

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 August 21, 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 August 21, 2023:

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 859 8861; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2481 160 2025; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2490 239 4174; password: 0320

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, August 21, 2023. You must sign up by 6:00 p.m. to be called on to testify. 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, AUGUST 21, 2023

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT LORI KINNEAR

COUNCIL MEMBER JONATHAN BINGLE

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 before the consideration of the Consent Agenda, the Council shall hold an open public comment period for up to 15 (fifteen) speakers. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. If more than 15 (fifteen) speakers wish to participate in Open Forum, members of the public who have not spoken during that calendar month will be prioritized. 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. Virtual sign up is open 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

- | | | | |
|----|--|---------|------------------------------|
| 1. | Five-year Master Value Blanket with Two Rivers Terminal, LLC (Pasco, WA) for the purchase of sodium bisulfite for the Riverside Park Water Reclamation Facility from August 15, 2023, through August 14, 2028—\$1,576,412.50. (Council Sponsor: Council President Kinnear)
Kyle Arrington | Approve | OPR 2023-0826
ITB 5927-23 |
| 2. | Contract with Key Code Media, Inc. (Kent, WA) for audio video system upgrades to City Council Chambers and the City Council Briefing Center from August 1, 2023, to March 31, 2024, utilizing interlocal with Omnia, Purchasing Agreement 2019-001407—\$225,762.37 (plus tax). (Deferred from July 31, 2023, Agenda) (Relates to Special Budget Ordinance C36419) (Council Sponsors: Council President Kinnear and Council Members Wilkerson and Zappone)
Jeff Bollinger | Approve | OPR 2023-0722 |

Request motion to substitute the following item with an updated revised version (OPR 2023-0017):

- | | | | |
|----|--|---------|------------------------------|
| 3. | <p>Agreement Amendment B with the Salvation Army (Spokane) for operation of the Trent Resource and Assistance Center, decreasing the contract expiration date to October 31, 2023, and adding additional funds increasing funding from additional sources under REET 1, Washington State Department of Commerce ROW Funding, and ARPA—\$2,000,000 \$3,500,000. Total contract amount: \$7,640,648 \$9,140,586. (Deferred from July 31, 2023, Agenda) (Council Sponsor: Council President Kinnear)</p> <p>Jenn Cerecedes</p> | Approve | OPR 2023-0017 |
| 4. | <p>Special Counsel Contract Amendment No. 3 with Craig Trueblood of the Law Firm K&L Gates, LLP (Spokane) for outside counsel services regarding the appeal of the City’s NPDES permit—additional \$100,000. Total contract amount: \$350,000. (Council Sponsor: Council President Kinnear)</p> <p>Lynden Smithson</p> | Approve | OPR 2022-0644 |
| 5. | <p>Contract with Volunteers of America (Spokane) to disburse funds for development fees and construction activities for the Crosswalk Teen Shelter and Transitional Housing located at 3024 East Mission Avenue from August 1, 2023, to December 31, 2023—not to exceed \$1,000,000. (Council Sponsor: Council Member Zappone)</p> <p>Jenn Cerecedes</p> | Approve | OPR 2023-0827 |
| 6. | <p>Consultant Agreement Amendment with DOWL, LLC (Redmond, WA) to provide for additional tasks supporting the city-wide Traffic Calming Program from September 1, 2023, through December 31, 2024—additional \$216,026.80. Total contract amount: \$766,026.80. (Council Sponsors: Council President Kinnear and Council Member Zappone)</p> <p>Inga Note</p> | Approve | OPR 2022-0345
ENG 2022074 |
| 7. | <p>Reimbursement agreement with Spokane Transit Authority to reimburse the City for direct and indirect costs associated with preliminary engineering and design of the Division Street Bus Rapid Transit project—\$100,000 Revenue. (Council Sponsor: Council President Kinnear)</p> <p>Marlene Feist</p> | Approve | OPR 2023-0828 |
| 8. | <p>Public Works Contract with Weatherproofing Technologies, Inc. (Beachwood, OH) for Martin Luther King Community Center 2023 roof improvements from August 21, 2023, to March 1, 2024—\$749,885.67 (plus</p> | Approve | OPR 2023-0829 |

tax, if applicable). (Council Sponsor: Council Member Wilkerson)

Patrick Striker

- 9. Report of the Mayor of pending: Approve

 - 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 \$_____ CPR 2023-0002
 - b. Payroll claims of previously approved obligations through _____, 2023: \$_____ CPR 2023-0003

- 10. City Council Meeting Minutes: _____, 2023. Approve & Authorize Payments CPR 2023-0013

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 C36418 **General Capital Improvements Fund**
 - 1) Increase revenue by \$1,400,000.
 - A) Of the increased revenue, \$1,400,000 is provided by Washington State per Senate Bill 5200 for expansion of the Spokane PD Academy.
 - 2) Increase appropriation by \$1,400,000.
 - A) Of the increased appropriation, \$1,400,000 is provided solely for construction of fixed assets.

(This action arises from the need to accept the WA state budget allocation for Spokane Academy expansion.) (Deferred from July 31, 2023, Agenda) (Council Sponsors: Council Members Wilkerson, Zappone, and Bingle)

Jacqui MacConnell

- ORD C36419 American Rescue Plan Fund**
1) Increase appropriation by \$350,000 funded from the city’s direct allocation of the State and Local Fiscal Recovery Fund of the American Rescue Plan Act.
A) Of the increased appropriation, \$250,000 is provided for the purpose of providing funding to update the Audio/Visual technologies of the Spokane City Council Briefing Chambers and Council Chambers to enhance accessibility to the public.
B) Of the increased appropriation, \$50,000 is provided for capital expenditures for the transportation of the City owned firehouse.

(This action arises from the need to provide appropriation authority for funding critical service and accessibilities to the community.) (Relates to Consent Agenda Item No. 2) (Deferred from July 31, 2023, Agenda) (Council Sponsors: Council Members Wilkerson and Zappone)

Matt Boston

- ORD C36423 Housing Sales Tax Fund**
1) Increase appropriation by \$300,000
A) Of the increased appropriation, \$300,000 is provided solely for contractual services to be provided by the City’s selected recipients to increase affordable housing inventory and/or preserve current affordable housing inventory.

(This action arises from the need to increase affordable housing inventory for low-to-moderate-income households in the City of Spokane.) (Council Sponsors: Council Members Bingle and Stratton)

Richard Culton

EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

- ORD C36417** Relating to Regulations of Residential Rental Housing; adopting a new section 10.57.115 to chapter 10.57 SMC; and repealing SMC 18.08.010, 18.08.020, 18.08.030, 18.08.040, 18.08.050, 18.08.060, 18.08.070, 18.08.080, 18.08.090, 18.08.100, 18.08.110, 18.08.120, 18.08.130, 18.08.140, 18.08.150, and 18.08.160 to chapter 18 of the Spokane Municipal Code; setting an effective date, and declaring an emergency. (Deferred from July 31, 2023, Agenda) (As substituted July 24, 2023) (Council Sponsors: Council Members Bingle and Cathcart)
Elizabeth Schoedel

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2023-0070 Approving settlement of claim for damages of Arealous Earthman and
OPR 2023-0830 Tami Earthman as a result of damage to their property—\$105,795.18.
(Council Sponsors: Council President Kinnear and Council Member
Wilkerson)
Scott Jordan
- RES 2023-0071 Declaring the waiver of public bid requirements for the purchase of
2023-2024 insurance premiums for specified city insurance coverages.
(Council Sponsors: Council President Kinnear and Council Member
Wilkerson)
Jason Nechanicky
- RES 2023-0072 Setting timelines for adoption of the 2024 annual budget for the City of
Spokane. (Council Sponsors: Council President Kinnear and Council
Members Cathcart and Wilkerson)
Matt Boston
- ORD C36420 Relating to Parks; amending Section 12.06A.040 of the Spokane
Municipal Code concerning park rules and regulations, and adding a
new section 12.06A.055 to Chapter 12.06A of the Spokane Municipal
Code. (Council Sponsors: Council Members Stratton, Cathcart, and
Bingle)
Chris Wright

FIRST READING ORDINANCES

- ORD C36424 Relating to the rates of the Water & Hydroelectric Department, amending
SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008,
13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, 13.04.2016, and
13.04.20161; to chapter 13.04 of the Spokane Municipal Code; and
setting an effective date. (Council Sponsors: Council President Kinnear
and Council Members Bingle and Stratton)
Marlene Feist
- ORD C36425 Relating to the rates for Water-Wastewater Capital Rates, amending
SMC section 13.035.500, to chapter 13.035 of the Spokane Municipal
Code; and setting an effective date. (Council Sponsors: Council
President Kinnear and Council Members Bingle and Stratton)
Marlene Feist
- ORD C36426 Relating to the rates of Wastewater and Sewer public utilities and
services, amending SMC sections 13.03.1004, 13.03.1006, 13.03.1008,
13.03.1010, 13.03.1012, 13.03.1018, 13.03.1020, 13.03.1022, and
13.03.1011; to chapter 13.03 of the Spokane Municipal Code; and setting
an effective date. (Council Sponsors: Council President Kinnear and
Council Members Bingle and Stratton)
Marlene Feist
- ORD C36427 Relating to the rates of Solid Waste Disposal public utilities and
services, amending SMC sections 13.02.0560, 13.02.0561, 13.02.0562,
13.02.0563, and 13.02.0568, to chapter 13.02 of the Spokane Municipal

Code; and setting an effective date. (Council Sponsors: Council President Kinnear and Council Members Bingle and Stratton)

Marlene Feist

ORD C36428

Relating to the rates of Solid Waste Collection public utilities and services, amending SMC sections 13.02.0336, 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0518, 13.02.0520, 13.02.0528, 13.02.0552, and 13.02.0554; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Kinnear and Council Members Bingle and Stratton)

Marlene Feist

ORD C36429

Relating to updates to the sewer use ordinances, adding new SMC sections 13.03.0101, 13.03.0216, 13.03.0217, 13.03.0218, 13.03.0219, 13.03.0220, 13.03.0221, 13.02.0222, 13.03.0223, and 13.03.0503; and amending SMC sections 13.03.0502, 13.03.0508, 13.03.0602, 13.03.0622, 13.03.0628, and 13.03.1216, to chapter 13.03 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Kinnear and Council Member Bingle)

Kyle Arrington

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for August 21, 2023
(per Council Rule 2.1.2)

ADJOURNMENT

The August 21, 2023, Regular Legislative Session of the City Council is adjourned to August 28, 2023.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlovmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

NOTES



Agenda Sheet for City Council Meeting of:

08/21/2023

Date Rec'd	7/28/2023
Clerk's File #	OPR 2023-0826
Renews #	
Cross Ref #	
Project #	
Bid #	ITB-5927-23
Requisition #	VALUE BLANKET

Submitting Dept	WASTEWATER MANAGEMENT
Contact Name/Phone	KYLE ARRINGTON 625-4647
Contact E-Mail	KARRINGTON@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4320 VALUE BLANKET TO TWO RIVERS TERMINAL, LLC TO SUPPLY SODIUM BISULFITE

Agenda Wording

ITB 5927-23 was issued to enable us to procure this necessary product on an as needed basis. The contract shall be with Two Rivers Terminal, LLC for a five-year period beginning approximately August 15, 2023 and terminating on August 14, 2028.

Summary (Background)

Sodium bisulfite is used to neutralize sodium hypochlorite in the effluent water to reduce toxic effects on aquatic organisms in the Spokane River.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ \$1,576,412.50

Select \$

Select \$

Select \$

Budget Account

4320-43260-35148-53203

#

#

#

Approvals

Dept Head	GENNETT, RAYLENE
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	SMITHSON, LYNDEN
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	PIES 7/24/23
Council Sponsor	CM Kinnear

Distribution List

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

Purchasing

PRINCE, THEA	Tax & Licenses
	seweraccounting@spokanecity.org
	rrinderle@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	RPWRF
Contact Name	Kyle Arrington
Contact Email & Phone	karrington@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 five (5) year value blanket contract to supply Sodium Bisulfite to Two Rivers Terminal, LLC.
Summary (Background)	<p>ITB 5927-23 was issued to enable us to procure this necessary product on an as needed basis.</p> <p>Sodium bisulfite is used to neutralize sodium hypochlorite in the effluent water to reduce toxic effects on aquatic organisms in the Spokane River.</p> <p>The contract shall be with Two Rivers Terminal, LLC for a five-year period beginning approximately August 15, 2023 and terminating on August 14, 2028</p>
Proposed Council Action	Council consent agenda August 21, 2023
Fiscal Impact	
Total Cost: <u>\$1,576,412.50</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's Operating 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? 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 5927-23 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 5927-23 SODIUM BISULFITE SOLUTION, 40% , As Needed Value Blanket

Quantities shown on "Pricing Tab" are estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only and are given for the purpose of comparing bids on a uniform basis. Unit Pricing SHOULD NOT include tax.

VENDOR		Two Rivers Terminal, LLC		Jennifer Perras (Univar Solutions)	
Item	Annual Estimated Quantity, More Or Less	Unit Price Per Gallon	Extended Price	Unit Price Per Pound	Extended Price
SODIUM BISULFITE SOLUTION, 40%. Unit Price Per Gallon is inclusive of all Freight Transport, Delivery, Handling, and Demurrage Charges. Unit Price Should Not Include Tax. Pricing would be firm throughout the first year of contract. Pricing Adjustments can be requested on the anniversary of the award with justification. Stated Quantity of 650,000 gallons is based on an annual estimated qty of 130,000 gallons.	650,000 gallons	\$2.225	\$1,446,250	\$2.395	\$1,556,750
Subtotal		\$1,446,250.00		\$1,556,750.00	
Tax 9%		\$130,162.50		\$140,107.50	
Extended Total		\$1,576,412.50		\$1,696,857.50	
EMERGENCY DELIVERY: Additional Freight Cost per gallon for Emergency Deliveries ONLY. Cost Should Not Include Tax.		\$2.23		\$0.00	
EMERGENCY DELIVERY: Flat Rate Fee Per Emergency Delivery		No		\$300	
Does Vendor intend on charging a Tariff/Freight Surcharge per each delivery?		Included In Unit Price		No	

From: [Efrain Alvarez](#)
To: [Barnhart, Heather](#)
Cc: [Jeff Campbell](#)
Subject: Re: Clarification Regarding ITB 5927-23
Date: Tuesday, July 11, 2023 9:34:10 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Our freight charge is **included** in the TOTAL of **\$2.225 per gallon**.
Thank you,
Efrain

Efrain Alvarez

Two Rivers Terminal, LLC

Cell: 509-760-8426

Spokane, WA

<https://www.tworiversterminal.com/>



On Tue, Jul 11, 2023 at 9:08 AM Barnhart, Heather <hbarnhart@spokanecity.org> wrote:

Hello Efrain –

We received your BID response. We need some clarification on the tariff/freight charge.

