TAC participates in the Precinct Bike Rodeo's, Community BBQ events at our local parks, Night Out Against Crime events, Bicycle education training at Dist. 81 schools, and several large mountain bike events around the Spokane Region.</li> <li>○ The TAC Team has developed a bike riding and safety program for Parks and Recreation summer programs at our local parks, and we attend all Police Activities League events during the summer months.</li> </ul> <p>The TAC Team has not purchased any significant capital items/ improvements since 2001 when we purchased a 18 foot utility trailer to carry the mobile tactics equipment which is now utilized as the Patrol riot response rig.</p> <ol style="list-style-type: none"> <li>1. 32 Foot Cargo Truck for transportation, storage/workstations for repairs. Includes lighting, air/heat, and shelving. Cost will not exceed 150,000.00</li> <li>2. 38 Foot enclosed trailer with 18 inch extra height to accommodate hanging bike storage and transport. Includes bike hangers, storage shelves. Cost will not exceed 42,000.</li> </ol>
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	The Spokane Police TAC Team would like to utilize a portion of the approximately \$606,000 remaining State Police Reform funds to purchase both the cargo truck and trailer.
<b>Proposed Council Action &amp; Date:</b>	SBO approval July 2022
<b>Fiscal Impact:</b> Total Cost: <u>192,000.00</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: State reform implementation funds  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> What impacts would the proposal have on historically excluded communities? The TAC Team is actively involved with excluded communities since the inception of an all-bike TAC unit. We have proactively engaged the low-income families of our community by buying and giving away brand new bicycles to those families on Christmas who otherwise would probably not have one. We provide bicycle safety and training at all city parks during summer break as well as helping the kids with bike repair and maintenance issues. The team also participates in the summer PAL events. During this past two plus years of protests and demonstrations the TAC Team has developed professional working relationships with members of our community who have been excluded and marginalized. All our citizens know that the TAC Team has and will protect their Constitutional rights regardless of affiliations, agendas, or associations. We have actively engaged with every leader, weather formal or informal to establish open lines of communication and acceptance. As the TAC commander I know we are the largest unit involved in active community outreach almost on a weekly basis.	
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 at every event Tac works and is highly scrutinized by the public, media, and political entities. The Tac Team has worked well over 200 events since May 2020 with an exemplary performance record. We set the standard and excel in treating all people with dignity and respect regardless of race, ethnicity, gender identity, sexual orientation or any other descriptor.	

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

The TAC Team constantly conducts post-operation evaluations and researches new methods of crowd management seeking ways to improve the safety and service delivered to our community.

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 request will allow for the safe and efficient transport, storage, and operational efficiency of the TAC Team.

1. This purchase will free up much needed city property at the Intermodal, and at the same time provide necessary equipment to the TAC Team for storage, transportation, and work/repair stations.
2. The inoperable 1998 Ford van the TAC Team currently has will be sold at auction.
3. The repurposed Meth Lab cargo van will also be sold at auction or repurposed to another city entity.
4. This purchase will make the TAC Team's equipment readily operable for the foreseeable future.

ORDINANCE NO C36237

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

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Public Safety & Judicial Grant Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Public Safety & Judicial Grant Fund, and the budget annexed thereto with reference to the Public Safety & Judicial Grant Fund, the following changes be made:

- 1) Increase the appropriation by \$192,000.
  - A) Of the increased appropriation, \$150,000 is provided solely for the purchase of a cargo truck to be used for transporting and repairing TAC team equipment.
  - B) Of the increased appropriation, \$42,000 is provided solely for the purchase of an enclosed trailer that will be used to transport and store equipment.
  - C) The increased appropriation is funded from the balance in the Public Safety & Judicial Grant Fund unappropriated reserves portion of the state distribution to assist with one-time costs related to law enforcement and criminal justice related legislation.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need procure necessary equipment used by the SPD bike unit, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_

City Clerk

Approved as to form: \_\_\_\_\_

Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

07/18/2022

**Date Rec'd**

6/28/2022

**Clerk's File #**

ORD C36238

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

PMO

**Cross Ref #****Contact Name/Phone**DUSTY 435-2569  
FREDRICKSON**Project #****Contact E-Mail**

DFREDRICKSON@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Special Budget Ordinance

**Requisition #****Agenda Item Name**

PMO CONTRACTUAL SERVICES SPECIAL BUDGET ORDINANCE

**Agenda Wording**

The Project Management Office is supporting the implementation of the Municipal Court Legal Case Management System, eSeries. In order to launch all eSeries systems by the end of 2022 the Project Management Office must leverage contract resources.

**Summary (Background)**

The eSeries implementation has been a multi-year project requiring support from two local vendors; Infinite Innovation and Volt Resource Solutions. Infinite Innovation provides support for reporting and inter-agency document automation. Volt provides business analytics to support process improvement. Continuing support from these vendors is critical for a successful Go Live of the eSeries system. An additional \$70,000 is required in order to complete the implementation before the end of 2022.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ (70,000)

# 5750-73250-18880-00360-99999

Expense \$ 70,000

# 5750-73250-18880-54201-99999

Select \$

#

Select \$

#

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

WALLACE, TONYA

**Study Session\Other**

PIES Committee 6/27/22

**Division Director**

WALLACE, TONYA

**Council Sponsor**

CMs Kinnear &amp; Stratton

**Finance**

MURRAY, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

dfredrickson@spokanecity.org

**For the Mayor**

PERKINS, JOHNNIE

laga@spokanecity.org

**Additional Approvals**

kkeck@spokanecity.org

**Purchasing**

aalbinmoore@spokanecity.org

**MANAGEMENT &  
BUDGET**

STRATTON, JESSICA

## Committee Agenda Sheet

### Public Infrastructure, Environment, and Sustainability Committee

<b>Submitting Department</b>	Project Management Office
<b>Contact Name &amp; Phone</b>	Dusty Fredrickson (509) 435.2569
<b>Contact Email</b>	<a href="mailto:dfredrickson@spokanecity.org">dfredrickson@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Councilmember Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion      Time Requested:
<b>Agenda Item Name</b>	PMO Contractual Services Special Budget Ordinance
<b>Summary (Background)</b>	<p>The Project Management Office is leveraging contract resources to support the implementation of the Municipal Court Legal Case Management System, eSeries.</p> <p>This has been a multi-year project requiring support from the following local vendor resources to fill critical project roles as follows:</p> <ul style="list-style-type: none"> <li>• <b>Infinite Innovation</b> (SC 2020-0028) providing report development and inter-agency document automation support given their experience with City Probation data and reporting services.</li> <li>• <b>Volt Resource Solutions</b> (SC 2017-0876) providing Business Analysis capacity to support the business process improvement, system requirements gathering, solution design, testing and end user training. <i>NOTE – We converted one of our Volt resources to an ITSD FTE this year.</i></li> </ul> <p>The team is on plan to launch the eSupervision, eProsecutor and eDefender systems in September 2022, which will complete the eSeries implementation (<i>Note – eCourt launched in March of 2021</i>).</p> <p>Continuing the support from Infinite Innovation and Volt is critical to a successful Go Live, as well as, a smooth post Go-Live system/end user stabilization period through the end of 2022.</p> <p>City code permits intrafund budget transfers of budgeted personnel expenses to non-personnel expenses only when approved by an ordinance passed by the vote of one more than the majority of all members of the City Council (SMC 07.09.010(A)(4)).</p> <p>The department would like to transfer \$70,000 in salary and benefit savings from two vacant Continuous Improvement Analyst positions to the contractual services expense type to secure these vendor resources through the end of the year.</p> <p>This contract capacity will be allocated as follows:</p> <ul style="list-style-type: none"> <li>• <b>Infinite Innovation</b> (SC 2020-0028): \$40,000</li> <li>• <b>Volt Resource Solutions</b> (SC 2017-0876): \$30,000</li> </ul> <p>Without the support of these resources, it is unlikely the remaining eSeries systems can be launched in 2022.</p>
<b>Proposed Council Action &amp; Date:</b>	SBO – July 18, 2022

**Fiscal Impact:**

Total Cost:

Approved in current year budget? ☐ Yes ☒ No ☐ N/AFunding Source ☒ One-time ☐ Recurring

Specify funding source: PMO Allocation Odel

Expense Occurrence ☒ One-time ☐ Recurring

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

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

*N/A – This request is in support of an ongoing project, not operational activities.*

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

*N/A – This request is not related to the collection or analysis of data related to the above.*

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

*With the eCourt component of the eSeries solution already in production, the Municipal Court team is has realized operational efficiency gains between their Clerk and Judicial teams. Having the entire eSeries solution in place (eCourt, eSupervision, eDefender and eProsecutor) is expected to bring similar efficiency gains to each agency, as well as, across the Municipal Criminal Justice group as a whole.*

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?

*eSeries is the next generation of legal case management software, which unlike its predecessor, provides features and capabilities that will support sustainable staffing levels, as well as, a platform for launching programs focused on improving the outcomes of our criminal justice system.*



ORDINANCE NO C36238

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

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Internal Service Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Internal Service Fund, and the budget annexed thereto with reference to the Internal Service Fund, the following changes be made:

- 1) Decrease the salary and benefit appropriations for two vacant Continuous Improvement Analyst positions in the Office of Performance Management by \$70,000.
- 2) Increase the appropriation for contractual services by \$70,000.
- 3) There is no change to the overall appropriation level in the Internal Service Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need for additional contractual support for the launch of the eSupervision, eProsecutor, and eDefender systems in September 2022, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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



**Agenda Sheet for City Council Meeting of:**  
07/18/2022

<b><u>Date Rec'd</u></b>	7/6/2022
<b><u>Clerk's File #</u></b>	ORD C36239
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	

<b><u>Submitting Dept</u></b>	CITY COUNCIL
<b><u>Contact Name/Phone</u></b>	BREEAN BEGGS X6254
<b><u>Contact E-Mail</u></b>	BBEGGS@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Emergency Ordinance
<b><u>Agenda Item Name</u></b>	0320 - ESSENTIAL CITY FACILITY SITING

**Agenda Wording**

An ordinance determining the process and criteria for siting essential City facilities; amending section 12.05.005; and enacting new sections 12.05.062 and 12.05.063 of the Spokane Municipal Code; and declaring an emergency.

**Summary (Background)**

This emergency ordinance codifies public process and criteria for siting Essential City Facilities, defined as "police precincts or offices, fire stations, utility facilities, community centers and libraries."

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

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

**Budget Account**

**Approvals**

**Dept Head** ALLERS, HANNAHLEE

**Division Director**

**Finance**

**Legal**

**For the Mayor**

**Additional Approvals**

**Purchasing**

**Council Notifications**

**Study Session\Other**

7/11 Public Safety

**Council Sponsor**

CP Beggs; CM Wilkerson

**Distribution List**

## **ORDINANCE NO. C36239**

An ordinance determining the process and criteria for siting essential City facilities; amending section 12.05.005; and enacting new sections 12.05.062 and 12.05.063 of the Spokane Municipal Code; and declaring an emergency.

**WHEREAS**, the City Council intends to enact this ordinance as a method of implementing chapter LU 6 of the City of Spokane's Comprehensive Plan, concerning the siting of essential public facilities; and

**WHEREAS**, public input, collaboration, and cooperation are all critical to the successful process of locating essential City facilities, to ensure that neighborhoods obtain all the benefits of essential city facilities while mitigating the detrimental impacts of those facilities; and

**WHEREAS**, members of our community, regardless of where they live, their race, ethnicity, socio-economic status, or any other characteristic, deserve to have the benefit of open, collaborative and transparent interactions with their local government, particularly when it comes to decisions to locate or relocate essential city facilities in their neighborhoods; and

**WHEREAS**, actions by city officials that ignore the voices of our community members in taking unilateral steps to locate or relocate essential city facilities erodes the public trust, degrades the effectiveness of local government, engenders suspicion, and demands an immediate response; and

**WHEREAS**, the City Council determines that because this ordinance concerns the process and criteria for the siting of essential City facilities, this ordinance is needed for the immediate preservation of the public peace and safety, and for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately, under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That section 12.05.005 of the Spokane Municipal Code is amended to read as follows:

### **Section 12.05.005 Definitions**

- A. "Agent" means any person acting within the scope of employment by or acting on behalf of the City of Spokane including City-facility property managers.

- B. "Baby changing facility" means a table or other device suitable for changing the diaper of a child.
- C. "Employee" means any person holding a regularly compensated position of employment with the City of Spokane including elected officers.
- D. "Essential City Facility" means police precincts or offices, fire stations, utility facilities, community centers and libraries.

~~((D-))~~E. "Federal civil immigration enforcement operations" means an operation than has one of its objectives the identification or apprehension of a person or persons in order to investigate them for a violation of the immigration law and subject them to one or more of the following:

1. Civil immigration detention;
2. Removal proceedings; and
3. Removal from the United States

~~((E-))~~F. "LEED" is a green building rating and certification system developed by the U.S. Green Building Council to evaluate environmental performance from a whole building perspective, including sites, water efficiency, energy & atmosphere, materials & resources, indoor environmental quality, locations & linkages, awareness & education, innovation in design, and regional priority.

~~((F-))~~G. "Nonpublic" means any area of a city facility or property that is not generally open and accessible to the general public, but instead requires prior to entry express permission, such as a valid ticket for a bona fide passenger, or permission by a city employee or an employee of a tenant in a city facility on an individual basis. Areas posted as "Restricted" in City facilities shall be considered to be non-public areas.

~~((G-))~~H. "United States Citizenship and Immigration Services" means the agency of the United States Department of Homeland Security and any successor agency charged with overseeing United States immigration laws.

~~((H-))~~I. "United States Customs and Border Protection" means the agency of the United States Department of Homeland Security and shall include any successor federal agency charged with border enforcement.

~~((I-))~~J. "United States Immigration and Customs Enforcement" means the agency of the United States Department of Homeland Security including Enforcement and Removal Operations and Homeland Security Investigations and shall include any successor federal agency charged with the enforcement of immigration laws.

~~((J.))~~K. “U.S. Green Building Council” is an organization serving as the nation’s foremost leaders from across the building industry working to promote buildings that are environmentally responsible, profitable, and healthy places to work and live.

**Section 2.** That there is enacted a new section 12.05.062 of the Spokane Municipal Code to read as follows:

**Section 12.05.062 Siting of Essential City Facilities - Process**

- A. Prior to locating an essential city facility, the administration shall undertake the following public process.
  - 1. The Administration shall convene at least one public community meeting and solicit written comment from members of the affected neighborhood council area(s) concerning the need(s) for the facility and the service(s) desired or required by the community, as well as identified service gap(s) to be addressed by the facility.
  - 2. The Administration shall publish the alternative locations for the proposed new or relocated essential City facility, to enable the residents of the affected neighborhood(s) of the relative merits and compliance with SMC 12.05.063 of each proposed alternative location and solicit comment on the proposed alternative locations in at least one open public meeting held in the affected neighborhood(s).
- B. The Spokane City Council’s Equity Subcommittee shall review all responsive proposals and make a recommendation to the City Council based on at least the following criteria, to be given equal weight:
  - 1. effective demonstrably needed service to neighborhood residents;
  - 2. responsiveness of the location to the demonstrated needs of the residents of the neighborhood; and
  - 3. financial sustainability of the location.
- C. City services shall not be provided at the location unless the City Council has approved the location or relocation of an essential city facility.
- D. Any Spokane resident who believes that the City has not fully complied with this section prior to the City providing services at an essential city facility has standing to pursue injunctive relief in Superior Court to stop delivery of services until compliance with this section has been achieved, except that this section shall not apply to essential city facilities that provided services prior to June 25, 2022.

**Section 3.** That there is enacted a new section 12.05.063 of the Spokane Municipal Code to read as follows:

**Section 12.05.063 Essential City Facilities – Mandatory Criteria**

A. The following criteria shall be met before any decision to place a new or relocated essential City facility can be made:

1. For police precincts, the chosen location shall:

- a. be visible to the public,
- b. be located on or within one block of the main street of a neighborhood business district, and
- c. provide access for the public to onsite services and for officers responding to reports of crime;
- d. be located within a documented cluster of criminal activity;
- e. be located in a commercial zone with high visibility of patrol cars, foot and bicycle community policing patrols; and
- f. provide adequate space and facilities for co-deployed behavioral health officers and reception provided through mutual agreement with Spokane C.O.P.S.

2. For utility facilities:

- a. the location must be designed to minimize conflicts with traffic.
- b. the location must be designed and operated to minimize noise, odor, dust, or other negative impacts due to the operation of the facility.

**Section 4.** That this ordinance applies to all new facilities which are located or relocated after the effective date of this ordinance, as well as to all existing essential City facilities. For existing essential City facilities, the responsible department shall provide to the City Council, no later than 180 days after the effective date of this section, a summary of all City facilities which do not meet the requirements of this ordinance.

**Section 5.** That the City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately, under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

## Committee Agenda Sheet

### Public Safety & Community Health

<b>Submitting Department</b>	City Council
<b>Contact Name &amp; Phone</b>	CP Beggs
<b>Contact Email</b>	<a href="mailto:bbeggs@spokanecity.org">bbeggs@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CP Beggs; CM Wilkerson
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10
<b>Agenda Item Name</b>	Essential City Facility Siting – Emergency Ordinance
<b>Summary (Background)</b>	This emergency ordinance codifies public process and criteria for siting Essential City Facilities, defined as “police precincts or offices, fire stations, utility facilities, community centers and libraries.”
<b>Proposed Council Action &amp; Date:</b>	7/18/22
<b>Fiscal Impact:</b> N/A Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  This ordinance codifies community process prior to placing essential facilities in neighborhoods to ensure that more voices are part of the decision-making process.	
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?  Comprehensive Plan Chapter LU 6	





**Agenda Sheet for City Council Meeting of:**  
07/18/2022

<b><u>Date Rec'd</u></b>	6/30/2022
<b><u>Clerk's File #</u></b>	RES 2022-0062
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	PRO 2012-0040
<b><u>Project #</u></b>	2012066
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	

<b><u>Submitting Dept</u></b>	ENGINEERING SERVICES
<b><u>Contact Name/Phone</u></b>	DAN BULLER 625-6391
<b><u>Contact E-Mail</u></b>	DBULLER@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Resolutions
<b><u>Agenda Item Name</u></b>	0370 – LIBERTY AVENUE ASSESSMENT SEGREGATION

**Agenda Wording**

Assessment Segregation for Liberty Avenue from Oak Street to Ash Place. (Audubon/Downriver Neighborhood Council)

**Summary (Background)**

The attached Resolution provides for the segregation of County Assessor's Parcel Number 25014.4205 for the above project.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Revenue \$ 76.00

Revenue \$ 76.00

Select \$

Select \$

**Budget Account**

# 5600 76600 99999 35990 99999

# 0370 41530 99999 34581 99999

#

#

**Approvals**

**Dept Head** TWOHIG, KYLE

**Division Director** FEIST, MARLENE

**Finance** MURRAY, MICHELLE

**Legal** PICCOLO, MIKE

**For the Mayor** ORMSBY, MICHAEL

**Council Notifications**

**Study Session\Other** 6/27 PIES

**Council Sponsor** Kinnear/Stratton

**Distribution List**

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

**Additional Approvals**

**Purchasing**

eraea@spokanecity.org

dbuller@spokanecity.org

mmyers@spokanecity.org

mowens@spokanecity.org

rrobertson@spokanecity.org

# Committee Agenda Sheet

## PIES

<b>Submitting Department</b>	Public Works, Engineering
<b>Contact Name &amp; Phone</b>	Dan Buller 625-6391
<b>Contact Email</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	X Consent <input type="checkbox"/> Discussion Time Requested: _____
<b>Agenda Item Name</b>	LID Parcel Segregation
<b>Summary (Background)</b>	<ul style="list-style-type: none"> <li>Local improvement districts (LIDs) are legal arrangements by which citizens in a specific area agree to tax themselves to fund certain public improvement, general paving and sidewalk projects.</li> <li>Costs for an LID are spread out amongst the participating parcels and are repaid to the City over 10 years.</li> <li>If the parcel owner proposes to split or aggregate parcels within an LID, the LID costs are reassigned accordingly. Per state law, such cost reassignment requires a resolution of city council which is what this briefing paper covers.</li> <li>The Liberty Ave &amp; Ash Place LID included paving, water and sewer and contained parcel #25014.4205. The parcel owner proposes to split this parcel into two equal sized parcels – see attached before and after exhibits.</li> <li>The remaining LID assessment will not be divided equally because only one of the two parcels will be served by the water/sewer services installed as part of the LID. The non-served parcel will get a lower assessment but note that the total assessment between the two parcels will be equivalent to the original assessment. See attached calculation spreadsheet.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	None at this time. Following bid opening, we will bring a pipe purchase contract to Council for approval.
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No X N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds)  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> 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?

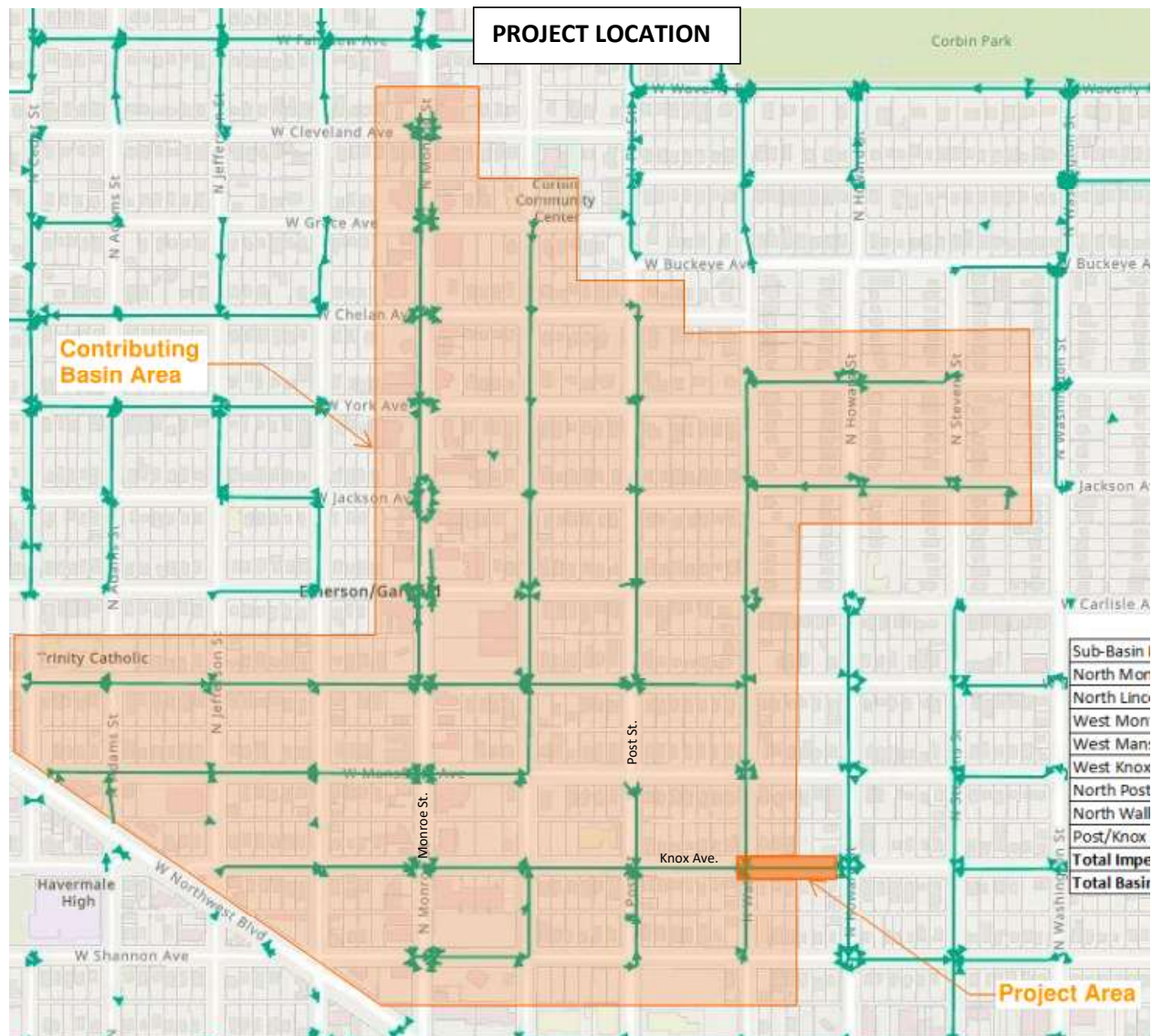
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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.



