

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 25, 2022, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of July 25, 2022:

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

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

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2487 739 3189; 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 25, 2022. You must sign up by 6:00 p.m. to be called on to testify. Sign up forms will be available outside of Council Chambers for in-person attendees.

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

The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

- A. At the 6:00 p.m. legislative session, after the conclusion of the legislative agenda, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum will not extend past 9:30 p.m. unless extended by a supermajority of the Council.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. The order of the speakers be determined at the discretion of the chair. Each speaker shall be limited to no more than three minutes unless a majority of the Council Members in attendance vote on an alternate time limit.
- C. No action, other than a statement of Council Members' intent to address the matter in the future, points of order, or points of information will be taken by Council Members during an open forum.
- D. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding the following items during the Council's legislative session: the consent agenda as a whole, first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during open forum.
- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk.

- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.
- G. When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. Members of City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
 - 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
 - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
 - 3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time, or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. When any person, including members of the public, City staff, and others, are addressing the Council, Council Members shall observe the same decorum and process, as the rules require among the members *inter se*. That is, a Council Member shall not engage the person addressing the Council in colloquy but shall speak only when granted the floor by the Council President. All persons and/or Council Members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, newly revised*, shall extend to all speakers before the City Council. The City Council's Director of Policy and Government Relations and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in Rule 2.16(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker unless the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- B. No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.
- C. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- D. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:
 - 1. Following an assessment by the chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
 - d. The designated representative, if any, of the opponents of the issue shall speak following the

presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.

- e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the chair may grant the same procedural and time allowances to each group or groups, as stated previously.
 4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- E. The time taken for staff or Council Member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.
- F. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.¹

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

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JULY 25, 2022

MISSION STATEMENT

**TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.**

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEN BEGGS

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

LAND ACKNOWLEDGEMENT

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021
via Resolution 2021-0019

BRIEFING AND LEGISLATIVE SESSIONS

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

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk. (If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.)
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall continue to the matters that are specifically before the Council at that time.
- Members of the City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

SPEAKING TIME LIMITS: Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a three-minute speaking time. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.

Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

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

APPROVAL BY MOTION OF THE ADVANCE AGENDA

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

EXECUTIVE SESSION

(Closed Session of Council)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

COUNCIL AND COMMITTEE REPORTS

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

PROCLAMATIONS AND SALUTATIONS

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

ANNOUNCEMENTS

(Announcements Regarding Adjustments to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS ADMINISTRATIVE REPORTS

CONSENT AGENDA

<u>REPORTS, CONTRACTS AND CLAIMS</u>	<u>RECOMMENDATION</u>	
<p>1. Purchase of up to three used vehicles to be used as undercover units for the Spokane Police Department, two to replace totaled units and one as part of the annual rotation—total estimated expenditure \$120,000 (incl. tax and commissioning). (Council Sponsor: Council Member Kinnear) Micaela Martinez</p>	Approve	OPR 2022-0541
<p>2. Contract renewal with ESO Solutions, Inc. (Dallas, TX) for annual subscription fees for the incident record management system, which was developed in 2017 to replace the old ePCR system, from July 21, 2022 through July 20, 2023—cost of annual fees \$85,974.84 (incl. tax). (Council Sponsor: Council Member Kinnear) Dusty Patrick</p>	Approve	OPR 2017-0356 RFP 13-15
<p>3. Contract Amendment with Infor Public Sector, Inc. (Alpharetta, GA) to add a station alerting interface to the City’s existing Computer Aided Dispatch (CAD) system for the Spokane Valley Fire Department—\$21,821.80 (incl. tax), which will be billed directly to SREC. (Council Sponsor: Council Member Cathcart) Dusty Patrick</p>	Approve	OPR 2021-0257
<p>4. Multiple Family Housing Property Tax Exemption Conditional Agreements with:</p>	Approve All	
<p style="padding-left: 40px;">a. Koz on West 4th LLC for the future construction of approximately 260 units at Parcel Numbers 35191.3803+, commonly known as 307 West 4th Avenue.</p>		OPR 2022-0542
<p style="padding-left: 40px;">b. 314 Riverside LLC for the future construction of approximately 73 units at Parcel Numbers 35184.0804+, commonly known as 314 West Riverside Avenue.</p>		OPR 2022-0543
<p style="padding-left: 40px;">c. Brick on Wall, LLC for the future construction of approximately 24 units at Parcel Number</p>		OPR 2022-0544

35192.2204, commonly known as 204 S. Wall Street.

The Conditional Agreements will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction. (Council Sponsors: Council Members Kinnear and Wilkerson)

Teri Stripes

- 5. Grant Agreement with the Washington State Department of Ecology for funding to be used for the purchase of HazMat equipment for the Fire Department from July 1, 2022 through June 30, 2023—\$54,700. (Relates to Special Budget Ordinance C36240) (Council Sponsor: Council Member Kinnear) Approve OPR 2022-0545

Brian Schaeffer

- 6. Contract Amendment with Stewart A. Estes and the law firm of Keating, Bucklin & McCormack, Inc., P.S. (Seattle, WA) for outside counsel services and advice in the legal matter Estate of David Novak, et. al. versus City of Spokane et. al.—increase of \$200,000. Total contract amount: \$574,500. (Council Sponsor: Council Member Stratton) Approve OPR 2019-0750

Lynden Smithson

- 7. Low Bid of (to be determined at bid opening to be held on July 18, 2022) (City, ST) for 2021 Residential Grind and Overlay - North Project—\$_____. An administrative reserve of \$_____, which is 10% of the contract price, will be set aside. (Various Neighborhoods) (Council Sponsor: Council Member Kinnear) Approve OPR 2022-0546
ENG 2021044

Dan Buller

- 8. Contract Amendment with ABM Industry Groups, LLC (Spokane) for janitorial services for Spokane Police Department properties, increasing the contract amount due to the Labor and Industries prevailing wage increase of \$1.65 per hour—annual additional amount \$5,319.48. Additional amount through the end of the contract (May 31, 2024): \$15,958.44. Total contract amount: \$62,183.44. (Council Sponsor: Council Member Cathcart) Approve & Authorize Contract OPR 2021-0385
RFB 21-105

Eric Olsen

- 9. Renewal of Cellebrite software for use by the Spokane Police Department digital forensics lab in collaboration with SPD investigators—\$63,128.53. (Council Sponsor: Council Member Cathcart) Approve OPR 2021-0299

Shawna Ernst

- 10. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2022, total Approve & Authorize Payments CPR 2022-0002

\$ _____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$ _____.

11. City Council Meeting Minutes: _____, 2022.

Approve
All

CPR 2022-0013

ACTION ON CONSENT AGENDA

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCE

(Requires Five Affirmative, Recorded Roll Call Votes)

Ordinance C36240 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:

Fire Grants Miscellaneous Fund

1) Increase appropriations by \$54,700

A) Of the increased appropriations, \$54,700 will be used for the purchase of equipment for the SFD Hazmat unit

2) Increase revenues by \$54,700

A) Revenue will be received from Dept. of Ecology on a reimbursement basis per grant award.

(This action arises from the need to update budget for the Department of Ecology hazmat equipment grant award.) (Relates to Consent Agenda Item No. 5) (Council Sponsors: Council Members Kinnear and Zappone)

Brian Schaeffer

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2022-0067 Relating to modification of the City of Spokane's Retail Water Service Area (RWSA) to include Spokane County Parcel Numbers 26212.9017; 26212.9019; 24051.0402; 24051.0403; 24051.0408; 24053.9057; 24082.9063; 24082.9087 (located in the West Plains and Northwest Terrace Pressure Zones) and authorizing the amendment of the City's

RWSA map on file with the Washington State Department of Health.
(Council Sponsors: Council Members Cathcart and Bingle)

Eldon Brown

RES 2022-0068 Expressing the intention of the City Council to designate a residential targeted area, amend SMC 8.15.030, and set a public hearing for August 15, 2022. (Council Sponsors: Council President Beggs and Council Members Bingle and Zappone)

Teri Stripes

RES 2022-0069 (To be considered under Special Considerations Item S1.b.)

RES 2022-0070 Reaffirming and supporting current laws in Washington State that impact abortion access in Spokane, and limiting City employee participation in cooperating with investigations of outside jurisdictions regarding abortion access. (Council Sponsors: Council President Beggs and Council Members Stratton and Wilkerson)

Council President Beggs

ORD C36244 (To be considered under Special Considerations Item S1.a.)

NO FIRST READING ORDINANCES

SPECIAL CONSIDERATIONS

RECOMMENDATION

- | | | |
|---|--|----------------------|
| <p>S1. a. Final Reading Ordinance C36244 submitting a ballot proposition to the voters of the City of Spokane amending the duties of, and the process for the appointment and removal of, an Independent City Attorney and other legal counsel by amending sections 24, 28, 29, 33, and 117, and repealing section 32 of the Spokane City Charter.</p> | <p>Pass Upon
Roll Call
Vote</p> | <p>ORD C36244</p> |
| <p>b. Resolution 2022-0069 requesting the Spokane County Auditor to hold a special election on November 8, 2022 to submit to the electors of the City of Spokane a proposition regarding amendments to sections 24, 28, 29 and 33 and repeal section 32 of the Spokane City Charter relating to the appointment, duties and powers of the city attorney and other legal counsel.
(Council Sponsors: Council President Beggs and Council Member Wilkerson)</p> | <p>Adopt
Upon Roll
Call Vote</p> | <p>RES 2022-0069</p> |
- Council President Beggs**

NO HEARINGS

Motion to Approve Advance Agenda for July 25, 2022
(per Council Rule 2.1.2)

OPEN FORUM

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

ADJOURNMENT

The July 25, 2022, Regular Legislative Session of the City Council is adjourned to August 1, 2022.

NOTES



Agenda Sheet for City Council Meeting of:
07/25/2022

Date Rec'd	7/13/2022
Clerk's File #	OPR 2022-0541
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FLEET SERVICES
Contact Name/Phone	MICAELA 655-0959 MARTINEZ
Contact E-Mail	MMARTINEZ@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - PURCHASE OF UC VEHICLES

Agenda Wording

Purchase approval of up to three(3) vehicles to be used as undercover units for the Spokane Police Department.

Summary (Background)

Fleet services would like to purchase three used undercover units for the Police Department. Two units will replace two totaled units and one unit is part of the annual rotation. Total estimated expenditure for the three units is \$120,000, including taxes and commissioning.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 120,000
Select	\$
Select	\$
Select	\$

Budget Account

#	1560-17200-94000-56404-68074
#	
#	
#	

Approvals

Dept Head	GIDDINGS, RICHARD
Division Director	WALLACE, TONYA
Finance	SCHMITT, KEVIN
Legal	ODLE, MARI
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PSCHC 07/11/2022
Council Sponsor	Councilmember Kinnear

Distribution List

mmcnab@spokanepolice.org
mmartinez@spokanecity.org
spdfinance

Additional Approvals

Purchasing

Committee Agenda Sheet
Public Safety and Community Health Committee
July 11, 2022

Submitting Department	FLEET SERVICES
Contact Name & Phone	MICAELA MARTINEZ, 509-655-0959
Contact Email	MMARTINEZ@SPOKANECITY.ORG
Council Sponsor(s)	LORI KINNEAR
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	PURCHASE OF THREE UNDERCOVER UNITS
Summary (Background)	Fleet services would like to purchase three used undercover units for the Police Department. Two units will replace two totaled units and one unit is part of the annual rotation. Total estimated expenditure for the three units is \$120,000, including taxes and commissioning.
Proposed Council Action & Date:	July 25, 2022, Approval.
Fiscal Impact:	Total Cost: <u>\$120,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)
Operations Impacts	
What impacts would the proposal have on historically excluded communities? n/a	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? We are experiencing a very volatile vehicle market at the moment and are continuously evaluating vehicles from all over to ensure we are getting fair prices.	
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? n/a	



Agenda Sheet for City Council Meeting of:

07/25/2022

Date Rec'd	7/13/2022
Clerk's File #	OPR 2017-0356
Renews #	
Cross Ref #	
Project #	
Bid #	RFP 13-15
Requisition #	CR23765

Submitting Dept	FIRE
Contact Name/Phone	DUSTY PATRICK X7071
Contact E-Mail	DPATRICK@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1970 - ESO SOLUTIONS, INC. ANNUAL SUBSCRIPTION FEES FOR SOFTWARE

Agenda Wording

Contract renewal with ESO Solutions, Inc. for annual subscription fees for the incident record management system. This system was developed in 2017 to replace the old ePCR system. The cost of the annual fees is \$85,974.84

Summary (Background)

ESO Solutions, Inc. developed and replaced the incident record management system in 2017 for the Fire Department. The system is vital for reporting incidents to Fire crews and maintaining records. As part of the original agreement (OPR 2017-0356) the City agreed to pay annual subscription fees for maintenance and support of the software.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ \$85,974.84

Select \$

Select \$

Select \$

Budget Account

1970-35142-22100-54820-99999

#

#

#

Approvals

Dept Head SCHAEFFER, BRIAN

Division Director SCHAEFFER, BRIAN

Finance SCHMITT, KEVIN

Legal ODLE, MARI

For the Mayor PERKINS, JOHNNIE

Council Notifications

Study Session\Other 7/11/2022 Public Safety

Council Sponsor CM Kinnear

Distribution List

fireaccounting@spokanecity.org

dpatrick@spokanecity.org

contracts@eso.com

Additional Approvals

Purchasing PRINCE, THEA

Committee Agenda Sheet [COMMITTEE]

Submitting Department	Fire IT
Contact Name & Phone	Dusty Patrick 625-7071
Contact Email	dpatrick@spokanefire.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1970 - ESO Solutions, Inc. Annual Subscription Fees for Software
Summary (Background)	<p>This contract is with ESO Solutions for the annual maintenance and support of the incident record management system (OPR2017-0356). This system and software replaced and updated the old versions of the fire reporting software and EMS electronic patient record system. These systems are vital for reporting incidents to fire crews and maintaining records.</p> <p>Contract period is for July 21, 2022 through July 20, 2023. Annual cost will be approximately \$ \$85,974.84 (including tax). This is the 5th annual renewal of these subscriptions since the system was procured in 2017. This agreement is paid for by Fire/EMS funds.</p>
Proposed Council Action & Date:	
Fiscal Impact:	
Total Cost: \$85,974.84	

Approved in current year budget? Yes No N/A

Funding Source One-time Recurring
Specify funding source:

Expense Occurrence One-time Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

None

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

N/A

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

Reports are evaluated for quality and staff engage with end users to determine potential improvements or enhancements to the system.

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

SFD Strategic Plan Goal #7 Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.



City of Spokane

CONTRACT RENEWAL

Title: **ANNUAL SUBSCRIPTION FOR
INCIDENT RECORD MANAGEMENT SYSTEM**

THIS Contract Renewal is between the **CITY OF SPOKANE FIRE DEPARTMENT**, a Washington State municipal corporation, as ("City"), and **ESO SOLUTIONS, INC.**, whose address is 679449, Dallas, Texas 75267, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide subscription services to its Record Management System; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated June 1, 2017, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on July 21, 2022 and shall run through July 20, 2023.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **EIGHTY FIVE THOUSAND NINE HUNDRED SEVENTY-FOUR AND 84/100 DOLLARS (\$85,974.84)**, including tax, for everything furnished and done under this Contract Renewal. 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 Renewal document.

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

ESO SOLUTIONS, INC.

**CITY OF SPOKANE
FIRE DEPARTMENT**

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 – ESO Invoice dated June 21, 2022
- Exhibit – Certificate Regarding Debarment

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

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

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

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

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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



Please send payments to:
 ESO Solutions, Inc.
 PO Box 679449
 Dallas, TX 75267-9449

Invoice

Date: 06/21/2022
Invoice # ESO-83210
Terms Net 30
Due Date 07/21/2022
PO#

Bill To

Spokane Fire Department
 44 W Riverside Ave.
 Spokane WA 99201
 United States
mlopez@spokanecity.org

Ship To

Spokane Fire Department
 44 W Riverside Ave.
 Spokane
 WA 99201
 US

Item	From	To	QTY	UOM	List Amount	Discount	Total
ESO EHR Suite Patient care reporting suite, includes EHR web and mobile client, Quality Management, AdHoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.	07/21/2022	07/20/2023	37,498	Incidents	\$52,519.70	\$4,500.00	\$48,019.70
Telestaff Integration Integration with Telestaff Rostering to place staff on the appropriate calls.	07/21/2022	07/20/2023	1	Incidents	\$2,753.04	\$0.00	\$2,753.04
Fire Incidents (by Volume) Includes mobile application NFIRS widget, Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.	07/21/2022	07/20/2023	1	Incidents	\$24,925.85	\$0.00	\$24,925.85
EHR - First Watch Interface Enables transfer of EHR data to First Watch.	07/21/2022	07/20/2023	37,498		\$3,177.40	\$0.00	\$3,177.40

Invoice Message:

Total (Without Tax): \$78,875.99
Tax: \$7,098.85
Grand Total: \$85,974.84
Amount Paid/Credit: \$0.00
Total Recurring: \$78,875.99
Total One-Time:
Invoice Balance: \$85,974.84

Remit Payment to:

ESO Solutions, Inc.
 PO Box 679449
 Dallas, TX 75267-9449

Amounts invoiced are per your agreement(s) which may include annual uplift and an increase in quantities based on usage overages. Your payment of this invoice serves as acceptance of such increases.

Questions? Contact: AccountsReceivable@eso.com 866-766-9471 option 8

ESO will never e-mail you soliciting payment information. Please call us or e-mail AccountsReceivable@eso.com if you have any questions or wish to make a change.

Tax ID: 36-4566209



[For a 3% fee, pay via Card](#)

Direct Card Payment Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/3382606/?amount=8855408.52

[Pay via Online Bank Transfer](#)

Direct Bank Transfer Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/3382606/?card=false



License Information:

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

Entity name:	ESO SOLUTIONS INC
Business name:	ESO SOLUTIONS INC
Entity type:	Corporation
UBI #:	602-909-509
Business ID:	001
Location ID:	0001
Location:	Active
Location address:	11500 ALTERRA PKWY STE 100 AUSTIN TX 78758-3192
Mailing address:	11500 ALTERRA PKWY STE 100 AUSTIN TX 78758-3192



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Mar-31-2023	Jun-12-2020

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

Governing people	Title
CARTER, JAMES R	
DILLIE, CHRIS	President
JOHNSON, CORTNEY	Treasurer
MUNDEN, ROBERT	Secretary

The Business Lookup information is updated nightly. Search date and time:
6/22/2022 8:56:12 AM



Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2023

5/5/2022

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

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

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B : Chubb Indemnity Insurance Company</td> <td>12777</td> </tr> <tr> <td>INSURER C : Allied World Assurance Company (U.S.) Inc.</td> <td>19489</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Federal Insurance Company	20281	INSURER B : Chubb Indemnity Insurance Company	12777	INSURER C : Allied World Assurance Company (U.S.) Inc.	19489	INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES ESOSO03 **CERTIFICATE NUMBER:** 17559641 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	3607-56-64	3/31/2022	3/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	7362-73-14	3/31/2022	3/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp./Coll. Ded \$ 500
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7182-73-01	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	E&O/Cyber	N	N	0312-8651	5/3/2022	5/3/2023	\$5M

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

CERTIFICATE HOLDER

17559641
 City of Spokane
 808 W. SP.O.kane Falls Blvd.
 Spokane WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Adam D. McJannet

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Agenda Sheet for City Council Meeting of:
07/25/2022

Date Rec'd	7/13/2022
Clerk's File #	OPR 2021-0257
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR23766

Submitting Dept	FIRE
Contact Name/Phone	DUSTY PATRICK X7071
Contact E-Mail	DPATRICK@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1970 - INFOR CAD SOFTWARE CONTRACT AMENDMENT

Agenda Wording

Contract Amendment with Infor Public Sector, Inc. to add a Station Alerting Interface to our existing CAD System for the Spokane Valley Fire Department. The total cost to add this interface is \$21,821.80, which will be billed directly to SREC.

Summary (Background)

CAD (Computer Aided Dispatch) Maintenance Agreement - This contract is with Infor EnRoute of Tampa, Florida for the annual contract maintenance of the Fire CAD system. This contract covers maintenance fees and non-Microsoft software licenses. This amendment is adding an additional interface to allow operation of next-gen station alerting software for Spokane Valley Fire Department.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ \$21,821.80
Select	\$
Select	\$
Select	\$

Budget Account

#	1630-35210-28200-53104-99999
#	
#	
#	

Approvals

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

Council Notifications

Study Session\Other	PSCH 7/11/2022
Council Sponsor	CM Cathcart

Distribution List

fireaccounting@spokanecity.org
bchilds@spokanecity.org
shawna.wagner@infor.com
matt.williams@infor.com

Additional Approvals

Purchasing	PRINCE, THEA
-------------------	--------------

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Fire/Dispatch
Contact Name & Phone	Dusty Patrick 625-7071
Contact Email	DPatrick@spokanecity.org
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Infor CAD Software Contract Amendment
Summary (Background)	<p>CAD Maintenance Contract Amendment</p> <p>CAD (Computer Aided Dispatch) Maintenance Agreement – This contract is with Infor EnRoute of Tampa, Florida for the annual contract maintenance of the Fire CAD system. This contract covers maintenance fees and non-Microsoft software licenses. This amendment is adding an additional interface to allow operation of next-gen station alerting software for Spokane Valley Fire Department costing \$18,300 to implement (plus tax) and recurring maintenance costs of \$3,300 annually. The entire cost of this new interface will be billed back to SREC under our current ILA.</p>
Proposed Council Action & Date:	
<p>Fiscal Impact: Total Cost: \$18,300 +tax Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Fire/EMS, Fire Dispatch with reimbursement from SREC/SVFD</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p>	

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

None

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

N/A

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

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

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

The amendment of this contract allows Fire CAD to interface with next-gen software to improve fire operations.



Order Form

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

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

I. Component Systems

PROD: Spokane

	Part # (if applicable)	Component Systems	User Restriction*		Support Level**
			Quantity	Type	
1	PSD-INTUSDDFSTALE RT	US Digital Fire Station Alerting Interface	1	CDB	XTP

Total License Fee: \$15,000.00

* If specified in the User/License Restriction field:

"CDB" = **Connected Databases** - Means each interface to a single instance of a virtual or physical database management system.

**Support Level

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

II. Support Services

Annual Support Fee: \$3,300.00

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

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

Fee for Initial Term of Support:	\$3,300.00
Other Fees:	\$0.00
Total Amount Due (before applicable taxes):	\$18,300.00

Payment Terms:

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

Currency: USD

Equipment (on which Component Systems will be installed):

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

Customer

Account ID: 103

Infor GL ID: US06A

Account

Executive Name: Matt Williams

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

III. Additional Terms

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

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

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

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

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

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

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

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

For U.S. Government entities, the following restricted rights clause applies: This Component System is a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this Component System only with those rights set forth in the license agreement accompanying this Component System. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and by a license agreement. By signing this Order Form, Licensee represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.

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

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

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

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

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

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

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

Signature

Typed or Printed Name

Job Title

Date

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

Signature

Typed or Printed Name

Job Title

Date



Services Work Order

This Time and Materials Services Work Order ("Work Order" or "Order" or "SWO") is subject to all terms and conditions of the Software Services Agreement (or, if applicable, the Professional Services Agreement) between **Infor (US), LLC** ("Infor") and **Spokane Fire Department** ("Licensee") with an Effective Date of **6/5/2003** (the "Services Agreement"). All terms of the Services Agreement are incorporated herein by this reference. Capitalised terms not defined in this Work Order are defined in the Services Agreement. In the event of a conflict, the terms of this Work Order control over the terms of the Services Agreement.

Effective Date of Work Order: date of final signature below

Work Order Number: AGR.120578

Prepared by: Laurie Hovatter

Project Name: Spokane Fire Department - ICS US Digital Interface

Description of Services to be Provided

* 8 Hours remote installation and configuration for the US Digital Interface

General Assumptions and Obligations

1. Any requirement(s) not specified in this Order will be addressed using the Project Change Control Process.
2. Licensee acknowledges that any delays or changes caused by Licensee, Licensee's employees, equipment, contractors or vendors may cause an increase in the fees required under this Order, including without limitation, delays or changes due to the following: (a) change to or deficiency in the information which Licensee has supplied to Infor; (b) failure by Licensee to perform any of its responsibilities in a timely manner including the supply to Infor of resources and information; or (c) an unanticipated event that changes the service needs or requirements of Licensee. Changes required to this Order as a result of any of the foregoing events will be handled using the Project Change Control Process.
3. For all services provided at Licensee locations, Licensee will provide office facilities to Infor personnel. This includes, but is not limited to, office space, desks, networked computers, secured filing cabinets if required, team meeting rooms, networked printers, photocopier, telephones, stationery, whiteboards, internet and remote VPN connection.

Resource Level	Estimated Hours	Hourly Rate	Estimated Fee
Consultant, Sr.	8.00	215.00	1,720.00

Grand Total		1,720.00
Currency		US Dollar

The rates and terms specified herein are only valid if this Work Order is signed by Licensee by **8/14/2022**.

Estimated time and costs listed in this Order represent an estimate only, and actual project time and cost may vary from the estimates provided. All Services are provided on a time and materials basis. Billing and payment are not dependent or conditioned on delivery of deliverables contemplated herein or any other deliverables. Infor will invoice Licensee for all Services and applicable charges on a monthly basis, as Infor renders the services or Licensee incurs the charges, as applicable. Fees do not include applicable taxes, which will be added to each invoice. Licensee will pay each Infor invoice within 30 days of the date of invoice. This payment obligation is non-cancelable and the amounts paid are non-refundable. Travel and living expenses are not included in the rates or estimated fees stated herein, and are in addition to such fees. A minimum of ½ day (4 hours) will be charged for all work at the Licensee’s facilities. Remote services provided via phone, facsimile or remote access to Licensee’s site will be charged at the standard hourly rate. Overtime rates of 150% of the quoted rate apply for after hours and weekend work. “After hours work” is defined as services performed between 8:00 p.m. and 6:00 a.m. “Weekend work” is defined as services performed between 8:00 p.m. Friday and 6:00 a.m. Monday. Holiday rates of 200% of the quoted rate apply for all holiday work.

Where a substantial variation from this Order is foreseen both parties must agree in writing to the additional work and amend this Order accordingly.

Locations:

Services may be provided at the facilities of Infor or its contractors, or at the Licensee sites listed below.

44 West Riverside
 Spokane WA 99201
 United States

THE PARTIES have executed this Order through the signatures of their respective authorized representatives.	
Infor (US), LLC	Spokane Fire Department
Signature :	Signature :
Printed Name :	Printed Name :
Title :	Title :
Address : 13560 Morris Road Alpharetta GA 30004 USA	Address : 44 West Riverside Spokane WA 99201 United States
Signed Date :	Signed Date :
	Purchase Order Number :
	eBilling (Email Address) :
	Invoice Mailing Address if different from: 44 West Riverside Spokane WA 99201 United States
	Address :
	Phone :
	Email Address :
	Contact Name :
INTERNAL USE ONLY	

Primary Product : EnRoute Products	ICS Approval ID: AGR.120578
Existing Project ID :	Existing Project Manager :
Opportunity ID : OP-04399544	Internal ID:

The hours and rates listed aside the resource role(s) in the table below represent the “Resource Model” and estimated fees for this Work Order. Should conditions change due to scope, revised skills requirements, and/or any other reason that impacts the availability of the resources fulfilling the role(s) listed in the Resource Model, Infor will offer, via the change order process, alternative resource role(s) as applicable to meet the revised requirements and/or schedule. Alternate role(s) will be charged at the hourly rate aligned with those roles listed in the table below.