You stated \$37.25 rate per TON. For every \$0.01 ... base price of fuel is \$2.50. Is this included in your total (which was quoted at \$2.25/gallon)?

If we estimate annual gallons 130,000. And each delivery quantity is 3000 the estimated number of deliveries per year is approximately 43. This increases your price per gallon when converted from tons.

Please clarify ASAP.

Thank you,

Heather Barnhart | Facility Inventory Foreperson | Procurement & Contracts Management

Riverside Park Water Reclamation Facility | 4401 N Aubrey L White Pkwy, Spokane, WA 99205

O: 509.625.4606 | C: 509.723.9392 | hbarnhart@spokanecity.org



Agenda Sheet for City Council Meeting of:
07/31/2023

Date Rec'd	7/18/2023
Clerk's File #	OPR 2023-0722
Renews #	
Cross Ref #	ORD C36419
Project #	
Bid #	OMNIA CONTRACT
Requisition #	

Submitting Dept	COMMUNICATIONS & MARKETING
Contact Name/Phone	JEFF BOLLINGER 625-6359
Contact E-Mail	JBOLLINGER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0330 -KEYCODE MEDIA – COUNCIL CHAMBERS AND BRIEFING ROOM AV UPGRADE

Agenda Wording

Contract with Keycode Media for \$225,762.37 plus sales tax. Company and pricing via interlocal with Omnia, Purchasing Agreement #2019.001407. Contract term is August 1, 2023 through March 31, 2024.

Summary (Background)

Update technology in City Council Briefing Center and the Council Chambers. This addresses the needs and requirements for audio, video, presentation, lighting, projection and/or display, AV room/system control, and integration into City Cable 5 to improve accessibility.

Lease? NO Grant related? YES Public Works? YES

Fiscal Impact

Expense	\$ 225,762.37 + Sales Tax
Select	\$
Select	\$
Select	\$

Budget Account

#	1425-88155-18880-54201-97329
#	
#	

Approvals

Dept Head	CODDINGTON, BRIAN
Division Director	CODDINGTON, BRIAN
Finance	MURRAY, MICHELLE
Legal	HARRINGTON, MARGARET
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	07/17/2023
Council Sponsor	Kinnear, Wilkerson, Zappone

Distribution List

mccavanagh@keycodemedia.com
contract Accounting - ddaniels@spokanecity.org
jbollinger@spokanecity.org
jnechanicky@spokanecity.org
cwahl@spokanecity.org
Tax & Licenses
bcoddington@spokanecity.org

Additional Approvals

Purchasing	NECHANICKY, JASON
ACCOUNTING - GRANTS	MURRAY, MICHELLE

Committee Agenda Sheet

Finance and Administration Committee

Submitting Department	Communications
Contact Name & Phone	Jeff Bollinger, 625-6359
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Kinnear, CM Wilkerson, CM Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 07/17/2023
Agenda Item Name	Keycode Media – Council Chambers and Briefing Room AV Upgrade
Summary (Background)	<p>Updated technology into City Council Briefing Center, and the Council Chambers. This addresses the needs and requirements for audio, video, presentation, lighting, projection and/or display, AV room/system control, integration into City Cable 5, to improve accessibility.</p> <p>Contract with Keycode Media for \$225,762.37 plus sales tax. Company and pricing via interlocal with Omnia, Purchasing Agreement # 2019.001407.</p>
Proposed Council Action & Date:	Pass council on July 31, 2023.
<p>Fiscal Impact: \$225,762.37 + sales tax Total Cost: \$225,762.37 + sales tax 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</p> <p>Specify funding source: ARPA</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts:</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>There will be more ways in which to participate in public meetings including improved quality of accessing through home wifi, Library access wifi, personal smart phone, or one of the Library's expanding NDI cameras.</p> <p style="text-align: center;">----- Technology terms-----</p> <p>TriCaster Live call connect software integration with broadcast-quality video and balanced audio allows you to present production-ready conversations, interviews, reports, and more—regardless of the caller's device.</p> <p>NDI- (Network Device Interface) IP video protocol. Allows you to connect to a wide variety of NewTek NDI-enabled products, along with the world's largest ecosystem of third-party IP video products using a single network cable for video and audio.</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>	

There will be an improved quality of audience participation in the meetings. For people with transportation or mobility issues, the new technology will improve their meeting experience.

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

It is possible for the council members' legislative assistants to begin tallying the remote connectivity participation rate in the public meetings.

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 technology makes future on the road council meetings in neighborhoods again possible by using existing internet connectivity instead of relying on expensive fiber optic cables.



City of Spokane

CONTRACT

Title: **AUDIO VIDEO SYSTEM UPGRADE**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **KEY CODE MEDIA, INC.**, whose address is 6632 South 191st Place, Suite E102, Kent, Washington 98032, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the City is authorized to expend ARPA funds for this contract in accordance with Ordinance No. C36419, passed on August 21, 2023, (section 1. (G)) and;

WHEREAS, the Contractor agrees to comply with the attached General Terms and Conditions.

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide an Audio Visual Equipment Upgrade to the City Council Chambers and Executive Briefing Room, in accordance with Company's Quote No. 223346, attached as Attachment C. Company has been selected in accordance with Omnia Partners Purchasing Agreement# 2019.001407. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall begin August 1, 2023, and run through March 31, 2024, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION.** Total compensation under this Contract shall not exceed **TWO HUNDRED TWENTY-FIVE THOUSAND SEVEN HUNDRED SIXTY-TWO AND 37/100 DOLLARS (\$225,762.37)**, 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. PUBLIC WORKS.

The following public works requirements apply to the work under this Agreement.

- A. The Company shall pay state prevailing wages. The Company 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 Company'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 Company 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 Company 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.** The Company and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- C. A payment/performance bond is NOT required.
- D. Statutory retainage is NOT required.

6. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

7. 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.

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

9. 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.

10. 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.

11. 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 Company'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.

12. 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.

13. 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.

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

15. 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.

16. 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.

17. 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.

18. 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.

20. 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.

KEY CODE MEDIA, 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 – Certification Regarding Debarment
 - Attachment B - Certification of Compliance with Wage Payment Statutes
 - Attachment C – Company’s Quote No. 223346
 - Attachment - ARP/CSLFRF CFDA 21.027
 - Attachment – General Terms and Conditions

23-133a

ATTACHMENT A

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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 for or otherwise criminally or civilly charged by a governmental 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 Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) The undersigned agrees by signing this Agreement 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 Agreement that it will include the following required certification, 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.

(4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.

(5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

(6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

Go to next page.

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes If yes, answer question 2 below.
No If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.
No If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:

The Grantee certifies that the information contained on this form is true and accurate.

By:
Title:
Date:



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

ATTACHMENT – ARP/CSLFRF CFDA 21.027 FUNDING
American Rescue Plan (ARP)
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Funding Authority: U.S. Department of Treasury
CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.
Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,
Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,
Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).
Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),
Ethics in Public Services (RCW 42.52),
Covenant Against Contingent Fees (48 CFR Section 52.203-5),
Public Records Act (RCW 42.56),
Prevailing Wages on Public Works (RCW 39.12),
State Environmental Policy Act (RCW 43.21C),
Shoreline Management Act of 1971 (RCW 90.58),
State Building Code (RCW 19.27),
Energy Policy and Conservation Act (PL 94-163, as amended),
Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, “Equal Employment Opportunity,” (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation:

Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act—Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;

- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

Signature, Administrator, or Applicant Agency

Date

print name and title

General Terms & Conditions

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

5. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

6. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

9. 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 Firm 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 Firm.

10. 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 and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm 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.

11. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. 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.

12. 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.

13. DISPUTES

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

14. 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.

15. LIABILITY

The Firm shall indemnify, defend, and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive

termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

16. INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- 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 Firm's services to be provided 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.
- 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 contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SPECIFIC GRANT RELATED LANGUAGE

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, 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.
- 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.

18. CERTIFICATION REGARDING LOBBYING

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

A Certification Form is attached and included in this Request for Proposal by reference as Attachment A “Certification Regarding Lobbying”. The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

19. DOMESTIC PREFERENCE

200.322 (a) As appropriate and to the extent consistent with law, the non-Federal entity should to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

20. CLEAN AIR ACT

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Firms and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

22. MAINTENANCE OF RECORDS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

23. CONFERENCE ROOMS

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm 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 Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

This material can be made available in an alternate format by request through ProcureWare question tab or by calling (509) 625-6400.

25. TITLE VI STATEMENT

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Key Code Media, Inc. - Washington

6632 S 191st Pl.
Suite E102
Kent, WA 98032
206-870-0244
www.keycodemedia.com



AV-IT Design Services Revised Report for The City of Spokane

Quote # 223346 Version 8

Prepared for:
City of Spokane

Prepared by:
Tom Arenz

Statement of Services

Overview:

Please refer to the attached AV-IT Design Services Revised Report

Client Responsibilities:

Please refer to the attached AV-IT Design Services Revised Report

Timeline:

Please refer to the attached AV-IT Design Services Revised Report

Council Chambers AV System

Mfr. Name	Mfr. Part #	Product Details	Qty.	Contract	Discount	MSRP	Omnia Unit Price	KCM Unit Price	KCM Ext. Price
		Council Chambers AV System							
NewTek	TC2E3RU	Newtek TriCaster 2 Elite (3RU Chassis w/ redundant power) ****must register**** Newtek TriCaster 2 Elite (3RU Chassis w/ redundant power)	1	Y	15.00 %	\$31,995.00	\$27,195.75	\$27,195.75	\$27,195.75
NewTek	PTUTC2E3RU	Newtek ProTek Ultra for TriCaster 2 Elite (Replaces Basic, 1 Year Coverage)	1	Y	15.00 %	\$3,845.00	\$3,268.25	\$3,268.25	\$3,268.25
NewTek	2Stripe	Newtek 2 Stripe Control Panel	1	Y	15.00 %	\$12,495.00	\$10,620.75	\$10,620.75	\$10,620.75
NewTek	PTU2Stripe	Newtek ProTek Ultra for 2 Stripe Control Panel (Replaces Basic, 1 Year Coverage)	1	Y	15.00 %	\$1,495.00	\$1,270.75	\$1,270.75	\$1,270.75
NewTek	NPSubA	ANNUAL COST -NewTek Premium Access Subscription 1 Year Annual Cost	1	N	5.00 %	\$2,299.00	\$2,184.05	\$2,184.05	\$2,184.05
Netgear, Inc	GSM4248UX-100NAS	Netgear M4250-40G8XF-PoE++ AV Line Managed Switch - 40 Ports - Manageable - 3 Layer Supported - Modular - 82.60 W Power Consumption - 2880 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - 2U High - Rack-mountable, Table Top - Lifetime Limited Warr	1	N	20.00 %	\$7,316.08	\$5,852.86	\$5,852.86	\$5,852.86

Council Chambers AV System

Mfr. Name	Mfr. Part #	Product Details	Qty.	Contract	Discount	MSRP	Omnia Unit Price	KCM Unit Price	KCM Ext. Price
Yamaha Corporation	TF3	Yamaha Audio Mixer - 24 Channel(s) - 8 Effects(s)	1	N	20.00 %	\$3,276.00	\$2,620.80	\$2,620.80	\$2,620.80
Yamaha Corporation	NY64-D	Yamaha Dante expansion card for TF series consoles and TF-RACK allows transmission/reception of up to 128 channels (64 in/64 out) used in conjunction with the TIO1608-D; it is possible to support up to 48 inputs and 24 outputs in a TF system	1	N	20.00 %	\$587.00	\$469.60	\$469.60	\$469.60
Yamaha Corporation	TIO1608-D	Yamaha Dante-equipped I/O rack with 16 microphone/ line inputs and 8 line outputs.	1	N	20.00 %	\$1,500.00	\$1,200.00	\$1,200.00	\$1,200.00
Kramer AV	VIA-CAMPUS2-PLUS	VIA Campus ² PLUS Wireless Presentation Hub	1	N	20.00 %	\$3,500.00	\$2,800.00	\$2,800.00	\$2,800.00
Magewell	64100	Magewell Pro Convert NDI to HDMI	2	N	5.00 %	\$425.00	\$403.75	\$403.75	\$807.50
Magewell	64050	Magewell Standalone 1-channel HD HDMI to full bandwidth NDI encoder, POE. Accessories include one power adapter, one USB power cable, one Mini DIN8 to DIN8+DB9 cable, one tally light, and one L bracket.	1	N	5.00 %	\$425.00	\$403.75	\$403.75	\$403.75
Audinate	ADP-USB-AU-2X2	Audinate Dante AVIO 2x2 USB Type-C I/O Adapter for Dante Audio Network	1	N	10.00 %	\$209.00	\$188.10	\$188.10	\$188.10
Sennheiser	MEG 14-40-L-II B	Sennheiser Gooseneck microphone (cardioid, condenser) with 5-pin XLR-M, 12-48 V phantom power and illuminated light ring. MAT 153-S table stand available separately	15	N	20.00 %	\$311.00	\$248.80	\$248.80	\$3,732.00
Clock Audio	S157RF	Clock Audio Table Stand Prog 5pin XLR	15	N	20.11 %	\$378.00	\$302.00	\$302.00	\$4,530.00