**RESOLUTION 2022-0062**

WHEREAS, in accordance with RCW 35.44.410, a local improvement assessment may be segregated only by resolution of the City Council; and

WHEREAS, said resolution must set forth certain information as required by law;

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane:

1. The City Treasurer is hereby directed to amend the assessment roll of Local Improvement District No. 2012066, for the improvement of Liberty Avenue from Oak Street to Ash Place and Ash Place from Dalton Avenue to Liberty Avenue and to segregate County Assessor's Parcel Numbers 25014.4205, in the amount of \$35,794.95.

2. The original assessment was levied on the County Assessor's Parcel Number as follows:

Parcel Number 25014.4205 – Drumheller Spring Addition Lot 7, Block 3 & Vacated Portion of Dalton Avenue	\$35,794.95
---	-------------

3. The above described property shall be divided and the assessment segregated as follows:

Parcel A – Drumheller Spring Addition, North 40 Feet of Lot 7, Block 3	\$23,092.03
--	-------------

Parcel B – Drumheller Spring Addition, South 10 Feet of Lot 7, Block 3 & North 30 Feet of Vacated Portion of Dalton Avenue	<u>\$12,702.92</u>
--	--------------------

\$35,794.95

4. The City Council orders and approves this segregation and finds that such segregation will not jeopardize the security of the lien for such assessment.

5. In addition to the administrative fee charged for such segregation, the City Council orders that the person requesting the segregation be required to pay the reasonable engineering and clerical costs incurred by the City as a condition to the order of segregation.

Adopted by the City Council \_\_\_\_\_.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney



# City of Spokane Map



## Before Condition

City of Spokane GIS



Parcel 25014.4205:

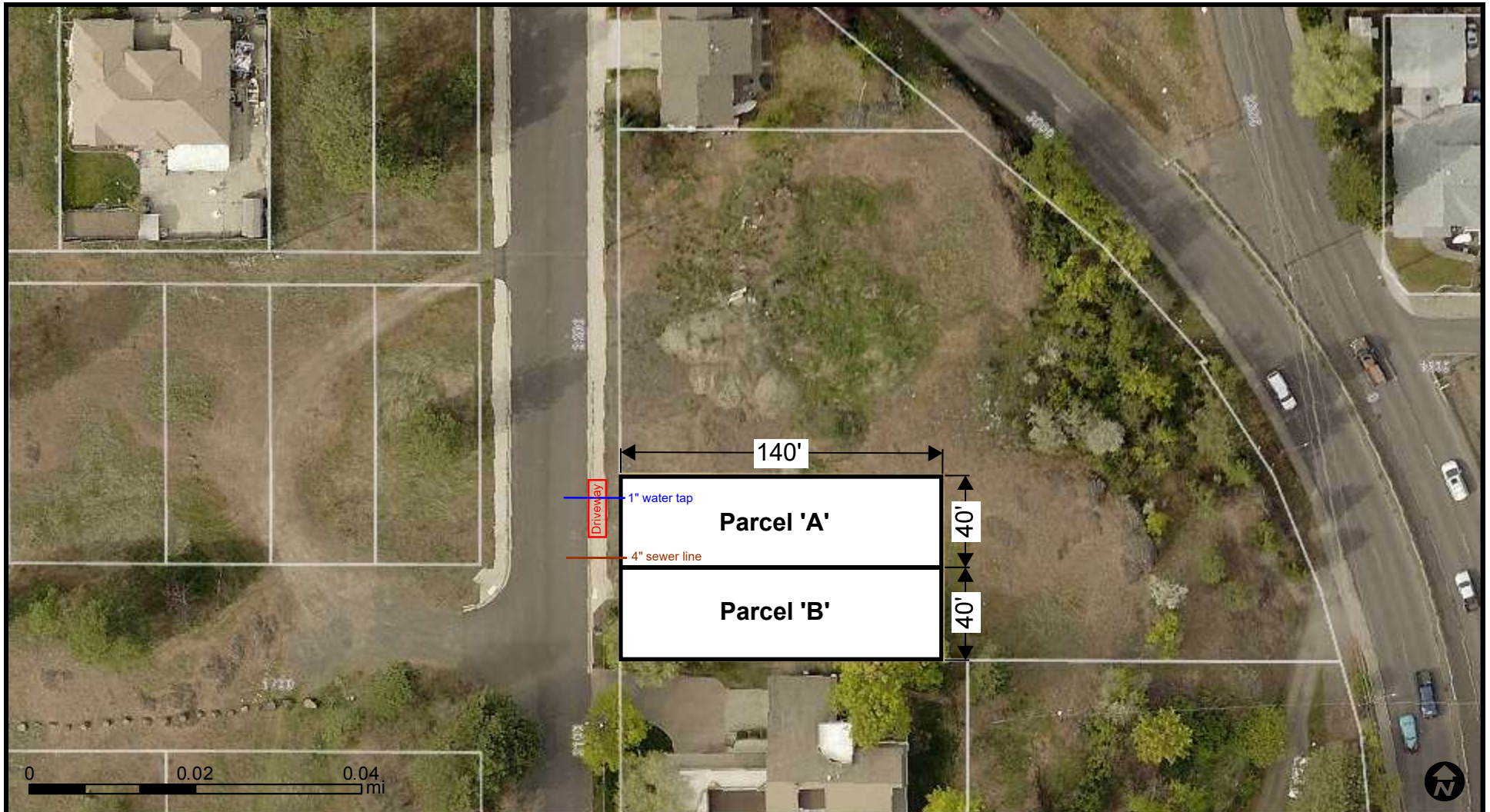
LOT 7, BLOCK 3, DRUMHELLER SPRING ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "E" OF PLATS, PAGE 11, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF DALTON AVENUE VACATED BY ORDINANCE NO. C-27577 THAT WOULD ATTACH BY OPERATION OF LAW.

**THIS IS NOT A LEGAL DOCUMENT:**  
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



# City of Spokane Map



## After Condition

Parcel "A": NORTH 40 FEET OF LOT 7, BLOCK 3, DRUMHELLER SPRING ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "E" OF PLATS, PAGE 11, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON;

Parcel "B": SOUTH 10 FEET OF LOT 7, BLOCK 3, DRUMHELLER SPRING ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "E" OF PLATS, PAGE 11, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON; TOGETHER WITH THAT PORTION OF DALTON AVENUE VACATED BY ORDINANCE NO. C-27577 THAT WOULD ATTACH BY OPERATION OF LAW.

City of Spokane GIS



**THIS IS NOT A LEGAL DOCUMENT:**  
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Parcel 25014.4205, which was part of Local Improvement District No. 2012066 for the improvement of Liberty Avenue from Oak Street to Ash Place and Ash Place from Dalton Avenue to Liberty Avenue, is being subdivided (segregated) into two separate parcels. The information on this sheet represents how the LID parcel assessment is being divided into two new parcels.

Parcel #25014.4205		
Original Zones	Loaded Area	
2400	21600	Zone 1
2400	12000	Zone 2
2400	9600	Zone 3
2400	4800	Zone 4
1600	1600	Zone 5
	49600	Total Loaded Area
Original District Assessments		
\$ 10,438.38	25014.4205	
Original Special Assessments		
\$ 2,052.19	1 Inch Water Service	
\$ 8,174.11	4 Inch Sewer Service	
\$ 3,616.54	6 Inch Water Main	
\$ 11,350.92	8 Inch Sewer Main	
\$ 162.81	Concrete Driveway	
\$ 25,356.57	Special Sub Total	
Original Parcel Assessments		
\$ 35,794.95	25014.4205	

#### Parcel 'A'

New Zones	Loaded Area	
1200	10800	Zone 1
1200	6000	Zone 2
1200	4800	Zone 3
1200	2400	Zone 4
800	800	Zone 5
	24800	<b>Total Loaded Area</b>

#### Parcel 'B'

New Zones	Loaded Area	
1200	10800	Zone 1
1200	6000	Zone 2
1200	4800	Zone 3
1200	2400	Zone 4
800	800	Zone 5
	24800	<b>Total Loaded Area</b>

#### Revised District Assessments

\$ 5,219.19	Parcel 'A'
\$ 5,219.19	Parcel 'B'
\$ 10,438.38	

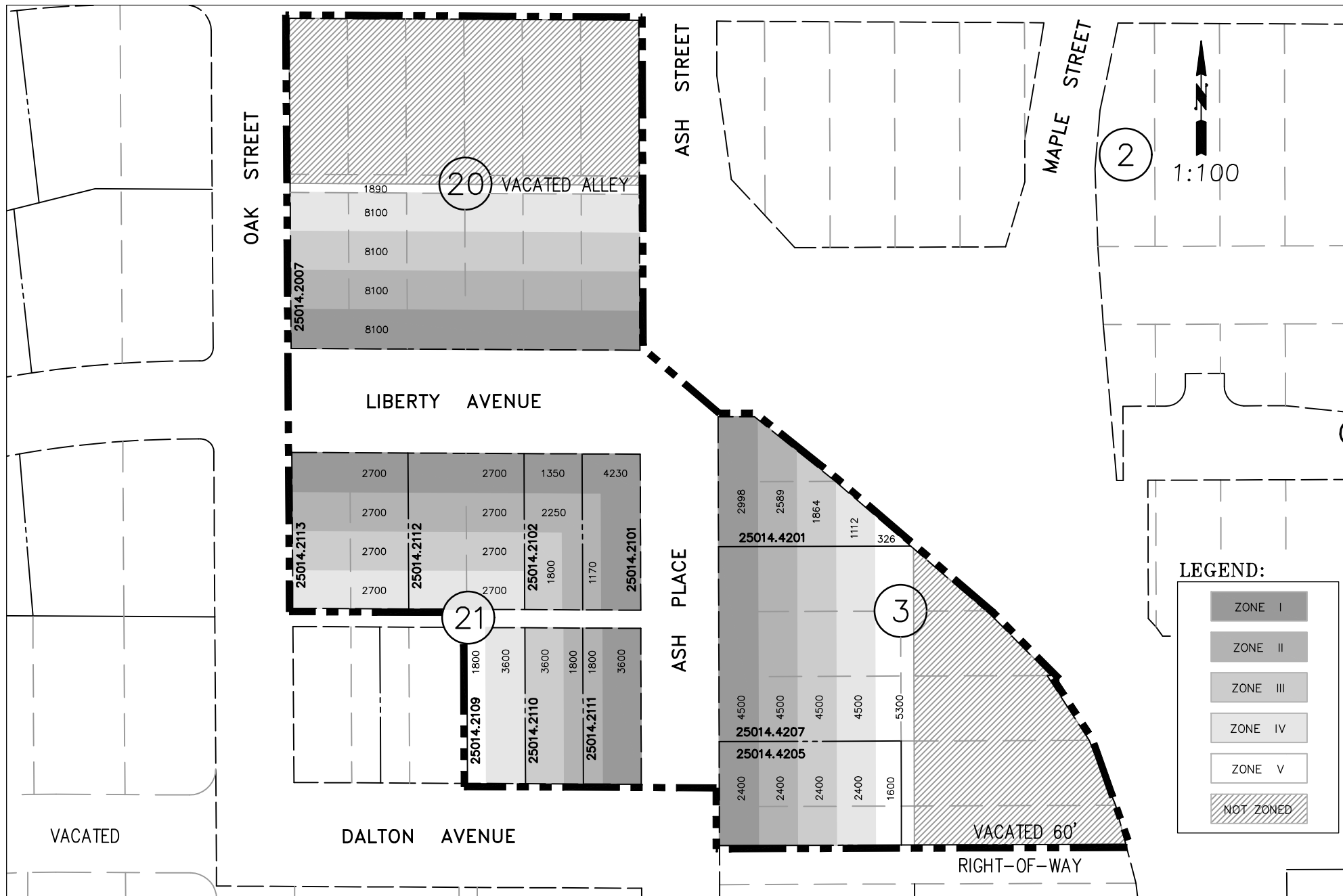
#### Revised Special Assessments

\$ 2,052.19	1 Inch Water Service	Parcel 'A'
\$ 8,174.11	4 Inch Sewer Service	Parcel 'A'
\$ 1,808.27	6 Inch Water Main	Parcel 'A'
\$ 1,808.27	6 Inch Water Main	Parcel 'B'
\$ 5,675.46	8 Inch Sewer Main	Parcel 'A'
\$ 5,675.46	8 Inch Sewer Main	Parcel 'B'
\$ 162.81	Concrete Driveway	Parcel 'A'
\$ 25,356.57	Special Sub Total	

#### Revised Parcel Assessments

\$ 23,092.03	Parcel 'A'
\$ 12,702.92	Parcel 'B'
\$ 35,794.95	Sum of Both Parcels





**ZONE MAP**  
**PROJECT # 2012066, Liberty Ave from Oak St to Ash Place**  
**& Ash Place from Dalton Ave to Liberty Ave**

## This is a black and white street map with several red annotations. The map shows a grid of streets. On the left, a vertical street is labeled "ASH PL". A horizontal street at the bottom is labeled "DALTON AVENUE". Another horizontal street, slightly above Dalton Avenue, is labeled "ASH PLACE". To the right of Ash Place, there is a large area labeled "DRUMHELLER SPRING ADDITION". Within this area, a specific parcel is highlighted with a red rectangle and labeled "Parcel 25014.4205". Further to the right, a diagonal street is labeled "ESTREET". At the bottom right, another horizontal street is labeled "AVENUE". Various numbers are scattered throughout the map, likely representing lot numbers or measurements. A scale bar at the bottom left indicates distances in feet (0, 60, 120) and miles (0.01).

LOT 7, BLOCK 3, DRUMHELLER SPRING ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "E" OF PLATS, PAGE 11, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON;

City of Spokane GIS



6/7/2022

# TREASURER'S RECEIPT

<b>City of Spokane</b>								
RETURN TO DEPT:						DATE	6/3/2022	
TREASURER'S OFFICE								
RECEIVED FROM:  LID SEGREGATION David Kelley LID 224A 25014-4205-12066						Deposit Slip \$		
						Cash \$		
						Check \$		152.00
						Credit Card \$		
						Poly Bag \$		
						Wire \$		
						Total \$		\$152.00
DESCRIPTION		TRAN CODE	NG DISTRIBUTION					AMOUNT
			DEPT	PROG	FUNC	TYPE	DETL	
LID SEGREGATION FEE	0008	5600	76600	99999	35990	99999		76.00
	0008	0370	41530	99999	34581	99999		76.00
						TOTAL		\$152.00
SUBMITTED BY: Renee R 6057		this space reserved for receipt validation						
POLY BAG #:								
INCLUDE ORIGINAL AND ONE COPY WITH DEPOSIT								

\*\*\* D U P L I C A T E \*\*\*

6/2/2022 4:33 PM  
nb-00447463 \$152.00  
Treasurer's Receipt

---

0008 NO TRAN CODE	\$76.00
560076600999993599099999	
0008 NO TRAN CODE	\$76.00
037041530999992458199999	
Check Tendered :	\$152.00

\*\*\* D U P L I C A T E \*\*\*

**LOCAL IMPROVEMENT DISTRICT  
ASSESSMENT  
SEGREGATION/AGGREGATION  
FORM**



Treasurer's Office  
808 W Spokane Falls Blvd  
Spokane WA 99201-3345  
PH: (509)625-6030  
FX: (509)625-6990

The segregation fee is \$152.00 per each new parcel created. If there is more than one L.I.D. assessment on the property, an additional fee of \$152.00 is charged per assessment.

**PARCEL INFORMATION**

CURRENT PARCEL NO(s) 25014-4205

L.I.D. NO DISTRICT 224A PARCEL 25014-4205-12066

LEGAL DESCRIPTION Drumheller Spring L7 B3

**OWNER/TAXPAYER, NAME AND ADDRESS:**

David K Kelly

Po Box 10792

Spokane, WA. 99209

**SEGREGATION/AGGREGATION INFORMATION**

SEGREGATE/AGGREGATE AS FOLLOWS: \_\_\_\_\_

NEW PARCEL NO's (if available) \_\_\_\_\_

REMARKS: \_\_\_\_\_

PROPERTY OWNER'S  
SIGNATURE \_\_\_\_\_

DATE 5-2-22

\*\*\* D U P L I C A T E \*\*\*

6/2/2022 4:33 PM

nb-00447463 \$152.00

Treasurers Receipt

0000 NO TRAN CODE \$76.00

560076600999993599099999

0000 NO TRAN CODE \$76.00

037041530999993458199999

Check Tendered : \$152.00

\*\*\* D U P L I C A T E \*\*\*

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

07/18/2022

**Date Rec'd**

6/29/2022

**Clerk's File #**

RES 2022-0063

**Renews #****Submitting Dept**DSC, CODE ENFORCEMENT &  
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

ELDON BROWN X6306

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

EBROWN@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Resolutions

**Requisition #****Agenda Item Name**

4700 – STREET VACATION OF PORTIONS OF BOY SCOUT WY &amp; GARDNER AVE

**Agenda Wording**

Resolution setting hearing before the City Council for August 22, 2022 for the vacation of portions of Boy Scout Way and Gardner Ave between Washington St. and Howard St, as requested by the Spokane Public Facilities District.

**Summary (Background)**

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

Lease? NO

Grant related? NO

Public Works? NO

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

Revenue \$ 47104.31

# 3200 49199 99999 39510

Select \$

#

Select \$

#

Select \$

#

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

MACDONALD, STEVEN

**Study Session\Other**

PIES 6/27/22

**Division Director**

MACDONALD, STEVEN

**Council Sponsor**CMs Zappone and  
Stratton**Finance**

MURRAY, MICHELLE

**Distribution List****Legal**

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ebrown@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

edjohnson@spokanecity.org

**Additional Approvals**

smacdonald@spokanecity.org

**Purchasing**

rbenzie@spokanecity.org

## **R E S O L U T I O N 2022-0063**

WHEREAS, on March 28, 2022, the Spokane City Council received a petition for the vacation of portions of Boy Scout Way and Gardner Avenue between Washington Street and Howard Street, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting portions of Boy Scout Way and Gardner Avenue between Washington Street and Howard Street, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate portions of Boy Scout Way and Gardner Avenue between Washington Street and Howard Street, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on August 22, 2022, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

---

City Clerk

Approved as to form:

---

Assistant City Attorney

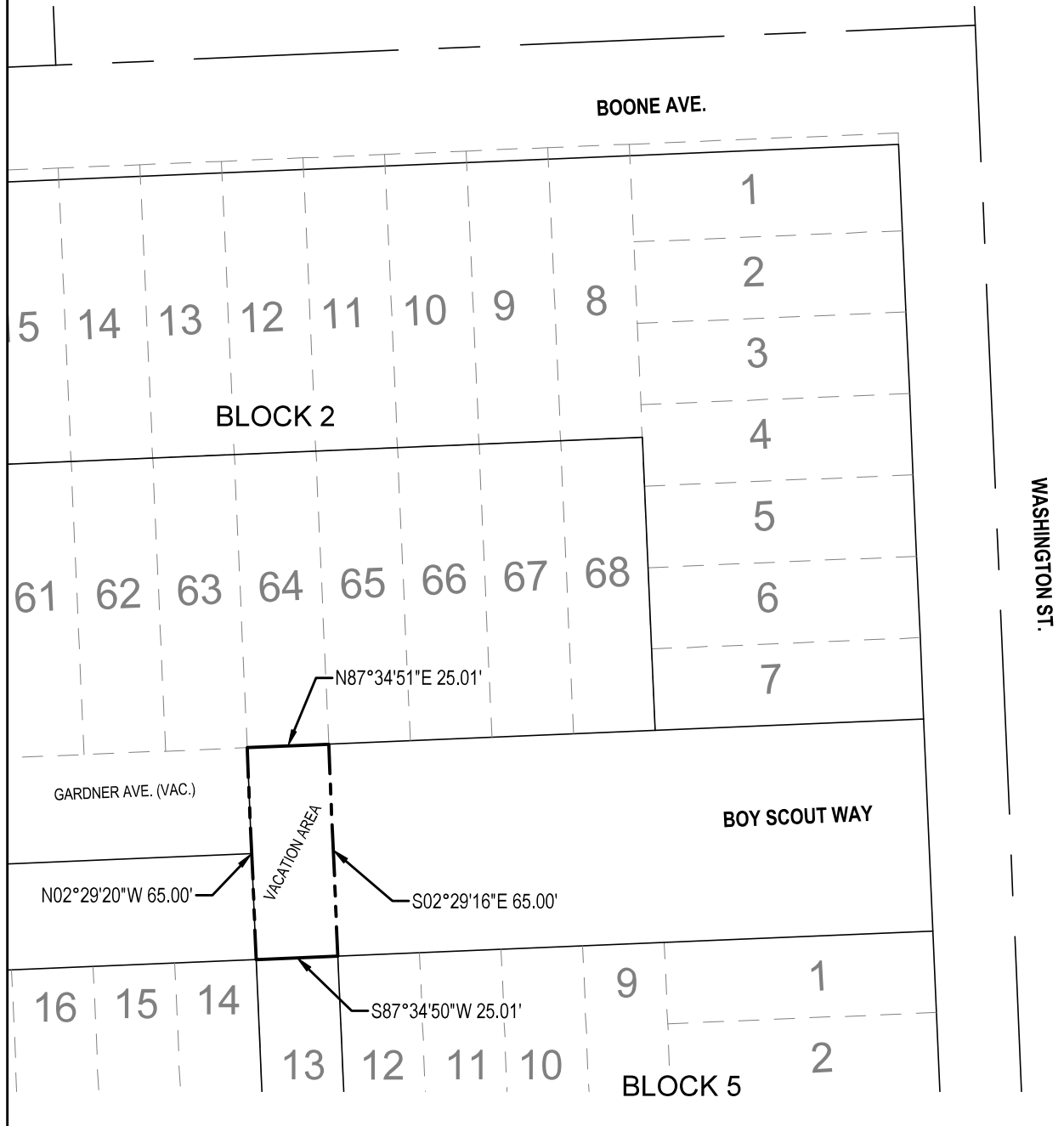


# SPOKANE PUBLIC FACILITIES DISTRICT

## "BOY SCOUT WAY - STREET VACATION"



SCALE: 1"=50'



**COFFMAN  
ENGINEERS**

10 N. Post Street, Suite 500  
Spokane, WA 99201  
ph 509.328.2994  
www.coffman.com

PROJECT: STREET VACATION

LOCATION: BOY SCOUT WAY

CLIENT: SPOKANE PUBLIC FACILITIES DISTRICT

BY: KCM

DATE: 03/25/2022

CHECKED: DJA

DATE: 03/25/2022

SHEET NO.

1 OF 1

JOB NO.