Consultant, Assoc.	145.00
Consultant	205.00
Consultant, Sr.	215.00
Consultant, Pr.	230.00
Consultant, Sr. Pr.	245.00
Solution Architect	230.00
Project Manager, Assoc.	230.00
Project Manager	245.00
Project Director	285.00
Project Director, Sr.	325.00
COE Consultant Offshore	60.00
COE Sr Consultant Offshore	95.00
COE Pr Consultant Offshore	110.00
COE Project Admin Offshore	45.00
COE Project Manager Offshore	95.00
COE Project Director Offshore	120.00
COE Consultant, Assoc. Offshore	55.00
COE Solution Architect Offshore	95.00



Agenda Sheet for City Council Meeting of:
07/25/2022

Date Rec'd	7/13/2022
Clerk's File #	OPR 2022-0542
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TERI STRIPES 6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	MFTE CONDITIONAL AGREEMENT - KOZ ON WEST 4TH		

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Koz on West 4th LLC for the future construction of approximately 260 units, at Parcel Number(s) 35191.3803+ , commonly known as 307 West 4th. This Conditional Agreement will

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff has determined that the Koz on West 4th Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

#
#
#
#

Approvals

Dept Head	BLACK, TIRRELL
Division Director	MACDONALD, STEVEN
Finance	ORLOB, KIMBERLY
Legal	ODLE, MARI
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	Urban Experience
Council Sponsor	CMs Kinnear and

Distribution List

smacdonald@spokanecity.org
sgardner@spokanecity.org
mpiccolo@spokanecity.org
APPLICANT: Cathy Reines
jchurchill@spokanecity.org
tstripes@spokanecity.org
rbenzie@spokanecity.org

Additional Approvals

Purchasing



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

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

Summary (Background)

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

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Urban Experience – July 2022

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, ext 6597
Contact Email	Tstripes@spokanecity.org
Council Sponsor(s)	District 2 CMs Kinnear & Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Three (3) Multi-Family Tax Exemption (MFTE) Conditional Agreement(s)
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that all three of the Conditional applications Koz on West 4th, Jensen Byrd Riverside, and Brick on Wall meet the Project Eligibility defined in SMC 08.15.040 and are located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the projects are constructed, both intend to finalize as 12-yr exemptions – meeting the income and rent restrictions.</p> <p>These Conditional Agreements authorize the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemptions to be filed with the Spokane County Assessor’s Office post construction.</p>
Proposed Council Action & Date:	<p>Seeking approval of the three (3) MFTE Conditional Agreement(s) for:</p> <p>District 2 CM Sponsors: Kinnear and Wilkerson Koz on West 4th at the July 25, 2022 City Council Meeting.</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for two buildings of 130-units at 307 West 4th. <ul style="list-style-type: none"> ○ Property is zoned OR-150 and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$54M ○ Located in the Cliff-Cannon neighborhood. <p>Jensen Byrd Riverside at the July 25, 2022 City Council Meeting</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for 3 buildings -- 73-units at 314 W Riverside. <ul style="list-style-type: none"> ○ Property is zoned DTG and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$13.5M ○ Located in the Riverside neighborhood. <p>Brick on Wall Apartments at the July 25, 2022 City Council Meeting.</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for 24-units at 204 S Wall St. <ul style="list-style-type: none"> ○ Property is zoned DTG and the proposed use is allowed.

- Estimated Construction Costs of all phases: **\$2.7M**
- Located in the **Riverside** neighborhood.

Fiscal Impact:

Total Cost:

Approved in current year budget? Yes No N/A

Funding Source One-time Recurring

Specify funding source:

Expense Occurrence One-time Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

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

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

RCW 84.14.100

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

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

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

(b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW [84.14.020](#) since the date of the certificate approved by the city or county;

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

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

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

(a) The number of tax exemption certificates granted;

(b) The total number and type of units produced or to be produced;

(c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;

(d) The actual development cost of each unit produced;

(e) The total monthly rent or total sale amount of each unit produced;

(f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and

(g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

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

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

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

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this

chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

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

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

[Title 08](#) Taxation and Revenue

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

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

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

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in [SMC 8.15.090](#) since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

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

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

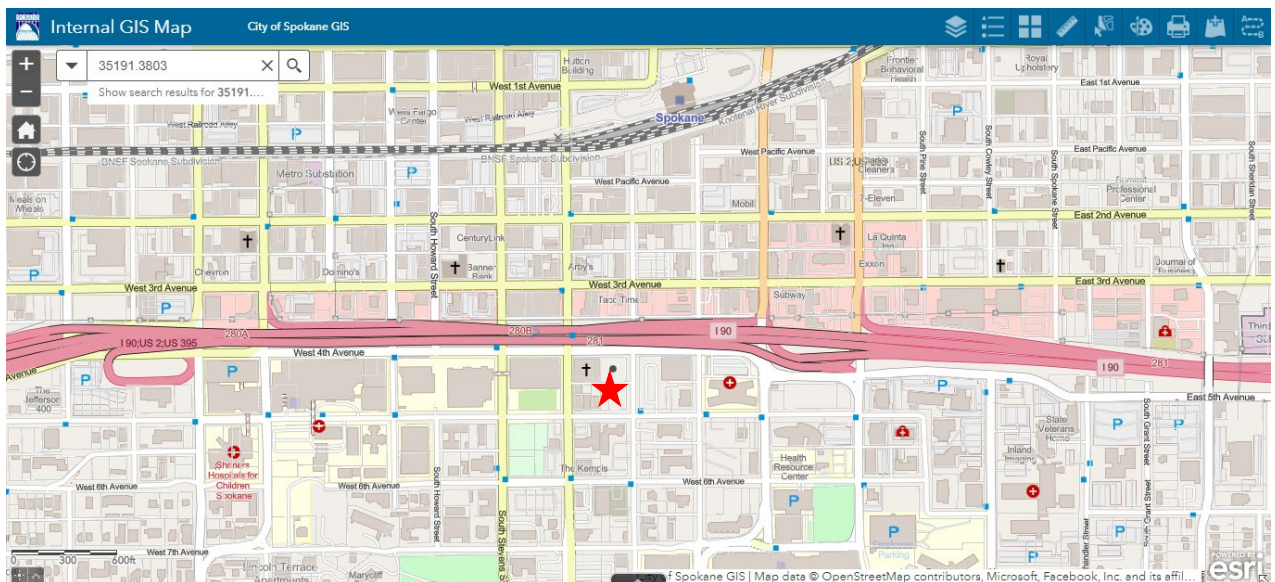
- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure

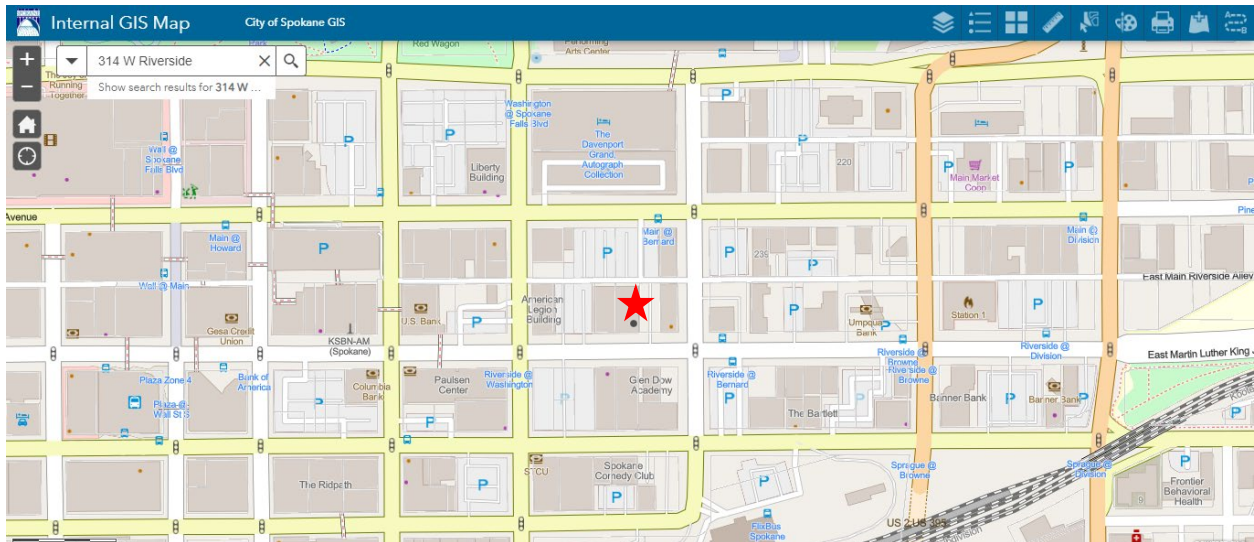
H 1.10 Lower-Income Housing Development Incentives
H 1.11 Access to Transportation
H 1.18 Distribution of Housing Options
Comprehensive Plan Economic Development Policies:
ED 2.4 Mixed-Use
ED 7.4 Tax Incentives for Land Improvement

Site & Location: Koz on West 4th

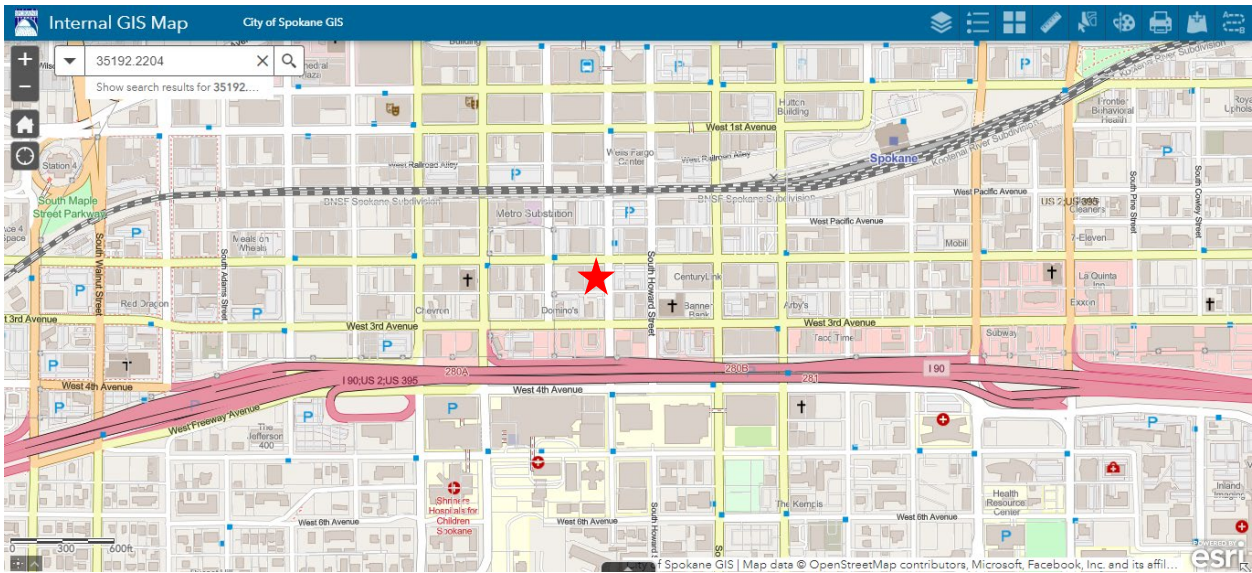


Site & Location: Jensen Byrd Riverside

320 W RIVERSIDE AVE



Site & Location: Brick on Wall Apartments



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Koz on West 4th LLC, as "Owner/Taxpayer" whose business address is 1830 Bickford Ave, Ste 201, Snohomish, WA 98290.

WITNESSETH:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

35191.3803 RAILROAD 2ND L4-5-6 B80, 35191.3811 RAILROAD 2ND ADD LTS 7 & 8 BLK 8035191.3806 RAILROAD 2ND L9 B80

Assessor's Parcel Number(s) 35191.3803, 35191.3811, 35191.3806, commonly known as 307 West 4th.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner/Taxpayer intends to construct on the site, approximately 260 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner/Taxpayer's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the Spokane County Assessor's Office and removed from eligibility for the tax exemption. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer commits to renting or selling at least twenty percent of the multiple family housing units as affordable housing units to low and moderate-income households in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8).

11. If the Owner/Taxpayer converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner/taxpayer intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner/Taxpayer shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

12. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

13. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

14. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

15. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

16. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

17. The parties agree that this Agreement, the Final Certificate of Acceptance of Tax Exemption and the construction of the multiple family residential housing units referenced above shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Agreement and the Final Certificate of Acceptance of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW as set forth in ESSSB 5287

adopted by the Washington State Legislature during the 2021 Regular Session effective July 25, 2021.

18. The Owner/Taxpayer acknowledges that RCW 84.14.020 (6) authorizes an extension of the exemption period for an additional twelve-years beyond the exemption period authorized in the Final Certificate of Tax Exemption conditioned upon compliance with the Owner renting or selling at least twenty percent of the multiple family housing units as affordable housing units for low-income households as set forth in RCW 84.14.020 (6) and providing the rental relocation assistance requirements and notice provisions set forth in RCW 84.14.020 (7) and (8). It is the Owner/Taxpayer's responsibility to make a timely request the extension as set forth in RCW 84.14.020 (6). The City shall not be responsible if the Owner/Taxpayer fails to make a timely request for the extension.

19. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

20. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2022.

CITY OF SPOKANE

Koz on West 4th LLC

By: _____
Mayor, Nadine Woodward

By _____
Its: _____

Attest:

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
07/25/2022

Date Rec'd	7/13/2022
Clerk's File #	OPR 2022-0543
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TERI STRIPES 6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	MFTE CONDITIONAL AGREEMENT - JENSEN BYRD RIVERSIDE		

Agenda Wording
Multiple Family Housing Property Tax Exemption Conditional Agreement with 314 Riverside LLC for the future construction of approximately 73 units, at Parcel Number(s) 35184.0804+, commonly known as 314 W Riverside. This Conditional Agreement will

Summary (Background)
Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff has determined that the Jensen Byrd Riverside Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	BLACK, TIRRELL	Study Session\Other	Urban Experience
Division Director	MACDONALD, STEVEN	Council Sponsor	CMs Kinnear and
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	smacdonald@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	sgardner@spokanecity.org	
Additional Approvals		mpiccolo@spokanecity.org	
Purchasing		jchurchill@spokanecity.org	
		tstripes@spokanecity.org	
		rbenzie@spokanecity.org	
		APPLICANT: Russell Spalding russ@spaldings.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

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

Summary (Background)

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

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Urban Experience – July 2022

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, ext 6597
Contact Email	Tstripes@spokanecity.org
Council Sponsor(s)	District 2 CMs Kinnear & Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Three (3) Multi-Family Tax Exemption (MFTE) Conditional Agreement(s)
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that all three of the Conditional applications Koz on West 4th, Jensen Byrd Riverside, and Brick on Wall meet the Project Eligibility defined in SMC 08.15.040 and are located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the projects are constructed, both intend to finalize as 12-yr exemptions – meeting the income and rent restrictions.</p> <p>These Conditional Agreements authorize the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemptions to be filed with the Spokane County Assessor’s Office post construction.</p>
Proposed Council Action & Date:	<p>Seeking approval of the three (3) MFTE Conditional Agreement(s) for:</p> <p>District 2 CM Sponsors: Kinnear and Wilkerson Koz on West 4th at the July 25, 2022 City Council Meeting.</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for two buildings of 130-units at 307 West 4th. <ul style="list-style-type: none"> ○ Property is zoned OR-150 and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$54M ○ Located in the Cliff-Cannon neighborhood. <p>Jensen Byrd Riverside at the July 25, 2022 City Council Meeting</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for 3 buildings -- 73-units at 314 W Riverside. <ul style="list-style-type: none"> ○ Property is zoned DTG and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$13.5M ○ Located in the Riverside neighborhood. <p>Brick on Wall Apartments at the July 25, 2022 City Council Meeting.</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for 24-units at 204 S Wall St. <ul style="list-style-type: none"> ○ Property is zoned DTG and the proposed use is allowed.

- Estimated Construction Costs of all phases: **\$2.7M**
- Located in the **Riverside** neighborhood.

Fiscal Impact:

Total Cost:

Approved in current year budget? Yes No N/A

Funding Source One-time Recurring

Specify funding source:

Expense Occurrence One-time Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

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

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

RCW 84.14.100

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

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

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

(b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW [84.14.020](#) since the date of the certificate approved by the city or county;

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

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

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

(a) The number of tax exemption certificates granted;

(b) The total number and type of units produced or to be produced;

(c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;

(d) The actual development cost of each unit produced;

(e) The total monthly rent or total sale amount of each unit produced;

(f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and

(g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

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

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

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

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this

chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

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

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

[Title 08](#) Taxation and Revenue

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

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

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

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in [SMC 8.15.090](#) since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

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

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

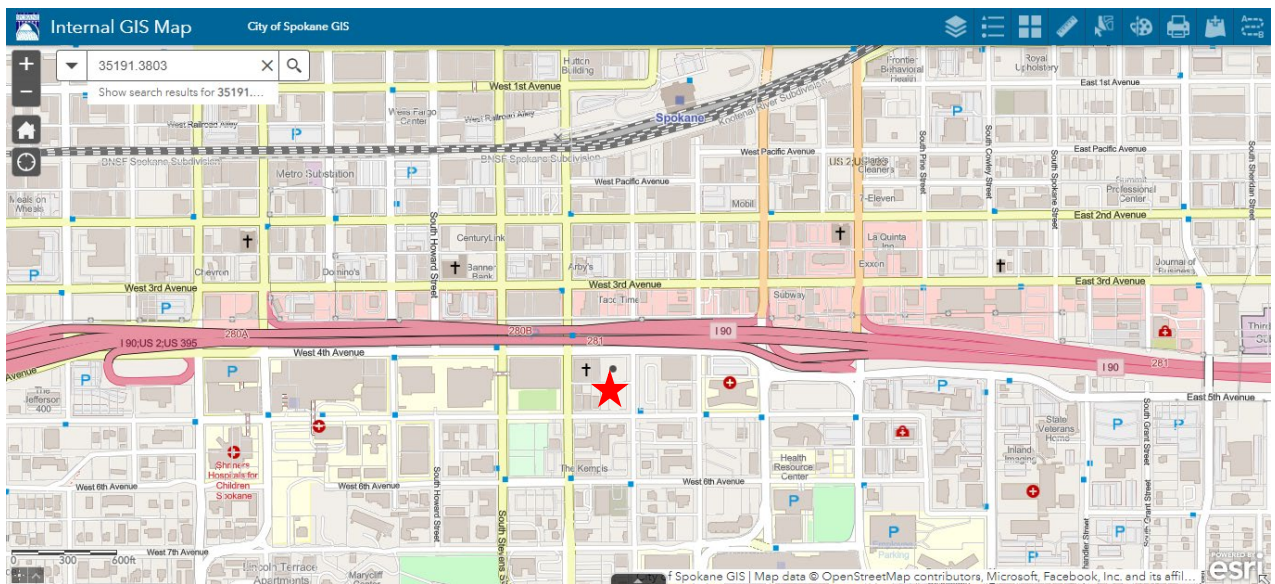
- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure

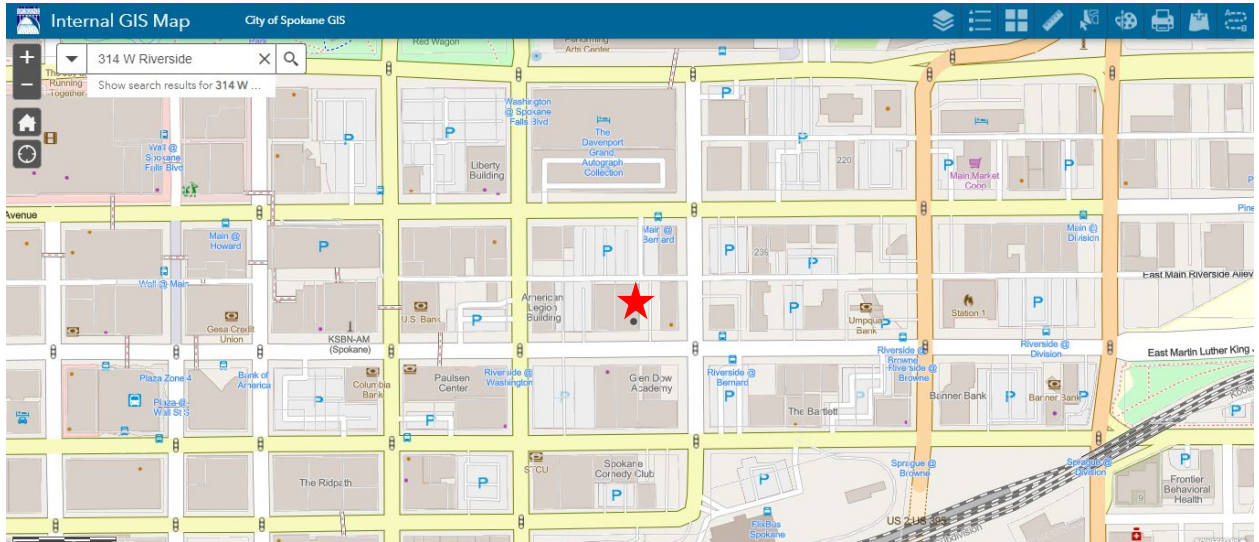
H 1.10 Lower-Income Housing Development Incentives
H 1.11 Access to Transportation
H 1.18 Distribution of Housing Options
Comprehensive Plan Economic Development Policies:
ED 2.4 Mixed-Use
ED 7.4 Tax Incentives for Land Improvement

Site & Location: Koz on West 4th

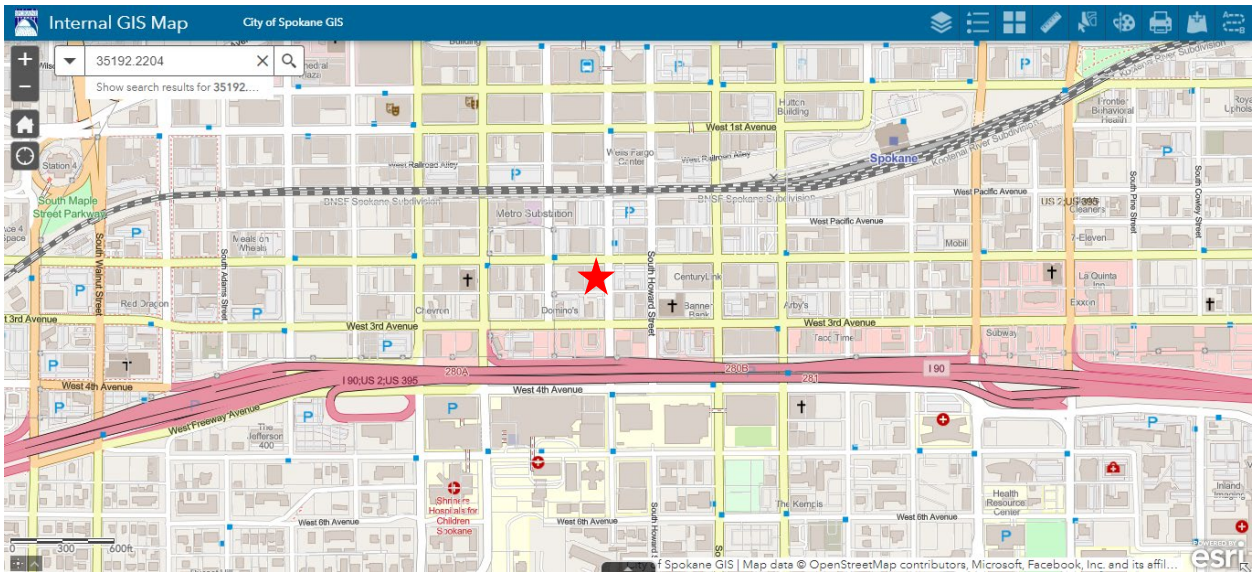


Site & Location: Jensen Byrd Riverside

320 W RIVERSIDE AVE



Site & Location: Brick on Wall Apartments



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and 314 Riverside LLC, as "Owner/Taxpayer" whose business address is 10708 E Knox Ave, Spokane WA 99206.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

35184.0804: HAVERMALE ADD PT OF L4TO6 B6 S42FT OF W1/2 OF L4 ALSO W50FT OF L5&6 ALSO BEG ON SL OF L6 49.59FT W OF SECOR W.41FT N PAR TO WL 79.46FT E.30FT S79.46FT TO POB &STP BET EL OF SW1/4 OF SE1/4 SEC18-25-43 &WL OF L4TO6 B6 EXC N8FT, 35184.2212: RES&ADD SPOKANE FALLS L10 B17 &STP E OF&ADJ BET WL OF SE1/4OF SE1/4 OF SEC 18-25-43&EL OF L10 B17), 35184.2211: RES&ADD SPOKANE FALLS L9 B17, 35184.2201: RES&ADD SPOKANE FALLS L1 B17

Assessor's Parcel Number(s) 35184.0804, 35184.2212, 35184.2211, 35184.2201, commonly known as 314 W Riverside St.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner/Taxpayer intends to construct on the site, approximately 73 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner/Taxpayer's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the Spokane County Assessor's Office and removed from eligibility for the tax exemption. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer commits to renting or selling at least twenty percent of the multiple family housing

units as affordable housing units to low and moderate-income households in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8).

11. If the Owner/Taxpayer converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner/taxpayer intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner/Taxpayer shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

12. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

13. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

14. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

15. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

16. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

17. The parties agree that this Agreement, the Final Certificate of Acceptance of Tax Exemption and the construction of the multiple family residential housing units referenced above shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is

signed by the parties. The parties may agree to amend this Agreement and the Final Certificate of Acceptance of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW as set forth in ESSSB 5287 adopted by the Washington State Legislature during the 2021 Regular Session effective July 25, 2021.

18. The Owner/Taxpayer acknowledges that RCW 84.14.020 (6) authorizes an extension of the exemption period for an additional twelve-years beyond the exemption period authorized in the Final Certificate of Tax Exemption conditioned upon compliance with the Owner renting or selling at least twenty percent of the multiple family housing units as affordable housing units for low-income households as set forth in RCW 84.14.020 (6) and providing the rental relocation assistance requirements and notice provisions set forth in RCW 84.14.020 (7) and (8). It is the Owner/Taxpayer's responsibility to make a timely request the extension as set forth in RCW 84.14.020 (6). The City shall not be responsible if the Owner/Taxpayer fails to make a timely request for the extension.

19. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

20. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2022.

CITY OF SPOKANE

314 Riverside LLC

By: _____

By _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
07/25/2022

Date Rec'd	7/13/2022
Clerk's File #	OPR 2022-0544
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TERI STRIPES 6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	MFTE CONDITIONAL AGREEMENT - BRICK ON WALL APARTMENTS		

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Brick on Wall, LLC for the future construction of approximately 24 units, at Parcel Number(s) 35192.2204, commonly known as 204 S Wall Street. This Conditional Agreement will

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff has determined that the Brick on Wall Apartments Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

#
#
#
#

Approvals

Dept Head	BLACK, TIRRELL
Division Director	MACDONALD, STEVEN
Finance	ORLOB, KIMBERLY
Legal	PICCOLO, MIKE
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	Urban Experience
Council Sponsor	CMs Kinnear and

Distribution List

smacdonald@spokanecity.org
sgardner@spokanecity.org
mpiccolo@spokanecity.org
tstripes@spokanecity.org
jchurchill@spokanecity.org
rbenzie@spokanecity.org
APPLICANT: Michael Craven

Additional Approvals

Purchasing



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

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

Summary (Background)

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

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Urban Experience – July 2022

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, ext 6597
Contact Email	Tstripes@spokanecity.org
Council Sponsor(s)	District 2 CMs Kinnear & Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Three (3) Multi-Family Tax Exemption (MFTE) Conditional Agreement(s)
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that all three of the Conditional applications Koz on West 4th, Jensen Byrd Riverside, and Brick on Wall meet the Project Eligibility defined in SMC 08.15.040 and are located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the projects are constructed, both intend to finalize as 12-yr exemptions – meeting the income and rent restrictions.</p> <p>These Conditional Agreements authorize the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemptions to be filed with the Spokane County Assessor’s Office post construction.</p>
Proposed Council Action & Date:	<p>Seeking approval of the three (3) MFTE Conditional Agreement(s) for:</p> <p>District 2 CM Sponsors: Kinnear and Wilkerson Koz on West 4th at the July 25, 2022 City Council Meeting.</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for two buildings of 130-units at 307 West 4th. <ul style="list-style-type: none"> ○ Property is zoned OR-150 and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$54M ○ Located in the Cliff-Cannon neighborhood. <p>Jensen Byrd Riverside at the July 25, 2022 City Council Meeting</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for 3 buildings -- 73-units at 314 W Riverside. <ul style="list-style-type: none"> ○ Property is zoned DTG and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$13.5M ○ Located in the Riverside neighborhood. <p>Brick on Wall Apartments at the July 25, 2022 City Council Meeting.</p> <ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for 24-units at 204 S Wall St. <ul style="list-style-type: none"> ○ Property is zoned DTG and the proposed use is allowed.

- Estimated Construction Costs of all phases: **\$2.7M**
- Located in the **Riverside** neighborhood.

