

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

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

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the March 13, 2023, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of March 13, 2023:

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: 2497 452 1932; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2492 774 1379; password: 0320

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

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, March 13, 2023. 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 public testimony on legislative items (two minutes for open forum)!**

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, prior to the consideration of consent or legislative items, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum shall have 15 (fifteen) spaces of two minutes each available and members of the public who have not spoken during open forum during that calendar month will be prioritized for spaces ahead of those who have spoken during that calendar month.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers will be determined at the discretion of the chair. Each speaker shall be limited to no more than two 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 maintain decorum as laid out in Rule 2.15(E). Legal or personal matters between private parties that do not impact the governance of the City of Spokane are not a permissible topic of open forum testimony.

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, all first reading ordinances together (with the exception of first reading ordinances associated with Hearings, which shall be taken separately), 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 true first and last 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 obscene speech, physically pounding the dais or other furniture, yelling, or personal comments or verbal insults about any individual will be permitted.
- F. A speaker asserting a statement of fact may be asked by a Council Member 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. City employees 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 while in uniform; 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 and avoiding unlawful harassment 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. All persons attending City Council Meetings or City Council sponsored meetings shall refrain from unlawfully harassing other attendees or risk being removed and/or prohibited from attending future meetings.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. Members of the public can sign up to give testimony in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.
- B. 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.
- C. No public testimony shall be taken on amendments to consent or legislative agenda items, votes to override a Mayoral veto, or solely procedural, parliamentary, or administrative matters of the Council.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, MARCH 13, 2023

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

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

LAND ACKNOWLEDGEMENT

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

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

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

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

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

BRIEFING AND LEGISLATIVE SESSIONS

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

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

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking at the public microphone shall verbally identify themselves by their true first and last 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.
- City 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 two-minute speaking time during Open Forum and a three-minute speaking time for other matters. 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, including veto overrides.

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 Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORTS

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.

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

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|----|---|---------|------------------------------|
| 1. | Low Bid of DW Excavating, Inc. of Davenport, WA for the Cochran Basin Stormwater Control Vault—\$7,041,820. An administrative reserve of \$704,182, which is 10% of the contract price, will be set aside. (Council Sponsor: Council Member Kinnear)
Dan Buller | Approve | OPR 2023-0301
ENG 2019148 |
| 2. | Value Blankets for the Riverside Park Water Reclamation Facility from April 1, 2023 through March 31, 2028 with: | Approve | All |
| | a. Two Rivers Terminal, LLC to supply Calcium Nitrate Solution—\$284,795.20. | | OPR 2023-0302
ITB 5778-22 |
| | b. Kemira Water Solutions to supply liquid Aluminum Sulfate—\$2,607,007.50.
(Council Sponsor: Council Members Kinnear and Bingle)
Mike Cannon | | OPR 2023-0303
ITB 5775-22 |

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| 3. Two-Year Value Blanket Order with Commercial Tire for the purchase of miscellaneous tires on an "as needed" basis for the Fleet Department using WA State Contract #00519—annual amount of \$500,000. (Council Sponsors: Council Members Kinnear and Bingle) | Approve | OPR 2023-0304 |
| Rick Giddings | | |
| 4. Purchases by Fleet Services of: | Approve
All | |
| a. Trail King 25" x 8'6" Deck Air Ride Trailer from Pape' (Spokane, WA) for the Water Department using Sourcewell Contract 092922-TKI—\$133,365. (Council Sponsors: Council Members Bingle and Kinnear) | | OPR 2023-0305 |
| b. three Wausau Snow Plows for the Street Department from Wausau-Everest using Sourcewell Contract 030619-WAS—\$90,478.72. (Council Sponsors: Council Members Bingle and Kinnear) | | OPR 2023-0306 |
| c. six Peterbilt 520 Labrie Automizer Alley Hand Automated Side Loader Refuse Trucks from Dobbs Peterbilt, (Liberty Lake, WA) for the Solid Waste Collection Department using Sourcewell Contracts—\$3,346,674.47. (Council Sponsors: Council Members Bingle, Stratton and Wilkerson) | | OPR 2023-0307 |
| d. one CCTV Van from CUES (Orlando, FL) for Wastewater Maintenance accessing the HGAC Contract—\$476,871.73. (Council Sponsors: Council Members Bingle and Kinnear) | | OPR 2023-0308 |
| Rick Giddings | | |
| 5. Purchase from Kraftwerks Engineering, LLC (Medina, OH) of replacement parts for the expeller shafts at the Waste to Energy Facility—\$93,200 (incl. shipping, plus tax). (Council Sponsors: Council Members Kinnear and Bingle) | Approve | OPR 2023-0309
RFQ 5819-23 |
| David Paine | | |
| 6. Value Blanket Amendment with WEMCO, Inc. (Spokane) for the purchase of spare electrical parts for the cranes at the Waste to Energy Facility—additional \$60,000. Total annual cost not to exceed \$109,990 (plus tax). (Council Sponsors: Council Members Kinnear and Bingle) | Approve | OPR 2019-0907
RFQ 5165-19 |
| David Paine | | |

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| 7. | Contract Renewal 1 of 4 with BrandSafway Services LLC (Spokane Valley, WA) for scaffolding services at the Waste to Energy Facility from April 1, 2023 through March 31, 2024—not to exceed \$700,000. (plus tax). (Council Sponsors: Council Members Kinnear and Bingle)
David Paine | Approve | OPR 2022-0168
PW ITB 5537-21 |
| 8. | Contract Renewal 2 of 3 with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for boilermaker services at the Waste to Energy Facility from April 1, 2023 through March 31, 2024—not to exceed \$1,851,000. (incl. tax). (Council Sponsors: Council Members Kinnear and Bingle)
David Paine | Approve | OPR 2020-0341
PW ITB 5238-20 |
| 9. | Contract with WEMCO, Inc. for the purchase and installation of two new crane rope drums for the Waste to Energy Facility—\$253,295.52 (incl. tax). (Council Sponsors: Council Members Kinnear and Bingle)
David Paine | Approve | OPR 2023-0310 |
| 10. | Contract with Big Sky Industrial Services (Colbert, WA) for vacuum support services at the Waste to Energy Facility from April 1, 2023 through March 31, 2024—not to exceed \$175,000 (plus tax). (Council Sponsors: Council Members Kinnear and Bingle)
David Paine | Approve | OPR 2023-0311
IPWQ 5809-23 |
| 11. | Four-Year Contract with EcoChem Analytics, Inc. (League City, TX) for scheduled and unscheduled service of the continuous emissions monitoring system at the Waste to Energy Facility from April 1, 2023 through March 31, 2027—\$168,000. (incl. tax). (Council Sponsors: Council Members Kinnear and Bingle)
David Paine | Approve | OPR 2023-0312
IPWQ 5801-23 |
| 12. | Contract with Hyland Software, Inc. (Westlake, OH) for annual software maintenance and support for the OnBase document imaging system from April 1, 2023 through March 31, 2024 utilizing GSA Contract #GS-35F-249DA—\$65,285.97 (plus tax). (Council Sponsor: Council Member Bingle and Cathcart)
Michael Sloan | Approve | OPR 2020-0723 |
| 13. | Contract with DLT Solutions, LLC (Herndon, VA) for AutoDesk software subscription licenses from March 12, 2023 through March 25, 2024 using government discount pricing via GSA Contract #GS-35F-267DA—\$72,010. (plus tax). (Council Sponsors: Council Members Bingle and Cathcart)
Michael Sloan | Approve | OPR 2023-0313 |

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| <p>14. Sole Source Contract Renewal with Azteca Systems, LLC (Sandy, UT) for continued annual support and maintenance of CityWorks Asset Maintenance Management System from April 1, 2023 through March 31, 2024—\$130,200 (plus tax). (Council Sponsors: Council Members Bingle and Cathcart)
Michael Sloon</p> | <p>Approve</p> | <p>OPR 2016-0235</p> |
| <p>15. Contract with Compunet (Grangeville, ID) for Cisco Smartnet maintenance and support from March 31, 2023 through February 28, 2024 utilizing WA State Contract #05819 (NASPO AR3227) via Interlocal Agreement—\$308,270.38 (plus tax). (Council Sponsors: Council Members Bingle and Cathcart)
Michael Sloon</p> | <p>Approve</p> | <p>OPR 2023-0315</p> |
| <p>16. Contract with Deer Oaks EAP Services, LLC (San Antonio, TX) to provide an Employee Assistance Program to full-time employees with the City beginning April 1, 2023 through March 31, 2026—\$174,000 (or not to exceed \$58,000 per year). (Council Sponsors: Council Members Wilkerson and Stratton)
Mike Piccolo</p> | <p>Approve</p> | <p>OPR 2023-0316
RFP 5780-22</p> |
| <p>17. Contract with GSI Water Solutions, Inc. (Portland, OR) to provide a Nevada Well Station Rehabilitation Study from March 20, 2023 through March 19, 2025—\$433,400. (Council Sponsors: Council Members Kinneer and Bingle)
Mark Papich</p> | <p>Approve</p> | <p>OPR 2023-0317
ENG 2022076</p> |
| <p>18. Contract with the Washington State Department of Health to provide additional grant funding for fluoridation feasibility study through June 30, 2023—\$360,000 Revenue. (Council Sponsor: Council President Beggs)
Katherine Miller</p> | <p>Approve</p> | <p>OPR 2023-0318</p> |
| <p>19. Report of the Mayor of pending:</p> <p>a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2023, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.</p> <p>b. Payroll claims of previously approved obligations through _____, 2023: \$_____.</p> | <p>Approve &
Authorize
Payments</p> | <p>CPR 2023-0002</p> <p>CPR 2023-0003</p> |
| <p>20. City Council Meeting Minutes: _____, 2023.</p> | <p>Approve
All</p> | <p>CPR 2023-0013</p> |

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36345 passed by the City Council December 12, 2022, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C36364

Real Estate Excise Tax Fund

1) Increase appropriation by \$2,819,000.

A) Of the increased appropriation, \$1,415,000 is provided solely as an operating transfer-out to the Park Cumulative Reserve Fund.

B) Of the increased appropriation, \$1,404,000 is provided solely as an operating transfer-out to the Arterial Street Fund.

and

Park Cumulative Reserve Fund

1) Increase revenue by \$2,829,500.

A) Of the increased revenue, \$1,415,000 is provided solely as an operating transfer-in from the Real Estate Excise Tax Fund.

B) Of the increased revenue, \$1,414,500 is provided by the Recreation and Conservation Office via a reimbursable grant.

2) Increase appropriation by \$2,829,500.

A) Of the increased appropriation, \$2,829,500 is provided solely for capital expenditures related to the South Suspension Bridge.

and

Arterial Street Fund

1) Increase revenue by \$1,404,000.

A) Of the increased revenue, \$1,404,000 is provided solely as an operating transfer-in from the Real Estate Excise Tax Fund.

2) Increase appropriation by \$1,934,000.

A) Of the increased appropriation, \$1,404,000 is provided solely for capital expenditures related to the South Gorge Trail.

B) Of the increased appropriation, \$530,000 is provided solely for capital expenditures related to the South Gorge Trail and is funded from the Strategic Investment Urban Experience (SIUE) funds.

(This action arises from the escalated timeline of the Expo+50 capital projects) (Council Sponsors: Council Members Kinneer, Bingle and Zappone) (Deferred from March 6, 2023, Agenda)

Marlene Feist

EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

- ORD C36367 Amending Appendix D of the Comprehensive Plan to revise the Capital Facilities Plan to include additional capacity improvement transportation projects; and declaring an emergency. (Council Sponsors: Council President Beggs and Council Members Kinneer and Bingle)
Tim Thompson
- ORD C36368 Relating to transportation impact fees and amending SMC 17D.075.040 Assessment of Impact Fees, 17D.075.070 Credits, 17D.075.140 Review, 17D.075.180 Impact Fee Schedule, 17D.075.190 Service Area Map, and 17D.075.210 Impact Fee Project list; and declaring an emergency. (Council Sponsors: Council President Beggs and Council Member Kinnear)
Inga Note
- ORD C36369 Relating to GFC public utilities and services; amending SMC sections 13.03.0730, 13.03.0732; and adopting a new section 13.03.0734 to chapter 13.03 of the Spokane Municipal Code; and 13.04.2040, 13.04.2042; and adopting a new section 13.04.2044 to chapter 13.04 of the Spokane Municipal Code; and setting an effective date and declaring an emergency. (Council Sponsors: Council President Beggs and Council Member Kinnear)
Marlene Feist

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2023-0020 Providing for the return of property conveyed to the City by error (Indian Trail area). (Council Sponsors: Council Members Cathcart and Wilkerson)
Marlene Feist
- RES 2023-0021 Declaring Pacwest Machinery LLC (Spokane, WA) a sole-source provider and authorizing the City to enter into a Value Blanket Order for the purchase of TYMCO and Volvo Construction Equipment parts on an “as needed” basis for a five year period without public bidding—\$750,000 or approximately \$150,000 annually. (Council Sponsors: Council Members Kinneer and Stratton)
Rick Giddings

FIRST READING ORDINANCES

- ORD C36370 Related to open forum at Spokane City Council meetings; amending section 2.01.040 of the Spokane Municipal Code. (Council Sponsors: Council President Beggs and Council Member Kinnear)
Hannahlee Allers

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for March 13, 2023
(per Council Rule 2.1.2)

ADJOURNMENT

The March 13, 2023, Regular Legislative Session of the City Council is adjourned to March 27, 2022.

Note: The regularly scheduled City Council/Town Hall meeting for Monday, March 20, 2023, has been canceled.

NOTES



Agenda Sheet for City Council Meeting of:

03/13/2023

Date Rec'd	2/28/2023
Clerk's File #	OPR 2023-0301
Renews #	
Cross Ref #	
Project #	2019148
Bid #	
Requisition #	CR 24675

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 – COCHRAN CONTROL VAULT (2019148) – DW EXCAVATING

Agenda Wording

Low Bid of DW Excavating, Inc. of Davenport, WA for the Cochran Basin Stormwater Control Vault in the amount of \$7,041,820.00. An administrative reserve of \$704,182.00, which is 10% of the contract price, will be set aside.(Audubon/Downriver Council

Summary (Background)

On February 27, 2023 bids were opened for the above project. The low bid was from DW Excavating, Inc. in the amount of \$7,041,820.00, which is \$78,735.00 or 1.13% over the Engineer's Estimate; two other bids were received as follows: Halme Construction, Inc. - \$7,770,469.00 and Apollo, Inc. - \$8,051,770.05

Lease? NO Grant related? YES Public Works? YES

Fiscal Impact

Expense \$ 7,041,820.00

Select \$

Select \$

Select \$

Budget Account

4250-98817-94310-56501-14454

#

#

#

Approvals

Dept Head	BULLER, DAN
Division Director	FEIST, MARLENE
Finance	ORLOB, KIMBERLY
Legal	HARRINGTON, MARGARET
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PIES 11/28/22
Council Sponsor	Kinnear

Distribution List

eraea@spokanecity.org
publicworksaccounting@spokanecity.org
kgoodman@spokanecity.org
kgoodman@spokanecity.org
jgraff@spokanecity.org
pyoung@spokanecity.org
lars@dwexcavating.net

Additional Approvals

Purchasing	WAHL, CONNIE
ACCOUNTING - GRANTS	MURRAY, MICHELLE

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Cochran Basin Stormwater Projects
Summary (Background)	<ul style="list-style-type: none"> • This briefing paper is an update to the briefing paper submitted for the May 2022 PIES meeting which covered the same series of projects. • The Cochran storm drainage basin covers approximately 5,300 acres in NE Spokane, generally bounded on the west by Alberta St., on the north by Francis Ave. on the east by Market St. and on the south by Montgomery St. • Stormwater from this basin currently flows untreated to the Spokane River at the northwest end of the TJ Meenach Br. For several years the City has been seeking and has now acquired funding necessary to address this issue. • Engineering Services has formulated the series of projects shown on the attached exhibit which began last year, continued in 2022 and will wrap up in 2023. Those projects are described as follows: <ul style="list-style-type: none"> ○ Stormwater will be diverted from the river to three large treatment swales. The largest of the proposed will be at the disc golf course west of Downriver Golf Course. Following swale construction (which began this fall), the disc golf course will be restored and upgraded. ○ A second treatment swale area will be south of the existing parking lot at the NW end of the TJ Meenach bridge. That parking lot, which serves river rafters, will be expanded and upgraded. Work on this swale also began this fall. ○ To get the stormwater to the disc golf course treatment area, a pump station will be constructed at the SE corner of TJ Meenach & NW Blvd. That project, which will also reconstruct the north portion of TJ Meenach, will bid early this winter. ○ Water from the TJ Meenach pump station will be piped to the proposed swales at the disc golf course through a 30" diameter pipe in Cleveland Ave (project was finished this fall) and across Downriver Golf Course (project completed in 2021) and also to the proposed swales at the northwest end of the TJ Meenach Bridge through a new pipe in TJ Meenach Dr. (scheduled for 2023). ○ TJ Meenach Dr. will also be reconstructed from the bridge to Northwest Blvd. That project will include various utility work including replacement of the existing water main, installation of new/replacement stormwater mains, and installation of 2nd 60" diameter siphon beneath TJ Meenach which is one of the biggest utility pipes in the city. This project has already been bid and will start construction early in the 2023 construction season.

	<ul style="list-style-type: none"> ○ The connection of that secondary siphon to the existing 60” sewer main will be constructed in a separate project to be bid early this winter and be constructed in summer 2023. • Impacts vary by project. <ul style="list-style-type: none"> • The treatment swale construction at the disc golf will impact traffic minimally but will result closure of the course for the duration of construction. • The treatment swale construction at the northwest end of the TJ Meenach bridge will impact traffic minimally but will result in closure of that parking lot and associated river access for the duration of construction. • The pump station construction area is will be mostly outside the limits of TJ Meenach Dr. That portion that is within TJ Meenach will largely coincide with TJ Meenach street construction. • The project with the biggest public impact will be the TJ Meenach reconstruction and utility project which will require full closure of this important road. We will coordinate closely with the community college and structure the work in such a way that overall closure time is minimized. <p>These projects are largely funded with multiple state grants and loans which have various overlapping deadlines. The project timing indicated on the attached exhibit is designed to satisfy the required deadlines.</p>
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Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
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Fiscal Impact:
Total Cost:
Approved in current year budget? X Yes No N/A

Funding Source X One-time Recurring
Specify funding source: project funds (generally street or utility funds)

Expense Occurrence X One-time Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

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

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

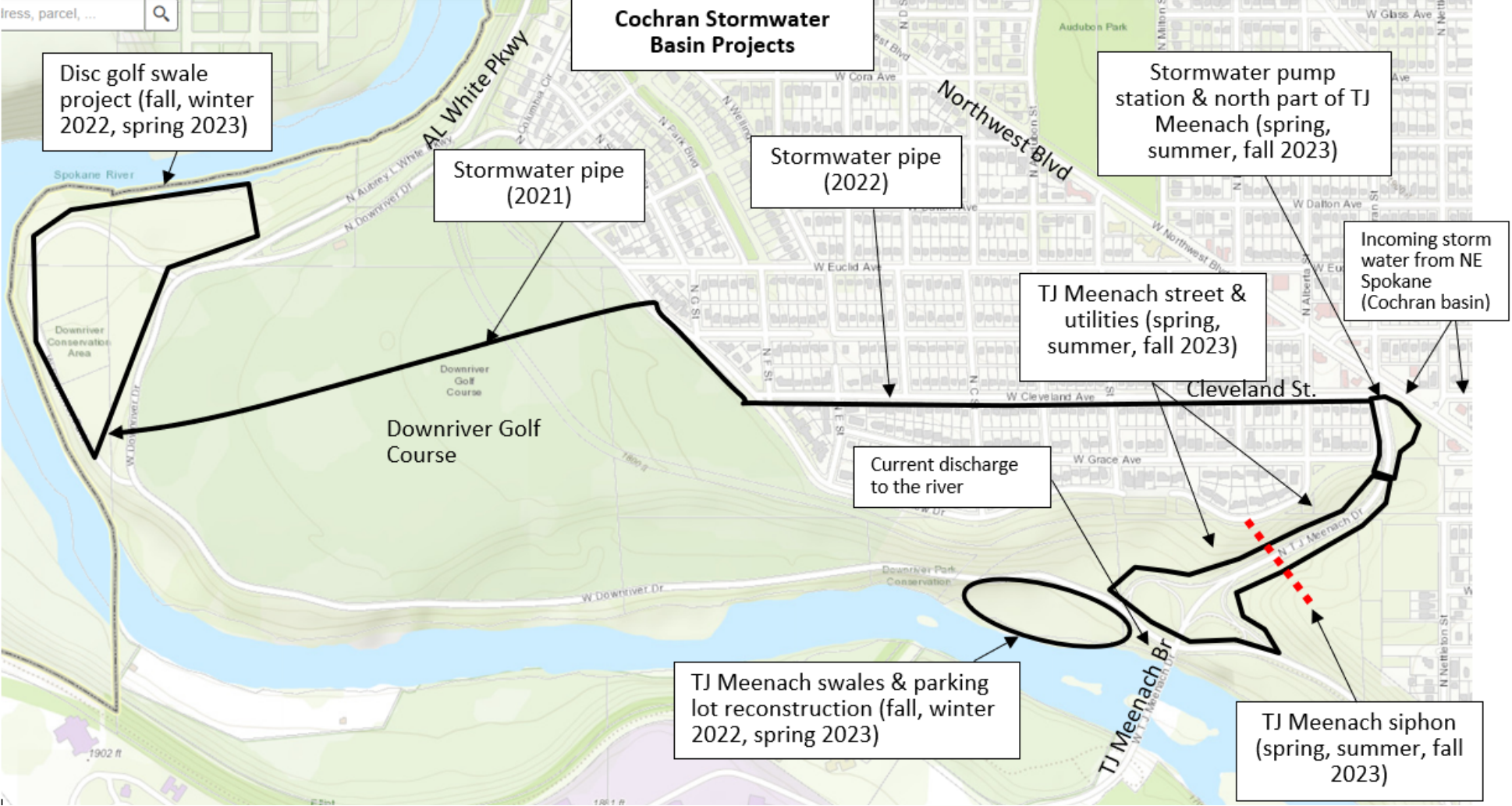
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

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

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

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





City of Spokane
PUBLIC WORKS CONTRACT
Title: **COCHRAN BASIN STORMWATER CONTROL VAULT**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **DW EXCAVATING, INC.**, whose address is 215 Park Street, Davenport, Washington 99122 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE. 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 Special Provisions entitled **COCHRAN BASIN STORMWATER CONTROL VAULT**.
2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor’s completed bid proposal form, the Washington State Department of Transportation’s Standard Specifications for Road, Bridge and Municipal Construction 2022, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 shall apply.
3. TIME OF PERFORMANCE. The time of performance of the Contract shall be in accordance with the contract documents.
4. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.
5. TERMINATION. Either party may terminate this Contract in accordance with the contract documents.
6. COMPENSATION. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule 1 for the actual quantities furnished for each bid item.

7. TAXES. Bid items in Schedule 1 will include sales tax.
8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.
9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the 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.
10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
13. WAGES. Contractor will comply with the Davis Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under

the Davis Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State 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 rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City.

Under 40 USC 3702 of the Act, contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

14. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; 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.

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

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract; shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
2. Each subcontractor which this chapter applies to is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

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

18. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during

employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19. 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.

20. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City

Administrator, no later than five (5) business days after the assignment.

21. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

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

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

26. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The 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.

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

28. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

29. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

31. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

32. CLEAN AIR ACT. Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

33. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

DW EXCAVATING, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Payment Bond
 - Performance Bond
 - Certification Regarding Debarment
 - Schedule 1
- 23-042

PAYMENT BOND

We, **DW EXCAVATING, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SEVEN MILLION FORTY-ONE THOUSAND EIGHT HUNDRED TWENTY AND NO/100 DOLLARS (\$7,041,820.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **COCHRAN BASIN STORMWATER CONTROL VAULT**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

DW EXCAVATING, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **DW EXCAVATING, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SEVEN MILLION FORTY-ONE THOUSAND EIGHT HUNDRED TWENTY AND NO/100 DOLLARS (\$7,041,820.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **COCHRAN BASIN STORMWATER CONTROL VAULT**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

DW EXCAVATING, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

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

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

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

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)

Tax Classification: Sales tax shall be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 900.00	\$ 900.00
2	RECORD DRAWINGS	1.00 LS	\$ 10,000.00	\$ 10,000.00
3	APPRENTICE UTILIZATION	1.00 LS	\$ 34,000.00	\$ 34,000.00
4	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
5	SPCC PLAN	1.00 LS	\$ 650.00	\$ 650.00
6	POTHOLING	10.00 EA	\$ 550.00	\$ 5,500.00
7	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 3,700.00	\$ 3,700.00
8	TYPE B PROGRESS SCHEDULE	1.00 LS	\$ 700.00	\$ 700.00
9	MOBILIZATION	1.00 LS	\$ 447,000.00	\$ 447,000.00
10	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 27,000.00	\$ 27,000.00
11	SEQUENTIAL ARROW SIGNS	2,000.00 HR	\$ 6.00	\$ 12,000.00
12	SPECIAL SIGNS	328.00 SF	\$ 13.50	\$ 4,428.00

13	TYPE III BARRICADE	20.00 EA	\$	165.00	\$	3,300.00
14	CLEARING AND GRUBBING	3,680.00 SY	\$	5.00	\$	18,400.00
15	TREE ROOT TREATMENT	2.00 EA	\$	850.00	\$	1,700.00
16	TREE PROTECTION ZONE	28.00 EA	\$	300.00	\$	8,400.00
17	REMOVE TREE, CLASS I	7.00 EA	\$	625.00	\$	4,375.00
18	REMOVE TREE, CLASS II	8.00 EA	\$	1,500.00	\$	12,000.00
19	REMOVE TREE, CLASS III	3.00 EA	\$	3,500.00	\$	10,500.00
20	REMOVE TREE, CLASS IV	2.00 EA	\$	5,000.00	\$	10,000.00
21	TREE PRUNING	16.00 EA	\$	1,950.00	\$	31,200.00
22	REMOVAL OF STRUCTURE AND OBSTRUCTION	20,000.00 FA	\$	1.00	\$	20,000.00
23	REMOVE EXISTING CURB	306.00 LF	\$	10.50	\$	3,213.00
24	REMOVE EXISTING CURB AND GUTTER	135.00 LF	\$	13.00	\$	1,755.00
25	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	127.00 SY	\$	45.00	\$	5,715.00
26	REMOVE EXISTING > 12 IN. TO < 30 IN. DIA. PIPE	30.00 LF	\$	79.00	\$	2,370.00
27	SAWCUTTING CURB	17.00 EA	\$	28.00	\$	476.00
28	SAWCUTTING RIGID PAVEMENT	3,830.00 LFI	\$	1.00	\$	3,830.00

29	SAWCUTTING FLEXIBLE PAVEMENT	1,420.00 LFI	\$	0.50	\$	710.00
30	ROADWAY EXCAVATION INCL. HAUL	790.00 CY	\$	35.00	\$	27,650.00
31	REMOVE UNSUITABLE FOUNDATION MATERIAL	100.00 CY	\$	35.00	\$	3,500.00
32	REPLACE UNSUITABLE FOUNDATION MATERIAL	100.00 CY	\$	33.00	\$	3,300.00
33	GRANULAR BORROW INCL. HAUL	2,332.00 CY	\$	78.00	\$	181,896.00
34	PRE & POST CONSTRUCTION CONDITION SURVEY - COCHRAN PIT	1.00 LS	\$	2,000.00	\$	2,000.00
35	GRADING AND SHAPING - TJ MEENACH PARK	1.00 LS	\$	14,000.00	\$	14,000.00
36	DISPOSAL OF INERT FILL AND DEBRIS, INCL HAUL	900.00 CY	\$	40.00	\$	36,000.00
37	MATERIAL HAUL TO GRAHAM ROAD LAND-FILL	4,549.00 TON	\$	28.00	\$	127,372.00
38	SPECIAL/INDUSTRIAL WASTE	450.00 TON	\$	28.00	\$	12,600.00
39	HAZARDOUS MATERIAL	50.00 TON	\$	70.00	\$	3,500.00
40	HEALTH AND SAFETY PLAN	1.00 LS	\$	4,600.00	\$	4,600.00
41	PREPARATION OF UNTREATED ROADWAY	2,575.00 SY	\$	6.00	\$	15,450.00
42	STRUCTURE EXCAVATION CLASS A, INCL. HAUL - FLOW CONTROL VAULT	1,100.00 CY	\$	18.00	\$	19,800.00
43	STRUCTURE EXCAVATION CLASS A, INCL. HAUL - PUMP VAULTS	4,800.00 CY	\$	11.00	\$	52,800.00

44	EXTRA EXCAVATION CLASS A INCL. HAUL	500.00 CY	\$	15.00	\$	7,500.00
45	SHORING - FLOW CONTROL VAULT	1.00 LS	\$	137,000.00	\$	137,000.00
46	SHORING - PUMP & VALVE VAULT	1.00 LS	\$	382,000.00	\$	382,000.00
47	SHORING - COCHRAN 48" CONSTRICTION BYPASS PIPE	1.00 LS	\$	92,000.00	\$	92,000.00
48	FLEXIBLE POROUS PAVEMENT	120.00 SY	\$	58.00	\$	6,960.00
49	CRUSHED SURFACING TOP COURSE	140.00 CY	\$	60.00	\$	8,400.00
50	CRUSHED SURFACING BASE COURSE	230.00 CY	\$	60.00	\$	13,800.00
51	CSTC FOR SIDEWALK AND DRIVEWAYS	10.00 CY	\$	250.00	\$	2,500.00
52	REMOVE AND REPLACE CEMENT CONCRETE PANEL	181.00 SY	\$	300.00	\$	54,300.00
53	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	1,225.00 SY	\$	24.00	\$	29,400.00
54	HMA CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	1,350.00 SY	\$	43.00	\$	58,050.00
55	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)
56	COMPACTION PRICE ADJUSTMENT	1.00 EST	\$	4,840.00	\$	4,840.00
57	CONCRETE STRUCTURE - COCHRAN PIT MODIFICATION	1.00 LS	\$	86,500.00	\$	86,500.00
58	CONCRETE STRUCTURE - FLOW CONTROL VAULT	1.00 LS	\$	392,000.00	\$	392,000.00
59	CONCRETE STRUCTURE - PUMP AND VALVE VAULT	1.00 LS	\$	1,050,000.00	\$	1,050,000.00

60	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	10.00 LF	\$	132.00	\$	1,320.00
61	STORM SEWER PIPE 24 IN. DIA. (CITY FURNISH PIPE)	75.00 LF	\$	87.00	\$	6,525.00
62	STORM SEWER PIPE 36 IN. DIA. (CITY FURNISH PIPE)	110.00 LF	\$	86.00	\$	9,460.00
63	STORM SEWER PIPE 48 IN. DIA. (CITY FURNISH PIPE)	110.00 LF	\$	135.00	\$	14,850.00
64	STORM SEWER PIPE - HDPE FORCE MAIN 30 IN. DIA. (CITY FURNISH PIPE)	200.00 LF	\$	193.00	\$	38,600.00
65	STORM SEWER PIPE 12 IN. DIA.	55.00 LF	\$	128.00	\$	7,040.00
66	STORM SEWER FORCE MAIN HDPE PIPE, 30 IN. DIA.	30.00 LF	\$	1,200.00	\$	36,000.00
67	DUCTILE IRON STORM SEWER PIPE - FORCE MAIN 3 IN. DIA.	5.00 LF	\$	2,200.00	\$	11,000.00
68	DUCTILE IRON STORM SEWER PIPE - FORCE MAIN 6 IN. DIA.	20.00 LF	\$	500.00	\$	10,000.00
69	DUCTILE IRON STORM SEWER PIPE - FORCE MAIN 16 IN. DIA.	60.00 LF	\$	300.00	\$	18,000.00
70	DUCTILE IRON STORM SEWER PIPE - FORCE MAIN 30 IN. DIA.	30.00 LF	\$	2,500.00	\$	75,000.00
71	STORM SEWER PUMP STATION PIPING, VALVES AND FITTINGS	1.00 LS	\$	671,400.00	\$	671,400.00
72	MANHOLE - 72 IN.	1.00 EA	\$	13,000.00	\$	13,000.00
73	MANHOLE - 72 IN. SHALLOW	1.00 EA	\$	43,400.00	\$	43,400.00
74	CATCH BASIN TYPE 3	1.00 EA	\$	4,500.00	\$	4,500.00

75	MH OR DW FRAME AND COVER (LOCKABLE)	2.00 EA	\$	1,800.00	\$	3,600.00
76	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1.00 EA	\$	950.00	\$	950.00
77	CONNECT 12 IN. DIA. STORM FORCE MAIN PIPE TO EXISTING STORM PIPE	1.00 EA	\$	900.00	\$	900.00
78	CONNECT 24 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1.00 EA	\$	1,800.00	\$	1,800.00
79	CONNECT 48 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1.00 EA	\$	1,800.00	\$	1,800.00
80	CONNECT 48 IN. DIA. PIPE TO EXISTING STRUCTURE	1.00 EA	\$	3,600.00	\$	3,600.00
81	CONNECT 30 IN. DIA. STORM FORCE MAIN PIPE TO EXISTING STORM PIPE	1.00 EA	\$	3,600.00	\$	3,600.00
82	STORMWATER BYPASS - COCHRAN PIT	1.00 LS	\$	137,000.00	\$	137,000.00
83	CLEANING EXISTING DRAINAGE STRUCTURE	1.00 EA	\$	800.00	\$	800.00
84	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50.00 CY	\$	62.00	\$	3,100.00
85	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50.00 CY	\$	73.00	\$	3,650.00
86	TRENCH SAFETY SYSTEM	1.00 LS	\$	87,500.00	\$	87,500.00
87	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	52,000.00	\$	52,000.00
88	FLOW CONTROL DEVICES AND REGULATORS	1.00 LS	\$	505,000.00	\$	505,000.00
89	ESC LEAD	1.00 LS	\$	12,700.00	\$	12,700.00
90	INLET PROTECTION	6.00 EA	\$	99.00	\$	594.00

91	STABILIZED CONSTRUCTION ENTRANCE	140.00 SY	\$	33.00	\$	4,620.00
92	STREET CLEANING	300.00 HR	\$	175.00	\$	52,500.00
93	SILT FENCE	370.00 LF	\$	6.00	\$	2,220.00
94	EROSION/WATER POLLUTION CONTROL	1.00 LS	\$	4,500.00	\$	4,500.00
95	LANDSCAPING, TJ MEENACH PARK	1.00 LS	\$	59,000.00	\$	59,000.00
96	TOPSOIL TYPE A, 4 INCH THICK	3,800.00 SY	\$	9.00	\$	34,200.00
97	WEED SPRAYING AND CONTROL	3,800.00 SY	\$	0.35	\$	1,330.00
98	HYDROSEEDING	1,000.00 SY	\$	1.50	\$	1,500.00
99	SOD INSTALLATION	2,800.00 SY	\$	12.00	\$	33,600.00
100	2 INCH CALIPER DECIDUOUS TREE	7.00 EA	\$	750.00	\$	5,250.00
101	6 TO 8 FT. HEIGHT EVERGREEN TREE	5.00 EA	\$	780.00	\$	3,900.00
102	IRRIGATION SYSTEM, TEMPORARY	1.00 LS	\$	3,300.00	\$	3,300.00
103	IRRIGATION SYSTEM	1.00 LS	\$	52,000.00	\$	52,000.00
104	3 IN. PVC IRRIGATION SLEEVE	100.00 LF	\$	22.00	\$	2,200.00
105	CEMENT CONCRETE CURB	309.00 LF	\$	54.00	\$	16,686.00

106	CEMENT CONCRETE CURB AND GUTTER	135.00 LF	\$	70.00	\$	9,450.00
107	CEMENT CONCRETE DRIVEWAY	40.00 SY	\$	110.00	\$	4,400.00
108	CHANNELIZING DEVICES - TYPE 4	2.00 EA	\$	450.00	\$	900.00
109	TEMPORARY CONSTRUCTION FENCING WITH PRIVACY SCREEN	1,100.00 LF	\$	5.30	\$	5,830.00
110	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	5,500.00	\$	5,500.00
111	REFERENCE AND REESTABLISH SURVEY MONUMENT	1.00 EA	\$	1,650.00	\$	1,650.00
112	CEMENT CONCRETE SIDEWALK	92.00 SY	\$	75.00	\$	6,900.00
113	RAMP DETECTABLE WARNING	8.00 SF	\$	39.00	\$	312.00
114	COMMUNICATION CONDUIT SYSTEM	1.00 LS	\$	60,000.00	\$	60,000.00
115	COMMUNICATION CABLES AND INTER-FACES	1.00 LS	\$	34,000.00	\$	34,000.00
116	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1.00 LS	\$	3,000.00	\$	3,000.00
117	PAVEMENT MARKING - DURABLE HEAT APPLIED	163.00 SF	\$	12.00	\$	1,956.00
118	CONCRETE TRAFFIC ISLAND 24 IN. WIDE	89.00 LF	\$	83.00	\$	7,387.00
119	STORMWATER PUMPS AND SYSTEM	1.00 LS	\$	826,000.00	\$	826,000.00
120	PUMP STARTUP & TESTING	1.00 LS	\$	8,500.00	\$	8,500.00
121	ELECTRICAL SYSTEMS AND CONTROLS - PUMP STATION	1.00 LS	\$	360,500.00	\$	360,500.00

122	ELECTRICAL EQUIPMENT AND CONTROLS - DRGC POND	1.00 LS	\$	42,500.00	\$	42,500.00
123	PUMP SYSTEM LOGIC AND CONTROLS	1.00 EA	\$	94,000.00	\$	94,000.00
					\$	<u>7,041,820.00</u>
Summary of Bid Items				Schedule 1 Bid Total		\$ <u>7,041,820.00</u>

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number **2019148**

Project Description Cochran Basin Stormwater Control Vault

Original Date

2/27/2023 2:34:00 PM

Project Number: 2019148			Engineer's Estimate		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		APOLLO, INC. (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Tax Classification										
Sales tax shall be included in unit prices										
1	ADA FEATURES SURVEYING	1 LS	2,000.00	2,000.00	900.00	\$900.00	4,200.00	\$4,200.00	2,000.00	\$2,000.00
2	RECORD DRAWINGS	1 LS	10,000.00	10,000.00	10,000.00	\$10,000.00	10,000.00	\$10,000.00	10,000.00	\$10,000.00
3	APPRENTICE UTILIZATION	1 LS	12,000.00	12,000.00	34,000.00	\$34,000.00	11,000.00	\$11,000.00	1,000.00	\$1,000.00
4	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
5	SPCC PLAN	1 LS	1,500.00	1,500.00	650.00	\$650.00	5,000.00	\$5,000.00	1,000.00	\$1,000.00
6	POTHOLING	10 EA	600.00	6,000.00	550.00	\$5,500.00	600.00	\$6,000.00	900.00	\$9,000.00
7	PUBLIC LIAISON REPRESENTATIVE	1 LS	6,000.00	6,000.00	3,700.00	\$3,700.00	15,000.00	\$15,000.00	6,000.00	\$6,000.00
8	TYPE B PROGRESS SCHEDULE	1 LS	5,000.00	5,000.00	700.00	\$700.00	8,000.00	\$8,000.00	5,000.00	\$5,000.00
9	MOBILIZATION	1 LS	455,524.00	455,524.00	447,000.00	\$447,000.00	770,000.00	\$770,000.00	787,000.00	\$787,000.00
10	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	50,000.00	50,000.00	27,000.00	\$27,000.00	36,000.00	\$36,000.00	45,000.00	\$45,000.00
11	SEQUENTIAL ARROW SIGNS	2000 HR	12.00	24,000.00	6.00	\$12,000.00	3.00	\$6,000.00	4.50	\$9,000.00
12	SPECIAL SIGNS	328 SF	30.00	9,840.00	13.50	\$4,428.00	28.00	\$9,184.00	23.00	\$7,544.00
13	TYPE III BARRICADE	20 EA	75.00	1,500.00	165.00	\$3,300.00	72.00	\$1,440.00	400.00	\$8,000.00
14	CLEARING AND GRUBBING	3680 SY	4.00	14,720.00	5.00	\$18,400.00	4.00	\$14,720.00	20.00	\$73,600.00
15	TREE ROOT TREATMENT	2 EA	800.00	1,600.00	850.00	\$1,700.00	800.00	\$1,600.00	852.00	\$1,704.00
16	TREE PROTECTION ZONE	28 EA	200.00	5,600.00	300.00	\$8,400.00	300.00	\$8,400.00	312.00	\$8,736.00
17	REMOVE TREE, CLASS I	7 EA	900.00	6,300.00	625.00	\$4,375.00	700.00	\$4,900.00	640.00	\$4,480.00
18	REMOVE TREE, CLASS II	8 EA	1,200.00	9,600.00	1,500.00	\$12,000.00	1,500.00	\$12,000.00	1,500.00	\$12,000.00
19	REMOVE TREE, CLASS III	3 EA	2,500.00	7,500.00	3,500.00	\$10,500.00	3,500.00	\$10,500.00	3,500.00	\$10,500.00
20	REMOVE TREE, CLASS IV	2 EA	5,200.00	10,400.00	5,000.00	\$10,000.00	5,000.00	\$10,000.00	5,100.00	\$10,200.00
21	TREE PRUNING	16 EA	350.00	5,600.00	1,950.00	\$31,200.00	1,800.00	\$28,800.00	1,990.00	\$31,840.00
22	REMOVAL OF STRUCTURE AND OBSTRUCTION	20000 FA	1.00	20,000.00	1.00	\$20,000.00	1.00	\$20,000.00	1.00	\$20,000.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number: 2019148			Engineer's Estimate		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		APOLLO, INC. (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
23	REMOVE EXISTING CURB	306 LF	10.00	3,060.00	10.50	\$3,213.00	12.00	\$3,672.00	7.00	\$2,142.00
24	REMOVE EXISTING CURB AND GUTTER	135 LF	11.00	1,485.00	13.00	\$1,755.00	12.00	\$1,620.00	8.00	\$1,080.00
25	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	127 SY	12.00	1,524.00	45.00	\$5,715.00	20.00	\$2,540.00	14.00	\$1,778.00
26	REMOVE EXISTING > 12 IN. TO < 30 IN. DIA. PIPE	30 LF	16.00	480.00	79.00	\$2,370.00	8.00	\$240.00	140.00	\$4,200.00
27	SAWCUTTING CURB	17 EA	40.00	680.00	28.00	\$476.00	29.00	\$493.00	55.00	\$935.00
28	SAWCUTTING RIGID PAVEMENT	3830 LFI	2.00	7,660.00	1.00	\$3,830.00	1.00	\$3,830.00	5.70	\$21,831.00
29	SAWCUTTING FLEXIBLE PAVEMENT	1420 LFI	1.00	1,420.00	0.50	\$710.00	0.50	\$710.00	2.25	\$3,195.00
30	ROADWAY EXCAVATION INCL. HAUL	790 CY	35.00	27,650.00	35.00	\$27,650.00	23.00	\$18,170.00	35.00	\$27,650.00
31	REMOVE UNSUITABLE FOUNDATION MATERIAL	100 CY	30.00	3,000.00	35.00	\$3,500.00	23.00	\$2,300.00	27.00	\$2,700.00
32	REPLACE UNSUITABLE FOUNDATION MATERIAL	100 CY	45.00	4,500.00	33.00	\$3,300.00	35.00	\$3,500.00	54.00	\$5,400.00
33	GRANULAR BORROW INCL. HAUL	2332 CY	26.00	60,632.00	78.00	\$181,896.00	12.00	\$27,984.00	45.90	\$107,038.80
34	PRE & POST CONSTRUCTION CONDITION SURVEY - COCHRAN PIT	1 LS	8,000.00	8,000.00	2,000.00	\$2,000.00	23,000.00	\$23,000.00	28,000.00	\$28,000.00
35	GRADING AND SHAPING - TJ MEENACH PARK	1 LS	9,000.00	9,000.00	14,000.00	\$14,000.00	4,000.00	\$4,000.00	24,000.00	\$24,000.00
36	DISPOSAL OF INERT FILL AND DEBRIS, INCL HAUL	900 CY	90.00	81,000.00	40.00	\$36,000.00	30.00	\$27,000.00	20.00	\$18,000.00
37	MATERIAL HAUL TO GRAHAM ROAD LANDFILL	4549 TON	60.00	272,940.00	28.00	\$127,372.00	16.00	\$72,784.00	20.00	\$90,980.00
38	SPECIAL/INDUSTRIAL WASTE	450 TON	165.00	74,250.00	28.00	\$12,600.00	15.00	\$6,750.00	88.00	\$39,600.00
39	HAZARDOUS MATERIAL	50 TON	145.00	7,250.00	70.00	\$3,500.00	190.00	\$9,500.00	480.00	\$24,000.00
40	HEALTH AND SAFETY PLAN	1 LS	12,000.00	12,000.00	4,600.00	\$4,600.00	30,000.00	\$30,000.00	5,000.00	\$5,000.00
41	PREPARATION OF UNTREATED ROADWAY	2575 SY	5.00	12,875.00	6.00	\$15,450.00	6.00	\$15,450.00	2.85	\$7,338.75
42	STRUCTURE EXCAVATION CLASS A, INCL. HAUL - FLOW CONTROL VAULT	1100 CY	37.00	40,700.00	18.00	\$19,800.00	42.00	\$46,200.00	128.00	\$140,800.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number: 2019148			Engineer's Estimate		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		APOLLO, INC. (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
43	STRUCTURE EXCAVATION CLASS A, INCL. HAUL - PUMP VAULTS	4800 CY	37.00	177,600.00	11.00	\$52,800.00	40.00	\$192,000.00	74.00	\$355,200.00
44	EXTRA EXCAVATION CLASS A INCL. HAUL	500 CY	37.00	18,500.00	15.00	\$7,500.00	43.00	\$21,500.00	38.00	\$19,000.00
45	SHORING - FLOW CONTROL VAULT	1 LS	332,000.00	332,000.00	137,000.00	\$137,000.00	500,000.00	\$500,000.00	406,000.00	\$406,000.00
46	SHORING - PUMP & VALVE VAULT	1 LS	1,117,000.00	1,117,000.00	382,000.00	\$382,000.00	455,000.00	\$455,000.00	757,000.00	\$757,000.00
47	SHORING - COCHRAN 48" CONSTRUCTION BYPASS PIPE	1 LS	25,000.00	25,000.00	92,000.00	\$92,000.00	45,000.00	\$45,000.00	92,000.00	\$92,000.00
48	FLEXIBLE POROUS PAVEMENT	120 SY	30.00	3,600.00	58.00	\$6,960.00	110.00	\$13,200.00	90.00	\$10,800.00
49	CRUSHED SURFACING TOP COURSE	140 CY	65.00	9,100.00	60.00	\$8,400.00	61.00	\$8,540.00	65.00	\$9,100.00
50	CRUSHED SURFACING BASE COURSE	230 CY	55.00	12,650.00	60.00	\$13,800.00	67.00	\$15,410.00	58.00	\$13,340.00
51	CSTC FOR SIDEWALK AND DRIVEWAYS	10 CY	210.00	2,100.00	250.00	\$2,500.00	345.00	\$3,450.00	150.00	\$1,500.00
52	REMOVE AND REPLACE CEMENT CONCRETE PANEL	181 SY	450.00	81,450.00	300.00	\$54,300.00	412.00	\$74,572.00	300.00	\$54,300.00
53	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	1225 SY	25.00	30,625.00	24.00	\$29,400.00	25.00	\$30,625.00	24.50	\$30,012.50
54	HMA CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	1350 SY	50.00	67,500.00	43.00	\$58,050.00	45.00	\$60,750.00	44.00	\$59,400.00
55	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
56	COMPACTION PRICE ADJUSTMENT	1 EST	4,840.00	4,840.00	4,840.00	\$4,840.00	4,840.00	\$4,840.00	4,840.00	\$4,840.00
57	CONCRETE STRUCTURE - COCHRAN PIT MODIFICATION	1 LS	59,000.00	59,000.00	86,500.00	\$86,500.00	230,000.00	\$230,000.00	98,000.00	\$98,000.00
58	CONCRETE STRUCTURE - FLOW CONTROL VAULT	1 LS	227,000.00	227,000.00	392,000.00	\$392,000.00	700,000.00	\$700,000.00	547,000.00	\$547,000.00
59	CONCRETE STRUCTURE - PUMP AND VALVE VAULT	1 LS	1,082,000.00	1,082,000.00	1,050,000.00	\$1,050,000.00	1,325,000.00	\$1,325,000.00	1,085,500.00	\$1,085,500.00
60	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	10 LF	145.00	1,450.00	132.00	\$1,320.00	134.00	\$1,340.00	140.00	\$1,400.00
61	STORM SEWER PIPE 24 IN. DIA. (CITY FURNISH PIPE)	75 LF	110.00	8,250.00	87.00	\$6,525.00	76.00	\$5,700.00	618.00	\$46,350.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2019148</i>			<i>Engineer's Estimate</i>		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		APOLLO, INC. (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
62	STORM SEWER PIPE 36 IN. DIA. (CITY FURNISH PIPE)	110 LF	160.00	17,600.00	86.00	\$9,460.00	480.00	\$52,800.00	944.00	\$103,840.00
63	STORM SEWER PIPE 48 IN. DIA. (CITY FURNISH PIPE)	110 LF	180.00	19,800.00	135.00	\$14,850.00	170.00	\$18,700.00	950.00	\$104,500.00
64	STORM SEWER PIPE - HDPE FORCE MAIN 30 IN. DIA. (CITY FURNISH PIPE)	200 LF	120.00	24,000.00	193.00	\$38,600.00	185.00	\$37,000.00	159.00	\$31,800.00
65	STORM SEWER PIPE 12 IN. DIA.	55 LF	100.00	5,500.00	128.00	\$7,040.00	117.00	\$6,435.00	300.00	\$16,500.00
66	STORM SEWER FORCE MAIN HDPE PIPE, 30 IN. DIA.	30 LF	240.00	7,200.00	1,200.00	\$36,000.00	978.00	\$29,340.00	886.00	\$26,580.00
67	DUCTILE IRON STORM SEWER PIPE - FORCE MAIN 3 IN. DIA.	5 LF	85.00	425.00	2,200.00	\$11,000.00	1,400.00	\$7,000.00	1,548.00	\$7,740.00
68	DUCTILE IRON STORM SEWER PIPE - FORCE MAIN 6 IN. DIA.	20 LF	190.00	3,800.00	500.00	\$10,000.00	705.00	\$14,100.00	357.00	\$7,140.00
69	DUCTILE IRON STORM SEWER PIPE - FORCE MAIN 16 IN. DIA.	60 LF	210.00	12,600.00	300.00	\$18,000.00	291.00	\$17,460.00	335.00	\$20,100.00
70	DUCTILE IRON STORM SEWER PIPE - FORCE MAIN 30 IN. DIA.	30 LF	560.00	16,800.00	2,500.00	\$75,000.00	2,085.00	\$62,550.00	2,080.00	\$62,400.00
71	STORM SEWER PUMP STATION PIPING, VALVES AND FITTINGS	1 LS	144,600.00	144,600.00	671,400.00	\$671,400.00	543,000.00	\$543,000.00	375,000.00	\$375,000.00
72	MANHOLE - 72 IN.	1 EA	12,400.00	12,400.00	13,000.00	\$13,000.00	9,500.00	\$9,500.00	9,400.00	\$9,400.00
73	MANHOLE - 72 IN. SHALLOW	1 EA	9,500.00	9,500.00	43,400.00	\$43,400.00	45,000.00	\$45,000.00	39,800.00	\$39,800.00
74	CATCH BASIN TYPE 3	1 EA	5,000.00	5,000.00	4,500.00	\$4,500.00	2,800.00	\$2,800.00	3,200.00	\$3,200.00
75	MH OR DW FRAME AND COVER (LOCKABLE)	2 EA	1,800.00	3,600.00	1,800.00	\$3,600.00	1,475.00	\$2,950.00	930.00	\$1,860.00
76	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1 EA	750.00	750.00	950.00	\$950.00	582.00	\$582.00	850.00	\$850.00
77	CONNECT 12 IN. DIA. STORM FORCE MAIN PIPE TO EXISTING STORM PIPE	1 EA	900.00	900.00	900.00	\$900.00	525.00	\$525.00	3,400.00	\$3,400.00
78	CONNECT 24 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1 EA	2,000.00	2,000.00	1,800.00	\$1,800.00	4,400.00	\$4,400.00	4,100.00	\$4,100.00
79	CONNECT 48 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1 EA	4,000.00	4,000.00	1,800.00	\$1,800.00	4,400.00	\$4,400.00	5,600.00	\$5,600.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2019148</i>			<i>Engineer's Estimate</i>		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		APOLLO, INC. (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
80	CONNECT 48 IN. DIA. PIPE TO EXISTING STRUCTURE	1 EA	7,500.00	7,500.00	3,600.00	\$3,600.00	4,400.00	\$4,400.00	11,300.00	\$11,300.00
81	CONNECT 30 IN. DIA. STORM FORCE MAIN PIPE TO EXISTING STORM PIPE	1 EA	3,200.00	3,200.00	3,600.00	\$3,600.00	4,400.00	\$4,400.00	4,200.00	\$4,200.00
82	STORMWATER BYPASS - COCHRAN PIT	1 LS	45,400.00	45,400.00	137,000.00	\$137,000.00	20,000.00	\$20,000.00	173,000.00	\$173,000.00
83	CLEANING EXISTING DRAINAGE STRUCTURE	1 EA	700.00	700.00	800.00	\$800.00	2,800.00	\$2,800.00	860.00	\$860.00
84	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	40.00	2,000.00	62.00	\$3,100.00	30.00	\$1,500.00	25.00	\$1,250.00
85	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	50.00	2,500.00	73.00	\$3,650.00	28.00	\$1,400.00	34.00	\$1,700.00
86	TRENCH SAFETY SYSTEM	1 LS	21,200.00	21,200.00	87,500.00	\$87,500.00	12,000.00	\$12,000.00	23,000.00	\$23,000.00
87	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	20,000.00	20,000.00	52,000.00	\$52,000.00	16,000.00	\$16,000.00	31,000.00	\$31,000.00
88	FLOW CONTROL DEVICES AND REGULATORS	1 LS	149,000.00	149,000.00	505,000.00	\$505,000.00	141,000.00	\$141,000.00	111,000.00	\$111,000.00
89	ESC LEAD	1 LS	5,000.00	5,000.00	12,700.00	\$12,700.00	600.00	\$600.00	2,300.00	\$2,300.00
90	INLET PROTECTION	6 EA	110.00	660.00	99.00	\$594.00	300.00	\$1,800.00	115.00	\$690.00
91	STABILIZED CONSTRUCTION ENTRANCE	140 SY	50.00	7,000.00	33.00	\$4,620.00	63.00	\$8,820.00	21.00	\$2,940.00
92	STREET CLEANING	300 HR	260.00	78,000.00	175.00	\$52,500.00	133.00	\$39,900.00	106.00	\$31,800.00
93	SILT FENCE	370 LF	6.00	2,220.00	6.00	\$2,220.00	5.00	\$1,850.00	5.00	\$1,850.00
94	EROSION/WATER POLLUTION CONTROL	1 LS	8,000.00	8,000.00	4,500.00	\$4,500.00	11,000.00	\$11,000.00	22,500.00	\$22,500.00
95	LANDSCAPING, TJ MEENACH PARK	1 LS	46,000.00	46,000.00	59,000.00	\$59,000.00	57,000.00	\$57,000.00	57,000.00	\$57,000.00
96	TOPSOIL TYPE A, 4 INCH THICK	3800 SY	10.00	38,000.00	9.00	\$34,200.00	9.00	\$34,200.00	8.95	\$34,010.00
97	WEED SPRAYING AND CONTROL	3800 SY	4.00	15,200.00	0.35	\$1,330.00	1.00	\$3,800.00	0.35	\$1,330.00
98	HYDROSEEDING	1000 SY	6.00	6,000.00	1.50	\$1,500.00	3.00	\$3,000.00	1.50	\$1,500.00
99	SOD INSTALLATION	2800 SY	20.00	56,000.00	12.00	\$33,600.00	12.00	\$33,600.00	12.50	\$35,000.00
100	2 INCH CALIPER DECIDUOUS TREE	7 EA	650.00	4,550.00	750.00	\$5,250.00	780.00	\$5,460.00	790.00	\$5,530.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number: 2019148			Engineer's Estimate		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		APOLLO, INC. (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
101	6 TO 8 FT. HEIGHT EVERGREEN TREE	5 EA	650.00	3,250.00	780.00	\$3,900.00	800.00	\$4,000.00	800.00	\$4,000.00
102	IRRIGATION SYSTEM, TEMPORARY	1 LS	4,000.00	4,000.00	3,300.00	\$3,300.00	4,000.00	\$4,000.00	3,400.00	\$3,400.00
103	IRRIGATION SYSTEM	1 LS	35,000.00	35,000.00	52,000.00	\$52,000.00	53,000.00	\$53,000.00	53,000.00	\$53,000.00
104	3 IN. PVC IRRIGATION SLEEVE	100 LF	25.00	2,500.00	22.00	\$2,200.00	29.00	\$2,900.00	7.00	\$700.00
105	CEMENT CONCRETE CURB	309 LF	35.00	10,815.00	54.00	\$16,686.00	53.00	\$16,377.00	51.00	\$15,759.00
106	CEMENT CONCRETE CURB AND GUTTER	135 LF	35.00	4,725.00	70.00	\$9,450.00	65.00	\$8,775.00	64.00	\$8,640.00
107	CEMENT CONCRETE DRIVEWAY	40 SY	90.00	3,600.00	110.00	\$4,400.00	169.00	\$6,760.00	106.00	\$4,240.00
108	CHANNELIZING DEVICES - TYPE 4	2 EA	400.00	800.00	450.00	\$900.00	465.00	\$930.00	470.00	\$940.00
109	TEMPORARY CONSTRUCTION FENCING WITH PRIVACY SCREEN	1100 LF	38.00	41,800.00	5.30	\$5,830.00	15.00	\$16,500.00	17.00	\$18,700.00
110	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	2,000.00	2,000.00	5,500.00	\$5,500.00	6,800.00	\$6,800.00	570.00	\$570.00
111	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	800.00	800.00	1,650.00	\$1,650.00	900.00	\$900.00	720.00	\$720.00
112	CEMENT CONCRETE SIDEWALK	92 SY	100.00	9,200.00	75.00	\$6,900.00	100.00	\$9,200.00	95.00	\$8,740.00
113	RAMP DETECTABLE WARNING	8 SF	35.00	280.00	39.00	\$312.00	40.00	\$320.00	40.00	\$320.00
114	COMMUNICATION CONDUIT SYSTEM	1 LS	50,000.00	50,000.00	60,000.00	\$60,000.00	61,000.00	\$61,000.00	59,500.00	\$59,500.00
115	COMMUNICATION CABLES AND INTERFACES	1 LS	8,000.00	8,000.00	34,000.00	\$34,000.00	35,000.00	\$35,000.00	33,900.00	\$33,900.00
116	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	2,000.00	2,000.00	3,000.00	\$3,000.00	3,000.00	\$3,000.00	3,200.00	\$3,200.00
117	PAVEMENT MARKING - DURABLE HEAT APPLIED	163 SF	15.00	2,445.00	12.00	\$1,956.00	12.00	\$1,956.00	12.00	\$1,956.00
118	CONCRETE TRAFFIC ISLAND 24 IN. WIDE	89 LF	90.00	8,010.00	83.00	\$7,387.00	85.00	\$7,565.00	100.00	\$8,900.00
119	STORMWATER PUMPS AND SYSTEM	1 LS	644,800.00	644,800.00	826,000.00	\$826,000.00	756,000.00	\$756,000.00	726,000.00	\$726,000.00

City Of Spokane
Engineering Services Department
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<i>Project Number: 2019148</i>			<i>Engineer's Estimate</i>		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		APOLLO, INC. (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
120	PUMP STARTUP & TESTING	1 LS	45,000.00	45,000.00	8,500.00	\$8,500.00	19,000.00	\$19,000.00	17,000.00	\$17,000.00
121	ELECTRICAL SYSTEMS AND CONTROLS - PUMP STATION	1 LS	627,000.00	627,000.00	360,500.00	\$360,500.00	372,000.00	\$372,000.00	359,000.00	\$359,000.00
122	ELECTRICAL EQUIPMENT AND CONTROLS - DRGC POND	1 LS	62,000.00	62,000.00	42,500.00	\$42,500.00	47,000.00	\$47,000.00	42,000.00	\$42,000.00
123	PUMP SYSTEM LOGIC AND CONTROLS	1 EA	32,000.00	32,000.00	94,000.00	\$94,000.00	95,000.00	\$95,000.00	93,000.00	\$93,000.00
Bid Total			\$6,963,085.00		\$7,041,820.00		\$7,770,469.00		\$8,051,770.05	

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Total</i>
ENGINEER'S ESTIMATE	6,963,085.00	0.00	0.00	0.00	0.00	0.00	6,963,085.00
DW EXCAVATING INC (Submitted)	7,041,820.00	0.00	0.00	0.00	0.00	0.00	7,041,820.00
HALME CONSTRUCTION INC (Submitted)	7,770,469.00	0.00	0.00	0.00	0.00	0.00	7,770,469.00
APOLLO, INC. (Submitted)	8,051,770.05	0.00	0.00	0.00	0.00	0.00	8,051,770.05

Low Bid Contractor: DW EXCAVATING INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	7,041,820.00	6,963,085.00	1.13 % Over Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	7,041,820.00	6,963,085.00	1.13 % Over Estimate



Agenda Sheet for City Council Meeting of:
03/13/2023

Date Rec'd	2/28/2023
Clerk's File #	OPR 2023-0302
Renews #	
Cross Ref #	
Project #	
Bid #	ITB-5778-22
Requisition #	VALUE BLANKET

Submitting Dept	WASTEWATER MANAGEMENT
Contact Name/Phone	MIKE CANNON 625-4642
Contact E-Mail	MCANNON@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4320 VALUE BLANKET TO TWO RIVERS TO SUPPLY CALCIUM NITRATE SOLUTION

Agenda Wording

Consent to award value blanket contract to supply Calcium Nitrate Solution to Two Rivers Terminal, LLC. The value blanket shall be for a total of five years beginning April 1, 2023 and terminating on March 31, 2028.

Summary (Background)

ITB 5778-22 was issued to enable us to procure this necessary product on a keep fill basis. RPWRF has used nitrate oxygen odor control chemicals to control odors and corrosion at Northwest Terrace Lift Station (which is located adjacent to Riverside State Park) for many years, with excellent results.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ \$284,795.20

Select \$

Select \$

Select \$

Budget Account

4320.43260.35148.53203

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Approvals

Dept Head	GENNETT, RAYLENE
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	PICCOLO, MIKE
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PIES 2/27/2023
Council Sponsor	CM Kinnear & CM Bingle

Distribution List

hbarnhart@spokanecity.org
kkeck@spokanecity.org
mmurray@spokanecity.org

Purchasing

PRINCE, THEA

Tax & Licenses

rrinderle@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	RPWRF
Contact Name	Mike Cannon
Contact Email & Phone	mcannon@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Consent to award value blanket contract to supply Calcium Nitrate Solution to Two Rivers Terminal, LLC.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>ITB 5778-22 was issued to enable us to procure this necessary product on a keep fill basis.</p> <p>RPWRF has used nitrate oxygen odor control chemicals to control odors and corrosion at Northwest Terrace Lift Station (which is located adjacent to Riverside State Park) for many years, with excellent results.</p> <p>The contract shall be with Two Rivers Terminal, LLC for a five (5) year period beginning approximately April 1, 2023 and terminating on March 31, 2028.</p>
Proposed Council Action	Council consent agenda, March 13 th , 2023
Fiscal Impact	
Total Cost: <u>\$284,795.20</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Department	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
There will be no disproportionate impacts to historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
N/A: The proposed expenditure is for critical utility infrastructure and our NPDES permit. In order to control odor and corrosion, this solution is added.	

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

N/A: The proposed expenditure is for critical wastewater treatment.

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

This aligns with our current Purchasing Policy guidelines. ITB 5778-22 was issued and Two Rivers Terminal, LLC. was the lowest responsive, responsible bidder.