Council Chambers AV System

Mfr. Name	Mfr. Part #	Product Details	Qty.	Contract	Discount	MSRP	Omnia Unit Price	KCM Unit Price	KCM Ext. Price
Biamp	TesiraFORTÉ DAN VT	Biamp TesiraFORTÉ DAN VT digital audio server with 12 analog inputs and 8 analog outputs, and includes up to 8 channels of configurable USB audio.	2	N	25.00 %	\$5,170.00	\$3,877.50	\$3,877.50	\$7,755.00
Biamp	Tesira EX-LOGIC	Biamp Tesira PoE logic expander with 16 logic GPIO (4 GPIO are configurable for potentiometer interface)	2	N	25.00 %	\$772.00	\$579.00	\$579.00	\$1,158.00
Sennheiser	EW-D 835-S SET (Q1-6)	Sennheiser Digital wireless handheld set. Includes (1) EW-D EM digital 19 1/2" single channel receiver , (1) EW-D SKM? digital handheld transmitter with mute switch, (1) MMD 835? microphone module, (1) MZQ1? microphone clip, (1) NT 12-5 CW+ power supply	2	Y	20.00 %	\$849.00	\$679.20	\$679.20	\$1,358.40
Sennheiser	MZS 31	Sennheiser IS Series suspension shock mount, for use with MZT30, requires 50mm diameter hole (4.0 oz)	1	Y	20.00 %	\$61.00	\$48.80	\$48.80	\$48.80
BirdDog	BDP240BUNDL E-WWW	BirdDog Bundle 3x P240 White And 1x FREE PTZ Keyboard BDP240W BDPTZKEYBUN	1	N	0.00 %	\$8,997.00	\$8,997.00	\$8,997.00	\$8,997.00
BirdDog	BDP240W	BirdDog Eyes P240 40x Optical Zoom 1080P Full NDI PTZ Camera (White)	1	N	0.00 %	\$2,995.00	\$2,995.00	\$2,995.00	\$2,995.00
Bird-Dog	BDPMMWHITE	BirdDog Wall Mounting Kit	4	N	0.00 %	\$64.95	\$64.95	\$64.95	\$259.80
Crestron	CP4N	Crestron 4-Series Control System	1	Y	44.00 %	\$3,080.00	\$1,724.80	\$1,724.80	\$1,724.80
Crestron	TS-1070-B-S	Crestron 10.1 in. Touch Screen, Table Top, Black Smooth	2	Y	44.00 %	\$3,630.00	\$2,032.80	\$2,032.80	\$4,065.60
Crestron	HD-MD4x4-4KZ-E	Crestron 4x4 4K60 4:4:4 HDR AV Switcher	1	Y	44.00 %	\$4,840.00	\$2,710.40	\$2,710.40	\$2,710.40

Council Chambers AV System

Mfr. Name	Mfr. Part #	Product Details	Qty.	Contract	Discount	MSRP	Omnia Unit Price	KCM Unit Price	KCM Ext. Price
Digital Projection	120-551	Digital Projection E-Vision LASER 5900 includes a 1.15 - 1.9 : 1 zoom lens as standard. This is the only lens available for this product	1	Y	15.00 %	\$6,125.00	\$5,206.25	\$5,206.25	\$5,206.25
Displays2Go	M2XBASESLV	Displays2Go Stand with Adjustable Height, 75x75 & 100x100 VESA Pattern - Silver	1	N	18.40 %	\$250.00	\$204.00	\$204.00	\$204.00
Listen Technologies	LW-200P-04-01	Listen Technologies Listen EVERYWHERE 4 Channel Wi-Fi Audio Server	1	Y	33.00 %	\$2,215.00	\$1,484.05	\$1,484.05	\$1,484.05
Listen Technologies	LA-304	Listen Technologies Assistive Listening Notification Signage Kit	1	Y	33.00 %	\$27.00	\$18.09	\$18.09	\$18.09
Virtual Video Director	Virtual Video Director	Virtual Video Director automatically cuts to the right camera for you based on a combination of audio, fuzzy logic and Machine Learning.	1	N	0.00 %	\$299.00	\$299.00	\$299.00	\$299.00
Key Code Media Professional Services	Estimated Materials	Estimated Project Materials	1	Y	0.00 %	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
Key Code Media Professional Services	Estimated Labor/Installation	Estimated Engineering Services, including Design, CAD, Engineering, Installation, Commissioning and Training	1	Y	0.00 %	\$31,920.00	\$31,920.00	\$31,920.00	\$31,920.00
	Comment	Omnia Partners Purchasing Agreement # 2019.001407. Ground freight included	1		0.00 %	\$0.00	\$0.00	\$0.00	\$0.00
		Council Chambers AV System Subtotal							\$149,348.35

Subtotal: \$149,348.35

Executive Briefing Center

Mfr. Name	Mfr. Part #	Product Details	Qty.	Contract	Discount	MSRP	Omnia Unit Price	KCM Unit Price	KCM Ext. Price
		Executive Briefing Center							
BirdDog	BDP240BUNDL E-WWW	BirdDog Bundle 3x P240 White And 1x FREE PTZ Keyboard BDP240W BDPTZKEYBUN	1	N	0.00 %	\$8,997.00	\$8,997.00	\$8,997.00	\$8,997.00
BirdDog	BDP240W	BirdDog Eyes P240 40x Optical Zoom 1080P Full NDI PTZ Camera (White)	1	N	0.00 %	\$2,995.00	\$2,995.00	\$2,995.00	\$2,995.00
Bird-Dog	BDPMMWHITE	BirdDog Wall Mounting Kit (White)	4	N	0.00 %	\$64.95	\$64.95	\$64.95	\$259.80
Shure, Inc	MXA920W-S	Shure MXA920W-S 24 inch Ceiling Array Microphone, Square, White	1	Y	36.00 %	\$4,732.00	\$3,028.48	\$3,028.48	\$3,028.48
Netgear, Inc	XSM4316PB-100NES	Netgear XSM4316PB Ethernet Switch - 16 Ports - Manageable - 3 Layer Supported - 500 W PoE Budget - Twisted Pair - PoE Ports - 1U High - Rack-mountable - Lifetime Limited Warranty	1	N	10.00 %	\$4,414.60	\$3,973.14	\$3,973.14	\$3,973.14
Kramer AV	VIA-CAMPUS2-PLUS	VIA Campus ² PLUS Wireless Presentation Hub	1	N	20.00 %	\$3,500.00	\$2,800.00	\$2,800.00	\$2,800.00
Magewell	64100	Magewell Pro Convert NDI to HDMI	1	N	10.00 %	\$425.00	\$382.50	\$382.50	\$382.50
Audinate	ADP-USB-AU-2X2	Audinate Dante AVIO 2x2 USB Type-C I/O Adapter for Dante Audio Network	1	N	10.00 %	\$209.00	\$188.10	\$188.10	\$188.10
Crestron	CP4N	Crestron 4-Series Control System	1	Y	44.00 %	\$3,080.00	\$1,724.80	\$1,724.80	\$1,724.80
Crestron	TS-1070-B-S	Crestron 10.1 in. Touch Screen, Table Top, Black Smooth	1	Y	44.00 %	\$3,630.00	\$2,032.80	\$2,032.80	\$2,032.80
Crestron	HD-MD4x4-4KZ-E	Crestron 4x4 4K60 4:4:4 HDR AV Switcher	1	Y	44.00 %	\$4,840.00	\$2,710.40	\$2,710.40	\$2,710.40

Executive Briefing Center

Mfr. Name	Mfr. Part #	Product Details	Qty.	Contract	Discount	MSRP	Omnia Unit Price	KCM Unit Price	KCM Ext. Price
Kramer	VS-8UFX	SDI matrix switcher with interchangeable inputs and outputs	1	N	20.00 %	\$4,380.00	\$3,504.00	\$3,504.00	\$3,504.00
Decimator	MD-LX	Decimator HDMI/SDI Bi-Directional Converter for 3G/HD/SD	2	N	0.00 %	\$109.00	\$109.00	\$109.00	\$218.00
	Estimated Labor/Installation	Estimated Engineering Services, including Design, CAD, Engineering, Installation, Commissioning and Training	1	Y	0.00 %	\$10,250.00	\$30,000.00	\$10,250.00	\$10,250.00
	Estimated Materials	Estimated Project Materials	1	Y	0.00 %	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
		Section Subtotal							\$48,064.02

Subtotal: \$48,064.02

Project Contingency

*** Optional**

No.	Part #	Description	Qty	Price	Ext. Price
1	Comment	We recommend adding in a 5% contingency, to be used only with permission and sign off by the City of Spokane, to cover any changes or added features desired or needed to complete the project due to unknown or not yet discovered issues or needs.	1	\$0.00	\$0.00
2	Contingency	5% project contingency, to cover any unknown issues or late additions to the project. Will only be used with client sign-off on a change-order basis	1	\$10,750.00	\$10,750.00

*** Optional Subtotal: \$10,750.00**

Crestron Programming

Mfr. Name	Mfr. Part #	Product Details	Qty.	Contract	Discount	MSRP	Omnia Unit Price	KCM Unit Price	KCM Ext. Price
Key Code Media Professional Services	Programmer 3	Crestron programming and onsite commissioning of systems in Council Chambers, Executive Briefing Room and Meeting Space(s) Programming and commissioning for 3 rooms. Includes 5 days of travel (ideally a Monday-Friday block) 3x full days on site 2x travel days,	88	Y	0.00 %	\$200.00	\$200.00	\$200.00	\$17,600.00

Subtotal: \$17,600.00

Key Code Total Care

30 Day Key Code Total Care Bronze

Thank you for choosing Key Code Media, this quote is covered under a 30-day remote support plan. The equipment is covered under manufacturing warranty and the labor is covered by Key Code Support.

Key Code support hosts its own secure remote access support system. This system is much like a TeamViewer remote access, with the exception that it's hosted by Key Code Media and sits behind our firewall. As part of Change Me and Key Code Media support agreement, we can install this lightweight utility on all purchased computers at the discretion of facility staff. This will allow a support engineer to log in and see what the operator is seeing in real time.

Service Expectations

This support proposal includes the following Service Level agreements:

1. Provide normal business hours support
 - a. Access to M-F 9am EST - 6pm PST support line
 - b. Includes emergency and non-emergency call for:
 - i. Software Issues and Version Upgrades
 - ii. Hardware support for purchased equipment
 - iii. Remote support
 - c. Major Holidays are not included in coverage
 - i. Christmas Day
 - ii. July 4th
 - iii. Thanksgiving +1
 - iv. New Year's Day
 - v. Memorial Day
 - vi. Labor Day
2. Contract Includes Costs for Mileage Associated with support visits
 - a. Does not include for Airfare, Hotel, Rental Car, or Per-Diem
 - b. Does not include Travel Costs associated with other quotes
 - c. All Non-Covered T&E will be invoiced at actual cost

Warranty Terms

The warranty begins upon completion of install and lasts for 30 days.

Support Contract Information

Service Hotline: 818-303-3980

Email Support: Support@keycodemedia.com (Email is monitored from 9a – 6p)

Call Back Response Time

9am – 6pm response time 5 – 30 minutes



**AV-IT Design Services Revised Report for
The City of Spokane
Prepared for: City of Spokane**

Sales Quotation

Quote #223346 v 8

Jul 26, 2023

AV-IT Design Services Revised Report for The City of Spokane



Prepared by:

Key Code Media, Inc. - Washington

Tom Arenz
206-249-4061
tarenz@keycodemedia.com

Bill To:

City of Spokane

808 W Spokane Falls Blvd
Spokane, WA 99201-3333
Jeff Bollinger
(509) 625-6359
jbollinger@spokanecity.org

Ship To:

City of Spokane

808 W Spokane Falls Blvd FL 5
Spokane, WA 99201-3333
Jeff Bollinger
(509) 625-6359
jbollinger@spokanecity.org

Quote Information:

Quote #: 223346

Version: 8
Delivery Date: 07/26/2023
Expiration Date: 08/29/2023
Terms:

Quote Summary

Description	Amount
Council Chambers AV System	\$149,348.35
Executive Briefing Center	\$48,064.02
Crestron Programming	\$17,600.00
Subtotal:	\$215,012.37
Estimated Tax:	\$19,566.12
Total:	\$234,578.49


*Options

Description	One-Time
Project Contingency	\$10,750.00
Optional Subtotal:	\$10,750.00

This Sales Quote ("SO") incorporates the Terms and Conditions found at <http://www.keycodemedia.com/terms/salesorder> ("T&C") and constitutes an offer or counter-offer, as applicable, by Key Code Media, Inc. or Burst Communications ("Seller"). This SO, including the T&C incorporated therein, shall become binding on the buyer listed herein ("Buyer") on the earliest of Buyer's: (i) acknowledgement hereof; or (ii) receipt of any goods and/or services ordered hereunder. No Buyer acknowledgement form, purchase order, or other document shall modify the SO or the T&C.

Key Code Media, Inc. - Washington

City of Spokane

Signature: 
 Name: Tom Arenz
 Title: Senior Account Manager, PNW
 Date: 07/26/2023

Signature: _____
 Name: Jeff Bollinger
 Date: _____



< Business Lookup

License Information:

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

Entity name: KEY CODE MEDIA, INC.

Business name: KEY CODE MEDIA, INC

Entity type: [Profit Corporation](#)

UBI #: 602-152-085

Business ID: 001

Location ID: 0002

Location: Active

Location address: 6632 S 191ST PL
STE E102
KENT WA 98032-2117

Mailing address: 270 S FLOWER ST
BURBANK CA 91502-2101

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
Lacey General Business - Non-Resident	29100			Active	Sep-30-2023	Mar-30-2017
North Bend General Business - Non-Resident	020063.0			Active	Sep-30-2023	Mar-20-2020
Spokane General Business - Non-Resident				Active	Sep-30-2023	Jul-12-2019
Vancouver General Business - Non-Resident				Active	Sep-30-2023	Sep-24-2015

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

Governing people	Title
KEY CODE MEDIA, INC	



Registered Trade Names

Registered trade names	Status	First issued
ADVANCED BROADCAST SOLUTIONS	Active	Jun-11-2019
KEY CODE MEDIA	Active	Nov-04-2021
KEY CODE MEDIA INC	Active	Feb-26-2018
KEY CODE MEDIA, INC	Active	Jun-11-2019

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 12/19/2022 2:40:48 PM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/9/2022

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 Burnham WGB Insurance Solutions CA Insurance License 0F69771 15901 Red Hill Avenue Tustin CA 92780	CONTACT NAME: Jackie Burleson PHONE (A/C. No. Ext): 714-824-8355 E-MAIL ADDRESS: jburleson@wgbib.com	FAX (A/C. No): 714-573-1770	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Casualty Company of America		25674
INSURED Key Code Media, Inc. 270 S. Flower St. Burbank, CA 91502	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1016987030

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:			ZLP51N07015	11/12/2022	11/12/2023	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			BA8M837347	11/12/2022	11/12/2023	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 RETENTION \$			CUP8M853869	11/12/2022	11/12/2023	EACH OCCURRENCE	\$ 6,000,000
							AGGREGATE	\$ 6,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB8M849611	11/12/2022	11/12/2023	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Spokane, its officers and employees is named as additional insured on the General Liability per attached CGD4170219 as required by written contract subject to the terms and conditions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane
 808 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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <p>A. Non-Owned Watercraft - 75 Feet Long Or Less</p> <p>B. Who Is An Insured - Unnamed Subsidiaries</p> <p>C. Who Is An Insured - Employees - Supervisory Positions</p> <p>D. Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies</p> <p>E. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</p> <p>F. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</p> <p>G. Blanket Additional Insured - Broad Form Vendors</p> | <p>H. Blanket Additional Insured - Controlling Interest</p> <p>I. Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers</p> <p>J. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises</p> <p>K. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations</p> <p>L. Medical Payments - Increased Limit</p> <p>M. Blanket Waiver Of Subrogation</p> <p>N. Contractual Liability - Railroads</p> <p>O. Damage To Premises Rented To You</p> |
|---|---|

PROVISIONS

A. NON-OWNED WATERCRAFT - 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II - WHO IS AN INSURED:**

e. Any person or organization that, with your express or implied

consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to **SECTION II - WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II - Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II - WHO IS AN INSURED:

- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of

the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II - Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization, other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II - WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II - Who Is An Insured.

F. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written

contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the

manufacturer, and then repackaged in the original container;

- (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED - CONTROLLING INTEREST

- 1. The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- 2. The following is added to Paragraph 4. of **SECTION II - WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED - MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED - GOVERNMENTAL ENTITIES - PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II - WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED - GOVERNMENTAL ENTITIES - PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II - WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS - INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III - LIMITS OF INSURANCE:**

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person,

and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – **COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;


2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

 Agenda Sheet for City Council Meeting of* <input type="text" value="08/21/2023"/>		<input type="text" value="8/7/2023"/> <small>(Clerk use only)</small>	
Briefing date: 08/21/2023 Status: ADDITIONAL APPROVALS		<input type="text" value="OPR 2023-0017"/>	
Submitting Dept*: HOUSING & HUMAN SERVICES	<input type="text" value="6055"/>	<input type="text"/>	
Contact Name & Phone*: JENN CERECEDES	<input type="text" value="JCERECEDES@SPOKANECITY.ORG"/>	<input type="text"/>	
Contact E-Mail*:	<input type="text"/>	<input type="text"/>	
<input checked="" type="checkbox"/> Add'l Docs Attached?	<input type="text" value="Contract Item"/>	<input type="text"/>	
Agenda Item Name: Begin with Dept # <input type="text" value="1680 - TRAC TSA SUBRECIPIENT AGREEMENT AMENDMENT B"/>			
Agenda Wording*: (25 character max) <input type="checkbox"/> Additional attached? Contract Amendment B with the Salvation Army to increase funding from additional sources under REET 1, Washington State Department of Commerce ROW Funding, and ARPA for the Trent Resource and Assistance Center (TRAC) project.			
Summary (Background)*: (367 character max.) <input type="checkbox"/> Additional attached? CHHS is requesting to amend the TRAC TSA contract (OPR 2023-0017) by adding \$3.5MM from REET, ARPA, and Department of Commerce Funds.			
Lease? Yes <input type="radio"/> No <input checked="" type="radio"/> Grant related? Yes <input checked="" type="radio"/> No <input type="radio"/> Public Works? Yes <input type="radio"/> No <input checked="" type="radio"/>			
Fiscal Impact		Budget Account <input type="checkbox"/> Additional attached?	
Expense	\$ 824,180	# 1425-58815-57215-54201-97236	
Expense	\$ 1,511,497.15	# 1700-95589-65410-54201-99999	
Expense	\$ 1,164,322.85	# 1540-95655-65410-54201-99999	
Select	\$	#	
Approvals		Council Notifications (Date) <input type="checkbox"/> None	
Dept Head		Study Session / Other <input type="text" value="PIES 7/24"/>	
Division Director		Council Sponsor <input type="text" value="Kinnear"/>	
Finance		Distribution List (Emails preferred) <input type="checkbox"/> Additional?	
Legal			<input type="text" value="jcerecedes@spokanecity.org"/>
For the Mayor			<input type="text" value="chhsgrants@spokanecity.org"/>
			<input type="text" value="chhsaccounting@spokanecity.org"/>
Purchasing		<input type="text" value="kclifton@spokanecity.org"/>	
ACCOUNTING - GRAI		<input type="text" value="pgrinder@spokanecity.org"/>	
Select Dept 2			
Select Dept 3			

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	CHHS										
Contact Name	Jenn Cerecedes										
Contact Email & Phone	icerecedes@spokanecity.org										
Council Sponsor(s)	CM Kinnear										
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5										
Agenda Item Name	TRAC TSA Subrecipient Agreement Amendment B										
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>CHHS is requesting to amend the TRAC TSA contract (OPR 2023-0017) by adding \$3.5MM from REET, ARPA, and Department of Commerce Funds.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td colspan="2" style="background-color: yellow;">New \$3.5 million addition</td> </tr> <tr> <td>ARPA</td> <td style="text-align: right;">\$824,180.00</td> </tr> <tr> <td>REET1</td> <td style="text-align: right;">\$1,511,497.15</td> </tr> <tr> <td>ROW YR2</td> <td style="text-align: right;">\$1,164,322.85</td> </tr> <tr> <td></td> <td style="text-align: right; border-top: 1px solid black;">\$3,500,000.00</td> </tr> </table>	New \$3.5 million addition		ARPA	\$824,180.00	REET1	\$1,511,497.15	ROW YR2	\$1,164,322.85		\$3,500,000.00
New \$3.5 million addition											
ARPA	\$824,180.00										
REET1	\$1,511,497.15										
ROW YR2	\$1,164,322.85										
	\$3,500,000.00										
Proposed Council Action	Please approve this amendment										
<p>Fiscal Impact Total Cost: <u>\$5,640,568</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: REET 1 , ARPA, Department of Commerce Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)</p>											
Operations Impacts (If N/A, please give a brief description as to why)											
What impacts would the proposal have on historically excluded communities? These funds are to support shelter operations at the TRAC shelter											
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? CMIS will be used to collect data											
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? CMIS will be used to collect data											
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 proposal aligns with the 5-year strategy to end homelessness											



City of Spokane
AGREEMENT AMENDMENT B
Title: TRAC Shelter Amendment

This Agreement Amendment is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **The Salvation Army**, whose address is 222 E Indiana, Spokane, WA 99207 as (“GRANTEE”).

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Trent Resource and Assistance Center (TRAC); and

WHEREAS, an Agreement Amendment is anticipated and is now being memorialized for this Program in this Amendment; and

WHEREAS, additional funds are necessary to complete the Project, thus the original Agreement needs to formally Amended by this written document; and

WHEREAS, additional funding has been made available under REET 1, Department of Commerce ROW funding, and ARPA; and

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

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

1. CONTRACT DOCUMENTS.

The original Agreement, dated January 9, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. CONTRACT TERM/PERIOD OF PERFORMANCE.

This Agreement Amendment shall become effective on July 1, 2023.

3. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by **THREE MILLION FIVE HUNDRED AND 0/100 DOLLARS (\$3,500,000.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **NINE MILLION ONE HUNDRED FORTY THOUSAND FIVE HUNDRED AND EIGHTY-SIX AND 0/100 DOLLARS (\$9,140,586.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement and shall not be exceeded without the prior written authorization of the City,

memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 20} of the original Agreement):

Category	Amount
SHELTER OPERATIONS 2022	\$1,097,322.00
SHELTER OPERATIONS 2023	\$4,543,264.00
SHELTER OPERATIONS AMENDMENT A	\$3,500,000.00
TOTAL	\$9,140,586.00

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

THE SALVATION ARMY

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 1 – Suspension & Debarment and FFATA Certification

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

- (1) The prospective primary participant 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 application been convicted of or had a civil judgement 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 for or otherwise criminally or civilly charged by a governmental 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 Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The undersigned agrees by signing this Agreement 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 Agreement that it will include the following required certification, 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.
- (4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- (5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- (6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes If yes, answer question 2 below.

No If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

No If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:

The Grantee certifies that the information contained on this form is true and accurate.

By: _____
Title: _____
Date: _____



Agenda Sheet for City Council Meeting of:

08/21/2023

Date Rec'd	7/26/2023
Clerk's File #	OPR 2022-0644
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

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

Agenda Wording
 Contract Amendment for Outside Counsel Craig Trueblood with the law firm K & L Gates, LLP. for \$100K.

Summary (Background)
 The matter is currently set for trial before the PCHB in May 2024. Additional funds are needed, we request an additional \$100K to the contract for a total of \$350K.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 100,000	# 4320-30210-35141-54105-99999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	PICCOLO, MIKE	Study Session\Other	PIES - 7-24-23
Division Director		Council Sponsor	CM Kinnear
Finance	MURRAY, MICHELLE	Distribution List	
Legal	HARRINGTON, MARGARET	Mfeist@spokanecity.org	
For the Mayor	JONES, GARRETT	Eschoedel@spokanecity.org	
Additional Approvals		Rgennett@spokanecity.org	
Purchasing		rhulvey@spokanecity.org	
		craig.trueblood@klgates.com	
		kkeck@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City Legal
Contact Name	Lynden Smithson / Elizabeth Schoedel
Contact Email & Phone	lsmithson@spokanecity.org Ext 6283
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Outside Counsel Contract Amendment
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City has a contract with Craig Trueblood of K & L Gates, LLP., as outside legal counsel to represent and assist the City in the matter of City of Spokane v. Washington State Department of Ecology, on appeal of the City's NPDES Permit. The matter is currently set for trial before the PCHB in May 2024. Additional funds are need: We request an additional \$100,000 to the contract for a total of \$350,000.
Proposed Council Action	Approve/Pass 7/24/23
Fiscal Impact	
Total Cost: <small>Click or tap here to enter text.</small>	
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: <small>Click or tap here to enter text.</small>	
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? N/A – This work is for special counsel representation to the City.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – This work is for special counsel representation. It will 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? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? The Contract Amendment is consistent with the City's requirements for helping align City policies by providing the City with legal support and representation in current litigation regarding its NPDES Discharge Permit.	



City of Spokane
SPECIAL COUNSEL
CONTRACT AMENDMENT #3

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CRAIG TRUEBLOOD OF THE LAW FIRM K & L GATES, LLP.**, whose address is 925 Fourth Avenue, Suite 2900, Seattle, Washington 98104-1158, as ("Firm"), Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide legal services and advice to the City regarding the Appeal of the City's NPDES Permit, consistent with applicable laws and this Contract.

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

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

1. CONTRACT DOCUMENTS.

The original Contract, dated September 12, 2022 with an effective date of August 1, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective July 1, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00).**

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

**CRAIG TRUEBLOOD
LAW FIRM K & L GATES, LLP.**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Nadine Woodward

Type or Print Name

Title

Mayor

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

U2023-059



Agenda Sheet for City Council Meeting of:
08/21/2023

Date Rec'd	7/19/2023
Clerk's File #	OPR 2023-0827
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	JENN CERCEDES 509-625-6055
Contact E-Mail	JCERCEDES@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	#1680 1MM FOR VOA CROSSWALK 2.0

Agenda Wording
CHHS requests permission to disburse 1,000,000 to VOA for development fees and construction activities for the new Crosswalk Teen Shelter and Transitional Housing.

Summary (Background)
The City of Spokane under ORD C-36161 allocated \$1,000,000.00 to Volunteers of America for development fees and construction activities for the new Crosswalk Teen Shelter and Transitional Housing located at 3024 E Mission Ave, Spokane, WA. CHHS Requests permission to distribute these funds to VOA. The contract will run from August 1, 2023 through December 31, 2023, the funds must be spent during this time.

Lease? NO	Grant related? YES	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 1,000,000	# 1910-53010-65410-5XXXX-99999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	MCCOLLIM, KIMBERLEY	Study Session\Other	7/17/23
Division Director	MCCOLLIM, KIMBERLEY	Council Sponsor	Zack Zappone
Finance	MURRAY, MICHELLE	Distribution List	
Legal	HARRINGTON, MARGARET	jcerecedes@spokanecity.org	
For the Mayor	JONES, GARRETT	kclifton@spokanecity.org	
Additional Approvals		pgrinder@spokanecity.org	
Purchasing			
ACCOUNTING - GRANTS	MURRAY, MICHELLE		

**AGREEMENT BETWEEN
CITY OF SPOKANE ("CITY") AND VOLUNTEERS OF AMERICA ("GRANTEE")**

1. Grantee VOLUNTEERS OF AMERICA 525 W 2ND AVE SPOKANE, WA 99201		2. Contract Amount \$1,000,000		3. Tax ID 91-0577131	
				4. UEI# NB2NUDTNWK4	
5. Grantee's Program Representative BRIDGET CANNON, SVP CRISIS INTERVENTION 525 W 2ND AVE SPOKANE, WA 99201 509-688-1120 BCANNON@VOASPOKANE.ORG			6. City's Program Representative JENN CERECEDES 801 W SPOKANE FALLS BLVD SPOKANE, WA 99203 509-625-6005 JCERECEDES@SPOKANECITY.ORG		
7. Grantee's Contract Representative BRIDGET CANNON, SVP CRISIS INTERVENTION 525 W 2ND AVE SPOKANE, WA 99201 509-688-1120 BCANNON@VOASPOKANE.ORG			8. City's Contract Representative PAUL GRINDER 801 W SPOKANE FALLS BLVD SPOKANE, WA 99203 509-625-6032 PGRINDER@SPOKANECITY.ORG		
9. Grantee's Financial Representative DAYNA BROWN, FINANCE MANAGER 525 W 2ND AVE SPOKANE, WA 99201 509-688-1107 DBROWN@VOASPOKANE.ORG			10. City of Spokane Internal Items VOA CROSSWALK 2.0 6700		
11. Grantor Award # N/A		12. Start Date 8/1/2023		13. End Date 12/31/2023	
14. Federal Funds NO		CFDA # NO	Federal Agency N/A		Program Title CRIMINAL JUSTICE
15. Total Federal Award \$0		16. Federal Award Date N/A		17. Research & Development? N/A	
18. Indirect Cost Rate NO INDIRECT COSTS					
19. Grantee Selection Process: (check all that apply or qualify) <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-approved by Funder			20. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		

(FACE SHEET)



CITY OF SPOKANE
CONTRACT
Title:

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **VOLUNTEERS OF AMERICA**, whose address is 525 W 2ND AVE, SPOKANE, WA 99201 as ("GRANTEE"), individually hereafter referenced as a "GRANTEE", and together as the "parties".

WHEREAS, the GRANTEE was awarded by Spokane City Council through ordinance C-36161 on December 13, 2021 for this contract;

The parties agree as follows:

1. **SCOPE OF WORK.** The GRANTEE shall use funds for development fees and construction activities for the Crosswalk Teen Shelter and Transitional Housing located at 3024 E Mission Ave, Spokane, WA.
2. **CONTRACT TERM/PERIOD OF PERFORMANCE.** The Contract shall begin AUGUST 1, 2023 and shall run through DECEMBER 31, 2023, unless terminated sooner. This Contract may be amended as needed by written agreement of the parties.
3. **BUDGET.** The City shall reimburse the GRANTEE a maximum amount not to exceed **ONE MILLION AND NO/100 (\$1,000,000.00)**, for all things necessary or incidental to the performance of services as listed in SECTION 1. SCOPE OF WORK. Reimbursement for services shall be in accordance with the terms and conditions listed under SECTION 4. PAYMENT PROCEDURES. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.