Fiscal Impact:

Total Cost:

Approved in current year budget? Yes No N/A

Funding Source One-time Recurring

Specify funding source:

Expense Occurrence One-time Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

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

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

RCW 84.14.100

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

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

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

(b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW [84.14.020](#) since the date of the certificate approved by the city or county;

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

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

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

(a) The number of tax exemption certificates granted;

(b) The total number and type of units produced or to be produced;

(c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;

(d) The actual development cost of each unit produced;

(e) The total monthly rent or total sale amount of each unit produced;

(f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and

(g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

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

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

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

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this

chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

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

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

[Title 08](#) Taxation and Revenue

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

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

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

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in [SMC 8.15.090](#) since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

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

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

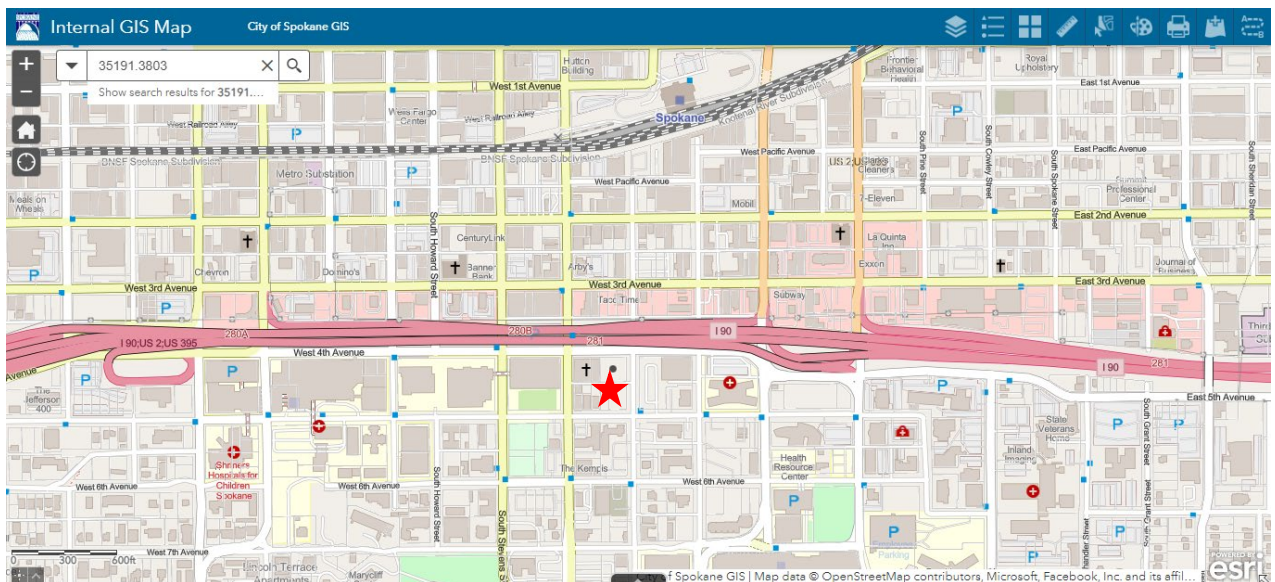
- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure

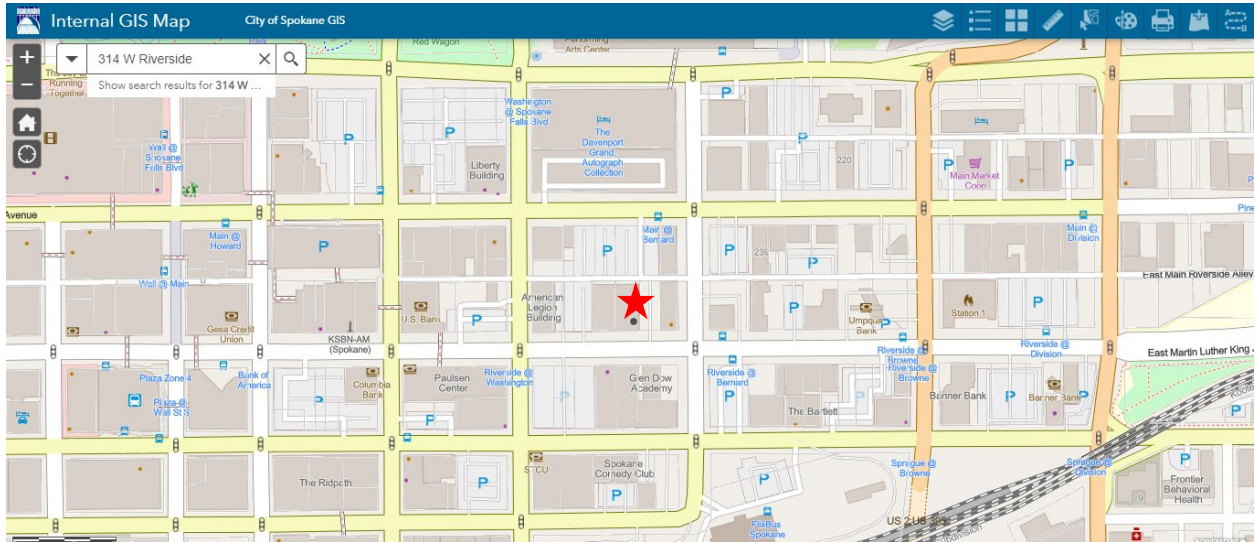
H 1.10 Lower-Income Housing Development Incentives
H 1.11 Access to Transportation
H 1.18 Distribution of Housing Options
Comprehensive Plan Economic Development Policies:
ED 2.4 Mixed-Use
ED 7.4 Tax Incentives for Land Improvement

Site & Location: Koz on West 4th

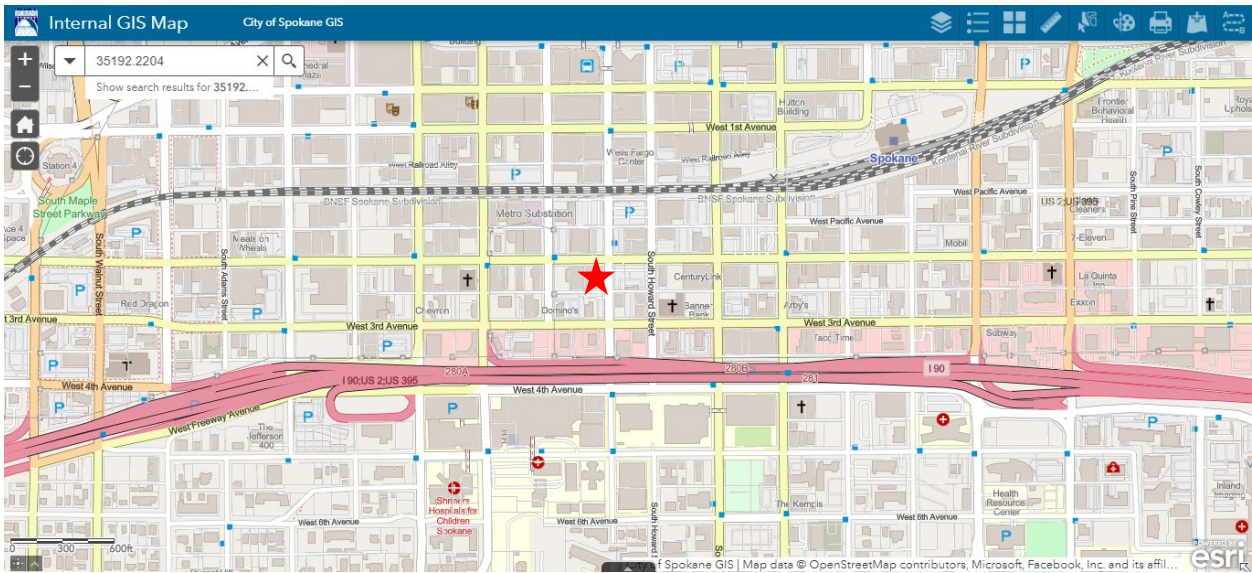


Site & Location: Jensen Byrd Riverside

320 W RIVERSIDE AVE



Site & Location: Brick on Wall Apartments



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Brick on Wall, LLC, as "Owner/Taxpayer" whose business address is 1414 S. Bernard St. Spokane, WA 99203.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

RAILROAD ADD L5 B34

Assessor's Parcel Number(s) 35192.2204, commonly known as 204 S Wall.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; --
NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner/Taxpayer intends to construct on the site, approximately 24 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner/Taxpayer's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the Spokane County Assessor's Office and removed from eligibility for the tax exemption. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer commits to renting or selling at least twenty percent of the multiple family housing units as affordable housing units to low and moderate-income households in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8).

11. If the Owner/Taxpayer converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner/taxpayer intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner/Taxpayer shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

12. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

13. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

14. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

15. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

16. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

17. The parties agree that this Agreement, the Final Certificate of Acceptance of Tax Exemption and the construction of the multiple family residential housing units referenced above shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Agreement and the Final Certificate of Acceptance of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW as set forth in ESSSB 5287

adopted by the Washington State Legislature during the 2021 Regular Session effective July 25, 2021.

18. The Owner/Taxpayer acknowledges that RCW 84.14.020 (6) authorizes an extension of the exemption period for an additional twelve-years beyond the exemption period authorized in the Final Certificate of Tax Exemption conditioned upon compliance with the Owner renting or selling at least twenty percent of the multiple family housing units as affordable housing units for low-income households as set forth in RCW 84.14.020 (6) and providing the rental relocation assistance requirements and notice provisions set forth in RCW 84.14.020 (7) and (8). It is the Owner/Taxpayer's responsibility to make a timely request the extension as set forth in RCW 84.14.020 (6). The City shall not be responsible if the Owner/Taxpayer fails to make a timely request for the extension.

19. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

20. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2022.

CITY OF SPOKANE

Brick on Wall, LLC

By: _____
Mayor, Nadine Woodward

By _____
Its: _____

Attest:

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:

07/25/2022

Date Rec'd	7/13/2022
Clerk's File #	OPR 2022-0545
Renews #	
Cross Ref #	ORD C36240
Project #	
Bid #	
Requisition #	SBO

Submitting Dept	FIRE
Contact Name/Phone	BRIAN SCHAEFFER 625-7001
Contact E-Mail	BSCHAEFFER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1440 - DOE HAZMAT EQUIPMENT GRANT

Agenda Wording

Acceptance of \$54,700 from the Department of Ecology as grant funding to be use for the procurement of equipment. Agreement No. SPPREG-2123-Spokane-00040

Summary (Background)

In June, 2021, the Spokane Fire Department applied for and was subsequently awarded \$54,700 from the Department of Ecology to be used for needed HazMat equipment. Grant period 7/1/2021 to 06/30/2023

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Revenue \$ 54,700
 Expense \$ 54,700
 Select \$
 Select \$

Budget Account

1440-93544-99999-33431
 # 1440-93544-VARIOUS
 #
 #

Approvals

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

Council Notifications

Study Session\Other	PSCHC 06/15/2021
Council Sponsor	Councilmember Kinnear

Additional Approvals

fireaccounting@spokanecity.org

Purchasing rcmathews@spokanecity.org

GRANTS, CONTRACTS & PURCHASING MURRAY, MICHELLE



Agreement No. SPPREG-2123-Spokane-00040

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

SPOKANE CITY OF

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and Spokane city of, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Needed SFD HazMat Equipment
Total Cost:	\$54,700.00
Total Eligible Cost:	\$54,700.00
Ecology Share:	\$54,700.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	06/30/2023
Project Type:	Equipment Cache Grant

Project Short Description:

The City of Spokane Fire Department, is seeking funding to purchase hazardous materials chemical detection and decontamination equipment.

Project Long Description:

The City of Spokane Fire Department is aggressively innovative but serially underfunded. Spokane Fire Department (SFD) has spent the last 20 years pushing through various adverse financial circumstances. In 2001, Washington cut the annual cap on property tax levies to 1%. This cap dramatically affected Spokane's revenue structure, forcing the City to make a \$5-\$6 million general fund budget reduction in 2004. At that time, nearly 21% of the general fund was designated to the Spokane Fire Department. Reductions cost SFD nearly \$2 million. Forty-eight positions were lost, with 29 personnel laid off. In 2009, voters rejected a desperately needed fire bond. This failed bond resulted in the loss of the capital improvement funds for facilities and critical apparatus replacements. In 2010, there was a \$5.5 million

Agreement No: SPPREG-2123-Spokane-00040
Project Title: Needed SFD HazMat Equipment
Recipient Name: Spokane city of

increase to the previous year's general city government expenses due to unfunded mandates, collective bargaining agreement impacts, and cost increases in fuel, oil, utilities, and healthcare. This created a \$7 million shortfall in the 2010 budget, overcome by accessing employee savings, non-personnel reductions, revenue increases, and use of the reserve account. A similar shortfall in 2011 resulted in the loss of 10 additional positions. The City saw an increase in the 2012 budget with the annexation of land to the west and the first new fire station placed in service in over 25 years. Twelve SFD firefighters were reinstated to staff the new station, though the increase did not provide relief to the stations that lost positions due to previous budget reductions. In 2013, SFD took action against the salary savings plan and prompted a pension payout adjustment in 2013/2014, preventing further layoffs. However, the Spokane Fire Department still lost 12 positions through attrition. In 2013, a SAFER Grant funded the recovery of the recently lost positions, allowing the SFD to staff a much-needed fire station in Spokane's remote southwest area. In 2014, 5 years after the 2009 bond failure, the Mayor and City Council finally responded to the erosion of SFD readiness due to outdated apparatus, equipment & PPE. Property taxes were raised 1% per year for six years to help fund outdated Fire and Police capital. Funds generated from this tax have allowed SFD to modernize its apparatus fleet gradually, and in 2017, the 48 positions lost in 2004 were finally re-instated by a 2015 SAFER Grant award. Spokane has not seen the explosive economic growth enjoyed by the west side of the state. SFD's budget has remained flat for four years; however, call volume has increased 3-5% per year over the same period. SFD has only met these rising demands through aggressive pursuit of grant money, creative staffing, and sacrifice when necessary. The COVID pandemic greatly impacted the Spokane Fire Department. The sudden, unexpected expense brought on by the pandemic to increase PPE, modify daily operations, and overcome staffing shortages due to COVID contamination was a sudden blow that they were not prepared for. The impact from COVID became even more remarkable as the City finances took a significant hit from a failing economy due to mass business shutdowns. The decrease in City funding impacted all City Department, including the Spokane Fire Department. The Fire Department has had to utilize the Structural Improvement Plan (SIP) loan to afford to replace expired SCBA equipment and has aggressively pursued several grants in an effort to bridge the funding gap.

SFD's Hazmat team is struggling to fund much needed chemical detection equipment. Their Hazmat equipment is currently inadequate for major chemical, biological, radiological, and nuclear (CBRN) detection at significant community events. The addition of the requested equipment will ensure SFD is a highly qualified responding unit with detection systems that ensure faster detection of chemical releases, providing the most significant degree of protection for both first responders and citizens.

Overall Goal:

The overall goal of this project is to improve local, regional, and statewide oil spill and hazardous materials response capacity through the acquisition of equipment, resources, and training to support the Recipient's emergency response role.

Agreement No: SPPREG-2123-Spokane-00040
Project Title: Needed SFD HazMat Equipment
Recipient Name: Spokane city of

RECIPIENT INFORMATION

Organization Name: Spokane city of

Federal Tax ID: 91-6001280

UEI Number: PDNCLY8MYJN3

Mailing Address: 808 W Spokane Falls Blvd
Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd
Spokane, Washington 99201

Organization Email: mpapich@spokanecity.org

Organization Fax: (509) 343-5760

Contacts

Agreement No: SPPREG-2123-Spokane-00040
 Project Title: Needed SFD HazMat Equipment
 Recipient Name: Spokane city of

<p>Project Manager</p>	<p>Robert Mathews Lt 44 W Riverside Spokane, Washington 99201-3343 Email: rcmathews@spokanecity.org Phone: (509) 625-7000</p>
<p>Billing Contact</p>	<p>Kevin Schmitt Accounting Manager 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: kschmitt@spokanecity.org Phone: (509) 625-6310</p>
<p>Authorized Signatory</p>	<p>Brian Schaeffer Fire Chief 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: bschaeffer@spokane-fire.org Phone: (509) 625-6310</p>

Agreement No: SPPREG-2123-Spokane-00040
 Project Title: Needed SFD HazMat Equipment
 Recipient Name: Spokane city of

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Spills
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Spills
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

Project Manager	<p>Laura Hayes</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: lhay461@ecy.wa.gov Phone: (425) 495-2632</p>
Financial Manager	<p>Aaron Hubler</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: ahub461@ecy.wa.gov Phone: (360) 485-5921</p>
Technical Advisor	<p>David Byers</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: dbye461@ecy.wa.gov Phone: (360) 790-6899</p>

Agreement No: SPPREG-2123-Spokane-00040
Project Title: Needed SFD HazMat Equipment
Recipient Name: Spokane city of

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

Spokane city of

By: _____

By: _____

Carlos Clements
Spills
Program Manager
Date

Brian Schaeffer
Fire Chief
Date

Template Approved to Form by
Attorney General's Office

Agreement No: SPPREG-2123-Spokane-00040
 Project Title: Needed SFD HazMat Equipment
 Recipient Name: Spokane city of

SCOPE OF WORK

Task Number: 1 **Task Cost: \$0.00**

Task Title: Project Administration

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but are not limited to: maintenance of project records, submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos), compliance with applicable procurement, contracting, and interlocal agreement requirements, application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project, and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY, all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

1. Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
2. Properly maintained project documentation

Recipient Task Coordinator: Robert Mathews

Project Administration

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

Agreement No: SPPREG-2123-Spokane-00040
 Project Title: Needed SFD HazMat Equipment
 Recipient Name: Spokane city of

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$54,700.00

Task Title: New Response Equipment and Resources

Task Description:

A. The RECIPIENT will purchase only approved, eligible response equipment, tools, and supplies in accordance with ECOLOGY's requirement outlined in the Administrative Requirements for Recipients of Ecology Grants and Loans Managed In EAGL guidebook.

B. The RECIPIENT will purchase and take possession of approved, eligible oil spill and hazardous materials response and firefighting equipment, tools, and supplies that support the described project for oil spill and hazardous materials response and firefighting capacity building as described in the funding guidelines and that has been approved by ECOLOGY.

Task Goal Statement:

Build and support spill and hazardous materials response and firefighting capacity through the purchase of approved, eligible response equipment, tools, and supplies as described in the project.

Task Expected Outcome:

1. Timely and complete implementation of the task, including the purchase and acquisition of approved, eligible response equipment, tools, and supplies.
2. Properly store and maintain response equipment, tools, and supplies.

Recipient Task Coordinator: Robert Mathews

New Response Equipment and Resources

Deliverables

Number	Description	Due Date
2.1	Purchase and receive approved, eligible equipment	06/30/2023
2.2	Schedule equipment inspection with Ecology	06/30/2023

Agreement No: SPPREG-2123-Spokane-00040
 Project Title: Needed SFD HazMat Equipment
 Recipient Name: Spokane city of

BUDGET

Funding Distribution EG220594

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Needed SFD HazMat Equipment Funding Type: Grant
 Funding Effective Date: 07/01/2021 Funding Expiration Date: 06/30/2023

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD

Type: State

Funding Source %: 100%

Description:

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Needed SFD HazMat Equipment	Task Total
Project Administration	\$ 0.00
New Response Equipment and Resources	\$ 54,700.00

Total: \$ 54,700.00

Agreement No: SPPREG-2123-Spokane-00040
 Project Title: Needed SFD HazMat Equipment
 Recipient Name: Spokane city of

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Needed SFD HazMat Equipment	0.00 %	\$ 0.00	\$ 54,700.00	\$ 54,700.00
Total		\$ 0.00	\$ 54,700.00	\$ 54,700.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

Agreement No: SPPREG-2123-Spokane-00040
Project Title: Needed SFD HazMat Equipment
Recipient Name: Spokane city of

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.frs.gov <http://www.frs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <https://sam.gov/SAM> exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

Agreement No: SPPREG-2123-Spokane-00040
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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement. RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: SPPREG-2123-Spokane-00040
Project Title: Needed SFD HazMat Equipment
Recipient Name: Spokane city of

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

Briefing Paper

Public Safety and Community Health

Division & Department:	Fire Department
Subject:	Request for approval to apply for grant
Date:	06/15/2021
Contact (email & phone):	Amanda Winchell, 509-625-7037
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Brian Schaeffer, Fire Chief
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	
Deadline:	06/29/2021
Outcome: (deliverables, delivery duties, milestones to meet)	Approve the pursuance of the Department of Ecology Oil Spill & Hazardous Materials Response and Firefighting Equipment Grant.
Background/History: The Fire Department is seeking grant funding for equipment needed for Hazardous Materials detection and expired decontamination equipment.	
Executive Summary: The Spokane Fire Department will apply for the Department of Ecology Oil Spill & Hazardous Materials Response and Firefighting Equipment Grant, in the amount of 422,939.53	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers: None.	

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

07/25/2022

Date Rec'd	7/13/2022
Clerk's File #	OPR 2019-0750
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	PAID THRU CLAIMS

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	LYNDEN SMITHSON 6283
Contact E-Mail	LSMITHSON@SPOKANECITY.ORG
Agenda Item Type	Report Item
Agenda Item Name	0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

A Contract Amendment with Stewart Estes and the Law Firm of Keating, Bucklin & McCormack, Inc., for outside counsel services and advice in the legal matter of Estate of David Novak, et. al., v. City of Spokane, et. al.

Summary (Background)

This amendment will increase the contract by \$200,000 for a contract total of \$574,500.00

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 200,000.00

Select \$

Select \$

Select \$

Budget Account

5800-78100-14780-54601

#

#

#

Approvals

Dept Head	PICCOLO, MIKE
Division Director	

Council Notifications

Study Session\Other	7/11/22 Committee
Council Sponsor	Council Member Karen Stratton

Finance	BUSTOS, KIM
----------------	-------------

Distribution List

Legal	PICCOLO, MIKE
--------------	---------------

sestes@kbmlawyers.com

For the Mayor	PERKINS, JOHNNIE
----------------------	------------------

nodle@spokanecity.org

Additional Approvals

James.Scott@davies-group.com

Purchasing	
-------------------	--

ahoban@spokanecity.org

sdhansen@spokanecity.org

jlargent@spokanecity.org



City of Spokane
**OUTSIDE COUNSEL
CONTRACT AMENDMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **KEATING, BUCKLIN & MCCORMACK, INC., P.S.**, whose address is 800 Fifth Avenue, Suite 4141, Seattle, Washington 98104-3175, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as OUTSIDE SPECIAL COUNSEL providing legal services and advice to the City regarding the matter of THE ESTATE OF DAVID NOVAK, ET. AL. v. CITY OF SPOKANE, ET. AL., and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, attested by the City Clerk on September 6, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on June 1, 2022.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)** for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **FIVE HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$574,500.00)**.

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

**KEATING, BUCKLIN &
MCCORMACK, INC., P.S.**

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



Agenda Sheet for City Council Meeting of:

07/25/2022

Date Rec'd	7/13/2022
Clerk's File #	OPR 2022-0546
Renews #	
Cross Ref #	
Project #	2021044
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 – LOW BID AWARD – RES. GRIND & OVERLAY (2021044) – TO BE DETERMINED

Agenda Wording

Low Bid of (to be determined at bid opening to be held on July 18) (City, ST) for 2021 Residential Grind and Overlay-North - \$__. An administrative reserve of \$__, which is 10% of the contract price, will be set aside. (Various Neighborhoods)

Summary (Background)

On July 18, 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 \$2,839,915.00; _____ other bids were received as follows: (to be determined). All information will be provided prior to the 7/12/2022 council meeting.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense	\$ 0
Select	\$
Select	\$
Select	\$

Budget Account

#	1990-49871-42300-54201-99999
#	
#	
#	

Approvals

Dept Head	TWOHIG, KYLE
Division Director	FEIST, MARLENE
Finance	ORLOB, KIMBERLY
Legal	ODLE, MARI
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	UE 7/11
Council Sponsor	Kinnear

Additional Approvals

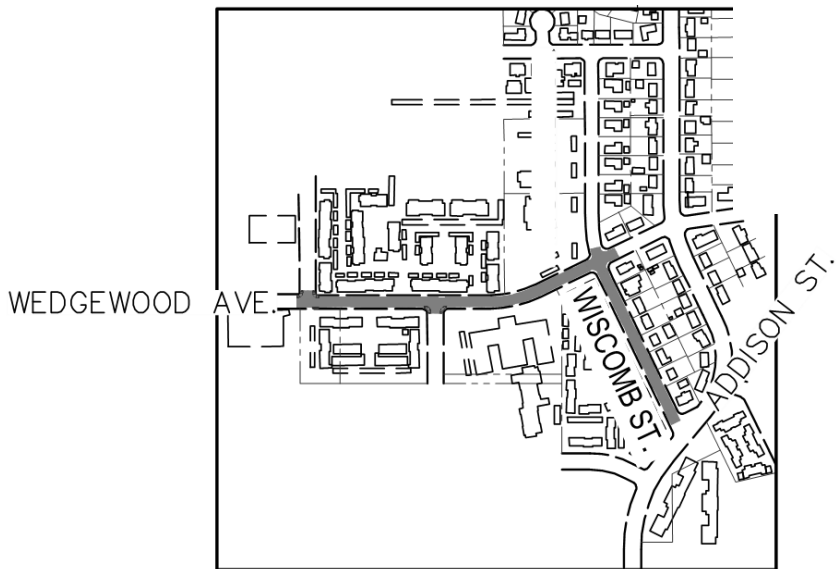
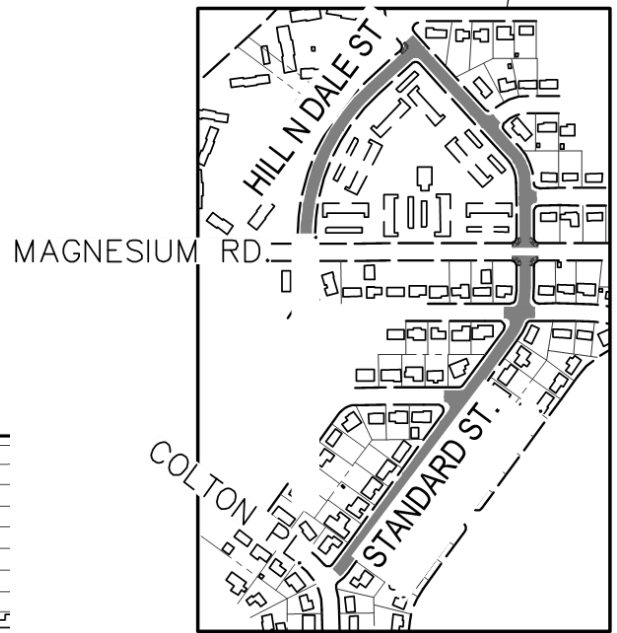
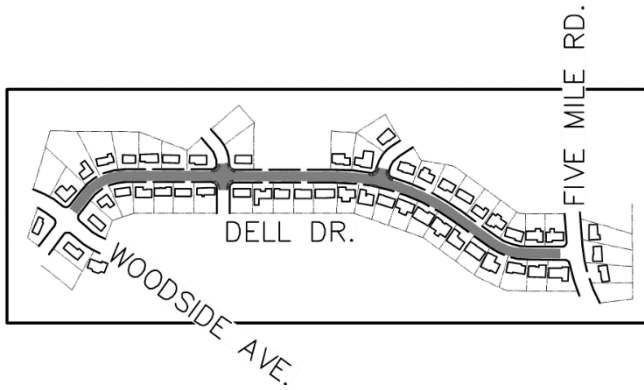
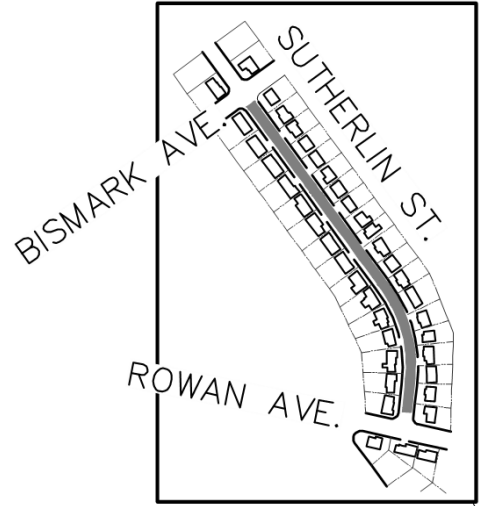
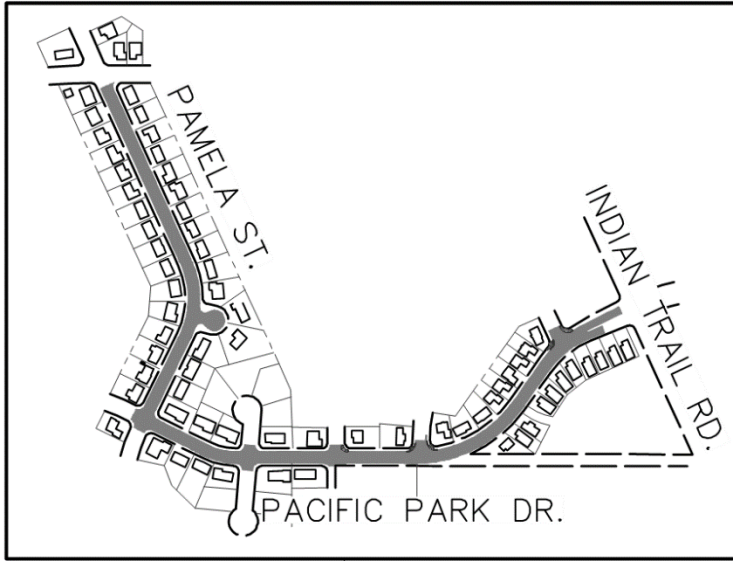
Purchasing	

Distribution List	eraea@spokanecity.org
	publicworksaccounting@spokanecity.org
	kgoodman@spokanecity.org
	jgraff@spokanecity.org
	ddaniels@spokanecity.org
	pyoung@spokanecity.org

Briefing Paper Urban Experience

Division & Department:	Public Works, Engineering
Subject:	2021 Residential Grind & Overlay (North) Project
Date:	7-11-22
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street plan
Strategic Initiative:	Innovative Infrastructure
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History:	
<ul style="list-style-type: none"> • This project/briefing paper was on the 11-22-21 PIES consent agenda. However, because that was more than 6 months ago, we are bringing this to committee again. • This project has been delayed due to staff focusing on the Cochran basin/TJ Meenach projects. • The project described herein is the north half of the annual grind and overlay project (the south half was bid earlier this year) funded by the transportation benefit district. 	
Executive Summary:	
<ul style="list-style-type: none"> • Refer to the attached exhibit for the north portion of the streets included in this year's project. • Curb ramps will also be upgraded. • Public involvement consisted of sending a letter to the property owners fronting the streets indicated on the attached exhibits during the design phase. Also, a flyer will be placed on adjacent resident front doors just prior to construction. • Residents will have access to their homes during construction which will occur in the 2022 construction season. 	
Budget Impact:	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Project Location



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

07/25/2022

Date Rec'd	7/13/2022
Clerk's File #	OPR 2021-0385
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR237700

Submitting Dept	POLICE
Contact Name/Phone	ERIC OLSEN 835-4505
Contact E-Mail	EOLSEN@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0680 JANITORIAL SERVICES CONTRACT FOR SPD

Agenda Wording

Amend current contract with ABM to allow for L&I prevailing wage increase .