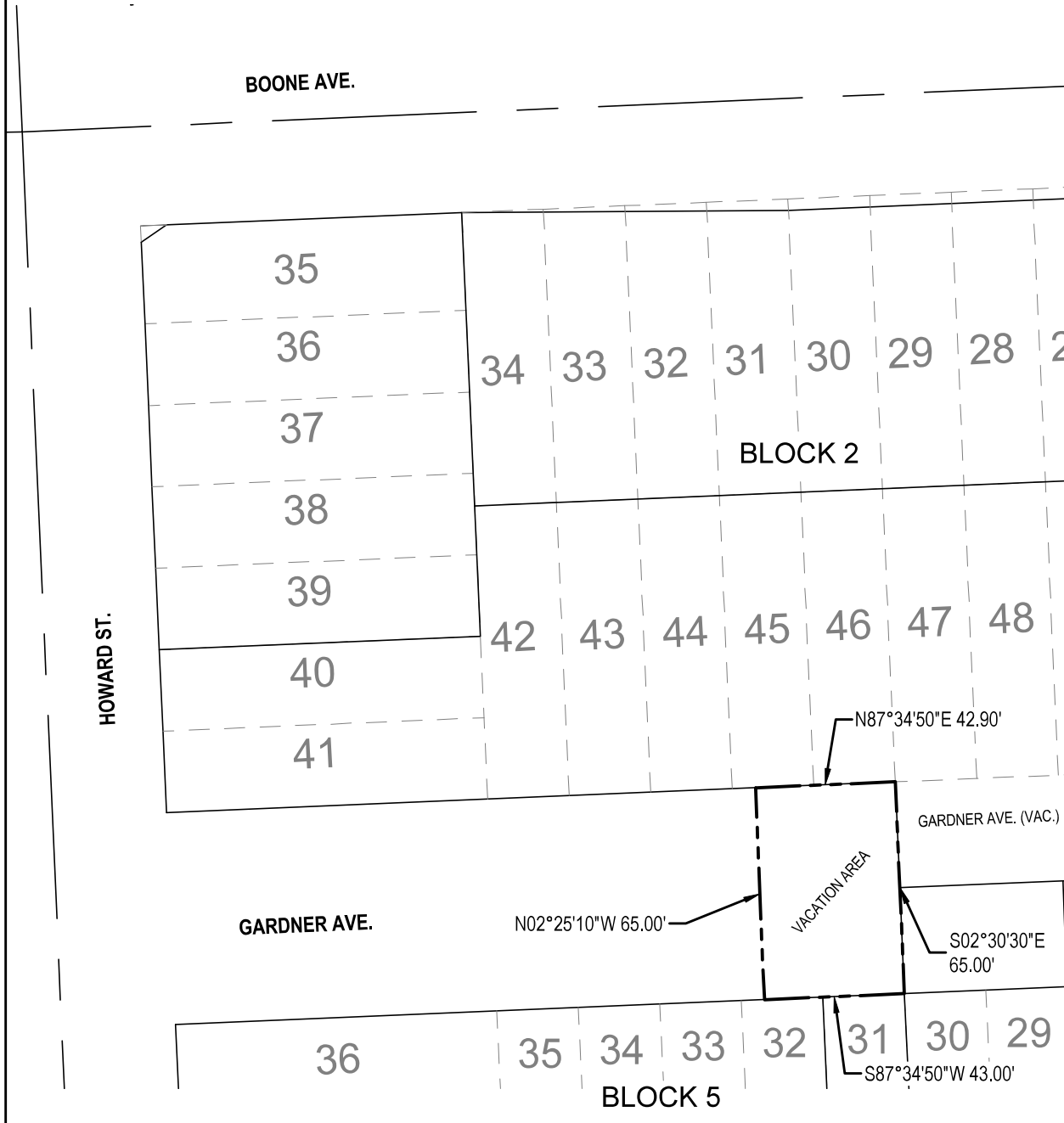
212778

# SPOKANE PUBLIC FACILITIES DISTRICT

"GARDNER AVE - STREET VACATION"



SCALE: 1"=50'



**COFFMAN  
ENGINEERS**

10 N. Post Street, Suite 500  
Spokane, WA 99201  
ph 509.328.2994  
www.coffman.com

PROJECT: STREET VACATION

LOCATION: GARDNER AVE.

CLIENT: SPOKANE PUBLIC FACILITIES DISTRICT

BY: KCM

DATE: 03/25/2022

CHECKED: DJA

DATE: 03/25/2022

SHEET NO.

1 OF 1

JOB NO.

212778

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

07/18/2022

**Date Rec'd**

7/6/2022

**Clerk's File #**

RES 2022-0064

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

PLANNING &amp; ECONOMIC

**Cross Ref #**

RES 2022-0065

**Contact Name/Phone**

TERI STRIPES 6597

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

TSTRIPES@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Resolutions

**Requisition #****Agenda Item Name**

RESOLUTION UPDATING THE ECONOMIC DEVELOPMENT STRATEGY: 2015-

**Agenda Wording**

Updating the Economic Development Strategy will target our staff and incentive resources to our most distressed census tracts. This updated strategy builds upon the past work and strives for further alignment with capital infrastructure plans,

**Summary (Background)**

In 2015 the Spokane City Council adopted resolution 2015-0084 establishing support for a Targeted Area Development strategy for economic development. A fundamental objective of the City's economic development policy is to align public investments in neighborhood planning, community development and infrastructure development with private sector investments resulting in increased opportunities for business growth and to provide its citizens with safe, affordable and quality residential living

Lease? NO

Grant related? NO

Public Works? NO

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

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

GARDNER, SPENCER

**Study Session\Other**

Finance Committee

**Division Director**

MACDONALD, STEVEN

**Council Sponsor**

CMs Wilkerson and

**Finance**

SCHMITT, KEVIN

**Distribution List****Legal**

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**For the Mayor**

ORMSBY, MICHAEL

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**Additional Approvals**

jrichman@spokanecity.org

**Purchasing**

tstripes@spokanecity.org

jchurchill@spokanecity.org



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

**Agenda Wording**

community development, current community needs, neighborhood planning and incentives policies, and clarifies the City's role in economic development within the Spokane Targeted Investment Area as defined in Attachments A and B

**Summary (Background)**

environments. The dedication of public resources to help achieve these outcomes is within the public interest and is a legitimate function of City government when conducted in a predictable, transparent and accountable manner which includes appropriate metrics, or other measures to ensure that the programs are sustainable and generate real and measurable economic benefit to the areas of the City which need it most.

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

**Distribution List**


## ECONOMIC DEVELOPMENT RESOLUTION

### RESOLUTION NO. 2022-0064

A resolution supporting and affirming the City's Economic Development Strategy to implement the City's Comprehensive Plan and growth strategies.

WHEREAS, in 2015 the Spokane City Council adopted resolution 2015-0084 establishing support for a Targeted Area Development strategy for economic development and a commitment to continue its economic development efforts utilizing the strategic targeted approach to economic development; and

WHEREAS, this approach to economic development has continued to evolve and adapt to changing conditions both within the City and in the local, regional and national economies, and it is now appropriate that the strategy be updated to reflect current conditions and best practices; and

WHEREAS, this updated strategy builds upon the past work and strives further alignment with capital infrastructure plans, community development, current community needs, neighborhood planning and incentives policies, and clarifies the City's role in economic development in the Spokane Target Investment Area as defined in Attachments A and B; and

WHEREAS, a fundamental objective of the City's economic development policy is to align public investments in neighborhood planning, community development and infrastructure development with private sector investments resulting in increased opportunities for business growth and to provide its citizens with safe, affordable and quality residential living environments; and

WHEREAS, new and expanded business activity within the City of Spokane can spur additional economic growth, provide living wage jobs, improve neighborhoods, increase property values, increase tax collections, raise wages and median income, and enhance the standard of living of all citizens in the City; and

WHEREAS, the dedication of public resources to help achieve these outcomes is within the public interest and is a legitimate function of City government when conducted in a predictable, transparent and accountable manner which includes appropriate metrics, or other measures to ensure that the programs are sustainable and generate real and measurable economic benefit to the areas of the City which most need the benefits; and

WHEREAS, it is appropriate and fiscally responsible to align public and private investments in concentrated target areas and to bundle financial incentives to accelerate private investment in these areas which lead to implementation of the community vision expressed in adopted plans; and

WHEREAS, since City government does not have the fiscal or human capacity to focus all its redevelopment resources everywhere at the same time, it is understood that the economic development focus must be on only a priority area; and

WHEREAS, successful economic and community development policy must include housing, community and neighborhood improvements along with incentives for commercial development;

- NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council supports the joint effort by the Council and the Mayor to craft a set of business recruitment, retention, and expansion strategies which the City can use to incentivize business development and economic growth in the Spokane Target Investment Area as defined in Attachment B of the City in a transparent, measurable, and sustainable manner, in

ECONOMIC DEVELOPMENT RESOLUTION

support of development which increases not only the economic conditions of the citizens of the City of Spokane, but improves the standard and conditions of living for all the citizens of the City of Spokane.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**Attachment “A”:**

**Section I: Spokane Target Investment Area (STIA).**

The Spokane Target Investment Area boundary (2022 Map Attachment B) is based on qualified census tracts as defined by the Community Development Financial Institutions Fund (CDFI) of the U.S. Treasury for the New Markets Tax Credit Program (NMTC). Census tracts are qualified if they have: high poverty (20% or more), and/or low Median Family Income (<80% AMI), and/or high unemployment (> 1.5X National rate). The CDFI maps these census tracts for the NMTC program and updates them every few years in between the decennial census. These census tracts are mapped and are a part of the City’s GIS layer and available to the public. Spokane has 34 Census Tracts that qualify for NMTC benefits.

Utilizing the STIA boundary for City investment in economically distressed census tracts will help spur private investment in the area. Spokane Targeted Investment Area = New Market Tax Credit area.

**Section II: Annual Reporting and Assessment.**

Annual reporting and assessment will include:

- Economic Development Programmatic Performance measures
  - Spokane Target Investment Area assessment, investments and outcomes (Public & Private)
    - Number of permits and total values
    - Public investment values
    - Incentive investment
    - Assessed Property values
  - Spokane Target Investment Area boundary adjustments made by U.S. Treasury

**Section III: New Spokane Target Investment Area Selection Parameters.**

For new areas to be approved by resolution at the time of annual reporting, selection parameters will include:

- Spokane Target Investment Area boundary adjustments made by U.S. Treasury
- Areas identified in the Comprehensive Plan for infill (Downtown, Centers and Corridors)
- The level of community and redevelopment planning in place within a defined area
- Readiness of the community stakeholders to embrace and champion public and private investment
- Project areas identified in the Regional Comprehensive Economic Development Strategy that align with federal and state priorities and commercial clusters (aerospace, manufacturing, distribution)
- Natural and Built environment (bluff, hill, river, major arterial intersections, I90, rail line, bridges)
- Zoning - primary target area zoning and optional 2-4 block surrounding area of influence City Limits
- Public Private Partnership organizations – Public Development Authority, Business Improvement District or similar business association
- Major public improvement project limits
- Staff Resources

## ECONOMIC DEVELOPMENT RESOLUTION

### **Section IV: Incentives.**

Align all current incentives boundaries to the Spokane Target Investment Area (STIA) aka Federal New Market Tax Credit Eligible Census Tracts. Once these Census Tracts are no longer distressed, they are removed from the NMTC area.



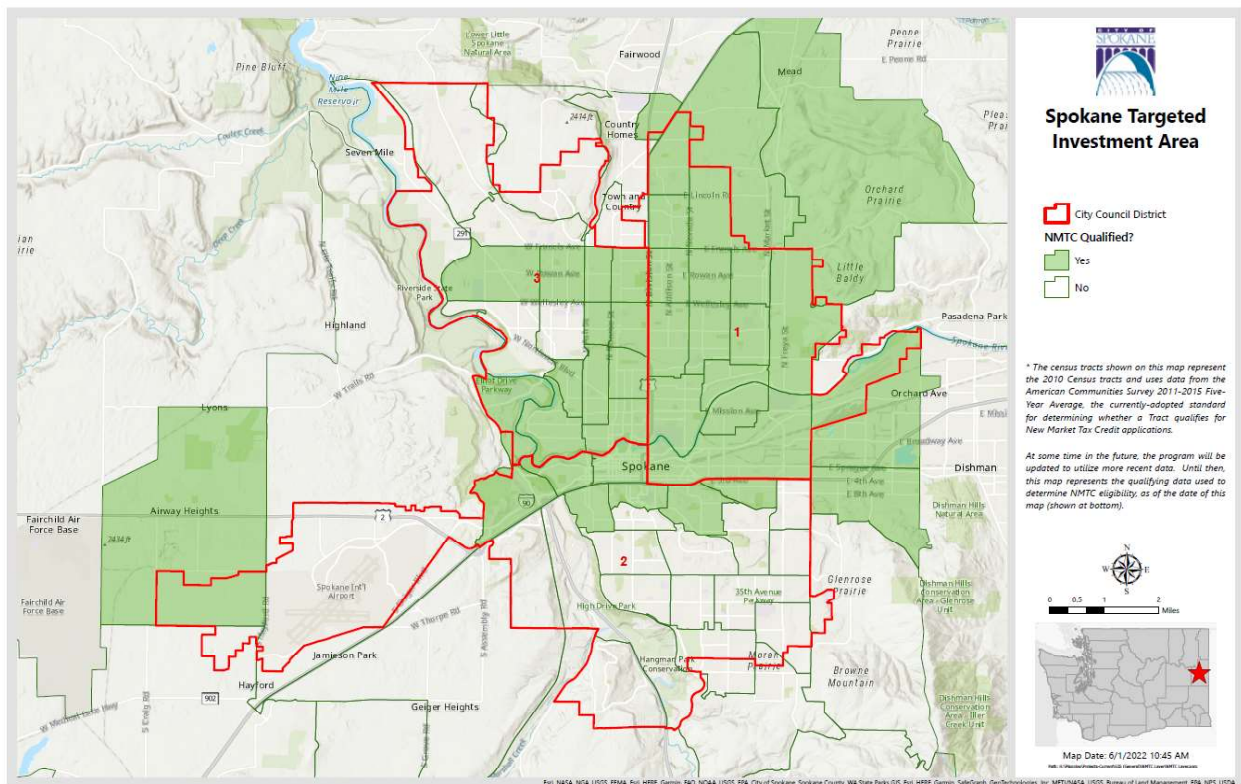
**Attachment “B”:**

**Section I: Spokane Target Investment Area boundary Map.**

The Spokane Target Investment Area boundary (2022 Map Attachment B) is based on qualified census tracts as defined by the Community Development Financial Institutions Fund (CDFI) of the U.S. Treasury for the New Markets Tax Credit Program (NMTC). Census tracts are qualified if they have: high poverty (20% or more), and/or low Median Family Income (<80% AMI), and/or high unemployment (> 1.5X National rate). The CDFI maps these census tracts for the NMTC program and updates them every few years in between the decennial census. These census tracts are mapped and are a part of the City’s GIS layer and available to the public. Spokane has 34 Census Tracts that qualify for NMTC benefits.

Spokane Targeted Investment Area = New Market Tax Credit area

When the Community Development Financial Institutions Fund (CDFI) of the U.S. Treasury for the New Markets Tax Credit Program (NMTC) updates the qualified census tracts Attachment B needs to be updated to reflect those changes.



## Committee Agenda Sheet

### Finance & Administration – June 2022

<b>Submitting Department</b>	Planning and Economic Development
<b>Contact Name &amp; Phone</b>	Teri Stripes, ext 6597, Steve MacDonald and Spencer Gardner
<b>Contact Email</b>	Tstripes@spokanecity.org
<b>Council Sponsor(s)</b>	Kinnear, Stratton, and Cathcart
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>5-10 minutes</u>
<b>Agenda Item Name</b>	<b>Economic Development Strategy &amp; Projects of Citywide Significance Updates</b>
<b>Summary (Background)</b>	<p>We will be bringing forward two actions for Council Consideration at this time:</p> <ol style="list-style-type: none"> <li>1. <b>Update the Economic Development Strategy Resolution 2015-0084</b> this update still supports the previous targeted area development strategy for economic development and its commitment to continue the economic development efforts. The economic development strategy is meant to evolve and adapt to changing conditions both within the City in our Comprehensive Plan, strategic plans, implementation plans, and it is now appropriate that the strategy be updated.             <ol style="list-style-type: none"> <li>a. The primary intent in updating the strategy is to help refocus the City's incentives investments and staff resources to our most economically distressed census tracts. The targeted area, aka the Spokane Targeted Investment Area (STIA) boundary: (Map Attached)                 <ol style="list-style-type: none"> <li>i. is based on 34 qualified census tracts defined by the Community Development Financial Institutions Fund (CDFI) of the U.S. Treasury for the New Markets Tax Credit Program (NMTC) investment. Census tracts are only qualified if they have: high poverty (20% or more), and/or low Median Family Income (&lt;80% AMI), and/or high unemployment (&gt; 1.5X National rate). Census tracts are removed from the NMTC area once they are no-longer distressed.                     <ol style="list-style-type: none"> <li>1. The NMTC qualified area includes census tracts that overlap the City limits, but our efforts/incentives will only be available within the City of Spokane.</li> </ol> </li> <li>ii. This updated target area combines our earlier areas of focus such as PDAs, BIDs, Opportunity Zone, New Market Tax Credit Area, Community Empowerment Zone, as well as the neighborhood business districts, we've historically worked with.</li> </ol> </li> </ol> </li> <li>2. <b>Update the Projects of Citywide Significance (PCS) Administrative Policy and its Attachment A: Affordable Housing – Priority.</b> Amending the Admin Policy allows the</li> </ol>

	<p>incentive to be tailored to meet a current need, such as Housing by adding programmatic and project criteria details in the form of an attachment to the incentive policy. The primary intent in updating the policy is to:</p> <ol style="list-style-type: none"> <li>align the incentive with the Spokane Targeted Investment Area boundary,</li> <li>make the award of the incentive more transparent, and</li> <li>not limit its use to only large multi-million dollar projects.</li> </ol> <p>Currently, the only program funding is coming from the American Rescue Plan Act and is capped at two million dollars targeting assistance to the creation of new Affordable Housing.</p> <ol style="list-style-type: none"> <li>addresses the critical need of creating more affordable housing units in the most distressed census tracts.</li> </ol> <p>Additional Economic Development changes coming forward in the near future:</p> <ul style="list-style-type: none"> <li>MFTE Update</li> <li>Utility Incentive Updates</li> </ul>
<p><b>Proposed Council Action &amp; Date:</b></p>	<p><b>We will be seeking approval on the July 18, 2022 Council agenda to update the following:</b></p> <p>Economic Development Strategy Resolution Projects of Citywide Significance Administrative Policy</p>
<p><b>Fiscal Impact:</b></p> <p>Total Cost:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b></p>	
<p>What impacts would the proposal have on historically excluded communities?</p> <p><b>Economic Development Strategy Update</b></p> <p>The updated strategy focuses the City's investments to our most economically distressed census tracts. The Spokane Targeted Investment Area (STIA) boundary is based on qualified census tracts as defined by the Community Development Financial Institutions Fund (CDFI) of the U.S. Treasury for the New Markets Tax Credit Program (NMTC). Census tracts are qualified if they have: high poverty (20% or more), and/or low Median Family Income (&lt;80% AMI), and/or high unemployment (&gt; 1.5X National rate). The CDFI maps these census tracts for the NMTC program and updates them every few years in between the decennial census. Spokane has 34 Census Tracts that qualify for NMTC benefits.</p> <p><b>Projects of Citywide Significance: Affordable Housing funded by ARPA</b></p>	

Targets the negative impacts of the pandemic surrounding housing security within our Spokane Targeted Investment Area (STIA):

- helping us build stronger neighborhoods by targeting the Affordable Housing incentives to our most economically distressed census tracts,
- housing income and rent restrictions to be tracked for 12-20yrs like Multi-Family Tax Exempt units,
- encouraging more multi-family housing opportunities, including affordable housing opportunities,
- stimulating the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing,
- increasing the supply of mixed-income multifamily housing opportunities,
- helping accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW,
- promoting community development, neighborhood revitalization, and availability of affordable housing, and
- encouraging additional housing in areas that are consistent with planning for public transit systems.

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

**Projects of Citywide Significance: Affordable Housing tracked as Multi-Family Tax Exemption**

**Annual Certification and Affordability Certification**

Annually in February the property owner will submit a report, which includes:

- A statement of occupancy and vacancy of the multi-family units during the previous year.
- A certification that the property has not changed use and, that the property has been in compliance with the affordable housing requirements.

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

**Economic Development Strategy tracking requirements**

- Spokane Target Investment Area assessment, investments and outcomes (Public & Private)
  - Number of permits and total values
  - Public investment values
  - Incentive investment such as PCS & MFTE
  - Assessed Property values

**Projects of Citywide Significance: Affordable Housing tracked as Multi-Family Tax Exemption**

**Annual Certification and Affordability Certification**

Annually in February the property owner will submit a report, which includes:

- A statement of occupancy and vacancy of the multi-family units during the previous year.
- A certification that the property has not changed use and, that the property has been in compliance with the affordable housing requirements.

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

**Comprehensive Plan Land Use Policies:**

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development

**Comprehensive Plan Housing Policies:**

H 1.9 Mixed-Income Housing

H 1.4 Use of Existing Infrastructure

H 1.10 Lower-Income Housing Development Incentives

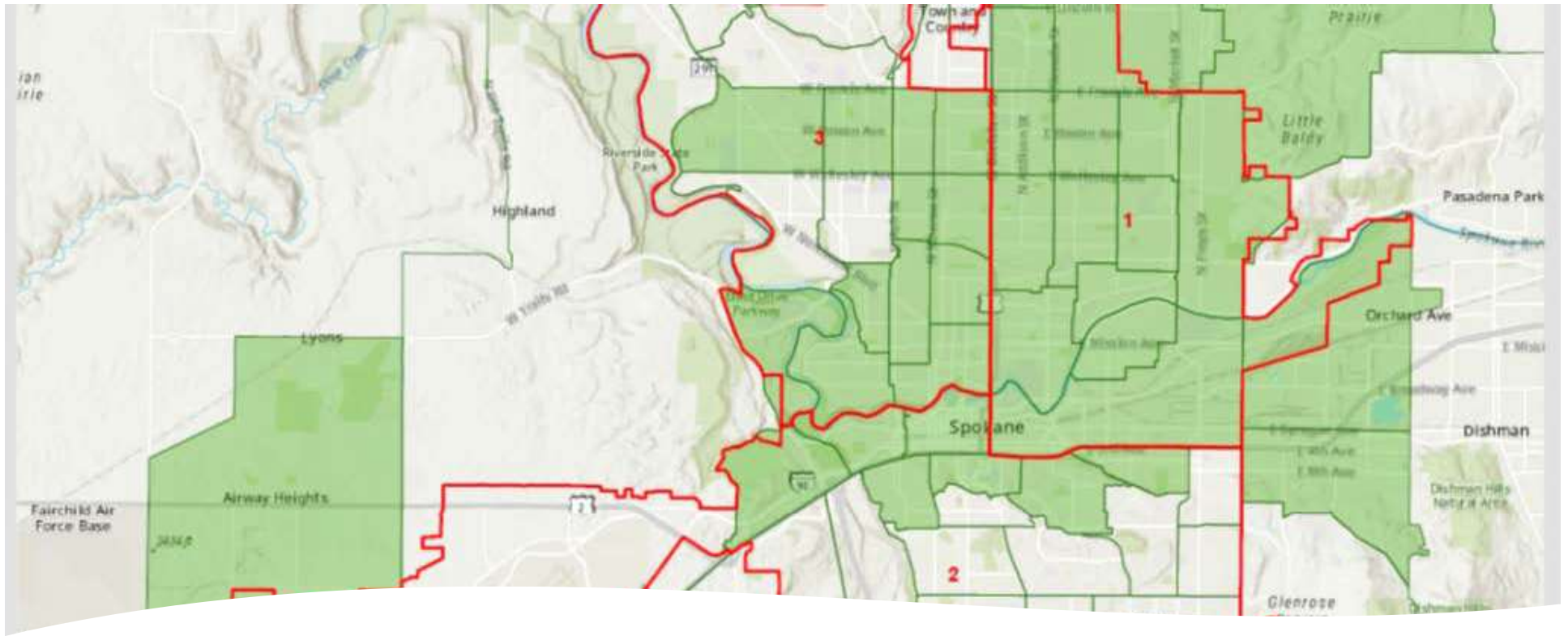
H 1.11 Access to Transportation

H 1.18 Distribution of Housing Options

**Comprehensive Plan Economic Development Policies:**

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement



## Today's Briefing:

- Updating 2015 **Economic Development Strategy**
- **Projects of Citywide Significance (PCS): Affordable Housing Program** funded by American Rescue Plan Act