CITY OF SPOKANE
 Nelson Purchasing Team
 SPOKANE, WA
 PHONE 509 625 6527

ITB 5778-22 Nitrate Oxygen Odor Control Solution, Keep-Filled Basis

Estimated quantities are for the purpose of comparing bids on a uniform basis. Payment will be made only for actual quantities ordered. PRICING ADJUSTEMENTS considered 3-month after the bid due date of

VENDOR		Municipal Services		Two Rivers Terminal, LLC		Brenntag Pacific	
Item	Annual Estimated Quantity, More Or Less	Unit Price Per Gallon	Extended Price	Unit Price Per Pound	Extended Price	Unit Price Per Pound	Extended Price
PRICING TABLE 1 - LIQUID							
NITRATE OXYGEN ORDER CONTROL SOLUTION - 3000 Gallons Per Delivery. Unit Price to Include Freight Transport, Delivery, Handling, and Demurrage Charges.	92,000 Gallons	\$3.78	\$347,760.00	\$2.84	\$261,280.00	\$5.87	\$540,040.00
Table 1 Subtotal			\$347,760.00		\$261,280.00		\$540,040.00
Table 1 Tax			\$31,298.40		\$23,515.20		\$48,603.60
Table 1 Extended Total			\$379,058.40		\$284,795.20		\$588,643.60

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

03/13/2023

Date Rec'd	2/28/2023
Clerk's File #	OPR 2023-0303
Renews #	
Cross Ref #	
Project #	
Bid #	ITB-5775-22
Requisition #	VALUE BLANKET

Submitting Dept	WASTEWATER MANAGEMENT
Contact Name/Phone	MIKE CANNON 625-4642
Contact E-Mail	MCANNON@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4320 VALUE BLANKET TO KEMIRA WATER SOLUTIONS TO SUPPLY ALUMINUM SULFATE

Agenda Wording

Consent to award value blanket contract to supply liquid Aluminum Sulfate to Kemira Water Solutions. The contract shall be with Kemira Water Solutions for a five (5) year period beginning approximately April 1, 2023 and terminating on March 31, 2028.

Summary (Background)

Aluminum Sulfate is used to remove Phosphorus from water from the Riverside Park Water Reclamation Facility that is discharged to the Spokane River. In order to remove Phosphorus from water discharged from RPWRF, it is necessary to add liquid Aluminum Sulfate. RPWRF is required, by its discharge permit, to chemically remove Phosphorus from its effluent flow. We are anticipating usage of approximately 6,200 dry tons.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ \$2,607,007.50

Select \$

Select \$

Select \$

Budget Account

4320.43260.35148.53203

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Approvals**Dept Head** GENNETT, RAYLENE**Division Director** FEIST, MARLENE**Finance** ALBIN-MOORE, ANGELA**Legal** PICCOLO, MIKE**For the Mayor** PERKINS, JOHNNIE**Council Notifications****Study Session\Other** PIES 2/27/23**Council Sponsor** CM Kinnear & CM Bingle**Distribution List**

hbarnhart@spokanecity.org

kkeck@spokanecity.org

mmurray@spokanecity.org

Purchasing PRINCE, THEA

Tax & Licenses

rrinderle@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	RPWRF
Contact Name	Mike Cannon
Contact Email & Phone	mcannon@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Consent to award value blanket contract to supply liquid Aluminum Sulfate to Kemira Water Solutions
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>ITB 5775-22 was issued to enable us to procure this necessary product on a keep fill basis.</p> <p>Aluminum Sulfate is used to remove Phosphorus from water from the Riverside Park Water Reclamation Facility that is discharged to the Spokane River. In order to remove Phosphorus from water discharged from RPWRF, it is necessary to add liquid Aluminum Sulfate. RPWRF is required, by its discharge permit, to chemically remove Phosphorus from its effluent flow. We are anticipating usage of approximately 6,200 dry tons.</p> <p>The contract shall be with Kemira Water Solutions for a five (5) year period beginning approximately April 1, 2023 and terminating on March 31, 2028.</p>
Proposed Council Action	Council consent agenda, March 13 th , 2023
Fiscal Impact Total Cost: <u>\$2,607,007.50</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Department Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? There will be no disproportionate impacts to historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A: The proposed expenditure is for critical utility infrastructure and our NPDES permit.	

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

N/A: The proposed expenditure is for critical wastewater treatment.

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

This aligns with our current Purchasing Policy guidelines. ITB 5775-22 was issued and Kemira Water Solutions was the lowest responsive, responsible bidder.



CITY OF SPOKANE

Nelson Purchasing Team
 SPOKANE, WA
 PHONE 509 625 6527

ITB 5775-22 Liquid Aluminum Sulfate; Keep-Filled Basis

Estimated quantities are for the purpose of comparing bids on a uniform basis. Payment will be made only for actual quantities ordered. PRICING ADJUSTEMENTS considered 3-month after the bid due date of

VENDOR		Kemira Water Solutions		CHEMTRADE CHEMICALS US LLC	
Item	Annual Estimated Quantity, More Or Less	PRICE PER DRY TON IN AN AQUEOUS SOLUTION. Unit Price Per Ton must include all Freight Transport, Delivery, Handling, and Demurrage Charges.	Extended Price	PRICE PER DRY TON IN AN AQUEOUS SOLUTION. Unit Price Per Ton must include all Freight Transport, Delivery, Handling, and Demurrage Charges.	Extended Price
LIQUID ALUMINUM SULFATE AL ₂ (SO ₄) ₃ . 14 H ₂ O	5,000 TONS	\$478.35	\$2,391,750.00	\$796.00	\$3,980,000.00
Subtotal			\$2,391,750.00		\$3,980,000.00
Table 1 Tax			\$215,257.50		\$358,200.00
Extended Total			\$2,607,007.50		\$4,338,200.00



Agenda Sheet for City Council Meeting of:
03/13/2023

Date Rec'd	2/28/2023
Clerk's File #	OPR 2023-0304
Renews #	
Cross Ref #	
Project #	
Bid #	STATE CONTRACT
Requisition #	VB

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS X7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - TWO (2) YEAR VB FOR MISCELLANEOUS TIRES

Agenda Wording
 Fleet Services would like to enter into a Value Blanket Order for the purchase of miscellaneous tires on an "as needed" basis with Commercial Tire, Spokane WA for a two (2) year period, using Wa St Contract # 00519 for an annual amount of \$500,000.00

Summary (Background)
 This Value Blanket Order is for the purchase of miscellaneous tires for the City's fleet.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense \$ 500,000.00		# various
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	RUSSELL, ADAM T.	Study Session\Other	PIES 2/27/23
Division Director	WALLACE, TONYA	Council Sponsor	CMs Kinnear, Bingle
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE		tprince@spokanecity.org
For the Mayor	PERKINS, JOHNNIE		
Additional Approvals			
Purchasing	PRINCE, THEA		

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 625-7706
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Fleet Services Value Blanket Order with Commercial Tire for miscellaneous tires
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to enter into a Value Blanket Order for the purchase of miscellaneous tires on an “as needed” basis with Commercial Tire, Spokane WA for a two (2) year period, using Washington State Contract # 00519 for an annual amount of \$500,000.
Proposed Council Action	Approve Value Blanket Order
Fiscal Impact Total Cost: <u>\$500,000.00</u> annually 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: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
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	
will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Price and Service comparison between vendors.	
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? Aligns with Centralized Fleet Policy.	



Agenda Sheet for City Council Meeting of:
03/13/2023

Date Rec'd	2/28/2023
Clerk's File #	OPR 2023-0305
Renews #	
Cross Ref #	
Project #	
Bid #	SOURCEWELL CONTRACT
Requisition #	RE 20242

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS X7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - PURCHASE OF TRAIL KING TRAILER

Agenda Wording

Fleet Services would like to purchase a Trail King 25" x 8'6" Deck Air Ride Trailer from Pape' (Spokane, WA) for the Water Department. This is being purchased off Sourcewell Contract 092922-TKI. \$133,365.00.

Summary (Background)

This trailer will replace an older equipment trailer that has reached the end of its economic life.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 134,755.75

Select \$

Select \$

Select \$

Budget Account

4100-42490-94340-11058

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Approvals

Dept Head RUSSELL, ADAM T.

Division Director WALLACE, TONYA

Finance ORLOB, KIMBERLY

Legal PICCOLO, MIKE

For the Mayor PERKINS, JOHNNIE

Council Notifications

Study Session\Other PIES 2/27/23

Council Sponsor CMs Kinnear, Bingle

Distribution List

tprince@spokanecity.org

Additional Approvals

Purchasing PRINCE, THEA

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 625-7706
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Purchase of Trail King 25"x8'6" Deck Air Ride Trailer
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to purchase a Trail King 25" x 8'6" Deck Air Ride Trailer for the Water Department. This is being purchased off Sourcewell Contract 092922-TKI. This trailer will replace an older equipment trailer that has reached the end of its economic life.
Proposed Council Action	Approve Purchase
Fiscal Impact Total Cost: <u>\$133,365.00</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: Click or tap here to enter text. Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? No impact identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Fleet collects data through our FIMS to compare operational costs for future lifecycle cost calculations.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This trailer aligns with the City's Centralized Fleet Policy and the Capital Improvement Plan. The trailer is necessary for the Water Department to fulfill its mission.	

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

03/13/2023

Date Rec'd	2/28/2023
Clerk's File #	OPR 2023-0306
Renews #	
Cross Ref #	
Project #	
Bid #	SOURCEWELL CONTRACT
Requisition #	RE 20246

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS X7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - FLEET SERVICES PURCHASE OF THREE (3) SNOW PLOWS

Agenda Wording

Fleet Services would like to purchase three (3) Wausau Snow Plows for the Street Department from Wausau-Everest. These are being purchased off Sourcewell Contract 030619-WAS.

Summary (Background)

These plows will be installed on new pieces of equipment coming into the Fleet.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 90,478.72

Select \$

Select \$

Select \$

Budget Account

5110-71700-94000-56404-99999

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Approvals**Dept Head** RUSSELL, ADAM T.**Division Director** WALLACE, TONYA**Finance** ORLOB, KIMBERLY**Legal** PICCOLO, MIKE**For the Mayor** PERKINS, JOHNNIE**Council Notifications****Study Session\Other** PIES 2/27/23**Council Sponsor** CM Kinnear & CM Bingle**Distribution List**

tprince@spokanecity.org

Additional Approvals**Purchasing** PRINCE, THEA

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 625-7706
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Purchase of Wausau Snow Plows
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to purchase three (3) Wausau Snow Plows for the Street Department. These are being purchased off Sourcewell Contract 030619-WAS.
Proposed Council Action	Approve Purchase
Fiscal Impact	
Total Cost: <u>90,791.55</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: Click or tap here to enter text.	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? No impact identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Fleet collects data through our FIMS to compare operational costs for future lifecycle cost calculations.	
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? Aligns with Capital Improvement Plan and Centralized Fleet Policy	



Agenda Sheet for City Council Meeting of:
03/13/2023

Date Rec'd	2/28/2023
Clerk's File #	OPR 2023-0307
Renews #	
Cross Ref #	
Project #	
Bid #	SOURCEWELL CONTRACT
Requisition #	RE 20239

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS X7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - FLEET PURCHASE OF SIX (6) SIDE LOADER REFUSE TRUCKS

Agenda Wording
 Fleet Services would like to purchase six (6) Peterbilt 520 Labrie Automizer Alley Hand Automated Side Loader Refuse Trucks for the Solid Waste Collection Department from Dobbs Peterbilt, Liberty Lake, WA accessing Sourcewell Contracts-\$3,346,674.47

Summary (Background)
 These Refuse Trucks will be replacing trucks that have outlived their economic life.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact	Budget Account	
Expense \$ 3,346,674.47	# 4500-45100-94000-56404-99999	
Select \$	#	
Select \$	#	
Select \$	#	

Approvals		Council Notifications	
Dept Head	RUSSELL, ADAM T.	Study Session\Other	PIES 2/27/23
Division Director	WALLACE, TONYA	Council Sponsor	CMs Bingle, Stratton, Wilkerson
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	tprince@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE		
Additional Approvals			
Purchasing	PRINCE, THEA		

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 625-7706
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Purchase of six (6) Automated side loader refuse trucks
Summary (Background)	Fleet Services would like to purchase six (6) Peterbilt 520 Labrie Automizer Alley Hand Automated Side Loader Refuse Trucks for the Solid Waste Collection Department. These will be purchased from Dobbs Peterbilt, Liberty Lake, WA accessing Sourcewell Contract #060920-PMC and #112014-LEG.
Proposed Council Action	Approve Purchase
Fiscal Impact	
Total Cost: <u>\$3,346,674.47</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: Click or tap here to enter text.	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Refuse collection provides equal benefit to all residents without regard to social or economic factors.	
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? This data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Fleet Services collects data relating to maintenance, repair, and fuel cost for comparison with similar equipment to aid in future purchasing decisions.	
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? Aligns with Centralized Fleet Policy and Capital Improvement Program.	



Agenda Sheet for City Council Meeting of:
03/13/2023

Date Rec'd	2/28/2023
Clerk's File #	OPR 2023-0308
Renews #	
Cross Ref #	
Project #	
Bid #	HGAC BUY CONTRACT
Requisition #	RE 20244

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS X7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - FLEET PURCHASE OF CCTV VAN

Agenda Wording
Fleet Services would like to purchase one (1) CCTV Van from CUES (Orlando, FL) for Wastewater Maintenance accessing the HGAC Contract - \$476,871.73

Summary (Background)
This equipment is used in the maintenance and preservation of the sewer and storm systems in the City which is regulated by the Department of Ecology. This will replace a unit that has reached the end of its economic life.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 476,871.13	# 4310-43387-94350-56404-10072
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	RUSSELL, ADAM T.	Study Session\Other	PIES 2/27/23
Division Director	WALLACE, TONYA	Council Sponsor	CM Kinnear & CM Bingle
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	tprince@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE		

Additional Approvals	
Purchasing	PRINCE, THEA

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 625-7706
Council Sponsor(s)	CM Lori Kinneer
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Purchase of a CCTV Van
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to purchase one (1) CCTV Van from CUES (Orlando, FL) for Wastewater Maintenance accessing the HGAC Contract. This equipment is used in the maintenance and preservation of the sewer and storm systems in the City which is regulated by the Department of Ecology. This will replace a unit that has reached the end of its economic life.
Proposed Council Action	Approve Purchase
Fiscal Impact Total Cost: <u>\$476,871.73</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: Click or tap here to enter text. Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Sewer and storm systems benefit all communities equally.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Fleet Services collects data for lifecycle cost comparison with other similar units.	
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? Aligns with Capital Improvement Plan and Centralized Fleet Policy.	

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

03/13/2023

Date Rec'd	2/28/2023
Clerk's File #	OPR 2023-0309
Renews #	
Cross Ref #	
Project #	
Bid #	RFQ 5819-23
Requisition #	RE 20258

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	DAVID PAINE 625-6878
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4490 PURCHASE OF EXPELLER SHAFT PARTS FOR THE WTE

Agenda Wording

Purchase of replacement parts for the expeller shafts at the WTE Facility from Kraftwerks Engineering, LLC. (Medina, OH) for a total cost including shipping of \$93,200.00 plus tax.

Summary (Background)

The WTE utilizes two (2) Babcock and Wilcox refuse-fired boiler units for refuse combustion. The (PAX) Plunger Ash Expeller removes the bottom ash from the boiler after quenching it. The main shaft and bearing assemblies were replaced recently, however, in order to properly maintain them and be able to respond quickly in the event of a failure, replacement parts need to be on hand. On Jan. 20, 2023, bidding closed on RFQ 5819-23 for these parts and Kraftwerks was the only respondent.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 93,200.00

Select \$

Select \$

Select \$

Budget Account

4490-44100-37148-53210-34002

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Approvals

Dept Head	AVERYT, CHRIS
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	PICCOLO, MIKE
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PIES 2/27/23
Council Sponsor	CMs Kinnear and Bingle

Distribution List

mdorgan@spokanecity.org
jsalstrom@spokanecity.org
tprince@spokanecity.org
rrinderle@spokanecity.org

Additional Approvals

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

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Purchase of expeller shaft replacement parts for the WTE Facility.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy Facility utilizes two (2) Babcock and Wilcox refuse-fired boiler units for the combustion of municipal solid waste. The (PAX) Plunger Ash Expeller removes the bottom ash from the boiler after quenching it. The main shaft and bearing assemblies were replaced recently, however, in order to properly maintain them and be able to respond quickly in the event of a failure, replacement parts need to be on hand.</p> <p>On Jan. 20, 2023, bidding closed on RFQ 5819-23 for drive shaft assembly replacement parts for the ash extractor. Kraftwerks Engineering, LLC. (Medina, OH) was the only respondent. The purchase order resulting from this award would be for a variety of common parts and have a total cost, including shipping, of \$93,200.00 plus tax.</p>
Proposed Council Action	Council approval of purchase
Fiscal Impact	
Total Cost: <u>\$93,200.00 plus a use tax of \$8,388.00 for a total cost of \$101,588.00</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: 4490 Solid Waste Disposal Budget	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.) N/A	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
The contractor is governed by WA L&I.	

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

The COS Procurement Policies regulate and safeguard this process.

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

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.



Agenda Sheet for City Council Meeting of:
03/13/2023

Date Rec'd	2/28/2023
Clerk's File #	OPR 2019-0907
Renews #	
Cross Ref #	
Project #	
Bid #	RFQ 5165-19
Requisition #	VALUE BLANKET

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	DAVID PAINE 625-6878
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4490 VB AMENDMENT FOR PURCHASE OF ELECTRICAL CRANE PARTS

Agenda Wording
Value blanket amendment with cost for the purchase of spare electrical parts for the cranes at the WTE Facility from WEMCO, Inc. (Spokane, WA). An additional \$60,000.00 is needed for a total annual cost not to exceed \$109,990.00 plus tax.

Summary (Background)
In 2019, the WTE replaced its two refuse cranes, which were 28 years old, with WEMCO designed cranes. To respond quickly to any repair and maintenance needs, spare electrical parts need to be purchased as-needed. The current HDMI/monitor/computer that is in service on the WTE refuse cranes, which provides command and control of the operation of the cranes, is now obsolete. A total of six of these will need purchased. In order to cover the cost of this purchase, additional funding is requested.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 60,000.00	# 4490-44100-37148-53210-34002
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	AVERYT, CHRIS	Study Session\Other	PIES 2/27/2023
Division Director	FEIST, MARLENE	Council Sponsor	CMs Kinnear and Bingle
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	PICCOLO, MIKE	mdorgan@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	jsalstrom@spokanecity.org	
Additional Approvals		tprince@spokanecity.org	
Purchasing	PRINCE, THEA	rrinderle@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Value blanket amendment with cost for electrical replacement parts for the refuse cranes at the WTE
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In 2019, the WTE replaced its two refuse cranes, which were 28 years old, with WEMCO designed cranes. To respond quickly to any repair and maintenance needs, spare electrical parts need to be purchased as-needed.</p> <p>On September 24, 2019 bidding closed to RFQ 5165-19 for the purchase of these spare replacement parts. WEMCO Inc. of Spokane, WA was the only response received. The current value blanket, which is on its third optional renewal, runs from 11/15/22 through 11/14/23 with a total cost not to exceed \$49,900.00.</p> <p>The current HDMI/monitor/computer that is in service on the WTE refuse cranes, which provides command and control of the operation of the cranes, is now obsolete. A viable replacement for the obsolete component has been identified, but they must be done in unison on each crane and in the crane pulpit to maintain proper communication and control of the crane. A total of six will need purchased.</p> <p>To cover the cost of all six monitors an additional \$60,000.00 plus tax will need added to the value blanket, for a total annual cost not to exceed \$109,990.00 plus tax.</p>
Proposed Council Action	Approval of value blanket amendment
<p>Fiscal Impact Total Cost: <u>\$109,990.00 plus tax. Current VB is \$49,900.00 and an additional \$60,00.00 is needed.</u> 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: 4490-Solid Waste Disposal Budget</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 (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.</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?

The contractor is governed by WA L&I.

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

The COS Procurement Policies regulate and safeguard this process.

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

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

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

03/13/2023

Date Rec'd	2/28/2023
Clerk's File #	OPR 2022-0168
Renews #	
Cross Ref #	
Project #	
Bid #	PW ITB 5537-21
Requisition #	CR 24689

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	DAVID PAINE 625-6878
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 CONTRACT FOR SCAFFOLDING SERVICES AT THE WTE

Agenda Wording

Contract renewal 1 of 4 with BrandSafway Services, LLC (Spokane Valley, WA) for scaffolding services at the WTE Facility from 4/1/2023-3/31/2024 with a total cost not to exceed \$700,000.00 plus tax.

Summary (Background)

During scheduled and emergency outages at the WTE, scaffolding must be placed in the boilers to allow safe access for repairs. On Jan. 10, 2022 bidding closed on PW ITB 5537-21 for these scaffolding services and BrandSafway Services, LLC., was the only respondent. The initial contract award was for one year with the option of four (4) additional one-year renewals. This will be the first renewal.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 700,000.00

Select \$

Select \$

Select \$

Budget Account

4490-44100-37148-54803-34002

#

#

#

Approvals

Dept Head	AVERYT, CHRIS
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	PICCOLO, MIKE
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PIES 2/27/2023
Council Sponsor	CMs Kinnear and Bingle

Distribution List

mdorgan@spokanecity.org
jsalstrom@spokanecity.org
tprince@spokanecity.org
rrinderle@spokanecity.org
DocuSign: Jorge Torres, Branch Manager, jtorres4@brandsafway.com

Additional Approvals

Purchasing PRINCE, THEA

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal for scaffolding services at the WTE Facility.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	During scheduled and emergency outages at the WTE, scaffolding must be placed in the boilers to allow safe access for repairs. On Jan. 10, 2022 bidding closed on PW ITB 5537-21 for these scaffolding services and BrandSafway Services, LLC., of Spokane Valley, was the only bidder. The initial contract award was be for one year, from Apr. 1, 2022 through March 31, 2023, with the option of four (4) additional one-year renewals. This will be the first of the allowed renewals from April 1, 2023 through March 31, 2024 with a cost not to exceed \$700,000.00 including tax.
Proposed Council Action	Approval of contract renewal
Fiscal Impact	
Total Cost: <u>\$700,000.00 including tax</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: 4490 Solid Waste Disposal Budget	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
The contractor is governed by WA L&I.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
The COS Procurement Policies regulate and safeguard this process.	

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

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.



City of Spokane
CONTRACT RENEWAL
1 of 4
Title: SCAFFOLDING SERVICES FOR SCHEDULED
OUTAGES AND EMERGENCY OUTAGES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **BRANDSAFWAY SERVICES, LLC**, whose address is 6206 East Trent Avenue, building No. 3, Suite A, Spokane, Washington 99212 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform Scaffolding Services for Scheduled Outages and Emergency Outages for the City; and

WHEREAS, the initial contract provided for 4 additional one-year renewals, with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 17, 2022, 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 TERM.

This Contract Renewal shall become effective on April 1, 2023 and shall run through March 31, 2024.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **SEVEN HUNDRED THOUSAND AND 00/100 (\$700,000.00)**, plus 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.

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.

BRANDSAFWAY SERVICES, LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

23-035

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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



Agenda Sheet for City Council Meeting of:
03/13/2023

Date Rec'd	2/28/2023
Clerk's File #	OPR 2020-0341
Renews #	
Cross Ref #	
Project #	
Bid #	PW ITB 5238-20
Requisition #	CR 24690

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	DAVID PAINE 625-6878
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 CONTRACT RENEWAL FOR BOILERMAKER SERVICES AT THE WTE

Agenda Wording
 Contract renewal 2 of 3 with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for boilermaker services at the WTE Facility from 4/1/2023-3/31/2024 with a total cost not to exceed \$1,851,000.00 including tax.

Summary (Background)
 Each year two scheduled outages are performed on the boilers at the WTE Facility in order to repair or replace worn components. On March 2, 2020 two responses were received for PW ITB 5238-20 and Helfrich Brothers Boiler Works, Inc. was the low cost bidder. The initial contract award was for one year with the possibility of three additional one-year renewals. This will be the second renewal.

Lease? NO	Grant related? NO	Public Works? YES
Fiscal Impact		Budget Account
Expense	\$ 1,851,000.00	# 4490-44100-37148-54803-34002
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	AVERYT, CHRIS	Study Session\Other	PIES 2/27/2023
Division Director	FEIST, MARLENE	Council Sponsor	CMs Kinnear and Bingle
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	PICCOLO, MIKE	mdorgan@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	jsalstrom@spokanecity.org	
Additional Approvals		tprince@spokanecity.org	
Purchasing	PRINCE, THEA	rrinderle@spokanecity.org	
		DocuSign: Dennis Lincoln, COO, DLincoln@hbbwinc.com	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal for boilermaker services at the WTE
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Each year, two scheduled outages on each of the two boilers at the Waste to Energy facility are performed to repair or replace worn components and at times, emergency services are required when failures occur in between outages. In addition, every three to four years a complete replacement of the pendants in the Superheater section of the boilers is necessary. Without these repairs and maintenance, the boilers would be unable to continue uninterrupted operation. Due to the unique and extensive nature of this type of repair work, utilization of boilermakers with proven and substantiated historical experience is required.</p> <p>On March 2, 2020 two responses were received for PW ITB 5238-20 for these services; New England Mechanical Overlay of Pittsfield, NH and Helfrich Brothers Boiler Works, Inc., of Lawrence, MA. Helfrich Brothers Boiler Works, Inc. was the lowest cost bidder.</p> <p>The initial contract was for two years from April 1, 2020 through March 31, 2022 with the option to extend for three (3) additional one-year periods, and a cost not to exceed \$3,100,000.00 for the two-year term. This will be the second of the three renewals from April 1, 2023 through March 31, 2024 with an additional cost not to exceed \$1,851,000.00 including tax.</p>
Proposed Council Action	Approval of contract renewal
Fiscal Impact Total Cost: <u>\$1,851,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 4490 Solid Waste Disposal Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) N/A	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	

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

The contractor is governed by WA L&I.

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

The COS Procurement Policies regulate and safeguard this process.

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

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.



City of Spokane
CONTRACT RENEWAL
2 OF 3
Title: BOILERMAKER SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HELFRICH BROTHERS BOILER WORKS, INC.**, whose address is 39 Merrimack Street, Lawrence, MA 01843 , as "Contractor", individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the Contractor agreed to provide Boilermaker Services for Scheduled Outages, Super Heater Pendant Replacements and Emergency Service; and

WHEREAS, the initial contract provided for three (3) additional one-year renewals, with this being the second of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 16, 2020 and April 4, 2020, 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 TERM.

This Contract Renewal shall become effective on April 1, 2023 and shall run through March 31, 2024.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE MILLION EIGHT HUNDRED FIFTY-ONE THOUSAND AND 00/100 (\$1,851,000.00)** in accordance with the attached 2023 Field Services Rates, 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.

**HELFRICH BROTHERS BOILER
WORKS, INC.**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment
2023 Field Services Rates

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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



Agenda Sheet for City Council Meeting of:
03/13/2023

Date Rec'd	2/28/2023
Clerk's File #	OPR 2023-0310
Renews #	
Cross Ref #	
Project #	
Bid #	BRAND NAME JUSTIFICATION
Requisition #	CR 20259

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	DAVID PAINE 625-6878
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 PURCHASE AND INSTALLATION OF REFUSE CRANE DRUMS

Agenda Wording
Contract with WEMCO, Inc. (Spokane, WA) for the purchase and installation of two new crane rope drums for the WTE Facility with a total cost of \$253,295.52 including tax.

Summary (Background)
In 2017, WEMCO Inc. was awarded the design build for the refuse cranes currently in use at the WTE. Currently, the rope drums on the two refuse cranes are becoming worn and causing an extreme amount of crane downtime and maintenance. These drums were specifically designed for these cranes so we are requesting approval of a contract award, using a brand name justification in lieu of public bidding, to Wemco, Inc., who is the OEM manufacturer of these cranes.

Lease? NO	Grant related? NO	Public Works? YES
Fiscal Impact		Budget Account
Expense \$ 253,295.52		# 4490-44100-37148-54803-34002
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	AVERYT, CHRIS	Study Session\Other	PIES 2/27/2023
Division Director	FEIST, MARLENE	Council Sponsor	CMs Kinnear and Bingle
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	PICCOLO, MIKE	mdorgan@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	jsalstrom@spokanecity.org	
Additional Approvals		tprince@spokanecity.org	
Purchasing	PRINCE, THEA	rrinderle@spokanecity.org	
		DocuSign: Juston Rouse, VP of Business Development, Juston@wemcoinc.com	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Purchase and installation of a new rope drum for the refuse cranes at the WTE.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In 2017, WEMCO Inc. (Spokane, WA) was awarded the design build for the refuse cranes currently in use at the WTE. These are specialty cranes and to the best of our research are the only cranes in the US built specifically for use in a WTE facility. Currently, the rope drums on the two refuse cranes are becoming worn and causing an extreme amount of crane downtime and maintenance. Most replacement parts for these cranes are not OEM specific and have been bid out. However, the rope drums were specifically designed for these cranes and would not be reasonable to put out to bid as other vendors would need to reverse engineer them in order to produce them.</p> <p>We are requesting approval of a contract award, using a brand name justification in lieu of public bidding, to Wemco, Inc., who is the OEM manufacturer of these cranes. The contract would be for the purchase and install of two new rope drums, overwrap bars and limits for the refuse cranes with a total cost of \$ 253,295.52 including tax.</p>
Proposed Council Action	Approval of contract award
Fiscal Impact Total Cost: <u>253,295.52 including tax</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 4490 Solid Waste Disposal Budget Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) N/A	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

The contractor is governed by WA L&I.

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

The COS Procurement Policies regulate and safeguard this process.

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

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.



City of Spokane
**PREVENTATIVE MAINTENANCE
AGREEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **WEMCO, INC.**, whose address is 5510 West Thorpe Road, Spokane, Washington 99224 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is for the Purchase and Installation of Crane Rope Drums; and

WHEREAS, the Contractor was selected from the Brand Name or Standardization Justification Process.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on March 15, 2023, and ends on December 31, 2023, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The Contractor’s General Scope of Work for this Agreement is described in their Proposal dated January 27, 2023 which is attached as Exhibit C and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

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

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall payable quarterly up to a maximum amount not to exceed **TWO HUNDRED THIRTY-TWO THOUSAND THREE HUNDRED EIGHTY-ONE AND 82/100 DOLLARS (\$232,381.82)**, plus applicable taxes, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Contractor shall submit its applications for payment to Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd, Spokane, Washington 99224. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

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

6. 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.

7. CITY OF SPOKANE BUSINESS LICENSE.

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

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

9. INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity-asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the 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 Consultant/Contractor/Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

10. INSURANCE.

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 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.

11. SUBCONTRACTOR RESPONSIBILITY.

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

12. INDEPENDENT CONTRACTOR.

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

vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

13. ASSIGNMENT AND SUBCONTRACTING.

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

14. TERMINATION.

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

15. STANDARD OF PERFORMANCE.

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

16. ANTI KICK-BACK.

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

17. 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.

18. DEBARMENT AND SUSPENSION.

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

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

The Contractor guarantees and warranties all work, labor and materials under this Agreement for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property

damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

20. MISCELLANEOUS PROVISIONS.

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

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

WEMCO, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Attachment A – Debarment Certification
- Attachment B - Certification of Compliance with Wage Payment Statutes
- Attachment C – Contractor’s Proposal dated January 27, 2023

23-038

ATTACHMENT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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



ATTACHMENT B
Certification of Compliance with Wage Payment
Statutes and Washington Department of Labor and
Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

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

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

 Bidder’s Business Name

 Signature of Authorized Official*

 Printed Name

 Title

 Date

 City

 State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

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

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

ATTACHMENT C

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

03/13/2023

Date Rec'd	2/28/2023
Clerk's File #	OPR 2023-0311
Renews #	
Cross Ref #	
Project #	
Bid #	IPWQ 5809-23
Requisition #	CR 24688

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	DAVID PAINE 625-6878
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 CONTRACT FOR VACUUM SUPPORT SERVICES AT THE WTE

Agenda Wording

Contract award to Big Sky Industrial Services (Colbert, WA) for vacuum support services at the WTE Facility from 4/1/2023-3/31/2024 and a total cost not to exceed \$175,000.00 plus tax.

Summary (Background)

During maintenance outages at the WTE, sandblasting is done throughout the boilers to clean the surface of the tubes. Vacuum services are needed for removal of the sand. Bidding closed on PW ITB 5809-23 for these vacuum support services on February 1, 2023 and Big Sky Industrial Services (Colbert, WA) was the only respondent. The contract award will be for one year with the option of four (4) additional one-year renewals.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 175,000.00

Select \$

Select \$

Select \$

Budget Account

4490-44100-37148-54803-34002

#

#

#

Approvals

Dept Head	AVERYT, CHRIS
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	PICCOLO, MIKE
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PIES 2/27/2023
Council Sponsor	CMs Kinnear and Bingle

Distribution List

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

tprince@spokanecity.org

rrinderle@spokanecity.org

DocuSign: Brian Rochelle, President,
brian@bigsky.pro

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract award for Vacuum Support Services at the WTE
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>During maintenance outages at the WTE Facility, sandblasting is done throughout the boiler to clean the surface of the tubes. Vacuum support services are needed for vacuuming the sandblast sand and cleanup of various levels after sandblasting is complete. Also required is the vacuuming of sump and water jet transfer lines in the ash house and vacuuming of the carbon room and overflow areas, as well as water wash of air-cooled condensers. All work must be done with no vacuum exhaust being released outside the building. All vacuum materials will be disposed on site at the Waste to Energy facility.</p> <p>Bidding closed on PW ITB 5809-23 for vacuum support services on February 1, 2023 and Big Sky Industrial Services (Colbert, WA) was the only respondent. The contract award will be for one year, beginning on April 1, 2023 and has the option of four (4) additional one-year renewals. The total cost is not to exceed \$175,000.00 plus tax for the year.</p>
Proposed Council Action	Approval of contract award
Fiscal Impact Total Cost: <u>\$175,000.00 plus tax</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 4490-Solid Waste Disposal Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) N/A	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

The contractor is governed by WA L&I.

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

The COS Procurement Policies regulate and safeguard this process.

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

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.



City of Spokane

PUBLIC WORKS CONTRACT

Title: **VACUUM SUPPORT SERVICES**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ROCHELLE CONSTRUCTION SERVICES, INC. dba BIG SKY INDUSTRIAL SERVICES**, whose address is PO Box 585, Colbert, Washington 99005 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

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 **Vacuum Support Services**, selected via IPWQ 5809-23.
2. **CONTRACT DOCUMENTS.** The Contract Documents are this Contract, the Contractor’s completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor’s Response to IPWQ (Exhibit B). These contract documents are on file in the Solid Waste Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TERM.** The term of this Contract begins on April 1, 2023, and ends on March 31, 2024, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.
4. **TERMINATION.** Either party may terminate this Contract 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.
5. **COMPENSATION/PAYMENT.**
 - A. **COMPENSATION.** Total compensation for Contractor’s services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00)**, plus sales tax if

applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

- B. PAYMENT. The Contractor will send its applications for payment to the Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd., Spokane, Washington 99224. All invoices should include the City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

6. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

7. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; 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.

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

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

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
 - i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

11. **INDEMNIFICATION.** The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the 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.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours

for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

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

15. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. 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.

17. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

18. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

20. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

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

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

24. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The 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.

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

26. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

27. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

28. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

29. CLEAN AIR ACT. Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

31. KEY PERSONS. The Contractor shall not transfer or reassign any individual designated in this Contract as essential to the Work, nor shall those key persons, or employees of Contractor identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work

without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Contractor's employment, the Contractor shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Contractor from its obligations under this Contract.

**ROCHELLE CONSTRUCTION SERVICES, INC. CITY OF SPOKANE
dba BIG SKY INDUSTRIAL SERVICES**

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 Contract:
Exhibit A - Certification Regarding Debarment
Exhibit B – Response to IPWQ 5809-23
Payment Bond
Performance Bond

EXHIBIT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

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

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

EXHIBIT B

PAYMENT BOND

We, **ROCHELLE CONSTRUCTION SERVICES, INC. dba BIG SKY INDUSTRIAL SERVICES**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00)**, plus sales tax, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **Vacuum Support Services**, selected via IPWQ 5809-23. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

**ROCHELLE CONSTRUCTION SERVICES,
INC. dba BIG SKY INDUSTRIAL
SERVICES,**

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **ROCHELLE CONSTRUCTION SERVICES, INC. dba BIG SKY INDUSTRIAL SERVICES**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00)**, plus sales tax, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **Vacuum Support Services**, selected via IPWQ 5809-23. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

**ROCHELLE CONSTRUCTION SERVICES,
INC. dba BIG SKY INDUSTRIAL
SERVICES ,**

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:

03/13/2023

Date Rec'd	2/28/2023
Clerk's File #	OPR 2023-0312
Renews #	
Cross Ref #	
Project #	
Bid #	IPWQ 5801-23
Requisition #	CR 24686

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	DAVID PAINE 625-6878
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 CONTRACT FOR CONTINUOUS EMISSIONS MONITORING SERVICES AT THE WTE

Agenda Wording

Four year contract award to EcoChem Analytics, Inc. (League City, TX) for scheduled and unscheduled service of the continuous emissions monitoring system (CEMS) at the WTE Facility from 4/1/2023-3/31/2027 with a total cost of \$168,000.00 incl. tax.

Summary (Background)

The WTE is required to maintain Continuous Emissions Monitoring Systems (CEMS) to comply with environmental agency regulations. IPWQ 5801-23 was issued for scheduled and unscheduled service of the facility's CEMS equipment on Jan. 20, 2023 and EcoChem Analytics, Inc. (League City, TX) was the only respondent.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ \$168,000.00

Select \$

Select \$

Select \$

Budget Account

4490-44100-37148-54201

#

#

#

Approvals

Dept Head	AVERYT, CHRIS
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	PICCOLO, MIKE
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PIES 2/27/2023
Council Sponsor	CMs Kinnear and Bingle
Distribution List	mdorgan@spokanecity.org
	jsalstrom@spokanecity.org
	tprince@spokanecity.org
Purchasing	rrinderle@spokanecity.org
	DocuSign: Robert Peters, Managing Partner, bob@ecochem.biz

Additional Approvals

Purchasing	PRINCE, THEA

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract award for Continuous Emissions Monitoring Services at the WTE
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The WTE is required to maintain Continuous Emissions Monitoring Systems (CEMS) to comply with environmental agency regulations.</p> <p>IPWQ 5801-23 was issued for scheduled and unscheduled service of the facility's CEMS equipment on Jan. 20, 2023 and EcoChem Analytics, Inc. (League City, TX) was the only respondent. The preventative maintenance contract award would be for four (4) years from April 1, 2023 through March 31, 2027 with a total cost not to exceed \$168,000.00 (\$42,000.00 annually).</p>
Proposed Council Action	Approval of contract award
Fiscal Impact Total Cost: <u>\$42,000.00 annually. Total cost of contract is \$168,000.00 over four years.</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 4490 Solid Waste Disposal Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) N/A	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? The contractor is governed by WA L&I.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The COS Procurement Policies regulate and safeguard this process.	

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

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.



City of Spokane
**PREVENTATIVE MAINTENANCE
AGREEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ECO-CHEM ANALYTICS**, whose address is 202 Reynolds Avenue, League City Texas 77573 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to provide Annual CEMS Services – WTEF Scheduled and Unscheduled PW Maintenance – On Call; and

WHEREAS, the Contractor was selected through IPWQ 5801-23.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on April 1, 2023, and ends on March 31, 2027, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The Contractor’s General Scope of Work for this Agreement is described in their Proposal dated January 16, 2023 which is attached as Exhibit C and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

The Contractor shall provide Annual CEMS Services – WTEF Scheduled and Unscheduled PW Maintenance – On Call.

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

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall payable quarterly up to a maximum amount not to exceed **ONE HUNDRED SIXTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$168,000.00)**, plus applicable taxes, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Contractor shall submit its applications for payment to Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd, Spokane, Washington 99224. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

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

6. 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.

7. CITY OF SPOKANE BUSINESS LICENSE.

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

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

9. INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity—asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the 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 Consultant/Contractor/Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

10. INSURANCE.

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 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.

11. SUBCONTRACTOR RESPONSIBILITY.

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

12. INDEPENDENT CONTRACTOR.

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

vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

13. ASSIGNMENT AND SUBCONTRACTING.

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

14. TERMINATION.

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

15. STANDARD OF PERFORMANCE.

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

16. ANTI KICK-BACK.

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

17. 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.

18. DEBARMENT AND SUSPENSION.

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

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

The Contractor guarantees and warranties all work, labor and materials under this Agreement for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property

damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

20. MISCELLANEOUS PROVISIONS.

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

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

ECOCHM ANALYTICS

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Attachment A – Debarment Certification
- Attachment B - Certification of Compliance with Wage Payment Statutes
- Attachment C – Contractor’s Proposal dated January 16, 2023

23-037

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

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

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

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

 Bidder’s Business Name

 Signature of Authorized Official*

 Printed Name

 Title

 Date

 City

 State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

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

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

ATTACHMENT C

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

03/13/2023

Date Rec'd	2/28/2023
Clerk's File #	OPR 2020-0723
Renews #	
Cross Ref #	
Project #	
Bid #	GS-35F-249DA
Requisition #	CR# 24683

Submitting Dept	INNOVATION & TECHNOLOGY SERVICES
Contact Name/Phone	MICHAEL SLOON 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5300 HYLAND - ONBASE SOFTWARE SUPPORT

Agenda Wording

Contract with Hyland Software, Inc for annual software maintenance and support for the City's OnBase document imaging system. Contract term 04/01/2023 - 03/31/2024, for a total cost of \$65,285.97 plus sales tax. Utilizing GSA Contract# GS-35F-249DA.

Summary (Background)

Hyland Software supports the City's OnBase document imaging system, which is utilized by various City Departments. Hyland Software was selected and implemented in 2009 for the City of Spokane's Enterprise Document Imaging and Management System. This contract includes software assurance for Hyland Software. The 2023 annual maintenance is \$65,285.97 plus sales tax. The 2022 contracted amount was \$62,419.01 plus sales tax.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ \$65,285.97 + sales tax

Select \$

Select \$

Select \$

Budget Account

5300-73300-18850-54820

#

#

#

Approvals**Dept Head** SLOON, MICHAEL**Division Director** SLOON, MICHAEL**Finance** BUSTOS, KIM**Legal** HARRINGTON, MARGARET**For the Mayor** PERKINS, JOHNNIE**Additional Approvals****Purchasing** WAHL, CONNIE**Council Notifications****Study Session\Other** PIES Committee
02/27/2023**Council Sponsor** CM Bingle, CM Cathcart**Distribution List**

Accounting - ywang@spokanecity.org

Contract Accounting - ddaniels@spokanecity.org

Legal - mharrington@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Hyland - hylandcontracts@onbase.com

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability (PIES) Committee

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 2/27/2023
Agenda Item Name	Hyland Software, Inc. Annual Software Maintenance and Support
Summary (Background)	Hyland Software supports the City's OnBase document imaging system, which is utilized by various City Departments. Hyland Software was selected and implemented in 2009 for the City of Spokane's Enterprise Document Imaging and Management System. Hyland Software is the only supplier of OnBase licensing. This contract includes software assurance for Hyland Software. The 2023 annual maintenance is \$71,161.74. The 2022 contracted amount was \$68,041.67.
Proposed Council Action & Date:	Pass Council March 13, 2023
Fiscal Impact:	
Total Cost: \$71,161.74	
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 - Annual	
Specify funding source: 5300-73300-18850-54820	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring - Annual	
Other budget impacts:	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – annual software maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service in our document imaging and management system.	



City of Spokane
CONTRACT RENEWAL
Title: ONBASE SOFTWARE SUPPORT

This Contract Renewal ("2023 Contract Renewal") is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **HYLAND SOFTWARE, INC.**, whose address is, 28500 Clemens Road, Westlake, Ohio 44145, as ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, on or about July 28, 2020, the parties entered into a Contract (the "2020 Contract"), wherein the Consultant agreed to provide SOFTWARE SUPPORT AND MAINTENANCE FOR ONBASE SOFTWARE, THE CITY'S DOCUMENT IMAGING SYSTEM, as set forth in the Consultant's January 9, 2020 Invoice, in accordance with the OnBase Information Management System Software Maintenance Agreement executed between the parties and dated January 14, 2015; and

WHEREAS, the 2020 Contract's initial term was from April 1, 2020 – March 31, 2021 with the option to extend for four (4) additional one year contract periods; and

WHEREAS, the parties entered into a Contract Renewal, executed on April 30, 2021 and May 3, 2021, constituting the first of the four annual renewals permitted by the 2020 Contract; and

WHEREAS, the parties desire that this 2023 Contract Renewal constitute the third of the annual renewal permitted by the 2020 Contract.

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

1. CONTRACT DOCUMENTS.

The 2020 Contract, and any 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. TERM.

This 2023 Contract Renewal, for renewal of Maintenance and Support, shall become effective on April 1, 2023 and end on March 31, 2024, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION.

The City shall pay an annual maintenance fee not to exceed **SEVENTY-ONE THOUSAND ONE HUNDRED SIXTY-ONE AND 74/100 (\$71,161.74)**, including tax, for everything furnished and done under this 2023 Contract Renewal. This is the maximum amount to be paid under this 2023 Contract 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 2023 Contract Renewal document.

4. DEBARMENT AND SUSPENSION.

The Consultant has provided its certification that it is in compliance with and shall not knowingly 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 2022 Contract Renewal by having legally-binding representatives affix their signatures below.

HYLAND SOFTWARE, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate Regarding Debarment
Hyland Invoice No. LE01-284965

**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. Intentionally Blank.

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)



Hyland Software, Inc.
28500 Clemens Road
Westlake, OH 44145
United States of America

MAINTENANCE INVOICE

LE01-284965

BILL TO City of Spokane, WA
808 W. Spokane Falls Blvd.
Spokane, WA 99201
United States of America

SHIP TO City of Spokane, WA
808 W. Spokane Falls Blvd.
Spokane, WA 99201
United States of America

INVOICE DATE	12/15/2022
PO NUMBER	
CONTRACT NUMBER	GS35F249DA
DUE DATE	03/31/2023
FEDERAL TAX ID	34-1699247
BILL TO CUSTOMER NO.	10294

Customer No.	Customer Name	Version	Salesperson
10294	City of Spokane, WA		

Maintenance Period: 04/01/2023 - 03/31/2024				
Product Code	Description	Quantity	Unit Price	Extended Price
1	Maintenance Fees Product:OnBase	1	65,285.97	65,285.97

Electronic Remittance Information	
Mail Checks to: Hyland Software, Inc. PO Box 846261 Dallas, TX 75284-6261	Wire/ACH Payments: Bank Name: Bank of America, N.A. SWIFT: BOFAUS3N ACH Routing No: 071000039 Wire Routing No: 026009593 Account No: 8670616576 CHIPS No: 0959 Account Name: Hyland Software, Inc.

Subtotal	65,285.97 USD
Tax	5,875.77 USD
Total Invoice Amount	71,161.74 USD
<i>Amount Due After 03/31/2023 *</i>	<i>77,690.34 USD</i>

For billing or payment inquiries, please call 1-440-788-5045 and select Option 1 for Accounts Receivable or email accountsreceivable@hyland.com.

This proforma invoice is for maintenance fees which cover technical support and the latest software updates and enhancements for the billing period. If you have any questions regarding this invoice or you elect to discontinue maintenance coverage please contact your account manager or email accountsreceivable@hyland.com. To continue maintenance coverage, please process this invoice for payment.

*A 10% reinstatement fee will be charged for maintenance fees received after the due date.

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Further, if you are located in a European Union Member State, Norway or Switzerland, The software is also subject to Council Regulation (EC) No 428/2009. The software must not be transmitted outside of the European Union, Norway or Switzerland without a licence or authorisation being issued by the export control authority of the relevant Member State or the applicable authorities in Norway or Switzerland or as otherwise authorized by law or regulations in the relevant Member State or applicable authorities in Norway or Switzerland.



< Business Lookup

License Information:

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

Entity name: HYLAND SOFTWARE INC

Business name: HYLAND SOFTWARE INC.

Entity type: [Profit Corporation](#)

UBI #: 602-207-254

Business ID: 001

Location ID: 0002

Location: Active

Location address: 28500 CLEMENS RD
WESTLAKE OH 44145-1145

Mailing address: 28500 CLEMENS RD
WESTLAKE OH 44145-1145

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

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

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Bellingham General Business	052133			Active		Aug-01-2013
SeaTac General Business - Non-Resident				Active	Jul-31-2023	Jun-12-2019
Spokane General Business - Non-Resident				Active	Jul-31-2023	May-07-2015

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

Governing people	Title
BERNARD, MARCEL	
BORO, SETH	



Governing people**Title**

BRAVO, ORLANDO

GOODMAN, J. CHARLES

HYLAND, A J

HYLAND, CHRISTOPHER J

KILBANE, NOREEN

LINES, JIM

MCQUISTON, ED

PEMBRIDGE, TIMOTHY

PERSON, NANCY

PHELAN, JOHN

POSKOCHIL, RODNEY

PRIEMER, BILL

VIRNIG, CHIP

Registered Trade Names**Registered trade names****Status****First issued**

HYLAND SOFTWARE, INC.

Active

Aug-01-2013

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/23/2023 12:06:30 PM

Contact us

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Agenda Sheet for City Council Meeting of:

03/13/2023

Date Rec'd	2/28/2023
Clerk's File #	OPR 2023-0313
Renews #	
Cross Ref #	
Project #	
Bid #	GS-35F-267DA
Requisition #	CR# 24680

Submitting Dept	INNOVATION & TECHNOLOGY SERVICES
Contact Name/Phone	MICHAEL SLOON 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5300 DLT SOLUTIONS - AUTODESK

Agenda Wording
 Contract purchase with DLT Solutions, LLC for AutoDesk software subscription licenses. The contract term begins March 12, 2023 - March 25, 2024 for a total cost of \$72,010.00 plus sales tax. Government discount pricing via GSA Contract# GS-35F-267DA.

Summary (Background)
 Purchase with DLT Solutions, LLC for AutoDesk software products, license subscriptions and support including AutoCad, InfoWater Pro, Civil 3D and Priority Support. Contract term to begin 03/12/2023 through 3/25/2024 for a total cost of \$72,010.00 plus sales tax. Government pricing via GSA Federal Contract# GS-35F-267DA.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ \$41,322.20 + sales tax	# 5300-73300-18850-54820
Expense	\$ \$15,343.90 + sales tax	# 4100-30210-34141-53104
Expense	\$ \$15,343.90 + sales tax	# 4250-30210-38141-53104
Select	\$	#

Approvals		Council Notifications	
Dept Head	FINCH, ERIC	Study Session\Other	PIES Committee 2/27/2023
Division Director	FINCH, ERIC	Council Sponsor	CM Bingle & CM Cathcart
Finance	BUSTOS, KIM	Distribution List	
Legal	PICCOLO, MIKE	Accounting - ywang@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	Contract Accounting - ddaniels@spokanecity.org	
Additional Approvals		Legal - mharrington@spokanecity.org	
Purchasing	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		DLT - Shaun.gaffrey@dlt.com	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability (PIES) Committee

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 2/27/2023
Agenda Item Name	5300 DLT SOLUTIONS - AUTODESK
Summary (Background)	Contract purchase with DLT Solutions for AutoDesk software products and services including AutoCad, InfoWater Pro, Civil 3D and Priority Support – Telephone support. Contract term to begin 03/12/2023 through 3/25/2024 for a total cost of \$72,010.00 plus sales tax. Company provided government discount pricing via GSA Contract# GS-35F-267DA.
Proposed Council Action & Date:	Pass Council March 13, 2023.
<p>Fiscal Impact: \$72,010.00 plus sales tax Total Cost: \$72,010.00 plus sales 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 checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source:</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts:</p>	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
Not Applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not Applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not Applicable – annual software maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
Not Applicable – annual software maintenance	



City of Spokane

CONTRACT

Title: **AUTODESK SOFTWARE
LICENSING AND SUPPORT**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **DLT SOLUTIONS, LLC**, whose address is 2411 Dulles Corner Park, Suite 800, Herndon, Virginia 20171, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE**. The Company will provide Autodesk Software Licensing and Support, in accordance with Company's Quote No. 5071484, attached as Exhibit B. Company has been selected through GSA Federal Schedule GS-35F-267DA. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS**. The Contract shall begin March 12, 2023, and run through March 25, 2024, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by agreement of the parties not to exceed four (4) additional one (1) year contract period.
3. **COMPENSATION**. Total compensation under this Contract shall not exceed **SEVENTY-TWO THOUSAND TEN AND NO/100 DOLLARS (\$72,010.00)**, plus tax for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. **PAYMENT**. The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS**. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS**. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

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

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

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

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

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

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

11. INDEMNIFICATION. The Company shall 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 Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company 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 Company'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 Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company 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.

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

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

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

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

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

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

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is

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

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

DTL SOLUTIONS, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Company's Quote No. 5071484

23-039

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B



License Information:

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

Entity name: DLT SOLUTIONS, LLC

Business name: DLT SOLUTIONS

Entity type: [Limited Liability Company](#)

UBI #: 603-384-071

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2411 DULLES CORNER PARK
STE 800
HERNDON VA 20171-6168

Mailing address: 2411 DULLES CORNER PARK
STE 800
HERNDON VA 20171-6168

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Jun-30-2023	Oct-03-2014

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



Governing people
Governing people

Title
Title

DONOHUE, JOE

Registered Trade Names

Registered trade names

Status

First issued

DLT SOLUTIONS

Active

Mar-07-2014

The Business Lookup information is updated nightly. Search date and time: 7/8/2022 8:39:41 AM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/11/2023

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 Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 FAX (A/C. No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER B: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Company of Ame</td> <td>25674</td> </tr> <tr> <td>INSURER D: Beazley Insurance Company Inc</td> <td>37540</td> </tr> <tr> <td>INSURER E: Standard Fire Insurance Company</td> <td>19070</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Charter Oak Fire Insurance Company	25615	INSURER B: Phoenix Insurance Company	25623	INSURER C: Travelers Property Casualty Company of Ame	25674	INSURER D: Beazley Insurance Company Inc	37540	INSURER E: Standard Fire Insurance Company	19070	INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: The Charter Oak Fire Insurance Company	25615														
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INSURER C: Travelers Property Casualty Company of Ame	25674														
INSURER D: Beazley Insurance Company Inc	37540														
INSURER E: Standard Fire Insurance Company	19070														
INSURER F:															
INSURED DLT Solutions, LLC 2411 Dulles Corner Park Suite 800 Herndon, VA 20171															

COVERAGES

CERTIFICATE NUMBER: W27899177

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			HC2J-GLSA-9P530707-22	12/01/2022	12/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" 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			HNCAP-9P53069A-PHX-22	12/01/2022	12/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP-9T221059-22-I3	12/01/2022	12/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	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 No	N/A	UB-0W186076-22-I3-K	12/01/2022	12/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber Liability			W26129220401	06/01/2022	06/01/2023	Aggregate \$10,000,000

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

This Voids and Replaces Previously Issued Certificate Dated 01/10/2023 WITH ID: W27885100.

SEE ATTACHED

CERTIFICATE HOLDER

DLT Solutions LLC
2411 Dulles Corner Park
Suite 800
Herndon, VA 20171

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

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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED DLT Solutions, LLC 2411 Dulles Corner Park Suite 800 Herndon, VA 20171	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Office of Contracting and Procurement, Office of the Chief Technology Officer, The Government of the District of Columbia, 200 I Street 5th Floor, Washington DC 20003 are included as Additional Insureds as respects to General Liability.

INSURER AFFORDING COVERAGE: Standard Fire Insurance Company **NAIC#:** 19070
POLICY NUMBER: UB-0W196844-22-I3-R **EFF DATE:** 12/01/2022 **EXP DATE:** 12/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers' Compensation and Employer's Liability (AZ, MA & WI) - Per Statute	E.L. Each Accident E.L. Disease-pol Lim E.L. Disease-ea Empl	\$1,000,000 \$1,000,000 \$1,000,000



Agenda Sheet for City Council Meeting of:

03/13/2023

Date Rec'd	2/28/2023
Clerk's File #	OPR 2016-0235
Renews #	
Cross Ref #	RES 2018-0017
Project #	
Bid #	
Requisition #	CR# 24691

Submitting Dept	INNOVATION & TECHNOLOGY SERVICES
Contact Name/Phone	MICHAEL SLOON 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5300 AZTECA ANNUAL MAINTENANCE & SUPPORT

Agenda Wording
 Contract with Azteca for continued annual support and maintenance of CityWorks Asset Maintenance Management System. Azetca was deemed a Sole Source in 2018. Contract term 04/01/2023 - 03/31/2024, for a total amount of \$130,200 plus sales tax.

Summary (Background)
 Cityworks is a powerful, flexible and affordable GIS-Centric Asset Maintenance Management System. Cityworks is currently utilized by the City's Water, Streets and Parks departments. The 2022 contract amount was \$124,000 plus sales tax. The 2023 contract amount is \$130,200 plus sales tax. The increase in price is due to annual CPI. Contract term 4/1/2023 through 3/31/2024.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ \$130,200 + Sales tax	# 5300-73300-18850-54820
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	SLOON, MICHAEL	Study Session\Other	PIES Committee 02/27/2023
Division Director	SLOON, MICHAEL	Council Sponsor	CM Bingle & CM Cathcart
Finance	BUSTOS, KIM	Distribution List	
Legal	HARRINGTON, MARGARET	Accounting - ywang@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	Contract Accounting - ddaniels@spokanecity.org	
Additional Approvals		Legal - mharrington@spokanecity.org	
Purchasing	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Azteca - dduffin@cityworks.com	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability (PIES) Committee

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 2/27/2023
Agenda Item Name	Cityworks by Azteca Systems, LLC Annual Software Maintenance and Support
Summary (Background)	Cityworks is a powerful, flexible and affordable GIS-Centric Asset Maintenance Management System. Cityworks is currently utilized by the City's Water, Streets and Parks departments. The 2022 contract amount was \$124,000 plus sales tax. The 2023 contract amount is \$130,200 plus sales tax. The increase in price is due to annual CPI. Contract term 4/1/2023 through 3/31/2024.
Proposed Council Action & Date:	Pass Council March 13, 2024
Fiscal Impact: Total Cost: \$130,200 plus applicable sales tax 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 – Annual Specify funding source: 5300-733000-18850-54820 Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring - Annual Other budget impacts: NA	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – annual software maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service in our asset management system.	



City of Spokane
CONTRACT RENEWAL
**Title: ANNUAL SOFTWARE SUPPORT AND
UPDATES FOR CITYWORKS SYSTEM**

This Contract Renewal is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **AZTECA SYSTEMS, LLC**, whose address is 11075 South State Street, Suite 24, Sandy, Utah 84070, 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 ANNUAL CITYWORKS SOFTWARE, UPDATES AND SUPPORT, which enables Public Works and Utilities to inventory assets, issue and track service requests & work orders, As well as manage overall customer needs for the City; 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 23, 2018, any subsequent 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. In the event of a conflict or discrepancy in the Agreement documents, this City’s documents control.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on April 1, 2023, and run through March 31, 2024.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED THIRTY THOUSAND TWO HUNDRED AND NO/100 (\$130,200.00)**, plus tax, for everything furnished and done under this Contract Renewal in accordance with the attached Cityworks Quote dated January 10, 2023. 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 Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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.

AZTECA SYSTEMS, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Attachment A - Certificate of Debarment
- Azteca Systems, LLC (Cityworks) January 10, 2023 Quote

ATTACHMENT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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



Contact Information

Contact Name:	Peggy Lund	Prepared By Name:	Jenn Miya
Customer:	Spokane (WA), City of	Prepared By Phone:	(801) 872-9528
Contact Address:	808 W Spokane Falls Blvd Spokane, WA 99201	Prepared By Email:	jmiya@cityworks.com

Quote Lines

Product Name	Quantity	Net Unit Price
AMS ELA Standard	1.00	USD 110,250.00
Pavement Management	1.00	USD 0.00
CCTV Interface for PACP	1.00	USD 0.00
Respond - AMS	1.00	USD 0.00
Mobile Native Apps (iOS/Android) - AMS	1.00	USD 0.00
Storeroom	1.00	USD 0.00
Equipment Checkout	1.00	USD 0.00
Contracts	1.00	USD 0.00
Cityworks for Excel	1.00	USD 0.00
Cityworks Analytics - AMS	1.00	USD 0.00
eURL - AMS	1.00	USD 0.00
Workload - AMS	1.00	USD 0.00
Web Hooks - AMS	1.00	USD 0.00
Work Order API Extended License	1.00	USD 19,950.00
TOTAL:		USD 130,200.00

Notes

Year 1 Dollar Value	USD 130,200.00	Year 1 Date Range	4/1/2023 - 3/31/2024
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Maintenance Start Date: 4/1/2023 Maintenance End Date: 3/31/2024

Quote Notes:

Price has increased to reflect adjustment from the previous year. This change will take effect on your next annual renewal.

Terms and Conditions

Payment Terms

Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

Accepted by:

Title

____/____/____

Date

Azteca Systems, LLC - Cityworks | 11075 South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734



< Business Lookup

License Information:

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

Entity name: AZTECA SYSTEMS, LLC

Business name: AZTECA SYSTEMS, LLC

Entity type: [Limited Liability Company](#)

UBI #: 604-060-266

Business ID: 001

Location ID: 0001

Location: Active

Location address: 11075 S STATE ST
STE 24
SANDY UT 84070-5128

Mailing address: 11075 S STATE ST
STE 24
SANDY UT 84070-5128

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

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

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Bellingham General Business	063840			Active		Aug-13-2018
Burien General Business - Non-Resident	12399			Active	Dec-31-2023	Feb-07-2017
Spokane General Business - Non-Resident				Active	Dec-31-2023	Jul-02-2018

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

Governing people	Title
AZTECA SYSTEMS MIDCO, LLC	

Registered Trade Names



Registered trade names	Status	First issued
CITYWORKS	Active	Jan-18-2023

The Business Lookup information is updated nightly. Search date and time: 1/23/2023 12:54:07 PM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/08/2022

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

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

PRODUCER Marsh Risk & Insurance Services 1735 Technology Drive, Suite 790 San Jose, CA 95110	CONTACT NAME: Petronella Massey PHONE (A/C. No. Ext): 408 467 5614 E-MAIL ADDRESS: petronella.massey@marsh.com	FAX (A/C. No.): 408 467 5699
	INSURER(S) AFFORDING COVERAGE	
INSURED Trimble Inc. Azleca Systems, LLC 11075 South State #24 Sandy, UT 84070	INSURER A: Federal Insurance Company NAIC # 20281	
	INSURER B: American Casualty Company of Reading, PA NAIC # 20427	
	INSURER C: Lloyd's Of London	
	INSURER D: Continental Insurance Company NAIC # 35289	
	INSURER E: Transportation Insurance Co NAIC # 20494	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: SEA-003701804-09 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35323540	12/01/2022	12/01/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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			73257020	12/01/2022	12/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ 1,000,000
							BODILY INJURY (Per accident)	\$ 1,000,000
							PROPERTY DAMAGE (Per accident)	\$ 1,000,000
							COMP/COLL DED	\$ 1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79724719	12/01/2022	12/01/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 7 11636746 (AOS); Ded: \$250K	12/01/2022	12/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
D				WC 7 11636763 (CA)	12/01/2022	12/01/2023	E.L. EACH ACCIDENT	\$ 1,000,000
E				WC 7 11892854 (RETRO)	12/01/2022	12/01/2023	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
E				7011892868 (STOP GAP)	12/01/2022	12/01/2023	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Technology Errors & Omissions			W101C7221701	12/01/2022	12/01/2023	Limit	\$ 5,000,000
							Retention	\$ 2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Spokane is additional insured with respect to general liability and auto liability as required by written contract. General liability is primary and non-contributory as required by written contract. Waiver of subrogation as required by written contract.

CERTIFICATE HOLDER City of Spokane - Wastewater Maintenance Attn: Samantha Johnson 909 E. Sprague Avenue Spokane, WA 99202	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 <i>Marsh Risk & Insurance Services</i>
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Agenda Sheet for City Council Meeting of:
03/13/2023

Date Rec'd	2/28/2023
Clerk's File #	OPR 2023-0315
Renews #	

Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	WA STATE# 05819
Agenda Item Type	Contract Item	Requisition #	CR# 24681
Agenda Item Name	5300 - COMPUNET - CISCO SMARTNET		

Agenda Wording

Contract with Compunet for Cisco Smartnet maintenance and support. Contract term to begin 03/01/2023 - 02/28/2024 for a total cost of \$308,270.38 plus sales tax. Utilizing WA State Contract# 05819 (NASPO AR3227) via interlocal agreement.