Summary (Background)

City Facilities put out a Request for Bids (RFB) for janitorial services for various Spokane Police Department facilities in 2021. ABM was awarded a contract that runs through 2024 with 3 additional one-year renewal options. Prevailing wage increased by \$1.65 per hour and as such, the need to increase the cost of services needs to be adjusted to accommodate this increase. The current contract with ABM is for \$46,225.00. The prevailing wage increase is \$5,319.48 annually/\$15,958.44 through 2024.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 3,776.76

Expense \$ 1,237.32

Expense \$ 9,713.16

Expense \$ 1,231.20

Budget Account

0680-30210-21500-54906-68203

0680-30210-21500-54906-68206

0680-30210-21500-54906-68201

0680-30210-21500-54906-68205

Approvals**Dept Head** OLSEN, ERIC**Division Director** OLSEN, ERIC**Finance** SCHMITT, KEVIN**Legal** ODLE, MARI**For the Mayor** PERKINS, JOHNNIE**Council Notifications****Study Session\Other** 07/11/2022 PSHSC**Council Sponsor** CM Cathcart**Distribution List**

spdfinance@spokanepolice.org

dsteele@spokanepolice.org

Additional Approvals**Purchasing**

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Police
Contact Name & Phone	Michelle Loucks 509-625-4055
Contact Email	dloucks@spokanepolice.org
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	ABM Contract amendment
Summary (Background)	<p>City Facilities put out a Request for Bids (RFB) for janitorial services for various Spokane Police Department facilities in 2021. ABM was awarded a contract that runs through 2024 with 3 additional one-year renewal options.</p> <p>Earlier this year, L&I increased prevailing wage by \$1.65 per hour and as such, the need to increase the cost of services needs to be adjusted to accommodate this increase.</p> <p>Additionally, SPD will be moving into the new location of the South Precinct, the former East Central Library. That facility will need to be added to the contract for cleaning.</p> <p>The current contract with ABM is for \$46,225.00. The prevailing wage increase is \$443.29 per month or an annual increase of \$5,319.48. The additional cost of adding on the new facility is \$, bringing the total amendment cost increase of the contract to \$.</p>
Proposed Council Action & Date:	Approval of contract renewal – July 25th
Fiscal Impact: Total Cost: \$XXXX 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: SPD General Fund budget 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?

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?



Onsite Services
112 N. Altamont St.
Spokane, WA 99202
Office: (509) 535-2022
Fax: (509) 534-5074

6/16/2022

Dear Laura,

Here is the YOY pricing comparison that you requested

Thru 5/31/2022:

4018	1079	SPD - Gardner Facility - \$897.63
4018	1080	SPD - Alki Facility - \$548.93
4018	1081	SPD - Academy - \$1,725.19
4018	1082	SPD - North Precinct - \$320.30
Total - \$3,492.05		

As of 6/1/22:

4018	1079	SPD - Gardner Facility - \$1,002.54
4018	1080	SPD - Alki Facility - \$583.30
4018	1081	SPD - Academy - \$1,995.00
4018	1082	SPD - North Precinct - \$354.50
Total - \$3,935.34		

Total monthly increase is \$443.29. Total annual increase is \$5,319.48.

Thank you,

Wendi Cox

Senior Associate, Operations
ABM Onsite Services
112 N Altamont St.
Spokane WA 99202
509-535-2022



City of Spokane
**PREVENTATIVE MAINTENANCE
AGREEMENT**
**Title: JANITORIAL SERVICES FOR SPOKANE
POLICE DEPARTMENT PROPERTIES**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ABM INDUSTRY GROUPS, LLC**, whose address is 112 North Altamont, 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 Janitorial Services for Spokane Police Department Properties; and

WHEREAS, the Contractor was selected through RFB 21-105.

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK.

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 Janitorial Services for Spokane Police Department Properties, Request for Bid 21-105 and Addendum No. 1, which is attached as Exhibit A. In the event of a conflict or discrepancy in the Contract documents, this City Purchases Service Contract controls.

2. TERM OF CONTRACT.

The term of this Contract begins on June 1, 2021, and shall run through May 31, 2024, unless amended by written agreement or terminated earlier under the provisions. This Contract may be extended by written agreement of the parties not to exceed three (3) additional one year contract periods.

3. COMPENSATION / PAYMENT.

Total annual compensation for Contractor's services under this Contract shall not exceed **FORTY-SIX THOUSAND TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$46,225.00)**, plus applicable sales tax, unless modified by a written amendment to this Contract.

The Contractor shall submit its applications for payment to City of Spokane Facilities Management Department, Second, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law. 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.

4. 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.

5. PREVENTATIVE MAINTENANCE.

The following Preventative Maintenance requirements apply to the Work under this Agreement:

A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.

B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** For contracts in excess of \$10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

C. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

6. 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 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.

7. 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.

8. 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 Consultant's/Contractor's/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 Contractor, 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.

9. 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 sixty (60) 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 sixty (60) 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. CONSTRUAL.

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.

17. 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.

18. 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.

19. 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.

ABM INDUSTRY GROUPS, LLC

CITY OF SPOKANE

DocuSigned by:
By Karl Bowen
Signature 41995F7B73AF146E... Date 6/4/2021

DocuSigned by:
By Tonya Wallace
Signature 095812B631244E9... Date 6/4/2021

Karl Bowen
Type or Print Name

Tonya Wallace
Type or Print Name

Branch Manager
Title

Chief Financial Officer
Title

Attest:

Approved as to form:

DocuSigned by:
[Signature]
City Clerk CC56CBA4DCC84D6...

DocuSigned by:
Timothy Szambelan
Assistant City Attorney 4955F13210147...

Attachments that are part of this Contract:

- Exhibit A – Certification Regarding Debarment
- Exhibit B - ABM Industry Groups, LLC Bid, dated May 28, 2021
- Certification of Compliance with Wage Payment Statutes

DS



**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.

<u>ABM Industry Groups, LLC.</u> Name of Subrecipient / Contractor / Consultant (Type or Print)	_____ Program Title (Type or Print)
<u>Karl Bowen</u> Name of Certifying Official (Type or Print)	DocuSigned by:  Signature ID: CCF7B73AF148E...
<u>Branch Manager</u> Title of Certifying Official (Type or Print)	<u>6/4/2021</u> Date (Type or Print)



City of Spokane Invitation To Bid for PW Ordinary Maintenance

BID

TO: CITY OF SPOKANE, WASHINGTON
 PROJECT NAME: RFB 21-105 Janitorial Services for SPD Properties

BIDDER'S DECLARATION. The undersigned bidder 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 signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER. The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID:	\$ <u>3,492.05 per month</u>	North Precinct Carpet Cleaning	
SALES TAX (8.9 %)	\$ <u>0</u>	(Include Retail Sales Tax)	\$520.00 per occurrence
TOTAL BASE BID PRICE:	\$ <u>3,492.05 per month</u>	Gardner Carpet Cleaning	
TRENCH SAFETY SYSTEM, if excavation greater than four feet (4') deep:	\$ <u>N/A</u>	(Include Retail Sales Tax)	\$1,640.00 per occurrence
		Alt 3 Description or Delete	
		(Include Retail Sales Tax)	\$

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No.	<u>ABMONOS832J6</u>
U.B.I. Number	<u>604 075 772</u>
Washington Employment Security Department Number	<u>691822-00-0</u>
Washington Excise Tax Registration Number	<u>604 075 772</u>
City of Spokane Business Registration Number	<u>604 075 772</u>

ADDENDA. The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal.

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

The undersigned Bidder 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 judgment 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.

FIRM NAME: ABM Industry Groups, LLC
 SIGNATURE: *[Signature]*
 TITLE: Senior District Manager PHONE: 509.435.6653
 ADDRESS: 112 North Altamont Street, Spokane, WA 99202



City of Spokane Invitation To Bid for PW Ordinary Maintenance

SUBCONTRACTOR LIST OPTIONAL USE

PROJECT TITLE: RFB 21-105 Janitorial Services for SPD Properties

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE: (USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER N/A

TYPE OF WORK/BID ITEM N/A

AMOUNT \$ N/A

CONTRACTOR'S REGISTRATION NO. N/A

CONTRACTOR/SUPPLIER N/A

TYPE OF WORK/BID ITEM N/A

AMOUNT \$ N/A

CONTRACTOR'S REGISTRATION NO. N/A

CONTRACTOR/SUPPLIER N/A

TYPE OF WORK/BID ITEM N/A

AMOUNT \$ N/A

CONTRACTOR'S REGISTRATION NO. N/A

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

5.28.2021

Dave Dago

Date

Signature of Authorized Representative

CITY OF SPOKANE REQUEST FOR QUOTE

**QUOTE NAME: JANITORIAL SERVICE FOR SPOKANE POLICE DEPT-ACADEMY
BLDG – 2362 N Waterworks**

PART I: PRICING

The purpose of this Request for Quote is to invite quotes to provide the City of Spokane Police Department with janitorial services at four locations: Gardner, Alki, Academy and North Precinct.

Extent of Service	Each Visit	Weekly	Monthly	Qtly	Per Request	Initial
ACADEMY						
General Office Area						
Gather all waste paper and garbage and take out to designated area.	XX					PP
Sweep/mop all hard floor surfaces	XX					PP
Vacuum all carpeted Flooring	XX					PP
Dust all counters, file cabinets & telephones	XX					PP
Dust chairs, desks, tables & office furniture	XX					PP
Dust ledges, flat surfaces & pictures	XX					PP
Properly arrange furniture	XX					PP
Lock designated doors, office doors upon completion of cleaning.	XX					PP
Dust and remove debris from metal entrance thresholds.		XX				PP
Dust High reach areas including shelves, ledges, vents and HVAC grills			XX			PP
Dust window blinds			XX			PP
Spot clean carpets		XX				PP
Clean baseboards, carpet edges and corners			XX			PP

Clean entrance door glass and internal window glass	XX					PP
Vacuum upholstered furniture			XX			PP

Kitchen/Employee Break Rooms

Remove all trash from receptacles, take out to designated area and replace with clean plastic liners if necessary	XX					PP
Sweep and wet mop floors with an approved disinfectant	XX					PP
Clean and sanitize counter tops, tables, chairs, cabinet exteriors, fixtures	XX					PP
Clean and sanitize all sinks	XX					PP
Damp wipe interior and exterior of microwave ovens	XX					PP
Wipe exterior of refrigerator	XX					PP
Vacuum all carpeted areas and area rugs	XX					PP
Edge vacuum carpet (where upright doesn't reach)		XX				PP
Spot clean carpets			XX			PP
Dust high and low surfaces			XX			PP

Restrooms

Gather all waste materials and take out to designated area	XX					PP
Clean restroom mirrors	XX					PP
Clean and sanitize sinks, counters, fixtures and chrome	XX					PP

Clean and sanitize toilets, toilet seats and urinals	XX					PD
Clean and refill all restroom dispensers from stock	XX					PD
Mop/wash floors with disinfectant	XX					PD
Spot wash restroom walls, partitions and doors		XX				PD
TOTAL PRICE QUOTE	\$ 1,725.19 per month	Included	Included			PD

CITY OF SPOKANE REQUEST FOR QUOTE

**QUOTE NAME: JANITORIAL SERVICE FOR SPOKANE POLICE DEPT-PROPERTY
BLDG 4010 E Alki**

PART I: PRICING

The purpose of this Request for Quote is to invite quotes to provide the City of Spokane Police Department with janitorial services at four locations: Gardner, Alki (Property), Academy and North Precinct.

Extent of Service	Each Visit	Weekly	Monthly	Qtly	Per Request	Initial
ALKI (PROPERTY)						
General Office Area						
Gather all waste paper and garbage and take out to designated area.	XX					PP
Damp mop ceramic and resilient floors		XX				PP
Vacuum all carpets at entry doors	XX					PP
Clean and sanitize telephones		XX				PP
Dust chairs, desks, tables & office furniture	XX					PP
Dust window ledges, tops of partitions and other low reach areas		XX				PP
Properly arrange furniture	XX					PP
Lock designated doors, office doors upon completion of cleaning.	XX					PP
Dust and remove debris from metal entrance thresholds.		XX				PP
Dust High reach areas including shelves, ledges, vents and HVAC grills			XX			PP
Dust window blinds			XX			PP
Spot clean carpets		XX				PP

Clean baseboards, carpet edges and corners			XX			PP
Clean entrance door glass and internal bullet-proof glass and window glass	XX					PP
Vacuum upholstered furniture			XX			PP

Kitchen/Lunch Room Area						
Remove all trash from receptacles, take out to designated area and replace with clean plastic liners if necessary	XX					PP
Sweep and wet mop floors with an approved disinfectant	XX					PP
Clean and sanitize counter tops, tables, chairs, cabinet exteriors, fixtures	XX					PP
Clean and sanitize all sinks	XX					PP
Damp wipe interior and exterior of microwave ovens	XX					PP
Wipe exterior of refrigerator	XX					PP
Vacuum all carpeted areas and area rugs	XX					PP
Edge vacuum carpet (where upright doesn't reach)		XX				PP
Spot clean carpets			XX			PP
Dust high and low surfaces			XX			PP
Restrooms						
Gather all waste materials and take out to designated area	XX					PP
Clean restroom mirrors	XX					PP

Clean and sanitize sinks, counters, fixtures and chrome	XX					PP
Clean and sanitize toilets, toilet seats and urinals	XX					PP
Clean and refill all restroom dispensers from stock	XX					PP
Mop/wash floors with disinfectant	XX					PP
Spot wash restroom walls, partitions and doors		XX				PP
TOTAL PRICE QUOTE	\$ 548.93 per month	Included	Included			PP

CITY OF SPOKANE REQUEST FOR QUOTE

**QUOTE NAME: JANITORIAL SERVICE FOR SPOKANE POLICE DEPT-NORTH
PRECINCT 5124 N Market**

PART I: PRICING

The purpose of this Request for Quote is to invite quotes to provide the City of Spokane Police Department with janitorial services at four locations: Gardner, Alki, Academy and **North Precinct**.

Extent of Service NORTH PRECINCT	Each Visit	Weekly	Monthly	Qtly	Per Request	Initial
General Office Area						
Gather all waste paper and garbage and take out to designated area.	XX					PP
Sweep/mop all hard floor surfaces	XX					PP
Vacuum all carpeted Flooring	XX					PP
Damp mop ceramic/resilient floors	XX					PP
Dust chairs, desks, tables & office furniture	XX					PP
Dust ledges, flat surfaces & pictures	XX					PP
Properly arrange furniture	XX					PP
Lock designated doors, office doors upon completion of cleaning.	XX					PP
Dust and remove debris from metal entrance thresholds.		XX				PP
Dust High reach areas including shelves, ledges, vents and HVAC grills			XX			PP
Dust window blinds			XX			PP
Spot clean carpets		XX				PP
Clean baseboards, carpet edges and corners			XX			PP

Clean entrance door glass and internal window glass	XX					PP
Vacuum upholstered furniture			XX			PP

Kitchen/Employee Break Rooms

Remove all trash from receptacles, take out to designated area and replace with clean plastic liners if necessary	XX					PP
Sweep and wet mop floors with an approved disinfectant	XX					PP
Clean and sanitize counter tops, tables, chairs, cabinet exteriors, fixtures	XX					PP
Clean and sanitize all sinks	XX					PP
Damp wipe interior and exterior of microwave ovens	XX					PP
Wipe exterior of refrigerator	XX					PP
Vacuum all carpeted areas and area rugs	XX					PP
Edge vacuum carpet (where upright doesn't reach)		XX				PP
Spot clean carpets			XX			PP
Dust high and low surfaces			XX			PP

Restrooms

Gather all waste materials and take out to designated area	XX					PP
Clean restroom mirrors	XX					PP
Clean and sanitize sinks, counters, fixtures and chrome	XX					PP

Clean and sanitize toilets, toilet seats and urinals	XX					PP
Clean and refill all restroom dispensers from stock	XX					PP
Mop/wash floors with disinfectant	XX					PP
Spot wash restroom walls, partitions and doors		XX				PP
TOTAL PRICE QUOTE	\$ 320.30 per month	Included	Included			PP

CITY OF SPOKANE REQUEST FOR QUOTE

**QUOTE NAME: JANITORIAL SERVICE FOR SPOKANE POLICE DEPT-GARDNER
BLDG 1427 W Gardner**

PART I: PRICING

The purpose of this Request for Quote is to invite quotes to provide the City of Spokane Police Department with janitorial services at four locations: Gardner, Alki, Academy and North Precinct.

Extent of Service	Each Visit	Weekly	Monthly	Qtly	Per Request	Initial
GARDNER						
General Office Area						
Gather all waste paper and garbage and take out to designated area.	XX					PP
Sweep/mop all hard floor surfaces	XX					PP
Vacuum all carpeted Flooring	XX					PP
Dust all counters, file cabinets & telephones	XX					PP
Dust chairs, desks, tables & office furniture	XX					PP
Dust ledges, flat surfaces & pictures	XX					PP
Properly arrange furniture	XX					PP
Lock designated doors, office doors upon completion of cleaning.	XX					PP
Dust and remove debris from metal entrance thresholds.		XX				PP
Dust High reach areas including shelves, ledges, vents and HVAC grills			XX			PP
Dust window blinds			XX			PP
Spot clean carpets		XX				PP
Clean baseboards, carpet edges and corners			XX			PP

Clean entrance door glass and internal window glass	XX					PP
Vacuum upholstered furniture			XX			PP

Kitchen/Employee Break Rooms

Remove all trash from receptacles, take out to designated area and replace with clean plastic liners if necessary	XX					PP
Sweep and wet mop floors with an approved disinfectant	XX					PP
Clean and sanitize counter tops, tables, chairs, cabinet exteriors, fixtures	XX					PP
Clean and sanitize all sinks	XX					PP
Damp wipe interior and exterior of microwave ovens	XX					PP
Wipe exterior of refrigerator	XX					PP
Vacuum all carpeted areas and area rugs	XX					PP
Edge vacuum carpet (where upright doesn't reach)		XX				PP
Spot clean carpets			XX			PP
Dust high and low surfaces			XX			PP

Restrooms

Gather all waste materials and take out to designated area	XX					PP
Clean restroom mirrors	XX					PP
Clean and sanitize sinks, counters, fixtures and chrome	XX					PP

Clean and sanitize toilets, toilet seats and urinals	XX					PP
Clean and refill all restroom dispensers from stock	XX					PP
Mop/wash floors with disinfectant	XX					PP
Spot wash restroom walls, partitions and doors		XX				PP
TOTAL PRICE QUOTE	\$ 897.63 per month	Included	Included			PP



CITY OF SPOKANE – PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
509-625-6251

NADINE WOODWARD
MAYOR
May 25, 2021

ADDENDUM NO.1

RFB #21-105 SPD Janitorial

This Addendum is being issued to distribute information and questions/answers presented at the pre-bid meeting and emailed.
Please remember to sign and attach all addendums to your bid packet.

North Precinct:

Vacuum offices if open. Detective restrooms will need to be opened by SPD staff.
Please schedule cleaning for Monday mornings.
Add a 'per cleaning' price under Alt 1 for carpet cleaning on bid sheet.

Property Bldg:

Must use soap & water for bullet proof glass (no chemical cleaner)
Cleaning staff will be supervised throughout.
Schedule – Tues and Thurs Bldg opens at 6:30 am, need to be finished by 5pm

Q. Is there place to store vacuum, supplies, etc?

A. Yes

Academy:

Not detailed in scope, but addressed in walk thru – clean training rooms 1 & 2, staff break room, offices, and hall
Schedule – 5 days a week, start time after 8 pm.

Q. Verify, locker area in men's – clean from baseboard, down to floor?

A. Yes.

Gardner:

Add a 'per cleaning' price under Alt 2 for carpet cleaning on bid sheet.
Schedule – Twice a week, during normal business hours

Laura Aga

Contracts/Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

ABM Industry Groups, LLC

Company

Authorized Signature



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 (INSERT 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.

ABM Industry Groups, LLC.

Bidder's Business Name

DocuSigned by:

Karl Bowen

Signature of Authorized Official*

Karl Bowen

Printed Name

Branch Manager

Title

6/4/2021

Date

Spokane

City

WA

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

Delaware

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

NA

** 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*

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

07/25/2022

Date Rec'd	7/13/2022
Clerk's File #	OPR 2021-0299
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR237670

Submitting Dept	POLICE
Contact Name/Phone	SHAWNA ERNST 625-4106
Contact E-Mail	SERNST@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0680 SOFTWARE CONTRACT RENEWAL FOR CELLEBRITE

Agenda Wording

Renew Cellebrite software for digital forensics. Funding for this was previously approved on April 25th using state drug forfeiture funding

Summary (Background)

After a search warrant has been authorized, Cellebrite products allow for the acquisition of digital evidence from iOS and Android devices. The tool is used by the SPD digital forensics lab in collaboration with SPD investigators. Cellebrite is used extensively in drug trafficking, homicide and sex crimes investigations

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 63,128.53

Select \$

Select \$

Select \$

Budget Account

1560-17200-21250-54820-68074

#

#

#

Approvals**Dept Head** OLSEN, ERIC**Division Director** OLSEN, ERIC**Finance** SCHMITT, KEVIN**Legal** ODLE, MARI**For the Mayor** PERKINS, JOHNNIE**Council Notifications****Study Session\Other** 07/11/2022 PSCHC**Council Sponsor** CM Cathcart**Distribution List**

spdfinance@spokanepolice.org

sernst@spokanepolice.org

Additional Approvals**Purchasing** WAHL, CONNIE

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

04/25/2022

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

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

Agenda Wording

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

Summary (Background)

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

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 65,000
Expense \$ 9,650
Select \$
Select \$

Budget Account

1560-17200-21250-54820-99999
1560-17200-94000-56412-99999

#

Approvals

Dept Head	HAMMOND, JENNIFER
Division Director	HAMMOND, JENNIFER
Finance	SCHMITT, KEVIN
Legal	PICCOLO, MIKE
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	PSCHC Meeting 04/11/2022
Council Sponsor	CATHCART/BINGLE
Distribution List	spdfinance
	MMCNAB

Additional Approvals

Purchasing	
MANAGEMENT & BUDGET	INGIOSI, PAUL

PASSED BY
SPOKANE CITY COUNCIL:

4/25/2022
[Signature]
CITY CLERK

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Major Mike McNab 835-4514
Contact Email	mmc nab@spokanepolice.org
Council Sponsor(s)	Councilman Cathcart, Councilman Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Software purchase & SBO from state drug forfeiture funding
Summary (Background)	<p>The police department was allocated \$150,500 out of its state drug forfeiture account in the 2022 budget for legal services, confidential funds, and undercover vehicles. The current balance of state drug forfeiture funds after 2022 allocations is \$575,431. The police department would like to renew their subscription for Cellebrite Premium mobile device analysis software for \$65,000 (previously funded by grant money) and a vehicle mounted camera system for the armored vehicle for \$9,650.</p> <p>After a search warrant has been authorized, Cellebrite Premium allows for the acquisition of digital evidence from iOS and Android devices. The tool is used by the SPD digital forensics lab in collaboration with SPD investigators. Cellebrite Premium is used extensively in drug, homicide and sex crimes investigations. Recently, evidence acquired from Cellebrite Premium led to a 19-year plea bargain in a federal human trafficking and production of child pornography case. Cellebrite Premium allows for unlocking of encrypted devices and evidence acquisition from the most modern iOS and Android phones. Without Cellebrite Premium, the SPD digital forensics lab would be unable to acquire evidence in many cases or be required to send devices out to for analysis, an expense of over \$2,000 per phone.</p>
Proposed Council Action & Date:	Approval on April 25, 2022
Fiscal Impact: Total Cost: \$74,650 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: State forfeiture funds Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
<p>Nearly all criminal investigations have evidence contained on a mobile device. Mobile device analysis software serves all populations in our community who are victimized by crime. This technology allows investigators to quickly solve serious violent, drug, and property crimes where legal authority for accessing the devices has been established.</p>	

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

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

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

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

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

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

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

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

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

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

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

ORDINANCE NO C36194

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

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Forfeitures & Contributions fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

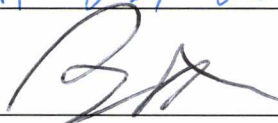
The City of Spokane does ordain:

Section 1. That in the budget of the Forfeitures & Contributions Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

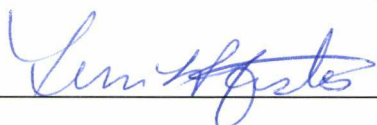
- 1) Increase appropriations by \$74,650
 - A) Of the increased appropriation; \$74,650 of the increase is to be used for the procurement of mobile device analysis software and a vehicle mounted camera system.
 - B) The increased appropriation is funded from unappropriated reserves in the Forfeitures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

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to procure mobile device analysis software and vehicle camera system, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council April 25, 2022



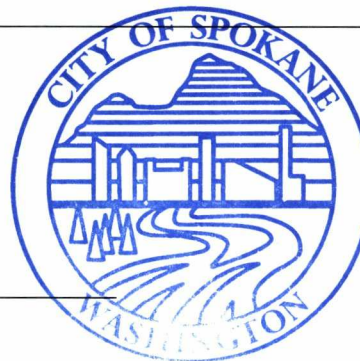
Council President

Attest: 

City Clerk

Approved as to form: 

Assistant City Attorney





Mayor

5/2/22

Date

May 2, 2022

Effective Date

GOVERNMENT - PRICE QUOTATION



CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Shawna Ernst
 Law Enforcement Technology and Operations Manager
 Spokane Police Department
 1100 W. Mallon Ave
 Spokane, WA 99260 USA

FROM: Amber Maggard
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: sernst@spokanepolice.org

EMAIL: Amber.Maggard@carahsoft.com

PHONE: (509) 625-4106

PHONE: (571) 662-3809

FAX: (703) 871-8505

TERMS: GSA Schedule No: 47QSWA18D008F
 Term: August 22, 2018 - August 21, 2023
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 UEI: DT8KJHZXVJH5
 Business Size: Other than Small
 Sales Tax May Apply

QUOTE NO: 28031273
QUOTE DATE: 05/04/2022
QUOTE EXPIRES: 06/03/2022
RFQ NO:
SHIPPING: GROUND
TOTAL PRICE: \$57,237.18
SHIPPING AMOUNT: \$740.00
WA Tax \$5,151.35

TOTAL QUOTE: \$63,128.53

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
1	B-AIS-02-070	Premium Term Based Unlimited iOS Cellebrite Inc. - B-AIS-02-070 Start Date: 05/01/2022 End Date: 04/30/2023 : SN: 1214474820	\$0.00	\$0.00 -	1	\$0.00
2	U-AIS-02-063	Premium Unlimited iOS Cellebrite Inc. - U-AIS-02-063 Start Date: 05/01/2022 End Date: 04/30/2023 : SN: 1214474820	\$24,990.00	\$24,490.20 -	1	\$24,490.20
3	U-AIS-02-066	Premium Android Action Cellebrite Inc. - U-AIS-02-066 Start Date: 05/01/2022 End Date: 04/30/2023 : SN: 1214474820	\$425.00	\$416.50 -	20	\$8,330.00
4	U-AIS-02-100	CAS Unlock for Premium Package Please note, shipping charges are paid for in advance for the CAS unlock services on behalf of Cellebrite. Cellebrite Inc. - U-AIS-02-100	\$1,500.00	\$1,470.00 -	5	\$7,350.00
5	S-UFD-15-004	UFED Cloud SW Renewal Cellebrite Inc. - S-UFD-15-004 Start Date: 05/01/2022 End Date: 04/30/2023 : SN: 812442709	\$2,625.00	\$2,572.50 -	1	\$2,572.50
5	S-BLB-02-001	Inspector SW Renewal Annual Cellebrite Inc. - S-BLB-02-001 Start Date: 05/01/2022 End Date: 04/30/2023 : SN: BBT4000004504	\$995.00	\$982.46 GSA	1	\$982.46

GOVERNMENT - PRICE QUOTATION



CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	GSA	QTY	EXTENDED PRICE
6	S-UFD-16-021	Pathfinder Desktop SW Renewal - Annual Cellebrite Inc. - S-UFD-16-021 Start Date: 05/01/2022 End Date: 04/30/2023 : SN's: 488103949,1838093872	\$2,500.00	\$2,468.51	GSA	2	\$4,937.02
7	A-SOW-11-003	UFED 4PC Ultimate Software Renewal Cellebrite Inc. - A-SOW-11-003 Start Date: 03/10/2022 End Date: 03/09/2023 : SN's: 488103949,1838093872	\$4,300.00	\$4,214.00	-	2	\$8,428.00
8	F-KAS-00-001	UFED Dongle Kit Cellebrite Inc. - F-KAS-00-001	\$75.00	\$73.50	GSA	2	\$147.00
SUBTOTAL:							\$57,237.18

TOTAL PRICE:	\$57,237.18
SHIPPING AMOUNT:	\$740.00
WA Tax:	\$5,151.35
TOTAL QUOTE:	\$63,128.53

SN's: 1214474820, 812442709, BBT4000004504, 488103949, 1838093872

Please note, shipping charges are paid for in advance for the CAS unlock services on behalf of Cellebrite.