*July 11 Urban Experience Briefing -- MFTE proposed changes*

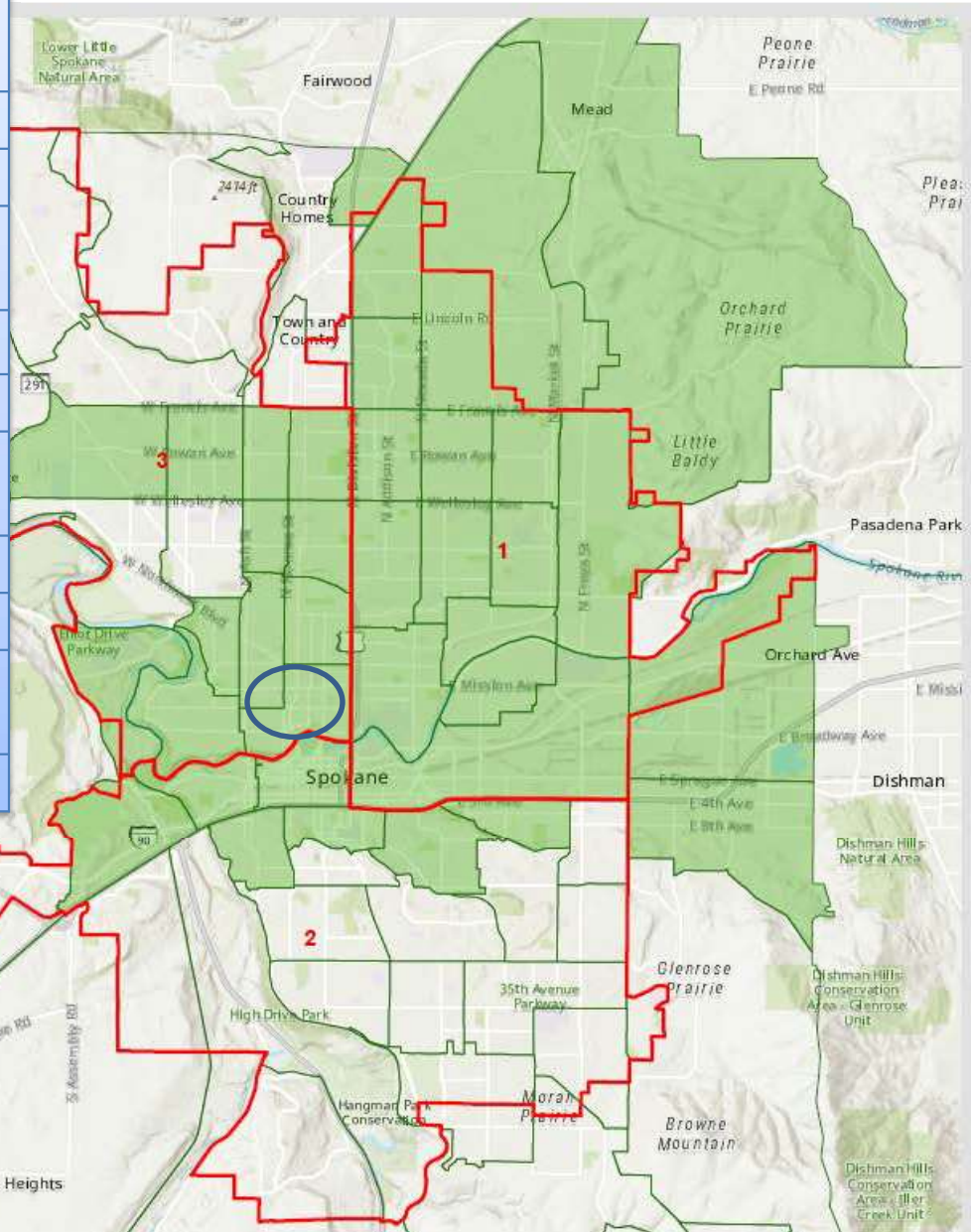
# Economic Development Strategy Resolution

Directs us to focus incentives and staff resources to our most economically distressed census tracts – **Spokane Targeted Investment Area (STIA)**

- Includes **34 census tracts** defined as distressed by the U.S. Treasury's New Markets Tax Credit (NMTC) Program, qualifications:
  - high poverty (20% or more), and/or
  - low income (<80% AMI), and/or
  - high unemployment (> 1.5X National rate)
- Census tracts are removed when they are no-longer distressed



Name	Census Tract 24
NMTC Qualified	Yes
Poverty Rate	53.20
Poverty Rate Qualified	Yes
Median Income Qualified	
Metro Designation	Metropolitan
Pct Med Family Income	19.78
Unemp Rate	20.40
Unemp Rate Ratio	2.46
Unemp Ratio Qualified	Yes
Poverty Pop	2057



<https://my.spokanecity.org/opendata/gis>



# Spokane Targeted Investment Area

Boundary includes our earlier areas of focus:

- PDAs,
- BIDs,
- Opportunity Zone,
- New Market Tax Credit Area,
- Community Empowerment Zone,
- as well as the neighborhood business districts.

# **Projects of Citywide Significance (PCS) Policy**

The intent in updating the PCS Administrative Policy is to:

- align the incentive with the Spokane Targeted Investment Area,
- increase its flexibility in meeting current needs,
- make the award of the incentive more transparent, and
- not limit its use to only large multi-million-dollar projects.

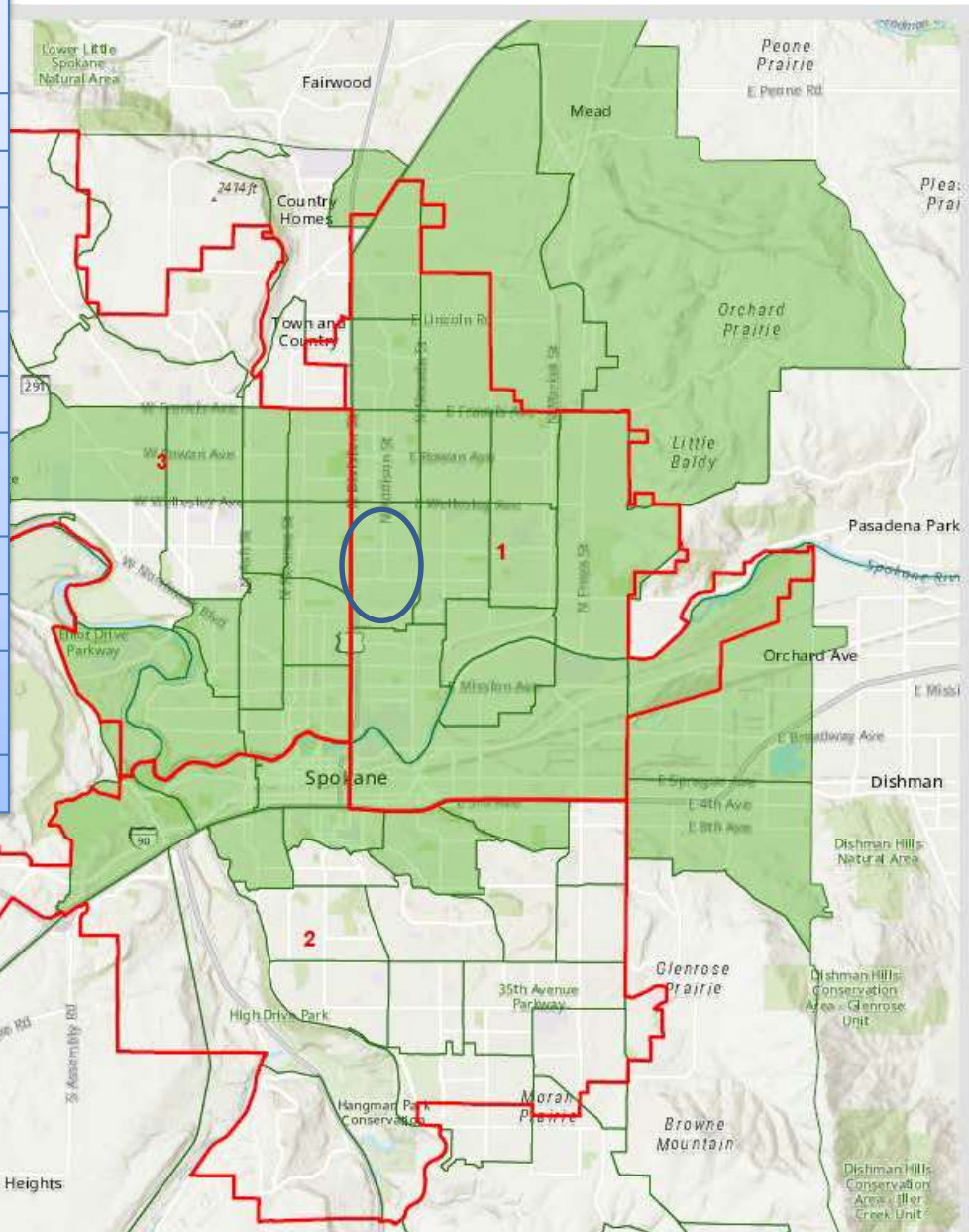
# **PCS: Affordable Housing Program**

## **PCS Attachment A: Affordable Housing – Priority**

The only program funding available is from the American Rescue Plan Act dollars and will:

- provide assistance for the creation of new Affordable Housing,
- target the negative impacts of the pandemic surrounding housing security, and
- address the critical need of creating more affordable housing options in our most distressed census tracts.

Name	Census Tract 14
NMTC Qualified	Yes
Poverty Rate	23.00
Poverty Rate Qualified	Yes
Median Income Qualified	
Metro Designation	Metropolitan
Pct Med Family Income	51.46
Unemp Rate	13.10
Unemp Rate Ratio	1.58
Unemp Ratio Qualified	Yes
Poverty Pop	6114



<https://my.spokanecity.org/opendata/gis>

# **PCS: Affordable Housing Incentive Award**

New Multi-Family Housing Projects (4 units or more)

- Can qualify for up to \$150,000 in construction permit fees being paid by the City.
- Awards can be leveraged with Multi-Family Tax Exemption incentives as well as other incentives.
- Applications will be required.

# PCS: Affordable Housing Incentive

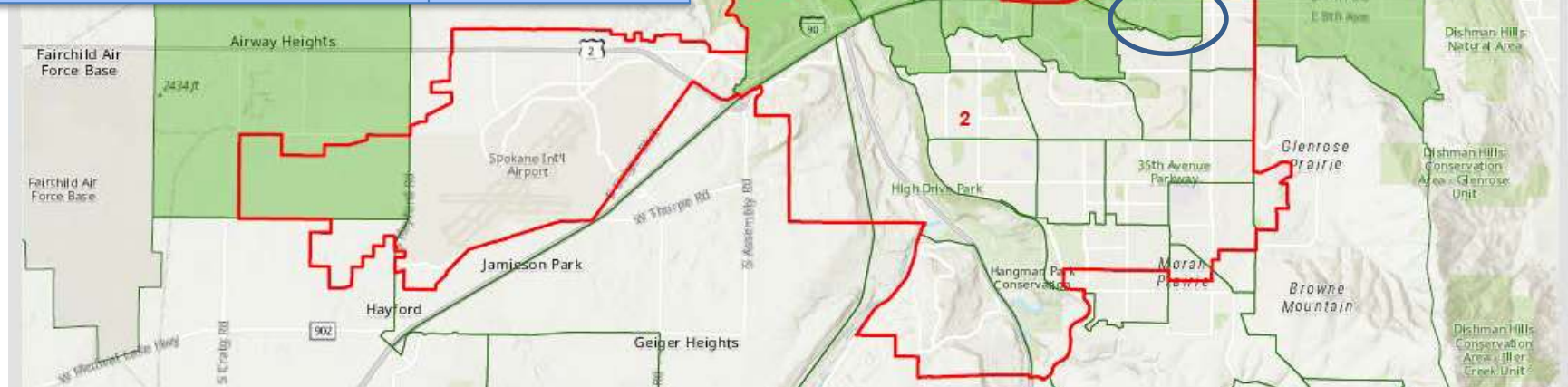
## Criteria

Qualifying affordable housing projects will have to:

- be within the Spokane Targeted Investment Area,
- create new Multi-Family Housing (4 units or more)
  - for owner and/or renter occupancy,
- set aside 20-25% of the units as affordable to low-moderate income households,
- report on the housing status as well as affordability requirements,
- meet other applicable criteria, and
- secure construction permits before October 31, 2023.



Name	Census Tract 30
NMTC Qualified	Yes
Poverty Rate	35.90
Poverty Rate Qualified	Yes
Median Income Qualified	
Metro Designation	Metropolitan
Pct Med Family Income	43.34
Unemp Rate	12.80
Unemp Rate Ratio	1.54
Unemp Ratio Qualified	Yes
Poverty Pop	2607



<https://my.spokanecity.org/opendata/gis>

## Next Steps

- July 18, 2022 - Seek City Council approval
- August 15, 2022 - PCS website and Affordable Housing application live  
<https://my.spokanecity.org/economicdevelopment/incentives/>
- August 15 – October 31, 2022 we will accept PCS Affordable Housing applications or until funding is exhausted



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

07/18/2022

**Date Rec'd**

7/6/2022

**Clerk's File #**

RES 2022-0065

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

PLANNING &amp; ECONOMIC

**Cross Ref #**

RES 2022-0064

**Contact Name/Phone**

TERI STRIPES 6597

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

TSTRIPES@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Resolutions

**Requisition #****Agenda Item Name**

0650-RESOLUTION AND ADMIN POLICY OF PROJECTS OF CITYWIDE

**Agenda Wording**

This Resolution and the Administrative Policy aligns changes in the Projects of Citywide Significance incentive to focus on the Spokane Targeted Investment Area established in the Economic Development Strategy RES 2022-0064, along with increasing it

**Summary (Background)**

Currently, the only incentive funding available is from the American Rescue Plan Act dollars which, provides assistance for the creation of new Affordable Housing, targets the negative impacts of the pandemic surrounding housing security, and addresses the critical need of creating more affordable housing options in our most distressed census tracts. The incentive criteria for the Affordable Housing Priority are included in Attachment A.

Lease? NO

Grant related? NO

Public Works? NO

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

Neutral \$ 5,000,000

# 1425-88153-57215-54201-97238

Select \$

#

Select \$

#

Select \$

#

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

GARDNER, SPENCER

**Study Session\Other**

Finance Committee

**Division Director**

MACDONALD, STEVEN

**Council Sponsor**

Cms Wilkerson and

**Finance**

SCHMITT, KEVIN

**Distribution List****Legal**

PICCOLO, MIKE

smacdonald@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

sgardner@spokanecity.org

**Additional Approvals**

jrichman@spokanecity.org

**Purchasing**

tstripes@spokanecity.org

jchurchill@spokanecity.org



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

**Agenda Wording**

flexibility in meeting current community needs, making the award of the incentive more transparent, and does not limit its use to only large multi-million-dollar projects.

**Summary (Background)**

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


## **RESOLUTION**

A resolution Approving an updated Projects of Citywide Significance Incentive Policy.

WHEREAS, on July 18, 2022, the Spokane City Council adopted a resolution (Resolution No. 2022-0064) which states support for and establishment of an Economic Development Strategy to implement the City's Comprehensive Plan and growth strategies; and

WHEREAS, updates to the City's Policy and Procedure re: Projects of Citywide Significance Incentive Policy are needed in order to help in implementing the updated Economic Development Strategy; and,

WHEREAS, the updated Policy will:

- Help the City build stronger neighborhoods by targeting the Affordable Housing incentives to our most economically distressed census tracts,
- encourage more multi-family housing opportunities, including affordable housing opportunities,
- stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing,
- increase the supply of mixed-income multifamily housing opportunities,
- help accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW,
- promote community development, neighborhood revitalization, and the availability of affordable housing, and

**--NOW, THEREFORE,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council hereby approves and supports the updated Projects of Citywide Significance Incentive Policy attached to this Resolution.

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN xxx – ____ - xxx LGL ____ - ____
TITLE: PROJECTS OF CITYWIDE SIGNIFICANCE INCENTIVE POLICY EFFECTIVE DATE: REVISION EFFECTIVE DATE: N/A	

## 1.0 GENERAL

- 1.1 The purpose of this policy is to replace ADMIN 0650-16-02 and provide uniform operating rules and procedures for the consideration and award of financial assistance to property owners and investment project(s) in the City of Spokane for Projects of Citywide Significance.

## 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 all City Departments.

## 3.0 REFERENCES

City Council Resolution 2015-0084  
City Council Resolution 2015-0101  
City Council Resolution 2022-0064

## 4.0 DEFINITIONS

- 4.1 Project Review: The Project will be reviewed and awarded by staff based upon the project criteria outlined in Attachment A.
- 4.2 Project Award: A Project Award means the funding assistance, which may be available to a qualified project, based on the project's eligibility as defined in Attachment A.

- 4.3 Project of Citywide Significance: A Project of Citywide Significance means a private development project which entails the development, construction or physical improvement to real property located within the City of Spokane which meets the eligibility requirements defined in Attachment A. The type of real property development eligible for a Project Award can change over time. Attachment A identifies the types of projects currently eligible for a Project Award during a set time-frame, and while funding exists.
- 4.4 Qualified Project: A Qualified Project means a Project of Citywide Significance that meets all minimum requirements necessary for acceptance into the Project of Citywide Significance program and to be considered for such financial assistance as may be available and applicable under the program, as currently defined in Attachment A.
- 4.5 Development: Development means land or property development undertaken by an individual or company.

## 5.0 POLICY

- 5.1 Individual projects which include new investment and physical improvements to real property that provides significant Citywide public benefits. Such public benefits can include:
- meeting an urgent community need;
  - bringing new living wage jobs to the community;
  - generating new property sales and utility tax revenues;
  - improving the community through the advancement or implementation of existing community plans including the Comprehensive Plan and neighborhood plans;
  - protecting or improving the environment and conserving natural and historic resources;
  - advancing State and regional industry cluster growth and regional economic development plans; and
  - investing in targeted investment areas such as downtown Spokane, identified centers and corridors and target investment areas identified in the City's Economic Development strategy.
  - Increasing the City's supply of affordable housing.
- In order to provide for an equitable and transparent process for the use of financial incentives to encourage investments which provide significant public benefits to the City as described above, the Spokane City Council has adopted Resolution 2022-0064 which provides for an Award for project types currently defined in Attachment A during the time frame also set in Attachment A, and while funding allows.
- 5.2 It is intended that the City's financial investment awarded to individual projects under this program will be applied towards paying a Qualified Project's permit fees and/or transportation impact fees. The Award cannot

exceed a Project's total permit fees and may only cover a portion of the Qualified Project's total permit fees.

## 6.0 PROCEDURE

6.1 Application: Application for a financial incentive will be made on forms provided by the City of Spokane and shall be submitted 10 working days prior to a Qualified Project submitting a permit application.

6.2 Determination of Qualification: Within 10 business days of receipt of a complete application, the Planning and Economic Development Director or designated Staff will make a determination that: (a) The project is a qualified project with a public benefit and may be considered for financial assistance; (b) that additional information is needed to make the determination; or (c) that the project does not qualify for financial assistance under this program. Such determination will be made in writing.

## 7.0 RESPONSIBILITIES

The City of Spokane Planning and Economic Development Services Department shall administer this Policy.

## 8.0 APPENDICES

Attachment A: Projects of Citywide Significance (PCS) Affordable Housing -- Priority

APPROVED BY:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

## **ATTACHMENT A**

### **Projects of Citywide Significance (PCS) Affordable Multi-Family Housing -- Priority**

#### **PCS Affordable Multi-Family Housing Incentive**

- Affordable Multi-Family housing projects are eligible for up to \$150,000 in permit fees being paid – applications are required
- This Affordable Multi-Family Housing Incentive is to increase residential housing units and is not applicable to mixed-use projects.
  - A project's actual permit fees may be more or less than the \$150,000 awarded under this program
    - Any permit fees exceeding the value of the award are the responsibility of the applicant

#### **Eligibility Criteria**

- Project must be located within the Spokane Targeted Investment Area identified in the Spokane City Council adopted Resolution 2022-0064.
- Applications received August 1 – October 31, 2022 or until funding is exhausted
- Must submit application for incentive prior to submitting building permit application(s)
- Multi-Family housing means a building having four or more dwelling units designed for permanent residential occupancy. For projects with multiple buildings, each building must have four or more dwelling units designed for permanent residential occupancy in order to qualify for this incentive.
- The project must meet the following affordability requirements (Income and Rent restrictions) which mirror and will be tracked through the City's Multiple-family Housing Property Tax Exemption, Chapter 8.15 SMC (MFTE) program regardless of whether the project participates in the MFTE incentive:
  - A project comprising 4-11 rental and/or owner-occupied dwelling units must set aside **20%** of the dwelling units as income and rent restricted for households with household incomes of 80-115% Area Median Income (AMI) for a minimum period of twelve (12) years; the remaining **80%** of the dwelling units are unrestricted.
  - A project comprising 12 or more rental and/or owner-occupied dwelling units must set aside **25%** of the dwelling units as income and rent restricted for households with household incomes of 80-115% Area Median Income (AMI) for a minimum period of twelve (12) years; the remaining **75%** of the dwelling units are unrestricted.
  - For a MFTE project to qualify for the twenty-year program, at least **25%** of the units must be sold to a qualified nonprofit or local government partner that will assure permanent affordable homeownership. The remaining **75%** of units may be rented or sold at market rates. Permanently affordable homeownership units must be sold to low-income households earning no more than 80 percent of the area median income.
- If the applicant has not received building permits for a project by October 31, 2023, the incentive shall expire and be null and void.

## Committee Agenda Sheet

### Finance & Administration – June 2022

<b>Submitting Department</b>	Planning and Economic Development
<b>Contact Name &amp; Phone</b>	Teri Stripes, ext 6597, Steve MacDonald and Spencer Gardner
<b>Contact Email</b>	Tstripes@spokanecity.org
<b>Council Sponsor(s)</b>	Kinnear, Stratton, and Cathcart
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>5-10 minutes</u>
<b>Agenda Item Name</b>	<b>Economic Development Strategy &amp; Projects of Citywide Significance Updates</b>
<b>Summary (Background)</b>	<p>We will be bringing forward two actions for Council Consideration at this time:</p> <ol style="list-style-type: none"> <li>1. <b>Update the Economic Development Strategy Resolution 2015-0084</b> this update still supports the previous targeted area development strategy for economic development and its commitment to continue the economic development efforts. The economic development strategy is meant to evolve and adapt to changing conditions both within the City in our Comprehensive Plan, strategic plans, implementation plans, and it is now appropriate that the strategy be updated.             <ol style="list-style-type: none"> <li>a. The primary intent in updating the strategy is to help refocus the City's incentives investments and staff resources to our most economically distressed census tracts. The targeted area, aka the Spokane Targeted Investment Area (STIA) boundary: (Map Attached)                 <ol style="list-style-type: none"> <li>i. is based on 34 qualified census tracts defined by the Community Development Financial Institutions Fund (CDFI) of the U.S. Treasury for the New Markets Tax Credit Program (NMTC) investment. Census tracts are only qualified if they have: high poverty (20% or more), and/or low Median Family Income (&lt;80% AMI), and/or high unemployment (&gt; 1.5X National rate). Census tracts are removed from the NMTC area once they are no-longer distressed.                     <ol style="list-style-type: none"> <li>1. The NMTC qualified area includes census tracts that overlap the City limits, but our efforts/incentives will only be available within the City of Spokane.</li> </ol> </li> <li>ii. This updated target area combines our earlier areas of focus such as PDAs, BIDs, Opportunity Zone, New Market Tax Credit Area, Community Empowerment Zone, as well as the neighborhood business districts, we've historically worked with.</li> </ol> </li> </ol> </li> <li>2. <b>Update the Projects of Citywide Significance (PCS) Administrative Policy and its Attachment A: Affordable Housing – Priority.</b> Amending the Admin Policy allows the</li> </ol>



	<p>incentive to be tailored to meet a current need, such as Housing by adding programmatic and project criteria details in the form of an attachment to the incentive policy. The primary intent in updating the policy is to:</p> <ol style="list-style-type: none"> <li>align the incentive with the Spokane Targeted Investment Area boundary,</li> <li>make the award of the incentive more transparent, and</li> <li>not limit its use to only large multi-million dollar projects.</li> </ol> <p>Currently, the only program funding is coming from the American Rescue Plan Act and is capped at two million dollars targeting assistance to the creation of new Affordable Housing.</p> <ol style="list-style-type: none"> <li>addresses the critical need of creating more affordable housing units in the most distressed census tracts.</li> </ol> <p>Additional Economic Development changes coming forward in the near future:</p> <ul style="list-style-type: none"> <li>MFTE Update</li> <li>Utility Incentive Updates</li> </ul>
<p><b>Proposed Council Action &amp; Date:</b></p>	<p><b>We will be seeking approval on the July 18, 2022 Council agenda to update the following:</b></p> <p>Economic Development Strategy Resolution Projects of Citywide Significance Administrative Policy</p>
<p><b>Fiscal Impact:</b></p> <p>Total Cost:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b></p>	
<p>What impacts would the proposal have on historically excluded communities?</p> <p><b>Economic Development Strategy Update</b></p> <p>The updated strategy focuses the City's investments to our most economically distressed census tracts. The Spokane Targeted Investment Area (STIA) boundary is based on qualified census tracts as defined by the Community Development Financial Institutions Fund (CDFI) of the U.S. Treasury for the New Markets Tax Credit Program (NMTC). Census tracts are qualified if they have: high poverty (20% or more), and/or low Median Family Income (&lt;80% AMI), and/or high unemployment (&gt; 1.5X National rate). The CDFI maps these census tracts for the NMTC program and updates them every few years in between the decennial census. Spokane has 34 Census Tracts that qualify for NMTC benefits.</p> <p><b>Projects of Citywide Significance: Affordable Housing funded by ARPA</b></p>	

Targets the negative impacts of the pandemic surrounding housing security within our Spokane Targeted Investment Area (STIA):

- helping us build stronger neighborhoods by targeting the Affordable Housing incentives to our most economically distressed census tracts,
- housing income and rent restrictions to be tracked for 12-20yrs like Multi-Family Tax Exempt units,
- encouraging more multi-family housing opportunities, including affordable housing opportunities,
- stimulating the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing,
- increasing the supply of mixed-income multifamily housing opportunities,
- helping accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW,
- promoting community development, neighborhood revitalization, and availability of affordable housing, and
- encouraging additional housing in areas that are consistent with planning for public transit systems.