Category	Amount
Development Fees and Construction Activities	\$1,000,000.00

4. **PAYMENT PROCEDURES.** Upon execution of this contract the CITY shall send out a billing sheet to the GRANTEE to be used for reimbursement. The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited

to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10th of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

A. Reimbursement Requests:

The GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment. In addition, the CITY may request all supporting documentation for monitoring purposes during the period of performance of this Agreement and during the records retention period.

B. Payment:

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE 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.

In the event that the CITY or Funding Agency determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or Funding Agency may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- 1) The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- 2) The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- 3) The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

C. Program Income

If program income is generated by activities carried out with program funds made available under this agreement, the GRANTEE shall report program income monthly on invoices submitted to CITY (program income is defined in ATTACHMENT D-REGULATIONS) By way of further limitations, the GRANTEE may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period.

D. Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

E. Travel

The GRANTEE shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

5. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS. Each party shall comply with all applicable federal, state, and local laws and regulations. Including program specific regulations as outlined in Attachment D- Program 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. NOTICES. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

8. AMENDMENTS. The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in**

writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ninety (90) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this Agreement shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis. Requests for amendments to the budget must be submitted in writing using Attachment F Amendment Request Form.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

9. 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.

10. 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 GRANTEE for all work previously authorized and performed prior to the termination date.

A. The CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- 1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time.
- 2) Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement.
- 3) Ineffective or improper use of funds provided under this Agreement; or
- 4) Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

B. This Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

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

12. 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;
 - 1) 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.

13. GENERAL CONDITIONS

A. “INDEPENDENT CONTRACTOR”.

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the GRANTEE is an independent contractor.

B. WORKERS’ COMPENSATION.

The GRANTEE shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

C. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

14. Special Conditions

The GRANTEE shall send essential staff to all mandatory City, and/or funding agency training and information meetings.

The GRANTEE shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

The GRANTEE shall not subaward any funds included in this Agreement without prior approval from the CITY.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE Further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

GRANTEE shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

15. 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. ATTACHMENT A.

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

17. 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.

18. 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.

19. 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.

20. ADMINISTRATIVE REQUIREMENTS.

A. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records pertinent to the Program and activities to be funded under this Agreement. Such records shall include and show compliance with the following as applicable, but not be limited to:

- a. Records documenting homeless status or at risk of homeless status.
- b. Records documenting reasonable belief of imminent threat of harm.
- c. Records documenting annual income.
- d. Program participant records, housing standards and services provided.
- e. Conflict of interest and confidentiality requirements.
- f. Records documenting compliance with housing standards and Fair Housing; and
- g. Other records necessary to properly and thoroughly document Program compliance.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least three (3) years or as determined by ATTACHMENT D- PROGRAM REGULATIONS. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the above referenced period, then such records must be retained until completion of the actions and resolution of all issues.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to client name, address, income level or other basis of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

4) Disclosure

h. "Confidential Information" as used in this section includes:

- i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY.
 - ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
 - iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- j. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The

GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- i. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
- ii. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
- iii. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over program funds, including program income.

6) Audits & Inspections

The GRANTEE shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE shall comply with Federal audit requirements who expend in excess of \$750,000 of federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

21. 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, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the city will comply with the Public Records Act and release the records.

22. DISPUTES. 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.

23. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

24. WAIVER

The CITY’s failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to 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 signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

GRANTEE

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 and Suspension
Attachment E – Amendment Request Form

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

- (1) The prospective primary participant 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 application been convicted of or had a civil judgement 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 for or otherwise criminally or civilly charged by a governmental 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 Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The undersigned agrees by signing this Agreement 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 Agreement that it will include the following required certification, 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.
- (4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- (5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- (6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes If yes, answer question 2 below.

No If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

No If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:

The Grantee certifies that the information contained on this form is true and accurate.

By: _____
Title: _____
Date: _____

Attachment F Out of Cycle Contract Amendment Request

Date Requested:
 Agency Requesting:
 Contact Person:
 Email:
 Phone:
 OPR:

Type of Revision Requested Budget Revision Performance Other

Please Describe your Request

If this is a budget revision please update the budget chart below

Budget Category	Original Budget	Adjustment Request mm.dd.yy	Budget After Adjustment	Expenses through mm.dd.yy	Balance Remaining
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

#DIV/0!

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	CHHS
Contact Name	Jenn Cerecedes
Contact Email & Phone	509-625-6055
Council Sponsor(s)	Zack Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	VOA Crosswalk
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City of Spokane under ORD C-36161 allocated \$1,000,000.00 to Volunteers of America for development fees and construction activities for the new Crosswalk Teen Shelter and Transitional Housing located at 3024 E Mission Ave, Spokane, WA. CHHS Requests permission to distribute these funds to VOA. The contract will run from August 1, 2023 through December 31, 2023, the funds must be spent during this time.
Proposed Council Action	Please approve CHHS to enter into contract for the requested amount
Fiscal Impact	
Total Cost: <u>\$1,000,000</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: Washington State Department of Commerce Consolidated Homeless Grant	
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? These funds will increase beds for youth and young adults	
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? As these costs are for development and construction activities there will not be any demographic information collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? n/a	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This aligns with the 5 year plan to end homelessness.	



Agenda Sheet for City Council Meeting of:

08/21/2023

Date Rec'd	8/2/2023
Clerk's File #	OPR 2022-0345
Renews #	
Cross Ref #	RES 2022-0037
Project #	2022074
Bid #	
Requisition #	

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

Agenda Wording

Amendment of consultant agreement with DOWL, LLC to support the Citywide Traffic Calming Program.

Summary (Background)

Amendment to provide for additional tasks related to traffic calming including a "value engineering" exercise and traffic analysis of the following areas: Indian Trail Road, 18th Avenue, and Altamont Street/11th Avenue. Contract amendment cost \$216,026.80 for a total contract cost \$766,026.80.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 108,013.40

Expense \$ 108,013.40

Select \$

Select \$

Budget Account

1380-24100-42300-54201-99999

1380-24104-42300-54201-99999

#

#

Approvals

Dept Head	DAVIS, MARCIA
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	BEATTIE, LAUREN
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	Public Safety 7/31/23
Council Sponsor	Kinnear/Zappone
Distribution List	ddaniels@spokanecity.org
	icmaccounting@spokanecity.org
Additional Approvals	eraea@spokanecity.org
Purchasing	inote@spokanecity.org
	kemiller@spokanecity.org
	Signer: Renee Whitesell rwhitesell@dowl.com

Committee Agenda Sheet

Public Safety and Community Health

Submitting Department	Integrated Capital Management
Contact Name & Phone	Inga Note 625-6331
Contact Email	inote@spokanecity.org
Council Sponsor(s)	Council President Kinnear, Council Member Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	Citywide Traffic Calming contract amendment
Summary (Background)	<p>Council approved up to \$550,000 for DOWL’s consultant agreement through OPR 2022-0345. DOWL is almost finished with the work under the existing contract.</p> <p>The amendment adds several tasks:</p> <ul style="list-style-type: none"> • A “value engineering” exercise for several high dollar projects to bring them closer to Council selected limits of \$300K or \$500k. • The Cycle 10 (Res 2022-0037) authorized study of Indian Trail Road up to \$100,000 • The Cycle 10 authorized study of 18th Avenue up to \$50,000 • The Cycle 10 authorized study of Altamont-11th Avenue up to \$50,000 <p>The amendment will be for \$216,000. New contract total will be \$766,000.</p>
Proposed Council Action & Date:	Contract Amendment approval on August 28th
Fiscal Impact:	<p>Total Cost:</p> <p>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: Traffic Calming</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts	<p>What impacts would the proposal have on historically excluded communities?</p> <p>Every neighborhood council in the city has projects on the citywide traffic calming list.</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>City staff has put together a summary of prior traffic calming investment in all neighborhoods to ensure better equity in the future.</p>

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

This is part of an ongoing program where built projects have proven effective and popular with the citizens.

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 proposal aligns with city goals to use traffic calming funds for safety purposes.



City of Spokane
CONTRACT AMENDMENT

Title: **CITYWIDE TRAFFIC
CALMING MASTER PLAN**

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

WHEREAS, the parties entered into a Contract wherein the Consultant agreed perform a Citywide Traffic Calming Master Plan; and

WHEREAS, additional funds are required to continue the work for the remainder of the contract term, thus the original Contract needs to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated May 19, 2022 and May 20, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Amendment shall become effective on September 1, 2023 and shall run through December 31, 2024.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **TWO HUNDRED SIXTEEN THOUSAND TWENTY-SIX AND 80/100 DOLLARS (\$216,026.80)** plus applicable tax, in accordance with the Scope of Work Addendum attached hereto, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

DOWL, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments to this Contract Amendment:
Scope of Work Addendum

Exhibit B – DRAFT SCOPE OF WORK ADDENDUM
DOWL Consultant Services
Cycle 10 Traffic Calming Studies - City of Spokane

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II. Project Schedule2

III. Definitions/Abbreviations.....2

IV. Tasks & Descriptions.....2

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 Task 1c. Quality Control.....2

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I. PROJECT DESCRIPTION

The DOWL Citywide Traffic Calming Master Plan Scope of Work is amended (denoted as **Amendment 1**) to include the following Cycle 10 Traffic Calming projects described in City Council resolution 2022-0037:

Lincoln Heights: “Set aside funding for study of Altamont Street in the next four year project cycle.” Staff understands this to be a study of 11th Avenue from Altamont to Ray, and both the North and South sides of Altamont Blvd. Specific concerns raised by citizens include cut-through traffic on 11th between Ray and Altamont Street. Recommendations to focus on reducing speed and cut-through volume and improving the bicycle and pedestrian experience along the corridor.

Rockwood: “Set aside funding for Greenway alignment on 18th Street study in the next four year project cycle.” Staff understands this to be a study of 18th Avenue between Grand Boulevard and Upper Terrace Road to confirm travel speeds, through trip vs. local trip patterns, parking use and non-motorized trip patterns. Recommendations to focus on improving the bicycle and pedestrian experience on the route.

North Indian Trail: “Set aside funding for study in next four year project cycle of safety improvements along Indian Trail Road.” The resolution also includes implementation funds for this project. Staff understands this to be a study of collision patterns, speeds, and non-motorized use along and across the corridor from the north city limits to Francis. Recommendations to focus on reducing speeds and collisions and improving the bicycle and pedestrian experience along the corridor.

These studies will be used to inform any amendments to the final summary report for the Citywide Traffic Calming Master Plan. Original project tasks are amended (denoted as **Amendment 1**) and shown in the following Tasks in Section IV.

II. PROJECT SCHEDULE

The project schedule anticipates project NTP by August 1, 2023. Consultant will make every effort to progress the project to meet the deadline of study completion by August 2024.

III. DEFINITIONS/ABBREVIATIONS

Project: Citywide Traffic Calming Master Plan – City of Spokane

Consultant: DOWL

City: City of Spokane

Sub: Sub-Consultant; DKS Associates

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

IV. TASKS & DESCRIPTIONS

Task 1 – Project Management

Amendment 1: No changes at this time. Project management, meetings and quality control related to the new Task 3 traffic analyses will be included within their appropriate tasks for tracking purposes.

Task 2 – Neighborhood Workshops

Amendment 1:

(New Task) Task 2d. Traffic Calming Cycle 10 Workshops

This sub-task includes additional Traffic Calming Workshops related to the Cycle 10 studies. Consultant team members will attend up to two (2), 2-hour workshops for each traffic study, six (6) workshops in total. Consultant team members will assist City staff and facilitators in guiding neighborhood discussion but are not responsible for the Public Involvement coordination or meeting logistics. This task does include expenses related to workshop material preparation and printing. City staff and DOWL will attempt to schedule workshops on consecutive days to minimize travel costs.

Deliverables: Traffic Calming Workshop Summary Notes

Task 3 – Traffic Analysis

Amendment 1:

(New Task) Task 3c. Altamont Boulevard Sub-Area Traffic Study

This sub-task includes the data collection, operational/safety analysis, and traffic calming recommendations for the Altamont Boulevard Sub-Area bounded by 11th Avenue from Altamont to Ray and both the North and South sides of Altamont Boulevard, more commonly known as the Altamont Loop.

Consultant shall conduct an existing conditions operational and safety analysis to document current multimodal facilities within the study area for the morning, school, and evening peak periods. A description of the study area will be provided including historical trends (if available), street classifications, roadway cross-sections, speed limits, and non-motorized facilities. Any deficiencies will be noted during the analysis and documented in the study.

Study intersections will include the following:

- Altamont St/N Altamont Blvd
- Altamont St/S Altamont Blvd/ Altamont Pl/ 9th Ave
- S Altamont Blvd/Woodfern St
- S Altamont Blvd/Mt Vernon St
- N Altamont Blvd/Woodfern St
- N Altamont Blvd/11th Ave
- 11th Ave/Fiske St
- 11th Ave/Ray St (Local intersection)

Turning movement counts, including non-motorized users, (13-hr) will be collected at each intersection in addition to six 48-hr volume/speed/classification tube counts at locations within the study area to be determined by City Staff.

Origin-Destination data (2019-Present) will be collected from a vendor service and used to assess cut-through vehicle usage and route-choice trends within the study area.

Collision data at study intersection collected during the Citywide Traffic Calming Master Plan will be compiled and summarized in the study to identify high accident locations and trends.

The operational performance of the study intersections will be based on the Highway Capacity Manual 6th Edition methodology with operational deficiencies documented.

Consultant will develop a series of traffic calming solutions, with a focus on the following goals:

- Reduce 85th percentile (or better) vehicle speeds to the posted speed limit
- Reduce cut-through, non-neighborhood traffic to the extent possible
- Improve non-motorized visibility and safety.

Consultant will include a sidewalk inventory discussion and graphic which includes school walk routes to Franklin (using 2023-2024 boundaries) and sidewalk gap analysis.

Graphical concept drawings of proposed solutions and associated cost estimates will be included within the study report.

Assumption(s): No CAD concept drawings will be required as part of this task, only graphical concepts on aerial. No travel demand modeling, future forecasting, or microsimulation using SimTraffic or VISSIM will be required as part of this task.

Deliverables: Draft and Final Altamont Boulevard Sub-Area Traffic Study

(New Task) Task 3d. 18th Avenue Greenway Study

This sub-task includes the data collection, operational/safety analysis, and greenway-style recommendations for the E 18th Avenue corridor from Grand Boulevard to Upper Terrace Road.