Carahsoft/Cellebrite Premium Prerequisites Document must be signed prior to Carahsoft processing a purchase order.



CITY OF SPOKANE
POLICE DEPARTMENT

CONTRACT RENEWAL

Title: PURCHASE AND SUPPORT OF
FORENSIC SOFTWARE

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE POLICE DEPARTMENT** as ("City"), a Washington municipal corporation, and **CARAHSOFT TECHNOLOGY CORP.**, whose address is 11493 Sunset Hill Road, Reston, Virginia 20190, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Purchase and Contract for Annual Support of Cellebrite Forensic Software; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal Document.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated April 8, 2021, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on March 1, 2022 and shall run through February 28, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SIXTY-THREE THOUSAND ONE HUNDRED TWENTY-EIGHT AND 53/100 DOLLARS (\$63,128.53)**, and applicable sales tax, in accordance with Company's Quote Number 28031273, dated May 4, 2022, attached as Attachment B, for everything furnished and done under this Contract Renewal. 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 Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

CARAHSOFT TECHNOLOGY CORP.

**CITY OF SPOKANE
POLICE DEPARTMENT**

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:

Attachment A – Certification Regarding Debarment

Attachment B - Company's Quote Number 28031273, dated May 4, 2022

**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.

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

ATTACHMENT B



Agenda Sheet for City Council Meeting of:
07/25/2022

Date Rec'd	7/13/2022
Clerk's File #	ORD C36240
Renews #	
Cross Ref #	OPR 2022-0545
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	BRIAN SCHAEFFER 625-7001
Contact E-Mail	BSCHAEFFER@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	1440 - SBO FOR HAZMAT EQUIPMENT GRANT

Agenda Wording

Special budget ordinance to recognize newly awarded Dept. of Ecology grant to be used for the procurement of equipment for the SFD Hazmat unit.

Summary (Background)

In June, 2021, the Spokane Fire Department applied for and was subsequently awarded \$54,700 from the Department of Ecology to be used for needed HazMat equipment. Grant period ended 06/30/2023

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue	\$ 54,700
Expense	\$ 54,700
Select	\$
Select	\$

Budget Account

#	1440-93544-99999-33431
#	1440-93544-VARIOUS
#	
#	

Approvals

Dept Head	SCHAEFFER, BRIAN
Division Director	SCHAEFFER, BRIAN
Finance	MURRAY, MICHELLE
Legal	PICCOLO, MIKE
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	Public Safety 07/11/2022
Council Sponsor	Councilmember Kinnear/Zappone

Distribution List

kschmitt@spokanecity.org
bschaeffer@spokanecity.org
fireaccounting@spokanecity.org
rcmathews@spokanecity.org

Additional Approvals

Purchasing

MANAGEMENT & BUDGET

INGIOSI, PAUL

Committee Agenda Sheet Finance & Administration

Submitting Department	Spokane Fire Department
Contact Name & Phone	Brian Schaeffer
Contact Email	bschaeffer@spokanecity.org
Council Sponsor(s)	Councilmember Kinnear/Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	SBO to accept Dept. of Ecology grant for Hazmat team equipment
Summary (Background)	<p>In June, 2021, the Spokane Fire Department applied for and was subsequently awarded \$54,700 from the Department of Ecology to be used for needed HazMat equipment.</p> <p>Special Budget Ordinance is required to recognize both grant reimbursement revenue and additional grant expenditures.</p>
Proposed Council Action & Date:	Approval of SBO – June 6 th
Fiscal Impact:	<p>Total Cost:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Dept. of Ecology grant award SPPREG-2123-Spokane-00040</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts	<p>What impacts would the proposal have on historically excluded communities?</p> <p>N/A</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>N/A</p>

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?

ORDINANCE NO C36240

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 Fire Grants Misc. 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 Fire Grants Misc. fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriations by \$54,700
 - A. Of the increased appropriations, \$54,700 will be used for the purchase of equipment for the SFD Hazmat unit
- 2) Increase revenues by \$54,700
 - A. Revenue will be received from Dept. of Ecology on a reimbursement basis per grant award.

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 budget for the Dept. of Ecology hazmat equipment grant award, 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:
07/25/2022

Date Rec'd	7/13/2022
Clerk's File #	RES 2022-0067
Renews #	

Submitting Dept	DSC, CODE ENFORCEMENT &	Cross Ref #	
Contact Name/Phone	ELDON BROWN 6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	4700 - RESOLUTION TO MODIFY RETAIL WATER SERVICE AREA		

Agenda Wording
A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Numbers 26212.9017, 26212.9019, 24051.0402, 24051.0403, 24051.0408, 24053.9057, 24082.9063 and 24082.9087.

Summary (Background)
Property owners in Spokane County are requesting modification of the City of Spokane's Retail Water Service Area Boundary to include certain properties located in the West Plains and Northwest Terrace Pressure Zones. Presently, these properties are located in the City's Future Service Area but outside the Retail Water Service Area.

Lease? NO	Grant related? NO	Public Works? YES
Fiscal Impact		Budget Account
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	MACDONALD, STEVEN	Study Session\Other	PIES Committee Meeting
Division Director	MACDONALD, STEVEN	Council Sponsor	CM Cathcart and Bingle
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	SCHOEDEL, ELIZABETH	ebrown@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	tpalmquist@spokanecity.org	
Additional Approvals		smacdonald@spokanecity.org	
Purchasing		kkuchlenz@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Once included in the Retail Water Service Area, certain water infrastructure improvements listed in the City's Capital Improvement Program must be constructed and operational prior to the City being able to serve said properties.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

RESOLUTION 2022-0067

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area (RWSA) to include Spokane County Parcel Numbers 26212.9017; 26212.9019; 24051.0402; 24051.0403; 24051.0408; 24053.9057; 24082.9063; 24082.9087 and authorizing the amendment of the City's RWSA map on file with the Washington State Department of Health.

WHEREAS, pursuant to the Washington State Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas, retail water service areas, and future water service areas; and

WHEREAS, the above listed parcels have requested inclusion into the City's retail water service for consideration of future water service connection, subject to the City's policies and procedures for providing water service; and

WHEREAS, the above listed parcels are located within the Urban Growth Area (UGA) Boundary and/or joint planning areas and comply with the applicable comprehensive planning documents for their property locations; and

WHEREAS, the above listed parcels are located within the City's Future Water Service Area, but are located outside the current RWSA, as defined in the latest Retail Water Service map; and

WHEREAS, the Spokane Municipal Code requires City Council amendment to expand the RWSA; and

WHEREAS, Parcel Numbers 26212.9017 and 26212.9019 are located in the Northwest Terrace Pressure Zone and Parcel Numbers 24051.0402; 24051.0403; 24051.0408; 24053.9057; 24082.9063 and 24082.9087 are located in the West Plains Pressure Zone; and

WHEREAS, while the City has determined that additional water infrastructure improvements, i.e. booster stations / tanks / transmission mains must be constructed and operating prior to approving any new request for a service connection in the Northwest Terrace and West Plains Pressure Zones, said infrastructure has been approved by City Council in the Resolution Modifying RWSA Map

approved 2022-2027 Citywide Capital Improvement Program for service in a timely and reasonable manner; and

WHEREAS, the property owners of the above listed parcels understand and have agreed expansion of the RWSA to include said properties will require additional evaluation of any request for water service and have agreed to comply with the City's design and construction requirements, including signing an annexation covenant; and

WHEREAS, the City Council of the City of Spokane after careful consideration of the specific facts associated with the properties, finds modification of the Retail Water Service Area to include Parcel Numbers 26212.9017; 26212.9019; 24051.0402; 24051.0403; 24051.0408; 24053.9057; 24082.9063; 24082.9087 to be in the public interest;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

1) The amendment of the Retail Water Service Area Map is hereby approved to include Parcel Numbers 26212.9017; 26212.9019; 24051.0402; 24051.0403; 24051.0408; 24053.9057; 24082.9063; 24082.9087.

2) Staff is authorized to seek the approval from the Washington State Department of Health for amendment of the city's water service areas consistent with this resolution and other resolutions adopted to amend city water service areas as necessary.

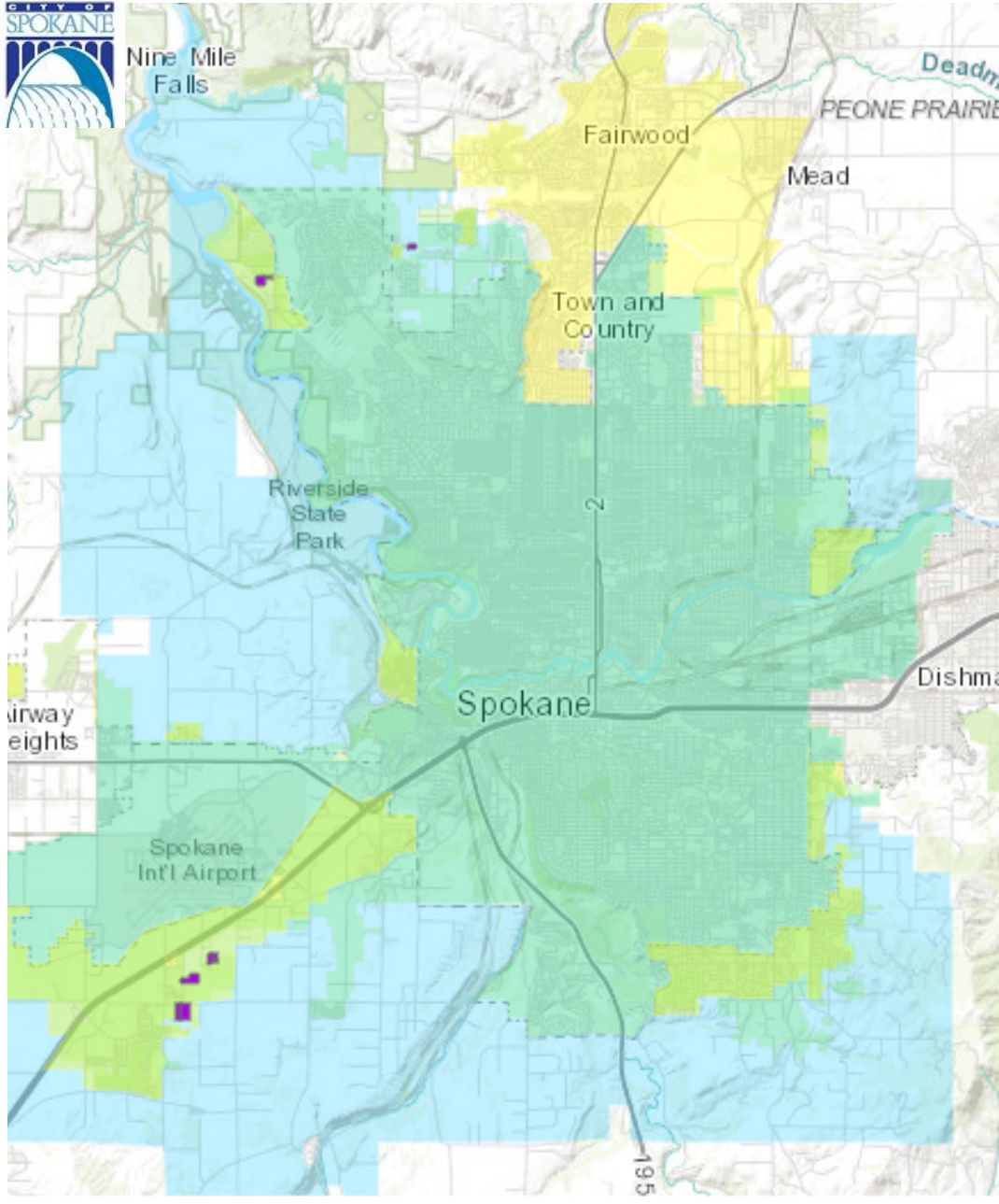
Adopted and approved by City Council _____, 2022.

City Clerk

Approved as to Form:

Assistant City Attorney

2022 Water Retail Service Applications



MEMORANDUM

CITY OF SPOKANE WATER DEPARTMENT

DATE: February 7, 2022

TO: Raylene Gennett, Interim Director – Water Department

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Plese Application for Retail Service Area Amendment, Parcels #26212.9019 and #26212.9017

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated November 5, 2021, is located in the City of Spokane Future Service Area, in the Seven Mile Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcels are approximately 2.39 and 8.65 acres respectively for a total area of 11.04 acres located in Northwest Spokane in the Nine Mile area.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

Duty to Serve Requirement: (WSP Section 1.9)

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

1. Capacity:

Requirement: The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

Analysis: The Subject parcels are located in the Northwest Terrace Pressure Zone. In order to provide sufficient capacity in this pressure zone, infrastructure

improvements may be required to ensure sufficient capacity exists. There are capital improvement project identified and funded in the current 6-year capital program for future capacity infrastructure improvements to ensure capacity will be sufficient.

2. Consistency:

Requirement: All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane’s Comprehensive Plan.

Analysis: The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcels are located in the Seven Mile Joint Planning Area of the Urban Growth Boundary. Since the subject parcels are located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcels are however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcels into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

3. Water Rights:

Requirement: Available water rights must be sufficient to provide for all new service requested.

Analysis: Water Rights are sufficient to provide for the requested service.

4. Timely and Reasonable:

Requirement: The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

Analysis: Water mains capable of providing water service to the proposed subject project area are located to the east and north of the subject parcels. A 12” water main located adjacent to the east of the parcels on N Nine Mile Road and an 8” water main north approximately 320 feet on N Hardwood Street could provide service to the subject parcels. The developer would need to construct infrastructure improvements at their cost to extend the water service into the subject area and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

Additional Considerations:

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcels in the application may be timely for an amendment to expand the RSA boundary. The subject parcels are located in the Seven Mile Joint Planning Area of the Urban Growth Boundary and sufficient capacity will exists in the pressure zone following planned capital improvements to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcels meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:



Application to Expand the Retail Water Service Area

New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City’s designated Retail Water Service Area as depicted in the City’s Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921

SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle. (See attached flow chart for Retail Water Service Request attached)

Date of Application: _____

Deadline for 120 day Response from Date of Application: _____

PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer’s expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane’s Water and Hydroelectric Department.
- Sign an Annexation Covenant.

PROPERTY INFORMATION: By City of Spokane Staff

- Is the property within the Urban Growth Area boundary? Yes No
- Does the property have a prior commitment to serve water? Yes No
- Is the property within the City of Spokane Coordinated Water System Plan Boundary? Yes No

LEGAL DESCRIPTION: By Applicant

Lot _____ Block _____

Addition _____

Legal Attached: Yes / No

PROPERTY OWNER: (Please Print)

Name: Plese-Graham, LLC

Address: 201 W Francis Avenue

Spokane, WA Zip 99205

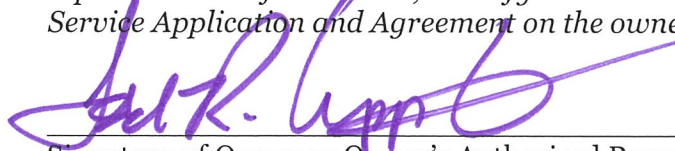
Daytime Phone: _____

Email Address: _____

[Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

[Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.

 11/5/21
Signature of Owner or Owner's Authorized Representative Date

Todd R. Whipple Agent 509-893-2617
Printed Name Relationship to Owner Phone Contact #

toddw@whipplece.com
e-mail Address

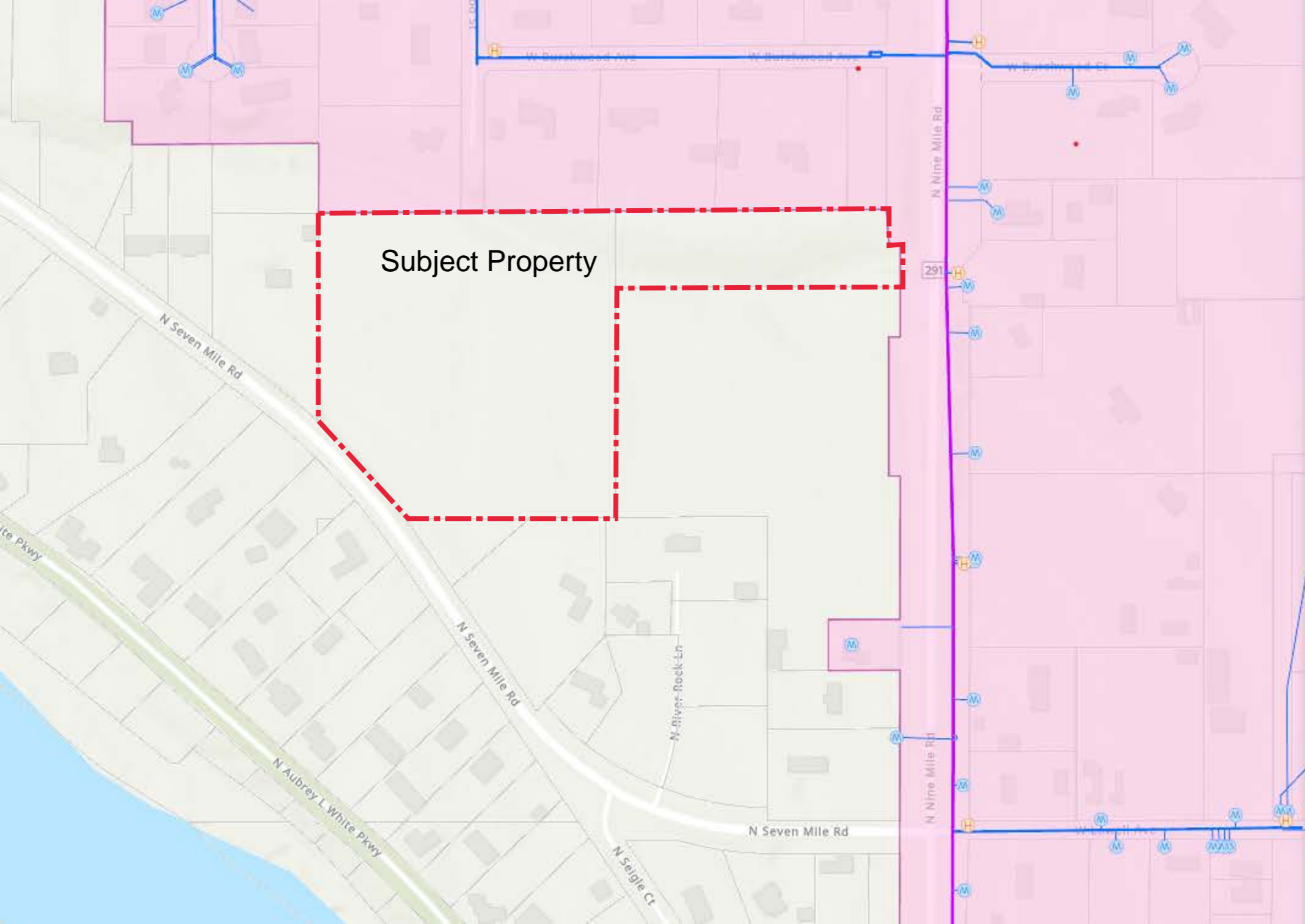
Legal descriptions courtesy of SCOUT

26212.9019

21 26 42 N165FT OF E689.11 FT OF SE1/4 OF NW1/4

26212.9017

21 26 42 PTN OF N1/2 OF SE1/4 OF NW1/4 LYG N&E OF 7 MILE RDEXC E689.11FT



Subject Property

- Utilities ...
- Trash Pickup ...
- Recycling Pickup ...
- Sewer ...
- Stormwater ...
- Water ...
- Fire Hydrant ...
- Water Meter ...
- Water Service Line ...
- Water Main ...
- Water Retail Service Area ...
- Streets ...
- Property ...
- Boundaries ...
- Environment ...
- Planning ...
- Economic Development ...
- Census Demographics ...
- Topographic ...

MEMORANDUM

CITY OF SPOKANE WATER DEPARTMENT

DATE: February 7, 2022

TO: Raylene Gennett, Interim Director – Water Department

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Brown Application for Retail Service Area Amendment, Parcels #24051.0402, #24051.0403 and #24051.0408

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated January 5, 2022 is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcels are 1.2 acres, 5.46 acres and 3.6 acres for a total area of approximately 10.26 acres located in West Plains Area south of the Spokane International Airport and I-90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA.*** The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

Duty to Serve Requirement: (WSP Section 1.9)

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

1. Capacity:

Requirement: The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

Analysis: The Subject parcels are located in the Plains Pressure Zone. Sufficient Capacity exists in the Plains system to serve the subject parcels.

2. Consistency:

Requirement: All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane’s Comprehensive Plan.

Analysis: The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcels are located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcels are however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcels into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

3. Water Rights:

Requirement: Available water rights must be sufficient to provide for all new service requested.

Analysis: Water Rights are sufficient to provide for the requested service.

4. Timely and Reasonable:

Requirement: The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

Analysis: A water main capable of providing water service to the proposed subject project area is located to the South of the subject parcel. The 8” water main is located adjacent to the subject area in 57th Avenue. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject area and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed.

- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

Additional Considerations:

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcels in the application may be timely for an amendment to expand the RSA boundary. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcels meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:



Application to Expand Retail Water Service A

New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City’s designated Retail Water Service Area as depicted in the City’s Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921

SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle. (See attached flow chart for Retail Water Service Request attached)

Date of Application: _____

Deadline for 120 day Response from Date of Application: _____

PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer’s expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane’s Water and Hydroelectric Department.
- Sign an Annexation Covenant.

PROPERTY INFORMATION: By City of Spokane Staff

- Is the property within the Urban Growth Area boundary? Yes ___ No ___
- Does the property have a prior commitment to serve water? Yes ___ No ___
- Is the property within the City of Spokane Coordinated Water System Plan Boundary? Yes ___ No ___

LEGAL DESCRIPTION: By Applicant

Lot 5 to 16 Block 8
Addition Jamieson Park

Legal Attached: Yes / No

PROPERTY OWNER: (Please Print)

Name: J A Brown et al.
Address: 5416 N. Shane Court
Spokane, WA Zip 99212-3301
Daytime Phone: _____
Email Address: _____

[Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

[Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.

 1/4/22
Signature of Owner or Owner's Authorized Representative Date

Joseph K Nichols Sr Partner 5099951179
Printed Name Relationship to Owner Phone Contact #

JKNichols@leindemere.com
e-mail Address



Whipple Consulting Engineers, Inc.

January 5, 2022

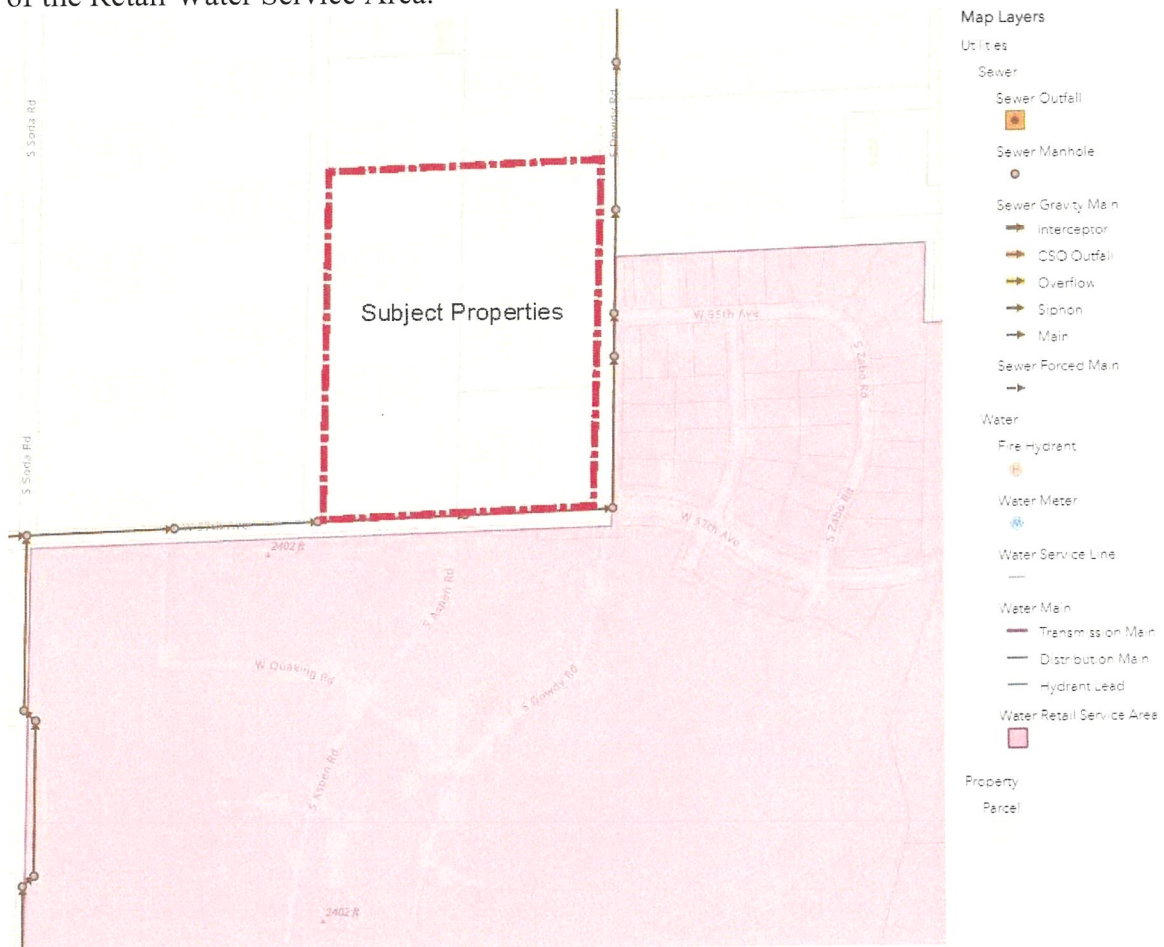
W.O. No. 2021-3147

City of Spokane
Attn: Eldon Brown
Engineering Services
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Re: 57th and Dowdy request to expand the Retail Water Service Area

Dear Mr. Brown:

This letter is intended to serve as a request to expand the Retail Water Service Area for parcel numbers 24051.0402, 24051.0403 and 24051.0408, three parcels totaling approximately 10.92 acres, located west of Dowdy Road and north of W. 57th Avenue within the Urban Growth Area. The property is outside of the city limits in Spokane County. The land use for this project is designated Light Industrial and the zoning is LI. While this property is within the Urban Growth Area and the City of Spokane Coordinated Water System Plan Boundary, it is currently outside of the Retail Water Service Area.