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

**Projects of Citywide Significance: Affordable Housing tracked as Multi-Family Tax Exemption**

**Annual Certification and Affordability Certification**

Annually in February the property owner will submit a report, which includes:

- A statement of occupancy and vacancy of the multi-family units during the previous year.
- A certification that the property has not changed use and, that the property has been in compliance with the affordable housing requirements.

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

**Economic Development Strategy tracking requirements**

- Spokane Target Investment Area assessment, investments and outcomes (Public & Private)
  - Number of permits and total values
  - Public investment values
  - Incentive investment such as PCS & MFTE
  - Assessed Property values

**Projects of Citywide Significance: Affordable Housing tracked as Multi-Family Tax Exemption**

**Annual Certification and Affordability Certification**

Annually in February the property owner will submit a report, which includes:

- A statement of occupancy and vacancy of the multi-family units during the previous year.
- A certification that the property has not changed use and, that the property has been in compliance with the affordable housing requirements.

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

**Comprehensive Plan Land Use Policies:**

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development

**Comprehensive Plan Housing Policies:**

H 1.9 Mixed-Income Housing

H 1.4 Use of Existing Infrastructure

H 1.10 Lower-Income Housing Development Incentives

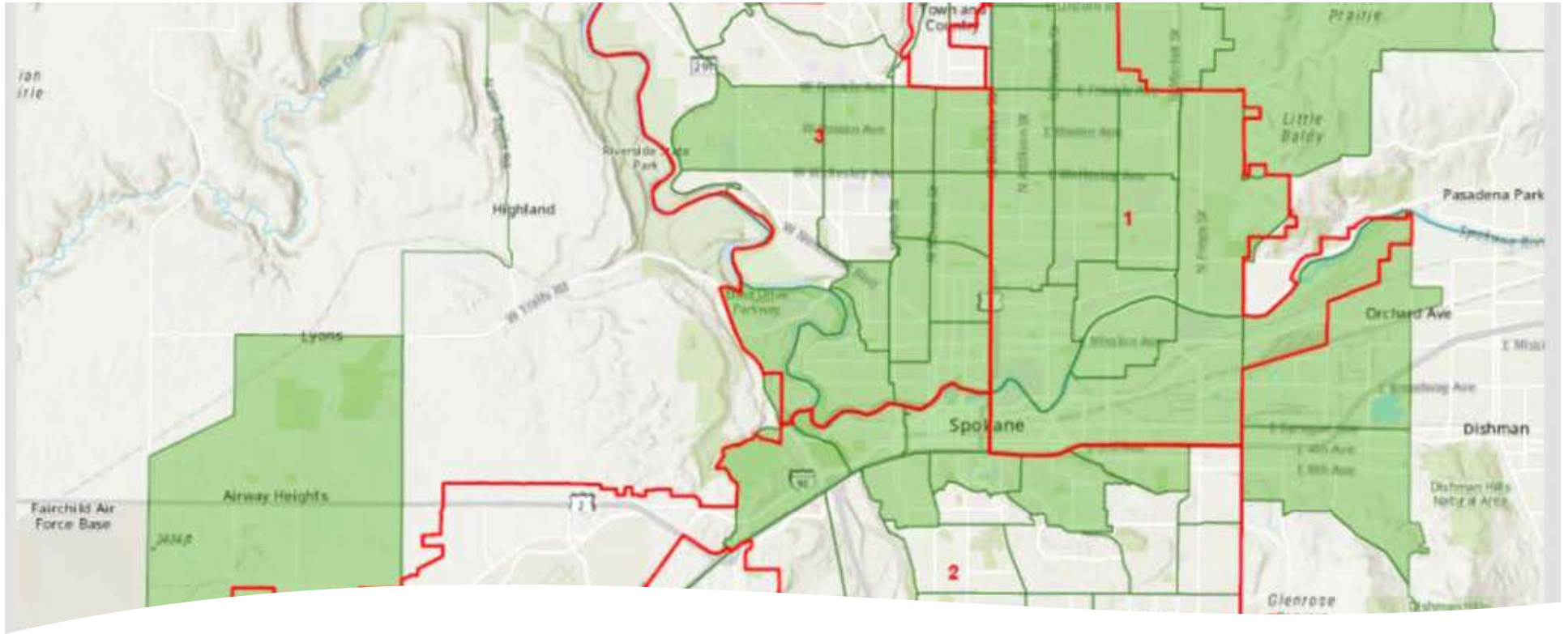
H 1.11 Access to Transportation

H 1.18 Distribution of Housing Options

**Comprehensive Plan Economic Development Policies:**

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement



## Today's Briefing:

- Updating 2015 **Economic Development Strategy**
- **Projects of Citywide Significance (PCS): Affordable Housing Program** funded by American Rescue Plan Act

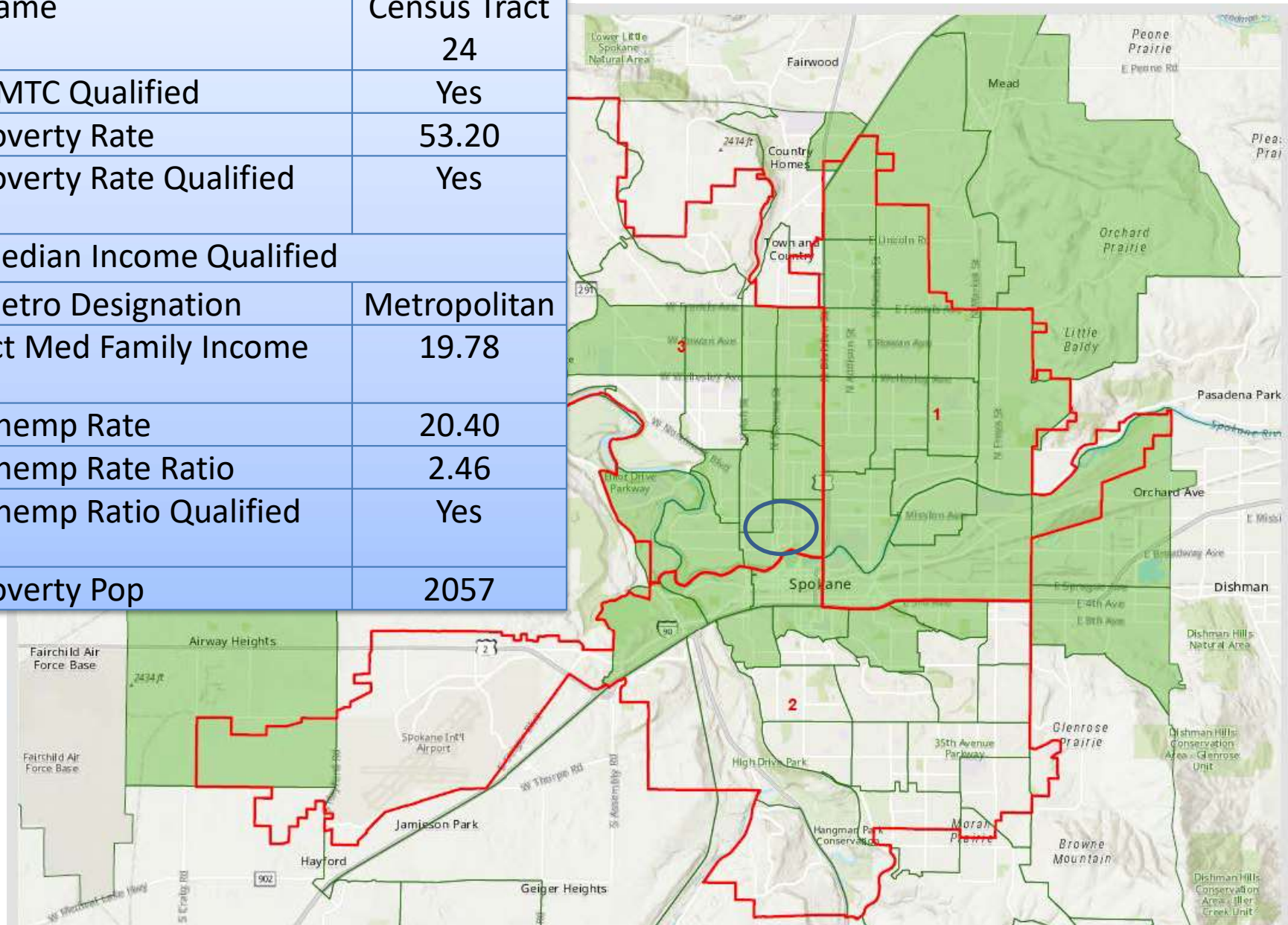
*July 11 Urban Experience Briefing -- MFTE proposed changes*

# Economic Development Strategy Resolution

Directs us to focus incentives and staff resources to our most economically distressed census tracts – **Spokane Targeted Investment Area (STIA)**

- Includes **34 census tracts** defined as distressed by the U.S. Treasury's New Markets Tax Credit (NMTC) Program, qualifications:
  - high poverty (20% or more), and/or
  - low income (<80% AMI), and/or
  - high unemployment (> 1.5X National rate)
- Census tracts are removed when they are no-longer distressed

Name	Census Tract 24
NMTC Qualified	Yes
Poverty Rate	53.20
Poverty Rate Qualified	Yes
Median Income Qualified	
Metro Designation	Metropolitan
Pct Med Family Income	19.78
Unemp Rate	20.40
Unemp Rate Ratio	2.46
Unemp Ratio Qualified	Yes
Poverty Pop	2057



<https://my.spokanecity.org/opendata/gis>

# Spokane Targeted Investment Area

Boundary includes our earlier areas of focus:

- PDAs,
- BIDs,
- Opportunity Zone,
- New Market Tax Credit Area,
- Community Empowerment Zone,
- as well as the neighborhood business districts.

# **Projects of Citywide Significance (PCS) Policy**

The intent in updating the PCS Administrative Policy is to:

- align the incentive with the Spokane Targeted Investment Area,
- increase its flexibility in meeting current needs,
- make the award of the incentive more transparent, and
- not limit its use to only large multi-million-dollar projects.



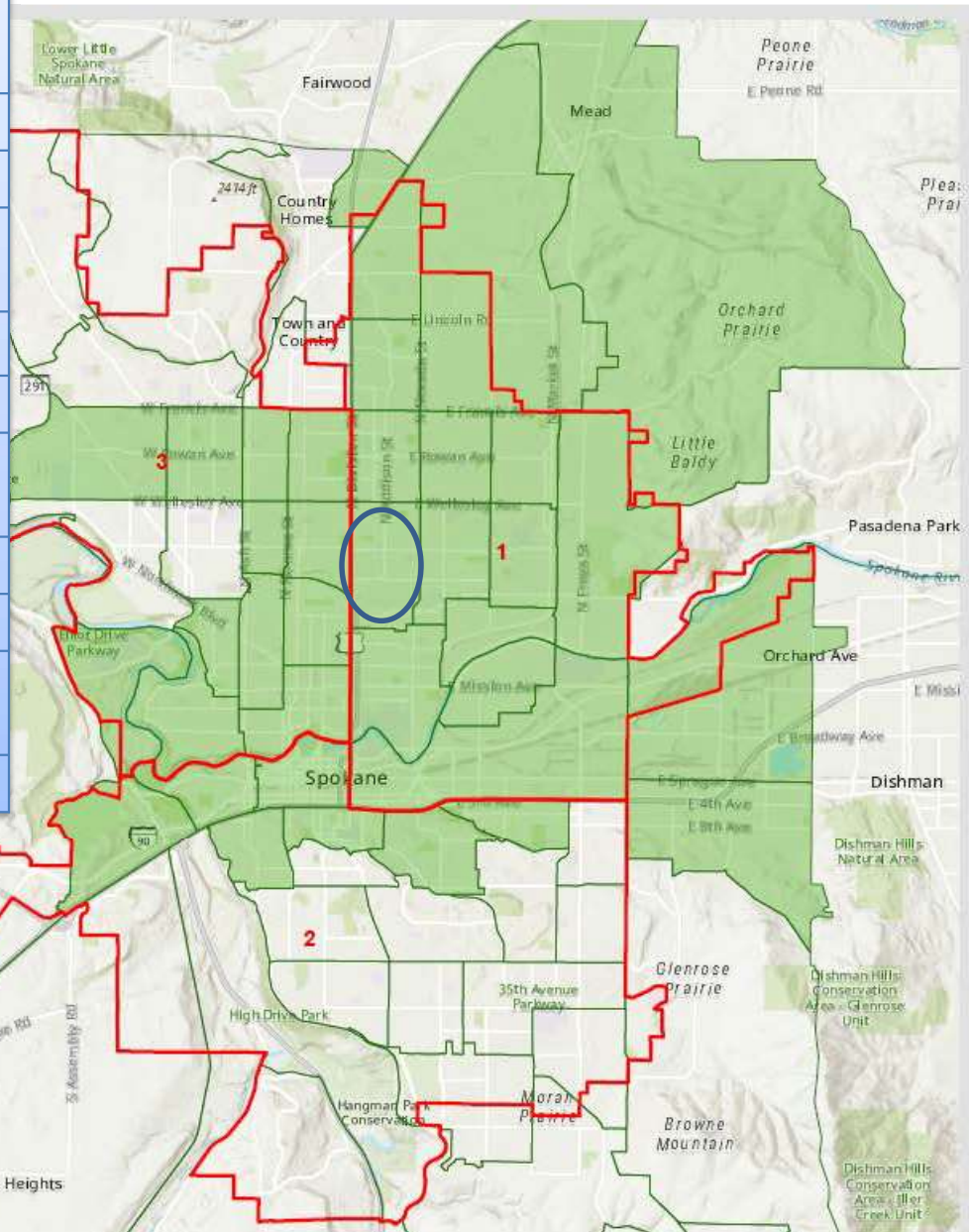
# **PCS: Affordable Housing Program**

## **PCS Attachment A: Affordable Housing – Priority**

The only program funding available is from the American Rescue Plan Act dollars and will:

- provide assistance for the creation of new Affordable Housing,
- target the negative impacts of the pandemic surrounding housing security, and
- address the critical need of creating more affordable housing options in our most distressed census tracts.

Name	Census Tract 14
NMTC Qualified	Yes
Poverty Rate	23.00
Poverty Rate Qualified	Yes
Median Income Qualified	
Metro Designation	Metropolitan
Pct Med Family Income	51.46
Unemp Rate	13.10
Unemp Rate Ratio	1.58
Unemp Ratio Qualified	Yes
Poverty Pop	6114



<https://my.spokanecity.org/opendata/gis>

# **PCS: Affordable Housing Incentive Award**

New Multi-Family Housing Projects (4 units or more)

- Can qualify for up to \$150,000 in construction permit fees being paid by the City.
- Awards can be leveraged with Multi-Family Tax Exemption incentives as well as other incentives.
- Applications will be required.

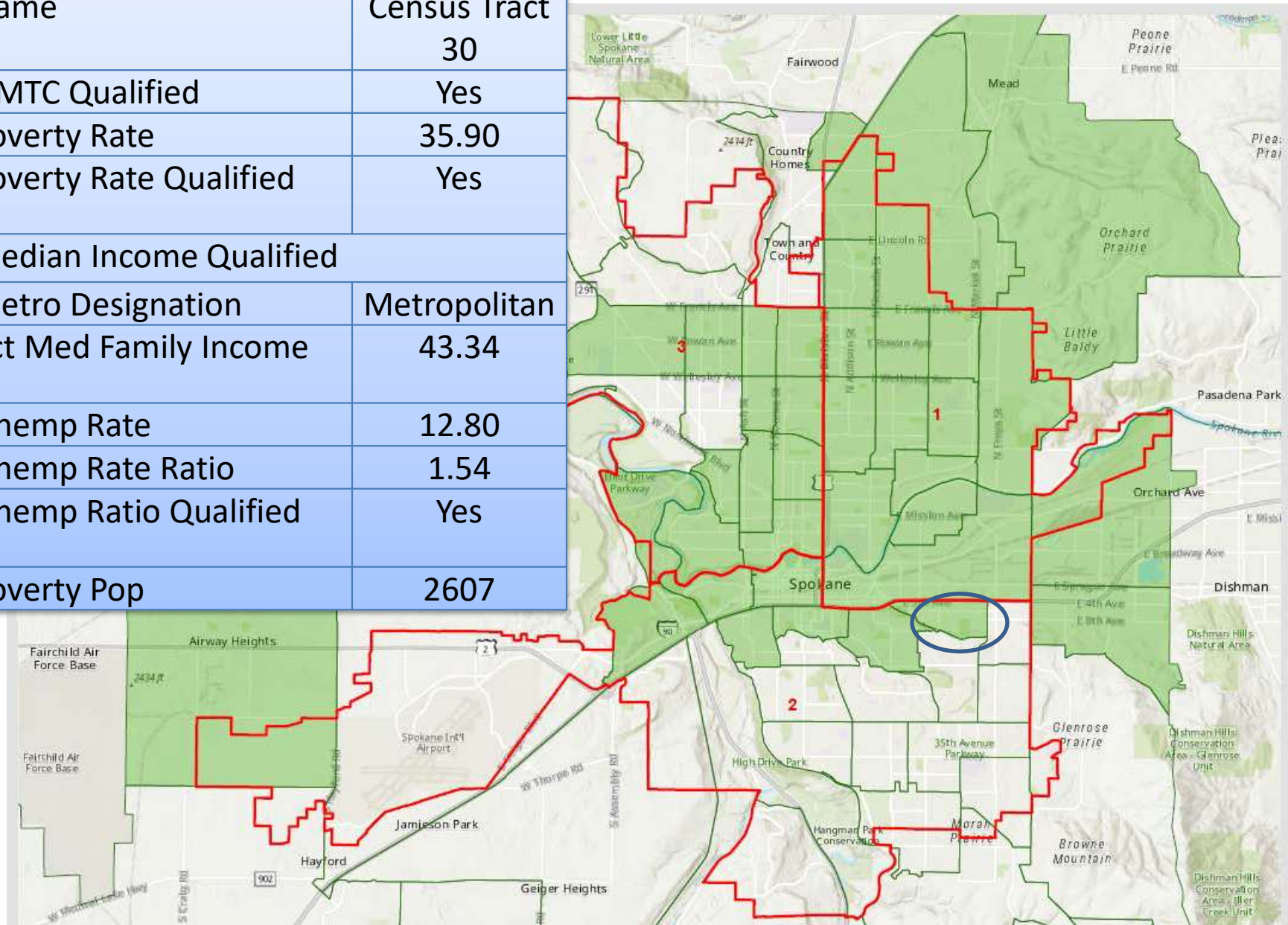
# PCS: Affordable Housing Incentive

## Criteria

Qualifying affordable housing projects will have to:

- be within the Spokane Targeted Investment Area,
- create new Multi-Family Housing (4 units or more)
  - for owner and/or renter occupancy,
- set aside 20-25% of the units as affordable to low-moderate income households,
- report on the housing status as well as affordability requirements,
- meet other applicable criteria, and
- secure construction permits before October 31, 2023.

Name	Census Tract 30
NMTC Qualified	Yes
Poverty Rate	35.90
Poverty Rate Qualified	Yes
Median Income Qualified	
Metro Designation	Metropolitan
Pct Med Family Income	43.34
Unemp Rate	12.80
Unemp Rate Ratio	1.54
Unemp Ratio Qualified	Yes
Poverty Pop	2607



<https://my.spokanecity.org/opendata/gis>



## Next Steps

- July 18, 2022 - Seek City Council approval
- August 15, 2022 - PCS website and Affordable Housing application live  
<https://my.spokanecity.org/economicdevelopment/incentives/>
- August 15 – October 31, 2022 we will accept PCS Affordable Housing applications or until funding is exhausted

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

07/18/2022

**Date Rec'd**

7/7/2022

**Clerk's File #**

RES 2022-0066

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

CITY COUNCIL

**Cross Ref #****Contact Name/Phone**

BREEAN BEGGS X6254

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

BBEGGS@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Resolutions

**Requisition #****Agenda Item Name**

0320 - TRENT PROPERTY PURCHASE RESOLUTION

**Agenda Wording**

A Resolution requesting that the City Administration enter negotiations with the owner of 4320 E. Trent Avenue for the City of Spokane to purchase the building.

**Summary (Background)**

Council approved a lease for the property at 4320 E. Trent that included a possible option to purchase on June 27, 2022. This resolution requests that the City Administration move forward with negotiating purchase of the property so that the City does not end up paying for needed improvements in order to operate a shelter and end up paying a higher purchase price due to said improvements after they have been completed at the City's expense.

Lease? NO

Grant related? NO

Public Works? NO

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

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

**Study Session\Other**

7/11 Urban Experience

**Division Director****Council Sponsor**

CP Beggs; CM Wilkerson

**Finance****Distribution List****Legal****For the Mayor****Additional Approvals****Purchasing**

## RESOLUTION NO. 2022-0066

A Resolution requesting that the City Administration enter negotiations with the owner of 4320 E. Trent Avenue for the City of Spokane to purchase the building.

**WHEREAS**, at City Council's request, the Administration negotiated a purchase option in its lease agreement for the Trent Avenue Shelter; and;

**WHEREAS**, the City is poised to spend hundreds of thousands of dollars in improvements at the shelter site that will greatly benefit the owner of the property; and

**WHEREAS**, the value of these upcoming improvements will only increase the fair market value of the property and will cost the City additional money to purchase it based on improvements paid for by the City; and

**WHEREAS**, the 2020-2025 City-County Five-Year Strategic Plan to Prevent and End Homelessness, Spokane Municipal Code Chapter 18.05, and other City policies, call for a large congregate shelter space sufficient to meet surge capacity for heat, cold and smoke events; and

**WHEREAS**, the Administration has identified three potential sources of funds that could be used to purchase the property: American Rescue Plan Act funds, Commerce Department Relocation funds, and 2021 accrued unallocated general fund budget reserves; and

**WHEREAS**, time is of the essence to secure this critical infrastructure facility at a reasonable price before the market further increases and additional improvements are installed.