Summary (Background)

The City of Spokane uses Cisco switches, routers and firewalls for network connectivity, security, and remote access. SmartNet is the maintenance and support portion needed for these critical products. This Cisco renewal is being processed through CompuNet; a Cisco value added reseller. One year licensing, maintenance and support contract term March 1, 2023 to February 28, 2024. Contract cost is \$308,270.38 plus applicable tax and is fully covered by ITSD budgeted funds.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ \$308,270.38 + sales tax	Budget Account	# 5300-73200-18850-54804
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

Dept Head SLOON, MICHAEL

Division Director SLOON, MICHAEL

Finance BUSTOS, KIM

Legal HARRINGTON,

For the Mayor PERKINS, JOHNNIE

Additional Approvals

Purchasing WAHL, CONNIE

Council Notifications

Study Session\Other PIES Committee

Council Sponsor CM Bingle & CM

Distribution List

Accounting - ywang@spokanecity.org

Contract Accounting - ddaniels@spokanecity.org

Legal - mharrington@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Compunet - dcasey@compunet.biz



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Last year's cost was \$273,483.47 plus tax, increase is due to additional hardware needing support. Utilizing WA State Contract# 05819(NASPO AR3227) via interlocal agreement.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, ITSD Interim CITO
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: <u>02/27/2023</u>
Agenda Item Name	Cisco SmartNet Renewal
Summary (Background)	The City of Spokane uses Cisco switches, routers and firewalls for network connectivity, security, and remote access. SmartNet is the maintenance and support portion needed for these critical products. This Cisco renewal is being processed through CompuNet; a Cisco value added reseller. One year licensing, maintenance and support contract term March 1, 2023 to February 28, 2024. Contract cost is \$308,270.38 plus applicable tax and is fully covered by ITSD budgeted funds. Last year's cost was \$273,483.47 plus tax, increase is due to additional hardware needing support. Utilizing WA State Contract# 05819(NASPO AR3227) via interlocal agreement.
Proposed Council Action & Date:	Pass Council March 13, 2023
Fiscal Impact: Total Cost: \$308,270.38 plus tax Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Not applicable	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Not applicable	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? All network infrastructure devices are routinely tracked and managed. ITSD also routinely evaluates the effectiveness of the incumbent vendor and analyzes other vendors' solutions for improvements and cost advantages over the current solution.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service by providing a stable, current, redundant and resilient network infrastructure.	



City of Spokane

CONTRACT

Title: **CISCO SMARTNET SUPPORT
AND MAINTENANCE**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **COMPUNET, INC.**, whose address is 505 South Florence Street, Grangeville, Idaho 83530, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE**. The Company will provide Cisco Smartnet Support and Maintenance, in accordance with Company's Quote No. PT206741, attached as Exhibit B. Company has been selected through Washington State Contract No. 05819 NASPO AR3227. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS**. The Contract shall begin March 1, 2023, and run through February 28, 2024, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by agreement of the parties not to exceed four (4) additional one (1) year contract period.
3. **COMPENSATION**. Total compensation under this Contract shall not exceed **THREE HUNDRED EIGHT THOUSAND TWO HUNDRED SEVENTY AND 38/100 DOLLARS (\$308,270.38)**, plus tax for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. **PAYMENT**. The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS**. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS**. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

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

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

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

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

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

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

11. INDEMNIFICATION. The Company shall 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 Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company 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 Company'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 Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company 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.

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

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

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

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

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

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

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is

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

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

COMPUNET, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding Debarment
Exhibit B - Company's Quote No. PT206741

23-031

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

EXHIBIT B

Smartnet Renewal 2023-2024

Contract Information
WA, NASPO, AR3227 #05819

Quote Information:

Quote #: **PT206741**

Version: 1
Quote Date: 02/28/2023
Expiration Date: 03/17/2023

Prepared for:

City of Spokane
Del Murphy
(509) 625-6982
dimurphy@spokanecity.org

Bill To:

City of Spokane
IT Admin
808 W Spokane Falls Blvd
Spokane, WA 99201-3301
itadmin@spokanecity.org

Ship To:

City of Spokane
Del Murphy
808 W Spokane Falls Blvd
Spokane, WA 99201-3301

Support

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
Smrntn Rnwl - HW/SW	Cisco Smartnet HW + SW Renewal Quote 371958521 (end date 02-28-2024 except EOL) Contract: 205024958 202572051 204024957 203760689	1	\$379,961.90	\$308,270.38	\$308,270.38
				Subtotal:	\$308,270.38

Quote Summary

Description	Amount
Support	\$308,270.38
Total:	\$308,270.38

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel any order arising from pricing or other errors. If Customer is purchasing a subscription-based product, Customer agrees to pay all charges for the complete term of the subscription. By signing below or issuing a Purchase Order, Customer agrees to CompuNet's standard terms and conditions, which can be reviewed [here](#), provided, that if Customer and CompuNet are parties to a currently effective Master Product Purchase and Services Agreement (MSA), the terms and conditions of such MSA shall control and shall supersede these standard terms and conditions. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. This Quote becomes binding and noncancelable upon Customer's return to CompuNet of acceptance. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Executive.

City of Spokane

Signature: _____

Name: _____

Title: _____

Date: _____

PO Number: _____



License Information:

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

Entity name: COMPUNET, INC.

Business name: COMPUNET, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-742-439

Business ID: 001

Location ID: 0001

Location: Active

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

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

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

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

Endorsements

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



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

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

Governing people	Title
ENGSTROM, BROOKS	
MCFARLIN, TOM	



Governing people

Title

SCHOO, DAWN

SCHOO, NOLAN B.

[View Additional Locations](#)

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

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





COMPINC-06

LVISGER

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 11/7/2022

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 License # 26480 HUB International Mountain States Limited 2600 Rose Hill Suite 101 Boise, ID 83705	CONTACT NAME: PHONE (A/C, No, Ext): (208) 433-1000 FAX (A/C, No): (866) 898-4905 E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Property Casualty Company of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER B : Charter Oak Fire Insurance Company</td> <td style="text-align: center;">25615</td> </tr> <tr> <td>INSURER C :</td> <td></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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Company of America	25674	INSURER B : Charter Oak Fire Insurance Company	25615	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED CompuNet, Inc. 505 S Florence St. Grangeville, ID 83530															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		H-630-2F572289-TIL-22	11/9/2022	11/9/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-0L66165A-22-I3-G	11/9/2022	11/9/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-3K100505-22-I3	11/9/2022	11/9/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB7J954544	11/9/2022	11/9/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The city, its agents, officers and employees are additional insureds but only with respect to the company's services to be provided under written agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane
 Innovation and Technology Services Division
 808 W Spokane Falls Blvd.
 Spokane, WA 99201

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



Agenda Sheet for City Council Meeting of:
03/13/2023

Date Rec'd	2/20/2023
Clerk's File #	OPR 2023-0316
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR24668

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	MIKE PICCOLO X6237
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0620 EMPLOYEE ASSISTANCE PROGRAM CONTRACT

Agenda Wording
Contract with Deer Oaks to provide an Employee Assistance Program to full-time employees with the City of Spokane.

Summary (Background)
The City of Spokane provides an Employee Assistance Program benefit to all full-time employees. Our current contract with Kepro expires the end of March 2023. An RFP was done and the city received five (5) responses. Deer Oaks was selected to provide services starting April 1st.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ \$43,500 (April-Dec 2023)	# 5830-78710-17310-54101-99999
Expense	\$ \$58,000 2024	# 5830-78710-17310-54101-99999
Expense	\$ \$58,000 2025	# 5830-78710-17310-54101-99999
Expense	\$ \$14,500 2026 (Jan-March 2026)	# 5830-78710-17300-54101-99999

Approvals		Council Notifications	
Dept Head	PICCOLO, MIKE	Study Session\Other	F&A Committee 01/23
Division Director	PICCOLO, MIKE	Council Sponsor	CM Wilkerson & CM Stratton
Finance	MURRAY, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE	tcollins@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	jquick@spokanecity.org	
Additional Approvals		jlargent@spokanecity.org	
Purchasing		shenry@spokanecity.org	

FINANCE COMMITTEE

Submitting Department	Human Resources - Employee Benefits
Contact Name & Phone	Mike Piccolo – Human Resources/Legal Department
Contact Email	mpiccolo@spokanecity.org 625-6237
Council Sponsor(s)	CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Employee Assistance Program (EAP)
Summary (Background)	<p>The current Employee Assistance Program (EAP) expires March 31, 2023. Kepro is the current contractor.</p> <p>On November 21, 2022, RFP #5780-22; Employee Assistance Program was sent to 28 prospective Firms. Five (5) responses were received.</p> <p>On December 12, 2022, five (5) sealed proposals were received to provide the City of Spokane with Employee Assistance Program (EAP) services.</p> <p>The objective of the EAP service is to provide the employee and their dependent(s) with the following services:</p> <p>Confidential, professional service resources and counseling on matters that affect their physical, financial, legal and emotional well-being. Our goal is to improve work performance, retain valuable employees and provide work- life balance, both physically and emotionally.</p> <p>Firm provides up to eight (8) counseling sessions per year for each topic (e.g., family, grief, etc.)</p> <p>Firm provides management training opportunities and on-site Critical Incident Support.</p> <p>Firm provides (Department of Transportation (DOT) SAP Evaluations for staff that hold a Commercial Driver’s License (CDL) and test positive for drugs and/or alcohol.</p> <p>The following departments comprise the RFP Selection Committee:</p> <ul style="list-style-type: none"> • Raylene Gennett – Director • Mike Piccolo – Legal Department • Matt Lowmaster – Safety Manager (Human Resources) • Teresa Collins – Employee Benefits (non-voting RFP Coordinator) <p>The initial contract term is three (3) years beginning April 1, 2023 through March 31, 2026. There will be an option to renew the Contract, based on performance, for two (2), one (1) year renewal options. This totals, a potential of, five (5) years.</p>

Proposed Council Action & Date:	Approval of Master Contract Effective April 1, 2023
<p>Fiscal Impact: Total Cost: <u>\$54k per year for 3 years w/ two (2) optional one (1) year renewal options @ \$54k per year. Initial contract; 3 year impact = \$162k. Total contract may increase based on results of the RFP.</u> 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:</p> <p>Expense Occurrence <input type="checkbox"/>One-time <input checked="" type="checkbox"/>Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts</p> <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>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>The Firm will provide quarterly reporting, including customer satisfaction surveys, in addition to annual reporting. Additionally, the City communicates with the Firm, nearly weekly, throughout the year.</p>	
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p><i>Sustainable Resources</i></p>	



City of Spokane
PERSONAL SERVICES AGREEMENT
Title: **EMPLOYEE ASSISTANCE PROGRAM**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **DEER OAKS EAP SERVICES, LLC**, whose address is 126 East Main Plaza, Suite 1, San Antonio, Texas 78205, as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Employee Assistance Program Services, in accordance with RFP 5780-22 issued by the City, including all subsequent addendums and questionnaire, and the Company’s Proposal dated December 7, 2022, including completed questionnaire responses and addendum, which are attached as Exhibit B. In the event of a conflict between the Company and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on April 1, 2023, and shall run through March 31, 2026, unless amended by written agreement or terminated earlier under the provisions. Contract renewals or extensions, if any, shall be at the sole discretion of the City. This Agreement may be renewed by agreement of the parties not to exceed two (2) additional one (1) year contract period.

3. COMPENSATION / PAYMENT.

The City shall pay Company for services under this Agreement in accordance with Exhibit B and not to exceed **FIFTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$58,000.00)** per year for a contract total of **ONE HUNDRED SEVENTY-FOUR THOUSAND AND NO/100 DOLLARS (\$174,000.00)**, plus applicable tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to City of Spokane Human Resources Department, Fourth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company’s application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

A. Company 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 Company'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. 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 Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6. 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 Company 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.

7. INDEMNIFICATION.

The Company 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 Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company 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 Company'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 Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company 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.

8. INSURANCE.

During the period of the Agreement, the Company 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 Company's services to be provided under this Agreement.
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

9. DEBARMENT AND SUSPENSION.

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

10. AUDIT.

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

11. ASSIGNMENT AND SUBCONTRACTING.

The Company 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 Company shall incorporate by reference this Agreement, except as otherwise provided. The Company 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 Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

12. TERMINATION.

Either party may terminate this Agreement, with or without cause, by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

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

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

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).

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. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane, and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.

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 Company after the time the same shall have become due nor payment to the Company 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 Company. 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.

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.

DEER OAKS EAP SERVICES, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Company’s Proposal dated December 7, 2022

23-029

EXHIBIT A

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

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

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

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

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

EXHIBIT B



City of Spokane Proposal

RFP No. 5780-22

Employee Assistance Program

Due: December 12, 2022 by 1:00 PM



DEER OAKS EAP SERVICES

RFP Contact:

Greg Brannan

Director of Business Development

Deer Oaks EAP Services, LLC

126 E. Main Plaza, Ste. 1

San Antonio, TX 78205

Phone: (301) 829-0364

Fax: (210) 569-8157

Email: gbrannan@deeroaks.com



Table of Contents

Title Page	
Section 1: Letter of Submittal (3.2)	2
Section 2: Executive Summary	4
Section 3: Proposer Attachments	
A. 2022 Training Catalog	
B. 2022 Webinar Catalog	
C. Sample Standard Utilization Report	



Section 1: Letter of Submittal

December 7, 2022

Connie Wahl
City of Spokane Purchasing Department
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316

Re: 5755-22 – RFP Employee Assistance Program

Ms. Wahl:

It is with pleasure that Deer Oaks EAP Services (Deer Oaks) submits this official response to the City of Spokane's above mentioned RFP. We appreciate the opportunity to respond and guarantee the scope of services and rates quoted herein, as well as the financial stability and clinical and technical resources pertinent to the implementation, administration, and evaluation of the requested services.

As a national and global EAP with more than three decades of experience in the EAP + Work-Life industry, Deer Oaks has the experience and established resources in place to provide the City with an enhanced EAP + Work-Life solution. With 95% of our book of business comprised of public employers, we are one of the most experienced EAPs working within the public sector and cover approximately 1 million members through our programs.

Throughout our proposal, we have worked to demonstrate how our expertise in serving local government and other public employers throughout the United States is best suited to address the City's needs. We are fully prepared to assist the City in accomplishing its objectives at the highest possible level by implementing a very successful well-being program and increasing employee engagement with the EAP.

Deer Oaks offers the City the full depth and breadth of services that you require with an added level of high-touch customer support at a competitive rate. We excel in the EAP Core Technologies and offer clinically-sound, holistic support to achieve efficient and thorough resolution of issues. We are committed to developing a strategic partnership with the City and to delivering a program that will serve your needs not just now, but well into the future.

In compliance with RFP Section 3.2, please note the following:

1. Principle Place of Business
Deer Oaks EAP Services, LLC
Headquarters
126 E. Main Plaza, Ste. 1, San Antonio, TX 78205
Ph. (866) 327-2400
Fax: (210) 569-8157
Email: gbrannan@deeroaks.com

Subcontractor:
Workplace Options
Headquarters
3020 Highwoods Blvd, Raleigh, NC 27604



Section 1: Letter of Submittal

Janelle Wimbish, Account Manager

Ph. 800-699-8011 x71079

Fax: 1.919.833.9888

Email: Janelle.Wimbish@workplaceoptions.com

Workplace Options has been a subcontractor since 2012 and provides 24-hour call center operations and related services for our book of business.

2. Legal Status

Deer Oaks: Limited Liability Company

Workplace Options: Limited Liability Company

3. Facility Locations

Administrative/Operations: 126 E. Main Plaza, Ste. 1, San Antonio, TX 78205

Primary Call Center (Workplace Options): 3020 Highwoods Blvd, Raleigh, NC 27604

4. Current or Former City Employees Employed by the Firm

No current or former employees of the City are employed by Deer Oaks EAP Services, LLC or Workplace Options.

5. Terms and Conditions Acknowledgement

Deer Oaks and Workplace Options confirm compliance with all terms and conditions as set forth in the Request for Proposals, unless otherwise agreed by the City.

Deer Oaks appreciates the opportunity to compete for the City's business. We hope that the Evaluation Committee will find the proposal to be comprehensive and competitive. Should you have any questions or require further information about our proposal, please do not hesitate to contact:

Mr. Greg Brannan, Director of Business Development & Training

Ph. (301) 829-0364 Fax: (210) 569-8157 Email: gbrannan@deeroaks.com.

We would be honored to serve the City of Spokane, its employees, retirees, and their household members.

Paul Alan Boskind, Ph.D

CEO & Owner / Deer Oaks EAP Services, LLC

126 E. Main Plaza, Ste. 8, San Antonio, TX 78205

Phone: (866) 327-2400

Fax: (210) 569-8157

Email: eap@deeroaks.com



Section 2: Executive Summary

Deer Oaks EAP Services (Deer Oaks) is pleased to present our proposal for supporting the delivery of integrated **Employee Assistance Program (EAP) + Work-Life services** to the City of Spokane (City).

As a national and global EAP specializing in the administration of integrated EAP solutions for public sector employers for **30 years**, our EAP is specifically designed to meet the needs of the City's employees, managers, and supervisors. We understand that as public servants, your staff face unique challenges. We are here to support them- *proactively and holistically*.

It goes without saying that the past two years have been difficult for many people. The Covid-19 pandemic, inflation, supply chain issues, uptick of mass shootings, civil unrest, changes within the workplace, and other global events have caused stress, strain, and worry in households across America.

In fact, data from Gallup's new *State of the Global Workplace report* suggests that the emotional side of work has not yet healed from the pressures of the last two years, with **44% of employees** saying they experienced stress a lot during the previous day. Further, recent data from Willis Towers Watson found that nearly all employers recently surveyed by the consulting firm (86%) identify **stress** and **burnout** as a threat for their workforces and say it's a top HR priority.

As such, many organizations including local government are struggling to find a solution to **increased employee burnout, lower employee engagement, decreased workplace morale**, and the **lasting effects of the "Great Resignation,"** which saw 48 million people quit their jobs last year in comparison to 3.5 million people in 2019.

An engaging, highly-effective integrated **EAP + Work-Life solution** such as the one offered by Deer Oaks can not only provide the necessary support to employees to navigate work and life challenges in the moment before they have a negative impact on their work productivity and personal well-being, but also help the City to mitigate the impact of issues such as burnout, lowered engagement, stress, and high medical claims within your workforce.

Our multi-pronged approach to mitigating **Employee Stress & Burnout** includes:

- **Multi-Modal Access to Care**

We seek to reduce barriers to services by providing multiple service access points via telephone, video, and live chat, as well as offering our Compass Asynchronous Texting, AWARE Stress Reduction Program, and telephonic/video life coaching as part of our core EAP services along with the options of structured telephonic and video counseling, in-the-moment telephonic support, and Single Session Therapy, which is provided during the member's initial call into the EAP. This is especially important in today's multi-generational workforce. A "Baby Boomer" employee may prefer to pick up the phone to access services, where a "Millennial" would be attracted to the idea of instant messaging or video chatting with a counselor. Our goal is to make it as easy as possible for members to make that first contact and follow through with treatment recommendations.

- **Tailored Fully Customizable Webinar Series**

Through live and pre-recorded Webinar training, the City can provide its employees and administrators with training that can assist them in **a) developing skills** (i.e. effective communication, leadership skills, building positive relationships at work), **b) creating a more cohesive work environment** (i.e. building a culture of respect, employee coaching, maximizing



Section 2: Executive Summary

potential, how to motivate, engage, and retain your staff), **c) burnout prevention** (i.e. preventing and overcoming burnout, effective delegation, managing negative emotions), and **d) stress management** (i.e. stress and its impact on your health, managing the stress of time and competing priorities, managing the stress of change).

Our Director of Training, Greg Brannan, will consult with the City to discuss organizational/workgroup challenges and training goals/objectives in order to design effective, engaging, tailored Webinar Training series that provide helpful tools, tips, and conversation on topics important to the City.

- **Virtual Group Coaching**

Through our Virtual Group Coaching program, we provide a safe space for managers, supervisors, and employees to discuss group challenges or stressors they may be facing during these difficult times via 60-minute mediated interactive roundtable discussions on Zoom. Our Director of Training will lead the discussion and provide helpful tools and tips during the session. Sample topics appropriate for virtual group coaching include: handling difficult conversations, teambuilding, transitioning through change, increasing resilience, burnout prevention strategies, and dealing with the stress of uncertainty, to name a few. Many of our clients have found these sessions useful in opening conversation among staff around common challenges.

- **AWARE Mindfulness-Based Stress Reduction Program**

Our AWARE program is specifically designed to assist members who are experiencing life stress, pain, and challenges with focus and concentration, as well as individuals who want to increase their awareness of and commitment to intentional living. Through six (6) weekly telephonic sessions, our health and wellness professionals provide one-on-one support and supply electronic resources for self-guided individual practice. With a personalized approach to applying mindful practices to life, Aware teaches participants how to be engaged, diminish distractions, and counteract stress. The program cultivates focused and resilient employees, who are more engaged and productive in the workplace. Assessments conducted at the start of the program and upon completion provide measurable outcomes to demonstrate personal progress.

- **In-the-Moment Support & 8-Session Short-term Counseling**

All members have access to 24/7 in-the-moment telephonic support with our clinical team. All clinical calls begin with a conversation to determine the appropriate clinical intervention by discussing the individual's presenting issue, support systems, coping strategies, background information, and a risk assessment. The outcome is a plan that covers the short-term focus, including goals agreed upon with the participant. In an effort to provide immediate relief, we can also provide in-the-moment solution-focused counseling during the initial call that will support the employee at their highest level of need immediately, followed by a tangible action plan such as a referral for an in-person assessment and short-term counseling through the EAP with a local provider. The short-term counseling model has been proven effective in helping address employees' personal and professional issues, helping them to avoid being absent from work or helping them to return to work as quickly as possible.



Section 2: Executive Summary

- **Daily Work-Life Services**

Not everyone needs counseling, but everyone has a to-do list. Members can use our legal, financial, and daily living consultation services to speak to a consultant who can assist members with locating nearly endless resources such as finding care for pets, personal care, travel, home improvement contractors, education, and managing day-to-day responsibilities at home, and work. So, whether someone needs to find a plumber to fix that leaky faucet or a travel agent to plan their next vacation, the EAP can help, leaving them with more time for what matters most and less stress.

- **Involve & Educate Union Representative**

We understand that unions have significant influence on many factors, including whether a given population will use or initially approve of the service. It is crucial for us to learn about the City's labor management structure to understand how the contract is run and who the leaders are. To address any specific concerns, we can facilitate meetings with representatives from both the employer organization and union.

We are happy to meet with union representatives to listen to their questions and concerns, be transparent about the program, and foster a dialogue in order to build a partnership to support employees. We encourage collaboration and input from all sides, and find that their involvement improves the relationship and understanding of the service.

We can also deliver program orientations for union representatives (in addition to the separate orientation sessions we provide for employees and managers). These sessions are targeted sessions designed to provide an introduction to the program and service information in the proper context for key committee members/union reps specifically.

Through the above initiatives, Deer Oaks seeks to support City leadership teams in dealing with the many challenging psychosocial elements of this next step for employees. Many employees need support dealing with the ongoing trauma, stress, anxiety, and unprecedented difficulties they have experienced both at work and at home in the wake of the pandemic and in their daily lives. **This is reflected in the utilization reports of our clients, with workplace stress, conflict at work, low mood, stress, and anxiety/panic as the top concerns for which employees are accessing the EAP.**

Our diverse programs, as detailed in our proposal, promote and help employees along with their dependents and household members to achieve a balance of emotional, social, environmental, and cultural well-being, which in turn positively affects workplace productivity, performance, and engagement, while minimizing turnover.

In fact, our most recent outcomes results indicated that individuals using our emotional support services reported, on average:

- *an improvement of 56% in their overall wellbeing,*
- *a 48% improvement in their personal wellbeing, and*
- *a 31% improvement in their social role performance.*



Section 2: Executive Summary

Plus, through our best practice marketing strategies and positive client experience, our clients see positive results in employee engagement with the EAP, resulting in a *book of business average case utilization exceeding 8.6% last year*. Our project managers work in partnership with our clients to develop and roll out multi-faceted program awareness campaigns and wellness initiatives that result in increased program engagement.

Through our proactive strategies, Deer Oaks seeks to establish a partnership with the City to implement a tailored EAP that is more than “just a counseling service.” Our integrated, holistic approach and client and employee-centric programming combined with aggressive program promotion and training program will proactively assist members with both mental health and day-to-day issues, resulting in improved overall workforce productivity, well-being, engagement, and retention.

We are excited about the opportunity to work with the City of Spokane to put these words into action. We hope that you will consider our specifically designed, robust **EAP + Work-life program** for your employees—*a program with proven results through healthy employee engagement, program utilization, and outcomes*.



Section 3: Proposer Attachments

- A. 2022 Training Catalog
- B. 2022 Webinar Catalog
- C. Sample Standard Utilization Report



2022 Training Catalog

Employee Assistance Program





TESTIMONIALS

"We worked with the learning team to customize a workshop for our teams as we were going through significant transformational change. It was a great session which gave our employees time out to reflect on their personal circumstances and how they could look to move forwards; identifying what their strengths are and planning for their futures using helpful tools and resources that are available through the Employee Assistance Program. Attendees were really positive afterwards and grateful that this workshop was made available for them during a difficult time."

Senior Rewards Manager,
Multi-National Retailer

"The learning events available provided cover a broad range of topics, from mental health and mindfulness to effective communication and ergonomics – there is a training available to support most areas of concern. The trainers come with a huge amount of experience and create an environment where people are happy to engage and interact on what can be quite sensitive topics. Having the option to deliver sessions in local languages is a huge benefit in a global organization as this makes the session much more impactful for those attending. We have found that the learning events offer a great way to introduce the EAP to employees in a relevant way, making them more likely to contact the service for support when they need it." Health and Wellbeing Program Manager – Nokia

CONTENTS

OVERVIEW

Our Aim and Commitment to You	03
The Details	04

2. OUR TRAINING SERIES COLLECTION

FIRST RESPONDER AND FRONTLINE WORKER SERIES

Have You Reached Your Limit? Asking for Help When You Need It Most	6
Tackling Trauma and Coping with Survivors Guilt	7
Understanding Personal Emotional Triggers	7

NAVIGATING THROUGH A CRISIS SERIES

Leading Through Crisis	8
Sustaining Resilience During Ongoing Exposure to Trauma	9
Delivering Bad News	9
Cross-Cultural Communication During a Disturbing Time	10
Supporting Colleagues Through Difficult Times	10

THE BUSINESS TRAVELER SERIES

The Business Traveler: Sustaining High Performance	11
Optimize Your International Assignment	12
International Assignment: Aiding Your Family's Adjustment	13
Conquering Isolation While on Business Travel	13

MENTAL HEALTH SERIES

Mental Health: Recognize and Respond – A Session to Help Employees Become An Agent of Change	14
Mental Health: Recognize and Respond – A Session for Managers	14
Battling Burnout	15
Talking About the “S” Word	15

MINDFULNESS SERIES

Emotional Strength	16
Mindfulness for Compassion	16
Practice of Gratitude	16
Helping Children Learn Mindfulness	17
Mindfulness to Concentrate and Pay Attention	17

CONTENTS

Mindfulness for Healthy Eating	17
Being There - The Art of Taking a Walk	18
Mindfulness to Sleep Better	18
Be Conscious of Time	18
Clearing Your Mind	19
Beyond the Body Scan	19
Exploring Moments to Practice Mindfulness	19

DIVERSITY, EQUITY AND INCLUSION SERIES

Why Inclusion Matters	20
Bullying and Harassment: Zero Tolerance	21
Fostering a Sense of Belonging	21
Sustaining a Respectful Work Environment	22
Discovering Unconscious Bias	23
Understanding Microaggressions	23

3. STANDARD LEADERSHIP TRAINING

How to Lead Hybrid High-Performing Teams	25
Advocating for Your Employees	26
The Coach Approach to Leadership - Leadership Skills for Thriving Teams	26
Managing Psychosocial Risks in the Workplace	27
Getting Comfortable with Conflict - A Leadership Guide	28
People Centric Leadership	28

4. STANDARD EMPLOYEE TRAINING

Healthy Mind Toolkit - Boosting Your Mental Health	30
Creating a Resilient Mindset	31
Switching Off - Life Beyond Digital Devices	32
Healthy Boundaries and Work-Life Balance	33
Effective Stress Management	33
Staying Optimistic - Conquering Negative Thoughts	34
Discover the World of Emotional Intelligence	35
Eat Well. Move More. Sleep Better	35
Tackle Unhealthy Habits and Transform Your Life	36
Coping with Critical Illness	37
Raising Resilient Children	38
The Many Faces of Grief - Coping with Loss	39
Unlock the Secret to Financial Wellbeing	39
Work Smarter, Not Harder - Become a Time Management Master	40
Powerful Communication - Harnessing Effective Techniques to Enhance Your Style	40
Other Topics Available on Request	41
Terms and Conditions for Learning Events	42

OUR AIM AND COMMITMENT TO YOU

Our aim is to improve the health and performance of workforces globally through the provision of training content that results in positive emotional and psychological outcomes.

The range of topics covered in this catalogue include topics designed to address the challenges faced by the modern-day workforce. Topics are focused on optimising wellbeing, personal awareness and professional competence. At the organisational level, the learnings are designed to create a positive work environment where your people can thrive.

Our curriculums are developed by industry experts with experience in a wide range of work environments. They design content that assists participants to acquire new skills, increase performance, enhance wellbeing and embark on a pathway to self-management and career growth.

Our curriculums are developed by industry experts with experience in a wide range of work environments

Our solutions focus on evidence-based content presented in a collaborative learning environment. Each learning event is delivered by experienced professionals who deliver localised and culturally appropriate content. The interactive environment allows for discussion and sharing of ideas, accelerating the transfer of skills and knowledge to the participants. Participants can apply this information to both their work and personal lives. Learning events are available in multiple languages, aligned with your workforce.

Your Account Manager or Business Development Representative are available to start the process of developing an annual training plan or setting up a one-time learning event. Together we look forward to creating learning solutions to fit your needs.



THE DETAILS

Our standard learning events last sixty minutes unless otherwise specified. The format allows for a presentation on the topic, along with group discussion and questions.

At least four weeks' notice is required to arrange and coordinate standard learning events. This vital lead time allows us to confirm logistics, confirm the appropriate trainer and complete our consultation process. In addition, this timeframe allows adequate time to publicise the event to ensure healthy attendance. Learning event requests with less than four weeks' notice may result in limited availability for the requested date and time or availability of the speaker. A secondary consequence is that employee attendance may be reduced because of limited time for the publicity of the event internally

However, the topics listed may be customised to your organisation's specific needs for delivery style, time, location, and language (one-hour, half-day, or full-day). In addition, the content can be expanded, combined, or modified to reflect your organisation's requirements, and is always localised to meet the needs of global employees.

Collaborative learning engages participants through guided facilitation of meaningful content, illustrations, exercises, practical examples, and group discussions. Facilitators present practical information, help manage the session with flexibility to meet participants' needs and expectations, and recognise that the character and learning style for each learner varies.

Virtual learning is an excellent platform to communicate topics of a wide interest to a decentralised audience. Virtual classrooms offer an excellent opportunity to connect participants with subject matter experts without the geographic constraints. Employees register for the sessions through a web portal. You can bring instructor-led events directly to your employees' desktops while accommodating their busy schedules. Using a web browser and their telephone, employees can interact with a qualified facilitator who will guide their learning and answer their questions in real-time, self-guided learning.

Our sessions are delivered by experienced professionals who are experts in their respective fields. We work in partnership with a carefully assembled group of uniquely qualified, carefully verified, and rigorously trained professionals. This consortium transcends cultures, geographies, time zones, and borders with unparalleled expertise and local linguistic knowledge to help clients support their employees, anytime and anywhere. ●



A large, stylized number '2' is positioned on the left side of the page. It is composed of two overlapping shapes: a dark blue '2' in the foreground and a lighter blue '2' behind it, creating a layered effect. The number is oriented vertically, with the top of the '2' near the top of the page.

OUR TRAINING SERIES COLLECTION



First Responder and Frontline Worker Series

Have You Reached Your Limit? Asking for Help When You Need It Most

1HR

Frontline and first responders are characteristically very resilient. However, consistent pressures and chronic stress can be detrimental over time. It is therefore important to understand behavioural indicators that signal the need for help.

This includes becoming aware of signs of “stigma” when seeking professional help and how to overcome it. Knowing the signs are critically important to maintain your self-confidence and that of your team to continue operating effectively and safely. The continual exposure to trauma requires specialised support. For first responders - the firefighters, police officers, military personnel, emergency dispatchers, EMTs and others who keep us safe - work can mean

This session is focused on helping participants reclaim their emotional and psychological awareness of where their limit might be

close encounters with danger, chaos, and tragedy, sometimes on a daily basis. The continual exposure to traumatic situations takes a toll over time. This session is focused on helping participants reclaim their emotional and psychological awareness of where their limit might be, by sharing experiences and learning effective strategies to manage their reactions to sustained stress.

How participants will benefit

At the end of this session participants will be able to:

- Learn the effects of ignoring symptoms that indicate the need for help.
- Understand available resources and how to access them.
- Learn how to confidentially approach co-workers who might need support.
- Understand the importance of social support and how to rely on your support system for recovery. ●

Tackling Trauma and Coping with Survivors Guilt

1HR

Following the aftermath of a traumatic, tragic event, some people commonly experience survivors guilt.

This session helps understand how it is defined and allows participants to identify the typical signs and symptoms that might be experienced and learn about effective coping mechanisms and skills to address it and let go. In particular, following the unprecedented events of the global pandemic, this session will allow attendees to learn about the unique aspect of survivor guilt during the pandemic and its additional challenges.

How participants will benefit

At the end of this session participants will be able to:

- Understand survivor guilt and recognise its symptoms.
- Learn about the unique aspect of survivor guilt during the pandemic and its additional challenges.
- Learn coping skills to let go of survivor guilt. ●

Learn about the unique aspect of survivor guilt during the pandemic

Understanding Personal Emotional Triggers

1HR

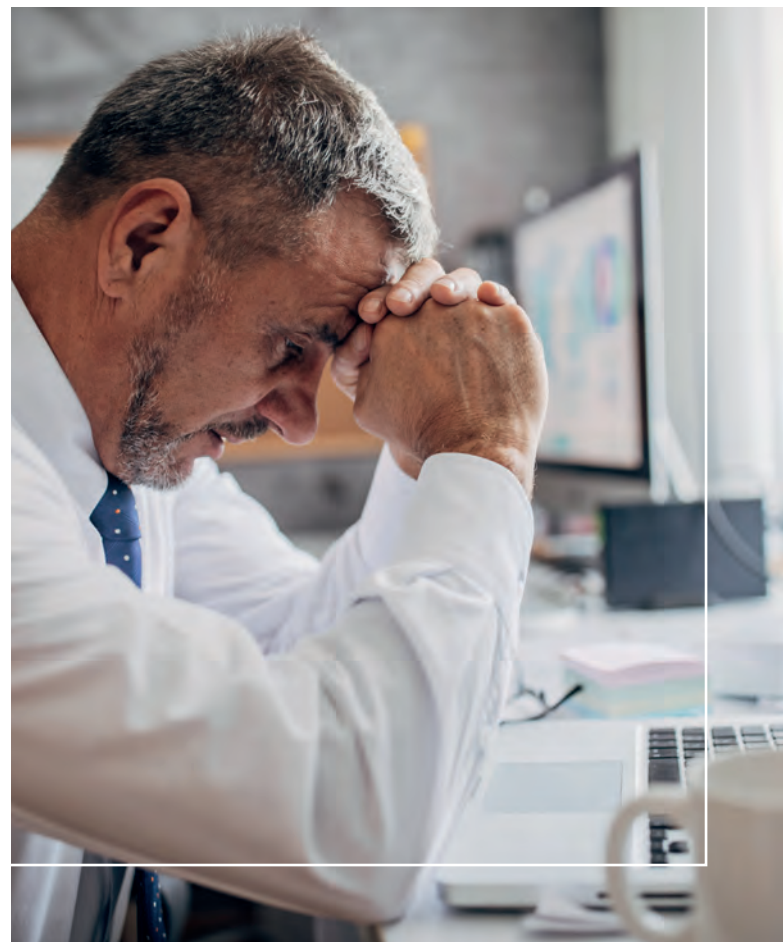
Trauma impacts each person individually. Specific events may trigger deep, powerful, and personal emotional reactions that tests our built-in resilience.

Understanding your personal triggers and how to prepare and recover when we experience them plays an important role in maintaining overall resilience and continuing to perform both safely and effectively. Understanding emotional triggers is an important element of peer support as it creates sensitivity among team members to recognise and support those experiencing a deep emotional reaction to a recent event.

How participants will benefit

At the end of this session participants will be able to:

- Understand emotional triggers and how they impact individuals.
- Reach out for support when managing strong emotional reactions.
- Identify peers who are triggered by specific events and how to support them. ●





Navigating Through a Crisis Series

Leading Through Crisis

3HR

This specialised curriculum is for front-line managers and prepares them to effectively manage during a challenging time.

Participants also receive a Managers' Toolkit, which is a comprehensive resource for managers who successfully complete this training. Following up on the learning objectives from the course, the toolkit provides front-line managers with leadership approaches, resilience strategies, and directions to employees during, and immediately following, a traumatic event. The toolkit contains guidelines on assessing the impact of trauma, understanding

The toolkit contains guidelines on assessing the impact of trauma, understanding cultural reactions to grief and other educational materials

cultural reactions to grief and other educational materials for distribution to team members. By using the resources in the toolkit, managers can meet the basic needs of employees, resulting in a swift return to productivity.

How participants will benefit

At the end of this session participants will be able to:

- Facilitate the safety and wellbeing of employees.
- Ensure preparation, in advance, for any potential disaster.
- Coordinate with internal stakeholders to deliver timely and accurate communications to employees.
- Assist in meeting employees' basic needs fairly, equitably and consistently, resulting in a quick return to productivity. ●

Sustaining Resilience During Ongoing Exposure to Trauma

90 MINUTE

Leading Through Crisis is a pre-requisite for this session.

For organisations working in high threat environments, their challenge is helping employees sustain a resilient perspective. This session provides support approaches that mitigate the impact of long term exposure to trauma and reduce the potential for post traumatic stress disorder.

How participants will benefit

At the end of this session participants will be able to:

- How to recognise the indicators of long-term exposure to trauma.
- How to minimise that impact.
- How to practise self-care.
- Options for ongoing support. ●

Delivering Bad News

90 MINUTE

Managers frequently are required to deliver bad news to their teams. The news can range from announcing a death, a restructuring, notice of an accident.

This session is designed to prepare managers to deliver bad news and learn effective approaches to use in the process. Participants learn communication guidelines for delivering a death notification, news about suicide, or information around redundancies.

The session involves role-plays, discussion and case studies

The session involves role-plays, discussion and case studies to help participants with strategies and guidelines to use in those difficult and sensitive situations.

How participants will benefit

At the end of this session participants will be able to:

- Understand how to approach different situations.
- Learn how to effectively deliver bad news.
- Understand guidelines for targeted for different situations. ●



Cross-Cultural Communication During a Disturbing Time

1HR

Communication during a crisis requires sensitivity to cultural inclusion, emotional state of impacted employees and the transparency of all interactions and communications.

This workshop defines essential components important in planning the communication strategy during a crisis event, including the impact of cultural perceptions and patterns. Participants learn high and low context cultures, cross-cultural

Participants learn high and low context cultures, cross-cultural communication etiquette, and hypersensitive cross-cultural nuances

communication etiquette, and hypersensitive cross-cultural nuances. Participants learn effective strategies to use in crisis situations.

How participants will benefit

At the end of this session participants will be able to:

- The power of transparency
- Understanding culture and the impact of cultural perceptions.
- Defining high and low cultural contexts.
- Learning cross-cultural communication etiquette.
- Sensitivity to cross-cultural nuances.
- Relevancy of culture in the handling of crises. ●

Supporting Colleagues Through Difficult Times

1HR

When a member of the work community experiences episodes of chronic illness, diagnosis of serious illness, or loss of a family member, our first instinct is to extend an offer of support.

Yet we often pause as we feel awkward, uncomfortable and not sure about what to say. Research tells us that working among supportive team members can make a huge difference to the colleague who is managing

the difficulty. This session provides the basics on how to reach out and help. It offers information on behavioural signals of distress, listening techniques, and supportive messages to deliver. The outcome of the session is to reinforce simple steps that help in creating a supportive team environment.

How participants will benefit

At the end of this session participants will be able to:

- Common reactions to a variety of traumatic events.
- Why it is important to talk.
- Signs of anticipatory grief and distress.
- The power of words and the importance of delivering encouraging messages.
- Listening tips and how to engage in appropriate conversations.
- The process of recovery following the death of a co-worker.
- How to cope with stress and improve resiliency. ●





The Business Traveler Series

The Business Traveler: Sustaining High Performance

1HR

The global business traveler routinely juggles multiple cultures, time zones, work environments and living arrangements.

Studies show business travelers report no impact on their overall wellbeing, yet the data suggest something different. The stress of travel, sleep interruption, disconnection from social support group, irregular diet, and loss of exercise routine

This session is designed to create awareness of the triggers and healthy habits that occur while travelling

increase risk for chronic emotional and physical health dangers. Left unchecked, these factors can

lead to burnout, chronic stress fatigue and, ultimately, performance decline. This session is designed to create awareness of the triggers and healthy habits to establish while travelling.

How participants will benefit

At the end of this session participants will be able to:

- Identifying travel triggers and how they affect you.
- Explore work style and how it is impacted by travel schedules.
- Discover your flexibility and adaptability for culture and environment.
- Explore new strategies to ease stress while travelling.
- Design a sustainable, healthy approach to mitigating travel risks. ●



Optimise Your International Assignment

1HR

Moving to a new country on a long-term basis for work can take a toll on employees and their families as they adjust to working and living in an alien culture.

This three-part online seminar series prepares them for life in another country by understanding the cultural differences, exploring the 'cycle of adaptation', and understanding their own personality

Learn how to adapt to the new situation by understanding the adjustment phases and setting realistic expectations

and behaviour. It encourages participants to view things as different, not right or wrong, not good or bad. Exploring new places can be exciting, but can also be a tremendous challenge. The anticipation and

anxiety of preparing for an international assignment can be overwhelming. This session goes beyond providing a framework for the move. Learn how to adapt to the new situation by understanding the adjustment phases and setting realistic expectations.

How participants will benefit

At the end of this session participants will be able to:

- Gain an understanding of life in the specific country (customised as per clients' needs).
- Understand the impact culture has on the way people behave and the way people interpret what is happening around them.
- Learn to accept the nuances of living in a different culture.
- Be better prepared for the move back to their home country as well. ●

International Assignment: Aiding Your Family's Adjustment

1HR

Uprooting from the familiar is difficult for all parties. The anticipation and anxiety of preparing for an international assignment can be overwhelming.

This session goes beyond providing a framework for the move and looks at ways to help all the family adjust as culture shock can be overwhelming for anyone, particularly children who may be leaving their friends, school, and other familiar surroundings. The session will explore a variety of strategies to help aid adjustment socially and emotionally and ultimately help everyone to thrive during the assignment.

How participants will benefit

At the end of this session participants will be able to:

- Discuss the initial steps for informing children about a new move.
- Address concerns specific to each age group.
- Provide tips for helping your children adjust to a new life.
- Set in place your own goals for the assignment.
- Fully and creatively utilise your resources as an accompanying partner.
- Learn how others have successfully addressed challenges. ●

Conquering Isolation While on Business Travel

1HR

Workers see travel as an essential component to advance in their careers. At the same time, travel appears to be glamorous and exciting.

Yet there is a downside to frequent travel as “road warriors” report feeling lonely, isolated. They report the time away from friends and family and missed events take a toll on relationships. Along with the delays and unpredictability of life on the road

Time away from friends and family and missed events take a toll on relationships

create a situation of feeling isolated and lonely. The 1-hour session offers strategies to use to reduce the loneliness and change the experience to realise the career-boosting and life enriching benefits that travel offers. Using the strategies offered in this session will improve and enhance the overall experience.

How participants will benefit

At the end of this session participants will be able to:

- Learn ways to reframe travel arrangements by seeing the positive benefits.
- Explore the opportunities for career enrichment.
- Discover practical tips to tackle loneliness and isolation.
- Develop a range of strategies to enhance overall health and wellbeing.
- Participants will learn new strategies on how to organise their trip to reduce the loneliness and boost their enjoyment. ●





Mental Health Series

Mental Health: Recognise and Respond – A Session to Help Employees Become An Agent of Change

1HR

We all have a role to play in helping to normalise conversations around mental health and contribute towards a respectful and supportive work environment where colleagues feel able to share concerns in an open way.

As such, it is important that every employee has the confidence and competence to recognise if a colleague is behaving in a concerning way and know how to intervene in an appropriate and effective way, taking every opportunity to bring this subject out in the open and commit to making a difference. This seminar will help equip attendees

with the knowledge to be a supportive colleague able to recognise signs of concern and respond appropriately.

How participants will benefit

At the end of this session participants will be able to:

- Know why mental health awareness is important.
- Understand mental health and different conditions.
- Recognise signs of concern.
- Learn how to support a colleague.
- Discover steps to take in a crisis. ●

Mental Health: Recognise and Respond – A Session for Managers

1HR

Every manager has a legal, business, and moral responsibility to be proactive in helping support their employees during times of need.

Our working lives can have a powerful influence on our mental state and, as leaders in a demanding and high-pressured world, it is essential that we develop the confidence and competence to identify individuals at risk and intervene in an appropriate and effective way. The aim of this session is to help you to recognise signs of concern and respond appropriately.

How participants will benefit

At the end of this session participants will be able to:

- Emphasise why mental health awareness is important.
- Understand mental health and different conditions.
- Recognise signs of concern.
- Establish strategies for having a conversation with an employee in need of support.
- Learn how to manage in a crisis. ●

Battling Burnout

1HR

Burnout is an occupational phenomenon which can lead people to experience emotional exhaustion, depersonalisation, and reduced personal accomplishment.

Yet, as it occurs over a gradual period of time, it is not always easy to notice the signs of excessive pressure building up. With an alarming number of workers

It is more important than ever to recognise the early warning signs and risk factors and learn how to implement anti-burnout strategies

across the world reporting increasing levels of burnout, it is more important than ever to recognise the early warning signs and risk factors and learn how to implement anti-burnout strategies.

How participants will benefit

At the end of this session participants will be able to:

- What is burnout?
- What are the signs of burnout?
- Who is at risk?
- How to protect yourself.
- Why the importance of the five 'R's.

Talking About the "S" Word

1HR

1 in 5 adults say they have had suicidal thoughts at some point in their lives. Yet it still remains a topic that many struggle to talk about openly and stigma is commonly thought as the reason help is not accessed when emotional support is needed.

In addition, many people feel uncomfortable when having difficult or raw conversations in the fear that they may say or do the wrong thing. This session aims to demystify challenging topics such as suicide and self-harm and help participants to understand ways to tackle taboos, aid someone in distress and together make a difference.

How participants will benefit

At the end of this session participants will be able to:

- Understand the key terminology around suicide and self-harm.
- Discussing the role we all play in tackling stigma.
- Demystifying challenging topics and taboos.
- Understanding ways to feel more comfortable being uncomfortable.
- Developing practical skills in helping someone in crisis.

This session aims to demystify challenging topics such as suicide and self-harm and help participants to understand ways to tackle taboos





Mindfulness Series

Emotional Strength

30 MINUTE

Emotional strength consists of being able to answer in an open way about our emotions, without avoiding those that are more difficult to manage; being able to identify them, as well as managing them adequately, and accepting our own vulnerability.

Sometimes we don't allow ourselves to feel our emotions, sensations or experiences as they are. We avoid seeing ourselves and allowing other to see us in a fragile and unprotected state. But experiencing what displeases us is necessary given that it represents our personal growth. In this Webinar we will discuss how we can improve our emotional strength and how accepting our vulnerability makes us stronger.

Mindfulness for Compassion

30 MINUTE

The practice of mindfulness helps us to learn to be present in life, as it is during every moment. What happens when these moments are painful, for us or our loved ones?

It is something that everyone has to face, sooner or later. The key is to learn how to live life not only with Mindfulness or Full Awareness, but compassion and kindness as well. Compassion is the capacity of feeling suffering in ourselves or in others, and feeling an intense desire to help make it go away. In this Webinar we will develop compassion and self-compassion, which is a good way to cultivate well-being for ourselves and others.

Practice of Gratitude

30 MINUTE

Being grateful is a habit that allows us to change our emotional state and to feel more positive in our day-to-day.

Being grateful makes us happier because we are able to say thanks despite the fact that nothing extraordinary has happened. How can we develop this habit and express gratitude? In this Webinar we will learn how to identify what is good, how to celebrate the little things (which aren't less valuable), and other ways to be grateful to increase our happiness and well-being.



Helping Children Learn Mindfulness

30 MINUTE

The practice of mindfulness or full attention has been proven to be as beneficial for children than for adults. Childhood is the ideal stage to practice attention, so it can not only become a habit, but an attitude with which to face life as well.

In this Webinar, we help families teach the necessary tools to children and teenagers so they can be conscious of their internal and external experiences. This will allow them to learn to identify their thoughts and emotions, and the impact they have on their bodies, allowing them to control their impulses, improve their emotional intelligence and well-being.

Mindfulness to Concentrate and Pay Attention

30 MINUTE

Mindfulness is the practice of consciously paying attention to a certain experience in the present moment, observing it curiously and accepting it at the same time.

Numerous studies have shown how mindfulness activates certain parts of the brain that are in charge of planning, memory, concentration and executing tasks. Through this training we are able to improve our concentration, along with not getting distracted and being able to focus on the task at hand.

Mindfulness for Healthy Eating

30 MINUTE

How you ever started snacking just because you were bored or stressed? Are you used to the feeling of not being aware that you've just eaten? Sometimes we manage our emotions with food. We stress eat and we aren't aware of what we're doing. Mindfulness allows us to enjoy our food, to savor every bit and listen to our body to know what we need.



Being There – The Art of Taking a Walk

30 MINUTE

You don't need to be seated in a quiet room with your eyes closed to meditate. You can benefit for this practice while you're on a walk, for example.

In this Webinar we will discuss how we can live with all our senses and connect with our body and the present moment in our daily activities. ●

Mindfulness to Sleep Better

30 MINUTE

We all know the importance of sleeping well and resting. Lack of sleep can create unpleasant and irritating symptoms such as tiredness, anxiety, irritability, difficulty concentrating and poor performance.

The truth is that sometimes we may have trouble sleeping. Our thoughts and our worries about our family, our financial situation, or other problems occupy our mind making it impossible to sleep. Through Mindfulness we can solve this problem with a series of exercises that help us liberate our mind and impact our sleep. ●

Be Conscious of Time

30 MINUTE

The view we have of time changes when our personal circumstances change. Our perception of time has changed throughout history, reaching the present moment where people are unable to not have anything to do or are anxious because of the amount of things they have to do but don't have the time to do it.

In this Webinar you will receive some suggestions and recommendations so you can consciously learn how to manage your time. Being conscious of how you spend your time and how you would like to spend it will allow you to react and change your habits. ●



Clearing Your Mind

30 MINUTE

Buddha once said “We are what we think. All that we are arises with our thoughts. With our thoughts, we make the world.”

The truth is that our thoughts shape our reality. Do you know how to clear your mind of unwanted thoughts? In this Webinar we will learn how to relax and clear our mind with exercises that calm our thoughts and allow us to create new positive and constructive thoughts. ●

Beyond the Body Scan

30 MINUTE

We can't live without the capacity to be in the present moment. It allows us to observe and recognise our experiences. Even though we think that we control our attention, most of the time we are thinking about the past or the future missing out on what is happening in the present.

In this Webinar we will take a deep dive into how mindfulness allows us to recognise what is happening as it is happening, accepting the experience as it is, without changing it. This is something we can do at any time and in any place. ●

Exploring Moments to Practice Mindfulness

30 MINUTE

The less time you feel that you have, the more necessary mindfulness is for you. We all know that to incorporate an activity into our routine we need to make it a habit.

Although this isn't exactly easy, the practice of mindfulness can become a habit that we can incorporate into our lives as long as we know how to do it. In this Webinar we will explore some easy ways in which we can introduce the practice of full attention into our daily lives. ●



Diversity, Equity and Inclusion Series

Why Inclusion Matters

3HR

An essential first step in any DE&I program is focusing on “inclusion” as a mindset. Creating an attitude and belief that embraces everyone is at the heart of organisational performance.

Inclusion ensures that there is room at the table for all groups within the organisation, participation in the conversation assumes that all feel welcome and accepted to share and the level of contribution is tied to their sense of belonging. Assess group representation to ensure full participation from

Assess group representation to ensure full participation from gender, race, religion, age, ethnicity, sexual orientation, neurodivergent, and educational groups

gender, race, religion, age, ethnicity, sexual orientation, neurodivergent, and educational groups.

How participants will benefit

At the end of this session participants will be able to:

- Explore the inherent complexity of bringing a diverse group together to function as a cohesive, functioning group.
- Explore how to use Employee Resource Groups (ERG's) to provide participation and input to the inclusion focus.
- Explore the barriers to inclusivity; bias, internal resistance, communication styles, and group prominence/representation.
- Explore the message of inclusion and effective implementation within the organisation. ●

Bullying and Harassment: Zero Tolerance

1HR

Understanding the psychological impact of workplace bullying and harassment and the role of the bystander.

Participants will learn how to recognise bullying and harassment in a working environment and develop effective strategies to address such behaviours and situations.

How participants will benefit

At the end of this session participants will be able to:

- Understanding what is considered inappropriate behaviour.
- Learning about the psychological impact of workplace harassment and bullying on the victim, and what it means about the psychological landscape of the perpetrator.
- Recognising the role of a bystander in the cycle of harassment and bullying.
- Specific organisational processes to address such situations. ●



Fostering a Sense of Belonging

1HR

The need for affiliation and belonging is an essential human emotional need. This includes belonging to a team, an organisation, a community, or a religious or ethnic group.

By belonging to a group, we feel a part of something larger and more important than ourselves. Satisfying the need for belonging is centered on acceptance, attention, and support from members of the group. The need to belong to a group also can lead to changes in behaviours, beliefs, and attitudes as people strive to conform to the standards and norms of the group. This need for belonging is a reason why membership in Employee Resource Groups (ERG's) has grown rapidly. When people have a sense of belonging, they feel included, leading to more meaning in life. Therefore, belonging and attachment to co-workers is an important factor in considering leaving or staying in their

current position. Employees who have a sense of belonging and inclusion in the workplace are 3.5 times more likely to contribute their full potential. High belonging has been shown to increase job performance by 56%, reduce turnover risk by 50% and decrease sick days by 75%, according to Harvard Business Review. When scaled across the organisation, belonging is good for business.

How participants will benefit

At the end of this session participants will be able to:

- Learn about what belonging means and why it is so important.
- Gain strategies to cultivate a sense of belonging for oneself.
- Understand what organisations can do to foster a culture of belonging. ●



Sustaining a Respectful Work Environment

1HR

We all come to work with the expectation that we are going to be treated appropriately - be shown respect, have our ideas and opinions listened to, be provided with the information we need to do our jobs and feel safe.

This training session will empower attendees with the awareness and knowledge to cooperate and communicate with respect, embrace differences,

Empower attendees with the awareness and knowledge to cooperate and communicate with respect

address concerns in a constructive way, and help contribute towards a collective vision built on a collaborative, respectful and harmonious work culture.

How participants will benefit

At the end of this session participants will be able to:

- Define healthy acceptable work behaviours and what may be considered inappropriate.
- Outline ways to promote a positive and inclusive work environment.
- Tackle inappropriate behaviour in an assertive way.
- Understand the support available. ●

Discovering Unconscious Bias

1HR

Unconscious bias, is also known as implicit bias or hidden bias, and it poses a serious roadblock to DE&I.

Either favourable or unfavourable, unconscious bias occurs when people - usually without realising it - make judgments and take mental shortcuts based on stereotypes about someone's race, gender,

The aim of this session is to raise awareness of different types of unconscious bias and minimise its influence on workplace

ethnicity, age, disability, or other factors. The aim of this session is to raise awareness of different types of unconscious bias and minimise its influence on workplace practices, policies and processes.

How participants will benefit

At the end of this session participants will be able to:

- Understanding how unconscious bias is revealed.
- Exploring the impact that unconscious bias has on everyday interactions.
- Identifying one's own unconscious biases. ●

Understanding Microaggressions

1HR

Microaggressions are common verbal, nonverbal and environmental slights, snubs, or insults whether intentional or unintentional that communicate hostile, derogatory or negative messages to individuals of marginalised groups.

This training empowers the audience with awareness and knowledge to effectively address situations where microaggressions are present.

How participants will benefit

At the end of this session participants will be able to:

- Understand the impact of microaggressions on positive work environment.
- Learn how to respond to whether they are on the receiving end, a witness or have been called out for a microaggression.
- Build a more positive work environment by respectfully and effectively addressing microaggressions in communication.
- Build a more positive work environment by respectfully and effectively addressing microaggressions in communication. ●





**LEADERSHIP
STANDARD
TRAINING**



Leadership Standard Training

How to Lead Hybrid High-Performing Teams

1HR

With the ever-evolving 'hybrid' working environment, virtual teams will be here for the long-term. They offer employers the chance to capitalise on talent and diversity without any restrictions of geographical location.

For employees, virtual teams offer freedom and flexibility to work where they live, optimise their contribution, and attain a healthy work-life balance. Nonetheless, while virtual teams have been shown to increase productivity and lower attrition, they also present unique challenges for managers. Communication, trust, monitoring

While virtual teams have been shown to increase productivity and lower attrition, they also present unique challenges for managers

workload and wellbeing status are some of the challenges that managers face on a daily basis that will be addressed in this session to better equip managers with an effective leadership strategy.

How participants will benefit

At the end of this session participants will be able to:

- Discover ways to contribute to a compassionate hybrid work culture.
- Learn practical ways for managers to communicate and reconnect with their virtual teams.
- Learning ways to embrace the opportunity to reunite with others.
- Help managers understand the importance of monitoring employee wellbeing status for all virtual team members. ●

Advocating for Your Employees

1HR

The objective of this session is to emphasise the importance of being an advocate for your team and make you aware of what you need to do differently for your workforce to feel truly heard and represented, contributing to higher levels of operational efficiency, meaningful engagement and work performance.

Cultivate working relationships where people are enabled in their growth and development for both professional and organisational gain

In turn, this will help to cultivate working relationships where people are enabled in their growth and development for both professional and organisational gain.

How participants will benefit

At the end of this session participants will be able to:

- What does it mean to advocate for your team?
- Why is being an advocate important?
- How to be an effective advocate?
- Explore what would get in the way of being an effective advocate.

The Coach Approach to Leadership – Leadership Skills for Thriving Teams

1HR

This session explores the role leadership plays in optimising performance and motivating others. Participants will learn methods to achieve success in guiding and motivating others, while leading with a sense of focus, purpose and direction.

Additionally, they will learn strategies for optimising performance and bringing out the best in their people. Leaders must draw upon multiple skills to be successful. Many recognise the value of connecting with others

Today's workforce desires a coach approach to leadership

using communication tools that professional coaches use to facilitate powerful conversations. Today's workforce desires a coach approach to leadership. Participants will recognise the value of integrating the

coach approach communication principles into their leadership style and organisational culture to develop employees that thrive.

How participants will benefit

At the end of this session participants will be able to:

- Examine their current leadership style.
- Recall the four different types of listening and focus on developing their listening ability.
- Construct powerful questions that could be used in conversation with direct reports.
- Demonstrate appropriate ways to provide information and give advice to direct reports to empower growth.
- Practice ways to increase staff self-efficacy, to build morale and productivity by utilising acknowledgement. ●



Managing Psychosocial Risks in the Workplace

1HR

Non-physical factors in the workplace can become detrimental to employee health and well-being. When poorly managed, factors such as workload, change, how employees are treated and managed, become psychosocial hazards.

These hazards can threaten our mental and physical well-being, and may lead to a number of outcomes such as loss of concentration, poor decision-making, at-risk behaviours, increased error rate, reduced effectiveness and productivity, depression, or anxiety.

This training is designed to help organisations identify psychosocial risks and hazards and how they can be managed to promote employee wellbeing

This training is designed to help organisations identify psychosocial risks and hazards and how they can be managed to promote employee wellbeing.

How participants will benefit

At the end of this session participants will be able to:

- Learn how to recognise psychosocial risk factors and their impact on employees.
- Discover the legal, commercial and moral case for risk management.
- Define employer duty of care and relevant responsibilities.
- Understand effective intervention techniques to manage psychosocial risks.
- Find their own coping strategies to deal with the risks. ●

Getting Comfortable with Conflict – A Leadership Guide

1HR

Almost every workplace has a diverse blend of personalities and preferences therefore it is expected that there will be some dispute and conflict.

Not all employees are the same; some personalities are easier to interact with than others. Human beings are often fearful of conflict and not having a happy and amicable team can make work very difficult. However, not all conflict is bad. Conflict can lead to positive growth and change. Thus, it is important that managers need to learn how to communicate and facilitate a positive working relationship with any personality type to explore how to reach resolutions that are agreeable to all parties involved and get the team focused on moving forward. This session will teach leaders how to apply conflict management strategies that will boost performance and increase

collaboration among their team, whilst examining the role of attitudes and perceptions, along with how to make the most of their diverse relationships with diverse kinds of people.

How participants will benefit

At the end of this session participants will be able to:

- Explore the origin of conflict and tension.
- Identify conflict management styles.
- Develop an understanding of the intent behind the message.
- Connect conflict management styles with a variety of personality types.
- Consider ways to create a collaborative environment. ●

People Centric Leadership

1HR

Leaders who follow a people-centric approach know what it means to be successful: to put their people at the forefront of everything they do.

Great leaders not only understand themselves but they know the people they manage and know the importance of developing compassionate and empathetic relationships. This relies on emotional intelligence (EQ), the ability to recognise their own feelings and those of others, and self-motivation to understand the needs and motivations of others. Leaders who demonstrate a greater EQ help create

a healthy and productive workplace. This interactive and insightful session focuses on emotional intelligence, self-awareness and relating to others.

How participants will benefit

At the end of this session participants will be able to:

- Understanding ways to communicate compassionately, empathetically, and professionally.
- Learning and applying techniques to develop emotional intelligence.
- Understanding how to work in a collaborative manner to optimise motivation and morale.
- Learning ways to develop self-awareness and adopt a greater understanding of how others work. ●

This interactive and insightful session focuses on emotional intelligence, self-awareness and relating to others



STANDARD EMPLOYEE TRAINING



Standard Employee Training

Healthy Mind Toolkit – Boosting Your Mental Health

1HR

Managing your own health and energy is an essential part of living a happy and healthy life. Many people become more concerned about meeting other people's needs and expectations and end up neglecting their own.

People also believe that their mental wellbeing should only be addressed when they are struggling, however, constantly checking in with our mental wellbeing helps us to manage difficult times in the future and

This empowering training will help you to understand how to optimise levels of mental health as well as gain coping strategies for dealing with adversity

can reduce our risk of prolonged physical health problems. This empowering training will help you to understand how to optimise levels of mental health as well as gain coping strategies for dealing with adversity in a constructive way, developing structured mechanisms for building better mental health.

How participants will benefit

At the end of this session participants will be able to:

- Learning how to optimise levels of mental health.
- Identifying ways to manage adversity and change.
- Learning practical stress management strategies.
- Develop structured mechanisms for building better mental health. ●

Creating a Resilient Mindset

1HR

Our resilience is tested in several aspects of our lives, particularly when we are under pressure or find ourselves in a challenging environment.