Below are our responses to the application questions to expand the Retail Water Service Area. For clarity, the initial question is provided with our response in bold.

1. Furnish a legal description and map of the area under consideration.

Per Spokane County SCOUT:

24051.0402: JAMIESON PARK L9-10 B8
24051.0403: JAMIESON PARK L11TO16B8
24051.0408: JAMIESON PARK LTS 5 THRU 8 BLK 8

2. State fully the purpose for which water is to be used with your application.

Please note that the properties are currently under the LI zone and currently could be developed into light industrial land uses. A specific industrial land use has not been determined at this time.

The above properties are currently under a review for Comprehensive Plan Amendment to change the designation to Low-Density Residential and the zoning to LDR. A planned future development in the LDR zone would allow for single-family residential density up to 8 du/ac gross density. Water would be used for drinking, waste disposal, lawn watering and other residential uses typical of a single-family residential subdivision in the Spokane area.

3. Provide justification for expansion within the Retail Water Service Area with your application.

This property is within the UGA, City of Spokane Coordinated Water System Plan Boundary, and adjacent to the Retail Water Service Area to the east and south. Water service is needed to fulfil the Comprehensive Plan under UGA.

4. The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Development Rules and Regulations. Contact Developer Services for further information.

We agree that the developer is responsible for and will fully fund the extension of existing water main, new lateral or service connection regarding this project.

5. Payment of all charges for the new service connection.

The developer will pay all charges for the new service connection.

6. Verify that all outstanding combined utility charges are paid in full.

All outstanding combined utility charges will be paid in full at time of application.

7. Pay for and provide all engineering, accepted plans and permits upon request.

All engineering, accepted plans and permits will be paid for and provided if requested or as required as part of a complete application package.

8. Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.

There are no known underground water service lines onsite. All requirements of the City of Spokane's Water and Hydroelectric Department will be followed.

9. Sign an Annexation Covenant.

The developer of this project will sign an Annexation Covenant, agreeing that this site would be annexed into the City of Spokane should it be requested.

If you have any questions or comments in regard to this letter please feel free to contact us at (509) 893-2617.

Sincerely,

A handwritten signature in purple ink that reads "Todd R. Whipple For".

Todd R. Whipple, P.E.
Whipple Consulting Engineers, Inc.

Encl: Retail Water Service Area Application
CC: Sponsor
File

MEMORANDUM

CITY OF SPOKANE WATER DEPARTMENT

DATE: February 7, 2022

TO: Raylene Gennett, Interim Director – Water Department

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Black Application for Retail Service Area Amendment, Parcel #24053.9057

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated November 9, 2021, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 15.74 acres located in West Plains Area south of the Spokane International Airport and I-90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA.*** The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

Duty to Serve Requirement: (WSP Section 1.9)

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

1. Capacity:

Requirement: The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

Analysis: The Subject parcels are located in the Plains Pressure Zone. Sufficient Capacity exists in the Plains system to serve the subject parcels.

2. Consistency:

Requirement: All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane’s Comprehensive Plan.

Analysis: The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcels are located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcels are however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcels into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

3. Water Rights:

Requirement: Available water rights must be sufficient to provide for all new service requested.

Analysis: Water Rights are sufficient to provide for the requested service.

4. Timely and Reasonable:

Requirement: The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

Analysis: Water mains capable of providing water service to the proposed subject project area are located to the South of the subject parcel. A 12” water main located approximately 850 feet on the south west corner of the parcel on South Holly Road and a 12” water main on South Soda Road approximately 830 feet on the south east corner of the subject parcel. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject area and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed.

- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

Additional Considerations:

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcels in the application may be timely for an amendment to expand the RSA boundary. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcels meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:



New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921

SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle. (See attached flow chart for Retail Water Service Request attached)

Date of Application: _____

Deadline for 120 day Response from Date of Application: _____

PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

PROPERTY INFORMATION: By City of Spokane Staff

- Is the property within the Urban Growth Area boundary? Yes No
- Does the property have a prior commitment to serve water? Yes No
- Is the property within the City of Spokane Coordinated Water System Plan Boundary? Yes No

LEGAL DESCRIPTION: By Applicant

Lot _____ Block _____
Addition _____

Legal Attached: Yes/No

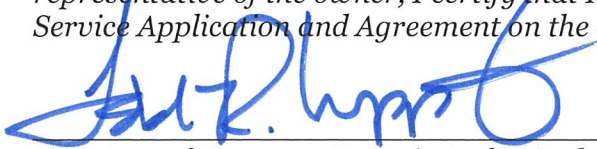
PROPERTY OWNER: (Please Print)

Name: Black Realty Inc., Don and Yvonne Morse
Address: 801 W Riverside Ave., STE 300
Spokane, WA Zip 99201
Daytime Phone: _____
Email Address: _____

[Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

[Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.



Signature of Owner or Owner's Authorized Representative

11/9/21

Date

Todd R. Whipple, Agent

Printed Name

Relationship to Owner

509-893-7617

Phone Contact #

tddw@whipplece.com

e-mail Address

MEMORANDUM

CITY OF SPOKANE WATER DEPARTMENT

DATE: September 22, 2021

TO: Steve Burns P.E., Director – Water Department

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the DeWood Application for Retail Service Area Amendment, Parcels #24082.9063 and #24082.9087

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated April 13, 2021, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcels are approximately 9.77 acres and 19.54 acres respectively for a total area of 29.31 acres located in West Plains Area south of the Spokane International Airport and I-90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

Duty to Serve Requirement: (WSP Section 1.9)

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

1. Capacity:

Requirement: The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

Analysis: The Subject parcels are located in the Plains Pressure Zone. Sufficient Capacity exists in the Plains system to serve the subject parcels.

2. Consistency:

Requirement: All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane’s Comprehensive Plan.

Analysis: The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcels are located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcels are however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcels into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

3. Water Rights:

Requirement: Available water rights must be sufficient to provide for all new service requested.

Analysis: Water Rights are sufficient to provide for the requested service.

4. Timely and Reasonable:

Requirement: The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

Analysis: Water mains capable of providing water service to the proposed subject project area are located adjacent to the subject parcels. An 8” water main located to the east on Winona Drive and a 12” water main on Hallett Road along the northern boundary of the subject parcels could service the subject parcels. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject area and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.

- Extension of service is necessary to protect basic health/safety/environment

Additional Considerations:

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcels in the application may be timely for an amendment to expand the RSA boundary. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcels meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:



Application to Expand the Retail Water Service Area

New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921

SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle. (See attached flow chart for Retail Water Service Request attached)

Date of Application: 4/13/21

Deadline for 120 day Response from Date of Application: 8/13/21

PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

PROPERTY INFORMATION: By City of Spokane Staff

- Is the property within the Urban Growth Area boundary? Yes No
- Does the property have a prior commitment to serve water? Yes No
- Is the property within the City of Spokane Coordinated Water System Plan Boundary?
Yes No

LEGAL DESCRIPTION: By Applicant

Lot _____ Block _____
Addition _____

Legal Attached: Yes / No

PROPERTY OWNER: (Please Print)

Name: Dr. Marcus DeWood
Address: 47 E. High Drive
Spokane, WA Zip 99203
Daytime Phone: 509.893.2617
Email Address: a fuller @ whipplece.com

For and on behalf of:
Patrick M. Chastain
P.O. Box 19508
Spokane, WA, 99219

pw [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

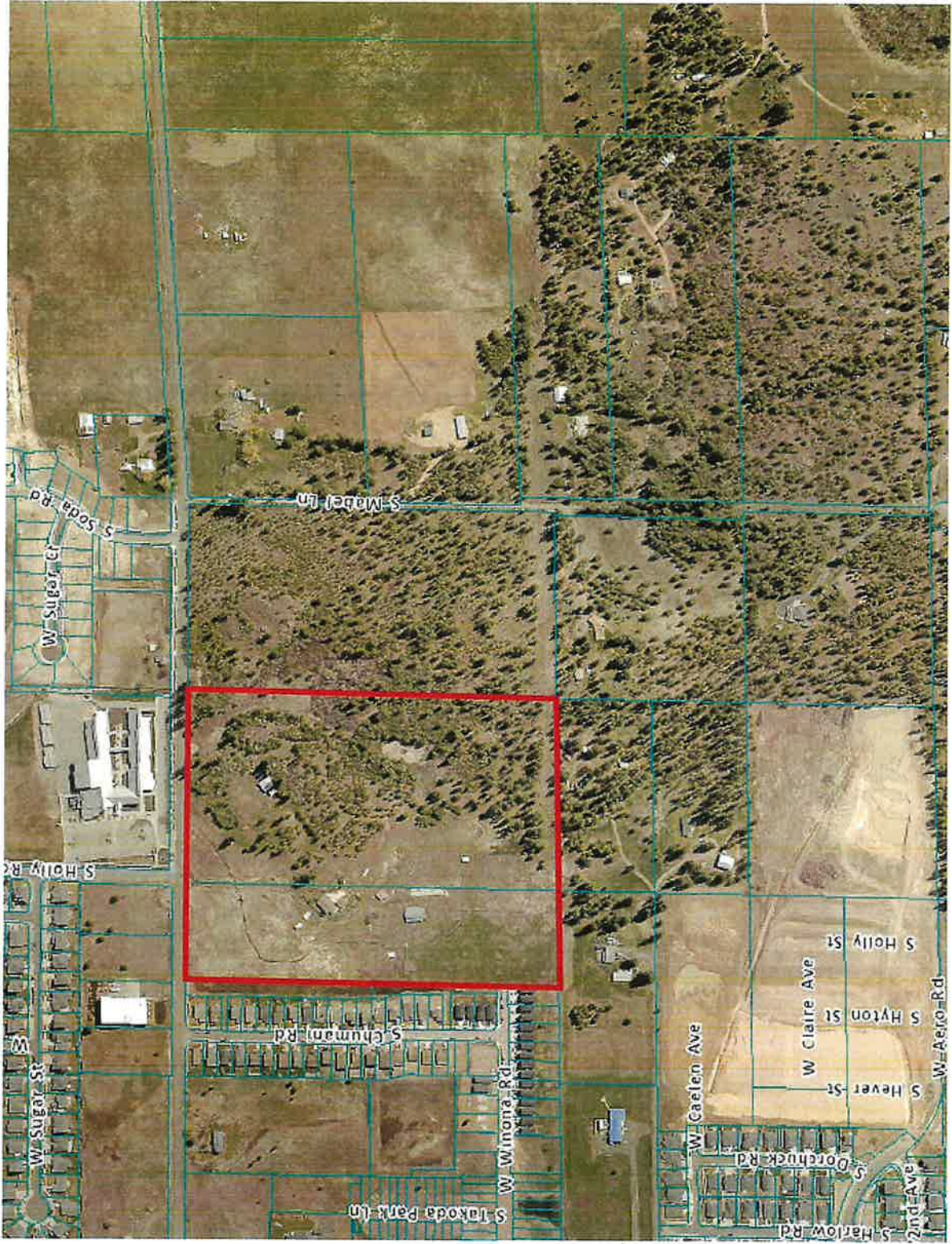
tw [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.

[Signature] _____ Date 4/13/21
Signature of Owner or Owner's Authorized Representative

Todd R. Whipplece Eng/Agnt _____ Phone Contact # 509-893-2617
Printed Name Relationship to Owner

toddw@whipplece.com
e-mail Address



Legal descriptions courtesy of Spokane County SCOUT

Parcel Number 24082.9063

08-24-42 E1/2 OF E1/2 OF NW1/4 OF NW1/4 EXC CO RD

Parcel Number 24082.90~~63~~87

08-24-42 ~~E~~W1/2 OF ~~N~~E1/2~~4~~ OF NW1/4 ~~OF NW1/4~~ EXC ~~CO~~ RD

NW 1/4, SEC.08, T.24N., R.42E., W.M.

PRELIMINARY LONG PLAT BRAEMAR GLEN ESTATES

LOCATION IN A PORTION OF THE
NE 1/4, NW1/4 SEC. 8, T24N, R42E, W.M.
SPOKANE COUNTY, WASHINGTON

SHEET INDEX

SHEET 1 PRELIMINARY LONG PLAT
SHEET 2 NORTH HALF
SHEET 3 SOUTH HALF

LEGAL DESCRIPTION

PARCEL # 24082.9063
08-24-42 E1/2 OF E1/2 OF NW1/4 OF EXC CO RD
PARCEL # 24082.9087
08-24-42, THE W 1/2 OF THE NE 1/4 OF THE NW 1/4 EXC RD.
LEGAL DESCRIPTIONS PER SPOKANE COUNTY SCOUT

SOILS DESCRIPTION

1021 COCOLALLA-HARDESTY COMPLEX, 0 TO 3 PERCENT SLOPES
3015 SEABOLDT ASHY LOAM, DRY, 0 TO 8 PERCENT SLOPES
3040 CHENEY-ALECANYON COMPLEX, 0 TO 8 PERCENT SLOPES
5070 LENZ-SPOKANE COMPLEX, 3 TO 15 PERCENT SLOPES
5072 LENZ-ROCK OUTCROP COMPLEX, 3 TO 15 PERCENT SLOPES
5310 KRAMERHILL ASHY LOAM, 3 TO 15 PERCENT SLOPES

DRAINAGE NOTES

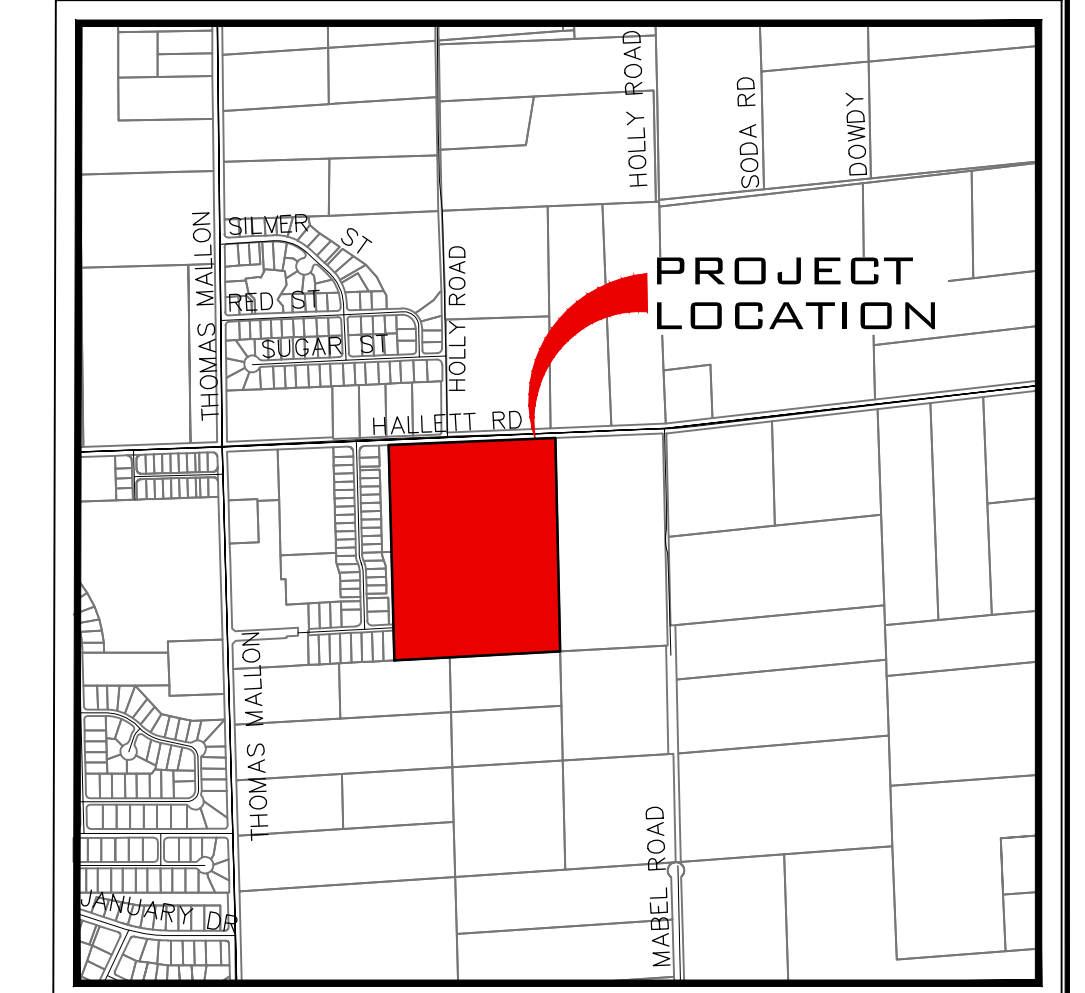
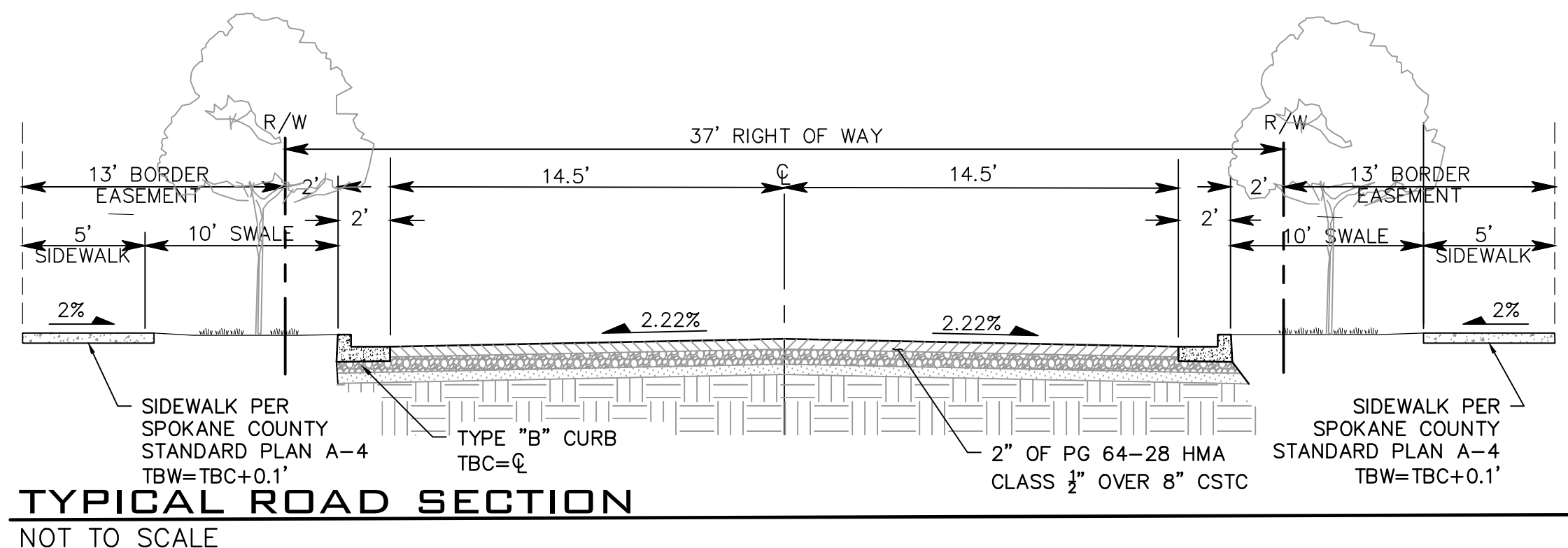
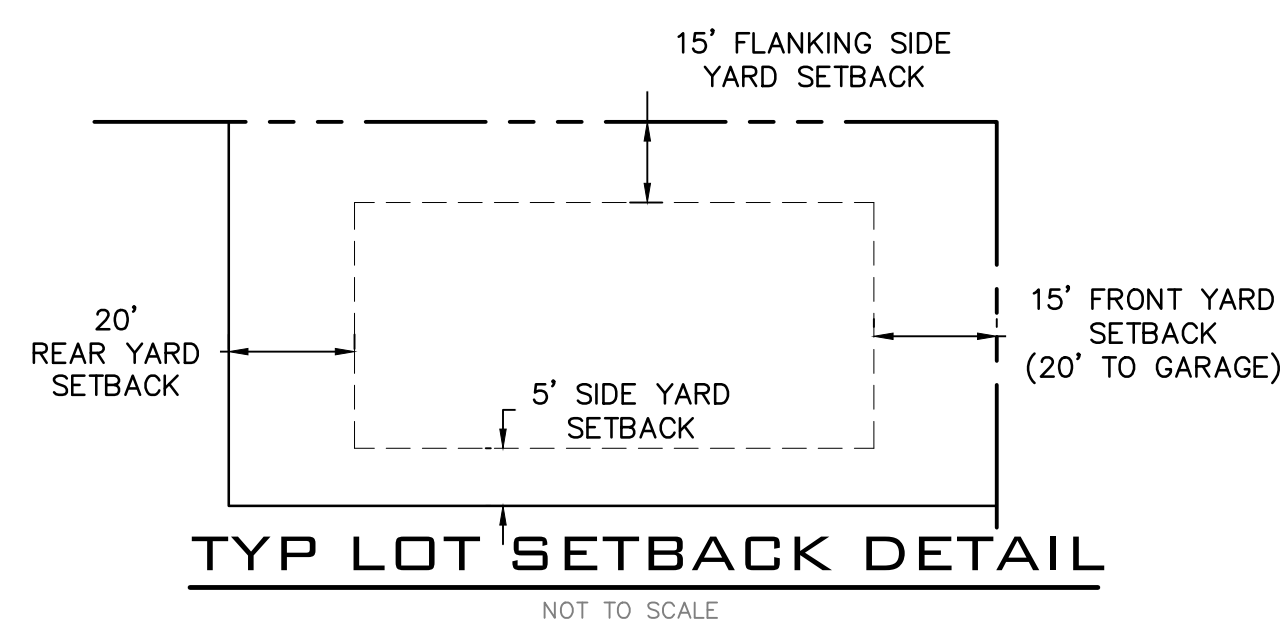
1. DRAINAGE WILL BE PONDS

CRITICAL AREAS

1. WETLANDS - DELINEATED BY WETLAND BIOLOGIST
2. ERODIBLE SOIL

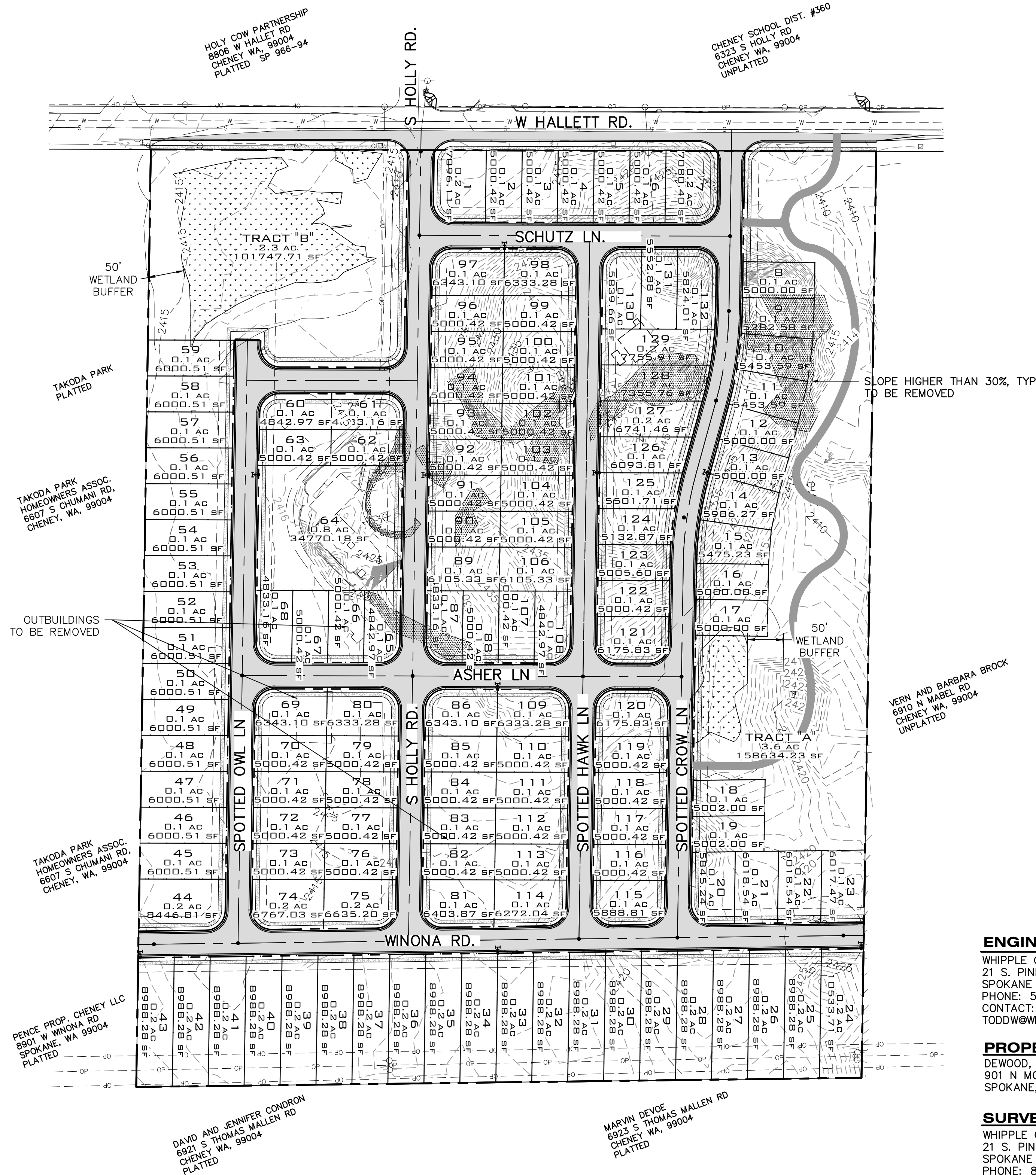
LEGEND

- 30% SLOPES OR MORE
- ERODIBLE SOILS (SHT 2&3)
- WETLAND
- 10' TRAIL



VICINITY MAP
NOT TO SCALE

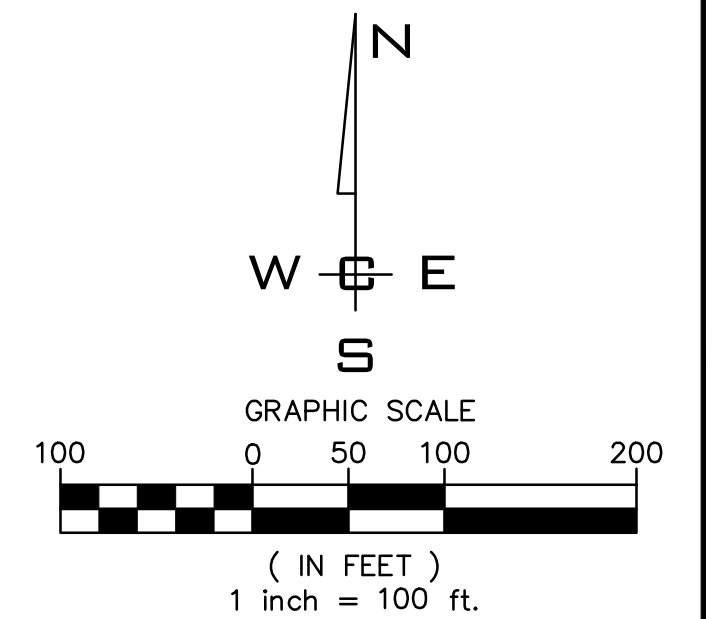
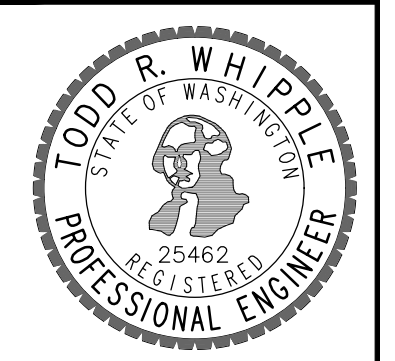
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PARCEL NUMBER	24082.9063, 24082.9087
ZONING	LDR
DENSITY [MIN] [MAX]	1 8
ALLOWED DENSITY	30 240
	SF AC
PROJECT AREA	1,308,061.50 30.03
NUMBER OF LOTS	132
NUMBER OF TRACTS	2
AREA OF LOTS	819,664.08 18.82
AREA OF TRACTS	260,381.94 5.98
AREA OF RIGHT OF WAY	228,015.48 5.23
MIN LOT AREA	4,833.16 0.11
MAX LOT AREA	34,770.18 0.80
FIRE DEPARTMENT	FIRE DISTRICT 3
DOMESTIC WATER	CITY OF SPOKANE
SANITARY SEWER	CITY OF SPOKANE



ENGINEER
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PHONE: 509-893-2617
CONTACT: TODD WHIPPLE, P.E.
TODD@WHIPPLECE.COM

PROPERTY OWNER
DEWOOD, M.
901 N MONROE ST STE 250,
SPOKANE, WA, 99201

SURVEYOR
WHIPPLE CONSULTING ENGINEERS 21
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PHONE: 893-2617
CONTACT: DAVID A. COWELL, P.L.S.