Consultant will conduct an existing conditions operational and safety analysis to determine travel speed, vehicle counts, and corridor user activities, as well as provide an overview of ADA compliance of existing pedestrian facilities. A report will provide recommended improvements to the corridor based on concerns discovered during the existing conditions analysis and through neighborhood workshop feedback (see Task 2).

Origin-Destination data (2019-Present) will be collected from a vendor service and used to assess cut-through vehicle usage and route-choice trends within the study area. Turning movement counts (13-hr) will be collected at Grand Boulevard/E 18th Ave and Upper Terrace Road intersections. Volume/speed/classification tube counts for both weekend and weekday counts will be completed at three (3) locations within the study area to be determined by City Staff.

The operational performance of the study intersections will be based on the Highway Capacity Manual 6th Edition methodology with operational deficiencies documented.

Consultant to include an on-street parking occupancy and capacity evaluation as part of the draft and final study.

Consultant will develop a series of corridor improvement solutions, with a focus on the following goals:

- Reduce cut-through, non-neighborhood and non-business traffic to the extent possible
- Improve non-motorized facilities and address ADA-compliance concerns
- Improve safe business and residential access for all users

Graphical concept drawings of proposed solutions and associated cost estimates will be included within the study report.

Assumption(s): No CAD concept drawings will be required as part of this task, only graphical concepts. No travel demand modeling, future forecasting, or microsimulation using SimTraffic or VISSIM will be required as part of this task.

Deliverables: Draft and Final 18th Avenue Corridor Study

(New Task) Task 3e. Indian Trail Road Corridor Study

This sub-task includes the data collection, operational/safety analysis, and traffic calming recommendations for the Indian Trail Road corridor from W Bedford Avenue to W Francis Avenue.

Consultant shall conduct an existing conditions operational and safety analysis to document current multimodal facilities within the study area for the weekday morning and evening peak periods. A description of the study area will be provided including historical collision data trends (if available), street classifications, land use, roadway cross-sections, speed limits, and non-motorized facilities. Any operational or safety deficiencies will be noted during the analysis and documented in the study.

Study intersections will include the following:

- Indian Trail Road / W Bedford Ave
- Indian Trail Road / W Ridgecrest Drive
- Indian Trail Road / W Comanche Drive
- Indian Trail Road / W Navaho Avenue
- Indian Trail Road / W Shawnee avenue
- Indian Trail Road / W Barnes Avenue
- Indian Trail Road / W Lowell Avenue
- Indian Trail Road / W Strong Road/ W Pacific Park Dr
- Indian Trail Road / W Kathleen Avenue
- Indian Trail Road / W Janice Ave
- Indian Trail Road / W Excell Avenue
- Indian Trail Road / W Fleming Street
- Indian Trail Road / W Weile Avenue
- Indian Trail Road / W Woodside Avenue
- Indian Trail Road / W Beacon Avenue
- Indian Trail Road / W Holyoke Avenue
- Indian Trail Road / W Elmhurst Avenue

Turning movement counts (13-hr) will be collected at each intersection (including non-motorized users) in addition to four 48-hr volume/speed/classification tube counts at locations within the study area to be determined by City Staff.

Origin-Destination data (2019-Present) will be collected from a vendor service and used to assess usage and route-choice trends within the study area.

Collision data on the study corridor collected during the Citywide Traffic Calming Master Plan will be compiled and summarized in the study to identify high accident locations and trends. The collision data will be summarized in a figure.

The operational performance of the study intersections will be based on the Highway Capacity Manual 6th Edition methodology with operational deficiencies based on City of Spokane standards documented.

STA bus routes and service for the area (including planned changes) will be included along with boarding and alighting data obtained from STA for the stops on the corridor. One virtual meeting will be held with STA to discuss citizen transit access concerns on the corridor collected by STA staff.

Provide a summary of planned and/or funded infrastructure projects in the study area, including City capital projects and development frontage improvements.

Conduct 2040 future baseline conditions operational analysis at the study intersections for weekday PM peak hour conditions. The baseline conditions will include existing and reasonably funded improvements on the corridor. Forecasts will be developed using the SRTC regional travel demand model. Any operational deficiencies will be noted during the analysis and documented in the study.

Provide a summary of community concerns and potential solutions collected during the Citywide Traffic Calming Master Plan in the study. These combined with new information obtained at additional Traffic Calming Workshops will be used to inform traffic calming solutions.

Consultant will develop a series of traffic calming solutions on the corridor, with a focus on the following goals:

- Reduce 85th percentile (or better) vehicle speeds to the posted speed limit
- Improve east-west connectivity across Indian Trail Road
- Improve pedestrian and bicycle level of traffic stress where possible along Indian Trail Road.

Future operational analysis will be conducted for potential solutions that may reduce vehicle capacity on the corridor. Simtraffic will be used to evaluate future corridor conditions. Any operational deficiencies will be noted. The potential for vehicle operation impacts will be evaluated as tradeoffs to traffic calming benefits on the corridor.

Graphical concept drawings of proposed solutions and associated cost estimates will be included within the study report.

Assumption(s): No CAD concept drawings will be required as part of this task, only graphical concepts. No microsimulation using VISSIM will be required as part of this task.

Deliverables: Draft and Final Indian Trail Road Corridor Study

Task 4 – Concept Design

Amendment 1:

(New Task) Task 4c. Concept Design Value Engineering

This sub-task includes a value engineering review of the Top 3 concept designs within \$150,000 of the City Council defined spending cap for the applicable neighborhood. Each concept will be reviewed for opportunities to reduce project costs to within the City Council defined parameters for funding.

Assumption(s): An estimated 15 concepts are included in this task. Modifications to the concept design and estimate consistent with the results of value engineering will be included in this task.

Task 5 – Cost Estimates

Amendment 1: No changes at this time

Task 6 – Summary Report

Amendment 1: This task is amended to include additional time for incorporation of Cycle 10 Traffic Calming Recommendations into the final Summary Report for the Citywide Traffic Calming Master Plan. No new deliverables are anticipated in this amendment.



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

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

Summary

7/6/2023

Phase Name	Task	Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
		Hours	Cost			
Project Management	1	Project Management	-	\$ -	\$ -	\$ -
	2	Check-In Meetings	-	\$ -	\$ -	\$ -
	3	Quality Control	-	\$ -	\$ -	\$ -
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____ Subtotal		-	\$ -	\$ -	\$ -
Neighborhood Workshops	1	Workshop Preparation	-	\$ -	\$ -	\$ -
	2	Issues Workshops	-	\$ -	\$ -	\$ -
	3	Concept Solutions Workshops	-	\$ -	\$ -	\$ -
	4	Traffic Calming Cycle 10 Workshops	32	\$ 5,680.00	\$ 1,258.00	\$ 6,760.00
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____ Subtotal		32	\$ 5,680.00	\$ 1,258.00	\$ 6,760.00
Traffic Analysis	1	Background Documentation/Data Collection	-	\$ -	\$ -	\$ -
	2	Traffic Analysis	-	\$ -	\$ -	\$ -
	3	Altamont Boulevard Sub-Area Traffic Study	244	\$ 37,220.00	\$ 11,814.40	\$ 49,034.40
	4	18th Avenue Greenway Study	194	\$ 29,870.00	\$ 7,727.20	\$ 37,597.20
	5	Indian Trail Road Corridor Study	28	\$ 5,960.00	\$ 17,841.20	\$ 63,856.00
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____ Subtotal		466	\$ 73,050.00	\$ 37,382.80	\$ 63,856.00
Concept Design	1	Draft Concept Design (10%)	-	\$ -	\$ -	\$ -
	2	Final Concept Design (30%)	-	\$ -	\$ -	\$ -
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____ Subtotal		-	\$ -	\$ -	\$ -
Concept Estimates	1	Draft Concept Estimates (10%)	-	\$ -	\$ -	\$ -
	2	Final Concept Estimates (30%)	-	\$ -	\$ -	\$ -
	3	Concept Design Value Engineering	176	\$ 28,040.00	\$ -	\$ 28,040.00
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____ Subtotal		176	\$ 28,040.00	\$ -	\$ 28,040.00
Summary Report	1	Summary Report	-	\$ -	\$ -	\$ -
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other _____ Subtotal		-	\$ -	\$ -	\$ -
TOTAL		674	\$ 106,770.00	\$ 38,640.80	\$ 70,616.00	\$ 216,026.80



Agenda Sheet for City Council Meeting of:

08/21/2023

Date Rec'd	8/2/2023
Clerk's File #	OPR 2023-0828
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	MARLENE FEIST 625-6505
Contact E-Mail	MFEIST@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5200 – STA REIMBURSEMENT AGREEMENT DIVISION ST RAPID TRANSIT

Agenda Wording

Reimbursement agreement with Spokane Transit Authority (STA) in order to reimburse the City for direct and indirect costs associated with preliminary engineering and design of the Division Street Bus Rapid Transit project.

Summary (Background)

This reimbursement agreement will allow for the City to be reimbursed for direct and indirect costs associated with time engaged by the City's Director of Strategic Initiatives & Development in planning, coordinating and participating in support of the Division Street Bus Rapid Transit Preliminary Engineering and Scoping Phase. Contract is retroactively effective 1/1/23.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue	\$ 100,000
Select	\$
Select	\$
Select	\$

Budget Account

#	4250-30210-99999-33847-99999
#	
#	
#	

Approvals

Dept Head	FEIST, MARLENE
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	BEATTIE, LAUREN
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	PIES 7/24/23
Council Sponsor	Kinnear
Distribution List	ddaniels@spokanecity.org
	publicworksaccounting@spokanecity.org
	eraea@spokanecity.org
	kemiller@spokanecity.org
	mfeist@spokanecity.org
	Signee: Robert West rwest@spokanetransit.com

Additional Approvals

Purchasing	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Integrated Capital Management
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org
Council Sponsor(s)	Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Division Street Bus Rapid Transit Preliminary Engineering Reimbursement Agreement
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Spokane Transit Authority (STA) approached the City of Spokane with a request for additional assistance during their Division Street BRT project. The resulting agreement would reimburse the City for time spent by the Director of Strategic Initiatives & Development in support of STA's project.</p> <p>City costs eligible for reimbursement by STA include, but are not limited to, direct and indirect costs associated with time engaged by the City Director – Strategic Initiatives & Development in planning, coordinating and participating in support of the Division Street Bus Rapid Transit Preliminary Engineering and Scoping Phase. Example activities include participation in meetings related to the Project, workflow support as it pertains to City input, coordinating City responses, coordination with other agencies as needed, and conflict resolution.</p> <p>The Term of this Agreement shall retroactively commence as of January 1, 2023, and shall continue until the final date of completion of the Project or the date on which all reimbursement payments have been made by STA, whichever is earlier, unless terminated earlier in accordance with Section 12 of this agreement.</p>
Proposed Council Action	Approval of the agreement
Fiscal Impact Total Cost: <u>Not to exceed \$100,000</u> 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: Spokane Transit Authority Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating	
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

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

N/A

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

N/A

**DIVISION STREET BUS RAPID TRANSIT
PRELIMINARY ENGINEERING & DESIGN
REIMBURSEMENT AGREEMENT**

This Division Street Bus Rapid Transit Preliminary Engineering Reimbursement Agreement (“Agreement”) is made and entered into by and between the **City of Spokane** (“City”) and the **Spokane Transit Authority** (“STA”); hereinafter each referred to individually as a “Party” and collectively as “Parties”.

WHEREAS, STA is a Public Transportation Benefit Area (“PTBA”) formed under and operating by virtue of the laws of the State of Washington and Chapter 36.57A Revised Code of Washington, and is the designated recipient of formula and discretionary funding from the Federal Transit Administration (“FTA”) within the Spokane Urbanized Area; and

WHEREAS, as part of *Connect Spokane*, STA’s comprehensive plan for public transportation in the PTBA, STA has commenced preliminary design & planning efforts to deliver its Division Bus Rapid Transit (“BRT”) Project (“Project” or “Division BRT”); and

WHEREAS, the City, in concert with the Washington State Department of Transportation (“WSDOT”), is responsible for the planning, design and development of street infrastructure along the Division Street Corridor (“Corridor”); and

WHEREAS, STA and the City desire to collaborate on expectations, preliminary engineering and design efforts, requirements, permitting and construction of BRT improvements in the Corridor public right of way; and

WHEREAS, STA desires to provide for the reimbursement of certain costs incurred by the City for and related to the preliminary design and engineering phase of STA’s Division BRT project.

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the Parties agree to the terms and conditions as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the terms and conditions upon which STA shall reimburse the City for certain costs incurred by the City relating to the preliminary design and engineering and related matters thereto during STA’s design and engineering phase of the Project.

2. TERM

The Term of this Agreement shall retroactively commence as of January 1, 2023, and shall continue until the final date of completion of the Project or the date on which all reimbursement payments have been made by STA, whichever is earlier, unless terminated earlier in accordance with Section 12.

3. RATIFICATION

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

4. COST REIMBURSEMENT

- A. STA will reimburse the City for certain costs identified in this Agreement incurred by the City during the preliminary design and engineering phase of the Project.
- B. City costs eligible for reimbursement include, but are not limited to, direct and indirect costs associated with time engaged by the City Director – Strategic Initiatives & Development in planning, coordinating and participating in support of the Division Street Bus Rapid Transit Preliminary Engineering and Scoping Phase. Example activities include participation in meetings related to the Project, workflow support as it pertains to City input, coordinating City responses, coordination with other agencies as needed, and conflict resolution. Monthly emails from the City Director – Strategic Initiatives & Development to the STA Chief Planning & Development Officer will be sent highlighting the work items that were performed by the City Director – Strategic Initiatives & Development.
- C. All reimbursement payments made by STA to City under this Agreement shall be made with local STA funds only.

5. BUDGET

The total cost of reimbursed expenses pursuant to this Agreement shall not exceed \$100,000.00 (one hundred thousand dollars and zero cents) (“Budget”). Any costs in excess of the Budget shall be approved by the Parties in writing as an amendment to this Agreement.

6. INVOICING

- A. The City shall submit to STA invoices which shall include, by way of example and not limitation, the description of the work performed, the time period in which the work was performed, the hours worked, and the hourly rate for any labor performed. For consumables and materials, if any, an itemized invoice shall include, by way of example and not limitation, a description of the consumable or material, the total quantity, unit prices, and line-item total. Third-party reimbursable costs shall be supported by copies of all third-party invoices, receipts and similar records to fully substantiate the third-party costs. Third-party costs shall not be subject to any markup or additional fee.
- B. Upon receipt of an invoice from the City, STA shall review such invoice for payment. Payment shall be made within thirty (30) days of invoice receipt. Provided, in the event STA has questions about any cost or amount submitted by the City for reimbursement, STA shall notify the City of such questions in writing not later than thirty (30) days after receipt of an invoice. The Parties agree to mutually resolve any invoice questions in good faith, provided, unresolved disputes will be handled pursuant to Section 11 of this Agreement, and STA shall timely process payment for all undisputed invoice costs regardless of the resolution of any dispute. Invoices shall be submitted to the address set forth in Section 8 below.