**NOW, THEREFORE, BE IT RESOLVED** by the Spokane City Council that no later than July 25, 2022, the City Administration should provide written notice to the property owner of 4320 E. Trent Avenue to exercise the City's rights under the lease agreement to purchase the property and engage in negotiations on the selection of an independent appraiser and the purchase price for the property.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney



## Committee Agenda Sheet

### Urban Experience

<b>Submitting Department</b>	City Council
<b>Contact Name &amp; Phone</b>	Breean Beggs
<b>Contact Email</b>	<a href="mailto:bbeggs@spokanecity.org">bbeggs@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CP Beggs
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5
<b>Agenda Item Name</b>	Shelter Property Purchase Resolution
<b>Summary (Background)</b>	Council approved a lease for the property at 4320 E. Trent that included a possible option to purchase on June 27, 2022. This resolution requests that the City Administration move forward with negotiating purchase of the property so that the City does not end up paying for needed improvements in order to operate a shelter and end up paying a higher purchase price due to said improvements after they have been completed at the City's expense.
<b>Proposed Council Action &amp; Date:</b>	Filed for 7/18/22
<b>Fiscal Impact:</b> N/A – cost to be determined after negotiations Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  This resolution does not have a direct impact, but asks for negotiations to begin to purchase a property for sheltering in order to save taxpayer dollars in the long run.	
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 on this location will be collected by the service providers operating the shelter, to be determined by those operating contracts.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?  Same as above. The purchase of this property is not meant to be a singular solution to solving homelessness in our community, but is one piece of the puzzle toward providing sufficient sheltering beds for those in our community who need them.	

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 resolution aligns with the 2020-2025 City-County Five-Year Strategic Plan to Prevent and End Homelessness, Spokane Municipal Code Chapter 18.05, and other City policies.

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

06/20/2022

**Date Rec'd**

6/7/2022

**Clerk's File #**

ORD C36223

**Renews #****Cross Ref #****Submitting Dept**DSC, CODE ENFORCEMENT &  
PARKING SERVICES**Contact Name/Phone**

JESTEN RAY 625-6819

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

JRAY@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**PARKING SERVICES - ORDINANCE RELATED TO PARKING MUNICIPAL CODES,  
PERMITS AN**Agenda Wording**

Parking Services proposes an ordinance to amend 4 sections of municipal code, repeal 3 and adds 2 sections. Parking Services is also updating related fees in the Fee Schedule. Effective Date would be August 1, 2022.

**Summary (Background)**

The City is moving to a new parking permit system which uses license plates and/or digital permits. The Spokane Municipal Code relating to Permits was revised in 2021; however, it needs modified to align with parking space reservation use and needs. This ordinance decreases duplicate permits by combining several and clarifies two permit related definitions.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Revenue \$ Varies

Select \$

Select \$

Select \$

**Budget Account**

# 1460

#

#

#

**Approvals****Dept Head**

DUVALL, MEGAN

**Division Director**

MACDONALD, STEVEN

**Finance**

ORLOB, KIMBERLY

**Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Council Notifications****Study Session\Other**Public Safety and  
Community Health 6.6.22**Council Sponsor**

CM Stratton and Kinnear

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**Additional Approvals****Purchasing**

## ORDINANCE NO. C36223

AN ORDINANCE relating to parking municipal codes amending SMC sections 16A.04.100, 16A.05.060, 16A.05.460, 16A.06.010; repealing SMC sections 16A.06.030, 16A.06.040, 16A.06.050; and adding new section 16A.06.080, 16A.06.090 to chapter 16A.06 of the Spokane Municipal Code and setting an effective date.

WHEREAS, the City updated code related to parking permits in 2021, and;

WHEREAS, the City realized the code related to permit use needed to be modified, and;

WHEREAS, the Parking Advisory Committee reviewed and considered the proposed code changes in 2022;-- Now, Therefore,

The City of Spokane does ordain:

**Section 1.** That SMC section 16A.04.100 is amended to read as follows

### **Section 16A.04.100        Definitions**

#### **A. Alley.**

A public highway not designed for general travel and used primarily as a means of access to the rear of residences and business establishments. (RCW 46.04.020)

#### **B. Block Face.**

One side of a street, inclusive of the public right-of-way between two consecutive features intersecting that street. The features can be other streets or boundaries of standard geographic areas.

#### **C. City Street or Street.**

Every public highway, or part thereof located within the limits of cities and towns, except alleys. (RCW 46.04.120)

#### **D. Commercial Vehicle.**

Any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire. (RCW 46.04.140)

#### **E. Congested District.**

The area established within the Paid Parking Zone bounded and identified on the [Paid Parking Zone Map](#).

F. Definitions Generally.

Words and phrases, wherever used in this subtitle shall have the meaning ascribed to them in this Chapter except where otherwise defined, and unless where used the context thereof shall clearly indicate to the contrary. (RCW 46.04.010)

G. Entertainment Parking District (EPD).

The area established within the Paid Parking Zone for the purpose of meeting the specific operational and parking needs of the entertainment venues contained within the EPD as bounded and identified on the [Paid Parking Zone Map](#).

H. Fire Lane.

An area on public or private property reserved for providing Fire Department access to structures, firefighting fixtures, or equipment.

I. Highway.

The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel. (RCW 46.04.197)

J. Non-passenger Vehicle (NPV).

Any vehicle which does not meet the definition of a passenger vehicle ([SMC 16A.04.100\(R\)](#)) which includes but is not limited to: any vehicle requiring a commercial safety fee, limousine, any vehicle with over a one ton (thirty-five hundred) rating, vehicle requiring a commercial driver's license (CDL) to operate, farm vehicle, motor home, trailer of any type, camper, watercraft, or snowmobile.

K. Paid Parking Zone.

Portions of streets which the parking of vehicles shall be controlled, regulated and inspected with the aid of devices, herein referred to as parking payment devices. The Paid Parking Zone is bounded and identified on the [Paid Parking Zone Map](#).

L. Park or Parking.

The standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers. (RCW 46.04.381)

M. Parking Holidays.

Except for metered spaces at Spokane International Airport and Felts Field as authorized by [SMC 12.03.0600](#) and [SMC 12.03.0602](#), or where otherwise indicated by signposting in the area or for individual spaces, parking spaces regulated by a parking payment device may be used without charge during all hours on: Sundays, New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day – Third Monday in February, Memorial Day, Independence Day – July 4th, Labor Day, Indigenous Peoples' Day – Second Monday in October, Veteran's Day – November 11th, Thanksgiving Day, and Christmas Day. Where a foregoing holiday falls on a Sunday, the immediately following Monday is observed. On days designated in the foregoing, vehicles shall adhere to posted time limit regulations.

N. Parking Manager.

The Director of Development Services Center, Code Enforcement and Parking Services or their designee.

O. Parking Payment Device.

Any device used to accept payment for parking, such as parking meters, pay station kiosks, mobile devices, or other methods approved by the Parking Manager.

P. Parking Permit.

A privilege that allows its holder to access certain parking spaces and locations, which form includes, but is not limited to, a printed pass, decal, or electronic privilege associated with a specific vehicle license plate.

Q. Parking Space.

The area on or adjacent to the roadway in which to stop, stand, or park a vehicle that is controlled by a parking payment device designated by lines, curb paint, posted sign, meter decal, or other markings.

R. Passenger Vehicle.

Every motor vehicle, except motorcycles and motor-driven cycles, designed for carrying ten (10) passengers or less and used for the transportation of persons.

S. Public Right-of-Way

A right-of-way that is dedicated or deeded to the public for public use and under the control of a public agency.

T. Residential Parking Permit Definitions

For the purposes of [SMC 16A.06.070](#) only, the terms in this section have the following meanings:

1. "Downtown residential parking district" or "DRPD" means a portion of the street commonly used for vehicular parking where vehicles properly displaying a parking permit or other city-approved authorization are exempt from the payment required pursuant to [SMC 16A.05.280](#).
2. "Downtown residential parking district permit" or "DRPD permit" means a printed pass, decal, electronic privilege associated with a specific vehicle license plate, or other identification issued to an eligible person to be displayed in or on the vehicle, as directed by the City, that enables it to park in a downtown residential parking district.
3. "Resident" means any person residing in a household unit that is located within downtown residential parking district.
4. "Household Unit" means any self-contained house, apartment, condominium, town house, detached or attached accessory dwelling unit, or group home that contains living, sleeping and cooking quarters and is used by of any number of related persons or up to six unrelated individuals. Each unit of a multiple-unit residential dwelling is considered a separate household unit.

U. Retail Zone of the Congested District.

The area established within the Paid Parking Zone bounded and identified on the [Paid Parking Zone Map](#).

V. Roadway.

Portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the sidewalk or shoulder even though such sidewalk or shoulder is used by persons riding bicycles. In the event a highway includes two or more separated roadways, the term "roadway" shall refer to any such roadway separately but shall not refer to all such roadways collectively. (RCW 46.04.500)

W. Safety Zone.

The area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is marked or indicated by painted marks, signs, buttons, standards, or otherwise, so as to be plainly discernible. (RCW 46.04.510)

X. Stand or Standing.

The halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers. (RCW 46.04.555)

Y. Stop or Stopping.

Any halting even momentarily of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control sign or signal. (RCW 46.04.566)

Z. Taxicab, Cab, or Taxi

A for-hire vehicle held out to the public as providing transportation for passengers and/or articles for compensation and:

1. where the route traveled or destination is controlled by the customer;
2. that carries signs or indicia of a "taxi," "taxicab," or "cab" and is equipped as described in [SMC 10.34A.090](#);
3. where the fare is based on an amount recorded and indicated on a taximeter or by a special contract rate; and
4. where the vehicle is dispatched by radio or cell phone, or the ride is obtained by the use of a street hail.

AA. Temporary No Parking Zone

A. A parking space where an approved temporary no parking zone has been established and designated by temporary sign(s), barricade(s), or other device approved by the Parking Manager.

B. A temporary no parking zone will only become valid and enforceable if the zone has been established with signage for at least 24 hours giving notice that a vehicle will be removed if illegally parked in the zone and where such vehicle is interfering with the proper and intended use of such zones.

~~((AA-))~~ BB. Vehicle.

A device capable of being moved upon a street or alley and in, upon, or by which any person or property is or may be transported or drawn upon a public highway. "Vehicle" excludes, except where specifically referenced:

1. A power wheelchair or device other than a bicycle moved by human or animal power or used exclusively upon stationary rails or tracks;



2. A bicycle and a motorized foot scooter;
3. An electric personal assistive mobility device and a motorized foot scooter;  
and,
4. A golf cart.

**Section 2.** That SMC section 16A.05.060 is amended to read as follows

**Section 16A.05.060            Commercial Loading Zones**

- A. No person shall stop, stand, or park a vehicle except an authorized ~~((and identified))~~ commercial vehicle as defined in 16A.04.100(D) or other noncommercial vehicles as authorized by the Parking Manager during the hours indicated on the signs marking the zones.
- B. No person shall stop, stand, or park an authorized commercial vehicle as defined in 16A.04.100(D) or other noncommercial vehicles ~~((and identified commercial vehicle))~~ as authorized by the Parking Manager in a signed commercial loading zone for any purpose or length of time other than ~~((for the))~~ active and expeditious loading and unloading ~~((of commodities))~~. In no case shall the stopping, standing, or parking exceed thirty minutes.

**Section 3.** That SMC section 16A.05.460 is amended to read as follows

**Section 16A.05.460            Temporary No Parking Zone**

~~((A. No person shall stop, stand, or park a vehicle in a parking space where an approved temporary no parking zone has been established as defined in 16A.04.100(AA), and designated by meter hood, temporary sign(s), barricade(s), or other device approved by the Parking Manager except for vehicles displaying a temporary no parking zone permit (SMC 16A.06.050)).~~

~~((B.))A temporary no parking zone will only become valid and enforceable if the zone has been established with signage for at least 24 hours giving notice that a vehicle will be removed if illegally parked in the zone and where such vehicle is interfering with the proper and intended use of such zones.~~

**Section 4.** That SMC section 16A.06.010 is amended to read as follows

**Section 16A.06.010            Permits - Generally**

- A. Purpose.

A parking permit may be issued to allow a vehicle to legally park in violation of specific parking regulations. A parking permit may apply in a designated parking

district or zone, paid parking space, or elsewhere depending on the specifications of the permit.

B. Authority.

The Parking Manager is hereby authorized to administer a system for the issuance of parking permits and to collect fees therefor.

C. Application.

1. Application for any parking permit required by this Chapter shall be made to Parking Services on forms provided for such purpose.
2. All parking permit applications shall include, at minimum the following information:
  - a. The name, address, and other current contact information for the applicant;
  - b. The license plate number and make, model and year of the vehicle for which the parking permit is sought;
  - c. A statement signed and sworn by the applicant, under penalty of perjury, that all information submitted is complete, true and accurate to the best of their knowledge; and
  - d. A copy of the current vehicle registration.
3. The Parking Manager may deny a parking permit application based on a demonstrated history of improper use by the applicant during the previous 12 months.

D. Outstanding ~~((Citations))~~ Parking Fees and Fines.

1. Outstanding parking fees and fines ~~((citations))~~ must be resolved prior to the issuance of any parking permit type.

E. Fees.

Parking permits for authorized vehicles shall be issued, pending approval by the Parking Manager, by the City upon application therefore and the paying of the fee as established in the [City of Spokane Parking Fee Schedule \(SMC 08.02.083\(A\)\)](#).

F. Proper Display of Parking Permit.

Parking permits shall be properly displayed as directed by the City.

#### G. Maximum Number of Parking Permits Issued.

The parking manger may limit the number of any type or zone parking permit.

#### H. Prohibition.

1. The provisions of this Chapter do not supersede any other provisions of the Spokane Municipal Code with respect to general parking regulations.
2. It is unlawful to falsely represent oneself as eligible for a parking permit under this Chapter or to furnish any false information in, or in conjunction with, an application for a parking permit. It shall be unlawful to attempt or to reproduce or alter any parking permit issued by the City.
3. Parking permits may be transferred upon review and approval by the Parking Manager.
4. Parking permits may be revoked in the event Parking Services determines that the owner of the vehicle, or the vehicle itself, for which a parking permit has been issued no longer meets the eligibility requirements established by Parking Services. Upon no longer meeting the eligibility requirements, the holder of the parking permit shall surrender such parking permit to Parking Services.
5. Violation of parking permit use shall result in the permit being revoked, cancellation of the permit, forfeiture of any fees paid or deposit and may result in the forfeiture of future reservations if applicable.

**Section 5.** That SMC section 16A.06.030 entitled “Service Parking Permit” is repealed.

**Section 6.** That SMC section 16A.06.040 entitled “Entertainment Event Exemption Permit” is repealed.

**Section 7** That SMC section 16A.06.050 entitled “Temporary No Parking Zone Parking Permit” is repealed.

**Section 8** That there is adopted a new section 16A.06.080 to chapter 16A.06 of the Spokane Municipal Code to read as follows:

#### **Section 16A.06.080 Parking Space Reservation Permit**

A parking space reservation permit allows parking within a designated parking space. The parking permit may contain allowances and restrictions as deemed necessary by the Parking Manager.

**Section 9** That there is adopted a new section 16A.06.090 to chapter 16A.06 of the Spokane Municipal Code to read as follows:

**Section 16A.06.090 Temporary Parking Permit**

A temporary parking permit allows parking in any area designated by the parking permit. The parking permit may contain restrictions as deemed necessary by the Parking Manager.

**Section 10** Effective Date. This ordinance shall take effect and be in force on August 1, 2022.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

City of Spokane Parking Fee Schedule  
FY 2021~~2~~

On-Street Paid Parking Zone Rates		
Minimum Hourly Rate	Maximum Hourly Rate	Current rates by zone can be found at <a href="https://my.spokanecity.org/parking/">https://my.spokanecity.org/parking/</a>
\$0.50	\$3.00	
Removal of Parking Payment Device(s)		
Fee charged a contractor for removal and reinstallation of a parking payment device to accommodate construction work		\$60.00 per single space meter \$120.00 per dual space meter \$500.00 per pay station
Delinquent Violations		
The additional penalty for failure to respond to a notice of traffic violation or parking infraction is \$25.00.		
Towing and Impound		
Towing, storage, and related fees and charges by registered disposers are prominently posted on the disposers' premises but are not directly regulated by the City. Some rates may be fixed by contract.		
Junk Vehicle Affidavit		
Junk vehicle affidavit (AKA hulk slip)		\$0.00
Administrative Fees		
Fee per vehicle added to the Scofflaw List		\$25.00
Immobilization		\$50.00
Permits		
Commercial Loading Zone Permit – Annual		\$100.00/ <u>vehicle</u>
Commercial Loading Zone Permit – Single Day		\$15.00/ <u>vehicle</u>
Downtown Residential Parking District Permit - <u>Monthly</u>		<del>\$25.00</del> <u>\$50.00 per month/vehicle</u>
<del>Service Permit</del>		<del>Month – \$50.00</del> <del>Quarter – \$150.00</del> <del>Annual – \$600.00</del>
Entertainment Event Exemption Permit		\$15.00 + Paid Parking Zone rate per hour, per space for each event
Temporary No Parking Zone		\$15 per day + cost of lost paid parking revenue per space per day
Temporary No Parking Zone Permit		\$8.00 per vehicle per day
<u>Parking Space Reservation Permit</u>		<u>\$25.00 per permit + cost of lost paid parking revenue per space per day</u>
<u>Temporary Parking Permit</u>		<u>\$15 per day + cost of lost paid parking revenue</u>
Special Loading Zone – Commercial		Day - \$15.00 <del>Month – \$125.00</del> <del>Quarter – \$350.00</del>
<del>Special Loading Zone – News Media</del>		<del>Annual – \$1,000.00 for 1<sup>st</sup> permit; \$500.00 for each additional permit</del>
<del>Special Loading Zone – Charitable Nonprofit</del>		<del>Month – \$60.00, maximum 2 permits</del>
Motor Vehicle Violations		
Violation	Spokane Municipal Code Reference	Initial Fine
Advertising or For Sale	16A.05.010	\$45.00

<b>Motor Vehicle Violations</b>		
<b>Violation</b>	<b>Spokane Municipal Code Reference</b>	<b>Initial Fine</b>
Alley – Loading – Active Loading / 30 Min Max	16A.05.020(A)	\$45.00
Alley – Loading – Restricting Free Passage	16A.05.020(B)	\$65.00
Angle Parking / Backed to Curb	16A.05.030	\$45.00
Bicycle Lane – No Stopping/Standing/Parking	16A.05.040	\$65.00
Bus Zone – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.050	\$45.00
Commercial Loading Zone – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.060(A)	\$45.00
Commercial Loading Zone – No Stopping/Standing/Parking Active Loading 30 Min Max	16A.05.060(B)	\$45.00
Crosswalk – Approach - No Standing/Parking Within 20'	16A.05.070	\$45.00
Crosswalk – On - No Stopping/Standing/Parking	16A.05.080	\$65.00
Disabled Parking – Over 4Hr Time Limit At Expired Meter	16A.05.090(A)(2)	\$30.00
Disabled Parking – Unauthorized Use Placard/Plate	16A.05.110(A)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Disabled Parking – Park In/Block/Make Inaccessible Access Aisle or Space	16A.05.110(B)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Disabled Parking – No Placard/Plate	16A.05.110(C)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Disabled Parking – Fail to Fully Display Placard/Plate	16A.05.110(D)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Divided Highway - No Stopping/Standing/Parking Between Roadways	16A.05.130	\$45.00
Double Parking - No Stopping/Standing/Parking	16A.05.140	\$65.00
Driveway or Alley Entrance - No Standing/Parking Within 5'	16A.05.150	\$45.00
Excavation or Obstruction - No Stopping/Standing/Parking	16A.05.160	\$45.00
Fire Hydrant - No Standing/Parking Within 15'	16A.05.170	\$65.00
Fire Lane - No Stopping/Standing/Parking	16A.05.180	\$65.00
Fire Station - No Standing/Parking Within 20' of Entrance/Opposite Side of Street Within 75' of Entrance	16A.05.190	\$45.00
Flashing Signal – Approach - No Standing/Parking Within 30'	16A.05.200	\$45.00
Intersection - No Stopping/Standing/Parking	16A.05.210	\$65.00
Junk Vehicle - No Parking	16A.05.220	\$45.00
Motorcycle or Scooter - No Stopping/Standing/Parking Except Motorcycle or Scooter	16A.05.230(A)	\$45.00
Motorcycle or Scooter – Must Park Within Stalls and Be Secured from Tipping	16A.05.230(B)	\$45.00
Obstructing Traffic - No Stopping/Standing/Parking	16A.05.240	\$65.00
Paid Parking Zone – Illegal Use of Parking Payment Device	16A.05.250	\$30.00

<b>Motor Vehicle Violations</b>		
<b>Violation</b>	<b>Spokane Municipal Code Reference</b>	<b>Initial Fine</b>
Paid Parking Zone – Obstruction of Paid Parking Device	16A.05.260	\$30.00
Paid Parking Zone – Parking Payment Device Indicates No Stopping/Standing/Parking	16A.05.270	\$30.00
Paid Parking Zone – Valid Payment Required	16A.05.280(A)(1)	\$30.00
Paid Parking Zone – Required Information Incorrect	16A.05.280(A)(2)	\$30.00
Paid Parking Zone – Payment Not Made Immediately	16A.05.280(A)(3)	\$30.00
Parallel Parking – Wheels Parallel and Within 12” of the Curb	16A.05.290(A)	\$45.00
Parallel Parking – No stopping/Standing/Parking Against Authorized Traffic Movement	16A.05.290(B)	\$45.00
Parking Stalls - No Stopping/Standing/Parking – Across Lines/Markings	16A.05.300	\$45.00
Parking Time Limited – Outside of Paid Parking Zone - No Stopping/Standing/Parking Beyond 72 Hrs	16A.05.310(A)	\$45.00
Parking Time Limited – Non-Passenger Vehicle Outside of Paid Parking Zone - No Stopping/Standing/Parking Beyond 24 Hrs Loading	16A.05.310(B)	\$45.00
Parking Time Limited – Paid Parking Zone - No Stopping/Standing/Parking Beyond 24 Hrs	16A.05.310(C)	\$45.00
Parking Time Limited – Posted Sign/Payment Device	16A.05.310(D)	\$45.00
Parking Time Limited – No Re-Parking on Same Block Face Where Time Limit is Greater Than 30 Minutes	16A.05.310(D)(1)	\$45.00
Pedestrian Buffer Strip - No Stopping/Standing/Parking	16A.05.320	\$45.00
Permit Zones - No Stopping/Standing/Parking – No Permit	16A.05.330(A)	\$45.00
Permit Zones - No Stopping/Standing/Parking – Permit Does Not Match Vehicle	16A.05.330(B)(1)	\$45.00
Permit Zones - No Stopping/Standing/Parking – Outside Zone	16A.05.330(B)(2)	\$45.00
Permit Zones - No Stopping/Standing/Parking – Beyond Time Limit	16A.05.330(B)(3)	\$45.00
Police Vehicles Only – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.340	\$65.00
Posted Signs - No Stopping/Standing/Parking – Signs Prohibit	16A.05.350(A)	\$45.00
Posted Signs - No Standing/Parking – Signs Prohibit	16A.05.350(B)	\$45.00
Posted Signs - No Parking – Signs Prohibit	16A.05.350(C)	\$45.00
Public Safety Hazard – No Stopping/Standing/Parking	16A.05.370	\$65.00
Railroad Tracks - On - No Stopping/Standing/Parking	16A.05.380	\$65.00
Railroad Tracks – Loading - No Parking Within 50’	16A.05.390	\$45.00
Reserve a Portion of the Highway – Unlawful	16A.05.400	\$45.00
Safety Zone - No Stopping/Standing/Parking	16A.05.410	\$65.00
Sidewalk – On or Over - No Stopping/Standing/Parking	16A.05.420	\$65.00
Spokane International Airport – No Standing/Parking	16A.05.430	\$45.00
Stop Sign – Approach - No Standing/Parking Within 30’	16A.05.440	\$45.00

<b>Motor Vehicle Violations</b>		
<b>Violation</b>	<b>Spokane Municipal Code Reference</b>	<b>Initial Fine</b>
Taxicab Zones – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.450	\$45.00
Temporary No Parking Zone - No Stopping/Standing/Parking	16A.05.460(A)	\$100.00
Traffic Control Signal – Approach - No Standing/Parking Within 30'	16A.05.470	\$45.00
Vehicle Repairs - No Standing/Parking	16A.05.480	\$45.00
Yield Sign – Approach - No Standing/Parking Within 30'	16A.05.490	\$45.00
Snow Removal – No Stopping/Standing/Parking After Notice	16A.61.564(A)	\$45.00
Street Needs – No Stopping/Standing/Parking After Notice	16A.61.564(B)	\$45.00
Moving Vehicle of Another – Unlawful	16A.61.570	\$45.00
Special Loading Zone – Exceeding Time Limit	16A.61.5703(B)	\$45.00
Special Loading Zone – EPD Exceeding Time Limit	16A.61.5703(C)	\$45.00
Special Loading Zone – Unauthorized Vehicle Parked in SLZ	16A.61.5703(E)	\$45.00
Ski Jogging – Unlawful	16A.61.663	\$45.00
Sidewalk Riding and Parking Regulated – Unauthorized Bicycle or Non-Motorized Vehicle Upon Sidewalk	16A.61.787(A)	\$45.00
Sidewalk Riding and Parking Regulated – Failure to Yield to Pedestrians	16A.61.787(B)	\$45.00
Sidewalk Riding and Parking Regulated – Speeding	16A.61.787(C)	\$45.00
Sidewalk Riding and Parking Regulated – Obstruction	16A.61.787(D)	\$45.00



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

07/11/2022

**Date Rec'd**

7/6/2022

**Clerk's File #**

ORD C36232

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

PLANNING &amp; ECONOMIC

**Cross Ref #****Contact Name/Phone**

SPENCER 625-6097

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

SGARDNER@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

2022 BUILDING OPPORTUNITIES AND CHOICES FOR ALL PILOT

**Agenda Wording**

An interim zoning ordinance to implement strategies encouraged by RCW 36.70A.600(1) to address the current housing shortage and increase residential building capacity increasing flexibility for attached homes, duplexes, triplexes, and fourplexes.