NO.	DATE	BY	REVISIONS

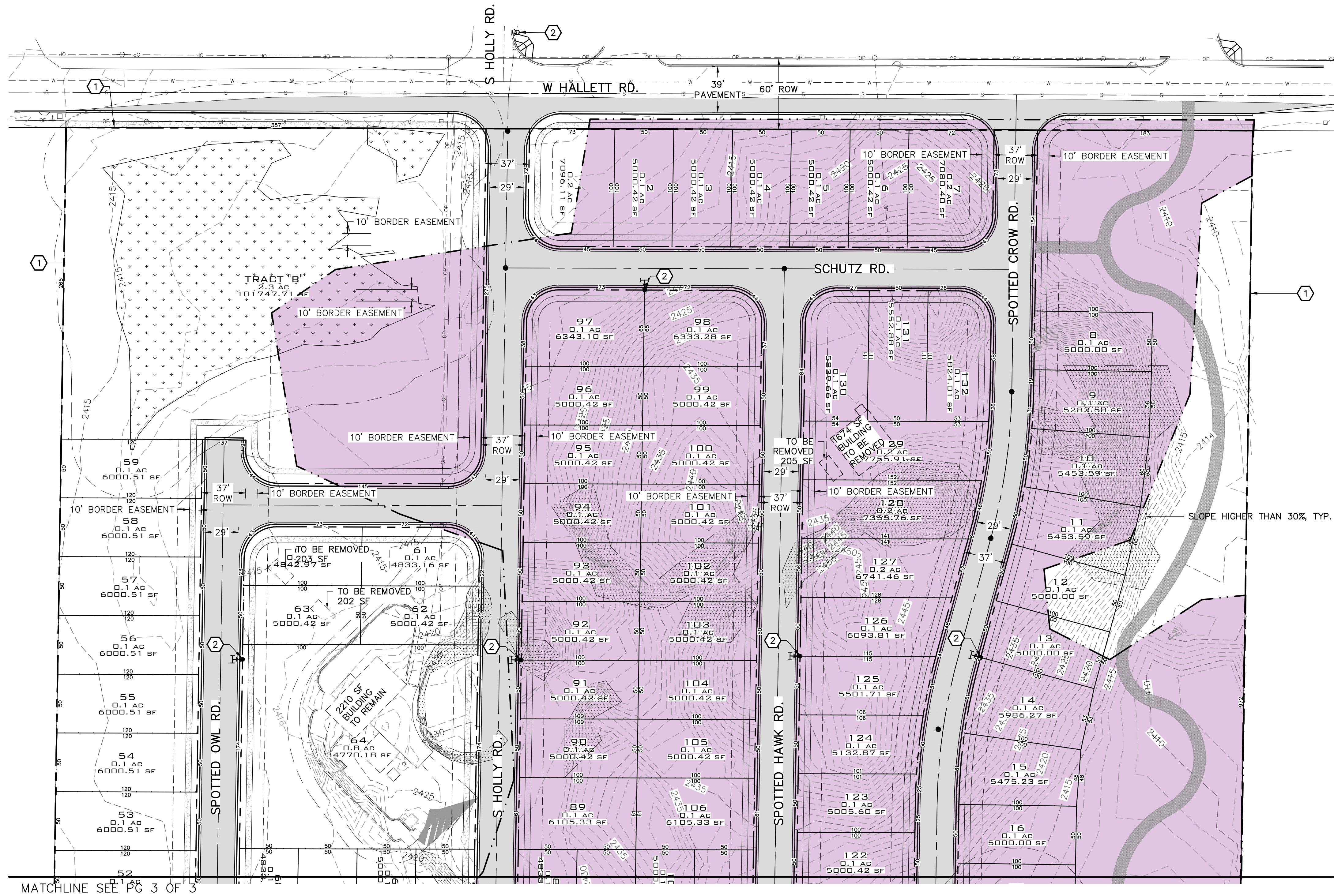
SCALE:	PROJ #: 20-2797
HORIZONTAL:	DATE: 05/06/21
1"=100'	DRAWN: BNG
VERTICAL:	REVIEWED: TRW
N/A	

WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-926-0227

**PRELIMINARY LONG PLAT
BRAEMAR GLEN ESTATES
8815 W HALLETT ROAD
SPOKANE COUNTY, WA**

SHEET 1 OF 3
JOB NUMBER 20-2797

NORTH HALF OF SITE

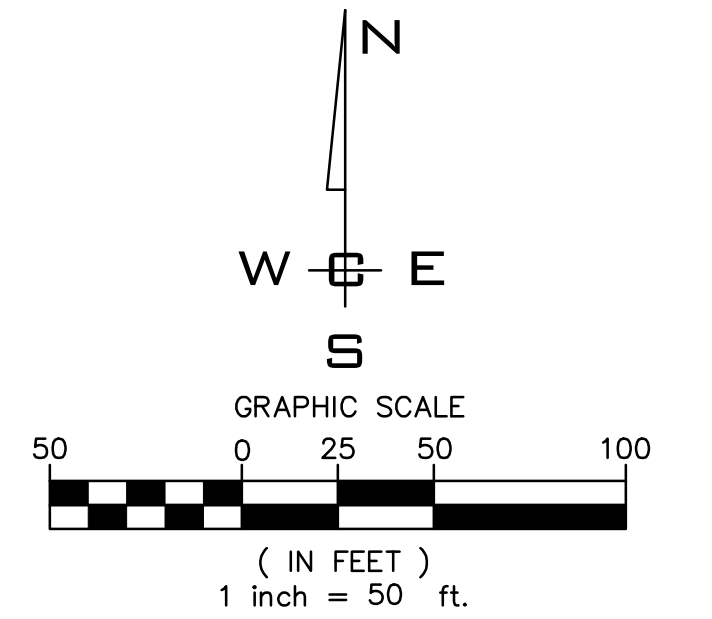


NOTES:

- ① PROPERTY BOUNDARY
- ② FIRE HYDRANT LOCATIONS

LEGEND

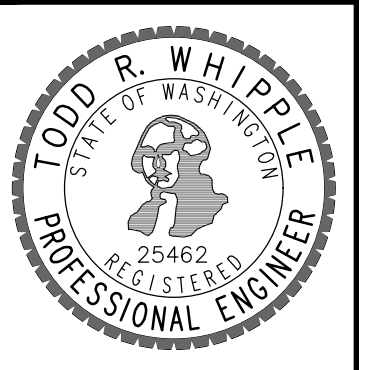
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- ERODIBLE SOILS
- WETLAND
- 10' TRAIL



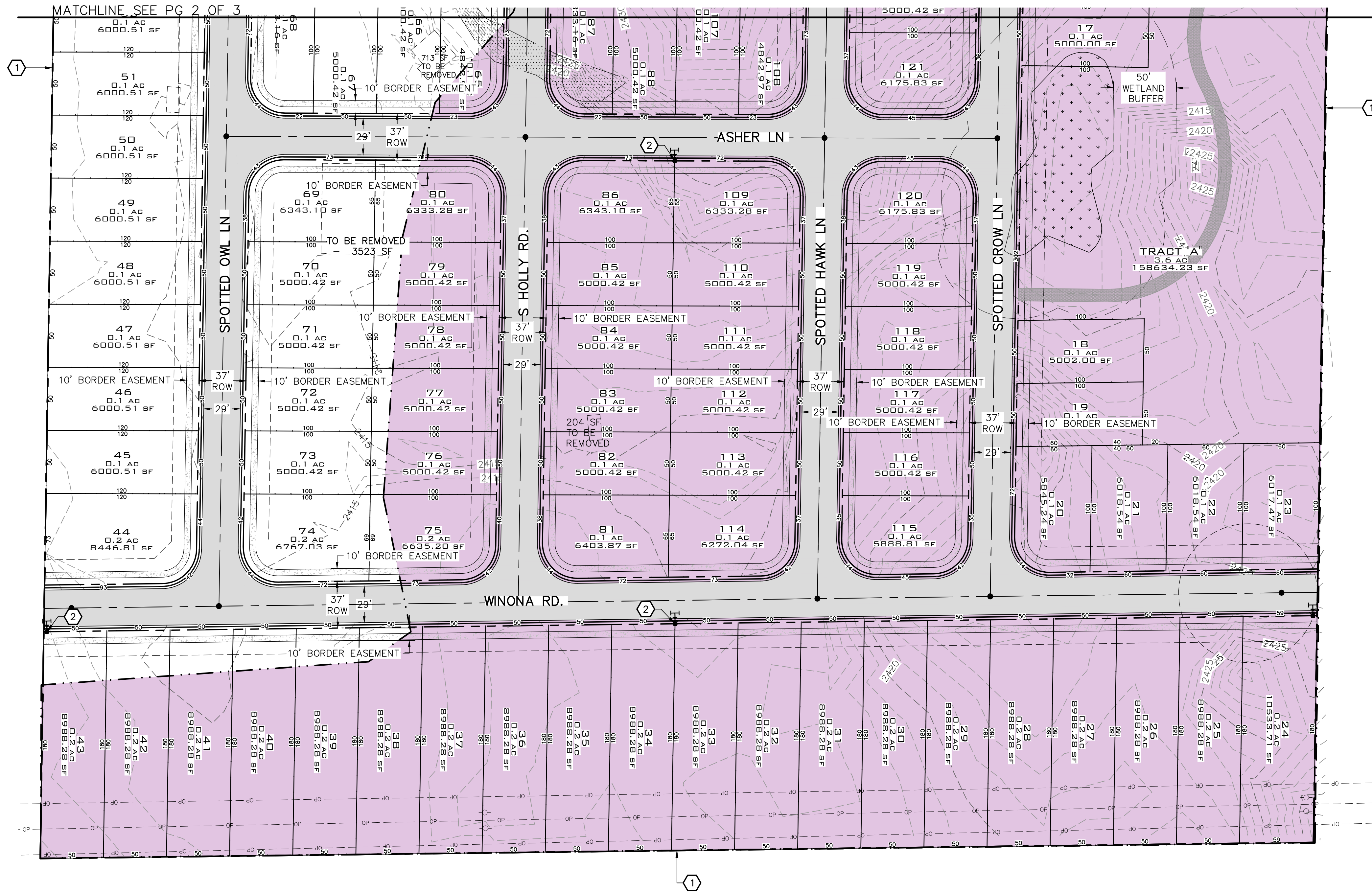
MATCHLINE SEE PG 3 OF 5

P:\WCE_WORK\2020\WCE_PROJECTS\2020-2797\BRAEMAR\PLAT.DWG PLOT DATE: 06/15/21

NO. DATE BY	REVISIONS	SCALE: HORIZONTAL: 1"=100' VERTICAL: N/A	PROJ #: 20-2797 DATE: 05/06/21 DRAWN: BNG REVIEWED: TRW	CIVIL STRUCTURAL SURVEYING TRAFFIC PLANNING LANDSCAPE OTHER	WHIPPLE CONSULTING ENGINEERS 21 S. PINES ROAD SPOKANE VALLEY, WA 99206 PH: 509-893-2617 FAX: 509-926-0227	PRELIMINARY LONG PLAT BRAEMAR GLEN ESTATES 8815 W HALLETT ROAD SPOKANE COUNTY, WA	SHEET 2 OF 3
							JOB NUMBER 20-2797



SOUTH HALF OF SITE

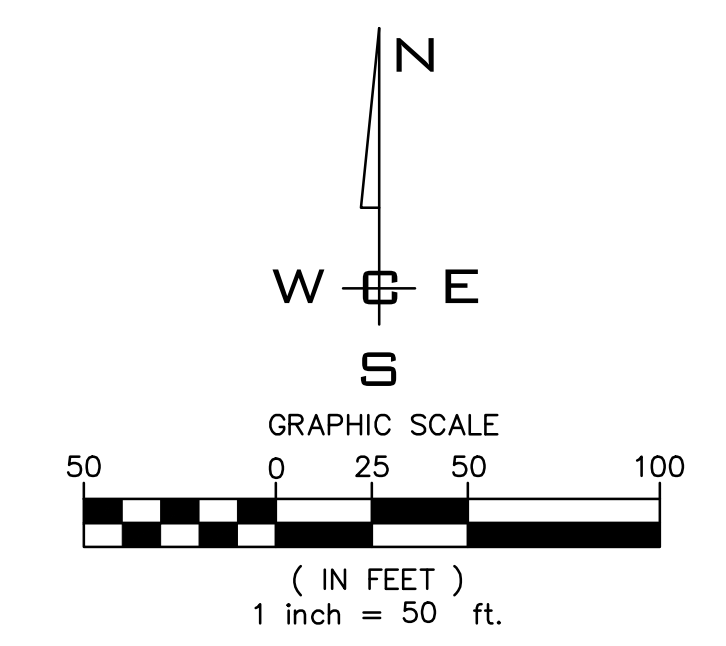


NOTES:

- ① PROPERTY BOUNDARY
- ② FIRE HYDRANT LOCATIONS

LEGEND

- 30% SLOPES OR MORE
- ERODIBLE SOILS
- WETLAND
- 10' TRAIL



P:\WCE_WORK\2020\WCE_PROJECTS\2020-2797\BRAEMAR\PLAT.DWG PLOT DATE:06/15/21

NO. DATE BY			REVISIONS			SCALE: HORIZONTAL: 1"=100' VERTICAL: N/A		PROJ #: 20-2797 DATE: 05/06/21 DRAWN: BNG REVIEWED: TRW	CIVIL STRUCTURAL SURVEYING TRAFFIC PLANNING LANDSCAPE OTHER	WHIPPLE CONSULTING ENGINEERS 21 S. PINES ROAD SPOKANE VALLEY, WA 99206 PH: 509-893-2617 FAX: 509-926-0227	PRELIMINARY LONG PLAT BRAEMAR GLEN ESTATES 8815 W HALLETT ROAD SPOKANE COUNTY, WA	SHEET 3 OF 3 JOB NUMBER 20-2797
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P:\WCE_WORK\2020\WCE_PROJECTS\2020-2797\BRAEMAR\PLAT.DWG PLOT DATE:06/15/21

2022 Applications to Amend the City of Spokane Retail Water Service Boundary (Summary of Criteria Considered for each Application)

Application Parcel Number	Water is Available in a timely and reasonable manner	Sufficient water rights available	Sufficient capacity to serve	Consistent with requirements of local plans and regulations
26212.9017, .9019	A 12-inch water main to the east or an 8-inch water main to the north could provide service to the parcels. Developer must analyze and extend the appropriate main(s).	Water rights are sufficient to provide the requested service.	Infrastructure improvements identified and funded in City's 2022-2027 6-year capital program (Northwest Terrace Pressure Zone) ensures sufficient capacity is available when constructed	Inside UGA – must comply with all applicable State and Local rules and regulations with regard to platting and development of the parcels.
24051.0402, .0403, .0408	A 12-inch water main located at the intersection of 57 th and Dowdy is available to serve the parcels. Developer must extend this main west to serve all parcels.	Water rights are sufficient to provide the requested service.	Infrastructure improvements identified and funded in City's 2022-2027 6-year capital program (West Plains and SIA Pressure Zones) ensures sufficient capacity is available when constructed	Inside UGA – must comply with all applicable State and Local rules and regulations with regard to platting and development of the parcels.
24053.9057	A 12-inch water main located in Holly Road south of the project site would need to be extended to the site at developer expense	Water rights are sufficient to provide the requested service.	Infrastructure improvements identified and funded in City's 2022-2027 6-year capital program (West Plains and SIA Pressure Zones) ensures sufficient capacity is available when constructed	Inside UGA – must comply with all applicable State and Local rules and regulations with regard to platting and development of the parcel.
24082.9063, .9087	Existing 8-inch water main in Winona Road to the west and 12-inch main bordering parcels in Hallett Road could provide service to the parcels. Extension of mains will be at developer expense.	Water rights are sufficient to provide the requested service.	Infrastructure improvements identified and funded in City's 2022-2027 6-year capital program (West Plains and SIA Pressure Zones) ensures sufficient capacity is available when constructed	Inside UGA – must comply with all applicable State and Local rules and regulations with regard to development of the parcels.

2-25-16

RECEIVED
March 3, 2016
CITY CLERK'S OFFICE
SPOKANE, WA

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 5200-16-03 LGL 2016-0020
TITLE: DUTY TO PROVIDE WATER SERVICE EFFECTIVE DATE: March 18, 2016 REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

1.1 The City of Spokane ("City") Water and Hydroelectric Services Department owns and operates a public water system; and is the regional water purveyor. The City has a duty to provide water to new service connections within the retail water service area, when such service is available in a timely and reasonable manner; there exists sufficient water rights to provide water service; there exists sufficient capacity to provide water service in a safe and reliable manner under Washington State Department of Health regulations; and such service is consistent with the requirements of local plans and regulations and the City's utility service extension ordinances. (WAC 246-290-106).

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 the City Water and Hydroelectric Services Department.

3.0 REFERENCES

- RCW 35.92.020
- RCW 36.70A.030
- RCW 36.70A.110
- WAC 246-290-106
- WAC 246-290-108
- City of Spokane Comprehensive Plan CFU 3.6
- Comprehensive Water System Plan figure 1.8.0a
- SMC 13.04.1921
- SMC 13.04.1922

4.0 DEFINITIONS

None

5.0 POLICY

- 5.1 Domestic water service is a rural and urban governmental service and the City of Spokane is the regional water purveyor. Therefore the City has a duty to provide service to new water service connections within its retail water service area as outlined in the Comprehensive Water System Plan when:
- a. Water service is available in a timely and reasonable manner;
 - b. There exist sufficient water rights available to provide water service;
 - c. There is sufficient capacity to serve in a safe and reliable manner per the Department of Health rules and regulations; and
 - d. Extension of service is consistent with the requirements of local plans and regulations, including the City's Water System Plan and utility service extension ordinances.
- 5.2 City water service is intended to provide for the needs of the residents of the City and for residents outside the City who are within the City's Retail Service Area. Pursuant to RCW 35.92.020, the City may enter into agreements for extension of water service outside the City's boundaries upon terms and conditions, when there is a determination that such extension will not overload or imperil the City's water system, including domestic and fire flow pressure, supply resources and municipal water rights, all as may be needed by current or future city customer needs, and are subject to any other applicable laws or regulations. (SMC 13.04.1922). Therefore, customers outside the City must complete an annexation covenant and service agreement as a condition of water service.
- 5.3 The City's Comprehensive Water System Plan provides for extension of water service beyond the City's boundaries and inside the Retail Service Area as identified in Chapter 1, Figure 1.6.1
- 5.4 Request for City Water Service outside the existing Retail Service area as identified in the Comprehensive Water System Plan in Chapter 1, Figure 1.6.1 are dependent upon the completion of the City's Application and Certificate of Water Availability form. Changing the Retail Water Service boundaries to provide water service to areas outside the current Retail Water Service Area requires a City Council approved amendment to the City's Water System Plan.
- 5.5 The City's comprehensive plan provides that it is appropriate to extend or expand water services outside the UGA in limited circumstances which are shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development. (CFU 3.6; RCW 36.70A.110(4)).

6.0 PROCEDURE

- 6.1 Analysis Needed For Requests To Provide Water Service.

6.1.1 Requests Inside City Boundaries:

Duty to Serve

6.1.2 Outside City boundaries - Inside Retail Water Service Area:

Duty to Serve Inside Water Service Area Subject To Limitations:

- a. Water service is available in timely and reasonable manner as determined by City Utility;
- b. There are sufficient water rights to provide water service;
- c. There is sufficient capacity to serve in a safe and reliable manner;
- d. It is consistent with requirements of local plans and regulations and the City's Water System Plan and utility service extension ordinances;
- e. Annexation covenant must be signed, as applicable;
- f. Written contract with cost allocation, indemnity and all applicable liabilities; and
- g. Developer agrees to pay one hundred percent (100%) costs of construction; liability; indemnification; permitting without sewer and all applicable liabilities.

6.1.3 Outside City Boundaries – Prior Commitment to Serve Inside Future Service Area:

The City will honor prior commitments for water service. In the case of a prior commitment for water service, the vested water capacity exists with the commitment and the parcels included in the prior commitment will be included in the retail water service area and service will be analyzed and provided pursuant to paragraph 6.1.2.

6.1.4 Outside Retail Water Service Area – Inside Future Water Service Area:

The City will evaluate any new requests for retail water service which are outside the City's retail water service area within 120 days of the request or as prescribed by State Law, pursuant to the flow chart for retail water service requests, as attached hereto.

It is the policy of the City to ensure that requests for expansion of the Retail Service Area be considered at least annually.

No Duty to Serve outside Retail Service Area unless amend Retail Service Area:

- a. Amendment to Retail Service Area requires a City Council approved amendment to the Water System Plan/Retail Service Area.
- b. Amended Water System Plan is subject to approval by Department of Health.
- c. Extension of service necessary to protect basic health / safety / environment and does not conflict with GMA requirements.

6.1.5 Outside Water Service Area:

No Duty to Serve

Wholesale Water Supply Agreement or Interlocal Agreement subject to City Council approval.


7.0 RESPONSIBILITIES

The City of Spokane Water and Hydroelectric Services Department shall administer this policy.

8.0 APPENDICES

Water Service Area Chart
Flow Chart for Retail Water Service Requests

APPROVED BY:



 City Attorney

3/3/16

 Date

Scott Simmons

 Director - Utilities

3/3/16

 Date



 City Administrator

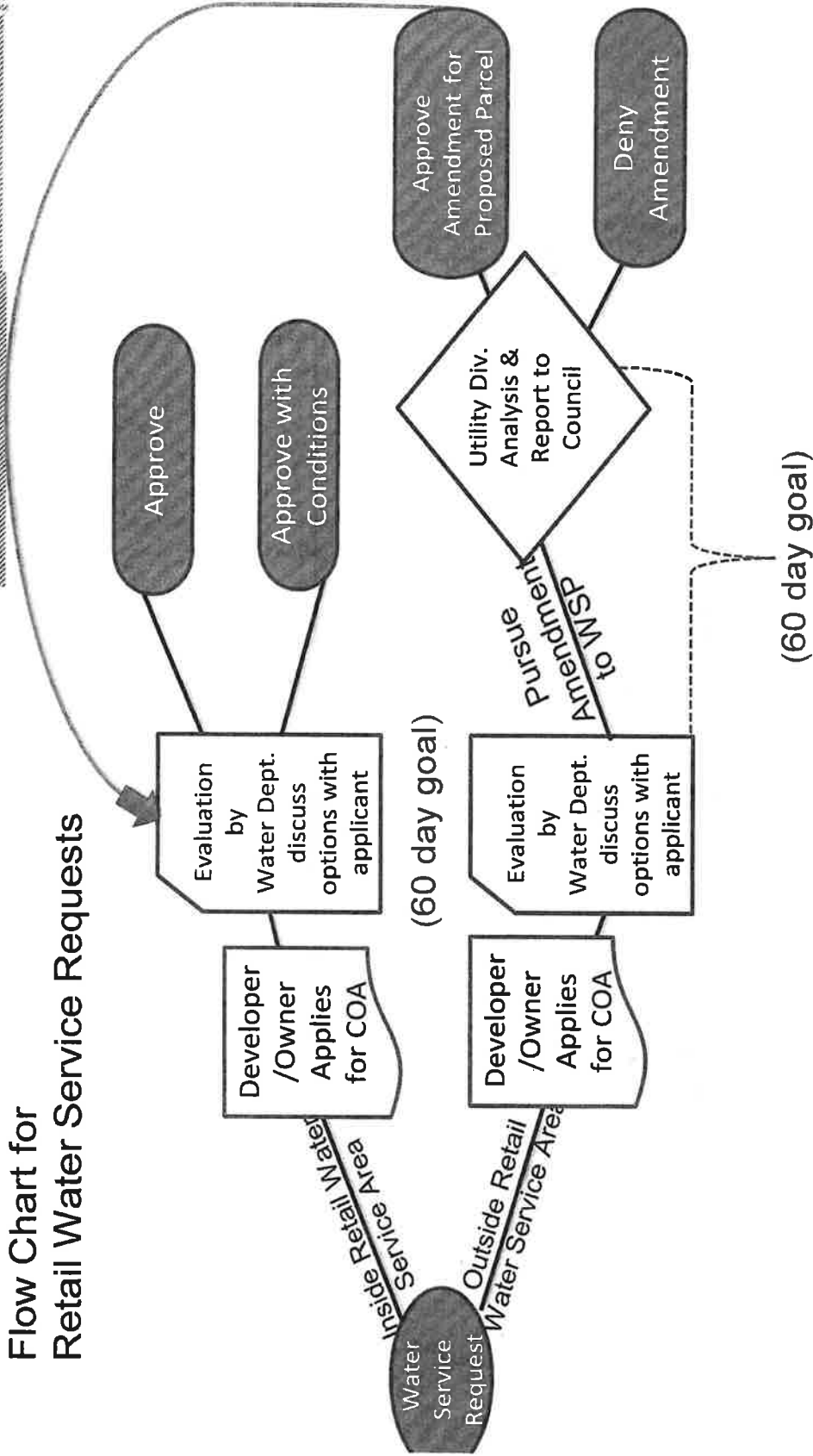
3/3/16

 Date

Water Service Areas:

Inside City Boundaries	Outside City boundaries – Inside Retail Water Service Area	Outside Retail Water Service Area	Outside Water Service Area Wholesale Water Service Agreements
<p>Duty To Serve</p>	<p>Duty To Serve inside water service area – subject to limitations:</p> <ol style="list-style-type: none"> 1. Water is available in timely and reasonable manner as determined by City Utility 2. Sufficient water rights available to provide water service 3. Sufficient capacity to serve in safe and reliable manner 4. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances 5. Annexation covenant must be signed 6. Written contract with cost allocation, indemnity, applicable liabilities 7. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer 	<p>No Duty To Serve outside Retail Water Service Area unless:</p> <ol style="list-style-type: none"> 1. City Council approves amendment of RSA 2. Requires DOH approval 3. Water is available in timely and reasonable manner 4. Sufficient water rights available to provide water service 5. Sufficient capacity to serve in safe and reliable manner 6. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances including Water System Plan and service area boundaries 7. Annexation covenant must be signed 8. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities 9. Extension of service is necessary to protect basic health/safety/environment 	<p>No Duty to Serve</p> <p>Wholesale / water supply agreement or interlocal agreement subject to City Council approval.</p> <p>Sufficient water rights to provide water service</p> <p>Sufficient capacity to serve in safe and reliable manner</p> <p>Consistent with requirements of local plans and regulations and the City's utility service extension ordinances and Water System Plan</p> <p>Subject to approval by the Department of Health</p> <p>AND</p> <p>May Require an amendment to the Water System Plan</p>

Flow Chart for Retail Water Service Requests



Proposed, Jan. 2015



Agenda Sheet for City Council Meeting of:
07/25/2022

Date Rec'd	7/12/2022
Clerk's File #	RES 2022-0068
Renews #	
Cross Ref #	ORD C36243
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & ECONOMIC DEVELOPMENT
Contact Name/Phone	TERI STRIPES X6597
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0650 - MULTI-FAMILY TAX EXEMPTION RESOLUTION SETTING A HEARING

Agenda Wording

A Resolution expressing the intention of the City Council to designate a residential targeted area, amending SMC 8.15.030 the Multi-Family Tax Exemption incentive, and setting a public hearing.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program designating residential targeted areas within urban centers and to certify qualified property owners for that property tax exemption.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

#
#
#
#

Approvals

Dept Head	BLACK, TIRRELL
Division Director	MACDONALD, STEVEN
Finance	ORLOB, KIMBERLY
Legal	PICCOLO, MIKE
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	UE 7/11/22
Council Sponsor	CMs Beggs, Bingle, & Zappone

Distribution List

tstripes@spokanecity.org
smaacdonald@spokanecity.org
sgardner@spokanecity.org
mpiccolo@spokanecity.org
rbenzie@spokanecity.org
jchurchill@spokanecity.org

Additional Approvals

Purchasing

RESOLUTION NO. 2022 - 0068

A RESOLUTION EXPRESSING THE INTENTION OF THE CITY COUNCIL TO DESIGNATE A RESIDENTIAL TARGETED AREA, AMEND SMC 8.15.030 AND SET A PUBLIC HEARING.