In an ever-evolving and transitioning landscape that often brings fear and uncertainty, it is important for us to know how to adjust effectively and remain resilient. This training will explore our relationship with failure and how by transforming our perception we can discover the vital secrets for developing an adaptable and confident mindset by embracing vulnerability and fear. Specifically, this session will explore the foundation of resilience, understanding yourself and

Specifically, this session will explore the foundation of resilience, understanding yourself and your personal operating system and identifying the mental obstacles

your personal operating system and identifying the mental obstacles (thoughts, feelings and attitudes) that get in your way. Participants will focus on five muscles: accepting personal accountability, developing a belief system that encourages and supports success, accurately and objectively assess your moods and blind spots, perfect your deep breathing technique and curate curiosity to view situations from different angles.

How participants will benefit

At the end of this session participants will be able to:

- Discover the power of vulnerability when dealing with failure.
- Learn how to perceive adversity as a learning opportunity.
- Tackle limiting beliefs associated with challenge and change.
- Understand how to embrace fear and take risks. ●



Switching Off – Life Beyond Digital Devices

1HR

The modern working world is plugged in now, more than ever and we are driven by rapid advancement in technological growth. The way we communicate in this digital world has transformed working behaviours, compelling workers to be plugged in 24/7.

The overuse of digital devices has been linked to stress, burnout, insomnia, anxiety and other mental health disorders. This thought-provoking and innovative seminar will provide attendees with

Participants will discover practical ways to reclaim a sense of work-life balance and address existing habits to be able to unplug digitally and mentally for a healthier and happier life

a powerful insight into the true impact of living and working in a reactive, fully connected world. Participants will discover practical ways to reclaim a sense of work-life balance and address existing habits to be able to unplug digitally and mentally for a healthier and happier life.

How participants will benefit

At the end of this session participants will be able to:

- Understand the psychological impact of being switched on 24/7.
- Learn simple strategies to unplug digitally and mentally for a healthier and happier life.
- Discover practical ways to reclaim a sense of work-life balance and address existing habits. ●





Healthy Boundaries and Work-Life Balance

1HR

People often feel torn between work and time with the family. They feel they don't have enough 'me' time.

This session will help participants identify various ways to achieve balance with personal, family and work responsibilities. The conflicting demands of work and home can create stress and zap the time and energy needed to get everything done. In this session, participants will find answers that will allow

Participants will find answers that will allow them to be more effective and more satisfied with both their home and work lives

them to be more effective and more satisfied with both their home and work lives.

How participants will benefit

At the end of this session participants will be able to:

- Identify the sources that keep them out of balance.
- Determine the meaning of work-life balance.
- Learn time management strategies for effectively managing multiple demands.
- Discuss the benefits of prioritising.
- Explore the role of delegation and communication with others.
- Develop an action plan to balance their own work and life demands. ●

Effective Stress Management

1HR

Working under excessive pressure for a prolonged period of time can result in chronic stress which can have a significant adverse impact on our mental and physical health, in particular long-term cardiovascular problems due to the consistent and ongoing increase in heart rate, and elevated levels of stress hormones and of blood pressure.

Without understanding the physical stress response, it can be difficult to develop healthy coping strategies to help us tackle stress in an effective way, causing a build-up of stress

hormones in our minds and bodies which leads to more significant health issues such as burnout and/or depression.

How participants will benefit

At the end of this session participants will be able to:

- Understand the science of the stress response.
- Recognise your own stress triggers.
- Learn how to respond rather than react.
- Discover powerful stress busting strategies. ●



Staying Optimistic – Conquering Negative Thoughts

1HR

An average person has between 12,000-60,000 thoughts per day, 80% of which are negative.

These thoughts are part of the survival mechanism in the mind which focuses on more negative details as a form of self protection. However, it is not the negative thoughts themselves that are the issue, but rather the importance that we give these thoughts that cause

It is not the negative thoughts themselves that are the issue, but rather the importance that we give these thoughts that cause the problem

the problem. This session allows participants to learn how to gain control over negative thoughts and turn them into neutral or positive ones, helping to conquer unhealthy and unhelpful habits.

How participants will benefit

At the end of this session participants will be able to:

- Identify the symptoms and causes of negative thoughts.
- Apply strategies to disrupt negative thoughts.
- Understand when additional help is needed.
- Discuss the types of help available. ●

Discover the World of Emotional Intelligence

1HR

Being able to recognise feelings in oneself and others, managing emotions, and balancing thoughts are invaluable traits that are associated with emotional intelligence (EQ).

Emotional intelligence requires skills such as self-awareness, self-regulation, motivation, empathy, and social skills. Embracing the nuances of human emotion have demonstrated several benefits, particularly at work, such as better collaboration, compassionate leadership, boosted morale and overall a happier and healthier workplace. Participants will learn that

The session also examines new brain research on emotions and the battle between the emotional and the thinking brain.

by recognising the feelings of family members and co-workers, and responding in a balanced, rational way, they can improve relationships and collaborate more effectively. The session also examines new brain research on emotions and the battle between the emotional and the thinking brain.

How participants will benefit

At the end of this session participants will be able to:

- The ability to cope with daily situations and get along in the world includes both cognitive and emotional intelligence.
- The emotional brain impacts behaviour.
- An 'amygdala attack' of panic reactions results when cognitive thinking stops.
- Calm breathing and focused listening add to EQ. ●

Eat Well. Move More. Sleep Better.

1HR

When we are busy with the demands of life, it can sometimes be easy for our healthy habits to slip. Yet neglecting our nutrition, poor sleep and physical inactivity can all result in reduced health and increase our risk of illness.

This practical session will explore three of the most important components for living a healthy lifestyle; nutrition, movement and sleep. It will explore the ways you can introduce new techniques for healthy practices and learn simple but effective ways to eat well, move more and sleep better.

How participants will benefit

At the end of this session participants will be able to:

- Discovering the basics of eating for energy.
- Overcoming barriers to healthy eating.
- Learning ways to move more and combat a sedentary lifestyle.
- Identifying good sleep hygiene practices B64:C70. ●



Tackle Unhealthy Habits and Transform Your Life

1HR

Breaking bad habits can be tough. Even if we know something is not good for us, finding the motivation to tackle the unhealthy cycles of behaviour and know how to make better choices is not always easy.

The good news is that change is absolutely possible. This session will explore the science of behaviour change and apply these teachings to tackle common

The session will explore triggers and how to plan ahead for success.

bad habits such as alcohol consumption, smoking, social media and unhealthy eating. The session will explore triggers and how to plan ahead for success.

How participants will benefit

At the end of this session participants will be able to:

- Identifying triggers.
- Understanding the science of habit formation.
- Establishing ways to boost motivation for change.
- Creating a strategy for breaking bad habits. ●





Coping with Critical Illness

1HR

Many serious health problems seem to develop unexpectedly, upsetting your life out of the blue. You may feel overwhelmed by waves of difficult emotions - from fear and worry to profound sadness, despair, and grief - or just numb, frozen by shock or the feeling that you'll never be able to cope.

The emotional upheaval can make it difficult to function or think straight, and even lead to mood disorders such as anxiety and depression. One's emotions can feel like a roller-coaster. However, participants can learn to manage these feelings, adjust to a new way of living and live a fulfilling life.

But whatever your diagnosis or emotional response, it's important to know that you're not powerless. There are steps you can take to better cope with your

new situation, ease the stress and mental anguish that often accompany serious illness, and find a way to navigate this challenging new journey.

How participants will benefit

At the end of this session participants will be able to:

- Learn about the emotional impact of a critical illness diagnosis.
- Gain some skills to manage the diagnosis and its aftermath in as helpful a way as possible.
- Understand the importance of taking care of one's mental health during a critical illness.
- Understand the impact on caregivers and emphasize the need for their emotional support as well. ●



Raising Resilient Children

1HR

Many parents face multiple changing roles and responsibilities and it can be difficult to navigate the new demands faced, whilst also supporting the psychological needs of their children.

The session will highlight the importance of raising resilient children and explores the road blocks that get in the way of letting parents focus on this, such as parental guilt, perfectionism and comparison with

Explore key communication strategies that help empower young children and help them overcome stress in a healthy way.

others. It will explore key communication strategies that help empower young children and help them overcome stress in a healthy way.

How participants will benefit

At the end of this session participants will be able to:

- Define what is resilience.
- Determine how resilience can be built.
- Define strategies to help children build their resilience muscles.
- Learn what this means for you as a parent.
- Understand the barriers that get in the way of making children more resilient. ●

The Many Faces of Grief – Coping with Loss

1HR

While grief touches everyone, and grieving is normal, the pain of loss is unique to each individual.

Major losses trigger conflicting emotions, from anger and denial to maybe even relief. This session will help participants to explore their own reactions to loss, from a death to divorce. They will learn why some people are stuck in a 'grief rut' as they discuss more healthy ways to grieve.

How participants will benefit

At the end of this session participants will be able to:

- Learn the different and individual ways each person handles grief and loss.
- Understand the ways both adults and children can learn to grieve in a healthy manner.
- Discover how the helping hand of support to those in grief makes the process more tolerable for them. ●

Unlock the Secret to Financial Wellbeing

1HR

Managing your finances may seem like a large and daunting task however it allows you to have a better perspective of where and how you're spending your money.

Good personal finance management allows you to learn how to control your money so you can achieve your financial goals. The initial step is defining your money beliefs and your financial goals, both short term and long-term. This training will guide you through the process of tracking your spending so that you understand how you currently spend money. You'll examine your obstacles to reaching your financial goals as you learn how to manage your debt and develop a personal strategy for taking control of your finances.

How participants will benefit

At the end of this session participants will be able to:

- Understand your money beliefs and how these affect your personal finances.
- Establish ways to track your spending.
- Explore proven ways to reduce debt and spending.
- Develop a personal strategy for taking control of your finances. ●



Work Smarter, Not Harder – Become a Time Management Master

1HR

How often do we hear the phrase, there aren't enough hours in the day? Many people find themselves constantly adding to the to-do list with the day passing by with the feeling that they haven't accomplished anything.

Effective management is critical to ensure you feel better accomplished and less overwhelmed at the end of a busy day. Time management is a learned skill. It requires self-discipline and a desire to become conscious of how one manages one's daily activities.

Effective management is critical to ensure you feel better accomplished and less overwhelmed at the end of a busy day.

This session will provide a basic explanation of the time management process and the characteristics of effective time managers. It will discuss the importance of prioritising important events, and explore the role of delegation and communicating delegation requests with others.

How participants will benefit

At the end of this session participants will be able to:

- Explain the time management process.
- Provide characteristics of effective time managers.
- Discuss the importance of prioritising important events.
- Explore the role of delegation and boundaries. ●

Powerful Communication – Harnessing Effective Techniques To Enhance Your Style

1HR

Effective Communication is conceptualised as the ability to convey information to another both effectively and efficiently. Good verbal, nonverbal and written communication skills are crucial for successful relationships. It is also important that people exercise active listening skills.

The ability to effectively communicate with others through listening and speaking is one of the most powerful tools for personal and professional success. Emotions, communication and conflict are

The ability to effectively communicate with others through listening and speaking is one of the most powerful tools for personal and professional success.

present in all human interactions and affect each of us in different ways. Everyone manages emotions, communication and conflict from habit – i.e. patterns and styles developed early in life and over time. This session will help develop important communication skills both verbally and non-verbally to create a more cohesive, collaborative and successful working environment.

How participants will benefit

At the end of this session participants will be able to:

- Effectively listen to be better communicators.
- Develop an awareness of personality and communication tendencies.
- Discuss ways to overcome barriers to effective communication. ●

Terms and Conditions

We thank you for allowing Deer Oaks and our subcontractor, Workplace Options to journey alongside you to facilitate the optimal performance of your employees.

Please find below the terms and conditions of service for global learning events and our respective areas of responsibility. These terms have been designed to ensure that we and our facilitators are able to offer you quality services.

DEER OAKS/WORKPLACE OPTIONS WILL FACILITATE ON-SITE OR VIRTUAL LEARNING EVENTS:

- Three (3) weeks prior to the session, provide a learning event announcement flyer.
- Five (5) business days prior to the session, provide final confirmation of the facilitator (with contact details and profile).
- Three (3) business days prior to the session our facilitator will contact the local point of contact to introduce themselves and discuss logistics for the day.
- Five (5) days after the session an attendee report and satisfaction survey will be provided.

CUSTOMER WILL:

- Provide a minimum of four (4) weeks' notice for standard learning event requests.
- Provide a training room and equipment (i.e. Laptop, LCD projector, flip chart, etc.) for an on-site learning event. Please notify us if this requirement cannot be met.
- Ensure the event announcement gets circulated to potential participants well in advance to allow for participation.
- Print and provide handouts to all expected participants for on-site events.
- Agree not to record, broadcast, webcast or otherwise transmit the session to any additional audience without prior written consent.
- Provide notification to Deer Oaks/Workplace Options upon requesting a session(s) of security clearance requirements or other documentation required for providers to be given access to the customer's workplace.

SERVICE DELIVERY GUIDELINES

TRAVEL AND AFTER HOUR SESSIONS

- An additional 25% (\$75.00) of the session fee will be charged for sessions delivered outside standard business hours - Monday to Friday before 8:00 am and after 6:00 pm, as well as weekends.

CANCELLATION AND RESCHEDULING POLICY

- Once the learning event is confirmed- Deer Oaks will allow one date change within five (5) business days of receiving the request. Thereafter, an additional 50 percent (\$150.00) of the value of the service(s) scheduled will be charged for each date change.
- Cancellation more than seven (7) business days before the learning event date(s) is at no charge.
- Cancellation within two (2) to seven (7) business days of the learning event date(s) is subject to 50 percent (\$150.00) of the value of the service(s) scheduled.
- Cancellation within one (1) business day of the learning event date(s) is subject to 100 percent (\$300.00) of the value of the service(s) scheduled.

Please note the cancellation and re-scheduling charges notated above are based on Deer Oaks' standard learning event rate of \$300.00 per hour.

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**DEER OAKS EAP SERVICES
CORPORATE HEADQUARTERS**

126 E. Main Plaza, San Antonio, TX
78205 Phone: +1 (866) 327-2400
E-mail: eap@deeroaks.com
Website: www.deeroakseap.com





2022 WEBINAR CATALOG



CONTENTS

Employee Webinar Topics

- **New!** The Keys to Thriving in the Ongoing Pandemic & Beyond
- **New!** How to Adjust to Returning to the Physical Workplace
- **New!** How to Provide Great Customer Service During Stressful Times
- **New!** How to Utilize Communication Skills to Maximize Career Success
- How to Cope with Change and Uncertainty
- How to Become More Resilient During Challenging Times
- How to Deal with Anxiety in the Midst of Stressful Circumstances
- How to Maximize Productivity and Job Satisfaction While Working Remotely
- Leadership Skills for Non-Supervisory Staff Members
- Advanced Strategies for Managing Time, Stress, & Relationships
- Customer Service Excellence
- Stress & Its Impact on Your Health
- Finding Balance in a Fast-Paced World
- Managing the Stress of Time and Competing Priorities
- Emotional Intelligence at Work
- The Four Keys to Handling Pressure
- Your Attitude Determines Your Altitude.
- Managing the Stress of Change
- The Keys to Managing Negative Emotions
- Building a Culture of Respect
- Advanced Communication Skills that Foster Collaboration & Teamwork
- Successful Approaches to Difficult Conversations
- How to Respond Effectively to Difficult People
- Communicating Effectively in a Diverse World
- Four Steps to Better Workplace Relationships
- The 7 Habits of Highly Effective Employees
- 4 Steps to Maximizing Your Potential
- How to Take More Initiative in Your Work
- Four Steps to Resolving Conflict and Restoring Relationships
- How to Better Manage Stress at Work
- Managing the Stress of Relationships
- How to Understand & Deal with Generational Differences
- Emotional Management in Relationships; How to Respond Instead of React.
- How to Handle Extremely Stressful Circumstances
- How to Build Positive Workplace Relationships
- The Keys to Great Employee-Supervisor Communication.

- Caregiver Excellence
- Relationship Excellence
- Preventing & Overcoming Burnout
- How to Live a Mentally Healthy Life in the 21st Century
- Strengthening the Team
- How to Successfully Transition to Working from Home
- Managing Negative Emotions; How to Respond Instead of React
- How to More Effectively Manage Our Thoughts and Emotions

Supervisor Webinar Topics

- **New!** How to Support Your Employees as They Return to the Physical Workplace
- How to Help Your Staff Cope with Change and Uncertainty
- Helping Your Team Find Work-Life Balance During Stressful Times
- How to Effectively Supervise a Remote Work Team
- How to Motivate, Engage, and Retain Your Staff
- Presentation Skills for Supervisors
- The Keys to Effectively Managing Employee Performance
- How to Hire the Right Employees
- Transitioning from Staff Member to Supervisor
- The 7 Habits of Highly Effective Supervisors
- Creating a Culture of Improved Employee Engagement
- Thinking for Success
- Communicating Effectively with a Diverse Team
- Emotional Intelligence for Supervisors
- The Four Keys to Handling the Pressure of Being a Manager
- How to Effectively Coach Employee Performance
- Building a Culture of Respect; The Keys to Creating a Collaborative & Engaged Work Team
- Maintaining Effective Communication Channels
- Creating an Environment that Encourages Employee Growth & Development
- Advanced Coaching Skills for Leaders
- How to Respond Effectively to Difficult Employees
- Moving from Manager to Leader
- Five Steps to Building Trust with Your Team
- Advanced Communication Skills that Improve Employee Motivation
- How to Prevent Bullying in the Workplace
- Relationship Excellence for Managers
- How to Motivate a Multi-Generational Work Team
- How to Effectively Delegate Tasks & Responsibilities
- Strengthening the Team
- How to Prevent Harassment in the Workplace
- How to Better Manage Stress in Your Organization

- Case Studies in Effective Leadership Coaching
- How to Motivate Your Employees
- Helping Your Employees Adjust to Change
- How to Effectively Onboard and Engage Your Employees
- How to Give Difficult Feedback to Your Employees
- The Fundamentals of Human Resources for Managers
- How to Become a More Effective Manager
- Managing the Stress of Time and Competing Priorities

EMPLOYEE TOPICS

Pandemic Support Topics

New! The Keys to Thriving in the Ongoing Pandemic & Beyond - As our world evolves into a “new normal” the need for people to adjust to changes and learn new and different ways of handling their daily responsibilities continues. This timely session will focus on several important areas that can help individuals to succeed as the pandemic continues, including how to effectively adjust to change, methods for maintaining a positive mindset, strategies for interacting more effectively with others, and ways to capitalize on new opportunities.

New! How to Adjust to Returning to the Physical Workplace - As employees prepare to return to the physical workplace, they may experience anxiety about their health and safety and have concerns about the many changes that have occurred since the pandemic began. This timely session will provide helpful strategies that will help individuals more effectively transition back into working onsite, cope with changes, and re-engage with their colleagues.

How to Cope with Change and Uncertainty - As the pandemic continues, many individuals are facing significant stress, changing circumstances, and uncertainty. This important session discusses several practical strategies for managing stress, adjusting to change, and coping with a future that may seem unclear.

How to Become More Resilient During Challenging Times – During these unprecedented times, employees have been faced with many stressful challenges. Increasing our resilience can be a key strategy to successfully coping with and managing the stress and pressure we face. This timely session discusses several approaches that can help individuals to increase their resilience and maintain their health and effectiveness day to day.

How to Deal with Anxiety in the Midst of Stressful Circumstances - This past year, our world has been faced with a series of difficult and stressful circumstances that have left many of us feeling anxious. This timely session discusses several practical approaches to dealing with anxiety including managing our self-talk, expressing our emotions, and seeking appropriate support from others.

How to Maximize Productivity and Job Satisfaction While Working Remotely - This timely session reviews the benefits and challenges of working from home and provides several tips and strategies that can help remote workers to maximize productivity and job satisfaction. Areas to be discussed include identifying the best workspace, planning/structuring your day, self-discipline, managing distractions, and meeting your personal/social needs.

General Topics

New! How to Provide Great Customer Service During Stressful Times - When employees are feeling stressed, it can be more difficult to utilize their best interpersonal skills when interacting with customers and colleagues. This timely class will discuss several practical self-management strategies and advanced communication skills necessary to interact effectively with customers during stressful times.

New! How to Utilize Communication Skills to Maximize Career Success – Many experts agree that good communication skills are vital to career success. This important session will discuss the core skills necessary to communicate effectively in both one-on-one and group settings, including emotional intelligence, listening respectfully, having collaborative conversations, and making memorable presentations.

Leadership Skills for Non-Supervisory Staff Members – All staff members can be called on to lead others at one time or another. Whether it be taking the lead on a project or organizing a department function, the ability to lead and influence others is an important skill set. This important session is designed to help individuals that are not currently in a supervisory role to enhance leadership skills such as building strong bonds with colleagues, collaborating effectively on tasks and projects, and resolving conflicts that arise.

Advanced Strategies for Managing Time, Stress, & Relationships – This important session is designed to help individuals to enhance both their personal and interpersonal success in the workplace. Topics to be discussed include the keys to planning and prioritizing time, effective methods for coping with and managing stress, and several core communication skills that help to strengthen relationships, work collaboratively with diverse clients and coworkers, and better handle difficult conversations and conflict.

Customer Service Excellence – This important session reviews core customer service values, barriers to providing great service, and the attitude necessary to successfully meet the needs of customers. The presentation also discusses customer service excellence skills including active listening, calmly responding instead of emotionally reacting, and how to de-escalate angry customers.

Stress & Its Impact on Your Health – This seminar takes a practical look at the effect stress has on individuals mentally and physically, along with helpful strategies for listening to internal alarm systems and proactively implementing stress management techniques that can improve health, productivity, and life satisfaction.

Finding Balance in a Fast-Paced World - This timely presentation is designed to help individuals gain valuable insight into the emotional and physical problems that can occur when we let our lives get out of balance. The session also covers several practical strategies that employees can utilize to restore balance and live happier, healthier and more productive lives.

Managing the Stress of Time and Competing Priorities – This presentation is designed to help individuals recognize how personal organization and use of time contribute to stress levels. In addition, the presentation offers a practical approach to prioritizing efforts and maintaining focus on the most important activities in our lives to reduce stress and increase our effectiveness.

Emotional Intelligence at Work - Our emotions can bring us joy and happiness, but also pain and frustration if we don't manage them well. This important presentation discusses the steps necessary to building and maintaining a balanced emotional life at work to achieve greater levels of success.

The Four Keys to Handling Pressure – The challenges of 21st century life place constant personal and professional demands on individuals trying to succeed in the workplace. This practical seminar will empower employees to better manage their perceptions of what confronts them, develop healthier self-talk, avoid over-reacting to situations, and reduce self-defeating behaviors.

Your Attitude Determines Your Altitude - This dynamic presentation explores the importance of a good attitude, and its impact on our health and career success. It includes insight into the components that make up our attitudes (beliefs, thought patterns, emotions, etc.), as well as some practical tips for making improvements.

Managing the Stress of Change - Our constantly changing world creates stress and difficulty for most of us. This important session provides several techniques designed to help individuals more effectively cope with, and adjust to, the changes in their lives. In addition, the presentation covers strategies for increasing the overall resilience of the participants.

The Keys to Managing Negative Emotions - Everyone experiences negative emotions from time to time. The challenge is to manage them, and not let them manage you. This important seminar explores several practical strategies for managing negative emotions such as frustration, resentment, guilt, and fear.

Building a Culture of Respect - This important session focuses on building awareness in staff of the attitudes, emotions, behaviors, etc. that create barriers to a respectful workplace culture; and providing self-management and interpersonal skills training that will lead to more openness, effective communication, greater collaboration, and better management of differences at the office.

Advanced Communication Skills that Foster Collaboration & Teamwork - This practical presentation covers several key interpersonal skills that help strengthen workplace relationships including learning to focus the needs of others, how to respond instead of react during conflict, and ways to amicably resolve disagreements.

Successful Approaches to Difficult Conversations –Successful people have the ability to skillfully discuss difficult or stressful topics with their colleagues and customers. This important presentation provides several practical strategies for having these challenging conversations more effectively including building connections with others, being more collaborative in our approach to interactions, and handling disagreement respectfully.

How to Respond Effectively to Difficult People – This session shares valuable insights into the mindset of difficult to get along with individuals, and provides several practical considerations and strategies for responding more effectively to them. Covered topics include how to manage your own stress response, ways to stay positive during negative interactions, and proactive approaches to dealing with difficult people in the long-term.

Communicating Effectively in a Diverse World - This dynamic presentation takes an insightful look at the challenges of interacting with different types of people (different cultures, generations, personality types, etc.), and offers several practical strategies for maintaining quality relationships with all.

Four Steps to Better Workplace Relationships - This session discusses the importance of workplace relationships and suggests four practical strategies for strengthening them to reduce conflict, improve teamwork, and increase job satisfaction.

The 7 Habits of Highly Effective Employees - Successful employees share many common traits such as integrity, a positive attitude, good interpersonal skills, and a strong work ethic. This dynamic presentation provides an overview of these and other characteristics important to career success, and outlines several strategies for integrating these traits into our own lives.

4 Steps to Maximizing Your Potential – This practical presentation provides a roadmap to help individuals focus on further developing their unique strengths and abilities including: assessing their talents; embracing the full value of them; identifying opportunities to use them in greater ways; and planning for their use in meeting the needs of others.

How to Take More Initiative in Your Work - Employees who take initiative are highly valued by their organizations. This dynamic presentation explores the attitudes and habits necessary to become an individual who goes above and beyond to maximize his/her own productivity.

Four Steps to Resolving Conflict and Restoring Relationships – This presentation takes a practical approach to identifying the needs of each person, gaining understanding of the other person's position and goals, assessing the potential for compromise, and how to agree to disagree. In addition, the session reviews key interpersonal communication approaches and skills crucial to maintaining, and, if necessary, restoring the relationship to ensure good teamwork in the future.

How to Better Manage Stress at Work - The demands of the 21st century workplace create stress for most of us. This practical session teaches individuals to better manage stress by reframing their perceptions of workplace challenges, developing healthier self-talk, avoiding over-reacting to situations, and reducing self-defeating behaviors.

Managing the Stress of Relationships - This session discusses the stress caused by the relationship challenges in our lives and suggests several strategies for improving the quality of our relationships to reduce both stress and conflict.

How to Understand & Deal with Generational Differences – This important topic provides an overview of the differences between the four generations currently in the workplace, and discusses several strategies for communicating effectively between them.

Emotional Management in Relationships; How to Respond Instead of React – This important presentation provides an overview of the emotional self-management skills necessary to have effective interactions with others. The session discusses ways to identify our feelings, be sensitive to the feelings of others, and manage our emotions so that we don't overreact during conversations.

How to Handle Extremely Stressful Circumstances – This important session discusses several strategies for handling the extremely stressful circumstances (trauma, loss, significant changes, etc.) that we experience at times in our personal or professional lives. These strategies include managing our thinking and our emotions, increasing our resilience, and making necessary adjustments.

How to Build Positive Workplace Relationships - This important session discusses the importance of workplace relationships and identifies the barriers to building strong bonds between coworkers. In addition, the presentation covers four core strategies for maintaining great relationships to reduce conflict, improve teamwork, and increase job satisfaction.

The Keys to Great Employee-Supervisor Communication – Great employee-supervisor relationships are built through great communication, including the ability to skillfully discuss difficult or stressful topics together. This important presentation provides several practical strategies for maintaining effective communication including building strong connections with our colleagues and superiors, being more collaborative in our approach, and handling disagreement respectfully.

Managing the Stress of the Holidays – The holidays are a joyous time for many, but can come with additional activities and responsibilities that can be quite stressful. This practical presentation provides several helpful tips and strategies for managing our stress and keeping our lives in balance during this important season.

Effective Business Communication – This practical presentation provides an overview of commonly accepted “rules of thumb” to consider for communication at work. Covered topics include the importance of timing, common courtesy, and maintaining professionalism.

Thinking for Success - Success begins and ends with how we think. This important session focuses on helping individuals to develop the belief systems and thought patterns that create attitudes and behaviors leading to success. The course includes practical exercises that participants can utilize long-term to reinforce positive mental habits.

Caregiver Excellence - This stress management and relationship management skills presentation is designed to enhance the personal wellness and professional effectiveness of caregivers. The presentation discusses several proven stress management strategies, tips for communicating more effectively with those we are caring for, and how to deal with compassion fatigue.

Relationship Excellence - This relationship skills presentation is designed to enhance collaboration, teamwork, and customer service. The presentation covers the barriers to effective communication, effective listening skills, and practical approaches to resolving conflict.

Preventing & Overcoming Burnout - This important workshop takes a practical look at the causes of burnout and provides several life management strategies that can help individuals to improve their health, regain motivation, and increase life satisfaction. Strategies include building resilience, time and stress management, and identifying and pursuing our life's purpose.

How to Live a Mentally Healthy Life in the 21st Century – This important session covers some of the core strategies that can help individuals to live lives that are mentally healthy, enjoyable, and productive. These strategies include how to maintain a positive attitude, enhance emotional intelligence, and maximize personal resilience.

Strengthening the Team - This interactive session is designed to provide supervisors and team members with practical strategies for building stronger interpersonal bonds and creating a more positive workplace environment in the department. The session discusses the barriers to creating a positive team environment, the basics of working effectively with interpersonal differences (personalities, generations, etc.), and several core communication approaches that are key to strengthening relationships among team members.

How to Successfully Transition to Working from Home - This timely session reviews the benefits and challenges of working from home and provide several tips and strategies that can help remote workers to maximize productivity and job satisfaction. Areas to be discussed include identifying the best workspace, planning/structuring your day, self-discipline, managing distractions, and meeting your personal/social needs.

Managing Negative Emotions; How to Respond Instead of React – This important session is designed to help individuals better understand and manage their emotions so that they are less likely to overreact while making decisions and/or interacting with others.

How to More Effectively Manage Our Thoughts and Emotions – We all have intense or negative thoughts and emotions at times. If we don't manage them well, they can interfere with our peace of mind and enjoyment of life. This important session discusses strategies for improving our self-talk and emotional self-management skills to brighten our moods and enhance our ability to communicate effectively with others.

SUPERVISOR/MANAGER TOPICS

Pandemic Support Topics

New! How to Support Your Employees as They Return to the Physical Workplace - As employees return to the physical workplace, they may need extra support to deal with the many changes that have occurred since the beginning of the pandemic. This important session will provide supervisors with several proactive strategies they can utilize to help their employees to effectively transition back to working in the physical workplace, including establishing a more consistent communications approach, and tips for helping them to cope with stress and adjust to changes.

How to Help Your Staff Cope with Change and Uncertainty - As the pandemic continues, many individuals are facing significant stress, changing circumstances, and uncertainty. This important session provides supervisors and managers with several practical strategies for helping their employees to better manage stress, adjust to changes, and cope with an uncertain future.

Helping Your Team Find Work-Life Balance During Stressful Times – During these difficult times many employees are experiencing higher levels of stress. This important session provides supervisors, managers, and HR professionals with practical strategies to help them to encourage individuals to live more balanced lifestyles so they can remain healthy and productive.

How to Effectively Supervise a Remote Work Team - Supervisors who are responsible for managing remote workers face several unique challenges. This important session reviews the core management and leadership skills necessary to ensure that remote employees are engaged and productive. Areas to be discussed include methods for keeping remote workers connected, the importance of establishing a communications rhythm, and strategies for effectively coaching and managing remote worker performance.

General Topics

How to Motivate, Engage, and Retain Your Staff - This important session focuses on providing supervisors and managers with several practical strategies to help them to more effectively connect with, motivate, and engage their teams. The strategies/skills to be discussed include building great relationships with employees, providing consistent recognition/appreciation, and assessing the satisfaction and engagement levels of your team.

Presentation Skills for Supervisors – This practical presentation is designed to provide an overview of the basic elements necessary to give effective presentations. Covered topics include developing your message, interacting effectively with your audience, and how to prepare for delivering your message.

The Keys to Effectively Managing Employee Performance – This important session focuses on making managing employee performance an ongoing process instead of an annual event (i.e., the annual review) to maximize productivity. The presentation covers best practices in performance management including collaborating to set goals, utilizing ongoing coaching conversations to keep employees accountable and on track, and how to review completed work to ensure quality.

How to Hire the Right Employees – Having a strong work team begins with hiring the right people. This session covers identifying the profile of the ideal hire for your team (technical skills, character, interpersonal skills, etc.) and behavioral questions to ask during interviews to help supervisors to determine if a candidate truly fits the profile. The presentation also discusses the process of getting multiple opinions before making a hiring decision.

Transitioning from Staff Member to Supervisor – Making the transition from being a staff member to a supervisor brings unique challenges. This important session provided new supervisors with several practical strategies to help them successfully transition into their new role. Covered topics include the management of existing relationships, the setting of appropriate professional boundaries, and coaching/performance management techniques.

The 7 Habits of Highly Effective Supervisors - Successful supervisors share many common traits such as a positive attitude, good interpersonal skills, and a strong work ethic. This dynamic presentation provides an overview of these and other characteristics important to employee engagement and retention, as well as, outlines several strategies for integrating these traits into your management style.

Creating a Culture of Improved Employee Engagement - This dynamic presentation provides several practical strategies that supervisors can utilize in their day-to-day management approach to improve employee engagement and motivation. The session discusses methods for identifying the needs and interests of staff and techniques for getting them to buy into and work towards the accomplishment of organizational goals.

Thinking for Success - Success in leadership begins and ends with how we think. This important session focuses on helping managers and supervisors to develop the belief systems and thought patterns that create attitudes and behaviors leading to success. The course includes practical exercises that participants can utilize long-term to reinforce positive mental habits.

Communicating Effectively with a Diverse Team - This important presentation takes an insightful look at the challenges of interacting with different types of employees (different cultures, generations, personality types, etc.), and offers several practical strategies for maintaining quality relationships with all.

Emotional Intelligence for Supervisors - Our emotions can bring us joy and happiness, but also pain and frustration if we don't manage them well. This important presentation discusses the steps necessary for supervisors to build and maintain a balanced emotional life at work to improve relationships with employees, and achieve greater levels of success as a leader.

The Four Keys to Handling the Pressure of Being a Manager – The challenges faced by organizations in the 21st century place constant personal and professional demands on managers trying to succeed in the workplace. This important session will empower leaders to better manage the stress that comes with their position, avoid over-reacting to difficult situations, develop healthier self-talk, and reduce self-defeating behaviors.

How to Effectively Coach Employee Performance – Employees respond better to managers that coach and encourage, rather than dictate and micro-manage. This important session provides managers with insights into what motivates their employees, shares strategies for becoming more of a “coach” than a “boss”, and provides techniques for utilizing a coaching approach to improve employee engagement and performance.

Building a Culture of Respect; The Keys to Creating a Collaborative & Engaged Work Team - This important session focuses on building awareness in managers of the attitudes, emotions, and behaviors that create barriers to a respectful and engaging workplace culture. The presentation also provides self-management and interpersonal skills training that will lead to more openness, effective communication, greater collaboration, and better resolution of differences at the office.

Maintaining Effective Communication Channels - This important session discusses several practical approaches to maintaining consistent two-way communication with your team – as a group and with each individual employee. The session includes a process for including employees in team plans and goals to gain buy in, the importance of team brainstorming meetings, and several strategies for facilitating effective one-on-one meetings.

Creating an Environment that Encourages Employee Growth & Development - Employee engagement increases in an environment where individuals are encouraged to grow and develop as professionals. This presentation discusses strategies for creating and implementing a career development plan for each staff member.

Advanced Coaching Skills for Leaders - Research shows that employees are more motivated and productive when their supervisor utilizes a collaborative coaching approach during their day-to-day interactions. This practical presentation reviews the communication skills necessary to have effective coaching interactions, and discusses using a collaborative coaching approach in key situations including assigning work, managing performance, and solving problems.

How to Respond Effectively to Difficult Employees - This session shares valuable insights into the mindsets of difficult to manage individuals, and provides several practical considerations and strategies for effectively interacting with them. Covered topics include how to manage your own stress response, ways to stay positive during challenging conversations, and proactive approaches to dealing with difficult employees over the long-term.

Moving from Manager to Leader - This important presentation discusses the key differences between being a manager and a leader and provides several strategies for becoming more of a leader on a day-to-day basis. Covered topics include core leadership goals, the mindset of effective leaders, the importance of using a collaborative approach, and methods for motivating your team.

Five Steps to Building Trust with Your Team - This session covers the most important management practices that build trust with individual employees and teams, including “walking the talk”, acknowledging mistakes, and providing hope for the future.

Advanced Communication Skills that Improve Employee Motivation - This practical session covers several advanced interpersonal skills that can help managers to strengthen relationships with employees to improve their motivation. Skills to be discussed include identifying the needs of individual employees, empathic listening, strategies to use in coaching conversations, and ways to provide effective employee recognition.

How to Prevent Bullying in the Workplace – This important presentation is designed to help managers and supervisors to better understand bullying behavior, what typically motivates it, and the different forms it takes. The session will also provide several strategies that leaders can utilize to build a more respectful culture that can help prevent bullying from occurring.

Relationship Excellence for Managers – This practical presentation discusses several of the most important interpersonal skills used by supervisors and managers on a daily basis to maintain an engaged and motivated work team. Covered topics include bonding skills, listening skills, coaching skills, and conflict resolution skills.

How to Motivate a Multi-Generational Work Team – Employees who grew up in different time periods can have different values, different priorities, and different communication styles. This important presentation explores those differences and suggests strategies for effectively motivating employees from each generation.

How to Effectively Delegate Tasks & Responsibilities - The ability to delegate is a key skill for every leader. This important session discusses the process of delegating and how to do it in a way that's motivating to employees and achieves good results.

Strengthening the Team - This important presentation is designed to provide managers and supervisors with practical strategies for building a strong team environment for their staff. The session discusses the barriers to creating a positive team environment, the basics of working effectively with different personalities, generations, etc., and several communication approaches that are important for strengthening relationships among team members.

How to Prevent Harassment in the Workplace - This important presentation is designed to help HR personnel, supervisors, and employees to better understand harassing behavior, what typically motivates it, and the different forms it takes. The session also provided several strategies that can be utilized to build a more respectful workplace culture to help prevent harassment from occurring.

How to Better Manage Stress in Your Organization - This important presentation takes a deeper look into the impact that today's stress levels are having on employees and their organizations. The session provides several practical stress management strategies that can help to improve the overall health and productivity of both individuals and teams.

Case Studies in Effective Leadership Coaching - This hands-on workshop gives participants the opportunity to practice their coaching skills in several common management situations including performance management and progressive discipline.

How to Motivate Your Employees - Motivated employees are engaged and productive. This important session discusses research on employee motivation, identifies the three primary needs that employees seek to meet at work, and discusses management approaches to help create and maintain a motivated team.

Helping Your Employees Adjust to Change - In today's constantly evolving world, change management is a crucial skill for supervisors. Employees going through difficult changes can experience frustration and a loss of productivity. This session discusses the stages of change and provides strategies that managers can utilize to help their employees effectively cope with and adjust to change.

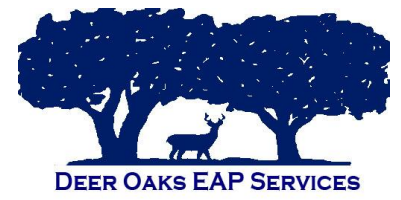
How to Effectively Onboard and Engage Your Employees – Creating high-quality onboarding experiences for new employees is a key to building an engaged work team. This practical presentation discusses several strategies for effectively onboarding, engaging, and retaining your employees.

How to Give Difficult Feedback to Your Employees – Successful leaders have the ability to skillfully discuss difficult or stressful topics with their employees. This important presentation provides several practical strategies for having these challenging conversations more effectively including building connections with employees, being more collaborative in our approach, and handling disagreement respectfully.

The Fundamentals of Human Resources for Managers - This class focuses on helping managers to become more familiar with the key areas of human resources that are important in effectively supervising their employees. Covered topics include recruiting/staffing, compensation, interviewing, avoiding discriminatory communication, training, and employee benefits.

How to Become a More Effective Manager – This important session provides a comprehensive overview of the management and leadership skills necessary to be a supervisor that can effectively motivate and engage a work team. Skills to be covered include employee relationship development, teambuilding, coaching, performance management, and conflict resolution.

Managing the Stress of Time and Competing Priorities – This seminar is designed to help supervisors and managers recognize how personal organization and use of time contribute to stress levels. In addition, the presentation offers a practical approach to prioritizing efforts and maintaining focus on the most important activities in our work and lives to reduce stress and increase our effectiveness.



DEER OAKS EAP SERVICES
(888) 993-7650
www.deeroakseap.com
eap@deeroaks.com





EAP AND WORK-LIFE UTILIZATION

Report Period: 01 July 2016 - 30 September 2016

Report Run Date: 03 October 2016



TOTAL UTILIZATION FOR THIS PERIOD

3.56%

01 July 2016 -
30 September 2016

Executive Summary

Sample Company's overall usage of services during the period, 01 Jul 2016 to 30 Sep 2016, was 426 cases. The projected annual utilization for Sample Company is 14.12% which is greater than the Book of Business's (BOB) benchmark of 6.90%. There were 321 EAP counseling cases, and 105 work-life cases. Usage is higher compared to the previous year during this time period where utilization was 0.03%. Year to date the number of cases broken out by gender are: 44.62% male and 55.00% female. 0.38% of callers declined to provide this information.

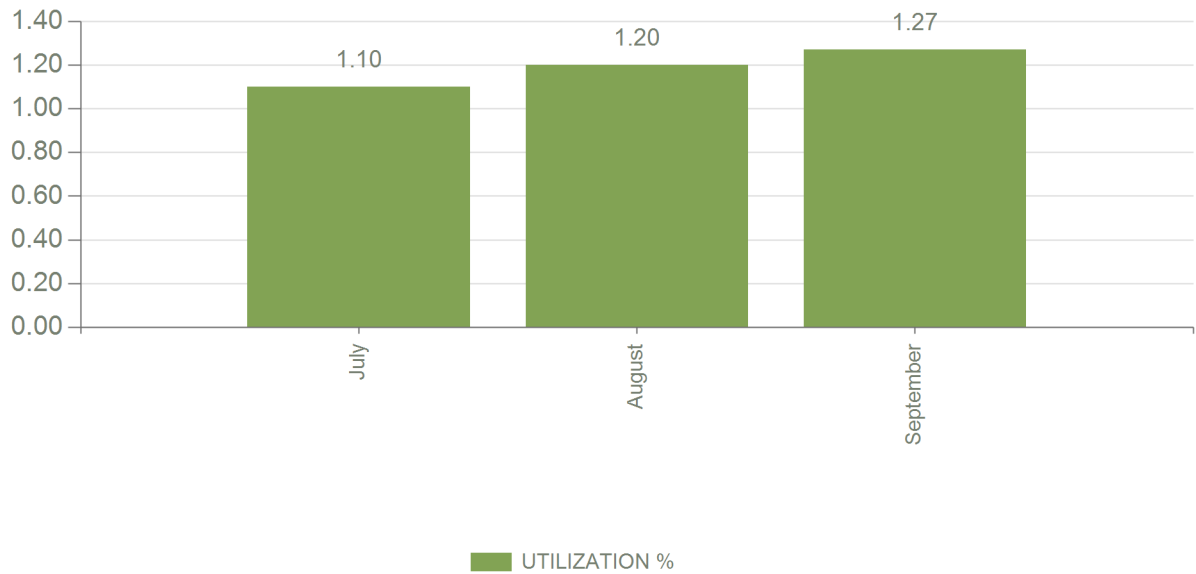
UTILIZATION OVERVIEW

NUMBER OF PARTICIPANTS: 11960				
	PERIOD COUNT	YTD COUNT	UTILIZATION %	YTD UTILIZATION %
Clinical	321	810	2.68	6.77
Work-life	105	259	0.88	2.17
Web Hits	677	1,973	5.66	16.5
Total	1,103	3,042	9.22	25.44

CASES BY MONTH



UTILIZATION % BY MONTH



	Q1	Q2	Q3	Q4 TOTAL
Clinical				
Face to Face Counseling	161	191	207	559
Long Term/Psychiatrist Referral	22	36	46	104
Clinical First Call Resolution	12	28	39	79
Structured Telephonic Counseling	17	5	7	29
Video Counseling			2	2
cCBT		1		1
Sub Total	212	261	301	774
General Assistance				
General Assistance Clinical	159	165	180	504
General Assistance Work-life	26	33	29	88
Sub Total	185	198	209	592
Work-Life				
Daily Living	7	18	37	62
Legal In Person	12	18	15	45
Legal Advice	7	9	7	23
Elder Care	6	7	7	20
Financial	3	3	6	12
Child Care		2	4	6
Daily Living List		2		2
Elder Care List	1			1
Sub Total	36	59	76	171
Employer Services				
Formal Manager Referral	5	2	12	19
Manager Consultation	3	1	6	10
Rapid Response Critical Incident		5	2	7
Sub Total	8	8	20	36
Total	441	526	606	1,573
Total Utilization	3.69	4.40	5.07	13.15
Web Logins	117	89	107	313
Number of Individual Participants Utilizing Services	250	261	286	726
Web Usage % (Based on Logins)	0.98	0.74	0.89	2.62

***Please note that the General Assistance Clinical service and First Serve cases are not included in utilization, but are reported in the case counts above.**

CALLER INFORMATION

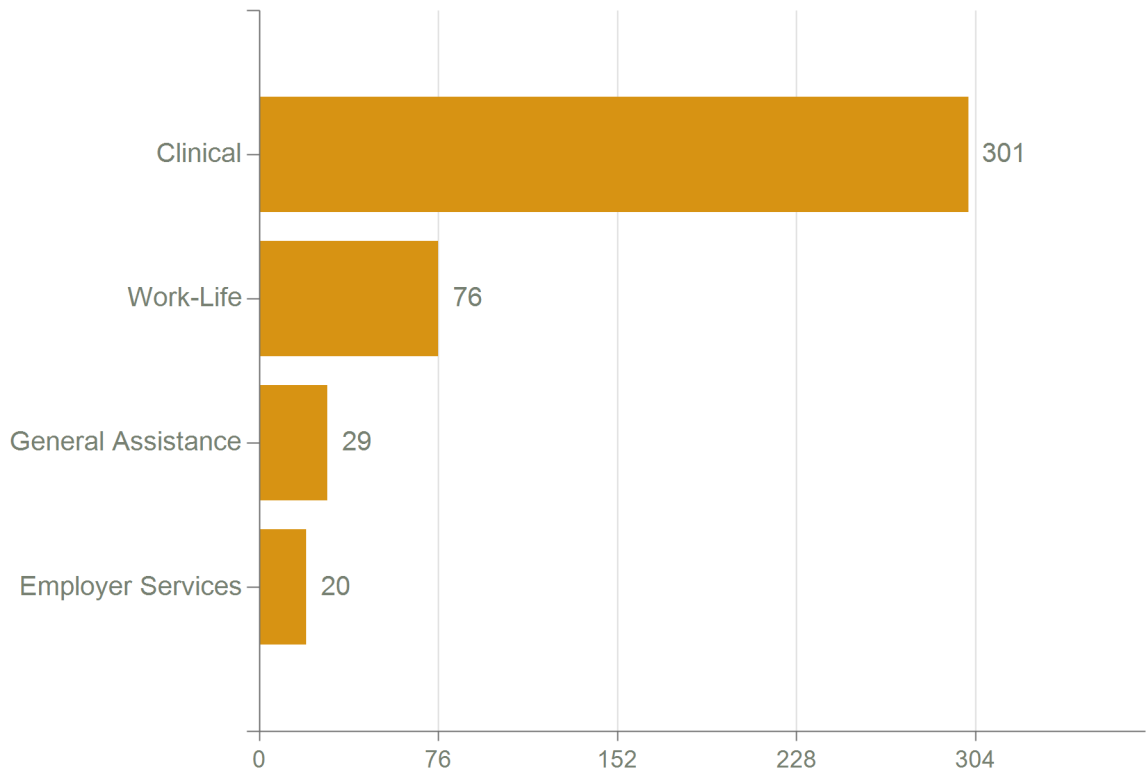
AGE BAND	Q1	Q2	Q3	Q4	TOTAL	%
Undisclosed	24	27	48		99	9.26
18-30	34	32	47		113	10.57
31-40	80	90	141		311	29.09
41-50	66	115	83		264	24.70
51-60	62	80	84		226	21.14
>60	16	17	23		56	5.24
Total	282	361	426		1,069	

GENDER	Q1	Q2	Q3	Q4	TOTAL	%
Male	134	146	197		477	44.62
Female	148	215	225		588	55
Undisclosed			4		4	0.37
Total	282	361	426		1,069	

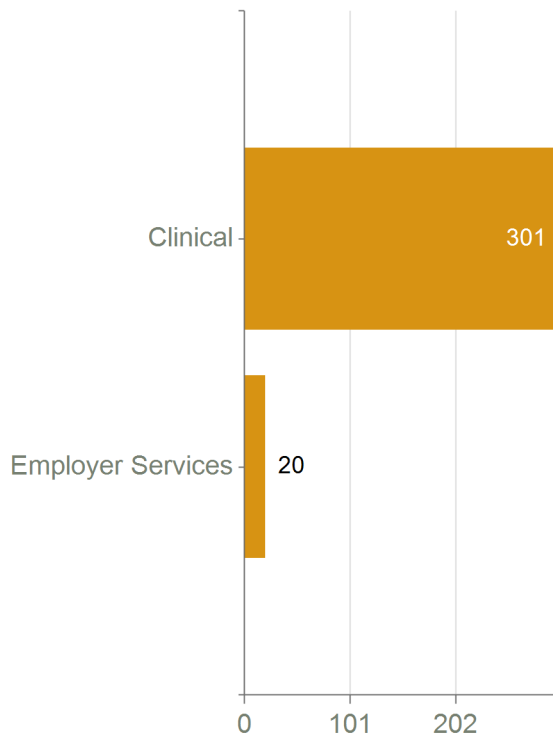
CLIENT TYPE	Q1	Q2	Q3	Q4	TOTAL	%
Employee	225	280	358		863	88.24
Significant Other	16	13	9		38	3.89
Family Member	2	19	16		37	3.78
Dependent	6	8	18		32	3.27
Manager	2	3	3		8	0.82
Total	251	323	404		978	

MAIN ISSUES

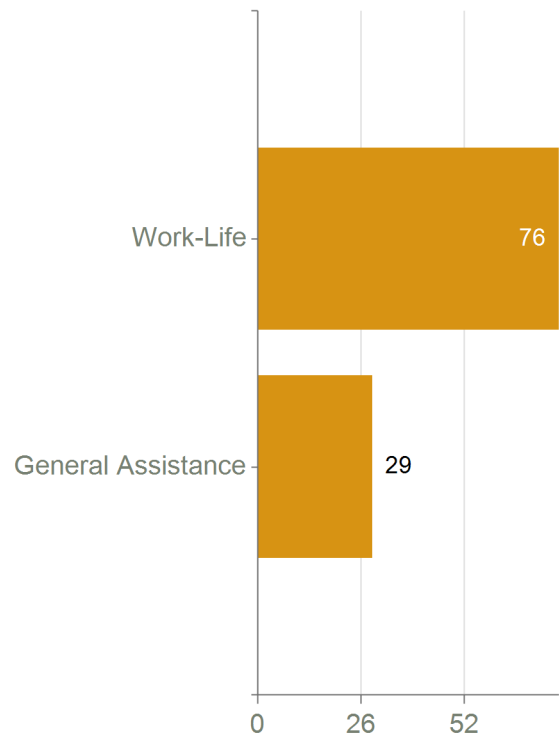
MAIN ISSUES OVERALL



CLINICAL ISSUES



WORK-LIFE ISSUES



CLINICAL CASES BY CATEGORY

	Q1	Q2	Q3	Q4 TOTAL	%
Face to Face Counseling					
Family/Relationship Concerns	78	84	80	242	29.88
Emotional Health	56	72	81	209	25.8
Adjustment/Change	7	15	20	42	5.19
Workplace Concerns	8	10	15	33	4.07
Grief/Loss	11	8	10	29	3.58
Addiction Concerns	1	2	1	4	0.49
Sub Total	161	191	207	559	69.01
Long Term/Psychiatrist Referral					
Emotional Health	13	21	27	61	7.53
Family/Relationship Concerns	5	6	8	19	2.35
Addiction Concerns		4	4	8	0.99
Workplace Concerns		2	5	7	0.86
Adjustment/Change	3	1	2	6	0.74
Grief/Loss	1	2		3	0.37
Sub Total	22	36	46	104	12.84
Clinical First Call Resolution					
Emotional Health	4	5	19	28	3.46
Family/Relationship Concerns	4	12	10	26	3.21
Workplace Concerns	2	5	4	11	1.36
Adjustment/Change	2	3	2	7	0.86
Addiction Concerns		3	3	6	0.74
Grief/Loss			1	1	0.12
Sub Total	12	28	39	79	9.75
Structured Telephonic Counseling					
Emotional Health	9	4	4	17	2.1
Family/Relationship Concerns	6		1	7	0.86
Grief/Loss	1		1	2	0.25
Workplace Concerns	1		1	2	0.25
Adjustment/Change		1		1	0.12
Sub Total	17	5	7	29	3.58
Formal Manager Referral					
Addiction Concerns	5	2	11	18	2.22
Attendance/Absence			1	1	0.12
Sub Total	5	2	12	19	2.34
Manager Consultation					
Employee-Related Emotional Health		1	2	3	0.37

	Q1	Q2	Q3	Q4	TOTAL	%
Employee Behaviour/Attitude	1		1		2	0.25
Employee Performance Issues	1		1		2	0.25
Employee-Related Conflict	1		1		2	0.25
Workplace Incident			1		1	0.12
Sub Total	3	1	6		10	1.24
Rapid Response Critical Incident						
Workplace Death		3	2		5	0.62
Workplace Trauma		2			2	0.25
Sub Total		5	2		7	0.87
Video Counseling						
Family/Relationship Concerns			1		1	0.12
Workplace Concerns			1		1	0.12
Sub Total			2		2	0.24
cCBT						
Self-Esteem		1			1	0.12
Sub Total		1			1	0.12
Total	220	269	321		810	

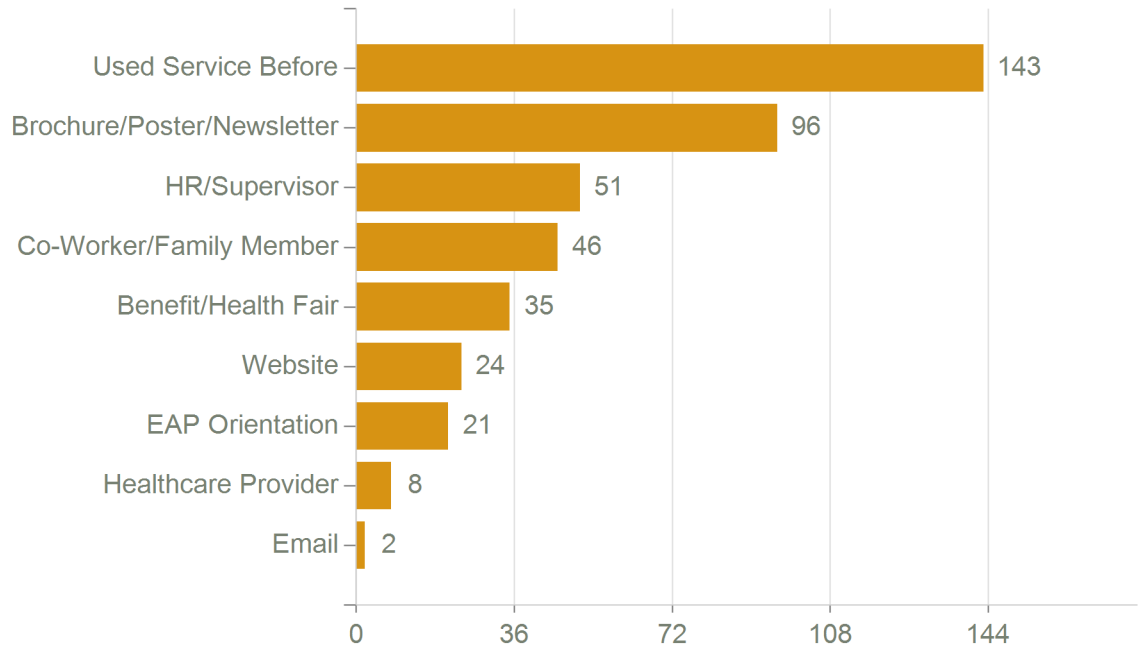
Personal Concerns

	Q1	Q2	Q3	Q4 TOTAL	%
Stress	93	162	226	481	26.78
Anxiety/panic	75	119	123	317	17.65
Low mood	41	102	156	299	16.65
Difficulty concentrating	25	58	77	160	8.91
Tearfulness	22	48	60	130	7.24

Work Related Concerns

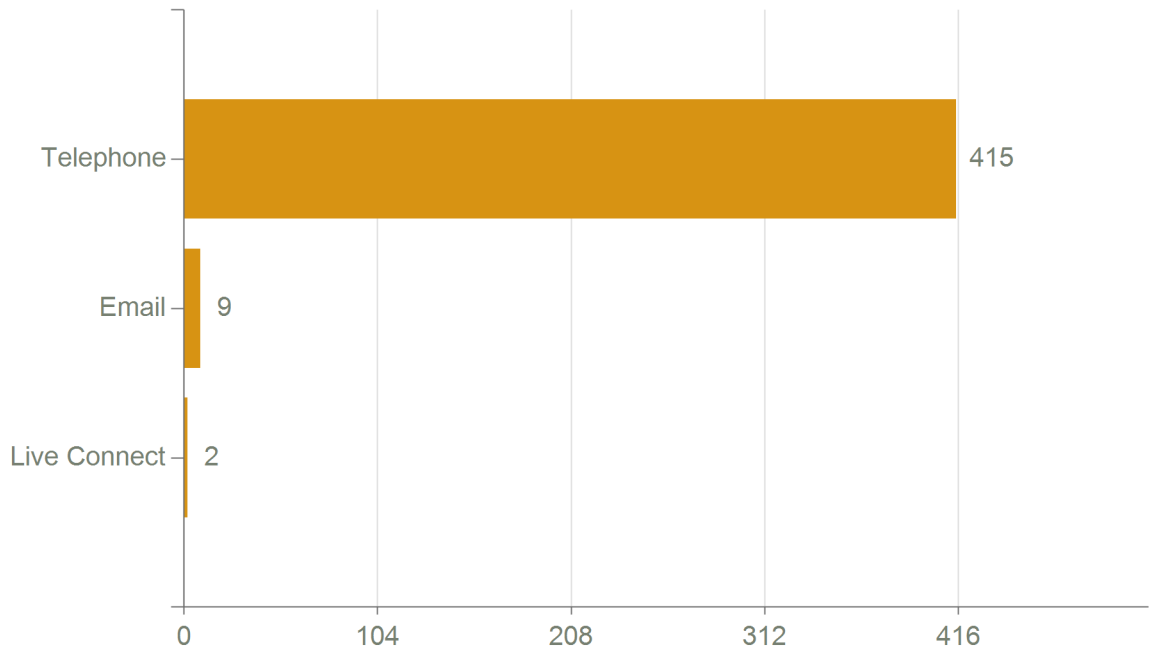
	Q1	Q2	Q3	Q4 TOTAL	%
Workplace Stress	24	49	72	145	45.03
Work performance issues	12	28	50	90	27.95
Conflict at Work	10	8	22	40	12.42
Workplace bullying/harassment	2	4	15	21	6.52
Career change/Transition	3	3	5	11	3.42

KNOWLEDGE OF SERVICE



	TOTAL	PERCENTAGE
Used Service Before	143	33.57
Brochure/Poster/Newsletter	96	22.54
HR/Supervisor	51	11.97
Co-Worker/Family Member	46	10.8
Benefit/Health Fair	35	8.22
Website	24	5.63
EAP Orientation	21	4.93
Healthcare Provider	8	1.88
Email	2	0.47
Total	426	

METHOD OF CONTACT



	TOTAL	PERCENTAGE
Telephone	415	97.42
Email	9	2.11
Live Connect	2	0.47
Total	426	

WORK-LIFE CASES BY CATEGORY

	Q1	Q2	Q3	Q4 TOTAL	%
General Assistance Work-life					
Overview	16	24	14	54	20.85
Benefit Connect	7	9	13	29	11.2
User Response Requested	3		2	5	1.93
Sub Total	26	33	29	88	33.98
Daily Living					
Housing	3	7	8	18	6.95
Health/Wellness	2	4	8	14	5.41
Support Groups		3	4	7	2.7
Social Services	1		5	6	2.32
Career			5	5	1.93
Travel		1	3	4	1.54
Household Services			3	3	1.16
Miscellaneous	1	2		3	1.16
Relocation			1	1	0.39
Shelters/Transitional Housing		1		1	0.39
Sub Total	7	18	37	62	23.95
Legal In Person					
Divorce	3	4	2	9	3.47
Wills & Estate Planning	2	4	1	7	2.7
Probate		3	3	6	2.32
Child Support/Child Custody	1	2	2	5	1.93
Bankruptcy	1		3	4	1.54
Criminal		2	1	3	1.16
Legal Miscellaneous	1	1		2	0.77
Power of Attorney	2			2	0.77
Real Estate	1	1		2	0.77
Adoption			1	1	0.39
Credit & Debt Issues			1	1	0.39
Restraining/Protection	1			1	0.39
Small Claims		1		1	0.39
Tenancy			1	1	0.39
Sub Total	12	18	15	45	17.38
Legal Advice					
Civil	2	1		3	1.16
Credit & Debt Issues	2		1	3	1.16
Legal Miscellaneous	1	1	1	3	1.16

	Q1	Q2	Q3	Q4	TOTAL	%
Real Estate	1	1	1		3	1.16
Divorce			2		2	0.77
Education Law		2			2	0.77
Probate		2			2	0.77
Tenancy			2		2	0.77
Auto Accident	1				1	0.39
Restraining/Protection		1			1	0.39
Wills & Estate Planning		1			1	0.39
Sub Total	7	9	7		23	8.89
Elder Care						
Elder Housing		1	3		4	1.54
Financial Assistance	1	2	1		4	1.54
Home Care	1	2	1		4	1.54
Area Agency on Aging	1	1	1		3	1.16
Senior Center	1	1			2	0.77
Transportation	1		1		2	0.77
Aging Life Care Professional	1				1	0.39
Sub Total	6	7	7		20	7.71
Financial						
Budgeting	1	1	3		5	1.93
Debt	1	1	1		3	1.16
Financial Miscellaneous	1		1		2	0.77
Credit			1		1	0.39
Retirement Planning		1			1	0.39
Sub Total	3	3	6		12	4.64
Child Care						
Miscellaneous		2			2	0.77
Babysitters			1		1	0.39
Child Care Information			1		1	0.39
Family Day Care Homes			1		1	0.39
Nanny Agencies			1		1	0.39
Sub Total		2	4		6	2.33
Daily Living List						
Housing		2			2	0.77
Sub Total		2			2	0.77
Elder Care List						
Transportation	1				1	0.39
Sub Total	1				1	0.39
Total	62	92	105		259	

Home

Relationships Legal Ready Docs Legal Financial Seminars Home Buying or Selling Child Care

Families Training and Development Accomplished Employee Communication Parenting Education Pets

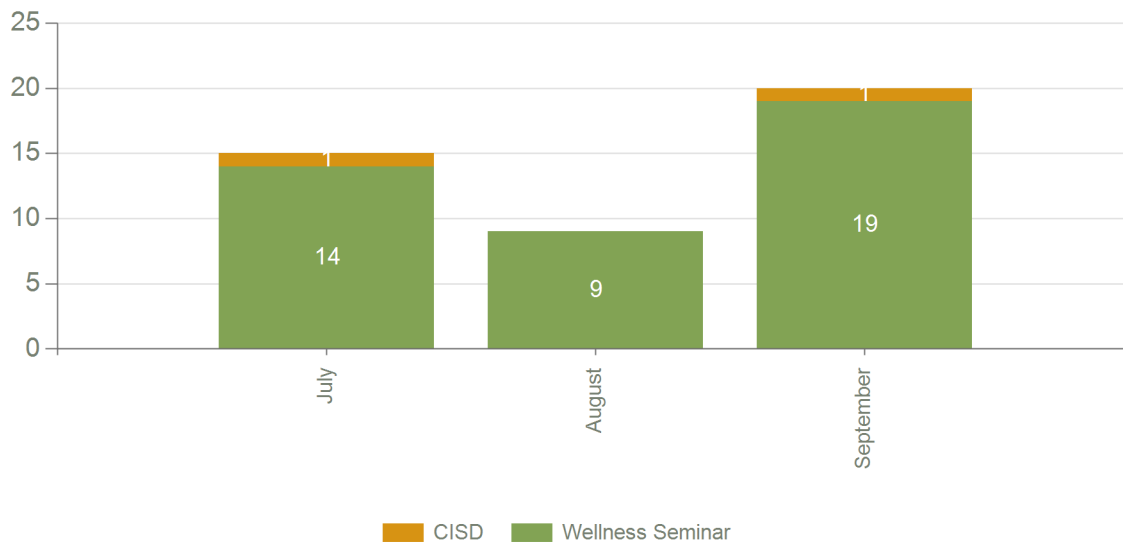
	Q1	Q2	Q3	Q4	TOTAL
Homepage					
Home	330	382	412		1,124
Seminars	7	20	8		35
Search	4				4
News		1			1
Sub Total	341	403	420		1,164
Living					
Legal Ready Docs	66	8	34		108
Legal	50	56			106
Financial	54	6	40		100
Home Buying or Selling	1	21	8		30
Pets	15				15
Travel and Leisure Time	6	1	2		9
Moving			6		6
Consumer Tips	1		4		5
Errands Online	2	2	1		5
Home Improvement	1		4		5
Fraud and Theft		4			4
Safety	2		1		3
Go Green		2			2
Sub Total	198	100	100		398
Balancing					
Relationships	30	26	74		130
Families	12	8	5		25
Communication	7		10		17
Sub Total	49	34	89		172
Parenting					
Child Care	12	11	3		26
Parenting	7	2	8		17
Education	6		10		16
Kids' Well-Being	10	2	1		13
Developmental Stages	3	7	1		11

	Q1	Q2	Q3	Q4	TOTAL
Adoption		7	2		9
Sub Total	38	29	25		92
Working					
Training and Development	14	2	4		20
Accomplished Employee	5	12			17
Workplace Productivity		11	4		15
Effective Manager	10	2	1		13
Career Development	4	4	1		9
Workplace Diversity	3	2	1		6
Workplace Safety		3			3
Career Transition		2			2
Sub Total	36	38	11		85
Webinars					
Keeping Your Love Alive	6		5		11
Caring for Aging Relatives			8		8
Home Buying 101	2	3	1		6
Estate Planning: Five Essential Documents	3	2			5
Changing Relationships: You and Your Aging Parent or Relative		1	2		3
Retirement: It's Not Just About the Money		3			3
A Special Online Seminar Event: Healthy Living for Your Brain and Body: Tips From the Latest Research		1	1		2
Creating a Personal Development Plan		1	1		2
Nobody Likes a Bully: Bullying in the Workplace	1		1		2
A Healthier You	1				1
Building Resiliency 101			1		1
Communication Skills for Collaboration			1		1
Disrupting Negative Thoughts			1		1
Eating Your Way to Wellness		1			1
Eight Steps to a Healthy Heart		1			1
Getting Your Affairs in Order: Five Essential Documents		1			1
Know the 10 Signs		1			1
Let's Sleep On It	1				1
Stick With It			1		1
Strategies for Multigenerational Caregiving			1		1
Suddenly You're a Caregiver			1		1
Sub Total	14	15	25		54
Aging					
Caregivers	1		13		14

	Q1	Q2	Q3	Q4	TOTAL
Planning the Future	1	5	3		9
Housing Options	2	4			6
Government Programs			2		2
Grief and Loss			1		1
Health		1			1
Home Care		1			1
Sub Total	4	11	19		34
Thriving					
Women's Health		6	2		8
Adolescents' Health	4				4
Infants' and Toddlers' Health		3	1		4
Healthy Eating			3		3
Men's Health			2		2
Healthy Recipes			1		1
Live Healthy			1		1
Sub Total	4	9	10		23
Skill Builders					
Estate Planning: Five Essential Documents	2	1	2		5
Say What You Mean the Right Way: Healthy Forms of Communication	1		1		2
Self-Care: Remaining Resilient		1	1		2
Business Etiquette and Professionalism	1				1
Cultural Diversity in the Workplace		1			1
Maximizing Your Day: Effective Time Management		1			1
Sexual Harassment Prevention in the Workplace	1				1
The Art of Conflict Resolution	1				1
Sub Total	6	4	4		14
International					
Families Abroad		2			2
Relocating Abroad			2		2
Emigration			1		1
Sub Total		2	3		5
Total	690	645	706		2,041

WORKPLACE ACTIVITIES

WORKPLACE ACTIVITIES



	TOTAL	ATTENDEES
Wellness Seminar		
Wellness Seminar	42	702
Sub Total	42	702
CISD		
Murder	1	11
Sub Total	1	11
Total	43	713

WORKPLACE ACTIVITIES DETAILED	TOTAL	DURATION	ATTENDEES
Wellness Seminar	42		702
Wellness Seminar			4
Title:	Relationships		
Activity Date:	07/06/2016		
Response Date:	06/21/2016		
Location:	Main Street		
Hosted By:	Trainer X		
Details:	Examining Relationships 07/06/2016 9:00AM-10:00AM Overall Satisfaction: 100%		
Wellness Seminar			2
Title:	Preparing to Leave the Nest		
Activity Date:	07/11/2016		
Response Date:	06/21/2016		

WORKPLACE ACTIVITIES DETAILED	TOTAL	DURATION	ATTENDEES
Wellness Seminar	42		702
Location:	Main Street		
Hosted By:	Trainer X		
Details:	Preparing to Leave the Nest 07/11/2016 10:30AM-11:30AM Overall Satisfaction: 100%		
Wellness Seminar			
Title:	Parenting		
Activity Date:	07/14/2016		
Response Date:	07/14/2016		
Location:	Main Street		
Hosted By:	Trainer X		
Details:	N/A		
Wellness Seminar			59
Title:	Relationships		
Activity Date:	07/20/2016		
Response Date:	06/21/2016		
Location:	Main Street		
Hosted By:	Trainer X		
Details:	Relationships 07/20/2016 2:00PM-3:00PM Overall Satisfaction: 100%		
Wellness Seminar			12
Title:	Dealing with Difficult People		
Activity Date:	07/21/2016		
Response Date:	07/01/2016		
Location:	Main Street		
Hosted By:	Trainer X		
Details:	Dealing with Difficult People 07/21/2016 10:00AM-11:00AM Overall Satisfaction: 100%		
Wellness Seminar			10
Title:	Effective Communication		
Activity Date:	07/21/2016		
Response Date:	03/24/2016		
Location:	Main Street		
Hosted By:	Trainer X		

Report Terminology Glossary

Overall Utilization:

Utilization is calculated by $\text{EAP and Work-life cases} \div \text{population} \times 100$

Projected Utilization is calculated with the following formula: $\text{Utilization for the Period} \div \text{Total number of days in that period} \times 365 \times 100$

Clinical:

Counseling cases that may include face to face, structured telephonic, video, on-line, first call resolution/in the moment support

cCBT (Computerized Cognitive Behavioral Therapy):

Self-paced program whereby participants interact with the application on a weekly basis, and to monitor their own perception of how they are functioning in terms of personal well-being, close family relationships, work, and social roles

RRCI (Rapid Response Critical Incident):

On-site support following a traumatic event

Work-Life:

Consultation and/or referrals for community resources

Web Hits:

Recorded each time a user moves from section to section on the website

Web Logins:

Recorded each time a participant logs in to the website. These can include multiple logins by the same participant

Management Consultation:

A consultation with a manager to assist in development of management skills or to assist with how to handle a particular situation with an employee or within the organization

Number of Individual Participants Utilizing Services:

Number of unique individuals accessing services

Knowledge of Service:

How participants identified they learned about the service

Method of Contact:

Provides a breakdown for the reporting period of how participant accessed the service

General Assistance:

Categorizes the General Assistance Inquiries into the reason why outreach by a participant did not result in a case

User Response Requested:

The participant makes contact with the service center, but fails to provide enough information to complete an intake and therefore more information is being requested

EAP Overview:

The participant receives an overview of the services available, and the contact does not result in the client requesting service

Benefit Connect:

The participant is seeking a service that is not administered through the EAP/work-life program, so is connected to the correct resource

First Serve:

When it is unknown if the participant is eligible for services however initial support is provided

LiveConnect:

Instant messaging that is accessible via the website. Allows participant to request services without making a phone call

Workplace Activities:

Provides a chart, a summary, and a list of all services for the reporting period provided in the client's workplace (onsite counseling, benefit fairs, webinars, etc.)