7. NOTICES

All notices, requests, claims, demands and related communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by registered or certified mail, postage prepaid, return receipt requested; or (3) by email, addressed to the Parties’ representatives set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly received (1) when delivered in person; (2) upon receipt after dispatch by registered or certified mail, postage prepaid; or (3) upon confirmation of read receipt when transmitted by email.

City of Spokane	Spokane Transit Authority
Lynden Smithson Interim City Attorney City Hall, Fifth Floor 808 W Spokane Falls Blvd Spokane, WA 99201 E: lsmithson@spokanecity.org	Spokane Transit Authority Attn: Contracts 1230 W Boone Ave Spokane, WA 99201 E: contracts@spokanetransit.com

8. COMMUNICATIONS

Any administrative or operational communications required by the Parties shall be directed to the Parties representatives set forth below:

City of Spokane	Spokane Transit Authority
Katherine Miller Director - Strategic Initiatives & Development City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201 E: kemiller@spokanecity.org P: (509) 625-6338	Karl Otterstrom Chief Planning and Development Officer Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99203 E: kotterstrom@spokanetransit.com P: (509) 325-6089

Communications to be given hereunder shall be deemed sufficient if given (1) in person; (2) by mail, postage prepaid; or (3) by email, addressed to the Parties’ representatives set forth above, or as may be revised by written notice in accordance with Section 7 of this Agreement.

9. INDEMNIFICATION

A. STA agrees to indemnify, defend, save and hold harmless the City, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees, and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by STA pursuant to this Agreement.

- 1) In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against STA, the City retains the right to participate in said suit if any principle of public law is involved.
 - 2) This indemnity and hold harmless shall include any claim made against the City by an employee of STA or subcontractor or agent of STA, even if STA is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the City. STA specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that ST A provide the broadest scope of indemnity permitted by RCW 4.24.115.
- B. The City agrees to indemnify, defend, save, and hold harmless ST A, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees, and expenses incurred in connection therewith, or whatsoever kind or nature, a rising out of, or in connection with, or incident to, the performance of services by City pursuant to this Agreement.
- 1) In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, ST A retains the right to participate in said suit if any principle of public law is involved.
 - 2) This indemnity and hold harmless shall include any claim made against STA by an employee of the City or subcontractor or agent of the City, even if the City is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of STA. The City specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the City provide the broadest scope of indemnity permitted by RCW 4.24.115.

10. INDEPENDENT CAPACITY

- A. STA and the City are and shall at all times be deemed to be independent contractors in their performance under this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between either Party or between any of their employees. Each Party shall retain all authority for provision of services, standards of performance, discipline and control of its personnel, and other matters incident to its performance pursuant to this Agreement. Nothing in this Agreement shall make any employee of STA an employee of the City or any employee of the City an employee of STA for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.
- B. It is agreed by the Parties that this Agreement does not create a partnership or joint venture relationship between the Parties and does not benefit or create any rights in a third party.

11. DISPUTE RESOLUTION

- A. In the event of any dispute concerning this Agreement, the Parties representatives in Section 8 shall confer to resolve the dispute. These individuals shall use their best efforts and exercise good faith to resolve disputes and issues arising out of or related to this Agreement. In the event the Parties are unable to resolve the dispute, the City's Director - Strategic Initiatives & Development and

STA's Chief Planning and Development Officer shall confer and exercise good faith to resolve the dispute.

- B. In the event the City's Director - Strategic Initiatives & Development and STA's Chief Planning and Development Officer are unable to resolve the dispute, the City Mayor and STA's Chief Executive Officer shall engage in good faith negotiations to resolve the dispute.
- C. Any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the City Mayor and STA's Chief Executive Officer may be submitted to mediation. If still not resolved, the Parties may seek any judicial remedies available in law and equity.
- D. The Parties agree that they shall have no right to seek relief in a court of law until each of these procedural steps is exhausted and if a statute of limitations or statute of repose may lapse during these procedural steps, such statute(s) are deemed tolled until the completion of the above referenced administrative dispute resolution process.

12. TERMINATION

Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Termination shall be effected by serving a Notice of Termination in accordance with Section 7 of this Agreement, setting forth the effective date of termination.

If either Party has any property in its possession belonging to the other Party, such Party shall account for same and return it to the other Party or dispose of it in the manner the other Party directs in writing.

13. FORCE MAJEURE

In the event that any Party's obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbance, exposition, sabotage, accident or other casualty, weather event, pandemic, act of God, any law ordinance, rule or regulation which becomes effective after the date of this Agreement, measures of governmental authority including but not limited to any temporary law ordinance, health directive, rule, regulation, travel or movement restriction, or limitation on the size of gatherings implemented by the local health department, board or officer in the jurisdiction where the event is to be held, the Washington State Department of Health, the Governor of the State of Washington, the Washington State Military Department, the United States Department of Health & Human Services, the United States Centers for Disease Control and Prevention, or any other Local, State, or Federal Public Health Agency which adversely affects the ability of either Party to perform its obligations under this Agreement, pandemics, viral or communicable disease outbreak, quarantine or any other cause beyond the reasonable control of any Party, then the Parties shall be released from performance under this Agreement. The Parties hereby waive any claim for damages or compensation for such delay or failure to perform, other than obligations incurred up to the date of such force majeure.

14. NON-DISCRIMINATION

The Parties agree they shall not participate in any discriminatory action against any employee who is paid by funds indicated in this Agreement or against any applicant for such employment because of race, religion, color, sex, marital status, creed, national origin, age, Vietnam era or disabled veterans' status, or the presence of any sensory, mental or physical handicap, or as otherwise provided by applicable law. This provision shall include, but not be limited to, employment, upgrading, demotion,

transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

15. COMPLIANCE WITH LAWS

Each Party to this Agreement shall comply with all applicable federal, state and local laws and regulations.

16. GOVERNING LAW & VENUE

This Agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this Agreement shall be construed as altering or diminishing the rights or responsibilities of the Parties as granted or imposed by state law. Any and all disputes concerning this Agreement not resolved in accordance with Section 11 shall be resolved in the Superior Court of Spokane County, Washington. The Parties agree to exclusive personal jurisdiction, subject matter jurisdiction and the venue of this court.

17. ENTIRE AGREEMENT

This Agreement and its attachments, if any, constitute the entire Agreement between the Parties and supersedes all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.

18. MODIFICATION

This Agreement may be amended or modified only by written instrument signed by the Parties.

19. SEVERABILITY

Should any provision of this Agreement be deemed invalid or inconsistent with any federal, state or local law or regulation, or contrary to public policy, the remaining provisions shall continue in full force and effect. The Parties agree to immediately attempt to renegotiate such provision that is invalidated or superseded by such laws or regulations.

20. SUCCESSORS & ASSIGNS

This Agreement shall be binding on the Parties hereto. Neither Party may delegate the performance of any obligation hereunder to a third party without prior written approval from the other Party.

21. ANTI-KICKBACK

No officer, director, employee, agent or representative of the City of Spokane or the Spokane Transit Authority, 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.

22. CONFLICT OF INTEREST

No officer, director employee, agent or representative of the City of Spokane or the Spokane Transit Authority shall participate in the selection, award or administration of an agreement or contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise under the following circumstances, or as otherwise defined by law:

- A. the officer, director, employee, agent or representative;
- B. any member of his/her immediate family;
- C. his or her partner; or
- D. an organization which employs, or is about to employ, any officer, director, employee, agent or representative of STA,

has a financial or other interest in the firm selected for award.

23. TRADEMARKS AND LOGOS

The Parties are prohibited from using, and agree not to use, directly or indirectly, any name, trademark or logo of the other Party without first obtaining prior written consent from the other Party.

24. PUBLIC RECORDS ACT

The Parties understand and acknowledge that the other Party is a municipal corporation of the State of Washington subject to the “Public Records Act”, RCW 42.56, *et seq.*

The Parties understand and agree that the records it obtains or produces under this Agreement may be public records under the Public Records Act, or its successor act. The Parties shall cooperate in a timely manner in responding to a public records request (“PRR”) related to this Agreement or any deliverable or work performed hereunder. Such cooperation shall include searching all records regarding this Agreement or any deliverable or work performed hereunder, and producing all records that are potentially responsive to a PRR to the requesting Party. The Parties shall not charge the requesting Party for the time spent gathering and producing records pursuant to a PRR.

25. AUDIT/RECORDS

The Parties shall maintain for a minimum of three (3) years following final payment or expiration of this Agreement, whichever occurs later, all records related to its performance of this Agreement. A Party may audit any record related to this Agreement for any reason and the audited Party shall provide copies of and access to, at reasonable times, any such record upon request by the requesting Party. The Parties shall also provide access to authorized representatives of the Washington State Auditor’s Office 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 this Agreement, the federal law shall prevail.

Records and other documents, in any medium, furnished by any Party to another party will remain the property of the furnishing Party, unless otherwise agreed in writing. Subject to Section 24 of this Agreement, the receiving Party will not disclose or make available any confidential information 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.

26. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same instrument.

27. ELECTRONIC SIGNATURES

A signed copy of this Agreement or any other ancillary agreement transmitted by email or other means of electronic transmission or electronically or digitally executed shall be deemed to have the same legal effect as delivery of any original executed copy of this Agreement or such other ancillary agreement for all purposes.

[signatures on the following page]

28. SIGNATURES

The Parties affirm the individuals signing this Agreement have been granted the authority to do so and by their signature affirm the Parties will comply with the terms and conditions of this Agreement.

City of Spokane

Spokane Transit Authority

By: Nadine Woodward
Title: Mayor

By: E. Susan Meyer
Title: Chief Executive Officer

Date: _____

Date: _____

Attest:

Attest:

By: Terri Pfister
Title: City Clerk

By: Dana Infalt
Title: Clerk of the Authority

Date: _____

Date: _____

Approved as to form:

By: Margaret Harrington
Title: Assistant City Attorney

Date: _____



Agenda Sheet for City Council Meeting of:

08/21/2023

Date Rec'd	8/9/2023
Clerk's File #	OPR 2023-0829
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	VENDOR # PENDING

Submitting Dept	NEIGHBORHOOD SERVICES
Contact Name/Phone	PATRICK STRIKER 625-6263
Contact E-Mail	PSTRIKER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0450 - MLK COMMUNITY CENTER ROOF RESTORATION CONTRACT WITH WTI

Agenda Wording
 Contract to restore the roof of the MLK Community Center (East Central Community Center) @ 500 S Stone St, Spokane, WA 99202

Summary (Background)
 The roof on the center is in need of repair, the Facilities briefed the specifics of the roof requirements in Study Session on March 9th 2023. This contract will authorize the supplier to restore the roof with a new warranty. Funding is from Department of Commerce Grant S22115. Competition through Intergovernmental Contract, Omnia contract R180903. Estimated cost 749,885.67 plus applicable sales tax. Requesting admin reserve of 10% of the contract for contingency.

Lease? NO	Grant related? YES	Public Works? YES
Fiscal Impact	Budget Account	
Expense \$ 749,885.67	# 1360-97175-94750-56203-20252	
Select \$	#	
Select \$	#	
Select \$	#	

Approvals		Council Notifications	
Dept Head	MCCOLLIM, KIMBERLEY	Study Session\Other	F&A 8/21/23 per CP Kinnear
Division Director	MCCOLLIM, KIMBERLEY	Council Sponsor	CM Wilkerson
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	BEATTIE, LAUREN	jteal@spokanecity.org	
For the Mayor	SMITHSON, LYNDEN	tprince@spokanecity.org	
Additional Approvals		jnechanicky@spokanecity.org	
Purchasing		pstriker@spokanecity.org	
ACCOUNTING - GRANTS	MURRAY, MICHELLE	Contracts@tremcoinc.com (JK Milliken, signatory)	
		JBarnes@tremcoinc.com	
		CEDNHSAccounting@spokanecity.org	

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Office of Neighborhood Services
Contact Name	Jason Nechanicky (Jeffrey Teal, Patrick Striker)
Contact Email & Phone	jnechanicky@spokanecity.org , jteal@spokanecity.org , pstriker@spokanecity.org
Council Sponsor(s)	CM Wilkerson
Committee Date	8/21/2023
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	East Central Community Center Roof Restoration Contract with WTI
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The roof on the center is in need of repair, the Facilities briefed the specifics of the roof requirements in Study Session on March 9 th 2023. This contract will authorize the supplier to restore the roof with a new warranty.
Proposed Council Action	Approve
Fiscal Impact Total Cost: Click or tap here to enter text. Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Dept of Commerce Grant S22115 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?	
The MLK center provides various services to the neighborhood and will ensure the building is properly maintained to continue to serve it community needs.	
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?	
No data will be collected resulting from this action.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
No data will be collected resulting from this action.	
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 action aligns with City Facility building plans to ensure that buildings are properly maintained.



City of Spokane

PUBLIC WORKS CONTRACT

Title: **MARTIN LUTHER KING COMMUNITY CENTER 2023 ROOF IMPROVEMENTS**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WEATHERPROOFING TECHNOLOGIES, INC.**, whose address is 3735 Green Road, Beachwood, Ohio 44122 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 **MARTIN LUTHER KING COMMUNITY CENTER 2023 ROOF IMPROVEMENTS**, selected through Omnia contract R180903.
2. **CONTRACT DOCUMENTS.** The Contract Documents are this Contract, the Contractor's completed Proposal No. WA-R-180903-317815 (Exhibit B), the contract provisions, contract plans, standard specifications, 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 Office of Neighborhood Services 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 August 21, 2023, and ends on March 1, 2024, unless amended by written agreement or terminated earlier under the provisions.
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 **SEVEN HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED EIGHTY-FIVE AND 67/100 DOLLARS (\$749,885.67)**, 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 City of Spokane Office of Neighborhood Services, Sixth Floor, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.. 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. 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.

WEATHERPROOFING TECHNOLOGIES, 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:

Exhibit A - Certification Regarding Debarment

Exhibit B – Contractor’s Proposal No. WA-R-180903-317815

Exhibit C - Certification of Compliance with Wage Payment Statutes

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

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

<hr/> <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>



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

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

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

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

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

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

EXHIBIT B

PAYMENT BOND

We, **WEATHERPROOFING TECHNOLOGIES, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SEVEN HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED EIGHTY-FIVE AND 67/100 DOLLARS (\$749,885.67)**, plus sales tax if applicable, 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 **MARTIN LUTHER KING COMMUNITY CENTER 2023 ROOF IMPROVEMENTS**. 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 _____.