**Summary (Background)**

Building Opportunities and Choices for All is a result of Mayor Woodward's July 26, 2021, Housing Emergency Proclamation, the Spokane Housing Action Plan, and the City Council's HAP Implementation Plan. The one-year interim zoning ordinance proposes to allow duplexes up to fourplexes citywide, modify development standards for detached single-family, attached housing, duplexes, triplexes, and fourplexes, and encourage the construction of mixed-use or multifamily within Center and Corridor zones.

Lease? NO

Grant related? NO

Public Works? NO

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

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

GARDNER, SPENCER

**Study Session\Other**

This proposal came

**Division Director**

MACDONALD, STEVEN

**Council Sponsor**

CM Cathcart &amp; CM Betsy

**Finance**

MURRAY, MICHELLE

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**Additional Approvals**

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**Purchasing**

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tblack@spokanecity.org



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

**Agenda Wording**

**Summary (Background)**

The interim zoning implements strategies identified by RCW 36.70A.600(1).

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

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# Committee Agenda Sheet

## Public Infrastructure, Environment, and Sustainability

<b>Submitting Department</b>	Planning Services, Community and Economic Development
<b>Contact Name &amp; Phone</b>	Amanda Beck, 625-6414
<b>Contact Email</b>	<a href="mailto:abeck@spokanecity.org">abeck@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Council Member Wilkerson, Council Member Cathcart
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
<b>Agenda Item Name</b>	2022 Building Opportunity & Choices for All Interim Zoning Ordinance
<b>Summary (Background)</b>	<p>RCW 36.70A.390 outlines the availability of an interim zoning ordinance to enact quick action in response to an immediate and urgent need. In response to the rapid increase in rents and home prices, the City is proposing an interim zoning ordinance to take swift action to permit and encourage the construction of more housing types in more zoning districts. RCW 36.70A.390 indicates that an interim zoning ordinance can be in force for up to a year if a work program is adopted to study and implement permanent changes. To capture both the 2022 and 2023 construction seasons, a one-year term is proposed for this interim zoning ordinance to allow housing capacity to increase immediately across all residential neighborhoods.</p> <p>The proposed interim code changes would:</p> <ul style="list-style-type: none"> <li>• Remove maximum attached unit limits in all zoning districts for attached homes (townhouses);</li> <li>• Reduce the Residential Single-Family (RSF) lot width for attached homes to 36 feet or 16 feet for alley-loaded lots, which matches the dimensional standards in the Residential Two-Family (RTF) zone;</li> <li>• Reduce the minimum lot size for attached homes to 1,280 sq. ft. in all zones except in Residential Agriculture;</li> <li>• Allow duplexes in all zoning districts, and triplexes and fourplexes in all areas within ¼ mile of frequent transit and ½ mile of all Center and Corridor zones;</li> <li>• Amend the number of allowed units in density calculations to be rounded up (e.g. 5.2 units is rounded up to 6 units);</li> <li>• Apply design standards to buildings developed under the interim zoning ordinance, such as a 15% front façade requirement for windows and building articulation through modulation and use of multiple architectural materials. The standards are similar to the City's existing design standards, with some clarifications or adjustments specific to this scale of development.</li> </ul> <p>The proposed interim code changes would not alter development standards for detached single-family houses.</p> <p>The proposal implements the following strategies from the adopted Housing Action Plan (HAP):</p> <ul style="list-style-type: none"> <li>• A1 - Explore and expand allowed housing types to encourage missing middle housing throughout Spokane's</li> </ul>

	<p>neighborhoods;</p> <ul style="list-style-type: none"> <li>• A3 - Continue to streamline and simplify changes to the City's permit process, as necessary;</li> <li>• A4 - Leverage infrastructure and investment, including near high-performance transit stops, in Centers and Corridors, the downtown core, and other targeted areas to increase housing supply; and</li> <li>• C1 - Reduce barriers and expand access to housing and homeownership for lower income households, first-time homebuyers, people of color, and people with disabilities.</li> </ul> <p>The proposal also aligns with several action items from City Council's HAP Implementation Plan, and Mayor Woodward's July 26, 2021 Housing Emergency Proclamation:</p> <ul style="list-style-type: none"> <li>• Council Strategy II.1 - In accordance with RCW 36.70A.390, enact an emergency interim official control ordinance expressly allowing for up to four units attached in any residential zone along with necessary modifications to land use dimensional standards to accommodate these enhanced housing options;</li> <li>• Council Strategy III.3 - Update definition of RSF zoning to expressly include duplexes with RSF design to express the architectural and urban design qualities of low-density neighborhoods guided by Comp Plan LU 1.3.</li> <li>• Council Strategy III.4 - Implement a three-year pilot project to allow triplex and fourplex units in RSF zoning built to express the architectural and urban design qualities of low-density neighborhoods per Comp Plan LU 1.3.</li> <li>• Council Strategy III.5 - Permit multiple attached residential units (including stackable townhouses and condominiums), up to six per parcel, within compact and two-family residential zoning, but retain 35-foot wall height limits with some allowance for higher roofs, and historical overlay design standards if applicable, within 1/2-mile of Centers and Corridors.</li> <li>• Council Strategy III.9 - Seek prompt re-evaluation by the Plan Commission of SMC 17C.110.200 and Table 17C.110-3 to consider reductions of minimum lot size and width, maximum building coverage and floor area coverage to support the goal of denser residential development within residential zones and a reasonable version of other goals of these provisions.</li> <li>• Council Strategy III.11 - Review LU 1.3 and LU 1.4 for consistency with E2SHB 1220 (WA Leg 2021) requiring that planning counties under the WA Growth Management Act (GMA) update comprehensive plans to increase housing options that accommodate all levels of affordability, address historical exclusionary zoning practices, and establish anti-displacement strategies;</li> <li>• Mayoral Strategy II.b - Consider amending SMC 17C "Land Use Standards" to increase the number of attached residential units to greater than two outside of a Planned Unit Development (PUD) with appropriate and complementary dimensional standards, parking standards,</li> </ul>
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	<p>setbacks, site coverage, and frontage requirements in place.</p> <ul style="list-style-type: none"> <li>• Mayoral Strategy II.i - Explore the use of Interim Zoning Ordinances to achieve immediate goals and objectives, such as allowing duplexes to be constructed on corner lots in the RSF and RSF-C zones and increased densities as transit stops, street frontage requirements.</li> </ul> <p>During the one year period, the Planning Department will evaluate permanent changes to the development code in concert with changes to the Comprehensive Plan. This effort aligns with Council’s direction to consider changes to Comprehensive Plan Policies LU 1.3 and LU 1.4 so the policies achieve increasing housing options that accommodate all levels of affordability, while addressing historically exclusionary zoning practices.</p> <p>RCW 36.70A.390 directs that a public hearing shall be held within 60 days of adoption of the interim zoning ordinance. While this process is faster than typical code amendment adoption, it is important to note that community engagement and outreach will be built into the one-year work program to evaluate and refine permanent code language. This is also a continuation of the conversation around housing that has been happening through the Shaping Spokane Housing code changes. General feedback from the public during outreach indicates support of duplexes and increased housing variety in residential zoning districts.</p>
<b>Proposed Council Action &amp; Date:</b>	Approve proposed interim zoning ordinance; Hold a public hearing within 60 days
<b>Fiscal Impact:</b> Total Cost: Not applicable 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 <input checked="" type="checkbox"/> N/A Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Other budget impacts: The Planning Department is committed to engaging the community in code development over the coming year, as well as monitoring the “pilot program” introduced if this interim zoning ordinance is adopted. It is likely that a consultant will be retained, first using department consulting funds, if needed.	
<b>Operations Impacts</b>	
<p><i>What impacts would the proposal have on historically excluded communities?</i></p> <p>This project is working to increase housing options, including the diversity of housing types and levels of affordability. Historical practices such as ‘redlining’ and restrictive covenants on property have had long-lasting impacts on neighborhoods and homeownership, such as wealth inequality and lower health outcomes. Zoning that limits housing types or sets additional development regulations in middle- and upper-income neighborhoods, referred to in some policy discussions as “exclusionary zoning,” plays a role in driving up prices and limiting the supply of housing opportunities for historically excluded communities, particularly lower and moderate-income households, and households of color. Expanding the types of housing allowed in zones through development code changes can help decrease the overall costs of development while encouraging and possibly</p>	

incentivizing a more diverse range of housing. This can help increase affordability and access to housing for more residents in neighborhoods across the city.

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

The interim zoning ordinance builds on data collected and reported in the Housing Action Plan (HAP), including the housing needs assessment, community surveys, and policy review. The HAP incorporated data on equity indicators to understand community and regional housing needs, trends, and gaps, including data based on racial, ethnic, gender identity, national origin, income level, disability, and other disparities around housing cost-burden. The one-year period of the interim zoning ordinance will provide an opportunity for City staff to evaluate the impacts of increasing housing options in real time as permanent code changes are being considered. The Planning Services Department will use this information to review permanent code changes for anti-displacement and equitable outcomes for housing.

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

Effectiveness of the program will be directly tied to the number of units vested, and constructed, during the one-year interim zoning ordinance. As the City pilots the code changes, community engagement will help inform and guide the permanent code changes. The City will continue to monitor outcomes related to permitting and development to understand the effectiveness of changes in achieving strategic housing objectives. As the goal is to increase housing variety, affordability, and geographic location of diverse housing types, an increase in permit applications would be a positive indicator that code changes were encouraging construction of more housing. Permitting may also provide an indicator if there are barriers other than zoning regulations that may be hindering housing construction.

*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 proposal is aligned with many City policies to support housing variety and affordability so that all community residents have access to housing that is safe, clean, and healthy. Current policies include: the Comprehensive Plan (Land Use and Housing chapters), Housing Action Plan, Mayor Proclamation for a Housing Emergency, and City Council/Plan Commission 2021-2022 Joint Work Plan.

## Section 17C.400.010 Pilot Low-Intensity Residential Development Standards

### A. Purpose.

Low-intensity residential buildings, including single-family residential buildings, duplexes, multi-family residential structures of three or four units, and attached houses, are all compatible building types within a neighborhood. The standards of this section allow for greater variety of housing and increased capacity for new housing.

### B. Definitions

1. Low-intensity residential buildings include the following building types:
  - a. Detached single-family residential buildings;
  - b. Duplexes;
  - c. Multi-family residential structures of three or four units; and
  - d. Attached houses.
2. Major transit stop means:
  - a. A stop on a high-capacity transportation system funded or expanded under the provisions of chapter 81.104 RCW;
  - b. A stop on bus rapid transit routes or routes that run on high occupancy vehicle lanes; or
  - c. A stop for a bus or other transit mode providing actual fixed route service at intervals of at least fifteen minutes for at least five hours during the peak hours of operation on weekdays.

### C. Applicability.

1. In the event of a conflict, the provisions of this chapter supersede the standards and requirements of other sections of Title 17 SMC for residential zones RSF, RTF, RMF, and RHD. Where this chapter does not provide a standard, the standards of applicable sections in Title 17 SMC shall govern, including but not limited to:
  - a. Engineering standards as described in [Title 17H SMC](#).
  - b. Environmental standards as described in [Title 17E SMC](#).
  - c. Off-street parking requirements as described in [chapter 17C.230 SMC](#).
  - d. Standards and regulations for an accessory dwelling unit per lot as described in [chapter 17C.300 SMC](#).
  - e. All other lot development standards given in Table 17C.110-3 unless provided in Table 17C.400-1 of this section.
2. The approval of detached single-family residential buildings shall be administered through other sections of Title 17 SMC. Nothing in this

section shall be construed to apply to detached single-family residential buildings.

3. Notwithstanding other provisions of Title 17 SMC, a detached single-family residential building, a duplex, or an attached house shall be permitted on all lots in the RSF, RTF, RMF, and RHD zones.
4. Notwithstanding other provisions of Title 17 SMC, all forms of low-intensity residential buildings shall be permitted on all lots in the RSF, RTF, RMF, and RHD zones, subject to the following criteria:
  - a. The parcel is wholly or partially within one-quarter mile of a major transit stop; or
  - b. The parcel is wholly or partially within one-half mile of a property zoned CC1, CC2, CC3, CC4, CA-1, CA-2, CA-3, and CA-4.

D. Lot Dimensions.

TABLE 17C.400-1 DEVELOPMENT STANDARDS					
MINIMUM LOT DIMENSIONS LOTS TO BE DEVELOPED WITH:					
	RA	RSF & RSF-C	RTF	RMF	RHD
Attached Houses as defined in 17A.020.010 SMC					
Minimum lot area	N/A	1,280 sq. ft.	1,280 sq. ft.	None	None
Minimum lot width with alley parking and no street curb cut	N/A	16 ft.	16 ft.	None	None
Minimum lot width	N/A	36 ft.	36 ft.	None	None
Minimum lot depth	N/A	80 ft.	50 ft.	None	None
Minimum front lot line	N/A	Same as lot width	Same as lot width	None	None
Detached single-family residential buildings, duplexes, multi-family residential structures of three or four units					
Minimum lot area	N/A	4,350 sq. ft.	1,800 sq. ft.	1,800 sq. ft.	None
Minimum lot width	N/A	40 ft.	36 ft.	25 ft.	25 ft.
Minimum lot depth	N/A	80 ft.	40 ft.	25 ft.	25 ft.
Minimum front lot line	N/A	40 ft.	30 ft.	25 ft.	25 ft.



E. Additional Standards.

1. Porches, exterior balconies, or other similar areas not enclosed by walls may project up to six feet into the front setback.
2. Setback Averaging.  
Setback averaging outlined in [SMC 17C.110.220\(D\)](#) shall not be greater than fifteen feet for developments approved under this section.
3. Subdivision of land approved under this section shall meet the lot dimensions listed in Table 17C.400-1.
4. Attached Housing.
  - a. There is no limit to the number of consecutive attached houses.
  - b. On interior lots, the side lot line setback for the side containing the common wall is reduced to zero
  - c. On corner lots, the street side lot line setback must comply with the setback noted in [Table 17C.110-3](#).

F. Design Standards.

Developments approved under this section must meet the design standards in 17C.400.030 SMC.

## Section 17C.400.020 Pilot Density

### A. Applicability.

Development approved under the provisions of this chapter supersede the applicable standards in SMC 17C.110.205.

### B. Calculating Density.

The calculation of density for a subdivision or residential development is net area and is based on the total area of the subject property.

#### 1. Maximum Density

The maximum densities for residential zones are stated in [Table 17C.110-3](#). Maximum density is based on the zone and size of the site. The maximum units allowed on a site is controlled by site development standards.

- a. The following formula is used to determine the maximum number of units allowed on the site:

Square footage of site, less the area set aside for right-of-way and tracts of land dedicated for stormwater facilities;

Divided by maximum density from Table 17C.110-3;

Equals maximum number of units allowed.

- b. When the calculation of maximum density results in a fraction, the density allowed is rounded up to the next whole number. For example, a calculation in which lot area, divided by minimum unit area equals 4.35 units, the number is rounded up to 5.0 units.

- c. All new housing built, or converted from other uses, must be on sites large enough to comply with the density standards.

#### 2. Minimum Density.

The minimum density requirements for residential zones are stated in Table 17C.110-3. Minimum density is based on the zone and size of the site, and whether there are critical areas (see definitions under [chapter 17A.020 SMC](#)). Land within a critical area may be subtracted from the calculation of density.

- a. The following formula is used to determine the minimum number of lots required on the site:

Square footage of site, less the area set aside for right-of-way and tracts of land dedicated for stormwater facilities;

Divided by minimum density from Table 17C.110-3;

Equals minimum number of units required.

- b. A site that is nonconforming in minimum density may not move further out of conformance with the minimum density standard.
- c. All subdivisions are required to comply with the minimum density requirements of the base zone, unless modified by a PUD under [SMC 17G.070.030\(B\)\(2\)](#).

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## **Section 17C.400.030 Pilot Low-Intensity Residential Design Standards**

Development approved under this chapter must address the following design standards, administered pursuant to [SMC 17C.110.015](#), Design Standards Administration:

**A. Landscaping.**

**1. Purpose.**

The standards for landscaped areas are intended to enhance the overall appearance of residential developments. Landscaping improves the residential character of the area, breaks up large expanses of paved areas and structures, provides privacy for residents, and provides separation from streets. Landscaped areas also reduce stormwater run-off by providing a pervious surface.

**2. Landscaping Implementation.**

- a. Fifty percent of the area between the front lot line and the front building line must be planted with living ground cover. A patio or porch may be included in the calculation of ground cover area. (R)
- b. Landscaping is encouraged to follow the Spokanescape guidelines for design, soil and compost, drip irrigation, planting & mulch, raised beds, maintenance, and plant list. (P)
- c. Use of landscape structures such as trellises, raised beds and fencing to unify the overall site design is encouraged. (P)

**B. Front Yards.**

**1. Purpose.**

To provide separation between buildings and the public pedestrian realm where the front yard functions as usable outdoor space and provides a clear, welcoming and safe entry for pedestrians from the sidewalk into the building.

**2. Front Yards Implementation.**

- a. Attached houses, duplexes, and low-intensity residential buildings of three or four units shall incorporate a residential front yard between the primary structure and the back of sidewalk. (R)

**C. Outdoor Areas.**

**1. Purpose.**

To create usable areas through the use of engaging outdoor spaces for the enjoyment and health of the residents.

**2. Outdoor Areas Implementation.**

- a. Each development shall provide a minimum of forty-eight square feet of outdoor area for each living unit within the building. (R)
- b. The outdoor area may be configured as either:
  - i. A private outdoor area, such as a balcony or patio directly accessible from the unit; or
  - ii. A common outdoor area accessible by all units in the building. (R)
- c. Common outdoor areas shall be easily accessible and visible to residents. (R)
- d. Common outdoor areas should provide at least three of the following amenities to accommodate a variety of ages and activities. Amenities may include, but are not limited to: (P)
  - i. Site furnishings (benches, tables, bike racks, etc.);
  - ii. Picnic areas;
  - iii. Patios, plazas or courtyards;
  - iv. Shaded tot lots;
  - v. Rooftop gardens; planter boxes, or garden plots; or
  - vi. Open lawn.
- e. Outdoor spaces should not be located adjacent to dumpster enclosures, loading/service areas or other incompatible uses. (C)

D. Entrances.

1. Purpose.

To ensure that entrances are easily identifiable, clearly visible, and accessible from streets and sidewalks to encourage pedestrian activity and enliven the street.

2. Entrances Implementation.

- a. Each unit fronting a street must have its address and main entrance oriented toward a street frontage. Where an existing house is being converted to two units, one main entrance with internal access to both units is allowed. (R)
- b. Each unit must have a covered, main entry-related porch, or stoop area. (P)

E. Windows.

1. Purpose.

To maintain a lively and active street face.

2. Windows Implementation.

- a. Windows shall be provided in façades facing streets, comprising at least fifteen percent of the façade area. (R)
- b. Decorative window features are encouraged, such as: (P)
  - i. Arched or transom windows.
  - ii. Mullions.
  - iii. Awnings or bracketed overhands.
  - iv. Flower boxes.
  - v. Shutters.
  - vi. Decorative window trim, pop-outs, or recesses.

F. Building Articulation.

1. Purpose.

To ensure that buildings along any public or private street display the greatest amount of visual interest and reinforce the residential scale and character of the streetscape and neighborhood.

2. Building Articulation Implementation.

- a. Buildings must be modulated along the street at least every thirty feet. Building modulations must step the building wall back or forward at least four feet. (R)
- b. Moderate the scale of the building to create a human scale streetscape by including vertical and horizontal patterns as expressed by bays, belt lines, doors and windows. (P)
- c. Horizontal facades longer than thirty feet should be articulated into smaller units, reminiscent of the residential scale of the neighborhood. At least four of the following methods should be used: (P)
  - i. Varied building heights.
  - ii. Use of different materials.
  - iii. Windows.
  - iv. Different colors.
  - v. Offsets.
  - vi. Projecting roofs (minimum of twelve inches).
  - vii. Recesses.
  - viii. Bay windows.
  - ix. Varied roof forms or orientation.

- d. Reduce the potential impact of new attached housing, duplexes, or low-scale residential buildings of three or four units on established and historic neighborhoods by incorporating elements and forms from nearby buildings. This may include reference to architectural details, building massing, proportionality, and use of high-quality materials such as wood, brick, and stone. (P)

G. Screening.

1. Purpose.

The screening standards address specific unsightly features, which detract from the appearance of residential areas.

2. Screening Implementation.

- a. Fire escapes, or exterior stairs that provide access to an upper level are not allowed on the front façade of the building. (R)
- b. Garbage and Recycling Areas. All exterior garbage cans, garbage collection areas, and recycling collection areas must be screened from the street and any adjacent properties. (R)
- c. Screening shall comply with the clear view triangle requirements defined in [SMC 17C.110.230\(G\)](#).
- d. Screening must comply with at least one of the following criteria: (R)
  - i. L1 Visual Screen meeting [SMC 17C.200.030\(A\)](#).
  - ii. A six-foot high solid masonry wall or sight-obscuring fence five-feet inside the property line with an L2 see-through buffer meeting [SMC 17C.200.030\(B\)](#), between the fence and the property line.
- e. Storage areas are not allowed within fifteen feet of a street lot line. (R)
- f. Mechanical Equipment. Mechanical equipment located on the ground, such as heating or cooling equipment, pumps, or generators must be screened from the street and any adjoining residential uses by walls, fences or vegetation tall enough to screen the equipment. Mechanical equipment on roofs must be screened from the ground level of any adjoining R-zoned lands. (R)

H. Parking Facilities.

1. Purpose.

To integrate parking facilities with the building and surrounding residential character.

2. Parking Facilities Implementation.

- a. The length of the garage wall facing the street may be up to fifty percent of the length of the street-facing building façade. (R)
- b. Street-facing garage walls must be set back at least two feet from the primary street-facing building façade. (R)
- c. Carports and detached garages shall incorporate roofs of a design similar to the principal structure on the site. (R)
- d. Where off-street parking for attached units or duplexes is provided, only one curb cut and sidewalk crossing for each two dwellings may be permitted, to promote pedestrian-oriented environments along streets, reduce impervious surfaces, and preserve on-street parking and street tree opportunities. (R)
- e. Parking structures, garages, and carports shall not be located between the principal structure and streets. (P)

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## **ORDINANCE NO. C36232**

AN INTERIM ZONING ORDINANCE concerning permitting and encouraging construction of attached homes, duplexes, triplexes, and fourplexes in more residential zoning districts; encouraging construction of multi-family housing in center and corridor zoning districts; adopting a new Chapter 17C.400 SMC, Interim Housing Regulations Adopted to Implement RCW 36.70A.600(1); setting a public hearing; and establishing a work program.