Addendum No.1 to Proposal

Collins, Teresa

From: GBrannan <GBrannan@deeroaks.com>
Sent: Friday, February 10, 2023 9:10 AM
To: Collins, Teresa
Cc: kherrera
Subject: Increase in OT/SAP Evaluations

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Teresa,

As you requested, we are happy to increase the number of DOT/SAP evaluations that will be included in your EAP contract from six (6) to eight (8) per year. The additional DOT/Evaluations will increase the City's EAP PEPM rate from \$2.16 to \$2.21.

Please let me know if you need any additional information.

Thanks!

Greg

Greg Brannan
Director of Business Development & Training
Deer Oaks EAP Services
301-829-0364
gbrannan@deeroaks.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2023

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 Frost Insurance - San Antonio 111 W. Houston St. San Antonio TX 78205	CONTACT NAME: Loretta Lange PHONE (A/C, No. Ext): 210-220-6451 FAX (A/C, No): E-MAIL ADDRESS: Loretta.Lange@frostinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Deer Oaks EAP Service LLC 126 E Main Suite 8 San Antonio TX 78205	INSURER A : AmGUARD Insurance Company	NAIC # 42390
	INSURER B : Trumbull Insurance Company	27120
	INSURER C : Twin City Fire	29459
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1529744176

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			C1GP302750	5/17/2022	5/17/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<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			C2GP302028	5/17/2022	5/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			C3GP301189	5/17/2022	5/17/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	65WBCAQ1156	5/17/2022	5/17/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			C1GP200628	5/17/2022	5/17/2023	occurrence \$1,000,000
A	Sex Abuse/Molestation incl			C1GP200628	5/17/2022	5/17/2023	aggregate \$3,000,000
C	Crime and Fiduciary			65KB032647120	12/19/2022	12/19/2023	Theft \$1,000,000

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

The General Liability and Auto Liability policy includes a blanket automatic additional insured endorsement provision that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Workers Compensation policies contain a blanket automatic endorsement provision that provides waiver of subrogation status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

Abuse/ Molestation included

30 Day Notice of Cancellation applies to the General Liability, Auto Liability and Workers Compensation Policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane, WA
 808 W. Spokane Falls Blvd.
 Spokane WA 99201

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

AUTHORIZED REPRESENTATIVE

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< **Business Lookup**

License Information:

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

Entity name:	DEER OAKS EAP SERVICES, LLC
Business name:	DEER OAKS EAP SERVICES, LLC
Entity type:	Limited Liability Company
UBI #:	603-044-693
Business ID:	001
Location ID:	0001
Location:	Active
Location address:	126 MAIN PLZ LBBY SAN ANTONIO TX 78205-2762
Mailing address:	126 MAIN PLZ LBBY SAN ANTONIO TX 78205-2762

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	Feb-29-2024	Feb-23-2023

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

Governing people	Title
BOSKIND, PAUL ALAN	
DAVIES, LAURA D.	

The Business Lookup information is updated nightly. Search date and time:
2/28/2023 1:39:00 PM

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Agenda Sheet for City Council Meeting of:

03/13/2023

Date Rec'd	2/21/2023
Clerk's File #	OPR 2023-0317
Renews #	
Cross Ref #	
Project #	2022076
Bid #	
Requisition #	CR 24632

Submitting Dept	INTEGRATED CAPITAL MANAGEMENT
Contact Name/Phone	MARK PAPICH 625-6310
Contact E-Mail	MPAPICH@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4250 – NEVADA WELL REHABILITATION STUDY (2022076) – GSI, INC

Agenda Wording
 Contract with GSI Water Solutions, Inc. to provide a Nevada Well Station Rehabilitation Study.

Summary (Background)
 GSI Water Solutions, Inc. was selected via RFQu Number 5685-22 as the most qualified to determine the most cost-effective way to maximize the efficiency, redundancy, and resilience of the Nevada Well Station. Items to evaluate include feasibility of rehabilitating the existing well casings, replacement of equipment, changing operational strategy, or constructing a new well.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense \$ 433,400.00		# 4250-42300-94340-56501-15810
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	DAVIS, MARCIA	Study Session\Other	PIES 2/27/23
Division Director	FEIST, MARLENE	Council Sponsor	CM Kinnear & CM Bingle
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	PICCOLO, MIKE	ddaniels@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	icmaccounting@spokanecity.org	
Additional Approvals		eraea@spokanecity.org	
Purchasing	WAHL, CONNIE	mpapich@spokanecity.org	
		mdavis@spokanecity.org	
		John Porcello jporcello@gsiws.com	

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability

Submitting Department	Integrated Capital Management
Contact Name & Phone	Mark Papich, 625-6310
Contact Email	mpapich@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	Consulting Contract for Nevada Well Station Study
Summary (Background)	<p>The City of Spokane has requested RFQs from qualified consultants to complete a rehabilitation study for the Nevada Well Station. The purpose of this study is to determine the most cost-effective way to maximize the efficiency, redundancy, and resilience of the well site.</p> <p>Items to evaluate include, but are not limited to, feasibility of rehabilitating the existing well casings, replacement of equipment, changing operational strategy, or constructing a new well.</p> <p>The scope of work for the study includes 9 total tasks, Tasks 1-3 are required tasks and Tasks 4-9 are optional tasks if needed, pending the outcomes of Tasks 1-3. The fee for Tasks 1-3 is \$126,000. The total fee for optional tasks is \$307,200. The total contract value with required and optional tasks is \$433,400.</p>
Proposed Council Action & Date:	Approve the consulting contract for GSI, Inc. to perform the well study.
Fiscal Impact: = \$433,400 Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Utility Rates-IC, Yellowstone Pipeline Company Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: N/A	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

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

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

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

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

This project is identified in the 6-Year Capital Improvement Program as well as the annual budget.



City of Spokane
CONSULTANT AGREEMENT
**Title: NEVADA WELL STATION
REHABILITATION STUDY**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **GSI WATER SOLUTIONS, INC.**, whose address is 650 NE Holladay Street, Suite 900, Portland, Oregon 97232 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to provide a Nevada Well Station Rehabilitation Study, and

WHEREAS, the Consultant was selected from Request for Qualifications No. 5685-22 issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on March 20, 2023, and ends on March 19, 2025, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by agreement of the parties.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant’s January 17 2023 Proposal, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.

Total annual compensation for Consultant's services under this As-Needed Agreement shall not exceed **FOUR HUNDRED THIRTY-THREE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$433,400.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

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

6. REIMBURSABLES

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

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

incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at 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.

9. SOCIAL EQUITY REQUIREMENTS.

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

one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties

who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such

individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall

mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes,

emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties

agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

GSI WATER SOLUTIONS, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – January 17, 2023 Proposal

EXHIBIT A

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

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

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

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

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

EXHIBIT B



Proposal

To: Mark Papich, PE / City of Spokane Integrated Capital Management
From: John Porcello, LHG / GSI Water Solutions, Inc.
Dan Kegley / GSI Water Solutions, Inc.
Date: January 17, 2023
RE: Nevada Well Station Rehabilitation Study

Mark –

This document presents a scope of work and associated fee estimate for GSI Water Solutions, Inc. (GSI)—and our teaming partners Landau Associates, Inc. (Landau) and Consor North America, Inc. (Conсор)—to provide professional hydrogeologic and engineering services to the City of Spokane (City) for evaluating capital improvement and potential expansion options for the Nevada Well Station. GSI and its teaming partners have developed this scope of work and fee estimate based on (1) City-identified project work elements that were presented in RFQu 5685-22, (2) our team’s statement of qualifications of August 20, 2022 that was submitted to the City in response to the RFQu, and (3) discussions with the City during preparation of this scope of work.

The remainder of this proposal presents a summary of the project, the proposed scope of work, the estimated fee, and a proposed schedule for completing each task of this project.

Scope of Services

This section describes the services that the GSI team will provide the City and our estimated fee to complete these efforts. The proposed scope of work will consist of two phases. The first phase includes three primary tasks:

- Phase I, Task 1 – Updated Data Review and Initial Assessment
- Phase I, Task 2 – Condition Assessment of Existing Facility
- Phase I, Task 3 – Technical Memorandum

If findings from Phase I are favorable and the City authorizes work to continue, then Phase II will include six optional tasks that will build upon findings from Phase I:

- Phase II, Task 4 (optional) – Develop Conceptual Design Alternatives for Improvements to Existing Facility
- Phase II, Task 5 (optional) – Develop Conceptual Design Alternatives for Construction of New Facility
- Phase II, Task 6 (optional) – Alternatives Analysis
- Phase II, Task 7 (optional) – Reserve Capacity Analysis Update for Distribution System
- Phase II, Task 8 (optional) – Concept Plan for Preferred Alternative
- Phase II, Task 9 (optional) – Other Work Requested by City

The following subsections describe the components and assumptions associated with each of the tasks listed above. The estimated cost for each task and the total estimated project cost are provided in **Table 1**.

Phase I, Task 1 – Updated Data Review and Initial Assessment

Work to be conducted as part of this task will build upon the work conducted on the Nevada Well Station by members our project team in September 2020 and will consist of the following:

- Hold a project kickoff meeting with the City, including a site visit.
- Obtain and review updated operational data collected after the September 2020 study was completed.
- Obtain groundwater elevation data from the nearest resource protection monitoring well(s) to quantify the historical ranges of groundwater elevations and their seasonal fluctuations.
- Compare the water levels in the Nevada caisson well and the resource protection monitoring well(s) with river flow and stage data to quantify how river stage affects groundwater levels in this area.
- Confirm the September 2020 estimates of the current amount of available drawdown in the caisson well using the new water level data coupled with pump submergence requirements.
- Identify site access constraints, including whether and how the condition of the ladder inside the caisson structure will require precautions and specialized tooling to provide access for conducting a video survey.
- Identify the design and construction challenges that were reportedly encountered when the two vertical turbine pumps were installed in 2002 to inform the evaluations of any alternatives that involve deepening pumps and/or the caisson structure.
- Identify property and water rights constraints (i.e., property boundary/site access restrictions, water right $\frac{1}{4}$ - $\frac{1}{4}$ area, setback requirements, power feed location, overhead power lines, and aboveground and underground utility locations and clearances) that could affect rehabilitation or abandonment of existing facilities and/or the siting and testing of new facilities (e.g., vertical production wells). This will provide input early in the project for deciding whether evaluations of potential improvements to the existing facility or construction of a new or additional facility (e.g., one or more vertical wells) should be conducted as described under optional Phase II Tasks 4 and 5.
- Identify permitting constraints (i.e., zoning, architectural, water rights, surface water influence, and Department of Health and Department of Ecology rules for public water supply siting and facility installation/modification) that could affect rehabilitation or abandonment of existing facilities and/or the siting of new facilities.
- Use the identified constraints to define the specific portion of the Nevada property that can be used to install new vertical wells based on setback requirements, available easements or potentially obtainable future easements, and any physical constraints that affect siting and/or access requirements for construction, operation, and maintenance of existing and/or new facilities.
- Hold a workshop with the City to review the Task 1 findings and plan for the Task 2 work.

Task Lead and Team Member Roles

GSI will lead Task 1, with support from Landau and Consor. GSI will lead the project kickoff meeting, evaluation of hydrogeologic and well construction data, evaluation of river flow and stage data, estimation of available drawdown, identification of water rights constraints, delineation of the potential developable area for new facilities, and the planning and completion of the workshop. Landau will lead the identification of site access and permitting constraints. Consor will lead the evaluation of the pumping system and identification of building access and engineering-related permitting constraints. Both Landau and Consor will assist GSI with developing a workshop presentation and will attend the workshop.

Deliverables

The primary deliverables for this task will be the in-person project kickoff meeting and a virtual workshop to be held after the core technical work for Task 1 has been completed. The GSI project team will meet with City personnel using a virtual communication platform (e.g., Microsoft Teams or Zoom). The purpose of the workshop will be to review the work conducted and findings from Task 1 and to discuss plans for the Task 2 work.

Fee Estimate and Assumptions

The estimated fee to complete this task is \$47,700 and is based on the following assumptions:

- The City will gather and provide available well station data.
- Property boundaries/easements are available from the City as geographic information system (GIS) coverages/shapefiles accompanied with related metadata.
- Building, well structure, and utility drawings will be provided in electronic format.
- The initial site visit will be conducted in coordination with the project kickoff meeting.
- Any follow-up site visits will be conducted by Landau or Consor personnel.
- Because the property is already used for groundwater supply, reviews of the City's existing wellhead protection plan and contaminant source inventory are not needed at this stage of the project.

Phase I, Task 2 – Condition Assessment of Existing Facility

This task will consist of field work and data analyses to assess (1) the current physical condition of the caisson well and its pumping systems, including determining whether the caisson is perforated and verifying that the well's construction and existing pumping equipment are built and positioned as reported on available as-built drawings; and (2) well and aquifer production and performance under a range of pumping rates to provide data that are needed to evaluate the feasibility of expanding supply capacity.

Specific work activities will include:

- Complete a video survey of the caisson.
- Conduct a step-rate pumping test at the Nevada Well Station in four increments after pumping from both the Nevada and Grace wells has stopped for a short period of time. Monitor water levels in both caisson wells before, during, and after the step-rate test. Use the testing data to estimate hydraulic parameter values for the aquifer and well efficiency values for the Nevada caisson well (values which likely will vary as more pumps are progressively turned on during the test).
- Conduct groundwater modeling analyses (using the City's existing numerical groundwater flow model) and other supplemental calculations to estimate the optimal depth and achievable capacity for caisson and pump depths under (1) historically observed water level elevations and seasonal fluctuations in the aquifer, and (2) future climate-change scenarios that could further lower ambient groundwater levels in the area.

No significant or destructive field work relating to structural and/or geotechnical considerations will occur under this task. Our team's engineering personnel at Consor may elect to have a structural specialist conduct minor field work (e.g., using a Schmidt hammer to estimate structural concrete compressive strength) to provide data that will help inform the alternatives evaluation under the optional Task 4. No exploratory drilling field work is planned, for the reasons discussed below under optional Task 5.

A project workshop will be conducted upon completion of these activities to discuss the Task 2 findings and decide whether to proceed with optional Phase II tasks.

Task Lead and Team Member Roles

Conzor and Landau will co-lead Task 2, with primary direction and consultation support from GSI. Consor will lead the pumping system assessment of the existing facility and coordinate the well video survey. Both Consor and Landau will oversee the video survey. Landau will coordinate and oversee the step-rate test and monitor water levels in the Nevada and Grace caisson wells before, during, and after the step-rate test. The video survey and step-rate test results will be analyzed by Landau and reviewed by GSI. GSI will conduct the calculation/modeling assessment of achievable capacity and optimal pump depth for the existing caisson well. GSI will lead the planning and completion of the workshop with assistance from Landau and Consor.

Deliverables

The primary deliverable for this task will be a virtual workshop with City personnel to review the work conducted and findings from Task 2 and to discuss plans for Phase II work, if any.

Fee Estimate and Assumptions

The estimated fee to complete this task is \$56,000 and is based on the following assumptions:

- The GSI project team has developed an estimated range of subcontractor fees for video surveys, drilling services, and monitoring well installation based on cost estimates our firms have received recently for other similar activities. Our team will obtain detailed bids from at least one video survey contractor and at least one drilling contractor; our team will select the contractors who are most qualified to conduct the work. If a preferred contractor's bid cost exceeds our current cost estimate, our team will address any budget shortfalls through a change order request to the City.
- Personnel from GSI and Landau will be onsite for the step-rate pumping tests, including meeting with City personnel the day before the test to discuss details regarding the initial shut-down of both the Nevada and Grace wells; the timing, duration, and rates to be used for each of the four increments of pumping; and how to monitor water levels at both wells during the initial shut-down period and during the subsequent step-rate test.
- The step-rate pumping test will be conducted only at the Nevada well station. The Grace well station will remain off throughout the Nevada test.

Phase I, Task 3 – Technical Memorandum

The GSI project team will prepare a technical memorandum that documents the work conducted, summarizes the primary findings from the preceding tasks, and identifies potential facility renovations or groundwater expansion alternatives (if any). The purpose of the technical memorandum is to help support the City's decision-making on whether or not to move forward with one or more of the optional Phase II tasks.

Task Lead and Team Member Roles

GSI will lead Task 3 with support from Landau and Consor.

Deliverables

A draft version of the technical memorandum will be provided to the City for review and comment. GSI will revise the draft technical memorandum per City review comments and will prepare and distribute a final version that is stamped by a Washington-licensed geologist or hydrogeologist.

Fee Estimate and Assumptions

The estimated fee to complete this task is \$22,500 and is based on the assumptions that appear in the "Fee Estimate" section of this proposal:

Phase II, Task 4 (optional) – Develop Conceptual Design Alternatives for Improvements to Existing Facility

This optional Task 4 will involve developing conceptual design alternatives for potential improvements to the existing caisson well at the Nevada Well Station and will consist of the following work activities:

- Develop up to three alternatives for modifying existing subsurface and/or above-grade facilities or existing pumping systems.
- Describe each alternative and basis for design, including physical system constraints, permitting constraints, constructability, and conceptual design schematics (e.g., site layout and pump station mechanical systems).
- Identify preliminary geotechnical and/or structural analysis work that is recommended to support final design.
- Estimate the achievable pumping capacity improvements for each alternative and estimate their potential impact on the performance of the Grace Well Station and the Spokane River.
- Develop preliminary pump design criteria that account for seasonal groundwater level fluctuations, temporal variations in system demands, future climate-change scenarios, and target production rates, which will affect pump, motor, and auxiliary equipment recommendations.
- Estimate costs for the belowground and aboveground modifications identified, including cost estimates for any intrusive field investigations to further characterize facility conditions, design work, contractor procurement, construction, permitting, project administration and oversight, and contingency.
- Identify data gaps, uncertainties, and recommended future work considerations.
- Hold a workshop with the City to review the Task 4 findings and discuss next steps. If possible, this workshop will be held in conjunction with the Task 5 workshop to provide cost and schedule efficiencies.
- Summarize findings from the work completed and outcome of the workshop in a technical memorandum.

Task Lead and Team Member Roles

GSI will lead Task 4 with support from Landau and Consor.

Deliverables

The primary deliverables for this task will be a technical memorandum and a virtual workshop with City personnel. The purpose of the workshop will be to review the work conducted and findings from Task 4 and discuss whether to proceed with any subsequent optional tasks.

Fee Estimate and Assumptions

The estimated fee to complete this task is \$86,350 and is based on the following assumptions:

- Up to three conceptual design alternatives will be identified and evaluated.
- See the “Fee Assumptions” discussion that appears in the “Fee Estimate” section of this proposal.

Phase II, Task 5 (optional) – Develop Conceptual Design Alternative for Construction of New Facility

This optional Task 5 will involve developing conceptual design alternative for potential construction of a new well station and will consist of the following work activities:

- Prepare a conceptual prototype design for an individual production well (e.g., casing diameter, well screen type, well screen diameter and slot size, filter pack design, well depth, and seal depth) and recommend preferred methods for drilling and construction.

- Develop preliminary pump design criteria (e.g., pump and motor type and size, pump column diameter, and intake depth).
- Design and conduct groundwater modeling scenarios to estimate (1) production well yield, (2) wellfield layout (e.g., well spacing and setbacks) and total site yield, and (3) potential pumping impacts to the Nevada and Grace Well Stations and the Spokane River.
- Generate one wellfield/facility layout concept figure. The conceptual layout will be based on groundwater modeling analyses of the optimal number of wells and their spatial layout/configuration, which will consider the required sanitary control area and other setback requirements, and access requirements for operations and maintenance.
- Develop planning-level cost estimates for (1) drilling and installation of the complete set of wells in a future production wellfield, and (2) pumps and downhole appurtenances to be installed in each production well. The downhole appurtenances in an individual production well may include a chlorine injection tube, a water level sensor tube, a video inspection tube, a raw water sampling pump, and a discharge line.
- Identify permitting requirements (local, state, and federal) for one or more vertical wells.
- Hold a workshop with the City to review the Task 5 findings and discuss next steps. If possible, this workshop will be held in conjunction with the Task 4 workshop to provide cost and schedule efficiencies.
- Summarize findings from the work completed and outcome of the workshop in a technical memorandum.

Task Lead and Team Member Roles

GSI will lead Task 5 with support from Landau and Consor.

Deliverables

The primary deliverables for this task will be a technical memorandum and a virtual workshop with City personnel. The purpose of the workshop will be to review the work conducted and findings from Task 5 and discuss whether to proceed with any subsequent optional tasks.

Fee Estimate and Assumptions

The estimated fee to complete this task is \$50,000 and is based on the assumptions that appear in the “Fee Estimate” section of this proposal.

Phase II, Task 6 (optional) – Alternatives Analysis

This optional Task 6 will involve evaluating multiple alternatives identified during preceding Tasks 4 and 5 and will consist of the following work activities:

- Evaluate the conceptual design alternatives identified in optional Tasks 4 and 5. Each alternative will be evaluated based on the following criteria:
 - Constructability.
 - Known and potential state, local, and federal regulatory requirements and permitting constraints.
 - The estimated pumping capacity that can be achieved (as determined from existing data and groundwater modeling analyses, including accounting for climate-change effects on future groundwater levels and pumping capacities).
 - Potential costs (using a planning-level range of +50/-30 percent).
 - Limitations and uncertainties associated with implementing the alternative.
 - Additional considerations that would warrant further analysis, particularly for the preferred alternative.
- Compare the multiple alternatives and identify a recommended preferred alternative.

- Hold a workshop with the City to review the evaluation of each alternative, review the basis for our team’s recommendation of a preferred alternative, and obtain the City’s concurrence on which alternative to identify as the preferred alternative that should be carried forward into future concept plan development (optional Task 8).
- Document the results of the alternative analysis in a technical memorandum (a draft for City review, plus a final version stamped by a professional engineer).

Task Lead and Team Member Roles

GSI will lead Task 6 with support from Landau and Consor.

Deliverables

The primary deliverables for this task will be a summary technical memorandum and a virtual workshop with City personnel. The purpose of the workshop will be to review the work conducted and findings from Task 6 and discuss whether to proceed with optional Tasks 7 and/or 8.

Fee Estimate and Assumptions

The estimated fee to complete this task is \$59,100 and is based on the assumptions that appear in the “Fee Estimate” section of this proposal.

Phase II, Task 7 (optional) – Reserve Capacity Analysis Update for Distribution System

Task 7 work, if conducted, will consist of (1) distribution system modeling to evaluate water transmission improvement requirements for the preferred alternative (using the estimated achievable capacity under this alternative as input), and (2) updating the estimate of the reserve capacity in the transmission system conveying water in the Low Pressure Zone from the Nevada Well Station. If necessary, the distribution system model will be updated to include the most current version of the City’s 5-year Capital Improvement Plan for proposed pipes, tanks, and pumps.

Specific work activities that will be completed for this task include:

- A workshop will be conducted at the start of this task to review design criteria and updated water system demands and to confirm City objectives for the transmission main analysis.
- Three demand conditions—each with up to two different supply strategies—will be used to generate mass balances prior to the workshop.
- A second workshop will be conducted to discuss modeling specific scenarios.
- Transmission improvements will be focused on the immediate transmission system within 1 mile of the existing and new wellfield. One scenario will be run to evaluate any pinch points (based on velocity or head-loss criteria) in the existing network. No improvements or costs for the existing transmission mains will be included.

Task Lead and Team Member Roles

This task will be conducted by Consor.

Deliverables

The deliverable for this task will be a technical memorandum. A draft version of the technical memorandum will be provided to the City for review and comment. Consor will revise the draft technical memorandum per City review comments and will prepare and distribute a final version.

Fee Estimate and Assumptions

The estimated fee to complete this task is \$41,350 and is based on the following assumptions:

- Two workshops will occur: an initial 1-hour workshop and a second 2-hour workshop.
- A one-hour long workshop will be conducted at the start of Task 7 to review design criteria and updated water system demands and to confirm City objectives for the transmission main analysis. Two (2) Consor team members are assumed to be in attendance.
- Future demands will already be loaded in the City's model.
- Up to three model scenarios will be selected by the City, which will be used in the model with up to two iterations based on the initial results and City comments.
- See the "Fee Assumptions" discussion that appears in the "Fee Estimate" section of this proposal.

Phase II, Task 8 (optional) – Concept Plan for Preferred Alternative

The objective of Task 8 is to use results from the preceding tasks to develop a concept plan for the preferred facility renovation or groundwater expansion alternative for the Nevada Well Station, including refining items (e.g., design criteria, conceptual designs, and planning-level cost estimates) that were developed on a preliminary basis under Tasks 4 or 5.

Task Lead and Team Member Roles

GSI will lead Task 8 with support from Landau and Consor.

Deliverables

The deliverable for this task will be a technical memorandum presenting the concept plan for the preferred renovation or groundwater expansion alternative for the Nevada Well Station. A draft version of the technical memorandum will be provided to the City for review and comment. GSI will revise the draft technical memorandum per City review comments and will prepare and distribute a final version.

Fee Estimate and Assumptions

The estimated fee to complete this task is \$31,000 and is based on the following assumptions:

- No further field studies, data analysis, filling of data gaps, or further design work will be needed to develop the concept plan for the preferred alternative.
- See the "Fee Assumptions" discussion that appears in the "Fee Estimate" section of this proposal.

Phase II, Task 9 (optional) – Other Work Requested by City

Task 9 allows other work that is pertinent to the Nevada Well Station study to be conducted, as identified and authorized by City staff during the course of the project.

Fee Estimate

Based upon the scope of work outlined above, GSI has estimated the total project fee to be \$126,200 without the Phase II optional Tasks 4 through 9 and \$433,400 if all Phase I and Phase II tasks are completed. See **Table 1** for details. These fee estimates include (1) consulting team labor and expenses and (2) outside service fees to conduct the well video survey. Project work activities will be conducted on a time-and-materials basis. This cost estimate for the project will not be exceeded without prior authorization from the City.

Table 1 – Fee Estimate

Phase No.	Task No.	Task Description	GSI Labor Cost	Subconsultant and Outside Services	GSI Direct Expenses	Total Cost
Phase I	1	Updated Data Review and Initial Assessment	\$21,450	\$25,330	\$920	\$47,700
	2	Condition Assessment of Existing Facility	\$16,580	\$39,330	\$90	\$56,000
	3	Technical Memorandum	\$9,130	\$13,370	\$0	\$22,500
ESTIMATED PHASE I TOTALS (TASKS 1–3)			\$47,160	\$78,030	\$1,010	\$126,200
Phase II (Optional Tasks)	4	Develop Conceptual Design Alternatives for Improvements to Existing Facility	\$48,230	\$37,200	\$920	\$86,350
	5	Develop Conceptual Design Alternatives for Construction of New Facility	\$27,720	\$22,250	\$30	\$50,000
	6	Alternatives Analysis	\$37,485	\$20,695	\$920	\$59,100
	7	Reserve Capacity Analysis Update for Distribution System	\$5,455	\$35,895	\$0	\$41,350
	8	Concept Plan for Preferred Alternative	\$16,300	\$14,700	\$0	\$31,000
	9	Other Work Requested by City	\$19,610	\$19,790	\$0	\$39,400
ESTIMATED PHASE II TOTALS (OPTIONAL TASKS 4–8)			\$154,800	\$150,530	\$1,870	\$307,200
ESTIMATED TOTAL (ALL PHASES AND ALL TASKS)			\$201,960	\$228,560	\$2,880	\$433,400

Costs for subconsultant services provided to GSI by Consor and Landau include a 10 percent markup.

Fee Assumptions

In addition to the assumptions listed by task in the preceding sections, the assumptions used to develop the fee estimate for the project include the following:

- Planning-level cost estimates will be Class 4 estimates, developed in accordance with the guidelines of the American Association of Cost Engineering. The cost estimates will include allowances for construction contingency, engineering, administration, and permitting. We assume that the City will not require costing and design of control systems or conveyance systems.
- Technical memorandums and reports/plans will include a single document revision cycle, meaning that we will (1) provide an electronic copy of the draft document for City review and comment, (2) incorporate City review comments into the draft document, and (3) finalize, publish, and distribute final copies to the City. For any given task that has a workshop, the draft versions of these deliverables will be provided after the workshop has taken place. We assume that no meetings will be required to discuss/address the City’s comments on each draft document.
- Project documents are anticipated to be finalized within 1-2 weeks of receiving final review comments from the City. One digital (PDF) version of each final document will be provided to the City. Each final document will be stamped by a Washington-licensed professional geologist, hydrogeologist, and/or engineer.
- Workshops and other meetings will be conducted virtually using a virtual communication platform (e.g., Microsoft Teams or Zoom). However, the GSI project manager (Dan Kegley) will attend workshops and

meetings in person when the City is convening in person. Additionally, one additional GSI staff member will attend the Task 1 kickoff meeting, the Task 4 workshop, and the Task 6 workshop in person.

Schedule

Our team is prepared to begin working on this project immediately upon receipt of authorization to proceed. **Figure 1** illustrates the anticipated project schedule for each task. Items colored green indicate steps with significant City involvement (e.g., meetings, site visits, document reviews, and workshops). The Phase I schedule is based on an assumed start date of February 1, 2023 for Phase I. Schedules for the optional Phase II tasks are provided but may require adjustment once the City decides whether and when to proceed with any or all of the Phase II tasks.

Closing

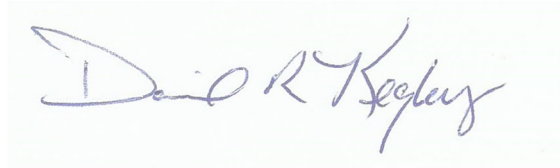
We appreciate the opportunity to continue assisting the City and look forward to working with you on this project. Please contact one of us should you have any questions regarding this proposal.

Sincerely,

GSI Water Solutions, Inc.



John J. Porcello, LHG
Principal Groundwater Hydrologist



Dan Kegley
Supervising Water Resources Consultant

Figure 1: Project Schedule

Nevada Well Station Rehabilitation Study Schedule City of Spokane, WA	2023												2024					
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Contracting and Notice to Proceed																		
<i>Contracting period</i>																		
<i>Begin contract work (February 1, 2023)</i>																		
Phase I, Task 1 - Updated Data Review and Initial Assessment																		
<i>Project kickoff meeting/site visit</i>																		
<i>Data review and initial evaluation</i>																		
<i>City Workshop</i>																		
Phase I, Task 2 - Condition Assessment of Existing Facility																		
<i>Field investigation</i>																		
<i>Data analysis</i>																		
<i>City Workshop</i>																		
Phase I, Task 3 - Technical Memorandum																		
<i>Prepare draft technical memorandum</i>																		
<i>City Review Period</i>																		
<i>City Meeting/Workshop</i>																		
<i>Prepare and publish final technical memorandum</i>																		
Phase II, Task 4 (Optional) - Develop Conceptual Design Alternatives for Improvements to Existing Facility																		
<i>Identify alternatives, develop design concept plans and preliminary cost estimates</i>																		
<i>City Workshop</i>																		
<i>Prepare draft technical memorandum</i>																		
<i>City Review Period</i>																		
<i>Prepare and publish final technical memorandum</i>																		
Phase II, Task 5 (Optional) - Develop Conceptual Design Alternative for Construction of New Facility																		
<i>Conduct technical analyses, develop design concept plan and a preliminary cost estimate</i>																		
<i>City Workshop</i>																		
<i>Prepare draft technical memorandum</i>																		
<i>City Review Period</i>																		
<i>Prepare and publish final technical memorandum</i>																		
Phase II, Task 6 (Optional) - Alternatives Analysis																		
<i>Conduct analysis, rank alternatives</i>																		
<i>City Workshop</i>																		
<i>Prepare draft technical memorandum</i>																		
<i>City Review Period</i>																		
<i>Prepare and publish final technical memorandum</i>																		
Phase II, Task 7 (Optional) - Reserve Capacity Analysis Update for Distribution System																		
<i>Update and apply water distribution system model</i>																		
<i>Develop reserve capacity estimates for the Nevada Well Station/Low pressure zone</i>																		
<i>City Workshop</i>																		
<i>Prepare draft technical memorandum</i>																		
<i>City Review Period</i>																		
<i>Prepare and publish final technical memorandum</i>																		
Phase II, Task 8 (Optional) - Concept Plan for Preferred Alternative																		
<i>Develop refined concept plan and cost estimates</i>																		
<i>Prepare draft technical memorandum</i>																		
<i>City Review Period</i>																		
<i>Prepare and publish final technical memorandum</i>																		

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

03/13/2023

<u>Date Rec'd</u>	2/21/2023
<u>Clerk's File #</u>	OPR 2023-0318
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2020-0694
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	INTEGRATED CAPITAL MANAGEMENT
<u>Contact Name/Phone</u>	KATHERINE MILLER 625-6338
<u>Contact E-Mail</u>	KEMILLER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4250 – DEPT OF HEALTH GRANT FOR FLUORIDATION FEASIBILITY STUDY

Agenda Wording

Contract with the Washington State Department of Health to provide additional grant funding for fluoridation feasibility study.

Summary (Background)

The City of Spokane was approved for grant funding to offset the remaining costs of the study which will reduce the amount of Arcora funds needed that were previously approved to pay for the study.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Revenue \$ 360,000.00

Select \$

Select \$

Select \$

Budget Account

4250-98818-99999-33449-11069

#

#

#

Approvals

<u>Dept Head</u>	DAVIS, MARCIA
<u>Division Director</u>	FEIST, MARLENE
<u>Finance</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	PERKINS, JOHNNIE

Council Notifications

<u>Study Session\Other</u>	PIES 2/27/23
<u>Council Sponsor</u>	Beggs

Distribution List

ddaniels@spokanecity.org
icmaccounting@spokanecity.org

Additional Approvals

eraea@spokanecity.org

Purchasing

kemiller@spokanecity.org

ACCOUNTING - GRANTS

MURRAY, MICHELLE

mfeist@spokanecity.org

eschoedel@spokanecity.org

Signee: frank.wembley@doh.wa.gov; CC: dohcon.mgt@doh.wa.gov

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Integrated Capital Management (ICM)
Contact Name	Katherine Miller
Contact Email & Phone	kemiller@spokanecity.org ext: 6338
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	Additional Grant funding re: Fluoridation Study
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Legislature provided funding in Engrossed Substitute Senate Bill 5693 (2022) section 62 for Office of Drinking Water (ODW) to establish a program assisting water systems in planning future community water fluoridation. ODW made the funding available to non-fluoridated water systems with over 5,000 connections who responded to a request for a letter of interest.</p> <p>The City of Spokane submitted a letter of interest on August 10th 2022 to the Department of Health (DOH) and requested \$360,000 to help pay for costs associated with our fluoridation study. The City received notice on August 25th, 2022 that our letter of interest was selected to receive the requested funds pending a scope review and grant award agreement between the City and DOH.</p> <p>The City responded to DOH’s scoping questions through the Fall of 2022 and received the grant agreement from DOH on January 30, 2023. The attached document will need to be signed electronically after Council has approved that this agreement can move forward for signature.</p> <p>The City will use the grant funds to offset the remaining costs of the study which will reduce the amount of Acora funds needed that were previously approved to pay for the Study. The agreement is attached.</p>
Proposed Council Action	Approval of grant agreement
Fiscal Impact Total Cost: Click or tap here to enter text. Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Grant Funds Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) This is a one time grant award of \$360,000. Funds will be used to pay for remaining eligible costs associated with the Fluoridation Study.	
Operations Impacts (If N/A, please give a brief description as to why)	

What impacts would the proposal have on historically excluded communities?

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

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 – Under this study the analysis will assess which type of fluoridation process would be recommended if implemented, what the impacts would be to existing facilities and what the life cycle costs would be.

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

The Study implemented a Multi-Objective Data Analysis (MODA) process to ensure each method of fluoridation inject was assessed and scored based on the same criteria to ensure the right solution is identified and the costs to implement are fully recognized. This study will be provided to Council and the Mayor to help in their process to determine what the next steps will be.

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 DOH grant funds will be used consistent with the amended August 2021 agreement with Acora and follow any DOH requirements to utilize the grant funds.



GRANT AWARD & AGREEMENT

DOH GRANT/AGREEMENT NUMBER:
GVL27832-0

This Agreement is by and between the State of Washington Department of Health (DOH) and the party identified below, hereafter referred to as the "Grantee" and is issued pursuant to the RCW 43.70.040 - Secretary's powers—Rule-making authority—Report to the legislature.

PROJECT TITLE:
Fluoridation Study Grant (ESSB5693)
SUBRECIPIENT
 YES NO

IT IS THE PURPOSE OF THIS GRANT – The Legislature provided funding in Engrossed Substitute Senate Bill 5693 (2022) section 62 for ODW to establish a program assisting water systems in planning future community water fluoridation. ODW made the funding available to non-fluoridated water systems with over 5,000 connections who responded to a request for a letter of interest. The City of Spokane submitted a letter of interest and requested \$360,000 to complete their fluoridation study.

GRANTEE NAME City of Spokane		GRANTEE DBA N/A	
GRANTEE ADDRESS 808 West Spokane Falls Blvd. Spokane, WA 99201		STATEWIDE VENDOR NUMBER 0003387-00	FEDERAL TAX ID NO. 91-6001280 UBI NUMBER 328-013-877
GRANTEE CONTACT Katherine Miller, Director	CONTACT TELEPHONE (509-625-6338)	GRANTEE FAX N/A	GRANTEE E-MAIL ADDRESS kemiller@spokanecity.org
DOH DIVISION EPH	DOH OFFICE ODW	DOH PROGRAM ODW	
DOH CONTACT NAME AND TITLE Dennis Hewitt		DOH CONTACT ADDRESS PO Box 47822, Olympia, WA 98504-7822	
DOH CONTACT TELEPHONE (360) 236-3017	DOH CONTACT FAX N/A	DOH CONTACT E-MAIL ADDRESS Dennis.Hewitt@doh.wa.gov	
Source of Funds (FED) \$0.00 (ST) \$360,000.00 (Other) \$0.00 Total \$360,000.00		CFDA NUMBERS (if applicable)	
AGREEMENT START DATE Date of Execution	AGREEMENT END DATE June 30, 2023	MAXIMUM AGREEMENT AMOUNT \$360,000.00	
EXHIBITS. The following Exhibits are attached and incorporated into this Agreement by reference: <input checked="" type="checkbox"/> Exhibit A, Statement of Work <input type="checkbox"/> No Exhibit(s).			
The terms and conditions of this Agreement, including all attachments and subsequent amendments constitutes the entire and exclusive understanding between the parties. No other understandings, writings, and communications, oral or otherwise regarding the subject matter of this Agreement shall exist to bind the parties. The parties signing below represent they have read and understand this Agreement and have the authority to execute this Agreement. This Agreement shall be binding on DOH only upon signature by DOH.			
GRANTEE SIGNATURE		DATE	
DOH SIGNATURE and DATE		DATE	

GRANT REQUIREMENTS & STATEMENT OF WORK: The Grantee shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, Statement of Work, attached hereto and incorporated herein.

PAYMENT PROVISIONS: Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$360,000.00** in accordance with Exhibit A, attached hereto and incorporated herein. Compensation includes but is not limited to all taxes, fees, surcharges, etc. Payment will not exceed this amount without a prior written amendment. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget. Any work done outside of the period of performance shall be provided at no cost to DOH.

BILLING PROCEDURE: Payment to the Grantee for approved and completed work will be made by warrant or account transfer by DOH within 30 days of receipt of the invoice. Upon expiration of the agreement, any claim for payment not already made shall be submitted within 60 days after the expiration date or the end of the fiscal year, whichever is earlier.

GRANTEE RESPONSIBILITIES:

- A. The Grantee has full responsibility for the conduct of the project or activity supported under this award and for adherence to the award conditions. Although the Grantee is encouraged to seek the advice and opinion of DOH on special problems that may arise, such advice does not diminish the Grantee's responsibility for making sound scientific and administrative judgments and should not imply that the responsibility for operating decisions has shifted to DOH. The Grantee is responsible for notifying DOH about any significant problems relating to the administrative or financial aspects of the award.
- B. The requirements of this award are contained in the Grant Application, the General Terms and Conditions and statement of work unless otherwise specified in the award instrument. Certain applicable Federal standards are incorporated by reference.
- C. By acceptance of this award, the Grantee agrees to comply with the applicable Federal requirements and to the prudent management of all expenditures and actions affecting the award. Documentation for each expenditure or action affecting this award must reflect appropriate organizational reviews or approvals which should be made in advance of the action. Organizational reviews are intended to help assure that expenditures are allowable, necessary and reasonable for the conduct of the project, and that the proposed action:
 - 1. Is consistent with the award terms and conditions;
 - 2. Represents effective utilization of resources; and
 - 3. Does not constitute a significant project change

EXHIBIT A, DOH GRANT GVL27832-0

STATEMENT OF WORK

CITY OF SPOKANE

Period of Performance: Date of Execution through June 30, 2023

ATTACHMENT I:

PROJECT SCOPE OF WORK

2022 Fluoridation Study Grant

Project Title: City of Spokane Fluoridation grant

PURPOSE:

The Legislature provided funding in Engrossed Substitute Senate Bill 5693 (2022) section 62 for ODW to establish a program assisting water systems in planning future community water fluoridation. ODW made the funding available to non-fluoridated water systems with over 5,000 connections who responded to a request for a letter of interest. The City of Spokane submitted a letter of interest and requested \$360,000 to complete their fluoridation study.

Background/General Information:

The City has embarked on a comprehensive engineering analysis to understand the full cost of constructing and operating a fluoridation system for the City of Spokane’s water system. The study will provide an analysis of options and a 30% design of a preferred system with life-cycle cost estimates. At that point, the City’s elected leaders will determine whether to move forward with a fluoridation system.

Funding for this project will not be used for any construction or ground disturbing activities.

The project’s scope of work is comprised of the following activities:

TASK/ACTIVITY:	DELIVERABLES:	ESTIMATED COST:
Task 1: Project Management & Coordination Provide overall leadership and team strategic guidance aligned with the City objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.	Copies of Agenda and Minutes. Monthly invoices and status covering: Work on the project performed during the previous month. Meetings attended; Problems encountered, and actions taken for their resolution; potential impacts to submittal dates, budget shortfalls or optional services. Budget Analysis. Issues requiring project team action. Agenda and Minutes from reported meetings with the City Administration and Council in PDF format.	Not to exceed 10% (36,000)
Task 2: Environmental & Permitting Review Identify the permits and other regulatory approvals required implement drinking water fluoridation in Spokane, outline the process and timeline for approvals, and evaluate the risk of potential permitting fatal flaws.	Final technical memo summarizing permitting requirements and potential risks for up to three fluoridation alternatives.	Approximately \$52,000

<p>Additionally, assess any historic or archaeological cultural resources which may be adversely affected by the project. This task also includes the development of SEPA documentation that would be required for implementation of the City's drinking water fluoridation program if it were approved.</p> <p>This will be the final step of the project, based on the proposed preliminary design concepts in Task 7.</p>	<p>An electronic draft copy of the cultural resources report related documents in PDF will be provided the City.</p> <p>Final SEPA checklist (PDF & Word format). Meeting notes and summaries.</p>	
<p>Task 3: Fluoride Regulatory & Planning Review To identify/review code and industry recommendations for fluoride feed and monitoring systems and identify conflicts with existing City planning documents and agreements.</p>	<p>Regulatory and Planning Technical Memo</p>	<p>Approximately \$20,000</p>
<p>Task 4: Fluoridation System Alternatives The consultant team will provide a comprehensive review of the applicable fluoridation systems alternatives through a review of fluoride design standards.</p> <p>The review will include evaluation of dosing, mixing, and monitoring design requirements, and mitigation needed to protect against any impacts of fluoridation on existing water system infrastructure.</p> <p>This task will include site visits of operational facilities so the City can observe current industry operations and talk to operators of existing systems.</p>	<p>Fluoridation System Alternatives technical memo evaluating each of the three potential fluoridation chemicals.</p>	<p>Approximately \$24,000</p>
<p>Task 5: Alternatives Evaluation Conduct and document rigorous, objective, and transparent process to analyze identified available alternatives for fluoridation implementation and support the City in making a decision regarding the preferred alternative.</p>	<p>Business Case Evaluation summarizing the alternatives and containing the results of the analysis.</p>	<p>Approximately \$46,000</p>
<p>Task 6: Preliminary Design Once the preferred alternative has been selected, develop a preliminary (30 percent) design of the eight (8) locations where fluoridation and infrastructure would be installed.</p>	<p>Preliminary plans) in PDF format. Preliminary design OPCC for each facility. Life cycle cost estimate that incorporates capital costs, O&M costs, and renewal and replacement costs for the fluoridation treatment systems for a 20- and 50-year evaluation period.</p> <p>Preliminary Design Report- draft and final.</p>	<p>Approximately \$157,000</p>

<p>Task 7: Outreach & Information The outreach and information activities to deliver on the following goals: Build community awareness and understanding of the Study; Develop public outreach communications tools and engage the public; Proactively manage media opportunities; Ensure elected officials get the information they need at each stage of the project to stay updated and answer questions from the public.</p>	<p>Final Public Outreach and Information Plan.</p> <p>Customer Communications Materials, Fact Sheet, FAQ's, talking points, copies of news releases.</p> <p>Graphics for use on social media platforms, and ongoing updates.</p>	<p>Approximately \$25,000</p>
<p>PAYMENT:</p>	<p>DOH will provide reimbursement to the City of Spokane (City) based on approval of quarterly reports and required deliverables. The City will provide an hourly accounting of time spent for each task in support of invoice.</p> <p>The contractor (City) is responsible for tracking all project expenditures as related to this contract, and for maintaining these records.</p> <p>DOH will withhold 10 percent of the total funding amount (\$36,000) until the project is successfully completed and all deliverables are received and approved by DOH.</p>	
<p>Total Consideration for this contract not to exceed:</p>		<p>\$360,000</p>

The project will be considered complete when all the activities identified in the above scope of work are complete.

Project Performance Measures:

- Deliverables from all tasks.
- Meeting minutes for any public outreach event

Project End Date: 6/30/2023 All deliverables need to be submitted by 6/30/2023 for review. Work performed after 6/30/2023 is not eligible for reimbursement.

**EXHIBIT B, DOH GRANT GVL27832-0
GENERAL TERMS & CONDITIONS**

AGREEMENT ALTERATIONS AND AMENDMENTS: This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. Only the Contracting Officer or his/her delegate shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this agreement on behalf of DOH. No alteration, modification, or waiver of any clause or condition of this agreement is effective or binding unless made in writing and signed by authorized parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35: The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

ASSIGNMENT: The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CHANGE IN STATUS: In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Grantee, Grantee agrees to notify DOH of the change. Grantee shall provide notice as soon as practicable, but no later than thirty days after such a change takes effect.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION: The use or disclosure by any party, either verbally or in writing, of any Confidential Information shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as other applicable federal and State laws and administrative rules governing confidentiality. Specifically, the Grantee agrees to limit access to Confidential Information to the minimum amount of information necessary, to the fewest number of people, for the least amount of time required to do the work. The obligations set forth in this clause shall survive completion, cancellation, expiration, or termination of this Agreement.

A. Notification of Confidentiality Breach

Upon a breach or suspected breach of confidentiality, the Grantee shall immediately notify the DOH Chief Information Security Officer (security@doh.wa.gov). For the purposes of this Agreement, “immediately” shall mean within one business day.

The Grantee will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Grantee agrees to indemnify and hold harmless Agency for any damages related to unauthorized use or disclosure by the Grantee, its officers, directors, employees, Subgrantees or agents.

Any breach of this clause may result in termination of the agreement and the demand for return of all confidential information.

**EXHIBIT B, DOH GRANT GVL27832-0
GENERAL TERMS & CONDITIONS**

B. Subsequent Disclosure

The Grantee will not release, divulge, publish, transfer, sell, disclose, or otherwise make the Confidential Information known to any other entity or person without the express prior written consent of the Secretary of Health, or as required by law.

If responding to public record disclosure requests under RCW 42.56, the Grantee agrees to notify and discuss with the DOH Chief Information Security Officer requests for all information that are part of this Agreement, prior to disclosing the information. The Grantee further agrees to provide DOH a minimum of two calendar weeks to initiate legal action to secure a protective order under RCW 42.56.540.

DEBARMENT: The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Federal department or agency from participating in transactions. The Contractor agrees to include the above requirement in all subcontracts into which it enters to complete this contract.

DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this contract. Both parties will continue without delay to carry out their respective responsibilities under this contract while attempting to resolve the dispute under this section. When a genuine dispute arises between DOH and the Contractor regarding the terms of this agreement or the responsibilities imposed herein which cannot be resolved, either party may submit a request for non-binding mediation to the other party through the DOH Contracts Unit and the DOH Contracts Unit will notify the other party of the request for non-binding mediation. DOH Contracts will act as the initial coordination point and manage the non-binding mediation communication to and from the parties.

Each party agrees that the DOH will identify three mediators who are neutral to both parties. Each party agrees that Contractor will identify one of the three mediators to engage in this process. Each party agrees that it will be responsible for one-half (1/2) the cost of the mediator. Each party agrees that the non-binding mediation will occur at a time and place convenient to all parties, including the mediator and that preference is for the mediation to occur in Olympia or Tumwater, Washington. Each party agrees the mediation is non-binding.

A party's request for a non-binding mediation must:

- Be in writing,
- clearly state the disputed issues,
- state the relative positions of the parties, state the Contractor's name, address, and his/her contact number, the DOH Program Contract Manager.
- be mailed to ATTN: DOH Contracts and Procurement Director, P.O. Box 47905, Olympia, WA 98504-7905 within 30 day (30) calendar days after the party could have reasonably be expected to have knowledge of the issue which he/she now disputes, or
- be emailed to DOHCON.MGMT@DOH.WA.GOV with the subject line clearly displaying the contract number and the word "DISPUTE."

The non-binding mediation process constitutes the sole administrative remedy available under this contract. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. Both parties have a duty and responsibility to timely pursue and engage in non-binding mediation. However, the requesting party may pursue judicial or quasi-judicial action prior to the completion of non-binding mediation if

**EXHIBIT B, DOH GRANT GVL27832-0
GENERAL TERMS & CONDITIONS**

the subject party unnecessarily delays or intentionally frustrates the mediation process.

GOVERNANCE: This agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal statutes and regulations
- B. State statutes and regulations
- C. Agreement amendments
- D. The Agreement (in this order)
 - 1. Special Terms and Conditions (Exhibit C if used)
 - 3. Primary document (document that includes the signature page)
 - 4. Standard/General Terms and Conditions (Exhibit B)
 - 5. Statement of Work (Exhibit A)

HOLD HARMLESS: The Grantee shall defend, protect and hold harmless the State of Washington, DOH, or any employees thereof, from and against all claims, suits or action arising from any intentional or negligent act or omission of the Grantee or subgrantee, or agents of either, while performing under the terms of this agreement. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice.

INDEPENDENT CAPACITY: The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

INDUSTRIAL INSURANCE COVERAGE: The Grantee shall comply with the provisions of Title 51 RCW, Industrial Insurance. Prior to performing work under this agreement, the Grantee shall provide or purchase industrial insurance coverage for the Grantee's employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51RCW during the course of this agreement. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, DOH may collect from the Grantee the full amount payable to the Industrial Insurance accident fund. DOH may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by DOH under this agreement, and transmit the deducted amount to the Department of Labor and Industries, Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

NONDISCRIMINATION: During the performance of this agreement, the Grantee shall comply with all Federal and State nondiscrimination laws, regulations and policies.

**EXHIBIT B, DOH GRANT GVL27832-0
GENERAL TERMS & CONDITIONS**

NONDISCRIMINATION LAWS NONCOMPLIANCE: In the event of the Grantee's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further grants with DOH. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

RECORDS MAINTENANCE: The parties to this agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHT OF INSPECTION: The Grantee shall provide right of access to its facilities to DOH, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement. The Grantee shall make available information necessary for DOH to comply with the client's right to access, amend, and receive an accounting of disclosures of their confidential information according State and Federal law. The Grantee's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of confidential information obtained or used as a result of this agreement shall be made available to DOH and the U.S. Secretary of the Department of Health & Human Services, upon request.

SAVINGS: In the event funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this agreement and prior to normal completion, DOH may terminate the Grant under the "Termination" clause, subject to renegotiation under those new funding limitations and conditions.

SECURITY OF INFORMATION – Unless otherwise specifically authorized by the DOH Chief Information Security Officer, Contractor receiving confidential information under this contract assures that:

- Encryption is selected and applied using industry standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program against all information stored locally and off-site. Information must be encrypted both in-transit and at rest and applied in such a way that it renders data unusable to anyone but authorized personnel, and the confidential process, encryption key or other means to decipher the information is protected from unauthorized access.
- It is compliant with the applicable provisions of the Washington State Office of the Chief Information Officer (OCIO) policy 141, Securing Information Technology Assets, available at: <https://ocio.wa.gov/policy/securing-information-technology-assets>.
- It will provide DOH copies of its IT security policies, practices and procedures upon the request of the DOH Chief Information Security Officer.

EXHIBIT B, DOH GRANT GVL27832-0
GENERAL TERMS & CONDITIONS

- DOH may at any time conduct an audit of the Contractor's security practices and/or infrastructure to assure compliance with the security requirements of this contract.
- It has implemented physical, electronic and administrative safeguards that are consistent with OCIO security standard 141.10 and ISB IT guidelines to prevent unauthorized access, use, modification or disclosure of DOH Confidential Information in any form. This includes, but is not limited to, restricting access to specifically authorized individuals and services through the use of:
 - Documented access authorization and change control procedures;
 - Card key systems that restrict, monitor and log access;
 - Locked racks for the storage of servers that contain Confidential Information or use AES encryption (key lengths of 256 bits or greater) to protect confidential data at rest, standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program (CMVP);
 - Documented patch management practices that assure all network systems are running critical security updates within 6 days of release when the exploit is in the wild, and within 30 days of release for all others;
 - Documented anti-virus strategies that assure all systems are running the most current anti-virus signatures within 1 day of release;
 - Complex passwords that are systematically enforced and password expiration not to exceed 120 days, dependent user authentication types as defined in OCIO security standards;
 - Strong multi-factor authentication mechanisms that assure the identity of individuals who access Confidential Information;
 - Account lock-out after 5 failed authentication attempts for a minimum of 15 minutes, or for Confidential Information, until administrator reset;
 - AES encryption (using key lengths 128 bits or greater) session for all data transmissions, standard algorithms validated by NIST CMVP;
 - Firewall rules and network address translation that isolate database servers from web servers and public networks;
 - Regular review of firewall rules and configurations to assure compliance with authorization and change control procedures;
 - Log management and intrusion detection/prevention systems;
 - A documented and tested incident response plan

Any breach of this clause may result in termination of the contract and the demand for return of all personal information.

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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this agreement are declared to be severable.

SUBGRANTING: Neither the Grantee, nor any subgrantee, shall enter into subgrants for any of the work contemplated under this agreement without prior written approval of DOH. In no event shall the existence of the subgrant operate to release or reduce the liability of the Grantee to DOH for any breach in the performance of the Grantee's duties. This clause does not include contracts of employment between the Grantee and personnel assigned to work under this agreement.

**EXHIBIT B, DOH GRANT GVL27832-0
GENERAL TERMS & CONDITIONS**

Additionally, the Grantee is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants.

SURVIVABILITY: The terms and conditions contained in this agreement, will survive the completion, cancellation, termination, or expiration of the agreement.

SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE: In the event funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this agreement and prior to normal completion, DOH may give notice to Grantee to suspend performance as an alternative to termination. DOH may elect to give written notice to the Grantee to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this agreement. Notice may include notice by facsimile or email to the Grantee's representative. The Grantee shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When DOH determines that the funding insufficiency is resolved, DOH may give the Grantee written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Grantee will give written notice to DOH as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Grantee gives notice to DOH that it cannot resume performance, the parties agree that the agreement will be terminated retroactive to the original date of termination. If the date Grantee gives notice it can resume performance is not acceptable to DOH, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to DOH, the parties agree that the agreement will be terminated retroactive to the original date of termination.

TAXES: All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

TERMINATION: Either party may terminate this agreement upon 30 days prior written notification to the other party. 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.

TERMINATION FOR CAUSE: If for any cause, either party does not fulfill in a timely and proper manner its obligations under this agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this agreement may be terminated immediately by written notice of the aggrieved party to the other.