WHEREAS, Chapter 84.14 RCW authorizes cities to enact multifamily housing property tax incentive programs by designating residential targeted areas within urban centers; and

WHEREAS, the City of Spokane exercised its authority under Chapter 84.14 RCW by enacting Ordinance No. 32575, as codified and amended in Chapter 8.15 SMC, which provides a property tax incentive for multifamily housing in urban centers by establishing a methodology for granting such incentives and designating the urban centers and residential targeted areas; and

WHEREAS, the City Council has subsequently revised the designated residential targeted areas; and

WHEREAS, the City Council, along with the City Administration has performed a review of the designation of the residential targeted areas, as well as the impacts from the enactment of ESSSB 5287 by the Washington State Legislature; and

WHEREAS, the City Council desires to modify the boundary of the existing designated residential targeted areas and to revise the name of the residential targeted areas listed in SMC 8.15.030 as set forth in Ordinance No. C36243, amending SMC 8.15.030; and

WHEREAS, RCW 84.14.040 requires public notice and a hearing before the City designates residential targeted areas.

NOW, THEREFORE, it is resolved by the City Council that it is the intent of the City of Spokane to designate two residential targeted areas as set forth in Ordinance No. C36243 and as generally identified in Attachment A to the ordinance consisting of maps of:

1. Spokane Targeted Investment Area (STIA)—where Zoning allows Multi-Family Housing
2. Affordable Housing Emphasis Area—where Zoning allows Multi-Family Housing outside STIA

IT IS FURTHER RESOLVED that the City of Spokane shall conduct a public hearing on August 15, 2022 beginning at 6:00 pm at the City Council Chambers at City Hall, West 808 Spokane Falls Blvd., Spokane, Washington, to take public testimony and consider the designation of the targeted area as set forth above.

IT IS FURTHER RESOLVED that the City Council shall also consider adoption of Ordinance No. C36243 to amend SMC 8.15.030 to designate, in its sole discretion, all or a portion of the revised residential targeted area as set forth in Attachment A subsequent to the hearing called for in this resolution.

PASSED BY THE CITY COUNCIL ON _____, 2022.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Urban Experience – July 2022

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, ext 6597, Steve MacDonald and Spencer Gardner
Contact Email	Tstripes@spokanecity.org
Council Sponsor(s)	MFTE Update Committee: CP Beggs, CM Bingle and CP Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>10-20 minutes</u>
Agenda Item Name	Multi-Family Tax Exemption Ordinance Recommended Update
Summary (Background)	<p>We will be bringing forward for Council consideration:</p> <p>An ordinance relating to Multi-Family Property Tax Exemption (MFTE); amending SMC sections 8.02.0695, 8.15.020, 8.15.030, 8.15.040, 8.15.050, 8.15.060, 8.15.070, 8.15.080, 8.15.090, 8.15.100, 8.15.110, 8.15.120, and 8.15.140.</p> <p>The Washington State Legislature adopted E2SSB 5287 during the 2021 legislative session, which requires us incorporate new requirements within in Chapter 8.15 SMC.</p> <p>This ordinance amends various provisions of Chapter 8.15 SMC regarding MFTE in order to incorporate and comply with the changes to the Chapter 84.14 RCW, the MFTE Update Committee’s recommendation, and housekeeping changes.</p>
Proposed Council Action & Date:	<p>We will be seeking setting the of a Hearing on July 25</p> <p>Please see the attached MFTE Update Committee and Staff Recommendations document. This document highlights the significant recommended changes to be consider.</p> <p>The attached Ordinance captures the housekeeping changes, those changes required by E2SSB 52787, and the MFTE Update Committee’s recommendations.</p> <p>Also attached is the Spokane Targeted Investment Area Map</p>
Fiscal Impact:	
Total Cost:	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source:	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	

Economic Development Strategy Update and MFTE Boundaries

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 (<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. Spokane has 34 Census Tracts that qualify for NMTC benefits.

SMC 08.15 Multi-Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

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

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

RCW [84.14.100](#)

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

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

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

(b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW [84.14.020](#) since the date of the certificate approved by the city or county;

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

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

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

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

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

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

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

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

(5) This section expires January 1, 2058.

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

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

[Title 08](#) Taxation and Revenue

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

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

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

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in [SMC 8.15.090](#) since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

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

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section

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

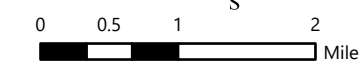


Spokane Targeted Investment Area

- City Council District
- NMTC Qualified?**
 - Yes
 - No

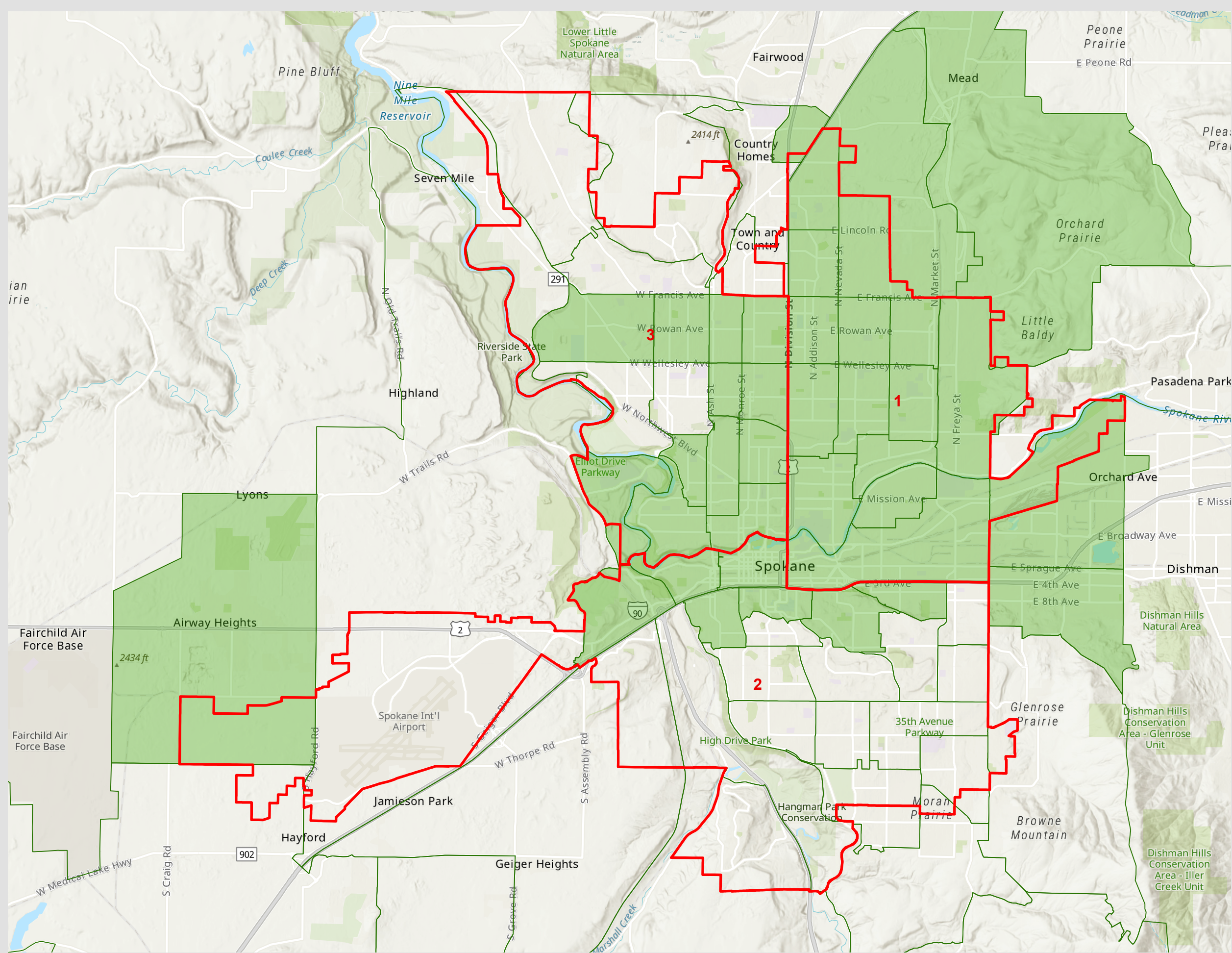
* The census tracts shown on this map represent the 2010 Census tracts and uses data from the American Communities Survey 2011-2015 Five-Year Average, the currently-adopted standard for determining whether a Tract qualifies for New Market Tax Credit applications.

At some time in the future, the program will be updated to utilize more recent data. Until then, this map represents the qualifying data used to determine NMTC eligibility, as of the date of this map (shown at bottom).



Map Date: 6/1/2022 10:45 AM

Path: H:\Planning\Projects-Current\GIS (General)\NMTC Layer\NMTC Layer.aprx





Agenda Sheet for City Council Meeting of:
07/25/2022

Date Rec'd	7/14/2022
Clerk's File #	RES 2022-0070
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BREEAN BEGGS 6254
Contact E-Mail	BBEGGS@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - SUPPORTING ABORTION ACCESS IN SPOKANE

Agenda Wording
Resolution Supporting Abortion Access in Spokane

Summary (Background)
This resolution reaffirms and supports current laws in Washington State that impact abortion access in Spokane. It also limits City employee participation in cooperating with investigations of outside jurisdictions regarding abortion access.

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	7/18 Finance Committee
Division Director		Council Sponsor	CP Beggs; CM Stratton; CM Wilkerson
Finance		Distribution List	
Legal			
For the Mayor			
Additional Approvals			
Purchasing			

RESOLUTION NO. 2022-0070

A resolution recognizing, reaffirming, and supporting the repeated decisions of the people of the state of Washington to protect access to abortion.

WHEREAS, reproductive privacy and decision-making are deeply personal matters; and

WHEREAS, recognizing this, in 1970, the voters of the state of Washington approved Referendum 20, to codify that one reproductive decision, namely whether to obtain an abortion, is an exercise of a pregnant individual's fundamental rights to privacy and autonomy, and is a decision to be made without government interference; and

WHEREAS, to date, Washington is the only state to recognize this fundamental right by a vote of the people; and

WHEREAS, reaffirming this right, the people of the state of Washington adopted Initiative 120 in 1991, which recognized and reaffirmed that the government or its agents may not interfere with or deny a pregnant individual's fundamental right of privacy in making reproductive decisions, such as whether to obtain an abortion; and

WHEREAS, twice since the passage of Referendum 20, the people of the state of Washington have rejected attempts (I-471 in 1984 and I-694 in 1998) to restrict or limit the rights declared and affirmed by popular vote to ensure that a pregnant individual's choice and bodily autonomy in their health care decisions, including their reproductive health care decisions; and

WHEREAS, the Planned Parenthood Health Center in Spokane sees more than 10,000 patients annually with one in four seeking abortion care from out of state and will be massively impacted due to Idaho and others states' abortion bans going into effect; and

WHEREAS, the City of Spokane, as a political subdivision of the state of Washington, is bound by the "public policy of the state of Washington that:

- Every individual has the fundamental right to choose or refuse birth control;
- Every pregnant individual has the fundamental right to choose or refuse to have an abortion;
- the state shall not deny or interfere with a pregnant individual's fundamental right to choose or refuse to have an abortion; and
- The state shall not discriminate against the exercise of these rights in the regulation or provision of benefits, facilities, services, or information"; and

WHEREAS, state law also prohibits the state (and its political subdivisions) from “deny[ing] or interfere[ing] with a pregnant individual’s right to choose to have an abortion prior to viability of the fetus, or to protect their life or health”; and

WHEREAS, despite these repeated decisions by the people of the state of Washington, efforts to undermine, deny, and interfere with women’s fundamental rights to privacy and autonomy in reproductive decisions continue today, such as the recent Supreme Court decision in *Dobbs v. Jackson Women’s Health Organization*, which overruled women’s rights to make decisions about their own bodies and health care; and

WHEREAS, nevertheless, Washington state law continues to protect a pregnant individual’s fundamental right to personal autonomy and privacy in making reproductive decisions, free from government interference, and the City of Spokane and its officers must and will adhere to and enforce it.

NOW THEREFORE, BE IT RESOLVED that the City of Spokane recognizes, supports, and reaffirms the vitality of the public policy choice made repeatedly by the voters of the state of Washington to ensure that all pregnant individuals have the fundamental right to personal autonomy and privacy in their reproductive decisions, including the right to abortion.

BE IT ALSO RESOLVED that the City of Spokane is in firm opposition to the U.S. Supreme Court’s decision in overturning *Roe v. Wade*, and the removal of federal protection for accessing reproductive care and services for all residents of Spokane and across the nation.

BE IT FURTHER RESOLVED that the Spokane City Council urges our federal delegation to immediately pass legislation codifying the rights to abortion, reproductive healthcare and personal autonomy that are currently provided by Washington law to residents of and visitors to Washington and other reproductive to ensure that all people in Spokane and across the nation have the right to the personal privacy and bodily autonomy that are needed for their own health care decisions.

AND BE IT FINALLY RESOLVED that it is hereby the policy of the City of Spokane that no employee or agent of the City within the scope of their duties for the City shall assist another state or government entity, employee or agent in interfering with, investigating, or prosecuting any individual’s exercise of their right to an abortion or pregnancy outcome as well as not interfering with, investigating or prosecuting any abortion providers located in Spokane, Washington.

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

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	City Council
Contact Name & Phone	Breean Beggs – x6254
Contact Email	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs, CM Stratton and CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Resolution Supporting Abortion Access in Spokane
Summary (Background)	This resolution recognizes, reaffirms, and supports the repeated decisions of the people of the state of Washington to protect access to abortion to protect access to abortion in Spokane. It also limits SPD participation in cooperating with investigations of outside jurisdictions regarding abortion access.
Proposed Council Action & Date:	7/25/22
Fiscal Impact: 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.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This resolution is reaffirming and supporting current laws in Washington State that impact abortion access in Spokane and does not have direct impacts on community members.	
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? N/A	



Agenda Sheet for City Council Meeting of:

07/25/2022

Date Rec'd	7/13/2022
Clerk's File #	ORD C36244
Renews #	
Cross Ref #	RES 2022-0069
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BREEAN BEGGS 625-6254
Contact E-Mail	BBEGGS@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 – ORDINANCE AMENDING CITY CHARTER REGARDING CITY ATTORNEY

Agenda Wording

Submitting a ballot proposition to the voters of the City of Spokane amending the duties of, and the process for the appointment and removal of, an Independent City Attorney and other legal counsel by amending sections 24, 28, 29, 33, and 117, and repealing section 32 of the Spokane City Charter.

Summary (Background)

This ordinance is related to a resolution that requests the County Auditor set a special election for Nov. 8, 2022, at which the voters would consider making changes to the City Charter concerning the method of appointing the City Attorney, the duties of the City Attorney, and creating the ability of the Mayor and the City Council to appoint special counsel as needed.

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	FA Comm., 6/27/2022
Council Sponsor	CP Beggs, CM Wilkerson
Distribution List	

ORDINANCE NO. C-36244

An ordinance submitting a ballot proposition to the voters of the City of Spokane amending the duties of, and the process for the appointment and removal of, an Independent City Attorney and other legal counsel by amending sections 24, 28, 29, 33, and 117, and repealing section 32 of the Spokane City Charter.

WHEREAS, pursuant to Section 125 of the City Charter, the City Council, of its own motion, may submit to popular vote for adoption or rejection at any election, proposed amendments to the City Charter; and

WHEREAS, in 1999, Spokane voters changed the City's form of government from the council-manager form to the mayor-council (so-called "strong mayor") form of government; and

WHEREAS, when that change occurred, the city charter's provisions concerning the City Attorney and other legal counsel were not updated to implement the change in government structure; and

WHEREAS, under the current city charter, the Mayor nominates and the City Council appoints the City Attorney, but the City Attorney can be fired by the Mayor alone for any reason or for no reason at all; and

WHEREAS, as a result, although the City Charter requires that the City Attorney act as the legal advisor to both the City Council and the Mayor, in practical terms the City Attorney is not structurally independent under the current form of government; and

WHEREAS, the initiation and settlement of litigation can have a large impact on the City's budget, which is the paramount area of the City Council's responsibility, yet the City Council does not currently have the authority to approve the initiation or settlement of litigation; and

WHEREAS, from time to time, the City Council and the Mayor may each require their own independent counsel to advise them on various matters which may not be held in common with the other branch of City government; and

WHEREAS, the City Council desires to seek approval from the voters of Spokane to amend the City Charter to ensure that the City Attorney is functionally and structurally accountable to both the Mayor and the City Council and to more fully implement the duties of the City Attorney under the City Charter within the Mayor-Council form of government by having greater independence.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 24 of the Spokane City Charter is amended to read as follows:

Section 24: Mayor

The mayor shall be the executive officer of the City. In addition to the powers and duties granted a chief executive and/or administrative officer under the law of the State of Washington, the mayor shall have the following powers and duties:

- A. The power to appoint and remove the administrative heads and assistant administrative heads in each department of the City government, provided the appointment of an administrative head shall be subject to the approval of the city council and, further provided, that the head or assistant head of any department shall not be deprived by any such removal of any standing under the civil service provisions of this Charter which the employee may have had before appointment as head or assistant head of a department.
- B. The power to appoint and remove a city clerk, provided such appointment shall be subject to the approval of the city council.
- C. The power to appoint and remove the city attorney, provided such appointment and removal shall be subject to the approval of the city council as described in Section 28.
- D. The power to appoint and remove, subject to the civil service provisions of this Charter, all other officers and employees of the City of Spokane or to authorize the head of a department or officer responsible to the mayor to appoint and remove subordinates in such department or office.
- E. The power to make all other appointments required to be made by the mayor by the laws of the State of Washington and in the manner provided thereby.
- F. The power to appoint and remove a chief administrative officer whose title may be determined by the mayor. The chief administrative officer shall, under general supervision of the mayor, assist the mayor in administering City government. The salary of the chief administrative officer shall be fixed in the discretion of the mayor, subject to the approval of the city council.
- G. The power to appoint and remove an executive secretary and assistants not subject to civil service, whose compensation shall be fixed by the city council.
- H. Whenever the city council shall be required to appoint any member of a board, commission, or other body, unless the appointee is a council member, it shall be the duty of the mayor to nominate a suitable person for such appointment. If the

city council refuses to appoint any nominee of the mayor, then the mayor shall, within ninety days thereafter, nominate another person to fill the office, and may continue to nominate until appointment. If the mayor fails to make another such nomination within ninety days, then the city council shall select a suitable person to fill the office.

- I. The power to initiate the removal of a council appointee, other than a council member appointee to a committee of the council, by recommending such removal to the city council. The council shall consider the request. If a majority of the council is in favor, the appointee shall be removed. Upon such removal, the vacancy for the unexpired term, if any, shall be filled by appointment in the same manner as if at the beginning of the term, except as otherwise provided in this Charter.
- J. The duty to see that all laws and ordinances are faithfully enforced and that law and order are maintained in the City.
- K. The duty of the mayor annually at the second meeting of the city council in October to communicate by message to the city council a statement of the conditions and affairs of the City, and to recommend the adoption of such measures he or she may deem expedient and proper. The mayor shall make special communication to the city council from time to time as he or she may deem useful and proper, and shall submit reports on City matters when so requested by the city council.
- L. The duty to prepare and present to the city council a budget and a budget message setting forth the programs proposed for the City during the next fiscal year.
- M. The power to recommend to the city council for adoption such measures and ordinances as may be deemed expedient and to make such other recommendations to the city council concerning the affairs of the City as may seem desirable.
- N. The power to veto ordinances or parts of ordinances passed by the council and submitted to him or her as provided herein but such veto may be overridden by the vote of a majority of all council members plus one more vote.
- O. The power to make investigation into the affairs of the City.
- P. The power to make recommendations in connection with the awarding of public contracts and shall see that all contracts made by the City of Spokane are faithfully performed.
- Q. The duty to hold no employment other than that of the City.
- R. The duty to approve for payment and submit to the city council at each meeting for its allowance all claims and bills.

Section 2. That section 28 of the Spokane City Charter is amended to read as follows:

Section 28: Independent City Attorney – Qualifications, Appointment, and Removal

- A. The city attorney shall be a member of the Bar of the State of Washington, and shall have practiced law within the State of Washington not less than five years immediately preceding ~~((his or her))~~their appointment.
- B. The city council shall appoint the city attorney by resolution upon the agreement of the mayor for a term of seven years, which term may be renewed for a single additional seven-year term by resolution of the city council after there is an opportunity for input from the mayor and the public. This subsection B shall apply only to appointments to the position of city attorney after the effective date of this section.
- C. The city council, with the agreement of the mayor, may remove the city attorney prior to the expiration of a term only for just cause shown by passage of a resolution by a vote of a majority plus one of the city council. This subsection C shall apply only to appointments to the position of city attorney after the effective date of this section.

Section 3. That section 29 of the Spokane City Charter is amended to read as follows:

Section 29: Independent City Attorney – Duties

- A. The city attorney shall ~~((be the))~~provide legal ~~((adviser))~~advice ~~((of))~~ to the mayor, city council, and all departments of the City~~((officers))~~; shall conduct all cases in court and all other actions and proceedings not in charge of special or independent counsel, to which the City may be a party or in which it may be interested; shall provide legal advice to all boards, commissions, and other agencies of the City; shall issue written legal opinions upon the request of the mayor, city administrator, board or commission, or member of the city council; shall approve as to form all contracts entered into in the name of the City before the same are executed; and shall perform such other duties as may be required by the city council. The city attorney shall keep a docket and record of all cases and of the proceedings therein, shall keep copies of all official written communications, and shall deliver the same to any successor in office.
- B. The city attorney may commence significant civil litigation on behalf of the City only upon the prior approval by the city council and the mayor, and shall not settle or dismiss any significant civil litigation brought on behalf of the City nor settle any such civil litigation brought against the City unless receiving prior authorization to

do so by the city council and the mayor. The city attorney, through the city prosecutor, shall be responsible for all prosecution originating in the City of Spokane Municipal Court. The City Council shall establish, by ordinance, implementing regulations concerning the method of approval, and the types of cases and amounts in controversy to which this section applies.

C. The city attorney shall have the power to appoint, remove, and discipline all assistant city attorneys, including the city prosecutor and assistant city prosecutors. The city attorney shall also have the power to appoint, remove, and discipline all other employees and subordinates in their office subject at all times to the requirements of Article VI of this charter, pertaining to the civil service.

Section 4. That section 32 of the Spokane City Charter (City Attorney – Assistants) is repealed in its entirety.

Section 5. That section 33 of the Spokane City Charter is amended to read as follows:

Section 33: Special and Independent Counsel

A. The mayor, at any time, at the mayor's sole discretion and upon written notice to the city council, may employ ((~~either or~~)) special counsel to take charge of special matters or to assist the city attorney.

B. The mayor, at any time, at the mayor's sole discretion and upon written notice to the city council, may employ legal counsel independent of the city attorney to advise the mayor in the performance of the mayor's official duties, and to represent the mayor in their official capacity in matters in which the mayor may be a party or in matters in which he or she may be interested, provided that, the duties of such independent counsel shall not conflict with or supersede the duties of the city attorney as set forth in section 29 of this charter.

C. The city council, at any time, at its sole discretion, and upon written notice to the mayor and city attorney, may employ legal counsel independent of the city attorney to advise the city council and the members thereof in the performance of their official duties, and to represent the city council and the members thereof in their official capacities in matters to which the City Council or the members thereof may be a party(ies) or in which it or they may be interested, provided that, the duties of such independent counsel shall not conflict with or supersede the duties of the city attorney as set forth in section 29 of this charter.

Section 6. That section 117 of the Spokane City Charter is amended to read as follows:

Section 117: Power to Subpoena Witnesses

The council and the city attorney shall each have the power to enforce the attendance of witnesses and the production of all books, papers, documents, and files, and to administer oaths in all matters relating to the administration of City affairs or business.

Section 7. This ordinance shall be submitted to the voters of the City of Spokane for their approval or rejection at the special election to be held on November 8, 2022 in conjunction with the scheduled primary election, as the following proposition:

CITY OF SPOKANE

PROPOSITION NO. _____

Amendment to the City Charter Regarding the City Attorney

This amendment will amend sections 24, 28, 29, and 33 and repeal section 32 of the City Charter to amend the requirements and process for the appointment, duties, and powers of the City Attorney and other legal counsel, as set forth in Ordinance C-_____.

Shall this measure be enacted into law?

Yes

No

Section 8. Effective Date.

This ordinance, if approved by the voters at the special election to be held on Tuesday, November 8, 2022, shall take effect and shall be in full force upon the issuance of the certification of election by the Spokane County Auditor’s Office.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

07/25/2022

Date Rec'd

7/13/2022

Clerk's File #

RES 2022-0069

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #

ORD C36244

Contact Name/Phone

BREEAN BEGGS 625-6254

Project #**Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**0320 - RESOLUTION PLACING CITY ATTORNEY MEASURE ON NOVEMBER, 2022
BALLOT**Agenda Wording**

Resolution requesting the County Auditor to hold a special election on Nov. 8, 2022 concerning amendments to the City Charter concerning the appointment and duties of the City Attorney.

Summary (Background)

This resolution requests that the County Auditor set a special election for Nov. 8, 2022, at which the voters would consider making changes to the City Charter concerning the method of appointing the City Attorney, the duties of the City Attorney, and creating the ability of the Mayor and the City Council to appoint special counsel as needed.

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

FA Comm., 6/27/2022

Division Director**Council Sponsor**

CP Beggs, CM Wilkerson

Finance**Distribution List****Legal****For the Mayor****Additional Approvals****Purchasing**

RESOLUTION NO. 2022-0069

A RESOLUTION REQUESTING THE SPOKANE COUNTY AUDITOR TO HOLD A SPECIAL ELECTION ON NOVEMBER 8, 2022, TO SUBMIT TO THE ELECTORS OF THE CITY OF SPOKANE A PROPOSITION REGARDING AMENDMENTS TO SECTIONS 24, 28, 29 AND 33 AND REPEAL SECTION 32 OF THE SPOKANE CITY CHARTER RELATING TO THE APPOINTMENT, DUTIES AND POWERS OF THE CITY ATTORNEY AND OTHER LEGAL COUNSEL

WHEREAS, pursuant to Section 84 of the City Charter, the City Council, of its own motion, may submit to popular vote for adoption or rejection at any election, any proposed ordinance or measure, in the same manner and with the same force and effect as provided in the article for submission on petition; and

WHEREAS, pursuant to Section 125 of the City Charter, the City Council, of its own motion, may submit to popular vote for adoption or rejection at any election, proposed amendments to the City Charter; and

WHEREAS, RCW 29A.04.321(3) requires the City to present a resolution calling for a special election on the date of the general election to the Spokane County Auditor no later than the date of the primary election, which in 2022 falls on Tuesday, August 2, 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane, pursuant to Sections 84 and 125 of the City Charter, that:

1) the Spokane County Auditor is hereby requested pursuant to RCW 29A.04.321(3) to call a special municipal election to be held on November 8, 2022, for the purpose of submitting to the electors of the City of Spokane for their approval or rejection the following proposition:

CITY OF SPOKANE

PROPOSITION NO. _____

Amendment to the City Charter Regarding the City Attorney

This amendment will amend sections 24, 28, 29, and 33 and repeal section 32 of the City Charter to amend the requirements and process for the appointment, duties, and powers of the City Attorney and other legal counsel, as set forth in Ordinance C-36244.

Shall this measure be enacted into law?

Yes

No□

2) the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than August 2, 2022.

Adopted _____.

City Clerk

Approved as to form:

Assistant City Attorney