WHEREAS, RCW 36.70A.600(1) encourages the City to take a number of actions in order to increase its residential building capacity and authorized the City to adopt a housing action plan; and

WHEREAS, as authorized by RCW 36.70A.600(2), Council Resolution RES 2021-0062 adopted the City of Spokane Housing Action Plan as a guide for future housing planning, policy development, and regulatory and programmatic implementation measures that increase housing options that are affordable and accessible for people and families of all incomes in the City; including the Implementation Plan, included as Appendix A within the Housing Action Plan, which outlines several strategies and policies to remedy the current housing crisis; and

WHEREAS, the 2020 Housing Needs Assessment completed for the Housing Action Plan indicates several facts about the housing supply and need, particularly the need to accommodate for an estimated 6,000 additional housing units by 2037; and

WHEREAS, the median home price in Spokane County has increased over 26% in a single year, reaching \$430,000 in April of this year; and

WHEREAS, a recent study by the Spokane Association of Realtors estimates a shortage of 32,000 housing units within the Spokane region needed to meet current levels of housing demand, and finds that less than 15 percent of employed residents can afford to buy a home; and

WHEREAS, average rents in Spokane increased over 9% during the last year according to data from the Washington Center for Real Estate Research; and

WHEREAS, the region's housing shortage is contributing to rapidly escalating home prices and rents which is a contributing factor in the worsening homelessness crisis in Spokane and the surrounding region; and

WHEREAS, in adopting RES 2021-0062 the City Council outlined several code amendments and permit processes that the City should enact in support of the strategies and actions recommended in the Housing Action Plan and to encourage construction of more housing within Spokane; and

WHEREAS, in adopting RES 2021-0062 the City Council specifically calls for allowing attached houses, duplexes, and fourplexes in more areas of the city; and

WHEREAS, in adopting RES 2021-0062 the City Council specifically calls for the Plan Commission to consider reductions of minimum lot size and width, maximum building coverage, and floor area coverage in order to create more opportunities for housing; and

WHEREAS, on July 26, 2021, the Mayor of the City of Spokane proclaimed a housing emergency and directed the City to pursue actions to expand housing types, reduce overall development costs to increase development of affordable housing, and streamline municipal procedures to support the development cycle; and

WHEREAS the Mayor's July 26, 2021 proclamation also directed the City to expand the number of attached homes allowed, and to explore the use of an interim zoning ordinance to achieve immediate goals and objectives for increasing densities at transit stops and creating opportunities for a greater variety of housing; and

WHEREAS, the City was awarded a \$100,000 grant from the Department of Commerce through the Housing Action Plan and Implementation (HAPI) grant program to implement strategies from its adopted Housing Action Plan; and

WHEREAS, Strategy A4 from the City of Spokane Housing Action Plan recommends changes to the center and corridor zones to accommodate more housing and achieve the maximum density allowed; and

WHEREAS, the proposed actions will implement strategies specified in RCW 36.70A.600(1); and

WHEREAS, by virtue of the public process conducted during creation of the City of Spokane Housing Action Plan, in addition to subsequent engagement efforts, interested agencies and the public have had extensive opportunities to provide comment on housing needs and potential regulatory responses to the housing crisis; and

WHEREAS, the City has complied with RCW 36.70A.370 in the adoption of this Ordinance, avoiding any unconstitutional taking of private property; and

WHEREAS, on June 22, 2022, the Washington State Department of Commerce and appropriate state agencies were given the required 30-day, expedited notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106; and

WHEREAS, a State Environmental Protection Act (SEPA) Determination of Nonsignificance and Checklist were issued by Planning Services on July 1, 2022. The comment period ended on July 15, 2022; and

WHEREAS, prior to the City Council public hearing, a legal notice of public hearing was published in the *Spokesman-Review* on July 3, 2022 and the notice of the proposed amendment was distributed to the City's agency/interested party list; 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 institutions; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Interim Zoning Ordinance Adopted. An interim zoning ordinance is adopted as specified in Section 7 of this ordinance.

Section 2. Purpose. The purpose of this interim zoning ordinance is to implement actions specified in RCW 36.70A.600(1) in order to increase residential building capacity to help mitigate Spokane's housing shortage emergency.

Section 3. Duration of Interim Zoning Ordinance. This interim zoning ordinance shall be in effect until July 18, 2023, 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. Work Plan. Pursuant to RCW 36.70A.390, a work plan for studies related to this ordinance shall include continued public participation and noticing pursuant to chapter 17G.025 SMC, modifications to the Comprehensive Plan, and evaluation of the effects of this ordinance with respect to neighborhood impacts, displacement of at-risk communities, and success in generating new housing units.

Section 5. Public Hearing. Pursuant to RCW 35.63.200 and 36.70A.390, the City Council will hold a public hearing on this interim zoning ordinance on September 12, 2022. Immediately after the public hearing, the City Council will adopt findings of fact on the subject of this interim zoning ordinance.

Section 6. 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 7. That there is adopted a new Chapter 17C.400 of the Spokane Municipal Code, titled Interim Housing Regulations Adopted to Implement RCW 36.70A.600(1), to read as follows:

**Section 17C.400.010 Pilot Low-Intensity Residential Development Standards**

**Section 17C.400.020 Pilot Density**

**Section 17C.400.030 Pilot Low-Intensity Residential Design Standards**

**Section 17C.400.040 Pilot Center and Corridors Development Standards**

**Chapter 17C.400**

**Interim Housing Regulations Adopted to Implement RCW 36.70A.600(1)**

**Section 17C.400.010 Pilot Low-Intensity Residential Development Standards**

A. Purpose.

Low-intensity residential buildings, including single-family residential buildings, duplexes, multi-family residential structures of three or four units, and attached houses, are all compatible building types within a neighborhood. The standards of this section allow for greater variety of housing and increased capacity for new housing.

B. Definitions

1. Low-intensity residential buildings include the following building types:
  - a. Detached single-family residential buildings;
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2. Major transit stop means:
  - a. A stop on a high-capacity transportation system funded or expanded under the provisions of chapter 81.104 RCW;
  - b. A stop on bus rapid transit routes or routes that run on high occupancy vehicle lanes; or
  - c. A stop for a bus or other transit mode providing actual fixed route service at intervals of at least fifteen minutes for at least five hours during the peak hours of operation on weekdays.

C. Applicability.

1. In the event of a conflict, the provisions of this chapter supersede the standards and requirements of other sections of Title 17 SMC for residential zones RSF, RTF, RMF, and RHD. Where this

chapter does not provide a standard, the standards of applicable sections in Title 17 SMC shall govern, including but not limited to:

- a. Engineering standards as described in [Title 17H SMC](#).
  - b. Environmental standards as described in [Title 17E SMC](#).
  - c. Off-street parking requirements as described in [chapter 17C.230 SMC](#).
  - d. Standards and regulations for an accessory dwelling unit per lot as described in [chapter 17C.300 SMC](#).
  - e. All other lot development standards given in Table 17C.110-3 unless provided in Table 17C.400-1 or other provisions of this section.
2. Developments approved under this chapter shall comply with all standards and regulations found herein. Developments may opt to adhere to all of the standards and requirements of the permanent sections of Title 17 SMC, in lieu of this section.
  3. Notwithstanding other provisions of Title 17 SMC, a detached single-family residential building, a duplex, or an attached house shall be permitted on all lots in the RSF, RTF, RMF, and RHD zones.
  4. Notwithstanding other provisions of Title 17 SMC multi-family residential structures of three or four units shall be permitted on all lots in the RSF, RTF, RMF, and RHD zones.
  5. Notwithstanding maximum density standards in Table 17C.110-3, lots that conform to the applicable development standards of this section shall be considered to meet the maximum density requirements.

D. Lot Dimensions.

TABLE 17C.400-1 DEVELOPMENT STANDARDS					
MINIMUM LOT DIMENSIONS LOTS TO BE DEVELOPED WITH:					
	RA	RSF & RSF-C	RTF	RMF	RHD
Attached Houses as defined in 17A.020.010 SMC					
Minimum lot area	N/A	1,280 sq. ft.	1,280 sq. ft.	None	None

Minimum lot width with alley parking and no street curb cut	N/A	16 ft.	16 ft.	None	None
Minimum lot width	N/A	36 ft.	36 ft.	None	None
Minimum lot depth	N/A	80 ft.	50 ft.	None	None
Minimum front lot line	N/A	Same as lot width	Same as lot width	None	None
Detached single-family residential buildings, duplexes, multi-family residential structures of three or four units					
Minimum lot area	N/A	4,350 sq. ft.	1,800 sq. ft.	1,800 sq. ft.	None
Minimum lot width	N/A	40 ft.	36 ft.	25 ft.	25 ft.
Minimum lot depth	N/A	80 ft.	40 ft.	25 ft.	25 ft.
Minimum front lot line	N/A	40 ft.	30 ft.	25 ft.	25 ft.
<b>PRIMARY STRUCTURE</b>					
Attached Houses as defined in SMC 17A.020.010					
	RA	RSF & RSF-C	RTF	RMF	RHD
Maximum Building Coverage	N/A	--	--	--	--
Maximum Roof Height [1]	N/A	40 ft.	40 ft.	40 ft.	40 ft.
Maximum Wall Height On Interior Lot of Development	N/A	35 ft.	35 ft.	--	--
Maximum Wall Height	N/A	30 ft.	30 ft.	--	--
Floor Area Ratio (FAR)	N/A	--	--	--	--
Detached single-family residential buildings, duplexes, multi-family residential structures of three or four units					

Maximum Building Coverage	N/A	60%	60%	--	--
Maximum Roof Height [1]	N/A	40 ft.	40 ft.	40 ft.	40 ft.
Maximum Wall Height	N/A	30 ft.	30 ft.	--	--
Floor Area Ratio (FAR)	N/A	--	--	--	--
Notes: -- No requirement [1] Base zone height may be modified according to <a href="#">SMC 17C.110.215</a> , Height.					

E. Additional Standards.

1. Porches, exterior balconies, or other similar areas not enclosed by walls may project up to six feet into the front setback.
2. Setback Averaging.  
Setback averaging outlined in [SMC 17C.110.220\(D\)](#) shall not be greater than fifteen feet for developments approved under this section.
3. The following projections above the roof height maximum are allowed:
  - a. Parapets and rooftop railings may extend four feet above the height limit.
  - b. Walls or fences located between individual rooftop decks may extend six feet above the height limit if the wall or fence is set back at least four feet from the edges of the roof.
  - c. Stairway enclosures that provide rooftop access and cumulatively cover no more than ten percent of the roof area may extend up to ten feet above the height limit, provided that the enclosures are setback at least fifteen feet from all roof edges on the street facing facades.
3. Subdivision of land:
  - a. Subdivisions approved under this section shall meet the lot dimensions listed in Table 17C.400-1.
  - b. Notwithstanding exemptions provided for within the Spokane Regional Stormwater Manual (SRSM), subdivision of land approved under this section must meet the SRSM, as adopted by reference in [SMC 17D.060.030](#).

- c. Proposed building footprints must be shown on the preliminary plat.
- 4. Attached Housing.
  - a. There is no limit to the number of consecutive attached houses.
  - b. On interior lots, the side lot line setback for the side containing the common wall is reduced to zero.
  - c. On corner lots, the street side lot line setback must comply with the setback noted in [Table 17C.110-3](#).
  - d. There is no Floor Area Ratio (FAR) maximum for attached houses.
- F. Design Standards.

Developments approved under this section must meet the design standards in 17C.400.030 SMC.

### **Section 17C.400.020 Pilot Density**

- A. Applicability.

Development approved under the provisions of this chapter supersede the applicable standards in SMC 17C.110.205.
- B. Calculating Density.

The calculation of density for a subdivision or residential development is net area and is based on the total area of the subject property.

  - 1. Maximum Density

The maximum densities for residential zones are stated in [Table 17C.110-3](#). Maximum density is based on the zone and size of the site. The maximum units allowed on a site is controlled by site development standards.

    - a. The following formula is used to determine the maximum number of units allowed on the site:  
  
Square footage of site, less the area set aside for right-of-way and tracts of land dedicated for stormwater facilities;  
Divided by maximum density from Table 17C.110-3;  
Equals maximum number of units allowed.
    - b. When the calculation of maximum density results in a fraction, the density allowed is rounded up to the next whole number. For example, a calculation in which lot area, divided by minimum unit area equals 4.35 units, the number is rounded up to 5.0 units.



- c. All new housing built, or converted from other uses, must be on sites large enough to comply with the density standards.
- 2. Minimum Density.

The minimum density requirements for residential zones are stated in [Table 17C.110-3](#). Minimum density is based on the zone and size of the site, and whether there are critical areas (see definitions under [chapter 17A.020 SMC](#)). Land within a critical area may be subtracted from the calculation of density.

  - a. The following formula is used to determine the minimum number of lots required on the site:  
Square footage of site, less the area set aside for right-of-way and tracts of land dedicated for stormwater facilities;  
Divided by minimum density from [Table 17C.110-3](#);  
Equals minimum number of units required.
  - b. A site that is nonconforming in minimum density may not move further out of conformance with the minimum density standard.
  - c. All subdivisions are required to comply with the minimum density requirements of the base zone, unless modified by a PUD under [SMC 17G.070.030\(B\)\(2\)](#).

### **Section 17C.400.030 Pilot Low-Intensity Residential Design Standards**

Development approved under this chapter must address the following design standards, administered pursuant to [SMC 17C.110.015](#), Design Standards Administration:

- A. Landscaping.
  - 1. Purpose.

The standards for landscaped areas are intended to enhance the overall appearance of residential developments. Landscaping improves the residential character of the area, breaks up large expanses of paved areas and structures, provides privacy for residents, and provides separation from streets. Landscaped areas also reduce stormwater run-off by providing a pervious surface.
  - 2. Landscaping Implementation.
    - a. Fifty percent of the area between the front lot line and the front building line must be planted with living ground cover. A patio or porch may be included in the calculation of ground cover area. (R)

- b. Landscaping is encouraged to follow the Spokanescape guidelines for design, soil and compost, drip irrigation, planting & mulch, raised beds, maintenance, and plant list. (P)
    - c. Use of landscape structures such as trellises, raised beds and fencing to unify the overall site design is encouraged. (P)
- B. Front Yards.
  - 1. Purpose.

To provide separation between buildings and the public pedestrian realm where the front yard functions as usable outdoor space and provides a clear, welcoming and safe entry for pedestrians from the sidewalk into the building.
  - 2. Front Yards Implementation.
    - a. Attached houses, duplexes, and low-intensity residential buildings of three or four units shall incorporate a residential front yard between the primary structure and the back of sidewalk. (R)
- C. Outdoor Areas.
  - 1. Purpose.

To create usable areas through the use of engaging outdoor spaces for the enjoyment and health of the residents.
  - 2. Outdoor Areas Implementation.
    - a. Each development shall provide a minimum of forty-eight square feet of outdoor area for each living unit within the building. (R)
    - b. The outdoor area may be configured as either:
      - i. A private outdoor area, such as a balcony or patio directly accessible from the unit; or
      - ii. A common outdoor area accessible by all units in the building. (R)
    - c. Common outdoor areas shall be easily accessible and visible to residents. (R)
    - d. Common outdoor areas should provide at least three of the following amenities to accommodate a variety of ages and activities. Amenities may include, but are not limited to: (P)
      - i. Site furnishings (benches, tables, bike racks, etc.);
      - ii. Picnic areas;

- iii. Patios, plazas or courtyards;
- iv. Shaded tot lots;
- v. Rooftop gardens; planter boxes, or garden plots; or
- vi. Open lawn.
- e. Outdoor spaces should not be located adjacent to dumpster enclosures, loading/service areas or other incompatible uses. (C)

D. Entrances.

1. Purpose.

To ensure that entrances are easily identifiable, clearly visible, and accessible from streets and sidewalks to encourage pedestrian activity and enliven the street.

2. Entrances Implementation.

- a. Each unit fronting a street must have its address and main entrance oriented toward a street frontage. Where an existing house is being converted to two units, one main entrance with internal access to both units is allowed. (R)
- b. Each unit must have a covered, main entry-related porch, or stoop area. (P)

E. Windows.

1. Purpose.

To maintain a lively and active street face.

2. Windows Implementation.

- a. Windows shall be provided in façades facing streets, comprising at least fifteen percent of the façade area. (R)
- b. Decorative window features are encouraged, such as: (P)
  - i. Arched or transom windows.
  - ii. Mullions.
  - iii. Awnings or bracketed overhands.
  - iv. Flower boxes.
  - v. Shutters.
  - vi. Decorative window trim, pop-outs, or recesses.

F. Building Articulation.

1. Purpose.

To ensure that buildings along any public or private street display the greatest amount of visual interest and reinforce the residential scale and character of the streetscape and neighborhood.

2. Building Articulation Implementation.

- a. Buildings must be modulated along the street at least every thirty feet. Building modulations must step the building wall back or forward at least four feet. (R)
- b. Moderate the scale of the building to create a human scale streetscape by including vertical and horizontal patterns as expressed by bays, belt lines, doors and windows. (P)
- c. Horizontal facades longer than thirty feet should be articulated into smaller units, reminiscent of the residential scale of the neighborhood. At least four of the following methods should be used: (P)
  - i. Varied building heights.
  - ii. Use of different materials.
  - iii. Windows.
  - iv. Different colors.
  - v. Offsets.
  - vi. Projecting roofs (minimum of twelve inches).
  - vii. Recesses.
  - viii. Bay windows.
  - ix. Varied roof forms or orientation.
- d. Reduce the potential impact of new attached housing, duplexes, or low-scale residential buildings of three or four units on established and historic neighborhoods by incorporating elements and forms from nearby buildings. This may include reference to architectural details, building massing, proportionality, and use of high-quality materials such as wood, brick, and stone. (P)

G. Screening.

1. Purpose.

The screening standards address specific unsightly features, which detract from the appearance of residential areas.

2. Screening Implementation.

- a. Fire escapes, or exterior stairs that provide access to an upper level are not allowed on the front façade of the building. (R)

- b. Garbage and Recycling Areas. All exterior garbage cans, garbage collection areas, and recycling collection areas must be screened from the street and any adjacent properties. (R)
- c. Screening shall comply with the clear view triangle requirements defined in [SMC 17C.110.230\(G\)](#).
- d. Screening must comply with at least one of the following criteria: (R)
  - i. L1 Visual Screen meeting [SMC 17C.200.030\(A\)](#).
  - ii. A six-foot high solid masonry wall or sight-obscuring fence five-feet inside the property line with an L2 see-through buffer meeting SMC 17C.200.030(B), between the fence and the property line.
- e. Storage areas are not allowed within fifteen feet of a street lot line. (R)
- f. Mechanical Equipment. Mechanical equipment located on the ground, such as heating or cooling equipment, pumps, or generators must be screened from the street and any adjoining residential uses by walls, fences or vegetation tall enough to screen the equipment. Mechanical equipment on roofs must be screened from the ground level of any adjoining R-zoned lands. (R)

#### H. Parking Facilities.

##### 1. Purpose.

To integrate parking facilities with the building and surrounding residential character.

##### 2. Parking Facilities Implementation.

- a. The length of the garage wall facing the street may be up to fifty percent of the length of the street-facing building façade. (R)
- b. Street-facing garage walls must be set back at least two feet from the primary street-facing building façade. (R)
- c. Carports and detached garages shall incorporate roofs of a design similar to the principal structure on the site. (R)
- d. Where off-street parking for attached units or duplexes is provided, only one curb cut and sidewalk crossing for each two dwellings may be permitted, to promote pedestrian-oriented environments along streets, reduce impervious

surfaces, and preserve on-street parking and street tree opportunities. (R)

- e. Parking structures, garages, and carports shall not be located between the principal structure and streets. (P)

## **Section 17C.400.040 Pilot Center and Corridors Development Standards**

### **A. Purpose.**

Center and corridor zones implement the comprehensive plan by encouraging concentrated employment, shopping, and residential activities in shared locations. The standards of this section allow for more flexibility for residential development in center and corridor zones in order to improve financial feasibility, increase housing supply, and improve the vibrancy of these areas.

### **B. Applicability.**

1. The provisions of this section apply only to development where a minimum of fifty percent of the floor area will be a residential use.
2. In the event of a conflict, the provisions of this section supersede the standards and requirements of other sections of Title 17 SMC for center and corridor zones CC1, CC2, and CC4. Where this chapter does not provide a standard, the standards of applicable sections in Title 17 SMC shall govern, including but not limited to:
  - a. Engineering standards as described in [Title 17H SMC](#).
  - b. Environmental standards as described in [Title 17E SMC](#).
  - c. Design standards as described in Title 17C.122.060 SMC.

### **C. Floor Area Ratio (FAR)**

1. Minimum floor area ratio
  - a. In the CC1 and CC2 zone, a minimum FAR of 1.0 shall be required. In the CC4 zone, a minimum FAR of 0.5 shall be required.
  - b. Outdoor public spaces such as plazas, sheltered entries, courtyards, outdoor cafes, or widened sidewalks with seating may be counted toward the minimum FAR.
2. Maximum floor area ratio

There is no maximum FAR.

### **D. Maximum Building Height**

Table 17C.400-2 CENTER AND CORRIDOR ZONE MAXIMUM BUILDING HEIGHT			
CENTER TYPE	CC1	CC2	CC4
Neighborhood Center	55 ft.	55 ft.	55 ft.
District Center or Corridor	70 ft.	70 ft.	55 ft.
Employment Center	150 ft.	150 ft.	70 ft.

E. Building Height Transition Requirement

1. Applicability

This subsection applies to all development in a center and corridor zone within 150 ft. of any RSF or RTF zone.

2. Transition Requirement

Starting at a height of 30 ft. at the residential zone boundary, additional building height may be added at a ratio of 1 to 1 (1 ft. of additional building height for every 1 ft. of additional horizontal distance from the closest RSF or RTF zone).

The transition requirement ends 150 ft. from the RSF or RTF zone boundary. Beyond the transition the maximum building height of the zone applies.

F. Vehicle Parking

1. Applicability

This subsection applies to the residential portion of development on lots wholly or partially within 500 ft. of a major transit stop as defined in 17C.400.010(B)(2).

2. Minimum Parking Spaces

Table 17C.400-3 CENTER AND CORRIDOR ZONE MINIMUM REQUIRED PARKING WITHIN 500 FT OF A MAJOR TRANSIT STOP	
Residential Uses	
Total number of residential units	Minimum parking spaces
0-30	None
31-40	0.2 per unit
41-50	0.25 per unit
51+	0.33 per unit
Nonresidential Uses	

CC1, CC2, CC4 [1]	<p>Minimum ratio is 1 stall per 1,000 gross square feet of floor area.</p> <p>Maximum ratio is 4 stalls per 1,000 gross square feet of floor area.</p>
[1] See exceptions in <a href="#">SMC 17C.230.130</a> , CC and Downtown Zone Parking Exceptions.	

G. Bicycle Parking

Bicycle parking facilities, either off-street or in the street right-of-way, shall be provided.

1. The number of spaces shall be the largest amount based on either subsections (a) or (b) below.
  - a. The number of required bicycle parking spaces shall be ten percent of the number of off-street auto parking spaces being provided, whether the auto parking spaces are required by code or not, not to be less than one bicycle parking space.
  - b. A minimum of one bicycle parking space shall be provided for every ten thousand square feet of building area. When a building is less than ten thousand square feet in building area at least one bicycle parking space shall be provided.
2. When any covered automobile parking is provided, all bicycle parking shall be covered.
3. All bicycle parking facilities in the street right-of-way shall conform to City engineering services department standards.

**ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_**

\_\_\_\_\_  
Council President

Attest:

Approved as to form:



City Clerk

Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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