WAIVER: A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original agreement.



Agenda Sheet for City Council Meeting of:
03/06/2023

Date Rec'd	2/14/2023
Clerk's File #	ORD C36364
Renews #	

Submitting Dept	PUBLIC WORKS	Cross Ref #	
Contact Name/Phone	MARLENE FEIST 625-6505	Project #	
Contact E-Mail	MFEIST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	5200-PUBLIC WORKS - SBO FOR EXPO+50 INFRASTRUCTURE PROJECTS		

Agenda Wording

One of the goals of the celebration, dubbed "Expo+50," is to add permanent amenities and activities, along with one-time events, that will further activate the river experience and the urban core by summer 2024.

Summary (Background)

Parks and Public Works are working together to deliver four key infrastructure projects for the 2024 celebration. These projects will add connectivity, particularly for pedestrians and cyclists, while showcasing the Spokane River, the City's environmental stewardship, and the improved Riverfront. Completing this work timely will require moving money already programmed for the South Gorge trail section from 2024 to 2023 as well as authorizing any additional local funds for the work.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense	\$ 2,819,000
Revenue	\$ 2,829,500
Expense	\$ 2,829,500
Revenue	\$ 1,404,000

Budget Account

1610-XXXXX-XXXXX-80101-99999
1950-XXXXX-XXXXX-XXXXX-99999
1950-54920-94000-56501-48085
3200-48400-99999-39734-99999

Approvals

Dept Head	FEIST, MARLENE
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	PICCOLO, MIKE
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	Urban Experience
Council Sponsor	CM Kinnear / CM Bingle

Additional Approvals

Purchasing	
MANAGEMENT &	STRATTON, JESSICA

Distribution List



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Expense **\$** 1,934,000

Select **\$**

Budget Account

3200-XXXXX-95300-56501-86053

#

Distribution List

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Public Works & Parks
Contact Name	Marlene Feist & Garrett Jones
Contact Email & Phone	mfeist@spokanecity.org (509) 625-6505; gjones@spokaneparks.org (509) 363-5462
Council Sponsor(s)	CM Kinnear / CM Bingle / CM Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 min
Agenda Item Name	SBO for Expo+50 Infrastructure Projects
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In 2024, the City and a variety of community partners will come together to celebrate the 50th anniversary of Expo 74. Expo 74 revitalized Spokane’s Urban Core, removed infrastructure and pollutants that were negatively impacting the Spokane River, and left the world-class Riverfront Park for the citizens and visitors of Spokane.</p> <p>One of the goals of the celebration, dubbed “Expo+50,” is to add permanent amenities and activities, along with one-time events, that will further activate the river experience and the urban core by summer 2024.</p> <p>Parks and Public Works are working together to deliver four key infrastructure projects for the 2024 celebration. These projects will add connectivity, particularly for pedestrians and cyclists, while showcasing the Spokane River, the City’s environmental stewardship, and the improved Riverfront. They include:</p> <ol style="list-style-type: none"> 1. Renovation of the South Suspension Bridge in Riverfront Park. 2. Completion of a trail section from the CSO 26 tank to the Spokane Club (Main Ave.), finishing the Great Gorge Loop Trail. 3. Rehabilitation of the Riverfront Park parking lot along Post Street to the south of the Post Street Bridge, including an improved connection from south of the bridge to the Centennial Trail. 4. Addition of a Zipline from the CSO 26 plaza on Spokane Falls Boulevard to Redband Park in Peaceful Valley (<i>to be done by a private vendor with no City funds</i>). <p>Completing this work timely will require moving money already programmed for the South Gorge trail section from 2024 to 2023 as well as authorizing any additional local funds for the work. Parks and Public Works is proposing the use of REET 2 funds for the additional funding; this funding will complement \$600,000 from the Riverfront Park bond.</p> <p>The SBO values are:</p> <ul style="list-style-type: none"> - \$1,415,000 – REET 2 to Parks Dept. for South Suspension Bridge - \$1,414,500 – RCO reimbursable grant to Parks Dept. for South Suspension Bridge - \$530,000 – advance Strategic Investment Urban Experience (SIUE) from 2024 to 2023 for S. Gorge Trail – Main to CSO 26 - \$1,404,000 – advance REET 2 from 2024 to 2023 for S. Gorge Trail – Main to CSO 26.

Proposed Council Action	SBO approval on Mar 6, 2023
<p>Fiscal Impact Total Cost: <u>\$4,763,500</u> 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: REET2, RCO grant & SIUE</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) The projects also will use \$600,000 from the Riverfront Park renovation bond and a \$1.4 million RCO grant.</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <p>What impacts would the proposal have on historically excluded communities? Public Works and Parks services and projects are designed to serve residents, visitors, and businesses. All proposed projects are geographically located within the ‘Highest Priority Social and Environmental Equity Zone’ established within the 2022 Parks & Natural Lands Master Plan, and are located within Spokane County Census Tract 35, the lowest income census tract within the City of Spokane, (median household income of only 20.3% of state median). Recognizing these improvement provide service to the entire Spokane region we strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for customers & residents. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works and Parks and provides an improvement for public outdoor recreation which will be free of charge for users.</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? This work is designed to provide service delivery in support of all citizens and taxpayers. Amenities and infrastructure will be free to use by all.</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Public Works and Parks follow the City’s established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance. The project will include the installation of an ‘eco-counter’ trail use counter which will be able to collect and report the effect of these improvements on trail usage in the project location.</p>	
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This work is consistent with our CIP, bicycle and pedestrian plans, and the Parks & Natural Lands Master Plan.</p>	

ORDINANCE NO C36364

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Real Estate Excise Tax Fund, Park Cumulative Reserve Fund, & Arterial Street 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 Real Estate Excise Tax Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$2,819,000.
 - A) Of the increased appropriation, \$1,415,000 is provided solely as an operating transfer-out to the Park Cumulative Reserve Fund.
 - B) Of the increased appropriation, \$1,404,000 is provided solely as an operating transfer-out to the Arterial Street Fund.

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

- 1) Increase revenue by \$2,829,500.
 - A) Of the increased revenue, \$1,415,000 is provided solely as an operating transfer-in from the Real Estate Excise Tax Fund.
 - B) Of the increased revenue, \$1,414,500 is provided by the Recreation and Conservation Office via a reimbursable grant.
- 2) Increase appropriation by \$2,829,500.
 - A) Of the increased appropriation, \$2,829,500 is provided solely for capital expenditures related to the South Suspension Bridge.

Section 3. That in the budget of the Arterial Street Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$1,404,000.
 - A) Of the increased revenue, \$1,404,000 is provided solely as an operating transfer-in from the Real Estate Excise Tax Fund.
- 2) Increase appropriation by \$1,934,000.
 - A) Of the increased appropriation, \$1,404,000 is provided solely for capital expenditures related to the South Gorge Trail.
 - B) Of the increased appropriation, \$530,000 is provided solely for capital expenditures related to the South Gorge Trail and is funded from the Strategic Investment Urban Experience (SIUE) funds.

Section 4. 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 escalated timeline of the Expo+50 capital projects, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
03/13/2023

Date Rec'd	2/28/2023
Clerk's File #	ORD C36367
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TIM X6893	Project #	
Contact E-Mail	TTHOMPSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Emergency Ordinance	Requisition #	
Agenda Item Name	0650 - COMPREHENSIVE PLAN AMENDMENT RE: CAPITAL FACILITIES PLAN		

Agenda Wording

An ordinance amending Appendix D of the comprehensive plan to revise the capital facilities plan to update the Transportation Impact Fee Project List to include additional transportation capacity improvement projects.

Summary (Background)

City staff discussed impact fees at the 8/2/22 PIES meeting and at the 2/16/23 Council study session. The proposed rate and boundary update is limited to the Downtown, South, West Plains and possibly a new Latah district. Staff has worked to update cost estimates, project lists and growth projections and worked with the Transportation Impact Fee Advisory Committee to shape the final options for Plan Commission and City Council consideration.

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

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

Approvals		Council Notifications	
Dept Head	GARDNER, SPENCER	Study Session\Other	PIES 2/27/23
Division Director	MACDONALD, STEVEN	Council Sponsor	CP Beggs, CMs Kinnear &
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	tthompson@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	inote@spokanecity.org	
Additional Approvals		jrichman@spokanecity.org	
Purchasing		tblack@spokanecity.org	
		sgardner@spokanecity.org	
		smacdonald@spokanecity.org	
		rbenzie@spokanecity.org Korlob@Spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Along with the impact fee update, a Comprehensive Plan Amendment is required. The proposed amendment to the transportation impact fee program is intended to provide an updated project list along with revised impact fee structure to ensure capacity improvement funding is keeping pace with inflation and current construction cost estimates. The update to Appendix D is necessary to ensure the impact fee program is consistent with the comprehensive plan. The Plan Commission hearing was held on 2/22/23. Additionally, the item was briefed at the 2/27/23 PIES Committee meeting.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Planning Services
Contact Name	Tim Thompson
Contact Email & Phone	tthompson@spokanecity.org 625-6893
Council Sponsor(s)	CP Beggs & CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>5 minutes</u>
Agenda Item Name	Z23-039COMP – An ordinance amending Appendix D of the comprehensive plan to revise the capital facilities plan to update the Transportation Impact Fee Project List to include additional transportation capacity improvement projects.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>City staff discussed impact fees at the 8/2/22 PIES meeting and at the 2/16/23 Council study session. The proposed rate and boundary update is limited to the Downtown, South, West Plains and possibly a new Latah district. Staff has worked to update cost estimates, project lists and growth projections and worked with the Transportation Impact Fee Advisory Committee to shape the final options for Plan Commission and City Council consideration.</p> <p>Along with the impact fee update, a Comprehensive Plan Amendment is required. The proposed amendment to the transportation impact fee program is intended to provide an updated project list along with revised impact fee structure to ensure capacity improvement funding is keeping pace with inflation and current construction cost estimates. The update to Appendix D is necessary to ensure the impact fee program is consistent with the comprehensive plan.</p> <p>The Plan Commission hearing is scheduled for 2/22/23 and the recommendations from that meeting will be discussed at PIES.</p>
Proposed Council Action	Staff requests Council support bringing forward a draft Ordinance for City Council Consideration for File Z23-039COMP (Comprehensive Plan Amendment Appendix D – Impact Fee Project List). Draft Ordinance language is attached.
Fiscal Impact Total Cost: <u>N/A</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

The transportation impact fee program is intended to provide a source of revenue for transportation improvements which are reasonably related to new development. The identified transportation improvements are located throughout the city and would benefit both citizens and businesses citywide. The update to the Transportation Impact Fee Program along with the updated project list within Appendix D of Comprehensive Plan will provide the framework necessary to collect the established impact fees which provide a vital funding source to complete identified capacity improvements.

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?

Potential projects for transportation grant opportunities are dispersed throughout the City and should not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors. Equity considerations are included in SRTC's evaluation and scoring process.

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

Projects within the 6-year Streets program are evaluated for consistency with the City's Comprehensive Plan when they are initially added to the program. It is important the Impact Fee Project List be updated to demonstrate conformance with the City's Comprehensive Plan.

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?

Projects on the impact fee list comply with goals and policies of Chapter 4 – Transportation of the City's Comprehensive Plan. It aligns with council resolution 2022-0055 endorsing the results of the US 195 / I-90 transportation study. Furthermore, the proposal supports Policy CFU 2.4 – Impact Fees as a mechanism to fund capital improvements, so new growth and development activity that has an impact upon public facilities pays a proportionate share of the cost of the relevant facilities.

ORDINANCE NO. C36367

An ordinance amending Appendix D of the Comprehensive Plan to revise the Capital Facilities Plan to include additional capacity improvement transportation projects; and declaring an emergency.

WHEREAS, Washington's legislature adopted RCW 82.02.050 *et seq* in order to enable cities to plan for new growth and development and to recoup from developers a predictable share of the infrastructure costs attributable to anticipated growth, and further intended that impact fees are to be a proportionate share of the costs of transportation system improvements that are reasonably related to and reasonably benefit the development; and

WHEREAS, pursuant to Ordinance No. C36276, the City Council recently imposed a moratorium on building permits for new residential construction in the Latah/Hangman and Grandview/Thorpe Neighborhood (the "Moratorium"); and

WHEREAS, as outlined in the Moratorium (the recitals of which along with the Council's related supplemental findings in support of the Moratorium are incorporated herein), the City has identified several capacity improvement transportation projects that are needed in order to accommodate the increased growth and development occurring and anticipated in the Latah/Hangman and Grandview/Thorpe Neighborhoods (the "Neighborhood"); and

WHEREAS, the purpose of the Moratorium was to give the City time to update its transportation impact fees to include these new capacity improvements in order to recoup from new development in the Neighborhood a predictable and proportionate share of the infrastructure costs that are reasonably related to and that will reasonably benefit their development(s); and

WHEREAS, in order to add these projects to the City's transportation impact fee project list, it is necessary to update the capital facilities element of the City's Comprehensive Plan to include the projects; and

WHEREAS, pursuant to Chapter 36.70A RCW ("GMA"), the City's comprehensive plan is subject to continuing review and evaluation by the City, but amendments to the plan are generally limited to once per year, except that, after appropriate public participation, amendments may be adopted whenever an emergency exists; and

WHEREAS, the City established an impact fee advisory board consisting of various community representatives which worked to review proposed changes to the fee schedules and service area boundaries; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed

changes to the Comprehensive Plan on August 29, 2022, with additional information provided on January 31, 2023; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on February 1, 2023; and

WHEREAS, staff requested comments from agencies and departments on February 7, 2023, and a public comment period ran from February 7, 2023, to March 13, 2023; and

WHEREAS, notice of the SEPA Checklist and Determination and announcement of the Plan Commission Hearing was published on February 8, 2023, and February 15, 2023; and

WHEREAS, the Spokane Plan Commission held a workshop to study the proposal on February 8, 2023; and

WHEREAS, a staff report reviewed all the criteria relevant to consideration of the proposal was published on February 14, 2023; and

WHEREAS, the Spokane Plan Commission held a public hearing, including the taking of public testimony, on February 22, 2023, during which the verbal public record was closed; and

WHEREAS, the Spokane Plan Commission closed the public written record on February 22, 2023; and

WHEREAS, the Spokane Plan Commission found the proposal is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Spokane Plan Commission found the proposal satisfies the final review criteria for Comprehensive Plan Amendments set forth in Spokane Municipal Code 17G.020.030; and

WHEREAS, the Spokane Plan Commission, by a vote of 9 – 0, recommended that the City Council adopt the Comprehensive Plan Amendment; and

WHEREAS, the Spokane Plan Commission concluded the proposed amendments to Appendix D, as detailed in File Z23-039COMP (Appendix D) (the “Comprehensive Plan Amendment”) qualify as an emergency situation of neighborhood or community-wide significance and not a personal emergency on the party of any particular applicant or property owner. The amendments are also consistent with the comprehensive plan applicable guiding principles and the amendment review criteria as detailed in the Staff Report prepared by Planning staff; and

WHEREAS, this ordinance was reviewed and evaluated consistent with the requirements of RCW 36.70A.370; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Staff Report and the City of Spokane Plan Commission for the same purposes; and

WHEREAS, the City Council adopts the foregoing together with the recitals in Ordinance No. C_____ relating to transportation impact fees and amending portions of Chapter 17D.075 SMC as its findings of fact documenting the existence of an emergency allowing this ordinance to become effective immediately upon adoption; and

WHEREAS, the city Council finds that this ordinance is necessary for the protection of public peace, health, or safety and for the immediate support of City government and its existing public institutions.

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. Approval. The Capital Facilities Element of the Comprehensive Plan, specifically the Impact Fee Project List within Appendix D is amended to adopt an updated list of capital projects as shown on Exhibit A attached hereto.

Section 2. This ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance is necessary for the protection of the public safety and for the immediate support of City government and its existing public institutions, shall become effective immediately upon its passage. Without the updates approved by this ordinance, the City would not be able to require new growth and development to pay its proportionate share of the costs of system improvements that reasonably benefit the new development and transportation impact fees collected in the Neighborhood will be inadequate to cover the cost of system improvements that are reasonably related to and that will reasonably benefit new growth and development occurring and anticipated in the Neighborhood, thereby slowing the City's ability to finance and construct the needed system improvements.

ADOPTED BY THE CITY COUNCIL ON _____

Delivered to the Mayor on the _____ day of _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Exhibit A

Appendix D - Impact Fee Project List for Capital Facilities Plan

Project	Description	Estimated Cost (in 2022 dollars)
5th Ave / Sherman St	Intersection - Install new traffic signal	\$858,004
Ash Street 2-way from Broadway to Dean	Convert Ash Street to a 2-way street to allow access to Maple Street Bridge SB.	\$296,182
D Bicycle Improvements	stripe bike facilities on arterials, , crossing improvements	\$600,000
D Pedestrian Improvements	install pedestrian facilities on arterials	\$600,000
Assembly St / Francis Ave (SR291)	Intersection - Construct Roundabout	\$3,090,000
Indian Trail Rd - Kathleen to Barnes	Widening - Construct to 5-lane section	\$4,100,000
Wellesley / Driscoll	WB right turn lane	\$31,000
Wellesley / Assembly	signal	\$1,030,000
Francis/Alberta	modify NB and SB lanes to allow protected phasing	\$824,000
Francis/Maple	add WBR lane	\$824,000
NW Bicycle Improvements	stripe bike facilities on arterials	\$100,000
NW Pedestrian Improvements	install pedestrian facilities on arterials	\$100,000
29th Ave / Freya St	Stripe EBL and WBL turn lanes, and widen for NB and SB left turn lane. Keep 4-way stop.	\$167,707
29th/ Regal	EBR slip lane, bike lanes N-S, new cabinet, signal pole	\$520,000
37th / Ray, 37th/Freya	37th/Ray roundabout or realignment with signal. Includes modifications to Ferris High School driveways. Signalize 37th/Freya.	\$5,810,826
57th/Hatch	Reconfigure and install signal	\$1,654,933
44th/Regal	Widen northbound approach to 2 lanes	\$598,679
Freya / Palouse Hwy	roundabout (or turn lanes)	\$4,987,000
S Bicycle Improvements	stripe bike facilities on arterials	\$250,000
S Pedestrian Improvements	install pedestrian facilities on arterials	\$250,000
Lindeke frontage road from 16th to Thorpe	2-3 lane frontage road, with bridge for trail at 16th	\$9,300,000
US 195Meadowlane	intersection improvement with J-turns	\$809,663
Inland Empire Way two-way	provide 2 way roadway from Cheney-Spokane to downtown	\$9,200,000
BNSF Tunnel on Thorpe - PE and concept eval	widen existing tunnel or bore new pedestrian tunnel	\$1,400,000
Fish Lake Trail Tunnel on Thorpe - PE and concept eval	replace with bridge to provide wider roadway	\$600,000
Qualchan and Cheney-Spokane Path	pathway from Lincoln Blvd to Yokes	\$1,093,917
Cheney-Spokane restripe and bike path	Qualchan to Interchange	\$1,860,627
Lincoln Rd / Nevada St	Intersection Improvements - Construct separate eastbound and westbound left-turn lanes; include west leg widening and construction of 3-lane east of Nevada 1000'	\$1,545,000
Mission/Havana	signal or protected receiving lane for NB left.	\$824,000
Crestline / Magnesium	add EBR turn lane, two lanes for NB, all-way stop.	\$670,000
Nevada / Magnesium	left turn protected-permitted phasing, restripe for WBL and EBL turn lanes, add WBR, one through lane east-west, maybe ROW on NE corner	\$1,030,000
Sprague/Freya	Add NBR turn lane	\$503,000
NE Bicycle Improvements	stripe bike facilities on arterials	\$100,000
NE Pedestrian Improvements	install pedestrian facilities on arterials	\$100,000
21st Avenue: Hazelwood to Lucas, Technology to Spotted	segment - construct new 3-lane arterial	\$10,715,560
21st Avenue: Lucas Drive to Flint (built)	segment - construct new 3-lane arterial	\$1,485,553
12th Avenue: Deer Heights to Flint	segment - construct new 3-lane arterial	\$3,733,396
12th- 14th Avenue: Campus to Russell	segment - construct new arterial	\$7,506,982
Sidewalk on Lindeke	from 13th to 16th	\$1,114,474
Rustle Street Bridge Widening for Non-Motorized users	add non-motorized	\$5,872,347
Sidewalk on Grandview	from Garden Springs-Rustle to 17th	\$903,578
Sunset Highway/Assembly	new signal	\$823,690
Sunset/Government Way	signal upgrades to protected-permitted phasing	\$354,007
W Bicycle Improvements	stripe bike facilities on arterials or US 2 Bike Path	\$50,000
W Pedestrian Improvements	install pedestrian facilities on arterials	\$50,000

Total Project Cost

\$88,138,125

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendation**

**Transportation Impact Fee updates (changes to SMC 17D.075) and related
Comprehensive Plan amendment (File #Z23-039COMP amending Appendix D of
the Comprehensive Plan)**

Findings of Fact:

- A. SMC 17D.075.140 anticipates periodic updates to the transportation impact fees assessed by the City pursuant to Chapter 17D.075 SMC.
- B. The Growth Management Act authorizes the City to collect impact fees in order (i) to ensure that adequate facilities are available to serve new growth and development, (ii) to promote orderly growth and development by establishing standards by which new growth and development pay a proportionate share of the cost of new facilities needed to serve new growth and development, and (iii) to ensure that such fees are imposed through established procedures and criteria so that specific developments do not pay arbitrary fees or duplicative fees for the same impact.
- C. Consistent with the foregoing, CFU 2.4 in the City's Comprehensive Plan identifies impact fees as a mechanism to fund capital improvements so that new growth and development activity that has an impact on public facilities pays a proportionate share of the cost of facilities needed to serve the new growth and development.
- D. There has been a significant increase in interest in residential development in the Latah/Hangman and Grandview/Thorpe Neighborhoods ("Latah Valley") in recent years.
- E. The Washington State Department of Transportation (WSDOT) has voiced its concerns about the ability of US 195 to handle additional local trips associated with new development and has threatened to remove local access from US 195 making it more difficult for residents of Latah Valley to reach destinations within the City of Spokane
- F. The Spokane Regional Transportation Council (SRTC) in collaboration with WSDOT, the City of Spokane, and the Spokane Transit Authority (STA) recently completed the US 195/I-90 Transportation Study (the "Study").
- G. The Study was initiated to address both existing and future challenges related to safety, traffic operations, multimodal access, increasing traffic levels, and limited pedestrian, bicycle, and transit infrastructure in the study area which consists primarily of Latah Valley.
- H. The Study's goals included improving existing and future safety conditions, accommodating the transportation needs of planned development, increasing

modal options such as walking, biking and transit, and identifying projects that are practical, implementable, and fundable in a reasonable timeline.

- I. Out of the Study, the City has identified a number of transportation projects that are needed to serve the increased growth and development occurring and anticipated in the Latah Valley and that will reasonably benefit such new growth and development.
- J. In addition, the City identified a number of additional transportation projects that are needed to serve the increased growth and development occurring and anticipated in the south and west parts of the City and that will reasonably benefit such new growth and development.
- K. Without planning for the transportation projects referenced in the preceding recitals, the City's transportation system would be unable to accommodate the growth anticipated in the City and particularly in Latah Valley.
- L. Washington's legislature adopted RCW 82.02.050 *et seq* in order to enable cities to plan for new growth and development and to recoup from developers a predictable share of the infrastructure costs attributable to anticipated growth, and further intended that impact fees are to be a proportionate share of the costs of transportation system improvements that are reasonably related to and reasonably benefit the development.
- M. Under the present Transportation Impact Fee schedules in Chapter 17D.075 SMC, the impact fees that are being collected from new development occurring in the City, and particularly in Latah Valley, are not adequate to cover the developments' proportionate share of the cost of necessary new system improvements that will be reasonably related to and that will reasonably benefit the new development
- N. As reflected in the Impact Fee Rate Calculation Methodology dated February 20, 2023 and prepared by CivTech (the "CivTech Report"), the City conducted a detailed analysis of each of the foregoing projects (i) in order to remove the cost of correcting any existing deficiencies and (ii) to only include project costs associated with providing the additional capacity that will reasonably benefit new growth and development.
- O. As reflected in the CivTech Report, the updated cost per trip to be imposed for various land use categories per unit of development reflect new development's proportionate share of the estimated cost of the projects included in the updated Impact Fee Project List that are reasonably related to new development and will reasonably benefit new development.
- P. In determining the proportionate share of system improvement costs to be assessed by the City, the City considered (i) the cost of public facilities necessitated by new development, (ii) an adjustment to the cost for past or future payments made or reasonably anticipated to be made by new development to pay for particular system improvements in the form of taxes or other payments earmarked for particular system improvements, (iii) the availability of other means

of funding public facility improvements, (iv) the cost of existing public facilities improvements, and (v) the methods by which public facilities improvements were financed.

- Q. State law requires the City to establish one or more reasonable service areas within which it must calculate and impose impact fees for various land use categories per unit of development.
- R. Presently, Chapter 17D.075 SMC establishes five service areas in which the City has calculated and imposed impact fees. The service areas are Northwest, Northeast, Downtown, South, and West Plains (the “Service Areas”).
- S. In connection with the proposed updates to the City’s transportation fee program, City staff proposed revisions to the transportation impact fee service area boundaries based on geographic transportation barriers, existing traffic patterns and regional travel demand model outputs to ensure fees paid are assigned to projects reasonably related to their development.
- T. Consistent with SMC 17D.05.140, a transportation impact fee advisory board (the “Advisory Board”) was convened to review proposed changes to the impact fees assessed by the City prior to review by the Plan Commission and City Council. The committee met on Nov 15th and Dec 13th, 2022, and on Jan 10th, 2023.
- U. The Advisory Board did not reach a consensus regarding revisions to the boundaries of the Service Areas but did not voice objections to other elements of the proposed updates to the City’s impact fee program.
- V. On February 8th, 2023 staff presented the Advisory Board’s feedback to the Plan Commission.
- W. The proposed amendments to SMC 17D.075 are categorically exempt from the threshold determination and environmental review requirements under Chapter 43.21 RCW (SEPA).
- X. On August 26, 2022, pursuant to RCW 36.70A.106, the City notified the Washington State Department of Commerce of its intent to amend this ordinance. On August 29, 2022, the City received an acknowledgement letter from the Department of Commerce.
- Y. The City caused notice of the proposed amendments and announcement of the Plan Commission's February 22, 2023 hearing to be published in the Spokesman Review on February 8, 2023 and again on February 15, 2023.
- Z. On February 22, 2023, the Plan Commission held a public hearing on the proposed ordinance. As a result of the process outlined above and the Plan Commission’s advertised public hearing, the public and anyone interested in the proposed amendments has had ample opportunity to provide input on the proposal.

- AA. Prior to the hearing, the Plan Commission received written comments which are part of the record.
- BB. During the hearing, the Plan Commission heard testimony from a number of individuals and an attorney representing a group of landowners/developers planning to develop in Latah Valley.
- CC. Some of those testifying at the hearing argued that the transportation issues in Latah Valley are existing deficiencies, that it would be unfair to burden those seeking to provide additional housing in Latah Valley with the cost of correcting the alleged deficiencies, that the high costs would stifle new development and significantly increase the cost of housing, and that it would be more fair to spread the cost of the needed facilities over a much larger service area and that doing so would hasten the City's ability to collect the money needed to solve what was alleged to be a regional problem.
- DD. All development benefits in a general sense from a smoothly functioning transportation system with adequate capacity in the jurisdiction in which it is located.
- EE. The Comprehensive Plan and the entire record relative to (i) the City Council's recent adoption of the moratorium in Latah Valley, (ii) Chapter 17D.075 SMC, and (iii) this update are incorporated into the record.
- FF. The Plan Commission adopts the foregoing and also incorporates the Staff Report for File Z23-039COMP (Appendix D) as its findings in support of its conclusions and recommendations.

Conclusions:

1. Proposed amendments to Appendix D, as detailed in File Z23-039COMP (Appendix D) (the "Comprehensive Plan Amendment") qualify as an emergency situation of neighborhood or community-wide significance and not a personal emergency on the party of any particular applicant or property owner. The amendments are also consistent with the comprehensive plan applicable guiding principles and the amendment review criteria as detailed in the Staff Report prepared by Planning staff.
2. Sections 1 and 2 of the draft ordinance relating to transportation impact fees and amending SMC 17D.075.040 Assessment of Impact Fees, 17D.075.070 Credits, 17D.075.140 Review, 17D.075.180 Impact Fee Schedule, 17D.075.190 Service Area Map, and 17D.075.210 Impact Fee Project List (the "Impact Fee Ordinance") are consistent with applicable provisions of the comprehensive plan and bear a substantial relation to public health, safety, welfare, and protection of the environment.
3. The following language from Section 4 of the Impact Fee Ordinance is consistent with applicable provisions of the comprehensive plan and bears a substantial relation to public health, safety, welfare, and protection of the environment:

The transportation impact fee service area boundaries are hereby designated on the Appendix B – Service Area Map. Properties within the “Airport-owned” boundary shall be automatically added to the West Plains Service Area if no longer owned by the Airport Board.

4. Section 5 of the Impact Fee Ordinance, as amended by the Plan Commission to include the entire cost of the tunnels on Thorpe Road, is consistent with applicable provisions of the comprehensive plan and bear a substantial relation to public health, safety, welfare, and protection of the environment. The conclusion was conditioned on the Plan Commission’s recommendation to reject all of the proposed revisions to the City’s Service Area maps with the understanding that the cost of the tunnels would be spread over a larger area of the City rather than limiting it to development within the Latah Valley
5. The Plan Commission was unable to reach a consensus on any of the proposed revisions to the Service Areas and associated maps and some members of the Commission expressed a desire for the City Council to remand the matter to staff to prepare an additional proposal that included a City-wide service area.

Recommendation:

1. By a vote of 9 - 0, the Plan Commission recommends that the City Council adopt the Comprehensive Plan Amendment.
2. By a vote of 9 - 0, the Plan Commission recommends that the City Council approve Sections 1 and 2 of the Impact Fee Ordinance.
3. By a vote of 9 - 0, the Plan Commission recommends that the City Council approve the cited language from Section 4 of the Impact Fee Ordinance.
4. By a vote of 7 – 1 (1 abstention), the Plan Commission recommends that none of the service area maps and rates presented to it should be adopted and that alternative service area boundaries and resulting fees should be considered prior to updating the City’s transportation impact fees.

Greg Francis, President
Spokane Plan Commission
February __, 2023



STAFF REPORT FOR FILE Z23-039COMP (APPENDIX D)

Department of Neighborhood and Planning Services

The following staff report concerns a proposed amendment to the City's current Comprehensive Plan. The proposal is to amend the impact fee project list found within Appendix D. Amendments to the Comprehensive Plan are enabled by Spokane Municipal Code (SMC) 17G.020 and Revised Code of Washington (RCW) 36.70A.130.

I. PROPERTY SUMMARY

Parcel(s):	N/A – Various locations citywide
Address(es):	N/A – Various locations citywide
Property Size:	N/A
Legal Description:	Not applicable
General Location:	N/A – This proposal affects existing and future rights-of-way throughout the city.
Current Use:	N/A – This proposal affects existing and future rights-of-way throughout the city.

II. APPLICANT SUMMARY

Staff Contact:	Tim Thompson, Planning Services Inga Note, Integrated Capital Management
Applicant:	City of Spokane
Property Owner:	City of Spokane

III. PROPOSAL SUMMARY

Current Land Use Designation:	N/A – This proposal affects existing and future rights-of-way throughout the city.
Proposed Land Use Designation:	N/A
Current Zoning:	N/A – This proposal affects existing and future rights-of-way throughout the city.
Proposed Zoning:	N/A
SEPA Status:	An Addendum to existing environmental documents was issued on February 7, 2023. Existing Environmental Documents: EIS

	issued for City of Spokane Comprehensive Plan Final Environmental Impact Statement and Draft Comprehensive Plan and Draft Environmental Impact Statement an integrated GMA and SEPA Document 2000-2020, in 2001; as amended in 2006, and as additionally amended in 2017 for the City's 2017-2037 Comprehensive Plan Periodic Update (201700881). .
Plan Commission Hearing Date:	February 22, 2023
Staff Contact:	Tim Thompson, Principal Planner, tthompson@spokanecity.org
Staff Recommendation:	Approve

IV. BACKGROUND INFORMATION

1. **General Proposal Description:** Pursuant to the procedures established by SMC 17G.020, enabled by RCW 36.70A.130, this request is to amend the Capital Facilities Plan, specifically the transportation impact fee project list within Appendix D of the Comprehensive Plan. The original text can be found in Exhibit A. The proposed language can be found in Exhibit B.

The proposal seeks to update the transportation impact fee project list to coincide with an update to traffic impact fees within the identified area. The proposal is necessary for consistency within the transportation impact fee program as established in Chapter 17D.075 of the Spokane Municipal Code.

RCW 82.02 authorizes the use of impact fees to pay for public facilities necessary to serve new development. The purpose of the Transportation Impact Fee Program is to help fund necessary transportation capacity improvements reasonably related to the new development. The fees must be a proportionate share of the cost of the public facilities and be used for facilities that reasonably benefit the new development.

City Council adopted the original impact fee ordinance in November 2008. This established the impact fee program and allowed collection of impact fees once the necessary studies were completed. The final amended Impact Fee ordinance was passed on February 10, 2011.

The Impact Fee Program was amended in November 2019. (West Plains, Bike/Ped credits, fee structure, project list).

Impact fees may be collected and spent only for public facilities which are addressed in the City's comprehensive plan.

2. **Site Description and Physical Conditions:** The proposal concerns an update to the impact fee project list found in Appendix D of the Comprehensive Plan. The impacted projects are located throughout the city.
3. **Property Ownership:** The proposed changes to the transportation impact fee project list within Appendix D impact will affect existing and future right-of-way throughout the city.
4. **Adjacent Property Improvements and Uses:** Property uses are of various types, including residential, industrial, and commercial uses.

5. **Street Class Designations:** N/A
6. **Current Land Use Designation and History:** N/A
7. **Proposed Land Use Designation:** N/A
8. **Current Zoning and History:** N/A
9. **Proposed Zoning:** N/A

V. APPLICATION PROCESS AND PUBLIC COMMENT

1. **Key Steps:** The application is being processed according to SMC 17G.060, including the following steps:

Transportation Impact Fee Advisory Committee Meeting #1 Topic: District Boundaries	November 15, 2022
Transportation Impact Fee Advisory Committee Meeting #2 Topics: Project List, Rate Calculations, Cost Index	December 13, 2022
Transportation Impact Fee Advisory Committee Meeting #3 Topics: Rates, Boundaries, Options, Member Feedback	January 10, 2023
Notice of Plan Commission Public Hearing and SEPA Addendum Notice Issued	February 7, 2023
Plan Commission Workshop	February 8, 2023
Plan Commission Hearing Date	February 22, 2023
Public Infrastructure, Environment & Sustainability Committee	February 27, 2023
City Council Hearing Date (Anticipated)	March 13, 2023

2. **Comments Received:** A request for comments was issued to City departments, local agencies, and departments, along with pertinent application details, on February 7, 2023. The comment period extends to February 22, 2023. However, City Council may receive comments until final action has been taken.
3. **Public Workshop:** A public workshop with the Spokane Plan Commission was held on February 8, 2023, during which the particulars of the proposals were presented to the Plan Commission for their consideration and discussion.

VI. APPLICATION REVIEW AND ANALYSIS

1. **Guiding Principles:** SMC 17G.020.010 provides the following guiding principles for amending the comprehensive plan:

- A. Keep the comprehensive plan alive and responsive to the community.
 - B. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.
 - C. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.
 - D. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.
 - E. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically, and socially sustainable manner.
 - F. Amendments to the comprehensive plan must result in a net benefit to the general public.
2. **Emergency Amendment.** Under GMA, the City is generally limited to amending its comprehensive plan once per year. See also SMC 17G.020.040D. GMA provides, however, that after appropriate public participation a city may adopt amendments to its comprehensive plan whenever an emergency exists. Here, the Spokane City Council previously declared an emergency in adopting Ordinance No. C36276 imposing a moratorium on building permit applications for residential structures in the Latah/Hangman and Grandview/Thorpe Neighborhoods. The primary purpose of the moratorium was to give the City time to update its capital facility plan and transportation impact fee project list and associated fees. With advice from the City Attorney's Office, the Planning Department is satisfied that the current situation qualifies as an emergency of neighborhood or community-wide significance and is appropriate to process as an emergency amendment. As outlined above, there has been appropriate public participation and the public has had ample opportunity to comment on the proposal.
3. **Review Criteria:** SMC 17G.020.030 provides a list of considerations that are to be used, as appropriate, by planning staff in analyzing a proposal, by the Plan Commission making a recommendation on a proposal, and by the City Council in making a decision on the proposal. Following each of the considerations is staff's analysis relative to the proposed amendment.
- A. Regulatory Changes:** *Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.*

Staff Analysis: Staff reviewed and processed the proposed amendment under the most current regulations contained in the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent federal, state, or legislative actions with which the proposals would be in conflict, and as of the date of this staff report, no comments were received to this effect from any applicable agencies receiving notice of the proposals.

The proposal satisfies this criterion.

- B. GMA:** *The change must be consistent with the goals and purposes of the State Growth Management Act.*

Staff Analysis: The Growth Management Act (GMA) details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, “Planning Goals”), and these goals guided the City’s development of its comprehensive plan and development regulations. No comments received or other evidence in the record indicates inconsistency between the proposed plan map amendment and the goals and purposes of the GMA.

One of GMA’s goals is to ensure that public facilities are adequate to serve new development, and by enacting RCW 82.02.050 *et seq* the legislature intended to enable cities to plan for new growth and development and to recoup from developers a predictable share of the infrastructure costs attributable to anticipated growth, and further intended that impact fees are to be a proportionate share of the costs of system improvements, including roads and other public infrastructure identified in the capital facilities elements of cities’ comprehensive plans, that are reasonably related to and reasonably benefit new growth and development. The current proposal seeks to update the City’s comprehensive plan to include transportation improvements that are needed to accommodate new growth and development anticipated in the City.

The proposal satisfies this criterion.

- C. Financing:** *In keeping with the GMA’s requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.*

Staff Analysis: The proposed amendment to the transportation impact fee program is intended to provide an updated project list along with revised impact fee structure to ensure capacity improvement funding is keeping pace with inflation and current construction cost estimates. The update to Appendix D ensures the impact fee program is consistent with the comprehensive plan.

The proposal satisfies this criterion.

- D. Funding Shortfall:** *If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.*

Staff Analysis: The purpose of the Transportation Impact Fee Program is to help fund necessary transportation capacity improvements reasonably related to the new development. The fees must be a proportionate share of the cost of the public facilities and be used for facilities that reasonably benefit the new development. Other funding sources may be necessary to address any potential funding shortfall.

The project list currently found in Appendix D does not include projects that are necessary to accommodate anticipated growth in certain areas in the City, and the impact fees currently being collected by the City in these areas are inadequate to cover the new developments’ proportionate share of the cost of necessary new system improvements that will be reasonably related to and that will reasonably benefit the new development. It is necessary to update the City’s

transportation impact fees so that the fees (I) are adequate to cover the cost of system improvements that are reasonably related to new growth and development occurring and anticipated in the City, (ii) do not exceed a proportionate share of the costs of system improvements that are reasonably related to the new development, and (iii) will be used for system improvements that will reasonably benefit the new development.

The proposal satisfies this criterion.

E. Internal Consistency:

1. *The requirement for internal consistency pertains to the comprehensive plan as it relates to all its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.*

Staff Analysis: The proposals are internally consistent with applicable supporting documents of the Comprehensive Plan as follows:

- *Capital Facilities Program.* As described in the staff analysis of Criterion C above, the proposed amendment to the transportation impact fee program is intended to provide an updated project list along with revised impact fee structure to ensure capacity improvement funding is keeping pace with inflation and current construction cost estimates. The update to Appendix D ensures the impact fee program is consistent with the comprehensive plan.
- *Miscellaneous Comprehensive Plan Goals and Policies.* TR Goal 3, found in the Transportation Element of the Comprehensive Plan, states the city will emphasize investments for context-sensitive roadway projects – maintenance, preservation, right-sizing - equitably across the city by seeking funding from a variety of sources and pursuing opportunities for system maintenance revenue for arterials, residential streets, and sidewalks. In addition, the city will remain good stewards of the transportation system by seeking out ways to use cost saving strategies and efficiencies for the best use of the available funds. The proposal is also consistent with Goal CFU 2.4 within the Capital Facilities and Utilities Element of the Comprehensive Plan.

The proposal satisfies this criterion.

2. *If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.*

Staff Analysis: The proposal is consistent with current comprehensive plan policies, as described in further detail in other criteria in this report. Therefore, no amendment to policy wording other than the current proposal is necessary and this criterion does not apply.

The proposal satisfies this criterion.

- F. Regional Consistency:** *All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.*

Staff Analysis: There are no proposed land use changes associated with this amendment. The proposed amendment would simply amend capital facilities plan revising the transportation impact fee project list within Appendix D of the comprehensive plan. There are no foreseeable implications to regional or inter-jurisdictional policy issues. No comments have been received from any agency, City department, or neighboring jurisdiction which would indicate that these proposals are not regionally consistent.

The revised project list incorporates many of the capacity increasing improvements identified in the US 195/I-90 Transportation Study and projects from several studies of the US 2 corridor. These projects will implement the regional vision of providing parallel routes to the state highways and will provide additional capacity that is needed to accommodate and that will reasonably benefit the new growth and development anticipated in this part of Spokane

The parallel routes are identified on the City's Comprehensive Plan Map TR 12 as proposed arterials.

The fee schedule is calculated using the project list and forecasts of traffic growth from 2019 to 2045. The traffic growth data comes from the official population growth forecasts and trip patterns from the SRTC regional travel demand model.

The proposal satisfies this criterion.

- G. Cumulative Effect:** *All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.*

1. **Land Use Impacts:** *In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.*
2. **Grouping:** *Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.*

Staff Analysis: This proposal is a text amendment, modifying the transportation impact fee project list within Appendix D, and not a land use plan map amendment. The proposal

is in concert with proposed amendments to Chapter 17D.075 of the Spokane Municipal Code.

The proposal satisfies this criterion.

- H. SEPA:** *SEPA Review must be completed on all amendment proposals and is described in Chapter 17E.050.*
1. **Grouping:** *When possible, the SEPA review process should be combined for related land use types or affected geographic sectors to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.*
 2. **DS:** *If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle to allow adequate time for generating and processing the required environmental impact statement (EIS).*

Staff Analysis: The application is under review in accordance with the State Environmental Policy Act (SEPA), which requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. Based on the information contained in the environmental checklist, written comments from local and State departments and agencies concerned with land development within the City, and a review of other information available to the Director of Planning Services, an Addendum to an existing environmental document was issued on February 7, 2023. The Addendum was issued based on the City of Spokane Comprehensive Plan Final Environmental Impact Statement and Draft Comprehensive Plan and Draft Environmental Impact Statement an integrated GMA and SEPA Document 2000-2020, in 2001; as amended in 2006, and as additionally amended in 2017 for the City's 2017-2037 Comprehensive Plan Periodic Update (201700881). As the lead agency for the proposal, the Director determined that the proposal does not have a probable significant adverse impact on the environment and does not have an environmental impact substantially different from the original project list.

The proposal satisfies this criterion.

- I. Adequate Public Facilities:** *The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.*

Staff Analysis: The proposal does not adversely affect the City's ability to provide necessary public facilities. Instead, the proposal will enhance the City's ability to provide transportation facilities needed to accommodate anticipated growth in the City. The proposal seeks to update the transportation impact fee project list to coincide with an update to traffic impact fees within the identified area. The proposal is necessary for consistency within the transportation impact fee program as established in Chapter 17D.075 of the Spokane Municipal Code. The proposed amendment to the transportation impact fee program is intended to provide an updated project list along with revised impact fee structure to ensure capacity improvement funding is keeping

pace with inflation and current construction cost estimates. The update to Appendix D ensures the impact fee program is consistent with the comprehensive plan.

The proposal satisfies this criterion.

- J. **UGA:** *Amendments to the urban growth area boundary may only be proposed by the City Council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.*

Staff Analysis: The proposals do not include an expansion to the UGA.

This criterion does not apply.

K. **Demonstration of Need:**

1. **Policy Adjustments:** *Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. The need for this type of adjustment might be supported by findings from feedback instruments related to monitoring and evaluating the implementation of the comprehensive plan.*

Staff Analysis: The proposals do not include a policy adjustment. The proposal seeks to update the transportation impact fee project list to coincide with an update to traffic impact fees within the identified area. The proposal is necessary for consistency within the transportation impact fee program as established in Chapter 17D.075 of the Spokane Municipal Code. The proposed amendment to the transportation impact fee program is intended to provide an updated project list along with revised impact fee structure to ensure capacity improvement funding is keeping pace with inflation and current construction cost estimates. The update to Appendix D ensures the impact fee program is consistent with the comprehensive plan.

This criterion does not apply.

2. **Map Changes:** *Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:*

Staff Analysis: The proposal does not include a policy adjustment.

This criterion does not apply.

3. **Rezones, Land Use Plan Amendment:** *Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.*

Staff Analysis: The proposal does not include an amendment to the land use plan map, meaning no concurrent rezone is required.

This criterion does not apply.

VII. CONCLUSION

The proposal has been processed and considered according to the requirements of the Spokane Municipal Code. The proposal is necessary to address an emergency of neighborhood and/or community-wide significance, and there has been ample opportunity for stakeholder and public input on the proposal. According to the information provided above and the whole of the administrative record, the proposal appears to meet the criteria for a comprehensive plan amendment as provided in SMC 17G.020.030.

Pursuant to Chapter 17G.020 SMC, at the close of public testimony and deliberations, the Plan Commission is charged with making a recommendation to the City Council. The Plan Commission's recommendation is based on the guiding principles, final review criteria, public input, conclusions from relevant studies, the staff report, and the SEPA determination. The Plan Commission may recommend approval and may decide to condition its approval recommendation on modification of the proposal. In this case the Plan Commission has been presented with several options regarding service area boundaries and project costs and it would be helpful if the Plan Commission's recommendation indicates its preference for the options presented. The Plan Commission may also recommend denial of the proposal.

VIII. STAFF RECOMMENDATION

Staff recommends the Plan Commission and City Council **approve** the city-sponsored proposal.

IX. LIST OF EXHIBITS

- A. Existing Impact Fee Project List (Page 41 of Appendix D)
- B. Proposed Impact Fee Project List
- C. Transportation Impact Fee Advisory Committee Members
- D. SEPA Documentation
- E. Draft Ordinance

Exhibit A

2017 DRAFT Capacity Improvement Project List

Project	Description	Estimated Cost	Region
5th Ave / Sherman St	Intersection - Install new traffic signal	\$700,000	D
Trent / Hamilton intersection	modifications due to new traffic patterns with NSC	\$1,000,000	D
Downtown Bike Share	Paid bike share program	\$200,000	D
D Bicycle Improvements	stripe bike facilities on arterials	\$500,000	D
D Pedestrian Improvements	install pedestrian facilities on arterials	\$250,000	D
Ash Street 2-way from Broadway to Dean	Convert Ash Street to a 2-way street to allow access to Maple Street Bridge SB.	\$250,000	D
Assembly St / Francis Ave (SR291)	Intersection - Construct Roundabout	\$3,000,000	NW
Indian Trail Rd - Kathleen to Barnes	Widening - Construct to 5-lane section	\$4,100,000	NW
Francis/Alberta	modify NB and SB lanes to allow protected phasing	\$500,000	NW
Francis/Maple	add WBR lane	\$500,000	NW
NW Bicycle Improvements	stripe bike facilities on arterials	\$250,000	NW
NW Pedestrian Improvements	install pedestrian facilities on arterials	\$250,000	NW
29th Ave / Freya St	Stripe EBL and WBL turn lanes, and widen for NB and SB left turn lane. Keep 4-way stop.	\$1,500,000	S
29th Ave TWLTL	between Martin and Strong	\$300,000	S
37th Ave / Freya st	Construct traffic signal	\$250,000	S
37th Ave / Ray St	Construct traffic signal and WBR channelization	\$250,000	S
Ray-Freya Crossover	Segment - construct road project	\$4,056,000	S
44th Ave from Crestline to Altamont	new collector road section	\$500,000	S
44th/Regal	Widen northbound approach to 2 lanes	\$150,000	S
Freya / Palouse Hwy	roundabout (or turn lanes)	\$1,000,000	S
S Bicycle Improvements	stripe bike facilities on arterials	\$250,000	S
S Pedestrian Improvements	install pedestrian facilities on arterials	\$250,000	S
Lincoln Rd / Nevada St	Intersection Improvements - Construct separate eastbound and westbound left-turn lanes; include west leg widening and construction of 5-lane east of Nevada 1000'	\$1,000,000	NE
Hamilton St Corridor - Desmet Ave to Foothills Ave	Segment Improvements - Construct traffic signal modifications to accommodate protected or protected/permitted signal phasing. New signal at Desmet.	\$0	NE
Mission/Havana	signal	\$800,000	NE
Nevada / Magnesium	left turn phasing, additional lanes	\$1,000,000	NE
Greene/Ermina	New signal to accommodate SCC access for transit and future NSC (mostly funded by STA)	\$200,000	NE
NE Bicycle Improvements	stripe bike facilities on arterials	\$250,000	NE
NE Pedestrian Improvements	install pedestrian facilities on arterials	\$250,000	NE
US 2 / Deer Heights Signal	new signal	\$1,200,000	W
21st Avenue: Deer Heights to Flint/Granite	segment - construct new 3-lane arterial	\$2,583,000	W
Deer Heights Road: south end to 18th/21st	segment - construct new 2-lane arterial	\$610,000	W
12th Avenue: Deer Heights to Flint/Granite	segment - construct new 2-lane arterial	\$1,865,000	W
US 2 Bike Path	bike path from Deer Heights to Sunset Hill	\$0	W
W Bicycle Improvements	stripe bike facilities on arterials	\$100,000	W
W Pedestrian Improvements	install pedestrian facilities on arterials	\$100,000	W

Total Downtown =	\$2,650,000
Total Northwest =	\$8,600,000
Total South =	\$8,506,000
Total Northeast =	\$3,500,000
West Plains =	\$6,458,000
Grand Total =	\$29,714,000

Exhibit B

Appendix D - Impact Fee Project List for Capital Facilities Plan

Project	Description	Estimated Cost (in 2022 dollars)
5th Ave / Sherman St	Intersection - Install new traffic signal	\$858,004
Ash Street 2-way from Broadway to Dean	Convert Ash Street to a 2-way street to allow access to Maple Street Bridge SB.	\$296,182
D Bicycle Improvements	stripe bike facilities on arterials, , crossing improvements	\$500,000
D Pedestrian Improvements	install pedestrian facilities on arterials	\$500,000
Assembly St / Francis Ave (SR291)	Intersection - Construct Roundabout	\$3,090,000
Indian Trail Rd - Kathleen to Barnes	Widening - Construct to 5-lane section	\$4,100,000
Wellesley / Driscoll	WB right turn lane	\$31,000
Wellesley / Assembly	signal	\$1,030,000
Francis/Alberta	modify NB and SB lanes to allow protected phasing	\$824,000
Francis/Maple	add WBR lane	\$824,000
NW Bicycle Improvements	stripe bike facilities on arterials	\$100,000
NW Pedestrian Improvements	install pedestrian facilities on arterials	\$100,000
29th Ave / Freya St	Stripe EBL and WBL turn lanes, and widen for NB and SB left turn lane. Keep 4-way stop.	\$167,707
29th/ Regal	EBR slip lane, bike lanes N-S, new cabinet, signal pole	\$520,000
37th / Ray, 37th/Freya	37th/Ray roundabout or realignment with signal. Includes modifications to Ferris High School driveways. Signalize 37th/Freya.	\$5,810,826
57th/Hatch	Reconfigure and install signal	\$1,654,933
44th/Regal	Widen northbound approach to 2 lanes	\$598,679
Freya / Palouse Hwy	roundabout (or turn lanes)	\$4,987,000
S Bicycle Improvements	stripe bike facilities on arterials	\$250,000
S Pedestrian Improvements	install pedestrian facilities on arterials	\$250,000
Lindeke frontage road from 16th to Thorpe	2-3 lane frontage road, with bridge for trail at 16th	\$9,300,000
US 195/Meadowlane	intersection improvement with J-turns	\$809,663
Inland Empire Way two-way	provide 2 way roadway from Cheney-Spokane to downtown	\$9,200,000
BNSF Tunnel on Thorpe - PE and concept eval	widen existing tunnel or bore new pedestrian tunnel	\$1,400,000
Fish Lake Trail Tunnel on Thorpe - PE and concept eval	replace with bridge to provide wider roadway	\$600,000
Qualchan and Cheney-Spokane Path	pathway from Lincoln Blvd to Yokes	\$1,093,917
Cheney-Spokane restripe and bike path	Qualchan to Interchange	\$1,860,627
Lincoln Rd / Nevada St	Intersection Improvements - Construct separate eastbound and westbound left-turn lanes; include west leg widening and construction of 3-lane east of Nevada 1000'	\$1,545,000
Mission/Havana	signal or protected receiving lane for NB left.	\$824,000
Crestline / Magnesium	add EBR turn lane, two lanes for NB, all-way stop.	\$670,000
Nevada / Magnesium	left turn protected-permitted phasing, restripe for WBL and EBL turn lanes, add WBR, one through lane east-west, maybe ROW on NE corner	\$1,030,000
Sprague/Freya	Add NBR turn lane	\$503,000
NE Bicycle Improvements	stripe bike facilities on arterials	\$100,000
NE Pedestrian Improvements	install pedestrian facilities on arterials	\$100,000
21st Avenue: Hazelwood to Lucas, Technology to Spotted	segment - construct new 3-lane arterial	\$10,715,560
21st Avenue: Lucas Drive to Flint (built)	segment - construct new 3-lane arterial	\$1,485,553
12th Avenue: Deer Heights to Flint	segment - construct new 3-lane arterial	\$3,733,396
12th-14th Avenue: Campus to Russell	segment - construct new arterial	\$7,506,982
Sidewalk on Lindeke	from 13th to 16th	\$1,114,474
Rustle Street Bridge Widening for Non-Motorized users	add non-motorized	\$5,872,347
Sidewalk on Grandview	from Garden Springs-Rustle to 17th	\$903,578
Sunset Highway/Assembly	new signal	\$823,690
Sunset/Government Way	signal upgrades to protected-permitted phasing	\$354,007
W Bicycle Improvements	stripe bike facilities on arterials or US 2 Bike Path	\$50,000
W Pedestrian Improvements	install pedestrian facilities on arterials	\$50,000

Total Project Cost

\$88,138,125

Exhibit C

Transportation Impact Fee Advisory Committee Members

Members	Occupation/Affiliation
Bill White	Transportation Consultant
Craig Soehren	Commercial Broker
Jennifer Thomas	Homebuilder's Government Affairs Director
Greg Francis	District 2 Citizen, Plan Commission
Michelle Pappas	Futurewise
Mary Winkes	District 2 Citizen, Plan Commission, Community Assembly
Lori Kinnear	City Council Member, District 2
Mike Ulrich	SRTC
Kai Huschke	District 2 Citizen, Latah-Hangman Neighborhood
Elizabeth Tellesen	Land Use Attorney
Darin Watkins	Spokane Association of Realtors
Jonathan Bingle	City Council Member, District

Exhibit D

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization, or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. **You may use “not applicable” or “does not apply” only when you can explain why it does not apply and not when the answer is unknown.** You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to **all parts of your proposal**, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for lead agencies

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B, plus the Supplemental Sheet for Nonproject Actions (Part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in “Part B: Environmental Elements” that do not contribute meaningfully to the analysis of the proposal.

A. Background

1. Name of proposed project, if applicable:

City of Spokane Comprehensive Plan Map Amendment to Appendix D of the City's Comprehensive Plan to revise the Capital Facilities Plan, more specifically to update the impact fee project list related to the City's Transportation Impact Fee Program.

2. Name of applicant:

City of Spokane

3. Address and phone number of applicant and contact person:

City of Spokane
Tim Thompson – Planning Services
808 W. Spokane Falls Boulevard
Spokane, WA 99201
509-625-6893

4. Date checklist prepared:

January 31, 2023

5. Agency requesting checklist:

City of Spokane

6. Proposed timing or schedule (including phasing, if applicable):

A Plan Commission hearing on this proposal will be requested to be held on February 22, 2023, at which time the Plan Commission will make a recommendation to the City Council. The amendment must be approved by City Council and signed by the Mayor if they are to be adopted. The transportation improvement projects itemized on the impact fee project list may be constructed over the course of the next 20 years.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

Yes, minor updates may be necessary depending on transportation needs associated with specific development proposals. A broad review of the impact fee program is anticipated as part of the City of Spokane Comprehensive Plan update, due to be completed by 2025.

- 8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.**

No, impact fees Transportation impact fees must be used for “public streets and roads” that are addressed by a capital facilities plan element of a comprehensive plan adopted under the Growth Management Act.

- 9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.**

None that is directly related to this proposal. When the transportation impact fee program was adopted, a Determination of Nonsignificance (DNS 08-2209) was issued. Additionally, the Six-Year Comprehensive Street Program has associated SEPA Checklists adopted with the program on an annual basis. They are available upon request. At the time of this checklist no technical reports are required or expected as a result of this proposal.

- 10. List any government approvals or permits that will be needed for your proposal, if known.**

The proposed amendments to the City of Spokane Comprehensive Plan require approval of the Spokane City Council and Mayor. For any new construction projects involving proposals included on the Transportation Impact Fee project list, any necessary permits will be obtained.

- 11. Give a brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)**

This proposed amendment would update Appendix D of the City’s Comprehensive Plan to revise the Capital Facilities Plan, more specifically to update the impact fee project list related to the City’s Transportation Impact Fee Program.

- 12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.**

Proposed transportation impact fee projects are located throughout the City of Spokane and within its Urban Growth Area.

- 13. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? The General Sewer Service Area? The Priority Sewer Service Area? The City of Spokane? (See: Spokane County's ASA Overlay Zone Atlas for boundaries.)**

This is a nonproject action. However, the projects included within the Transportation Impact Fee Program are located throughout the City. Therefore, it is also likely projects will be located within the Aquifer Sensitive Area (ASA) and the Priority Sewer Service Area.

14. The following questions supplement Part A.

a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)

(1) Describe any systems, other than those designed for the disposal of sanitary waste installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).

Not applicable, this is a non-project action. Appropriate disposal of stormwater will be addressed for new projects at the time of construction.

(2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored?

Not applicable, this is a non-project action.

(3) What protective measures will be taken to insure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems.

Not applicable, this is a non-project action. At the time of construction, listed projects will be analyzed for their consistency with the City of Spokane Critical Aquifer Recharge Area Aquifer Protection Code, Chapter 17E.010 SMC, as well as other local, state, and federal regulations, per Spokane Municipal Code requirements.

(4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?

Not applicable, this is a non-project action. Storage, handling, and use will be addressed when each project is designed and constructed.

b. Stormwater

(1) What are the depths on the site to groundwater and to bedrock (if known)?

The depth to groundwater varies, depending on location within the Urban Growth Area.

(2) Will stormwater be discharged into the ground? If so, describe any potential impacts

Not applicable, this is a non-project action.

B. Environmental Elements

1. Earth

a. General description of the site:

Not applicable. This is a non-project action.

Circle or highlight one: Flat, rolling, hilly, steep slopes, mountainous, other:

Not applicable. This is a non-project action.

b. What is the steepest slope on the site (approximate percent slope)?

Not applicable. This is a non-project action.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them, and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

Not applicable. This is a non-project action.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

Not applicable. This is a non-project action.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

Not applicable. This is a non-project action.

f. Could erosion occur because of clearing, construction, or use? If so, generally describe.

Not applicable. This is a non-project action.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Not applicable. This is a non-project action.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any.

Not applicable. This is a non-project action.

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

Not applicable. This is a non-project action.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

Not applicable. This is a non-project action.

c. Proposed measures to reduce or control emissions or other impacts to air, if any.

Not applicable. This is a non-project action.

3. Water

a. Surface Water:

1. Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

Not applicable. This is a non-project action.

2. Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

Not applicable. This is a non-project action.

3. Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Not applicable. This is a non-project action.

4. Will the proposal require surface water withdrawals or diversions? Give a general description, purpose, and approximate quantities if known.

Not applicable. This is a non-project action.

5. Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

Not applicable. This is a non-project action.

- 6. Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.**

Not applicable. This is a non-project action.

b. Ground Water:

- 1. Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give a general description, purpose, and approximate quantities if known.**

Not applicable. This is a non-project action.

- 2. Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.**

Not applicable. This is a non-project action.

c. Water Runoff (including stormwater):

- 1. Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.**

Not applicable. This is a non-project action.

- 2. Could waste materials enter ground or surface waters? If so, generally describe.**

Not applicable. This is a non-project action.

- 3. Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.**

Not applicable. This is a non-project action.

- 4. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any.**

Not applicable. This is a non-project action.

4. Plants

a. Check the types of vegetation found on the site:

Not applicable. This is a non-project action.

- deciduous tree: alder, maple, aspen, other
- evergreen tree: fir, cedar, pine, other
- shrubs
- grass
- pasture
- crop or grain
- orchards, vineyards, or other permanent crops.
- wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- water plants: water lily, eelgrass, milfoil, other
- other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

Not applicable. This is a non-project action.

c. List threatened and endangered species known to be on or near the site.

Not applicable. This is a non-project action.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any.

Not applicable. This is a non-project action.

e. List all noxious weeds and invasive species known to be on or near the site.

Not applicable. This is a non-project action.

5. Animals

a. List any birds and other animals that have been observed on or near the site or are known to be on or near the site.

Not applicable. This is a non-project action.

Examples include:

- **Birds:** hawk, heron, eagle, songbirds, other:
- **Mammals:** deer, bear, elk, beaver, other:
- **Fish:** bass, salmon, trout, herring, shellfish, other:

b. List any threatened and endangered species known to be on or near the site.

Not applicable. This is a non-project action.

c. Is the site part of a migration route? If so, explain.

Not applicable. This is a non-project action.

d. Proposed measures to preserve or enhance wildlife, if any.

Not applicable. This is a non-project action.

e. List any invasive animal species known to be on or near the site.

Not applicable. This is a non-project action.

6. Energy and Natural Resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Not applicable. This is a non-project action.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

Not applicable. This is a non-project action.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.

Not applicable. This is a non-project action.

7. Environmental Health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur because of this proposal? If so, describe.

Not applicable. This is a non-project action.

1. Describe any known or possible contamination at the site from present or past uses.

Not applicable. This is a non-project action.

a. Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

Not applicable. This is a non-project action.

b. Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

Not applicable. This is a non-project action.

c. Describe special emergency services that might be required.

Not applicable. This is a non-project action.

d. Proposed measures to reduce or control environmental health hazards, if any.

Not applicable. This is a non-project action.

b. Noise

1. What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Not applicable. This is a non-project action.

2. What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site)?

Not applicable. This is a non-project action.

3. Proposed measures to reduce or control noise impacts, if any.

Not applicable. This is a non-project action.

8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

Not applicable. This is a non-project action.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses because of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

Not applicable. This is a non-project action.

1. Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how?

Not applicable. This is a non-project action.

c. Describe any structures on the site.

Not applicable. This is a non-project action.

d. Will any structures be demolished? If so, what?

Not applicable. This is a non-project action.

e. What is the current zoning classification of the site?

Not applicable. This is a non-project action.

f. What is the current comprehensive plan designation of the site?

Not applicable. This is a non-project action.

g. If applicable, what is the current shoreline master program designation of the site?

Not applicable. This is a non-project action.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

Not applicable. This is a non-project action.

i. Approximately how many people would reside or work in the completed project?

Not applicable. This is a non-project action.

j. Approximately how many people would the completed project displace?

Not applicable. This is a non-project action.

k. Proposed measures to avoid or reduce displacement impacts, if any.

Not applicable. This is a non-project action.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.

Not applicable. This is a non-project action.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any.

Not applicable. This is a non-project action.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

Not applicable. This is a non-project action.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.**

Not applicable. This is a non-project action.

- c. Proposed measures to reduce or control housing impacts, if any.**

Not applicable. This is a non-project action.

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?**

Not applicable. This is a non-project action.

- b. What views in the immediate vicinity would be altered or obstructed?**

Not applicable. This is a non-project action.

- c. Proposed measures to reduce or control aesthetic impacts, if any.**

Not applicable. This is a non-project action.

11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?**

Not applicable. This is a non-project action.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?**

Not applicable. This is a non-project action.

- c. What existing off-site sources of light or glare may affect your proposal?**

Not applicable. This is a non-project action.

- d. Proposed measures to reduce or control light and glare impacts, if any.**

Not applicable. This is a non-project action.

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?**

Not applicable. This is a non-project action.

- b. Would the proposed project displace any existing recreational uses? If so, describe.**

Not applicable. This is a non-project action.

- c. **Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any.**

Not applicable. This is a non-project action.

13. Historic and Cultural Preservation

- a. **Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.**

Not applicable. This is a non-project action.

- b. **Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.**

Not applicable. This is a non-project action.

- c. **Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.**

Not applicable. This is a non-project action.

- d. **Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.**

Not applicable. This is a non-project action.

14. Transportation

- a. **Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.**

Not applicable. This is a non-project action.

- b. **Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?**

Not applicable. This is a non-project action.

- c. **Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle, or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).**

Not applicable. This is a non-project action.

- d. **Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

Not applicable. This is a non-project action.

- e. **How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?**

Not applicable. This is a non-project action.

- f. **Will the proposal interfere with, affect, or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.**

Not applicable. This is a non-project action.

- g. **Proposed measures to reduce or control transportation impacts, if any.**

Not applicable. This is a non-project action.

15. Public Services

- a. **Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.**

Not applicable. This is a non-project action.

- b. **Proposed measures to reduce or control direct impacts on public services, if any.**

Not applicable. This is a non-project action.

16. Utilities

- a. **Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:**

Not applicable. This is a non-project action.

- b. **Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.**

Not applicable. This is a non-project action.

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

X 

Type name of signee: Tim Thompson

Position and agency/organization: Principal Planner, City of Spokane

Date submitted: 2/1/2023

D. Supplemental sheet for nonproject actions

IT IS NOT REQUIRED to use this section for project actions.

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

Projects within the Transportation Impact Fee Program are likely to improve the environment by reducing inefficient infrastructure and maintenance requirements. Particulate and exhaust emissions will occur during construction of most of the listed projects. The extent of these emissions will vary greatly between different types of projects. Many of the projects will improve the quality of waters discharged and decrease the emissions of pollutants, once they are completed.

- **Proposed measures to avoid or reduce such increases are:**

Best management practices for construction controls such as watering will be used to control particulate emissions.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

No significant effects are expected.

- **Proposed measures to protect or conserve plants, animals, fish, or marine life are:**

Projects will be designed in accordance with local and state regulations regarding development and construction in or near natural habitats. Best Management Practices will be incorporated.

3. How would the proposal be likely to deplete energy or natural resources?

Construction and operational activities will use petroleum fuels. Once completed, electric energy is used such as to operate pump and control systems or power new systems.

- **Proposed measures to protect or conserve energy and natural resources are:**

The City generates power from the Upriver Dam as well as the Waste to Energy Facility. New equipment will be more energy efficient and will use less energy.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

No significant effect on environmentally sensitive areas is expected. This issue will be addressed at the individual project environmental reviews, as required.

- **Proposed measures to protect such resources or to avoid or reduce impacts are:**

Alternative sites will be used whenever feasible or mitigating measures to restore or replace the resources will be implemented.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Projects proposed under the Transportation Impact Fee Program, at the time of construction, are required to meet development regulations adopted under the Comprehensive Plan and, where applicable, shoreline development standards.

- **Proposed measures to avoid or reduce shoreline and land use impacts are:**

Projects will be designed to comply with shoreline and land use plans. Any deviations would be approved through the appropriate required process during design. Standard procedures for land use and zoning changes shall be required.

The Transportation Impact Fee Program is reviewed by the City's Plan Commission for consistency with the City's Comprehensive Plan and approved by the City Council. This process ensures that the projects are compatible with land uses within the City and Spokane County.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Construction of the projects included on the impact fee project list will likely be completed

- **Proposed measures to reduce or respond to such demand(s) are:**

Communication of construction closures ahead of and during the construction season will be maintained.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

No conflicts with environmental protection laws are expected.

SEPA ADDENDUM TO EXISTING ENVIRONMENTAL DOCUMENT

Existing Environmental Documents: EIS issued for City of Spokane Comprehensive Plan Final Environmental Impact Statement and Draft Comprehensive Plan and Draft Environmental Impact Statement an integrated GMA and SEPA Document 2000-2020, in 2001; as amended in 2006, and as additionally amended in 2017 for the City's 2017-2037 Comprehensive Plan Periodic Update (201700881).

Description of proposal/non-project action: Amendment to Appendix D of the City's Comprehensive Plan, amending the transportation subsection of the Capital Facilities Plan, more specifically to update the impact fee capacity project list related to the City's Transportation Impact Fee Program (page 41, Appendix D)

Location: Citywide

Lead agency: City of Spokane, Planning

The lead agency for this proposal has determined that the proposal does not have a probable significant adverse impact on the environment and does not have an environmental impact substantially different from the original project list. An Environmental Impact Statement is not required under Chapter 43.21C RCW. This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

There is no required comment period for a SEPA Addendum to a DNS.

Date: February 7, 2023

Signature:  _____

Spencer Gardner, Planning Director, City of Spokane
SEPA Responsible official



Agenda Sheet for City Council Meeting of:
03/13/2023

Date Rec'd	2/28/2023
Clerk's File #	ORD C36368
Renews #	

Submitting Dept	PUBLIC WORKS	Cross Ref #	
Contact Name/Phone	INGA NOTE X6331	Project #	
Contact E-Mail	INOTE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Emergency Ordinance	Requisition #	
Agenda Item Name	4250 - TRANSPORTATION IMPACT FEE CODE UPDATE		

Agenda Wording
An ordinance amending several sections of SMC 17D.075 Transportation Impact Fees including parts of the code, fee schedule, service areas and project list.

Summary (Background)
This update includes minor text modifications to the impact fee code along with revisions to the Appendix A fee schedule, Appendix B service area maps and Appendix D impact fee project list. Staff has updated cost estimates, project lists and growth projections and worked with the Transportation Impact Fee Advisory Committee to shape the final options for Plan Commission and City Council consideration.

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

Approvals		Council Notifications	
Dept Head	FEIST, MARLENE	Study Session\Other	PIES 2/27/23
Division Director	FEIST, MARLENE	Council Sponsor	CP Beggs, CMs Kinnear &
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	inote@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	jrichman@spokanecity.org	
Additional Approvals		tblack@spokanecity.org	
Purchasing		tthompson@spokanecity.org	
		mdavis@spokanecity.org	
		mfeist@spokanecity.org	
		rbenzie@spokanecity.org Korlob@Spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The proposed rate and boundary update is limited to the Downtown, South, West Plains and possibly a new Latah district. The Plan Commission hearing was held on 2/22/23. Additionally, the item was briefed at the 8/2/22 PIES, the 2/16/23 Council study session and the 2/27/23 PIES Committee meeting.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

smacdonald@spokanecity.org

sgardner@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works Division – Integrated Capital Management Department
Contact Name & Phone	Inga Note, 509-625-6331
Contact Email	inote@spokanecity.org
Council Sponsor(s)	CP Beggs, CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>15 minutes</u>
Agenda Item Name	Impact Fee Update
Summary (Background)	<p>City staff presented impact fees at the 8/2/22 PIES meeting and at the 2/16/23 Council briefing session. This rate and boundary update is limited to the Downtown, South, West Plains and possibly a new Latah district. Staff has updated cost estimates, project lists and growth projections and worked with the Transportation Impact Fee Advisory Committee to shape the final options for Plan Commission and City Council consideration.</p> <p>The Plan Commission hearing is scheduled for 2/22/23 and the recommendations from that meeting will be discussed at PIES. The resolution will include minor text modifications to SMC 17D.075 and revisions to the project list, service area map and fee schedule found in Appendices A, B and D of the same section.</p> <p>Along with the impact fee update a Comprehensive Plan Amendment is required to ensure consistency between the Capital Facilities Plan and Impact Fee Project list. This will be discussed as a separate agenda item.</p>
Proposed Council Action & Date:	Adoption resolution in March 2023. n/a
Fiscal Impact:	<p>Total Cost: n/a</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts	<p>What impacts would the proposal have on historically excluded communities?</p> <p><i>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</i></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?

Potential projects for transportation grant opportunities are dispersed throughout the City and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors. Equity considerations are included in SRTC's evaluation and scoring process.

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

Projects within the 6-year Streets program are evaluated for consistency with the City's Comprehensive Plan when they are initially added to the program.

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?

Projects on the impact fee list comply with goals and policies of Chapter 4 – Transportation of the City's Comprehensive Plan. It aligns with council resolution 2022-0055 endorsing the results of the US 195 / I-90 transportation study.

ORDINANCE NO. C36368

An ordinance relating to transportation impact fees and amending SMC 17D.075.040 Assessment of Impact Fees, 17D.075.070 Credits, 17D.075.140 Review, 17D.075.180 Impact Fee Schedule, 17D.075.190 Service Area Map, and 17D.075.210 Impact Fee Project list; and declaring an emergency.

WHEREAS, the City Council previously adopted Ordinance No. C34673, implementing the transportation impact fees authorized by Chapter 82.02 RCW, establishing transportation impact fee service areas, project lists, and adopting transportation impact fee schedules, all of which is codified in Chapter 17D.075 of the Spokane Municipal Code (SMC); and

WHEREAS, the Growth Management Act authorizes the City to collect impact fees in order (i) to ensure that adequate facilities are available to serve new growth and development, (ii) to promote orderly growth and development by establishing standards by which new growth and development pay a proportionate share of the cost of new facilities needed to serve new growth and development, and (iii) to ensure that such fees are imposed through established procedures and criteria so that specific developments do not pay arbitrary fees or duplicative fees for the same impact; and

WHEREAS, consistent with the foregoing, CFU 2.4 in the City's Comprehensive Plan identifies impact fees as a mechanism to fund capital improvements so that new growth and development activity that has an impact on public facilities pays a proportionate share of the cost of facilities needed to serve the new growth and development; and

WHEREAS, SMC 17D.075.140 anticipates periodic review and updates to the project lists and fee schedules, and further anticipates the formation of an impact fee advisory board consisting of various community representatives; and

WHEREAS, there has been a significant increase in interest in residential development in the Latah/Hangman and Grandview/Thorpe Neighborhoods ("Latah Valley") in recent years; and

WHEREAS, the Washington State Department of Transportation (WSDOT) has voiced its concerns about the ability of US 195 to handle additional local trips associated with new development and has threatened to remove local access from US 195 making it more difficult for residents of Latah Valley to reach destinations within the City of Spokane; and

WHEREAS, the Spokane Regional Transportation Council (SRTC) in collaboration with WSDOT, the City of Spokane, and the Spokane Transit Authority (STA) recently completed the US 195/I-90 Transportation Study (the "Study"); and

WHEREAS, the Study was initiated to address both existing and future challenges related to safety, traffic operations, multimodal access, increasing traffic

levels, and limited pedestrian, bicycle, and transit infrastructure in the study area which consists primarily of Latah Valley; and

WHEREAS, the Study's goals included improving existing and future safety conditions, accommodating the transportation needs of planned development, increasing modal options such as walking, biking and transit, and identifying projects that are practical, implementable, and fundable in a reasonable timeline; and

WHEREAS, out of the Study, the City has identified a number of transportation projects that are needed to serve the increased growth and development occurring and anticipated in the Latah Valley and that will reasonably benefit such new growth and development; and

WHEREAS, in addition, the City has identified a number of additional transportation projects that are needed to serve the increased growth and development occurring and anticipated in the south and west parts of the City and that will reasonably benefit such new growth and development; and

WHEREAS, without planning for the transportation projects referenced in the preceding recitals, the City's transportation system would be unable to accommodate the growth anticipated in the City and particularly in Latah Valley; and

WHEREAS, Washington's legislature adopted RCW 82.02.050 *et seq* in order to enable cities to plan for new growth and development and to recoup from developers a predictable share of the infrastructure costs attributable to anticipated growth, and further intended that impact fees are to be a proportionate share of the costs of transportation system improvements that are reasonably related to and reasonably benefit the development; and

WHEREAS, under the present Transportation Impact Fee schedules in Chapter 17D.075 SMC, the impact fees that are being collected from new development occurring in the City and Latah Valley in particular are not adequate to cover the developments' proportionate share of the cost of necessary new system improvements that will be reasonably related to and that will reasonably benefit the new development; and

WHEREAS, the City Council recently adopted Ordinance No. C36276 imposing a moratorium regarding building permit applications for residential structures in the Latah/Hangman and Grandview/Thorpe Neighborhoods, and declaring an emergency (the "Moratorium"); and

WHEREAS, the City Council adopted the Moratorium to give the City time to update the City's Transportation Impact Fees so that the fees (i) are adequate to cover the cost of system improvements that are reasonably related to new growth and development occurring and anticipated in the City, (ii) do not exceed a proportionate share of the costs of system improvements that are reasonably related to the new development, and (iii) will be used for system improvements that will reasonably benefit

the new development; and WHEREAS, as reflected in the Impact Fee Rate Calculation Methodology dated February 20, 2023 and prepared by CivTech (the “CivTech Report”), the City conducted a detailed analysis of each of the foregoing projects (i) in order to remove the cost of correcting any existing deficiencies and (ii) to only include project costs associated with providing the additional capacity that will reasonably benefit new growth and development; and

WHEREAS, as reflected in the CivTech Report, the updated cost per trip to be imposed for various land use categories per unit of development reflect new development’s proportionate share of the estimated cost of the projects included in the updated Impact Fee Project List that are reasonably related to new development and will reasonably benefit new development; and

WHEREAS, in determining the proportionate share of system improvement costs to be assessed by the City, the City considered (i) the cost of public facilities necessitated by new development, (ii) an adjustment to the cost for past or future payments made or reasonably anticipated to be made by new development to pay for particular system improvements in the form of taxes or other payments earmarked for particular system improvements, (iii) the availability of other means of funding public facility improvements, (iv) the cost of existing public facilities improvements, and (v) the methods by which public facilities improvements were financed; and

WHEREAS, State law requires the City to establish one or more reasonable service areas on the basis of sound planning or engineering principles within which it must calculate and impose impact fees for various land use categories per unit of development; and

WHEREAS, City staff developed transportation impact fee service area boundary options based on geographic transportation barriers, existing traffic patterns and regional travel demand model outputs to ensure fees paid are assigned to projects reasonably related to their development; and

WHEREAS, as reflected in the Impact Fee Rate Calculation Methodology dated February 20, 2023 and prepared by CivTech, the updated impact fee schedules have been prepared to reflect new development’s proportionate share of the estimated cost of the projects included in the updated Impact Fee Project List (the “Updated Impact Fee Rate Schedule”) that are reasonably related to anticipated new development within the respective service areas and that will reasonably benefit the new development; and

WHEREAS, the fees in the Updated Impact Fee Rate Schedule includes a schedule of impact fees for each type of development activity that is subject to impact fees, and specifies the amount of the impact fee to be imposed; and

WHEREAS, in determining the proportionate share of system improvement costs to be assessed in the Updated Impact Fee Rate Schedule, the City considered (i) the cost of public facilities necessitated by new development, (ii) an adjustment to the cost for past or future payments made or reasonably anticipated to be made by new

development to pay for particular system improvements in the form of taxes or other payments earmarked for particular system improvements, (iii) the availability of other means of funding public facility improvements, (iv) the cost of existing public facilities improvements, and (v) the methods by which public facilities improvements were financed; and

WHEREAS, consistent with SMC 17D.075.140, the City established an impact fee advisory board consisting of various community representatives which worked to review proposed changes to the fee schedules and service area boundaries set forth in Chapter 17D.075 SMC; and

WHEREAS, in connection with the original Impact Fee Ordinance, the responsible official issued a Determination of Nonsignificance, dated March 27, 2008 (“DNS”); and

WHEREAS, pursuant to WAC 197-11-800, this update to Chapter 17D.075 SMC is categorically exempt from the threshold determination and environmental impact statement requirements under Chapter 43.21C RCW (SEPA); and

WHEREAS, on or about February 22, 2023, following a public process involving a public workshop and a public hearing, the City of Spokane Plan Commission voted to recommend various updates to the City’s transportation impact fee program including (i) an amendment to Appendix D in the Comprehensive Plan listing the projects to be funded with impact fees and (ii) various text amendments to Chapter 17D.075 SMC as proposed by staff, but voted that none of the presented service area boundary options should be adopted and expressed its desire for the City to consider alternative service area boundaries; and

WHEREAS, while some members of the Plan Commission expressed support for a City-wide service area for purposes of collecting and spending transportation impact fees, the City Council does not support that approach and finds instead that the service area boundary options proposed by staff are based on sound planning and engineering principles; and

WHEREAS, pursuant to the Updated Impact Fee Rate Schedule, the impact fee(s) assessed a specific development will be proportionate to and reasonably related to the service area-wide need for new transportation improvements created by the development; and

WHEREAS, Chapter 17D.075 SMC, as amended by this Ordinance, is consistent with the City’s Comprehensive Plan which, in CFU 2.4, recognizes impact fees as a mechanism to help fund capital improvements so new growth and development activity that has an impact upon public facilities pays a proportionate share of the cost of facilities that reasonably benefit the development; and

WHEREAS, Chapter 17D.075 SMC, as amended by this Ordinance, bears a substantial relation to public health, safety, welfare, and protection of the environment; and

WHEREAS, the Comprehensive Plan and the entire record relative to the adoption of the Moratorium, Chapter 17D.075 SMC, and this update are incorporated into this Ordinance by reference; and

WHEREAS, the City has complied with RCW 36.70A.370 in adopting this Ordinance; and

WHEREAS, the City Council adopts the foregoing as its findings of fact justifying its adoption of this Ordinance and documenting the existence of an emergency allowing this Ordinance to become effective immediately upon adoption;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That SMC Section 17D.075.040 is amended to read as follows:

17D.075.040 Assessment of Impact Fees

A. The City shall collect impact fees, based on the schedules in SMC 17D.075.180, or an independent fee calculation as provided for in SMC 17D.075.050, from any applicant seeking development approval from the City. The impact fees in SMC 17D.075.180 are generated from the formula for calculating impact fees set forth in the rate study, one copy of which shall be kept on file with the office of the city clerk and which is adopted and incorporated herein by reference. Except as otherwise provided in this chapter, all new development approval in the City will be charged the transportation impact fees in SMC 17D.075.180. Subject to the review provisions set forth in SMC 17D.075.140 below, the transportation impact fees in SMC 17D.075.180 ~~will increase annually in the amount of 1.96% starting January 1st, 2019. This annual increase is based on the average of the Federal Highway Administration's National Highway Construction Cost Index for the years 2012 through 2016, and shall remain in effect until the transportation impact fee advisory board meets again.~~ will increase annually by the five-year rolling average of the Engineering News Record Construction Cost Index calculated by City staff, not to exceed 5% increase per year. This annual increase will start January 1st, 2024. Provided further, for purposes of this chapter only, the following shall not constitute development activity:

1. Replacement of a commercial structure with a new structure of the same size and use or a residential structure with the same number of residential units, both at the same site or lot, where demolition of the prior commercial or residential structure occurred after May 2001. Replacement of a commercial structure with a new commercial structure of the same size shall be interpreted to include any structure for which the gross square footage of the

building will not be increased by more than one hundred twenty square feet. It shall be the feepayer's responsibility to establish the existence of a qualifying prior use to the director's reasonable satisfaction.

2. Expansions of existing residential structures that do not add residential dwelling units.
 3. Alteration of an existing nonresidential structure that does not expand the usable space, add any residential units, or result in a change in use.
 4. Miscellaneous improvements that do not create additional demand and need for public facilities, including, but not limited to, fences, walls, swimming pools, and signs.
 5. Demolition or moving of a structure.
 6. Re-use or change in use of existing structure.
 - a. Re-use or change in use of an existing structure that does not create additional demand and need for public facilities (*i.e.*, where the trip generation of the re-use is equal to or less than trip generation of prior use) shall not constitute development activity for purposes of this chapter.
 - b. It shall be the feepayer's responsibility to establish the existence of a qualifying prior use to the Director's reasonable satisfaction.
 - c. For a change in use of an existing structure that does create additional demand and need for public facilities (*i.e.*, where the trip generation of the re-use is greater than the trip generation of the prior use), the City shall collect impact fees for the new use based on the schedules in SMC 17D.075.180, less the fees that would have been payable as a result of the prior use.
- B. The director shall be authorized to determine whether a particular development activity constitutes development activity subject to the payment of impact fees under this chapter. Determinations of the Director shall be in writing issued within fourteen days of submitting a complete application and shall be subject to the appeals procedures set forth in SMC 17D.075.090.
- C. Impact fees shall be assessed prior to the issuance of a building permit for each unit in a development, using either the impact fee schedules then in effect or an independent fee calculation, at the election of the applicant and pursuant to the requirements set forth in SMC 17D.075.050. The impact fees shall be paid at the issuance of a building permit or at the completion of construction. To defer the payment of the impact fee to the end of construction, the developer shall provide prior to issuance of a building permit a recorded "certificate of title notice" evidencing an encumbrance on the title for each parcel of land, on forms provided by the city attorney's office, recorded with the Spokane County auditor's office which requires that the impact fee be paid as part of the closing of the construction financing, transfer of title to another party or issuance of a certificate of occupancy, whichever shall first occur. For commercial development involving multiple users, impact fees

shall be assessed and collected prior to issuance of building permits that authorize completion of tenant improvements for each use. Furthermore, the City shall not accept an application for a building permit unless, prior to submittal or concurrent with submittal, the feepayer submits complete applications for all other discretionary reviews needed, including, but not limited to, design review, the environmental determination, and the accompanying checklist.

- D. Applicants that have been awarded credits prior to the submittal of the complete building permit application pursuant to SMC 17D.075.070, shall submit, along with the complete building permit application, a copy of the letter or certificate prepared by the director pursuant to SMC 17D.075.070 setting forth the dollar amount of the credit awarded. Impact fees, as determined after the application of appropriate credits, shall be collected from the feepayer at the time the building permit is issued for each unit in the development.
- E. For mixed use buildings or development, impact fees shall be imposed for the proportionate share of each land use based on the applicable unit of measurement found on the schedule in SMC 17D.075.180.
- F. The department shall place a hold on permits for development approval unless and until the impact fees required by this chapter, less any permitted exemptions, credits or deductions, have been paid.

Section 2. That SMC Section 17D.075.070 is amended to read as follows:

17D.075.070 Fee Reductions and Credits

- ~~A.~~ A feepayer can request a credit for the total value of dedicated land or public facilities provided by the feepayer if the land and public facilities are identified as system improvements or in cases where the director, in the director's discretion, determines that such dedication of land or public facilities would serve the goals and objectives of the capital facilities plan.
- ~~BA.~~ The city council finds that certain types of development activity such as development with the City's center and corridor zones and housing at a density of at least fifteen (15) units per acre) are likely to generate fewer p.m. peak hour vehicle trips than other development activity. Consistent with this finding, a feepayer may request a ~~partial credit~~ fee reduction for the following:
1. Development within center and corridor zones shall qualify for a ~~partial credit~~ fee reduction of ten percent of the impact fees otherwise payable as a result of the development activity.
 2. Mixed use development which features both an "active" first floor (e.g. office, retail) and a residential component shall qualify for a ~~partial credit~~ fee reduction of ten percent (10%) of the impact fees otherwise payable as a result of the development activity, which shall be doubled if at least twenty percent (20%) of the residential portion of the mixed-use development is affordable housing for low-income households or individuals, as these terms are defined in SMC 08.15.020(A) and (G).
 3. Development of bicycle and pedestrian connections through their site to a public park or school, or that expand the connectivity of the trail network shall entitle a feepayer to a ~~partial credit~~ fee reduction of ten percent of the impact fees otherwise payable as a result of the development activity. ~~The credit provided for in this section shall be limited to the cost incurred by the feepayer in developing the connection.~~
 4. Development projects that incorporate covered and lockable bicycle storage for at least fifty percent of their required bicycle parking shall qualify for a ~~partial credit~~ fee reduction of \$1,000 per bike space, ~~subject to the limitation in subsection (B)(6) below.~~ The bicycle storage area must be dedicated for that use only. See SMC 17C.230.200 for space requirements.
 5. Development projects located ~~on a~~ within one-quarter-mile of a frequent transit corridor ~~may~~ shall qualify for a fee reduction of ten percent of impact fees otherwise payable as a result of the development activity. ~~make improvements in coordination with Spokane Transit Authority (STA) and will qualify for a partial credit of up to ten percent of the impact fees~~

~~otherwise payable as a result of the development activity. The credit provided for in this section shall be limited to the cost incurred by the feepayer in developing the improvements. Eligible improvements include the installation of weather cover, lighting, HPTN stop infrastructure or the dedication of right of way for transit stop improvements, as warranted by current or reasonably anticipated future usage of a transit stop, consistent with STA's established policies and design standards. The credit provided for in this section shall be limited to the cost of the right of way or the expense incurred by the feepayer in developing the transit stop. Frequent transit is defined as fixed route service at intervals of no less than fifteen minutes for at least five hours during the peak hours of operation on weekdays.~~

6. The director shall be authorized to determine whether a particular development activity falls within a ~~credit-fee reduction~~ identified in this Section ~~BA~~, in any other section, or under other applicable law. ~~Determinations of the director shall be in writing issued within fourteen days of a complete application and shall be subject to the appeals procedures set forth in SMC 17D.075.090.~~
- B. A feepayer can request a credit for the total value of dedicated land or public facilities provided by the feepayer if the land and public facilities are identified as system improvements or in cases where the director, in the director's discretion, determines that such dedication of land or public facilities would serve the goals and objectives of the capital facilities plan.
 - C. For each request for a credit, under subsection ~~(A)~~ (B) above, if appropriate, the director shall select an appraiser or the feepayer may select an independent appraiser acceptable to the director. The appraiser must be a Washington State certified appraiser or must possess other equivalent certification and shall not have a fiduciary or personal interest in the property being appraised. A description of the appraiser's certification shall be included with the appraisal, and the appraiser shall certify that he/she does not have a fiduciary or personal interest in the property being appraised.
 - D. The appraiser shall be directed to determine the total value of the dedicated land and/or public facilities provided by the feepayer on a case-by-case basis.
 - E. The feepayer shall pay for the cost of the appraisal. The feepayer may request that the cost of the appraisal be deducted from the credit which the director may be providing to the feepayer, in the event that a credit is awarded. In lieu of an appraisal the feepayer may also choose to use the county assessor's current square foot valuation of the dedicated land.
 - F. After receiving the appraisal, and where consistent with the requirements of this section, the director shall provide the applicant with a letter or certificate setting forth the dollar amount of the credit, the reason for the credit, the legal description of the site donated where applicable, and the legal description or

other adequate description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such letter or certificate indicating his/her agreement to the terms of the letter or certificate, and return such signed document to the director before the impact fee credit will be awarded. The failure of the applicant to sign, date, and return such document within sixty calendar days shall nullify the credit. The credit must be used within seventy-two months of the award of the credit.

- G. Any claim for credit must be made prior to issuance of a building permit, provided any claim for credit submitted later than twenty calendar days after the submission of an application for a building permit shall constitute a waiver and suspension of timelines established by state and/or local law for processing of permit applications.
- H. In no event shall the credit exceed the amount of the impact fees that would have been due for the proposed development activity.
- I. No credit shall be given for project improvements.
- J. Determinations made by the director pursuant to this section shall be subject to the appeals procedures set forth in SMC 17D.075.090.

Section 3. That SMC Section 17D.075.180 is amended as follows:

17D.075.180 Appendix A – Impact Fee Schedule

Section 4. That SMC Section 17D.075.190 is amended as follows:

17D.075.190 Appendix B – Service Area Map

The transportation impact fee service area boundaries are hereby designated on the Appendix B – Service Area Map. Properties within the “Airport-owned” boundary shall be automatically added to the West Plains Service Area if no longer owned by the Airport Board.

Section 5. That SMC Section 17D.075.210 is amended as follows:

17D.075.210 Appendix D – Impact Fee Project List

Section 6. This Ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance is necessary for the protection of the public safety and for the immediate support of City government and its existing public institutions, shall become effective immediately upon its passage. Without the updates approved by this Ordinance, the City would not be able to require new growth and development to pay its proportionate share of the costs of system improvements that reasonably benefit the new development and transportation impact fees collected

by the City will be inadequate to cover the cost of system improvements that are reasonably related to and that will reasonably benefit new growth and development occurring and anticipated in the City, thereby slowing the City's ability to finance and construct the needed system improvements.

Section 6. This ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance is necessary for the protection of the public safety and for the immediate support of City government and its existing public institutions, shall become effective immediately upon its passage. Without the updates approved by this ordinance, the City would not be able to require new growth and development to pay its proportionate share of the costs of system improvements that reasonably benefit the new development and transportation impact fees collected in the Neighborhood will be inadequate to cover the cost of system improvements that are reasonably related to and that will reasonably benefit new growth and development occurring and anticipated in the Neighborhood, thereby slowing the City's ability to finance and construct the needed system improvements.

ADOPTED BY THE CITY COUNCIL ON _____

(Delivered to the Mayor on the ____ day of _____)

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

17D.075.180
Appendix A
Impact Fee Schedule

17D.075.190
Appendix B
Service Area Map

17D.075.210
Appendix D
Impact Fee Project List

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendation**

**Transportation Impact Fee updates (changes to SMC 17D.075) and related
Comprehensive Plan amendment (File #Z23-039COMP amending Appendix D of
the Comprehensive Plan)**

Findings of Fact:

- A. SMC 17D.075.140 anticipates periodic updates to the transportation impact fees assessed by the City pursuant to Chapter 17D.075 SMC.
- B. The Growth Management Act authorizes the City to collect impact fees in order (i) to ensure that adequate facilities are available to serve new growth and development, (ii) to promote orderly growth and development by establishing standards by which new growth and development pay a proportionate share of the cost of new facilities needed to serve new growth and development, and (iii) to ensure that such fees are imposed through established procedures and criteria so that specific developments do not pay arbitrary fees or duplicative fees for the same impact.
- C. Consistent with the foregoing, CFU 2.4 in the City's Comprehensive Plan identifies impact fees as a mechanism to fund capital improvements so that new growth and development activity that has an impact on public facilities pays a proportionate share of the cost of facilities needed to serve the new growth and development.
- D. There has been a significant increase in interest in residential development in the Latah/Hangman and Grandview/Thorpe Neighborhoods ("Latah Valley") in recent years.
- E. The Washington State Department of Transportation (WSDOT) has voiced its concerns about the ability of US 195 to handle additional local trips associated with new development and has threatened to remove local access from US 195 making it more difficult for residents of Latah Valley to reach destinations within the City of Spokane
- F. The Spokane Regional Transportation Council (SRTC) in collaboration with WSDOT, the City of Spokane, and the Spokane Transit Authority (STA) recently completed the US 195/I-90 Transportation Study (the "Study").
- G. The Study was initiated to address both existing and future challenges related to safety, traffic operations, multimodal access, increasing traffic levels, and limited pedestrian, bicycle, and transit infrastructure in the study area which consists primarily of Latah Valley.
- H. The Study's goals included improving existing and future safety conditions, accommodating the transportation needs of planned development, increasing

modal options such as walking, biking and transit, and identifying projects that are practical, implementable, and fundable in a reasonable timeline.

- I. Out of the Study, the City has identified a number of transportation projects that are needed to serve the increased growth and development occurring and anticipated in the Latah Valley and that will reasonably benefit such new growth and development.
- J. In addition, the City identified a number of additional transportation projects that are needed to serve the increased growth and development occurring and anticipated in the south and west parts of the City and that will reasonably benefit such new growth and development.
- K. Without planning for the transportation projects referenced in the preceding recitals, the City's transportation system would be unable to accommodate the growth anticipated in the City and particularly in Latah Valley.
- L. Washington's legislature adopted RCW 82.02.050 *et seq* in order to enable cities to plan for new growth and development and to recoup from developers a predictable share of the infrastructure costs attributable to anticipated growth, and further intended that impact fees are to be a proportionate share of the costs of transportation system improvements that are reasonably related to and reasonably benefit the development.
- M. Under the present Transportation Impact Fee schedules in Chapter 17D.075 SMC, the impact fees that are being collected from new development occurring in the City, and particularly in Latah Valley, are not adequate to cover the developments' proportionate share of the cost of necessary new system improvements that will be reasonably related to and that will reasonably benefit the new development
- N. As reflected in the Impact Fee Rate Calculation Methodology dated February 20, 2023 and prepared by CivTech (the "CivTech Report"), the City conducted a detailed analysis of each of the foregoing projects (i) in order to remove the cost of correcting any existing deficiencies and (ii) to only include project costs associated with providing the additional capacity that will reasonably benefit new growth and development.
- O. As reflected in the CivTech Report, the updated cost per trip to be imposed for various land use categories per unit of development reflect new development's proportionate share of the estimated cost of the projects included in the updated Impact Fee Project List that are reasonably related to new development and will reasonably benefit new development.
- P. In determining the proportionate share of system improvement costs to be assessed by the City, the City considered (i) the cost of public facilities necessitated by new development, (ii) an adjustment to the cost for past or future payments made or reasonably anticipated to be made by new development to pay for particular system improvements in the form of taxes or other payments earmarked for particular system improvements, (iii) the availability of other means

- of funding public facility improvements, (iv) the cost of existing public facilities improvements, and (v) the methods by which public facilities improvements were financed.
- Q. State law requires the City to establish one or more reasonable service areas within which it must calculate and impose impact fees for various land use categories per unit of development.
- R. Presently, Chapter 17D.075 SMC establishes five service areas in which the City has calculated and imposed impact fees. The service areas are Northwest, Northeast, Downtown, South, and West Plains (the “Service Areas”).
- S. In connection with the proposed updates to the City’s transportation fee program, City staff proposed revisions to the transportation impact fee service area boundaries based on geographic transportation barriers, existing traffic patterns and regional travel demand model outputs to ensure fees paid are assigned to projects reasonably related to their development.
- T. Consistent with SMC 17D.05.140, a transportation impact fee advisory board (the “Advisory Board”) was convened to review proposed changes to the impact fees assessed by the City prior to review by the Plan Commission and City Council. The committee met on Nov 15th and Dec 13th, 2022, and on Jan 10th, 2023.
- U. The Advisory Board did not reach a consensus regarding revisions to the boundaries of the Service Areas but did not voice objections to other elements of the proposed updates to the City’s impact fee program.
- V. On February 8th, 2023 staff presented the Advisory Board’s feedback to the Plan Commission.
- W. The proposed amendments to SMC 17D.075 are categorically exempt from the threshold determination and environmental review requirements under Chapter 43.21 RCW (SEPA).
- X. On August 26, 2022, pursuant to RCW 36.70A.106, the City notified the Washington State Department of Commerce of its intent to amend this ordinance. On August 29, 2022, the City received an acknowledgement letter from the Department of Commerce.
- Y. The City caused notice of the proposed amendments and announcement of the Plan Commission's February 22, 2023 hearing to be published in the Spokesman Review on February 8, 2023 and again on February 15, 2023.
- Z. On February 22, 2023, the Plan Commission held a public hearing on the proposed ordinance. As a result of the process outlined above and the Plan Commission’s advertised public hearing, the public and anyone interested in the proposed amendments has had ample opportunity to provide input on the proposal.

- AA. Prior to the hearing, the Plan Commission received written comments which are part of the record.
- BB. During the hearing, the Plan Commission heard testimony from a number of individuals and an attorney representing a group of landowners/developers planning to develop in Latah Valley.
- CC. Some of those testifying at the hearing argued that the transportation issues in Latah Valley are existing deficiencies, that it would be unfair to burden those seeking to provide additional housing in Latah Valley with the cost of correcting the alleged deficiencies, that the high costs would stifle new development and significantly increase the cost of housing, and that it would be more fair to spread the cost of the needed facilities over a much larger service area and that doing so would hasten the City's ability to collect the money needed to solve what was alleged to be a regional problem.
- DD. All development benefits in a general sense from a smoothly functioning transportation system with adequate capacity in the jurisdiction in which it is located.
- EE. The Comprehensive Plan and the entire record relative to (i) the City Council's recent adoption of the moratorium in Latah Valley, (ii) Chapter 17D.075 SMC, and (iii) this update are incorporated into the record.
- FF. The Plan Commission adopts the foregoing and also incorporates the Staff Report for File Z23-039COMP (Appendix D) as its findings in support of its conclusions and recommendations.

Conclusions:

1. Proposed amendments to Appendix D, as detailed in File Z23-039COMP (Appendix D) (the "Comprehensive Plan Amendment") qualify as an emergency situation of neighborhood or community-wide significance and not a personal emergency on the party of any particular applicant or property owner. The amendments are also consistent with the comprehensive plan applicable guiding principles and the amendment review criteria as detailed in the Staff Report prepared by Planning staff.
2. Sections 1 and 2 of the draft ordinance relating to transportation impact fees and amending SMC 17D.075.040 Assessment of Impact Fees, 17D.075.070 Credits, 17D.075.140 Review, 17D.075.180 Impact Fee Schedule, 17D.075.190 Service Area Map, and 17D.075.210 Impact Fee Project List (the "Impact Fee Ordinance") are consistent with applicable provisions of the comprehensive plan and bear a substantial relation to public health, safety, welfare, and protection of the environment.
3. The following language from Section 4 of the Impact Fee Ordinance is consistent with applicable provisions of the comprehensive plan and bears a substantial relation to public health, safety, welfare, and protection of the environment:

The transportation impact fee service area boundaries are hereby designated on the Appendix B – Service Area Map. Properties within the “Airport-owned” boundary shall be automatically added to the West Plains Service Area if no longer owned by the Airport Board.

4. Section 5 of the Impact Fee Ordinance, as amended by the Plan Commission to include the entire cost of the tunnels on Thorpe Road, is consistent with applicable provisions of the comprehensive plan and bear a substantial relation to public health, safety, welfare, and protection of the environment. The conclusion was conditioned on the Plan Commission’s recommendation to reject all of the proposed revisions to the City’s Service Area maps with the understanding that the cost of the tunnels would be spread over a larger area of the City rather than limiting it to development within the Latah Valley
5. The Plan Commission was unable to reach a consensus on any of the proposed revisions to the Service Areas and associated maps and some members of the Commission expressed a desire for the City Council to remand the matter to staff to prepare an additional proposal that included a City-wide service area.

Recommendation:

1. By a vote of 9 - 0, the Plan Commission recommends that the City Council adopt the Comprehensive Plan Amendment.
2. By a vote of 9 - 0, the Plan Commission recommends that the City Council approve Sections 1 and 2 of the Impact Fee Ordinance.
3. By a vote of 9 - 0, the Plan Commission recommends that the City Council approve the cited language from Section 4 of the Impact Fee Ordinance.
4. By a vote of 7 – 1 (1 abstention), the Plan Commission recommends that none of the service area maps and rates presented to it should be adopted and that alternative service area boundaries and resulting fees should be considered prior to updating the City’s transportation impact fees.

Greg Francis
Greg Francis (Feb 24, 2023 15:52 PST)

Greg Francis, President
Spokane Plan Commission
February 24, 2023



2023 Latah District Transportation Impact Fee Schedule

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family & Duplex	210	dwelling	\$7,470.45
Multi-Family 1-2 level	220	dwelling	\$5,261.88
Multi-Family 3-10 level	221	dwelling	\$3,455.56
ADU	-	dwelling	\$3,455.56
Multi Family Low-Income	-	dwelling	\$3,141.42
Nursing Home	254	bed	\$1,722.03
Continuing Care Retirement Comm	255	dwelling	\$950.09
Assisted Living	620	bed	\$1,306.37
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$5,010.31
Hotel/Motel	320	room	\$3,991.26
Movie Theater	444	sq ft/GFA	\$14.45
Health Club	492	sq ft/GFA	\$17.41
Day Care	565	sq ft/GFA	\$35.46
Bank	912	sq ft/GFA	\$38.79
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$3.89
Middle School	522	sq ft/GFA	\$2.70
High School	530	sq ft/GFA	\$3.22
University/College	550	ASF	\$4.26
Religious Institute	560	sq ft/GFA	\$3.51
Library	590	sq ft/GFA	\$23.42
Hospital	610	sq ft/GFA	\$7.93
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$32.55
General Office	710	sq ft/GFA	\$11.13
Medical Office / Clinic	720	sq ft/GFA	\$24.62
Office Park	750	sq ft/GFA	\$11.06

BASE RATE PER PM TRIP		\$6,385	
Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$11.67
Specialty Retail Center	826	sq ft/GLA	\$6.66
Hardware/Paint Store	816	sq ft/GFA	\$11.90
Nursery/Garden Center	817	sq ft/GFA	\$21.71
Shopping Center	820	sq ft/GLA	\$9.95
Car Sales - New/Used	841	sq ft/GFA	\$14.72
Tire Store	848	Service bay	\$13,019.27
Supermarket	850	sq ft/GFA	\$25.42
Convenience Market	851	sq ft/GFA	\$57.56
Pharmacy	881	sq ft/GFA	\$18.03
Furniture Store	890	sq ft/GFA	\$0.98
Quick Lubrication Vehicle Shop	941	Service Bay	\$21,208.42
Auto Parts & Service Center	943	sq ft/GFA	\$15.95
Service Station/Minimart/Carwash	853	VFP	\$21,917.15
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$9.29
Heavy Industrial	120	sq ft/GFA	\$6.51
Industrial Park	132	sq ft/GFA	\$8.14
Manufacturing	140	sq ft/GFA	\$6.99
Warehousing	150	sq ft/GFA	\$3.06
Mini-Storage	151	sq ft/GFA	\$1.58
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$29.11
Quality Restaurant	931	sq ft/GFA	\$27.98
High Turnover Restaurant	932	sq ft/GFA	\$28.30
Fast Casual	-	sq ft/GFA	\$47.10
Fast Food Restaurant	934	sq ft/GFA	\$69.84
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$27.33

Notes:

Updated Dec 2016 using the ITE Trip Generation Manual, 9th Edition
 Fees are reduced, where applicable, to account for "pass-by" trips

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined as building service, circulation, mechanical and structural should not be included.

ITE = Institute of Transportation Engineers

Multi-Family = 3 or more dwelling units with a common wall (SMC 17A.020.130). Cottage housing (SMC 17C.110.350) may also be treated as multi-family 1-2 level.

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Milford's, Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

Fast Food Restaurant = with drive-thru and indoor seating, open breakfast-lunch-dinner, order at register and pay before eating (Ex. McDonalds, Zips, Taco Bell)



2023 Downtown District Transportation Impact Fee Schedule

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family & Duplex	210	dwelling	\$236.34
Multi-Family 1-2 level	220	dwelling	\$166.47
Multi-Family 3-10 level	221	dwelling	\$109.32
ADU	-	dwelling	\$109.32
Multi Family Low-Income	-	dwelling	\$99.38
Nursing Home	254	bed	\$54.48
Continuing Care Retirement Comm	255	dwelling	\$30.06
Assisted Living	620	bed	\$41.33
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$158.51
Hotel/Motel	320	room	\$126.27
Movie Theater	444	sq ft/GFA	\$0.46
Health Club	492	sq ft/GFA	\$0.55
Day Care	565	sq ft/GFA	\$1.12
Bank	912	sq ft/GFA	\$1.23
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$0.12
Middle School	522	sq ft/GFA	\$0.09
High School	530	sq ft/GFA	\$0.10
University/College	550	ASF	\$0.13
Religious Institute	560	sq ft/GFA	\$0.11
Library	590	sq ft/GFA	\$0.74
Hospital	610	sq ft/GFA	\$0.25
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$1.03
General Office	710	sq ft/GFA	\$0.35
Medical Office / Clinic	720	sq ft/GFA	\$0.78
Office Park	750	sq ft/GFA	\$0.35

BASE RATE PER PM TRIP		\$202	
Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$0.37
Specialty Retail Center	826	sq ft/GLA	\$0.21
Hardware/Paint Store	816	sq ft/GFA	\$0.38
Nursery/Garden Center	817	sq ft/GFA	\$0.69
Shopping Center	820	sq ft/GLA	\$0.31
Car Sales - New/Used	841	sq ft/GFA	\$0.47
Tire Store	848	Service bay	\$411.89
Supermarket	850	sq ft/GFA	\$0.80
Convenience Market	851	sq ft/GFA	\$1.82
Pharmacy	881	sq ft/GFA	\$0.57
Furniture Store	890	sq ft/GFA	\$0.03
Quick Lubrication Vehicle Shop	941	Service Bay	\$670.96
Auto Parts & Service Center	943	sq ft/GFA	\$0.50
Service Station/Minimart/Carwash	853	VFP	\$693.39
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$0.29
Heavy Industrial	120	sq ft/GFA	\$0.21
Industrial Park	132	sq ft/GFA	\$0.26
Manufacturing	140	sq ft/GFA	\$0.22
Warehousing	150	sq ft/GFA	\$0.10
Mini-Storage	151	sq ft/GFA	\$0.05
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$0.92
Quality Restaurant	931	sq ft/GFA	\$0.89
High Turnover Restaurant	932	sq ft/GFA	\$0.90
Fast Casual	-	sq ft/GFA	\$1.49
Fast Food Restaurant	934	sq ft/GFA	\$2.21
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$0.86

Notes:

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Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined as building service, circulation, mechanical and structural should not be included.

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Fast Food Restaurant = with drive-thru and indoor seating, open breakfast-lunch-dinner, order at register and pay before eating (Ex. McDonalds, Zips, Taco Bell)



2022 Northwest District Transportation Impact Fee Schedule

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family & Duplex	210	dwelling	\$866.87
Multi-Family 1-2 level	220	dwelling	\$610.59
Multi-Family 3-10 level	221	dwelling	\$400.98
ADU	-	dwelling	\$400.98
Multi Family Low-Income	-	dwelling	\$364.53
Nursing Home	254	bed	\$199.82
Continuing Care Retirement Comm	255	dwelling	\$110.25
Assisted Living	620	bed	\$151.59
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$581.39
Hotel/Motel	320	room	\$463.14
Movie Theater	444	sq ft/GFA	\$1.68
Health Club	492	sq ft/GFA	\$2.02
Day Care	565	sq ft/GFA	\$4.11
Bank	912	sq ft/GFA	\$4.50
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$0.45
Middle School	522	sq ft/GFA	\$0.31
High School	530	sq ft/GFA	\$0.37
University/College	550	ASF	\$0.49
Religious Institute	560	sq ft/GFA	\$0.41
Library	590	sq ft/GFA	\$2.72
Hospital	610	sq ft/GFA	\$0.92
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$3.78
General Office	710	sq ft/GFA	\$1.29
Medical Office / Clinic	720	sq ft/GFA	\$2.86
Office Park	750	sq ft/GFA	\$1.28

BASE RATE PER PM TRIP \$741

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$1.35
Specialty Retail Center	826	sq ft/GLA	\$0.77
Hardware/Paint Store	816	sq ft/GFA	\$1.38
Nursery/Garden Center	817	sq ft/GFA	\$2.52
Shopping Center	820	sq ft/GLA	\$1.15
Car Sales - New/Used	841	sq ft/GFA	\$1.71
Tire Store	848	Service bay	\$1,510.75
Supermarket	850	sq ft/GFA	\$2.95
Convenience Market	851	sq ft/GFA	\$6.68
Pharmacy	881	sq ft/GFA	\$2.09
Furniture Store	890	sq ft/GFA	\$0.11
Quick Lubrication Vehicle Shop	941	Service Bay	\$2,461.01
Auto Parts & Service Center	943	sq ft/GFA	\$1.85
Service Station/Minimart/Carwash	853	VFP	\$2,543.25
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$1.08
Heavy Industrial	120	sq ft/GFA	\$0.76
Industrial Park	132	sq ft/GFA	\$0.94
Manufacturing	140	sq ft/GFA	\$0.81
Warehousing	150	sq ft/GFA	\$0.36
Mini-Storage	151	sq ft/GFA	\$0.18
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$3.38
Quality Restaurant	931	sq ft/GFA	\$3.25
High Turnover Restaurant	932	sq ft/GFA	\$3.28
Fast Casual	-	sq ft/GFA	\$5.47
Fast Food Restaurant	934	sq ft/GFA	\$8.10
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$3.17

Notes:

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2023 South District Transportation Impact Fee Schedule

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family & Duplex	210	dwelling	\$2,935.53
Multi-Family 1-2 level	220	dwelling	\$2,067.67
Multi-Family 3-10 level	221	dwelling	\$1,357.87
ADU	-	dwelling	\$1,357.87
Multi Family Low-Income	-	dwelling	\$1,234.43
Nursing Home	254	bed	\$676.68
Continuing Care Retirement Comm	255	dwelling	\$373.34
Assisted Living	620	bed	\$513.34
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$1,968.81
Hotel/Motel	320	room	\$1,568.38
Movie Theater	444	sq ft/GFA	\$5.68
Health Club	492	sq ft/GFA	\$6.84
Day Care	565	sq ft/GFA	\$13.93
Bank	912	sq ft/GFA	\$15.24
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$1.53
Middle School	522	sq ft/GFA	\$1.06
High School	530	sq ft/GFA	\$1.26
University/College	550	ASF	\$1.67
Religious Institute	560	sq ft/GFA	\$1.38
Library	590	sq ft/GFA	\$9.20
Hospital	610	sq ft/GFA	\$3.12
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$12.79
General Office	710	sq ft/GFA	\$4.37
Medical Office / Clinic	720	sq ft/GFA	\$9.67
Office Park	750	sq ft/GFA	\$4.34

BASE RATE PER PM TRIP		\$2,509	
Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$4.58
Specialty Retail Center	826	sq ft/GLA	\$2.62
Hardware/Paint Store	816	sq ft/GFA	\$4.68
Nursery/Garden Center	817	sq ft/GFA	\$8.53
Shopping Center	820	sq ft/GLA	\$3.91
Car Sales - New/Used	841	sq ft/GFA	\$5.78
Tire Store	848	Service bay	\$5,115.95
Supermarket	850	sq ft/GFA	\$9.99
Convenience Market	851	sq ft/GFA	\$22.62
Pharmacy	881	sq ft/GFA	\$7.09
Furniture Store	890	sq ft/GFA	\$0.39
Quick Lubrication Vehicle Shop	941	Service Bay	\$8,333.89
Auto Parts & Service Center	943	sq ft/GFA	\$6.27
Service Station/Minimart/Carwash	853	VFP	\$8,612.39
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$3.65
Heavy Industrial	120	sq ft/GFA	\$2.56
Industrial Park	132	sq ft/GFA	\$3.20
Manufacturing	140	sq ft/GFA	\$2.75
Warehousing	150	sq ft/GFA	\$1.20
Mini-Storage	151	sq ft/GFA	\$0.62
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$11.44
Quality Restaurant	931	sq ft/GFA	\$10.99
High Turnover Restaurant	932	sq ft/GFA	\$11.12
Fast Casual	-	sq ft/GFA	\$18.51
Fast Food Restaurant	934	sq ft/GFA	\$27.44
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$10.74

Notes:

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2022 Northeast District Transportation Impact Fee Schedule

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family & Duplex	210	dwelling	\$724.25
Multi-Family 1-2 level	220	dwelling	\$510.13
Multi-Family 3-10 level	221	dwelling	\$335.01
ADU	-	dwelling	\$335.01
Multi Family Low-Income	-	dwelling	\$304.56
Nursing Home	254	bed	\$166.95
Continuing Care Retirement Comm	255	dwelling	\$92.11
Assisted Living	620	bed	\$126.65
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$485.74
Hotel/Motel	320	room	\$386.95
Movie Theater	444	sq ft/GFA	\$1.40
Health Club	492	sq ft/GFA	\$1.69
Day Care	565	sq ft/GFA	\$3.44
Bank	912	sq ft/GFA	\$3.76
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$0.38
Middle School	522	sq ft/GFA	\$0.26
High School	530	sq ft/GFA	\$0.31
University/College	550	ASF	\$0.41
Religious Institute	560	sq ft/GFA	\$0.34
Library	590	sq ft/GFA	\$2.27
Hospital	610	sq ft/GFA	\$0.77
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$3.16
General Office	710	sq ft/GFA	\$1.08
Medical Office / Clinic	720	sq ft/GFA	\$2.39
Office Park	750	sq ft/GFA	\$1.07

BASE RATE PER PM TRIP		\$619	
Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$1.13
Specialty Retail Center	826	sq ft/GLA	\$0.65
Hardware/Paint Store	816	sq ft/GFA	\$1.15
Nursery/Garden Center	817	sq ft/GFA	\$2.11
Shopping Center	820	sq ft/GLA	\$0.96
Car Sales - New/Used	841	sq ft/GFA	\$1.43
Tire Store	848	Service bay	\$1,262.20
Supermarket	850	sq ft/GFA	\$2.46
Convenience Market	851	sq ft/GFA	\$5.58
Pharmacy	881	sq ft/GFA	\$1.75
Furniture Store	890	sq ft/GFA	\$0.10
Quick Lubrication Vehicle Shop	941	Service Bay	\$2,056.13
Auto Parts & Service Center	943	sq ft/GFA	\$1.55
Service Station/Minimart/Carwash	853	VFP	\$2,124.84
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$0.90
Heavy Industrial	120	sq ft/GFA	\$0.63
Industrial Park	132	sq ft/GFA	\$0.79
Manufacturing	140	sq ft/GFA	\$0.68
Warehousing	150	sq ft/GFA	\$0.30
Mini-Storage	151	sq ft/GFA	\$0.15
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$2.82
Quality Restaurant	931	sq ft/GFA	\$2.71
High Turnover Restaurant	932	sq ft/GFA	\$2.74
Fast Casual	-	sq ft/GFA	\$4.57
Fast Food Restaurant	934	sq ft/GFA	\$6.77
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$2.65

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2023 West Plains District Transportation Impact Fee Schedule

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family & Duplex	210	dwelling	\$4,223.70
Multi-Family 1-2 level	220	dwelling	\$2,975.00
Multi-Family 3-10 level	221	dwelling	\$1,953.73
ADU	-	dwelling	\$1,953.73
Multi Family Low-Income	-	dwelling	\$1,776.12
Nursing Home	254	bed	\$973.62
Continuing Care Retirement Comm	255	dwelling	\$537.17
Assisted Living	620	bed	\$738.61
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$2,832.77
Hotel/Motel	320	room	\$2,256.61
Movie Theater	444	sq ft/GFA	\$8.17
Health Club	492	sq ft/GFA	\$9.84
Day Care	565	sq ft/GFA	\$20.05
Bank	912	sq ft/GFA	\$21.93
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$2.20
Middle School	522	sq ft/GFA	\$1.52
High School	530	sq ft/GFA	\$1.82
University/College	550	ASF	\$2.41
Religious Institute	560	sq ft/GFA	\$1.99
Library	590	sq ft/GFA	\$13.24
Hospital	610	sq ft/GFA	\$4.49
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$18.40
General Office	710	sq ft/GFA	\$6.29
Medical Office / Clinic	720	sq ft/GFA	\$13.92
Office Park	750	sq ft/GFA	\$6.25

BASE RATE PER PM TRIP		\$3,610	
Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$6.60
Specialty Retail Center	826	sq ft/GLA	\$3.77
Hardware/Paint Store	816	sq ft/GFA	\$6.73
Nursery/Garden Center	817	sq ft/GFA	\$12.28
Shopping Center	820	sq ft/GLA	\$5.63
Car Sales - New/Used	841	sq ft/GFA	\$8.32
Tire Store	848	Service bay	\$7,360.93
Supermarket	850	sq ft/GFA	\$14.37
Convenience Market	851	sq ft/GFA	\$32.54
Pharmacy	881	sq ft/GFA	\$10.20
Furniture Store	890	sq ft/GFA	\$0.56
Quick Lubrication Vehicle Shop	941	Service Bay	\$11,990.98
Auto Parts & Service Center	943	sq ft/GFA	\$9.02
Service Station/Minimart/Carwash	853	VFP	\$12,391.69
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$5.25
Heavy Industrial	120	sq ft/GFA	\$3.68
Industrial Park	132	sq ft/GFA	\$4.60
Manufacturing	140	sq ft/GFA	\$3.95
Warehousing	150	sq ft/GFA	\$1.73
Mini-Storage	151	sq ft/GFA	\$0.89
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$16.46
Quality Restaurant	931	sq ft/GFA	\$15.82
High Turnover Restaurant	932	sq ft/GFA	\$16.00
Fast Casual	-	sq ft/GFA	\$26.63
Fast Food Restaurant	934	sq ft/GFA	\$39.49
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$15.45

Notes:

Updated Dec 2016 using the ITE Trip Generation Manual, 9th Edition
 Fees are reduced, where applicable, to account for "pass-by" trips

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined as building service, circulation, mechanical and structural should not be included.

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Multi-Family = 3 or more dwelling units with a common wall (SMC 17A.020.130). Cottage housing (SMC 17C.110.350) may also be treated as multi-family 1-2 level.

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Milford's, Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

Fast Food Restaurant = with drive-thru and indoor seating, open breakfast-lunch-dinner, order at register and pay before eating (Ex. McDonalds, Zips, Taco Bell)



2023 Latah District Transportation Impact Fee Schedule

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family & Duplex	210	dwelling	\$7,245.81
Multi-Family 1-2 level	220	dwelling	\$5,103.65
Multi-Family 3-10 level	221	dwelling	\$3,351.65
ADU	-	dwelling	\$3,351.65
Multi Family Low-Income	-	dwelling	\$3,046.96
Nursing Home	254	bed	\$1,670.25
Continuing Care Retirement Comm	255	dwelling	\$921.52
Assisted Living	620	bed	\$1,267.09
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$4,859.65
Hotel/Motel	320	room	\$3,871.24
Movie Theater	444	sq ft/GFA	\$14.02
Health Club	492	sq ft/GFA	\$11.89
Day Care	565	sq ft/GFA	\$24.00
Bank	912	sq ft/GFA	\$7.62
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$3.78
Middle School	522	sq ft/GFA	\$2.61
High School	530	sq ft/GFA	\$3.12
University/College	550	ASF	\$4.13
Religious Institute	560	sq ft/GFA	\$3.41
Library	590	sq ft/GFA	\$22.72
Hospital	610	sq ft/GFA	\$7.69
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$31.57
General Office	710	sq ft/GFA	\$10.80
Medical Office / Clinic	720	sq ft/GFA	\$23.88
Office Park	750	sq ft/GFA	\$10.72

BASE RATE PER PM TRIP		\$6,193	
Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$11.31
Specialty Retail Center	826	sq ft/GLA	\$6.46
Hardware/Paint Store	816	sq ft/GFA	\$11.54
Nursery/Garden Center	817	sq ft/GFA	\$21.06
Shopping Center	820	sq ft/GLA	\$9.65
Car Sales - New/Used	841	sq ft/GFA	\$14.28
Tire Store	848	Service bay	\$12,627.77
Supermarket	850	sq ft/GFA	\$24.66
Convenience Market	851	sq ft/GFA	\$55.83
Pharmacy	881	sq ft/GFA	\$17.49
Furniture Store	890	sq ft/GFA	\$0.95
Quick Maintenance Vehicle Shop	941	Service Bay	\$20,570.67
Auto Parts & Service Center	943	sq ft/GFA	\$15.47
Service Station/Minimart/Carwash	853	VFP	\$21,258.09
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$9.01
Heavy Industrial	120	sq ft/GFA	\$6.32
Industrial Park	132	sq ft/GFA	\$7.90
Manufacturing	140	sq ft/GFA	\$6.78
Warehousing	150	sq ft/GFA	\$2.97
Mini-Storage	151	sq ft/GFA	\$1.53
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$28.23
Quality Restaurant	931	sq ft/GFA	\$27.14
High Turnover Restaurant	932	sq ft/GFA	\$27.45
Fast Casual	-	sq ft/GFA	\$45.68
Fast Food Restaurant	934	sq ft/GFA	\$67.74
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$26.51

Notes:

Updated Dec 2016 using the ITE Trip Generation Manual, 9th Edition
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Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined as building service, circulation, mechanical and structural should not be included.

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Multi-Family = 3 or more dwelling units with a common wall (SMC 17A.020.130). Cottage housing (SMC 17C.110.350) may also be treated as multi-family 1-2 level.

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Fast Food Restaurant = with drive-thru and indoor seating, open breakfast-lunch-dinner, order at register and pay before eating (Ex. McDonalds, Zips, Taco Bell)

Option #6



2023 Downtown District Transportation Impact Fee Schedule

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family & Duplex	210	dwelling	\$238.68
Multi-Family 1-2 level	220	dwelling	\$168.12
Multi-Family 3-10 level	221	dwelling	\$110.40
ADU	-	dwelling	\$110.40
Multi Family Low-Income	-	dwelling	\$100.37
Nursing Home	254	bed	\$55.02
Continuing Care Retirement Comm	255	dwelling	\$30.36
Assisted Living	620	bed	\$41.74
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$160.08
Hotel/Motel	320	room	\$127.52
Movie Theater	444	sq ft/GFA	\$0.46
Health Club	492	sq ft/GFA	\$0.56
Day Care	565	sq ft/GFA	\$0.75
Bank	912	sq ft/GFA	\$1.24
Commercial - Institutional			
Elementary School	200	sq ft/GFA	\$0.12
Middle School	522	sq ft/GFA	\$0.09
High School	400	sq ft/GFA	\$0.10
University/College	550	ASF	\$0.14
Religious Institute	560	sq ft/GFA	\$0.11
Library	590	sq ft/GFA	\$0.75
Hospital	610	sq ft/GFA	\$0.25
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$1.04
General Office	710	sq ft/GFA	\$0.36
Medical Office / Clinic	720	sq ft/GFA	\$0.79
Office Park	750	sq ft/GFA	\$0.35

BASE RATE PER PM TRIP		\$204	
Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$0.37
Specialty Retail Center	826	sq ft/GLA	\$0.21
Hardware/Paint Store	816	sq ft/GFA	\$0.38
Nursery/Garden Center	817	sq ft/GFA	\$0.69
Shopping Center	820	sq ft/GLA	\$0.32
Car Sales - New/Used	841	sq ft/GFA	\$0.47
Tire Store	848	Service bay	\$415.96
Supermarket	850	sq ft/GFA	\$0.81
Convenience Market	851	sq ft/GFA	\$1.84
Pharmacy	881	sq ft/GFA	\$0.58
Furniture Store	890	sq ft/GFA	\$0.03
Quick Lube Car Wash/ Vehicle Shop	941	Service Bay	\$677.61
Auto Parts Service Center	943	sq ft/GFA	\$0.51
Service Station/Minimart/Carwash	853	VFP	\$700.25
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$0.30
Heavy Industrial	120	sq ft/GFA	\$0.21
Industrial Park	132	sq ft/GFA	\$0.26
Manufacturing	140	sq ft/GFA	\$0.22
Warehousing	150	sq ft/GFA	\$0.10
Mini-Storage	151	sq ft/GFA	\$0.05
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$0.93
Quality Restaurant	931	sq ft/GFA	\$0.89
High Turnover Restaurant	932	sq ft/GFA	\$0.90
Fast Casual	-	sq ft/GFA	\$1.50
Fast Food Restaurant	934	sq ft/GFA	\$2.23
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$0.87

Option #6

Notes:

Updated Dec 2016 using the ITE Trip Generation Manual, 9th Edition
Fees are reduced, where applicable, to account for "pass-by" trips

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

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2023 South District Transportation Impact Fee Schedule

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family & Duplex	210	dwelling	\$2,935.53
Multi-Family 1-2 level	220	dwelling	\$2,067.67
Multi-Family 3-10 level	221	dwelling	\$1,357.87
ADU	-	dwelling	\$1,357.87
Multi Family Low-Income	-	dwelling	\$1,234.43
Nursing Home	254	bed	\$676.68
Continuing Care Retirement Comm	255	dwelling	\$373.34
Assisted Living	620	bed	\$513.34
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$1,968.81
Hotel/Motel	320	room	\$1,568.38
Movie Theater	444	sq ft/GFA	\$5.68
Health Club	492	sq ft/GFA	\$6.84
Day Care	565	sq ft/GFA	\$13.95
Bank	912	sq ft/GFA	\$5.20
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$1.53
Middle School	522	sq ft/GFA	\$1.06
High School	530	sq ft/GFA	\$1.26
University/College	550	ASF	\$1.67
Religious Institute	560	sq ft/GFA	\$1.38
Library	590	sq ft/GFA	\$9.20
Hospital	610	sq ft/GFA	\$3.12
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$12.79
General Office	710	sq ft/GFA	\$4.37
Medical Office / Clinic	720	sq ft/GFA	\$9.67
Office Park	750	sq ft/GFA	\$4.34

		BASE RATE PER PM TRIP \$2,509	
Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$4.58
Specialty Retail Center	826	sq ft/GLA	\$2.62
Hardware/Paint Store	816	sq ft/GFA	\$4.68
Nursery/Garden Center	817	sq ft/GFA	\$8.53
Shopping Center	820	sq ft/GLA	\$3.91
Car Sales - New/Used	841	sq ft/GFA	\$5.78
Tire Store	848	Service bay	\$5,115.95
Supermarket	850	sq ft/GFA	\$9.99
Convenience Market	851	sq ft/GFA	\$22.62
Pharmacy	881	sq ft/GFA	\$7.09
Furniture Store	890	sq ft/GFA	\$0.39
Quick Lubrication Vehicle Shop	941	Service Bay	\$8,333.89
Auto Parts Service Center	943	sq ft/GFA	\$6.27
Service Station/Minimart/Carwash	853	VFP	\$8,612.39
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$3.65
Heavy Industrial	120	sq ft/GFA	\$2.56
Industrial Park	132	sq ft/GFA	\$3.20
Manufacturing	140	sq ft/GFA	\$2.75
Warehousing	150	sq ft/GFA	\$1.20
Mini-Storage	151	sq ft/GFA	\$0.62
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$11.44
Quality Restaurant	931	sq ft/GFA	\$10.99
High Turnover Restaurant	932	sq ft/GFA	\$11.12
Fast Casual	-	sq ft/GFA	\$18.51
Fast Food Restaurant	934	sq ft/GFA	\$27.44
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$10.74

Option #6

Notes:

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Definitions:

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2023 West Plains District Transportation Impact Fee Schedule

BASE RATE PER PM TRIP \$3,976

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family & Duplex	210	dwelling	\$4,651.92
Multi-Family 1-2 level	220	dwelling	\$3,276.62
Multi-Family 3-10 level	221	dwelling	\$2,151.81
ADU	-	dwelling	\$2,151.81
Multi Family Low-Income	-	dwelling	\$1,956.19
Nursing Home	254	bed	\$1,072.33
Continuing Care Retirement Comm	255	dwelling	\$591.63
Assisted Living	620	bed	\$813.49
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$3,119.97
Hotel/Motel	320	room	\$2,485.40
Movie Theater	444	sq ft/GFA	\$9.00
Health Club	492	sq ft/GFA	\$10.84
Day Care	565	sq ft/GFA	\$22.08
Bank	912	sq ft/GFA	\$24.15
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$2.42
Middle School	522	sq ft/GFA	\$1.68
High School	530	sq ft/GFA	\$2.00
University/College	550	ASF	\$2.65
Religious Institute	568	sq ft/GFA	\$2.19
Library	90	sq ft/GFA	\$14.58
Hospital	10	sq ft/GFA	\$4.94
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$20.27
General Office	710	sq ft/GFA	\$6.93
Medical Office / Clinic	720	sq ft/GFA	\$15.33
Office Park	750	sq ft/GFA	\$6.88

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$7.26
Specialty Retail Center	826	sq ft/GLA	\$4.15
Hardware/Paint Store	816	sq ft/GFA	\$7.41
Nursery/Garden Center	817	sq ft/GFA	\$13.52
Shopping Center	820	sq ft/GLA	\$6.20
Car Sales - New/Used	841	sq ft/GFA	\$9.17
Tire Store	848	Service bay	\$8,107.22
Supermarket	850	sq ft/GFA	\$15.83
Convenience Market	851	sq ft/GFA	\$35.84
Pharmacy	881	sq ft/GFA	\$11.23
Furniture Store	890	sq ft/GFA	\$0.61
Quick Lubrication Vehicle Shop	941	Service Bay	\$13,206.68
Auto Parts & Service Center	943	sq ft/GFA	\$9.93
Service Station/Minimart/Carwash	853	VFP	\$13,648.02
Industrial			
Light Industrial High Technology	110	sq ft/GFA	\$5.79
Heavy Industrial	120	sq ft/GFA	\$4.06
Industrial Park	132	sq ft/GFA	\$5.07
Manufacturing	140	sq ft/GFA	\$4.35
Warehousing	150	sq ft/GFA	\$1.91
Mini-Storage	151	sq ft/GFA	\$0.98
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$18.13
Quality Restaurant	931	sq ft/GFA	\$17.42
High Turnover Restaurant	932	sq ft/GFA	\$17.62
Fast Casual	-	sq ft/GFA	\$29.33
Fast Food Restaurant	934	sq ft/GFA	\$43.49
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$17.02

Option #6

Notes:

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2023 Downtown District Transportation Impact Fee Schedule

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family & Duplex	210	dwelling	\$948.87
Multi-Family 1-2 level	220	dwelling	\$668.35
Multi-Family 3-10 level	221	dwelling	\$438.91
ADU	-	dwelling	\$438.91
Multi Family Low-Income	-	dwelling	\$399.01
Nursing Home	254	bed	\$218.73
Continuing Care Retirement Comm	255	dwelling	\$120.68
Assisted Living	620	bed	\$165.93
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$636.39
Hotel/Motel	320	room	\$506.96
Movie Theater	444	sq ft/GFA	\$1.84
Health Club	492	sq ft/GFA	\$2.21
Day Care	565	sq ft/GFA	\$4.00
Bank	912	sq ft/GFA	\$4.00
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$0.49
Middle School	532	sq ft/GFA	\$0.34
High School	545	sq ft/GFA	\$0.41
University/College	550	ASF	\$0.54
Religious Institute	560	sq ft/GFA	\$0.45
Library	590	sq ft/GFA	\$2.97
Hospital	610	sq ft/GFA	\$1.01
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$4.13
General Office	710	sq ft/GFA	\$1.41
Medical Office / Clinic	720	sq ft/GFA	\$3.13
Office Park	750	sq ft/GFA	\$1.40

BASE RATE PER PM TRIP		\$811	
Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$1.48
Specialty Retail Center	826	sq ft/GLA	\$0.85
Hardware/Paint Store	816	sq ft/GFA	\$1.51
Nursery/Garden Center	817	sq ft/GFA	\$2.76
Shopping Center	820	sq ft/GLA	\$1.26
Car Sales - New/Used	841	sq ft/GFA	\$1.87
Tire Store	848	Service bay	\$1,653.66
Supermarket	850	sq ft/GFA	\$3.23
Convenience Market	851	sq ft/GFA	\$7.31
Pharmacy	881	sq ft/GFA	\$2.29
Furniture Store	890	sq ft/GFA	\$0.12
Quick-Service Vehicle Shop	941	Service Bay	\$2,693.82
Auto Repair & Service Center	943	sq ft/GFA	\$2.03
Service Station/Minimart/Carwash	853	VFP	\$2,783.84
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$1.18
Heavy Industrial	120	sq ft/GFA	\$0.83
Industrial Park	132	sq ft/GFA	\$1.03
Manufacturing	140	sq ft/GFA	\$0.89
Warehousing	150	sq ft/GFA	\$0.39
Mini-Storage	151	sq ft/GFA	\$0.20
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$3.70
Quality Restaurant	931	sq ft/GFA	\$3.55
High Turnover Restaurant	932	sq ft/GFA	\$3.59
Fast Casual	-	sq ft/GFA	\$5.98
Fast Food Restaurant	934	sq ft/GFA	\$8.87
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$3.47

Option #4

Notes:

Updated Dec 2016 using the ITE Trip Generation Manual, 9th Edition
 Fees are reduced, where applicable, to account for "pass-by" trips

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined as building service, circulation, mechanical and structural should not be included.

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Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

Fast Food Restaurant = with drive-thru and indoor seating, open breakfast-lunch-dinner, order at register and pay before eating (Ex. McDonalds, Zips, Taco Bell)



2023 South District Transportation Impact Fee Schedule

Latah area is part of
the South District in
Option #4.

BASE RATE PER PM TRIP **\$4,069**

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family & Duplex	210	dwelling	\$4,760.73
Multi-Family 1-2 level	220	dwelling	\$3,353.26
Multi-Family 3-10 level	221	dwelling	\$2,202.14
ADU	-	dwelling	\$2,202.14
Multi Family Low-Income	-	dwelling	\$2,001.95
Nursing Home	254	bed	\$1,097.41
Continuing Care Retirement Comm	255	dwelling	\$605.47
Assisted Living	620	bed	\$832.52
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$3,192.94
Hotel/Motel	320	room	\$2,543.53
Movie Theater	444	sq ft/GFA	\$9.21
Health Club	492	sq ft/GFA	\$11.10
Day Care	565	sq ft/GFA	\$22.60
Bank	912	sq ft/GFA	\$4.14
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$2.48
Middle School	522	sq ft/GFA	\$1.72
High School	530	sq ft/GFA	\$2.05
University/College	550	ASF	\$2.72
Religious Institute	560	sq ft/GFA	\$2.24
Library	590	sq ft/GFA	\$14.93
Hospital	610	sq ft/GFA	\$5.06
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$20.74
General Office	710	sq ft/GFA	\$7.09
Medical Office / Clinic	720	sq ft/GFA	\$15.69
Office Park	750	sq ft/GFA	\$7.05

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$7.43
Specialty Retail Center	826	sq ft/GLA	\$4.25
Hardware/Paint Store	816	sq ft/GFA	\$7.58
Nursery/Garden Center	817	sq ft/GFA	\$13.84
Shopping Center	820	sq ft/GLA	\$6.34
Car Sales - New/Used	841	sq ft/GFA	\$9.38
Tire Store	848	Service bay	\$8,296.85
Supermarket	850	sq ft/GFA	\$16.20
Convenience Market	851	sq ft/GFA	\$36.68
Pharmacy	881	sq ft/GFA	\$11.49
Furniture Store	890	sq ft/GFA	\$0.63
Quick Lubrication Vehicle Shop	941	Service Bay	\$13,515.59
Auto Parts Service Center	943	sq ft/GFA	\$10.16
Service Station/Minimart/Carwash	853	VFP	\$13,967.25
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$5.92
Heavy Industrial	120	sq ft/GFA	\$4.15
Industrial Park	132	sq ft/GFA	\$5.19
Manufacturing	140	sq ft/GFA	\$4.46
Warehousing	150	sq ft/GFA	\$1.95
Mini-Storage	151	sq ft/GFA	\$1.01
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$18.55
Quality Restaurant	931	sq ft/GFA	\$17.83
High Turnover Restaurant	932	sq ft/GFA	\$18.04
Fast Casual	-	sq ft/GFA	\$30.02
Fast Food Restaurant	934	sq ft/GFA	\$44.51
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$17.42

Notes:

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Definitions:

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GFA= Gross Floor Area

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High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

Fast Food Restaurant = with drive-thru and indoor seating, open breakfast-lunch-dinner, order at register and pay before eating (Ex. McDonalds, Zips, Taco Bell)



2023 West Plains District Transportation Impact Fee Schedule

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family & Duplex	210	dwelling	\$4,167.54
Multi-Family 1-2 level	220	dwelling	\$2,935.44
Multi-Family 3-10 level	221	dwelling	\$1,927.75
ADU	-	dwelling	\$1,927.75
Multi Family Low-Income	-	dwelling	\$1,752.50
Nursing Home	254	bed	\$960.67
Continuing Care Retirement Comm	255	dwelling	\$530.03
Assisted Living	620	bed	\$728.79
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$2,795.10
Hotel/Motel	320	room	\$2,226.61
Movie Theater	444	sq ft/GFA	\$8.06
Health Club	492	sq ft/GFA	\$9.71
Day Care	565	sq ft/GFA	\$19.78
Bank	912	sq ft/GFA	\$21.64
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$2.17
Middle School	522	sq ft/GFA	\$1.96
High School	530	sq ft/GFA	\$1.96
University/College	550	ASF	\$38
Religious Institute	560	sq ft/GFA	\$1.96
Library	590	sq ft/GFA	\$13.07
Hospital	610	sq ft/GFA	\$4.43
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$18.16
General Office	710	sq ft/GFA	\$6.21
Medical Office / Clinic	720	sq ft/GFA	\$13.73
Office Park	750	sq ft/GFA	\$6.17

BASE RATE PER PM TRIP		\$3,562	
Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$6.51
Specialty Retail Center	826	sq ft/GLA	\$3.72
Hardware/Paint Store	816	sq ft/GFA	\$6.64
Nursery/Garden Center	817	sq ft/GFA	\$12.11
Shopping Center	820	sq ft/GLA	\$5.55
Car Sales - New/Used	841	sq ft/GFA	\$8.21
Tire Store	848	Service bay	\$7,263.06
Supermarket	850	sq ft/GFA	\$14.18
Convenience Market	851	sq ft/GFA	\$32.11
Pharmacy	881	sq ft/GFA	\$10.06
Furniture Store	890	sq ft/GFA	\$0.55
Quick Lubrication Vehicle Shop	941	Service Bay	\$11,831.54
Auto Parts & Service Center	943	sq ft/GFA	\$8.90
Service Station/Minimal Car Wash	853	VFP	\$12,226.92
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$5.18
Heavy Industrial	120	sq ft/GFA	\$3.63
Industrial Park	132	sq ft/GFA	\$4.54
Manufacturing	140	sq ft/GFA	\$3.90
Warehousing	150	sq ft/GFA	\$1.71
Mini-Storage	151	sq ft/GFA	\$0.88
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$16.24
Quality Restaurant	931	sq ft/GFA	\$15.61
High Turnover Restaurant	932	sq ft/GFA	\$15.79
Fast Casual	-	sq ft/GFA	\$26.28
Fast Food Restaurant	934	sq ft/GFA	\$38.96
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$15.25

Option #4

Notes:

Updated Dec 2016 using the ITE Trip Generation Manual, 9th Edition
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Definitions:

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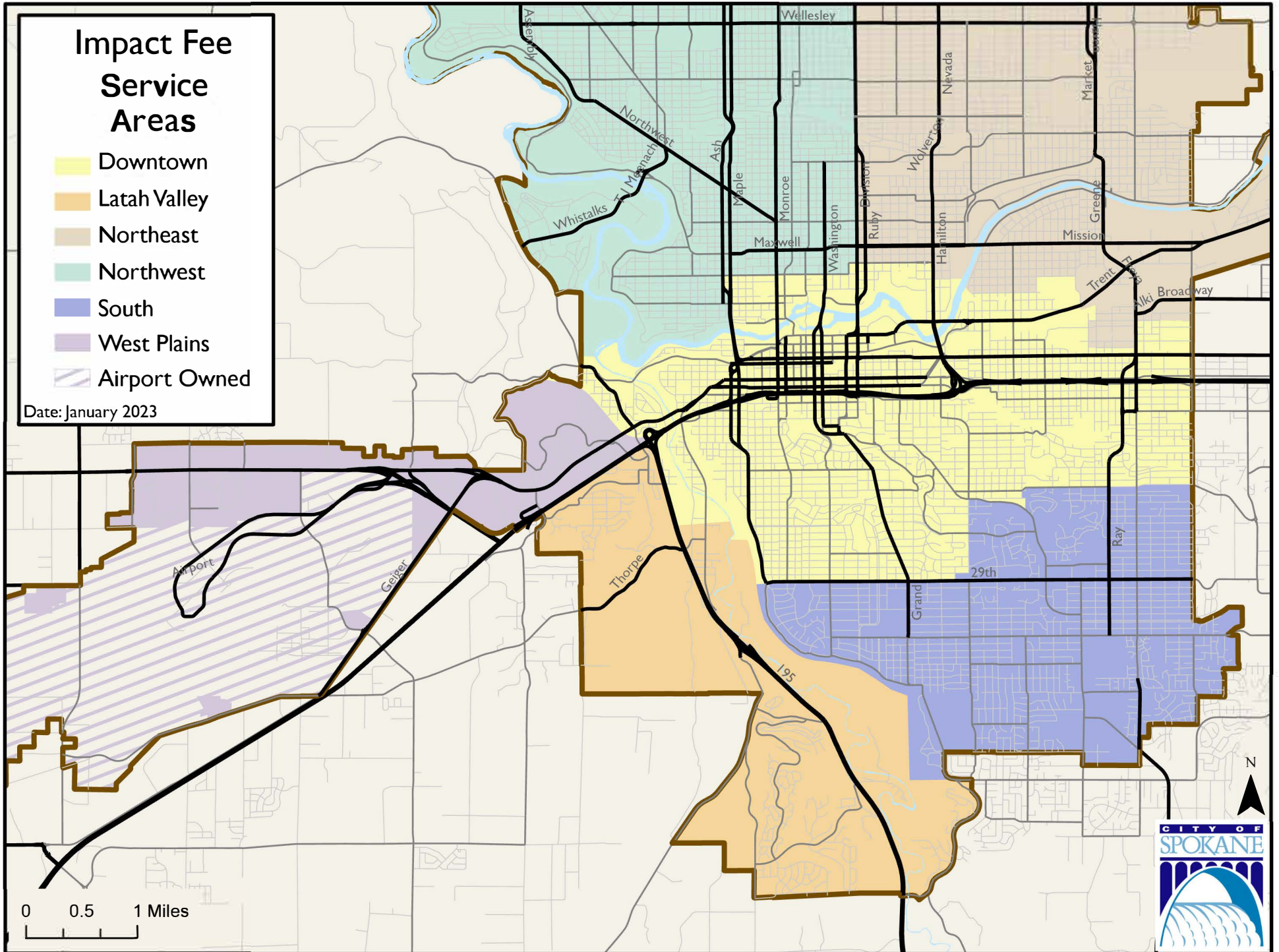
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Appendix B



Appendix D - Impact Fee Project List

Project	Description	Estimated Cost (in 2022 dollars)	Needed from Impact Fees	Option 7 Districts
5th Ave / Sherman St	Intersection - Install new traffic signal	\$858,004	\$465,639	D
Ash Street 2-way from Broadway to Dean	Convert Ash Street to a 2-way street to allow access to Maple Street Bridge SB.	\$296,182	\$133,282	D
D Bicycle Improvements	stripe bike facilities on arterials, , crossing improvements	\$500,000	\$225,000	D
D Pedestrian Improvements	install pedestrian facilities on arterials	\$500,000	\$225,000	D
Assembly St / Francis Ave (SR291)	Intersection - Construct Roundabout	\$3,090,000	\$1,545,000	NW
Indian Trail Rd - Kathleen to Barnes	Widening - Construct to 5-lane section	\$4,100,000	\$2,050,000	NW
Wellesley / Driscoll	WB right turn lane	\$31,000	\$15,500	NW
Wellesley / Assembly	signal	\$1,030,000	\$515,000	NW
Francis/Alberta	modify NB and SB lanes to allow protected phasing	\$824,000	\$412,000	NW
Francis/Maple	add WBR lane	\$824,000	\$412,000	NW
NW Bicycle Improvements	stripe bike facilities on arterials	\$100,000	\$50,000	NW
NW Pedestrian Improvements	install pedestrian facilities on arterials	\$100,000	\$50,000	NW
29th Ave / Freya St	Stripe EBL and WBL turn lanes, and widen for NB and SB left turn lane. Keep 4-way stop.	\$167,707	\$52,828	S
29th/ Regal	EBR slip lane, bike lanes N-S, new cabinet, signal pole	\$520,000	\$145,080	S
37th / Ray, 37th/Freya	37th/Ray roundabout or realignment with signal. Includes modifications to Ferris High School driveways. Signalize 37th/Freya.	\$5,810,826	\$3,294,738	S
57th/Hatch	Reconfigure and install signal	\$1,654,933	\$908,558	S
44th/Regal	Widen northbound approach to 2 lanes	\$598,679	\$134,703	S
Freya / Palouse Hwy	roundabout (or turn lanes)	\$4,987,000	\$2,154,384	S
S Bicycle Improvements	stripe bike facilities on arterials	\$250,000	\$112,500	S
S Pedestrian Improvements	install pedestrian facilities on arterials	\$250,000	\$112,500	S
Lindeke frontage road from 16th to Thorpe	2-3 lane frontage road, with bridge for trail at 16th	\$9,300,000	\$5,022,000	L
US 195/Meadowlane	intersection improvement with J-turns	\$809,663	\$809,663	L
Inland Empire Way two-way	provide 2 way roadway from Cheney-Spokane to downtown	\$9,200,000	\$4,140,000	L
BNSF Tunnel on Thorpe - PE and concept eval	widen existing tunnel or bore new pedestrian tunnel	\$1,400,000	\$819,000	L
Fish Lake Trail Tunnel on Thorpe - PE and concept eval	replace with bridge to provide wider roadway	\$600,000	\$351,000	L
Qualchan and Cheney-Spokane Path	pathway from Lincoln Blvd to Yokes	\$1,093,917	\$492,263	L
Cheney-Spokane restripe and bike path	Qualchan to Interchange	\$1,860,627	\$837,282	L
Lincoln Rd / Nevada St	Intersection Improvements - Construct separate eastbound and westbound left-turn lanes; include west leg widening and construction of 3-lane east of Nevada 1000'	\$1,545,000	\$772,500	NE
Mission/Havana	signal or protected receiving lane for NB left.	\$824,000	\$412,000	NE
Crestline / Magnesium	add EBR turn lane, two lanes for NB, all-way stop.	\$670,000	\$335,000	NE
Nevada / Magnesium	left turn protected-permitted phasing, restripe for WBL and EBL turn lanes, add WBR, one through lane east-west, maybe ROW on NE corner	\$1,030,000	\$515,000	NE
Sprague/Freya	Add NBR turn lane	\$503,000	\$251,500	NE
NE Bicycle Improvements	stripe bike facilities on arterials	\$100,000	\$50,000	NE
NE Pedestrian Improvements	install pedestrian facilities on arterials	\$100,000	\$50,000	NE
21st Avenue: Hazelwood to Lucas, Technology to Spotted	segment - construct new 3-lane arterial	\$10,715,560	\$5,786,402	WP
21st Avenue: Lucas Drive to Flint (built)	segment - construct new 3-lane arterial	\$1,485,553	\$1,485,553	WP
12th Avenue: Deer Heights to Flint	segment - construct new 3-lane arterial	\$3,733,396	\$2,016,034	WP
12th-14th Avenue: Campus to Russell	segment - construct new arterial	\$7,506,982	\$4,053,770	WP
Sidewalk on Lindeke	from 13th to 16th	\$1,114,474	\$501,513	L
Rustle Street Bridge Widening for Non-Motorized users	add non-motorized	\$5,872,347	\$2,642,556	L
Sidewalk on Grandview	from Garden Springs-Rustle to 17th	\$903,578	\$406,610	L
Sunset Highway/Assembly	new signal	\$823,690	\$474,445	WP
Sunset/Government Way	signal upgrades to protected-permitted phasing	\$354,007	\$130,629	D
W Bicycle Improvements	stripe bike facilities on arterials or US 2 Bike Path	\$50,000	\$22,500	WP
W Pedestrian Improvements	install pedestrian facilities on arterials	\$50,000	\$22,500	WP
Total Project Cost		\$88,138,125	\$45,413,433	



Agenda Sheet for City Council Meeting of:

03/13/2023

Date Rec'd	3/1/2023
Clerk's File #	ORD C36369
Renews #	

Submitting Dept	PUBLIC WORKS	Cross Ref #	
Contact Name/Phone	MARLENE FEIST 6505	Project #	
Contact E-Mail	MFEIST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Emergency Ordinance	Requisition #	
Agenda Item Name	5200 - GFC CHARGES FOR WATER AND WASTEWATER		

Agenda Wording

An ordinance updating General Facilities Charges (GFCs) for water and wastewater, amending SMC sections 13.03.0730, 13.03.0732; and adopting a new section 13.03.0734 to chapter 13.03 of the Spokane Municipal Code; and 13.04.2040, 13.04.2042;

Summary (Background)

Council placed a building moratorium in the Latah Valley in fall 2022. The moratorium ordinance required an update to the General Facilities Charges the City collects for new connections to its water and wastewater systems. The fee is designed to represent a proportionate share of the capital investment needed for new capacity to support growth. Without adequate GFCs, the City's current utility customers would bear the burden of paying for new capacity. GFCs haven't been updated for 20 years.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Budget Account

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

Approvals

Council Notifications

Dept Head	FEIST, MARLENE	Study Session\Other	SS 2-16-23 / PIES 2-27-23
Division Director	FEIST, MARLENE	Council Sponsor	CM Kinnear; CP Beggs
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	SCHOEDEL, ELIZABETH	mfeist@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	ESchoedel@spokanecity.org	
Additional Approvals		kemiller@spokanecity.org	
Purchasing		rgennett@spokanecity.org	
		lsearl@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

and adopting a new section 13.04.2044 to chapter 13.04 of the Spokane Municipal Code; and setting an effective date and declaring an emergency.

Summary (Background)

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

Distribution List

ORDINANCE NO. C36369

AN ORDINANCE relating to GFC public utilities and services; amending SMC sections 13.03.0730, 13.03.0732; and adopting a new section 13.03.0734 to chapter 13.03 of the Spokane Municipal Code; and 13.04.2040, 13.04.2042; and adopting a new section 13.04.2044 to chapter 13.04 of the Spokane Municipal Code; and setting an effective date and declaring an emergency.

WHEREAS, the Spokane City Council last adopted General Facility Charges (GFC) for water and sewer infrastructure connections in 2002; and

WHEREAS, since adoption, the GFC have not been updated and are grossly out of date with current costs and expenses associated with building new infrastructure capacity; and

WHEREAS, the City has engaged a consultant, FCS Group, to study its utility rates and charges, including GFCs. The GFC Study was initiated to address both existing and future challenges related to development and requests for capacity in the City's sewer and water systems; and

WHEREAS, FCS completed its study of new capacity costs and based on analysis, shows the City's GFCs are grossly out of date and do not cover costs associated with growth and system demand for capacity; and

WHEREAS, the City Council recently adopted Ordinance No. C36276 imposing a moratorium regarding building permit applications for residential structures in the Latah/Hangman and Grandview/Thorpe Neighborhoods, and declaring an emergency (the "Moratorium"); and

WHEREAS, the City Council adopted the Moratorium to give the City time ~~it is~~ to update the City's GFCs (and Transportation Impact Fees) so that the fees are (1) adequate to cover the cost of system improvements that are reasonably related to new growth and development occurring and anticipated in the City; (2) do not exceed a proportionate share of the costs of system improvements that are reasonably related to the new development, and (3) will be used for system improvements that will reasonably benefit the new development; and

WHEREAS, the City conducted a detailed analysis of both water and sewer projects used to calculate the updated GFCs in order to (1) remove the cost of correcting any existing deficiencies and (2) to include project costs associated with providing additional capacity that will reasonably benefit new growth and development; and

WHEREAS, Chapter 13.03 SMC and Chapter 13.04 SMC, as amended by this Ordinance, is consistent with the City's Comprehensive Plan, which recognizes GFC charges as a mechanism to fund capital improvement so new growth and development

activity that has an impact upon utility facilities pays a proportionate share of the cost of facilities that reasonably benefit the development; and

WHEREAS, without appropriate GFCs, the cost of constructing new water and sewer capacity for growth would result in a higher burden on customers and ratepayers already connected to these utility systems; and

WHEREAS, the City Council finds that the updated GFCs approved by this Ordinance (a) will be imposed for system improvements that are reasonably related to new growth and development, (b) will not exceed a proportionate share of the costs of system improvements that are reasonably related to the new development, and (c) will be used for system improvements that will reasonably benefit the new development; and

WHEREAS, the City Council adopts the foregoing as its findings of fact justifying its adoption of this Ordinance and documenting the existence of an emergency allowing this Ordinance to become effective immediately upon adoption;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1: That SMC section 13.03.0730 is amended to read as follows:

13.03.0730 Wastewater General Facilities Charge General Provision – Long Connections

A. There is hereby imposed a wastewater General Facilities Charge (GFC). The GFC is a utility rate surcharge assessed at the time of connection or service upgrade. Its purpose is to defray costs to the general utility system as a result of ~~((created by))~~ new system demand, such as costs of providing increased system capacity for new or increased demand and other capital costs. ~~((Nothing in the))~~ The GFC program is separate from ~~((affects))~~ local improvement districts, latecomer charges or other special connection charges.

B. The GFC charge is collected at the time of connection, time of application for a building permit, or other time as deemed most administratively convenient by the director and shall be considered a contribution to capital and not a cost of providing service.

1. The amount of the wastewater GFC for wastewater (sewer) utility connections will be based on water ~~((tap))~~ meter size for domestic water service to the premises, since water ~~((tap))~~ meter size provides a measure of domestic water use and, correspondingly, wastewater generated.

2. In case of a planned unit development, binding site plan, or other circumstance where a new direct customer connection is not made to the sewer system, but where there is the effect of a new dwelling unit or customer demand increase, as

where new dwelling units are added to a master meter account, a GFC shall be assessed in like manner as if the demand upgrade were through a direct new customer connection unless the GFC charge was previously included in the purchase of the master meter. New dwelling unit shall include without limitation, accessory dwelling units (ADU) and other residential units co-located on a property as these additions have a direct impact on the utility system.

C. Long Connection Option.

1. Where a customer near an area with existing utility service desires to connect to such utility service where ((because)) lines have not yet been extended for direct service to the customer's area or property (a "long connection"), the director may allow a long connection to existing facilities. The decision to allow a long connection is discretionary, considering the needs of the existing customers, the limits of the current system or any other appropriate factors.
2. As a condition of a long connection, the customer must satisfy any conditions imposed by the director, including obtaining any necessary easements, payment of all costs of additional installations, and payment of a non refundable charge determined by the director based on engineering principles estimated to be what the customer would be required to pay if connection were deferred until direct service became available.
 - a. Such charge may be accepted as a nonrefundable prepayment for the size of the connection furnished.
 - b. This option may also be applied to upgrades.

Section 2: That SMC section 13.03.0732 is amended to read as follows:

13.03.0732 Wastewater General Facilities Charge (GFC) –Schedule of Charges

A. Findings – General Facilities Charge.

The City Council finds:

1. General facilities charges are intended to defray costs created by new system demand, such as costs of providing increased system capacity for new or increased demand and other capital costs associated with new connections and equitable share of the cost of the system. ((under the previous system providing for collection of latecomer connection charges under chapter 35.91 RCW or special connection changes under RCW 35.92.025, customers happening to connect in certain areas must pay extra costs, although the primary benefit of access to the public sewer system is the same to a new customer, whether the customer is within or outside an area subject to such special connection charges.

~~a. Additionally, upgraded customers moving from a smaller to a larger connection capacity gain additional system benefits, but may otherwise escape paying a special connection or latecomer charge, once having connected and paid an initial connection charge based on a smaller size connection;))~~

~~2. ((undue administrative burdens and costs are created in administering various connection and latecomer charges, each of which may have differing effective dates and which may also have differing limits in terms of allowable interest accruing on such payments as well as the period or periods such charges may be collected;~~

~~3.--)) there is a system-wide benefit, served by a uniform, adjustable GFC, in encouraging system growth through infilling certain unserved areas and considering that expanding the overall customer rate base and customer densities will reduce fixed costs which must otherwise be spread over all classes of ratepayers;~~

~~((4.— It is in the public interest to provide for a more uniform rate structure and to replace individual area connection or latecomer fees with a single GFC rate, except only as may be distinguished by the size of connection or connection upgrade, as provided hereafter;))~~

~~3. it is ((further)) in the public interest that those adding additional costs or burdens to the City sewer system by creating need and demand for new system growth and infill needs in the City sewer system should pay ((a GFC therefor. Such customers should be treated and classified in common with customers formerly also subject to a special connection or latecomer connection charge, so that only one)) uniform GFC for all ((should be paid by all customers with)) new or upgraded utility service.~~

~~((B. Findings — Central Incentives Area (CIA).))~~

~~((The City Council finds:~~

~~1. Washington State's growth management laws, including RCW 36.70A.110, encourage development first within existing urban areas before moving to other areas.~~

~~2. the City of Spokane's comprehensive plan and state growth management policies encourage the "infilling" of developed areas that still have some growth capacity. A consequence of not doing this is sprawling development out in long corridors or scattered areas, making the extension of needed urban services more expensive and less efficient for the public;~~

~~3. costs of encouraging development in more densely populated areas already served by existing utility lines is lower than extending new lines to more remote undeveloped areas. Existing utility lines are installed and designed to serve the full growth potential of an area, so it is an unwise use of resources to continue extending lines where some growth can still occur in developed areas;~~

~~4. the CIA established herein is in the category of a more densely populated area rather than a more remote, undeveloped area. The savings that City sewer and water utilities realize by encouraging development in the CIA, through not assessing a GFC to customers located there, is roughly proportional to the loss of the GFC revenues;~~

~~5. ((properties within the CIA are identified as generally of lower value investment than other areas served.)) The opportunity for new development in the CIA to recover acceptable investment value is of a more marginal, doubtful and unlikely character than customers connecting in areas outside the CIA. Adding a GFC to the class of customers in the CIA would make it significantly more difficult for further development or new connections in such areas. This result is contrary to public policy, growth management laws and responsible utility system management for the overall benefit of the ratepayers. Encouraging development in the CIA will benefit the City sewer and water utilities by new customer revenues, which would otherwise be lost if a GFC were assessed because such development would be less likely to occur;~~

~~6. the CIA as an area substantially deficient in development and heavily populated with low income and fixed income, poor or elderly customers;~~

~~7. there is a reasonable basis to classify customers seeking connection to premises in an CIA not to be subject to a GFC.~~

~~C. Empowerment Zone The boundaries of the CIA are:~~

~~On the west, the Spokane River;~~

~~On the south, a line running from Latah Creek to 9th Avenue, then east on 9th Avenue to Lincoln Street, then north on Lincoln Street to 5th Avenue, then east on 5th Avenue to Sherman Street, then south on Sherman Street to 9th Avenue, then east on 9th Avenue from Sherman Street to Havana Street;~~

~~On the east, a line running north on Havana Street from 9th Avenue to Francis Avenue, excluding Minnehaha Park and Esmerelda Golf Course;~~

~~On the north, a line running west along Francis Avenue from Havana to Division Street, then south on Division Street to Indiana Avenue, then west on Indiana Avenue to Monroe Street, then north on Monroe Street to Garland Avenue, then west on Garland Avenue to Ash Street, then south on Ash Street to Fairview Avenue, then west on Fairview Avenue~~

to Cochran Street, then south on Cochran Street and T.J. Meenach Drive to the Spokane River; and

All land within the ~~((City Limits of the City of Spokane which is))~~ geographic boundaries of an established Public Development Authority (PDA) board established cooperatively between the City and County shall be exempt from GFC charges. ~~((owned or controlled by, or subject to a proprietary interest of, the Spokane Airport Board.))~~

The Director of Public Works shall maintain a copy of the map of the CIA ([Attachment A to this ordinance](#)) for public inspection.

~~D.))~~ B. Charge for new service or new upgrades ~~((inside the CIA: No charge.~~

~~E. Service Outside the CIA.))~~

1. For new service or new upgrades to existing service from the City sewer system, a wastewater GFC is assessed as provided based on the schedules in SMC 13.03.0734. ~~((hereafter.))~~ The charge will be based on the water ~~((tap))~~ meter size that would otherwise be required for the facility without fire flow and/or irrigation flow.

- a. Upgrades are charged at the current difference between the old and new connection size charges.

((TYPE	WATER TAP SIZE	SEWER CHARGE
House*	NA	\$2,400
Duplex	NA	\$4,800
Multi-family**	2 or less	
Multi-family	3 inches	\$12,468
Multi-family	4 inches	\$19,194
Multi-family	6 inches	\$35,265
Multi-family	8 inches	\$54,299
Multi-family	10 inches	\$75,876
Multi-family	12 inches	\$99,753
Commercial	1 inch or less	\$2,400
Commercial	2 inches	\$6,787
Commercial	3 inches	\$12,468
Commercial	4 inches	\$19,194
Commercial	6 inches	\$35,265
Commercial	8 inches	\$54,299
Commercial	10 inches	\$75,876
Commercial	12 inches	\$99,753))

~~((^{*} In a PUD, each house is charged individually the rate listed for "House".
^{**} Multi-family represents three or more living units.))~~

~~2. ((The wastewater GFC is intended to supersede all prior special connection capital charges assessed to defray an equitable share of the cost of the City sewer system, except for such charges the City may be bound to continue pursuant to chapter 35.91 RCW (Developer Latecomer Charges) or which the City otherwise remains legally bound to collect.~~

~~a. Except for such charges, it is the intent of the City Council to supersede all previous special connection capital charges of any form or nature, replacing all such charges with a single wastewater GFC for any new connections or connection or service demand upgrades to the City sewer system at any location served by said system.~~

~~b.))The GFC is to be used to finance impacts to the system created by new system growth and infill needs created by new or upgraded customers.~~

~~((c. In the case of latecomer contracts entered into under chapter 35.91 RCW and the like, the GFC herein supersedes the amount to be collected from a party seeking connection. However, any GFC collected does not increase or decrease amounts the City may previously have contracted to reimburse to a third party at the time of allowing a connection, said parties to be paid by the City as provided under the pre-existing contract.~~

~~d. Hereinafter consistent with this ordinance, the Director of Public Works may make provision for reimbursement of third parties for facility construction costs, but hereafter, the amount of reimbursement per connection shall not exceed the GFC amount collected, which may change from year to year as the City Council may adjust the GFC.))~~

3. Annual Increase: The GFC Charges in SMC 13.03.0734 are generated from a rate study, one copy which shall be kept on file with the office of the city clerk and which was adopted and incorporated herein by reference. GFC charges in SMC 13.03.0734 will increase annually based on a five-year rolling average of the Engineering News Record Construction Cost Index calculated by City Staff, for the previous year. This annual increase will start January 1, 2024 and occur each January 1 thereafter. Comprehensive review and update of GFC charges should be conducted at least every (5) years, but no more frequently than three (3) years.

4. Adjustments.

Prior Payment of Similar Charges: The charge for a wastewater connection can be adjusted for facilities with water tap sizes two inches and greater when the tap size also accounts for fire flow and/or irrigation flow upon a showing of prior payment of similar charges, or for other sound considerations of fairness, as determined by the Wastewater Management Director.

- a. To be eligible for such adjustment, a party required to pay a wastewater GFC must submit a written application to the Wastewater Management Director, together with any supporting materials and explanation. The Wastewater Management Director must receive such materials at the time of application for connection of the subject premises.
 - b. No adjustment may exceed the amount of the GFC applicable to the connection requested.
5. ~~((4))~~. The wastewater GFC applies in addition to all other ~~((non-capital))~~ connection, permit or other fees required by this code or elsewhere, to parties seeking to connect premises who have not paid an equitable share of the cost of the City's sewer system as determined by the Wastewater Management Director.
6. ~~((5))~~ The charge is due and payable in full at the time of application for connection or as otherwise ordered by the Director of Public Works.
7. ~~((6))~~ The Wastewater Management Director may record appropriate notice with the county auditor concerning areas subject to the wastewater GFC in accord with RCW 65.08.170 and RCW 65.08.180, as applicable.
8. ~~((7))~~ In response to the ongoing local and national housing crisis, the City Council has decided to provide relief to residents and businesses by waiving all applicable fees within this section 13.04.2042 which are associated with the construction of ADUs on lots located at least partially within ½ mile of a Center or Corridor, Context Area, or Downtown zone or CC3 zoning overlay. Distances are measured in a straight line between the zone/overlay boundary to the lot line of the site containing the development. This fee waiver shall expire at 5:00 p.m. on December 31, 2024.

Section 3: That SMC section 13.04.2040 is amended to read as follows:

13.04.2040 Water General Facilities Charge General Provision – Long Connections

- A. There is hereby imposed a water general facilities charge (GFC). The GFC is a utility rate surcharge assessed at the time of connection or service upgrade. Its purpose is to defray costs to the general utility system created by new system demand, such as costs of providing increased system capacity for new or increased demand and other capital costs. ~~((Nothing in the))~~ The GFC program is separate from ~~((affects))~~ local improvement districts, latecomer charges or other special connection charges.

B. The GFC is collected at the time of connection, application for a building permit or other time as deemed most administratively convenient by the director and shall be considered a contribution to capital and not a cost of providing service.

1. The amount of the GFC for water utility connections will be based on water ~~((tap))~~ meter size for domestic and irrigation water service to the premises, not including fire flow.
2. In case of a planned unit development, binding site plan, or other circumstance where a new direct customer connection is not made to the water system, but where there is the effect of a new dwelling unit or customer demand increase, as where new dwelling units are added to a master meter account, a GFC shall be assessed in like manner as if the demand upgrade were through a direct new customer connection unless the GFC charge was previously included in the purchase of the master meter. New dwelling unit shall include without limitation accessory dwelling units (ADU) and other residential units co-located on a property as these additions have a direct impact on the utility system.
3. For those situations where an existing customer requests an increase or larger meter size, the GFC will be assessed based on the current cost difference between the existing meter size and the new size requested.

C. Long Connection Option.

1. Where a customer near an area with existing utility service desires to connect to such utility service where ~~((because))~~ lines have not yet been extended for direct service to the customer's area or property (a "long connection"), the director may allow a long connection to existing facilities. The decision to allow a long connection is discretionary, considering the needs of the existing customers, the limits of the current system or any other appropriate factors.

2. As a condition of a long connection, the customer must satisfy any conditions imposed by the director, including obtaining any necessary easements, payment of all costs of additional installations and payment of a non-refundable charge determined by the director based on engineering principles estimated to be what the customer would be required to pay if connection were deferred until direct service became available. Such charge may be accepted as a nonrefundable prepayment for the size of the connection furnished. This option may also be applied to upgrades.

Section 4: That SMC section 13.04.2042 is amended to read as follows:

13.04.2042 Water General Facilities Charge – Schedule of Charges

A. Findings – General Facilities Charge (GFC).

The City Council finds:

1. The purpose of GFC charges is to defray costs created by new system demand, such as costs of providing increased system capacity for new or increased demand and other capital costs associated with new system capacity and equitable share of the cost of the system. ~~((under the previous system providing for collection of latecomer connection charges under chapter 35.91 RCW or special connection charges under RCW 35.92.025, customers happening to connect in certain areas must pay extra costs, although the primary benefit of access to the public water system is the same to a new customer, whether the customer is within or outside an area subject to such special connection charges. Additionally, upgraded customers moving from a smaller to a larger connection capacity gain additional system benefits but may otherwise escape paying a special connection or latecomer charge, once having connected and paid an initial connection charge based on a smaller size connection.~~
2. ~~Undue administrative burdens and costs are created in administering various connection and latecomer charges, each of which may have differing trigger dates and which may also have differing limits in terms of allowable interest accruing on such payments as well as the period or periods such charges may be collected.~~
- 3.)) 2. There is a system-wide benefit, served by a uniform, adjustable GFC, in encouraging system growth through infilling certain unserved areas and considering that expanding the overall customer rate base and customer densities will reduce fixed costs which must otherwise be spread over all classes of ratepayers.
- ~~((4.))~~ 3. It is in the public interest to provide for a ~~((more uniform rate structure and to replace individual area connection or latecomer fees with a single))~~ GFC rate structure to cover costs associated with new or increased system demand. ~~((, except only as may be distinguished by the size of connection or connection upgrade, as provided hereafter.))~~
- ~~((5.))~~ 4. It is further in the public interest that those adding additional costs or burdens to the City water system by creating need and demand for new system growth and infill needs in the City water system should pay a GFC therefore. ~~((Such customers should be treated and classified in common with customers formerly also subject to a special connection or latecomer connection charge, so that only one uniform GFC should be paid by all customers with new or upgraded utility service.))~~
5. There are increased costs associated with the needed booster stations, pipes and tanks which provide service to the higher-pressure zones. More facilities are needed to move water further out into the system.

~~((B. Findings; Central Incentives Area.~~

The City Council finds:

- ~~1. Washington State's growth management laws, including RCW 36.70A.110, encourage development first within existing urban areas before moving to other areas.~~
- ~~2. the City of Spokane's comprehensive plan and state growth management policies encourage the "infilling" of developed areas that still have some growth capacity. A consequence of not doing this is sprawling development out in long corridors or scattered areas, making the extension of needed urban services more expensive and less efficient for the public.~~
- ~~3. costs of encouraging development in more densely populated areas already served by existing utility lines is lower than extending new lines to more remote undeveloped areas. Existing utility lines are installed and designed to serve the full growth potential of an area, so it is an unwise use of resources to continue extending lines where some growth can still occur in developed areas.~~
- ~~4. the Central Incentives Area (CIA) established herein is in the category of a more densely populated area rather than a more remote, undeveloped area. The savings that City sewer and water utilities realize by encouraging development in the CIA, through not assessing a GFC to customers located there, is roughly proportional to the loss of the GFC revenues.~~
- ~~5. properties within the CIA are identified as generally of lower value investment than other areas served. The opportunity for new development in the CIA to recover acceptable investment value is of a more marginal, doubtful and unlikely character than customers connecting in areas outside the CIA. Adding a GFC charge to the class of customers in the CIA would make it significantly more difficult for further development or new connections in such areas. This result is contrary to public policy, growth management laws, and responsible utility system management for the overall benefit of the ratepayers. Encouraging development in the CIA will benefit the City sewer and water utilities by new customer revenues, which would otherwise be lost if a GFC were assessed because such development would be less likely to occur.~~
- ~~6. the CIA as an area substantially deficient in development and heavily populated with low income and fixed income, poor or elderly customers.~~
- ~~7. there is a reasonable basis to classify customers seeking connections to premises in an CIA not to be subject to GFC charge))~~

B. Water GFCs shall be assessed based on location within either the Lower Zone or Upper Zone defined as follows:

1. The Lower Zone is defined as all parcels with water connection served directly from well stations without the need of booster pump operations within the City of Spokane's water service area. This definition includes the entire Intermediate Pressure Zone, the Low-Pressure Zone north of 16th Avenue, and the North Hill Pressure Zone but excludes area and connections located north of West Excell Avenue and West Tiffany Avenue West.
2. The Upper Zone is defined as all parcels not included in the geographic area of the Lower Zone. ~~((Findings; Central Incentives Area.~~

~~C. The boundaries of the CIA are:~~

~~On the west, the Spokane River;~~

~~On the south, a line running from Latah Creek to 9th Avenue, then east on 9th Avenue to Lincoln Street, then north on Lincoln Street to 5th Avenue, then east on 5th Avenue to Sherman Street, then south on Sherman Street to 9th Avenue, then east on 9th Avenue from Sherman Street to Havana Street;~~

~~On the east, a line running north on Havana Street from 9th Avenue to Francis Avenue, excluding Minnehaha Park and Esmerelda Golf Course;~~

~~On the north, a line running west along Francis Avenue from Havana to Division Street, then south on Division Street to Indiana Avenue, then west on Indiana Avenue to Monroe Street, then north on Monroe Street to Garland Avenue, then west on Garland Avenue to Ash Street, then south on Ash Street to Fairview Avenue, then west on Fairview Avenue to Cochran Street, then south on Cochran Street and T.J. Meenach Drive to the Spokane River; and~~

~~All land within the designated geographic boundaries of and established Public Development Authority (PDA) Board established cooperatively between the City of Spokane and the County. ((City Limits of the City of Spokane which is owned or controlled by, or which is subject to proprietary interest of, the Spokane Airport Board.))~~

3. The Director of Public Works shall maintain a copy of the map of the ((CIA)) Lower and Upper Water Zones ([Attachment A to this ordinance](#)) for public inspection.))

~~C. ((D.)) Charge for new service or new upgrades ((inside the CIA: No charge)) .~~

~~((E. Service Outside CIA.))~~

1. For new service or new upgrades of existing service to the City water system, a GFC is assessed as provided hereafter. The charge will be based upon the ((tap)) meter size(s) required for domestic and irrigation water service to the facility and location of the property within the Upper or Lower Zone. If the size

of a previous connection is upgraded to a larger connection, upgrades are charged at the current difference between the old and new connection size charges.((-))

((TYPE	Water TAP Size	GFC))
((House*	NA	\$1,232
Duplex	NA	\$2,464
Multi-family**	2-inch or less	\$3,485
Multi-family	3-inch	\$6,402
Multi-family	4-inch	\$9,857
Multi-family	6-inch	\$18,108
Multi-family	8-inch	\$27,878
Multi-family	10-inch	\$38,961
Multi-family	12-inch	\$51,216
Commercial	1-inch or less	\$1,232
Commercial	2-inch	\$3,485
Commercial	3-inch	\$6,402
Commercial	4-inch	\$9,857
Commercial	6-inch	\$18,108
Commercial	8-inch	\$27,878
Commercial	10-inch	\$38,961
Commercial	12-inch	\$51,216))
((* In a PUD, each house is charged individually the rate listed for "house."		
** Multi-family represents three or more living units.))		

2. The GFC is to be used to finance impacts to the system created by new system growth and infill needs created by new or upgraded customers.

2. 3. Meters used solely for fire protection purposes would not incur GFC charges, unless needed flow rate exceeds the current largest fire flow rate in that pressure zone. ((The water GFC is intended to supersede all prior special connection capital charges assessed to defray an equitable share of the cost of the City water system, except for such charges the City may be bound to continue pursuant to chapter 35.91 RCW (developer latecomer charges), or which the City remains legally bound to collect.

a. Except for such charges, it is the intent of the City Council to supersede all previous special connection capital charges of any form or nature,

~~replacing all such charges with a single water GFC for any new connections or connection or service demand upgrades to the City water system at any location served by said system.~~

~~b. The GFC is to be used to finance new system growth and infill needs created by new or upgraded customers. In the case of latecomer contracts entered into under chapter 35.91 RCW and the like, the GFC herein supersedes the amount to be collected from a party seeking connection.~~

~~c. However, any GFC collected does not increase or decrease amounts the City may previously have contracted to reimburse to a third party at the time of allowing a connection, said parties to be paid by the City as provided under the preexisting contract.~~

~~d. Hereafter, consistent with this ordinance, the Director of Public Works may make provision for reimbursement of third parties for facility construction costs, but hereafter, the amount of reimbursement per connection shall not exceed the GFC amount collected, which may change from year to year as the City may adjust the GFC.)~~

3. Annual Increase: The GFC Charges in SMC 13.04.2044 are generated from a rate study, one copy which shall be kept on file with the office of the city clerk and which was adopted and incorporated herein by reference. GFC charges in SMC 13.04.2044 will increase annually based on a five-year rolling average of the Engineering News Record Construction Cost Index calculated by City Staff, for the previous year. This annual increase will start January 1, 2024 and occur each January 1 thereafter. Comprehensive review and update of GFC charges should be conducted at least every (5) years, but no more frequently than three (3) years.

4. Adjustments.

Prior Payment of Similar Charges: The charge for a water connection can be adjusted upon a showing of prior payment of similar charges, or for other sound considerations of fairness, as determined by the Director of Public Works.

a. To be eligible for such adjustment, a party required to pay a water GFC must submit a written application to the Director of Public Works, together with any supporting materials and explanation.

b. The Director of Public Works must receive such materials no later than the time of connection of the subject premises.

c. No adjustment may exceed the amount of the water GFC applicable to the connection requested.

5. ~~((4))~~ The water GFC applies, in addition to all other ~~((non-capital))~~ connection, permit or other fees required by this code or elsewhere. ~~((The charge is due and payable in full at or before the time of connection or as otherwise ordered by the Director of Public Works.))~~
6. ~~((5))~~ The Director of Public Works may record appropriate notice with the county auditor concerning areas subject to the water GFC pursuant to the requirements of RCW 65.08.170 and RCW 65.08.180, as applicable, reserving the possibility of upgrade charges.
7. ~~((6))~~ In response to the ongoing local and national housing crisis, the City Council has decided to provide relief to residents and businesses by waiving all applicable fees within this Section 13.04.2042(6) for the construction of ADUs on lots located at least partially within ½ mile of a Center or Corridor, Context Area, or Downtown zone or CC3 zoning overlay. Distances are measured in a straight line between the zone/overlay boundary to the lot line of the site containing the development. This fee waiver shall expire at 5:00 p.m. on December 31, 2024.

Section 5: Adopting a new section SMC 13.03.0734 to read as follows:

13.03.0734 Appendix A – General Facilities Charge Schedule

Appendix A – Wastewater General Facilities Charge Schedule

Section 6: Adoption a new section SMC 13.04.2044 to read as follows:

13.04.2044 Appendix A – General Facilities Charge Schedule

Appendix A – Water General Facilities Charge Schedule

Section 7: Effective Date.

This Ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance is necessary for the protection of the public safety and for the immediate support of City government and its existing public institutions, shall become effective immediately upon its passage. Without the updates approved by this Ordinance, the City would not be able to require new growth and development to pay its proportionate share of the costs of system improvements that reasonably benefit the new development current GFC charges collected by the City will be inadequate to cover the cost of system improvements that are reasonably related to and that will reasonably benefit new growth and development occurring and anticipated in the City, thereby slowing the City's ability to finance and construct the needed system improvements.

ADOPTED BY THE CITY COUNCIL ON _____

(Delivered to the Mayor on the _____ day of _____)

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Section 13.04.2044

Appendix A

Water GFC Fee Schedule

Appendix A

Water General Facility Charge Schedule - Lower Zone – Phase in over 2 years.

Meter Size	Water Lower Zone	2023	2024
3/4"	\$ 2,823	\$ 2,000	\$2,823
1"	4,705	\$2,500	\$4,705
1.5"	9,409	\$4,500	\$9,409
2"	15,055	\$5,000	\$15,055
3"	32,932	\$10,000	\$32,932
4"	56,455	\$15,000	\$56,455
6"	127,025	\$30,000	\$127,025
8"			
10"	Based on needed flow rates		Will be calculated

Each year after year 1, charges will be annually adjusted based on a five-year rolling average of the Engineering News Record Construction Costs Index pursuant to SMC 13.04.2044. Numbers above are representative only. Actual charges in 2024 will include annual adjustment.

Water General Facility Charge Schedule - Upper Zone

Meter Size	Water Upper Zone 2023
3/4"	\$ 10,407
1"	17,345
1.5"	34,690
2"	55,503
3"	121,413
4"	208,137
6"	468,309
8"	
10"	Based on needed flow rates

Each year after year 1, will be annually adjusted based on a five-year rolling average of the Engineering News Record Construction Costs Index pursuant to SMC 13.04.2044.

Section 13.03.0734

Appendix A

Wastewater GFC Fee Schedule

Appendix A

Wastewater General Facility Charge Schedule

Meter Size	Sewer City Wide - 2023
3/4"	\$7,461
1"	\$12,435
1.5"	\$24,870
2"	\$39,792
3"	\$87,046
4"	\$149,221
6"	\$335,747
8"	Based on needed flow rates that utilizes
10"	sewer capacity Will be calculated

Each year after year 1, charges will be annually adjusted based on a five-year rolling average of the Engineering News Record Construction Costs Index pursuant to SMC 13.03.0732.



Agenda Sheet for City Council Meeting of:
03/13/2023

Date Rec'd	2/15/2023
Clerk's File #	RES 2023-0020
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FACILITIES MANAGEMENT
Contact Name/Phone	DAVE STEELE 6064
Contact E-Mail	DSTEELE@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	5900 SURPLUS PROPERTY RESOLUTION

Agenda Wording
Surplus property Resolution Parcel Number 26225.3305

Summary (Background)
Parcel number 26225.3305 was deed to the City of Spokane through a clerical error in the platting process by the developer. By declaring the property surplus, the City can deed it back to the adjacent developer to allow them to complete the new plating process for a new residential development.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Neutral	\$ 0.00	# 5900-41520-18200-54104-99999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	TEAL, JEFFREY	Study Session\Other	02/06/2023 PSCHC
Division Director	WALLACE, TONYA	Council Sponsor	Cathcart and Wilkerson
Finance	BUSTOS, KIM	Distribution List	
Legal	RICHMAN, JAMES	dsteele@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	klong@spokanecity.org	
Additional Approvals		kbustos@spokanecity.org	
Purchasing			

RESOLUTION

A RESOLUTION PROVIDING FOR THE RETURN OF PROPERTY CONVEYED TO THE CITY BY ERROR.

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

WHEREAS, the Property was conveyed to the City by error in the process of the recording of a plat by a private developer; and

WHEREAS, pursuant to Chapter 12.10 of the Spokane Municipal Code, the Real Estate Review Committee reviewed the Property and determined that the City Council should declare the Properties surplus and authorize the City's Asset Management Department to return the Property to the owner of the plat; and

WHEREAS, the City of Spokane finds that the Properties are not needed for a public use of the City of Spokane and are hereby declared to be surplus; and

WHEREAS, RCW 35.22.280(3) authorizes the City to dispose of surplus property;

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council;

1. The Property is hereby declared to be surplus City property that is not needed for the present and foreseeable public uses of the City.
2. The Property was conveyed to the City in error.
3. The Mayor is authorized to sign a deed and any other supporting documentation reasonably necessary to return the Property to the owner of the plat.

ADOPTED by the Spokane City Council this _____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Facilities
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Surplus Property Resolution
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The RERC (Real Estate Review Committee) met in November to review the surplus disposal of a property in the Indian Trail Area. The recommendation to surplus has concurrence by the Administration and is ready to move forward for Council consideration.</p> <p>This property was deeded to the City of Spokane through a clerical error in the platting process by the developer. The recommendation of the RERC is to declare the property surplus and deed it back to the adjacent developer to allow them to complete the new platting process for a new residential development.</p>
Proposed Council Action	Approval and Adoption of the surplus resolution
Fiscal Impact Total Cost: <u>NA</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: NA Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why) What impacts would the proposal have on historically excluded communities? This item impacts the development of single family residential homes, a product that the City is lacking and in high demand.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA, this item corrects a clerical error in the platting of private property	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? NA, this item corrects a clerical error in the platting of private property	

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 transfer of this property back to the developer will allow for the re-platting and development of multiple single family residential home in the Indian Trail area.

STANDING COMMITTEE MINUTES
City of Spokane
Real Estate Review Committee
November 29, 2022 – DRAFT

Attendance

CM Karen Stratton, CM Zach Zappone, Jeff Teal, Dave Steele, James Richman, Marcia Davis, John Sawyer, Erik Johnson, Eldon Brown, James Sakamoto, Jim Neilson, Ali Brast

Meeting started at 1:30 p.m.

This meeting was conducted through Microsoft Teams.

Agenda Items

I. Tract E, Prosperity Acres (Spokane County Assessor Parcel Number 26225.3305)

Dave Steele proposed declaring the property as surplus and deeding the property back to the adjoining property owner. This parcel was deeded to the City of Spokane through a clerical error during the platting process. The width is approximately 12 feet. CM Stratton inquired as to whether the adjoining owner would be able to complete their development with the topography of the property being a significant challenge. Ali Brast outlined the process of platting these parcels is already working its way through the approval process, and that the lots will likely be fronted by a retaining wall that will sit in this strip of property. The new lots will likely access from a new road on the east end of the lots, and not have vehicle access to Seminole. Dave will be writing up a recommendation to advise that this property be declared surplus with the intent of deeding the property to the adjoining and former property owner.



Adjournment

The meeting was adjourned at 1:45 p.m.

Prepared by:
Dave Steele



Agenda Sheet for City Council Meeting of:
03/13/2023

Date Rec'd	2/27/2023
Clerk's File #	RES 2023-0021
Renews #	
Cross Ref #	
Project #	
Bid #	SOLE SOURCE
Requisition #	VB

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	SOLE SOURCE RESOLUTION AND VB WITH PACWEST FOR TYMCO & VOLVO PARTS

Agenda Wording

Approve five (5) year Sole Source Resolution and Value Blanket Order with PacWest Machinery (Spokane, WA) for the purchase of Tymco parts and Volvo Construction Equipment parts for \$150,000.00 annually.

Summary (Background)

PacWest Machinery is the local authorized dealer for these parts. These parts are essential in maintaining the city's equipment fleet.

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

Expense	\$ 150,000.00	# various
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Dept Head	RUSSELL, ADAM T.
Division Director	WALLACE, TONYA
Finance	ORLOB, KIMBERLY
Legal	HARRINGTON, MARGARET
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	Public Safety 2/6/23
Council Sponsor	CM Kinnear & CM Stratton

Distribution List

tprince@spokanecity.org

Additional Approvals

Purchasing	PRINCE, THEA

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org (509) 625-7706
Council Sponsor(s)	CM Lori Kinneer; CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Fleet Services Value Blanket with PacWest
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Five Year Sole Source Resolution and Value Blanket Order with PacWest Machinery, LLC (Spokane, WA) for Tymco parts and Volvo Construction Equipment parts.
Proposed Council Action	Approve Resolution and Value Blanket Order with PacWest
Fiscal Impact	
Total Cost: <u>Estimated Annual Estimate is \$150,000.00</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Fleet Budget	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
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?	

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring PACWEST MACHINERY LLC (Spokane, WA) a sole-source provider and authorizing the City to enter into a Value Blanket Order for the purchase of TYMCO and VOLVO CONSTRUCTION EQUIPMENT parts on an “as needed” basis for a five (5) year period – approximately \$150,000.00 annually without public bidding.

WHEREAS, the above referenced parts are only available through authorized distributors and PacWest Machinery LLC is our local authorized distributor; and

WHEREAS, these parts are essential in maintaining the city’s equipment fleet; and

WHEREAS, the estimated annual expenditure for Tymco and Volvo parts exceeds the 2023 public bid limit of \$50,000 for goods;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the purchase Tymco and Volvo Construction Equipment parts a sole-source purchase through PacWest Machinery LLC.; and

BE IT FURTHER RESOLVED that the City Council authorizes a five (5) Value Blanket Order for the purchase of Tymco and Volvo Construction Equipment parts on an “as needed” basis - \$750,000, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

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

03/13/2023

Date Rec'd	3/1/2023
Clerk's File #	ORD C36370
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	HANNAHLEE X6714 ALLERS
Contact E-Mail	HALLERS@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 - OPEN FORUM CODE UPDATE

Agenda Wording

An ordinance related to open forum at Spokane City Council meetings; amending section 02.01.040 of the Spokane Municipal Code.

Summary (Background)

This change removes specifics related to Open Forum from SMC and instead refers to Council's Rules of Procedure for open forum-specific procedures.

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	2/27 PIES
Division Director		Council Sponsor	CP Beggs; CM Kinnear
Finance		Distribution List	
Legal		cwright@spokanecity.org	
For the Mayor		hallery@spokanecity.org	
Additional Approvals			
Purchasing			

ORDINANCE NO. C36370

An ordinance related to open forum at Spokane City Council meetings; amending section 02.01.040 of the Spokane Municipal Code.

WHEREAS, City Council holds an open forum during their Legislative Sessions as an opportunity for the members of the public to speak to Council regarding City-related issues that are not on Council’s meeting agenda; and

WHEREAS, the City Council typically changes it Rules of Procedure, which lay out the rules for open forum, on an annual basis, and the rules regarding open forum testimony have changed.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 02.01.040 of the Spokane Municipal Code is amended to read as follows:

Section 02.01.040 Open Forum Session

In the course of each regular City Council Legislative Session (~~((meeting, unless it is ten p.m. or later))~~), there may be an allotment of meeting time for the City Council to hold an open forum (~~((that shall not exceed thirty minutes, at which time items of interest to the citizens of the City that were not placed upon the current or advance agenda may be discussed in front of and with City Council members by interested citizens who have indicated their desire to address the City Council by such procedure as the City Council may prescribe))~~). The open forum (~~((session))~~) is a limited public forum and all matters discussed shall relate to the affairs of the City. (~~((No person shall be permitted to speak at open forum more often than once per month))~~) The rules regarding open forum participation can be found in the City Council’s Rules of Procedure, as adopted pursuant to [SMC 02.01.050](#).

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City Council
Contact Name	Hannahlee Allers
Contact Email & Phone	hallers@spokanecity.org x6714
Council Sponsor(s)	CP Beggs; CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Open Forum SMC Update
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The SMC section related to Open Forum is outdated. This change removes specifics related to Open Forum (including a 30-minute time limit and only allowing testimony monthly) and instead refers to Council's Rules of Procedure for open forum-specific procedures.
Proposed Council Action	Will file for consideration after committee
Fiscal Impact	
Total Cost: <u>N/A</u>	
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: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Not applicable – this code does not change the rules of open forum, but instead references Council's Rules of Procedure for specifics.	
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? Same as above.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? This code change should keep future SMC changes from being necessary, but Council uses their experience on the dais, as well as input they hear from participants, to craft the rules for open forum as part of their annual Rules of Procedure updates.	
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	