**WEATHERPROOFING TECHNOLOGIES,
INC.,**

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **WEATHERPROOFING TECHNOLOGIES, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SEVEN HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED EIGHTY-FIVE AND 67/100 DOLLARS (\$749,885.67)**, plus sales tax if applicable, 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 **MARTIN LUTHER KING COMMUNITY CENTER 2023 ROOF IMPROVEMENTS**. 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 _____

WEATHERPROOFING TECHNOLOGIES, 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 _____

Approved as to form:

Assistant City Attorney



Project Manual

Dr. Martin Luther King Community Center
500 Stone Street
Spokane Washington 99202

Owner

City Of Spokane
808 W. Spokane Falls Blvd.
Spokane Washington 99201

OMNIA Construction Documents

Certified Proposal Number WA-R-180903-317815



Date: 6-15-2023

RE: CUSTOMER PROPOSAL NUMBER WA - R - 180903-317815

Dear Valued OMNIA Member:

Thank you for your considering utilizing the OMNIA Cooperative Contractor Network method of delivery. Each contract in the OMNIA Partners portfolio has been competitively solicited and publicly awarded.

Tremco has implemented the Customer Proposal Number (CPN) system, a proposal registration program. This system will track transactions from the initial proposal stage to the completion of each project and provide consistency and faster service for your agency. It will also allow us to assist you with verification of contract compliance and consistency.

THE CPN PROCESS

Tremco will register your project and generate a CPN. That CPN (noted above) should be prominently displayed on all proposal related documents including Purchase Orders and invoices utilizing the OMNIA cooperative contract. The CPN will also alert our dedicated and experienced Tremco Cooperative Team, who will work to support you during the process.

Your Tremco representative may be found at <https://www.tremcoroofing.com/find-a-rep/>

Thank you for your participation with OMNIA.

Sincerely,

The Tremco Cooperative Team



Date: 6-15-2023

City of Spokane
Address: 808 W. Spokane Falls Blvd. Spokane Washington 99201
Attn: Jeff Teal

Re: Martin Luther King Community Center – 2023 Roof Improvements

Dear Mr. Teal,

Weatherproofing Technologies, Inc. (WTI) is pleased to submit for your consideration the attached line item proposal.

The scope of work is based on a turnkey operation as specified by WTI's OMNIA contract #R180903. The proposal represents the specific line-items and pricing associated with the project in accordance with contract #R180903. The WTI process includes specifications, preconstruction and progress meetings, final inspection, project closeout book, warranty and post project follow up.

The scope of work is outlined below. We will provide onsite supervision to ensure quality, as well as customer piece of mind.

SCOPE OF WORK

- Replace in like kind up to 1,000 Square Feet of wet insulation.
- Clean and wash the entire roofing system with a pressure washer – allow to dry.
- Prime the existing system with AG WB primer at 255 square feet per gallon.
- Apply Alphaguard Bio Fully Reinforced system.
- Install 200 linier feet of nonskid walkway.
- Remove debris and materials from job.
- Provide 20-year quality and assurance warranty

Project Description	Proposal Amount (Plus Tax)
Alphaguard Bio Restoration	\$ 749,885.67

-abatement for asbestos is not included

-prevailing wage is being provided for all work under this proposal

-Washington State apprenticeship council does not recognize our apprentices apprenticeship program. We do not meet all of the WA State requirements therefore we would have to sub out the Labor to a WA approved subcontractor to account for the 15% utilization for the project.

Should you have any questions, please do not hesitate to contact me. I look forward to being of service on this project as well as all your building envelope maintenance needs.

Respectfully, Jared Barnes & Weatherproofing Technologies, Inc.



WEATHERPROOFING TECHNOLOGIES, INC.
CPN CONTRACT # R180903-



Effective Date: 10/01/2021

CONFIDENTIAL

Name CITY OF SPOKANE
Description EAST CENTRAL COMMUNITY CENTER
Quote # 5053645
Date 7/25/2023

This price is valid for 60 days. After that time, project conditions are subject to reassessment.

Line Item #	Description	Unit of Measure	Unit Price	Quantity	Project Amount
AREAS 2, 4,8 & 10					
2	Pressure cleaning, horizontal surfaces	SF	\$ 0.48	14,786	\$ 7,097.28
VA 52	prime substrate	SF	\$ 0.41	14,786	\$ 6,062.26
VA 187	A two part, bio-based, polyurethane roof coating system	SF	\$ 11.83	14,786	\$ 174,918.38
				SUBTOTAL	\$ 188,077.92
AREAS 1,3,4,6 & 7					
2	Pressure cleaning, horizontal surfaces	SF	\$ 0.48	20,994	\$ 10,077.12
VA 52	prime substrate	SF	\$ 0.41	20,994	\$ 8,607.54
VA 187	A two part, bio-based, polyurethane roof coating system	SF	\$ 11.83	20,994	\$ 248,359.02
				SUBTOTAL	\$ 267,043.68
VA 163	Multiplier - roof has large amount of penetrations and roof top obstructions		2.01		\$ 536,757.80
VA 240	20 Restoration Warranty Over 10,000 Square Feet Inspections In Years 2, 5, 10 & 15	SF	\$ 0.40	\$ 35,780.00	\$ 14,312.00
				FREIGHT PREPAID & ADD:	\$ 5,895.17
				SUBTOTAL	\$ 745,042.89
57b	Performance and payment bond - bonding rate (percent of project)	Percent	0.65%		\$ 4,842.78
				TOTAL PROJECT COST	\$ 749,885.67
*The pricing contained in this proposal is based in part on site-specific conditions and unique circumstances presented on each individual project as per Contract #180903.					

20 YEAR QA WARRANTY FOR RESTORED ROOFS

WARRANTY NUMBER:

OWNER:

ADDRESS:

BUILDING DESCRIPTION:

ADDRESS:

ROOF AREA:

DATE OF JOB COMPLETION:

INSTALLATION PRICE:

ROOFING SYSTEM:

INSTALLATION CONTRACTOR:

ADDRESS:

Tremco Incorporated (hereinafter "Tremco") hereby warrants to the above-named Owner that, subject to the terms, conditions, and limitations stated herein, roof leaks on the Restored Roofing System (hereinafter "RRS") caused by defects in workmanship or material of the restoration project will be repaired at no charge to the Owner for a period of twenty (20) years from the date of job completion. Should the RRS be determined by Tremco to require a complete roof replacement during the first five (5) years of the warranty period due to a cause covered by this warranty, Tremco will refund the entire restoration material amount (excluding installation costs) toward a new Tremco Roof System that follows good roofing practice guidelines and is installed by a Tremco Approved, Certified or Elite contractor. The remaining fifteen (15) years of the warranty period will have a maximum refund of 50% of the restoration material amount (excluding installation costs) toward a new Tremco Roof System that follows good roofing practice guidelines and is installed by a Tremco Approved, Certified or Elite contractor.

A. INSPECTIONS AND HOUSEKEEPING

In year two (2), year five (5), year ten (10) and year fifteen (15) of this warranty, Tremco shall provide a roof inspection and limited housekeeping service, except as excluded in Section C and Section D, on the RRS. (If a TremCare Service Agreement has been purchased for the RRS in addition to this warranty, these inspections and the related reporting will be carried out as part of the TremCare Service Agreement. The warranty and the TremCare Service Agreement will remain in effect for the warranty period simultaneously.)

Roof inspection services shall include the following:

- 1. Visual inspection of the roof membrane and roof surface conditions.*
- 2. Inspection of the flashing systems including, but not limited to, the metal edge system, base flashings on equipment and adjoining walls, counterflashings and termination details, soil stacks and vents, and inspection of rooftop projections, and equipment including, but not limited to, pitch pans, HVAC equipment, sky lights, and access hatches.*

Roof inspection services do not include:

- 1. Inspection for water damage or mold growth.*
- 2. Detection or identification of mold.*

General rooftop housekeeping services shall include the following: Removal of incidental debris. All debris will be disposed of at the Owner's approved on-site location.

B. ROOF INSPECTION REPORTS

Tremco will provide roof inspection reports to the Owner based upon the inspections as defined in paragraph A. The reports shall become part of the roof database maintained on the Tremco RRS. Tremco will be excused from performing under this warranty if prevented or delayed by events not within its control, including events such as floods, fires, accidents, riots, explosions, governmental order, acts or omissions of contractors or other third parties, inability to access the RRS, etc. Roof inspection reports will not address the presence of water damage to any building components other than the RRS or the presence of mold.

C. OWNER'S RESPONSIBILITIES

It is agreed by the parties that Tremco, by this warranty, does not assume possession or control of any part of the RRS. Control and ownership of the RRS and all parts of the building remains solely with the Owner. The Owner is solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation, and all repair, maintenance, and other work with respect to the RRS and the building, except as expressly stated by this warranty.

Housekeeping and general roof top preventive maintenance does not eliminate or replace the building Owner's responsibility for keeping effluent and debris from the roof surface. Customer production-related materials are excluded as part of the housekeeping services. If scheduled cleaning is insufficient to maintain the roof integrity, Owner must pay for additional cleaning/inspections or assume responsibility for such cleanings. Owner agrees that all debris on or removed from the roof is the sole property of Owner, and it is the sole responsibility of Owner to properly dispose of said debris.

The Owner shall, at all times, exercise reasonable care in the use and maintenance of the RRS.

In order to protect the investment this RRS represents, the building Owner must fulfill his responsibilities as outlined in the attached Owner's Manual. Lack of care and maintenance can have significantly damaging effects on the system's overall performance and is cause for cancellation of this warranty.

Care and maintenance guidelines include, but are not limited to:

- ➔ Regular ongoing inspection by the Owner - This will allow for implementation of good housekeeping practices and early detection of problems such as any physical damage.
- ➔ Verification that no alterations or unauthorized repairs have been made to the roofing system.

If alterations are being considered, the Owner must notify Tremco in order for the proper authorized follow-up to be completed.

The Owner shall report all leaks which occur in the RRS within the warranty period by contacting Tremco at 1-800-422-1195 and in writing to Tremco Incorporated at 3735 Green Road, Beachwood, Ohio 44122, as soon as possible (however, in no event more than thirty (30) days) after leakage is or should have been discovered. Immediate repair of leaks is critical to prevent water damage and mold growth. In no event is Tremco responsible for any repairs to any part of the building other than the RRS. The liability or expense for such repair is to be assumed and paid by the Owner. If the leak is not within the coverage of this warranty, Tremco shall advise the Owner, and the Owner shall have repairs performed within thirty (30) days according to Tremco specifications by a Tremco certified or approved applicator. The Owner agrees to provide Tremco with unrestricted ready access to the RRS and all areas of the building on which the RRS is located.

D. WARRANTY EXCLUSIONS

This warranty does not cover any leaks or damage or failure of the RRS or any part thereof as a result of:

1. Natural or accidental disasters including, but not limited to, damage caused by lightning, hailstorms, floods, hurricane force winds (74 mph or greater), tornadoes, earthquakes, fire, vandalism, animals, penetration of the membrane, or chemical attack by outside agents.
2. Use of materials not specified by Tremco, or unauthorized repairs to the RRS.
3. Any intentional or negligent act on the part of the Owner or any third party including, but not limited to, misuse, traffic, storage of or discharge of materials or effluent on the roof. Any repair of these items will be at Owner's expense.
4. Distortion, expansion or contraction of the RRS caused by faulty original construction or design of building components including parapet walls, copings, chimneys, skylights, vents or roof deck, or lack of positive, proper, or adequate drainage resulting in ponding water on the roof.

E. EXTENDED WARRANTY OPTION

The TRS you have purchased may be eligible for warranty extension, or renewal after expiration, beyond the Term identified on page one above. Please contact Tremco or your Sales Representative at any time during the warranty Term to discuss the applicable terms and conditions for such an extension. Often, extension of the existing Warranty can be a very cost effective option and may be preferable to allowing a warranty to expire, particularly for Owners with multiple facilities who may not want those buildings coming out of warranty coverage at or about the same time. Tremco will be contacting the facility owner at, or around, 60 days prior to expiration of the warranty to notify them that they may have options for an extended period. We recommend that interested Owners contact Tremco at least twelve (12) months prior to Warranty expiration to discuss their extension options and eligibility.

F. WARRANTY LIMITATIONS

Restoration is intended to extend the life of the existing roof but does not create a new roof system.

Tremco shall have no responsibility and or liability under this warranty until all bills for installation, supplies, and services sold in connection with the RRS have been paid in full.

The Owner's rights under this warranty are specific to the Owner and are not transferrable.

Tremco's obligations under this warranty may be voided by Tremco based on any of the events described in Section D, change in usage of the building without the prior written approval of Tremco, repairs, alterations, penetrations of or attachments to the RRS without the prior written approval of Tremco, building settlement, deterioration, cracking or failure of the roof deck, coping and parapet walls, infiltration or condensation of moisture in, through or around walls, copings, underlying structure, hardware or equipment, or failure of the Owner to comply with its obligations described in this warranty.

G. OTHER TERMS

THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, OBLIGATIONS OR AGREEMENTS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY RIGHTS OR REMEDIES AGAINST ANY PERSON OR ENTITY UNDER THE UNIFORM COMMERCIAL CODE OR OTHERWISE WITH RESPECT TO THE SALE OF GOODS AND/OR SERVICES. THE REMEDIES AND OBLIGATIONS STATED IN THIS WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES OF AND OBLIGATIONS TO THE OWNER FOR ANY AND ALL MATTERS ARISING WITH RESPECT TO OR IN ANY WAY CONNECTED WITH THE RRS, OR ITS COMPONENT PRODUCTS, OR ANY GOODS OR SERVICES RELATED THERETO, REGARDLESS OF THE SOURCE OR PROVIDER OF SUCH GOODS OR SERVICES. THE OWNER SHALL PROVIDE WAIVERS OF SUBROGATION UPON REQUEST. NO REPRESENTATIVE OF TREMCO INCORPORATED, OR ANY EMPLOYEE, AGENT OR AFFILIATED COMPANY ("AFFILIATE") HAS AUTHORITY TO VARY OR ALTER THESE TERMS. IN NO EVENT SHALL TREMCO INCORPORATED OR ANY AFFILIATE BE LIABLE FOR ANY DAMAGE TO THE BUILDING ITSELF (OTHER THAN THE RRS), THE CONTENTS OF THE BUILDING, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TOTAL LIABILITY OF TREMCO INCORPORATED, AND ANY AFFILIATE OVER THE LIFE OF THIS WARRANTY, SHALL NOT IN ANY EVENT EXCEED THE RESTORATION MATERIAL AMOUNT (EXCLUDING INSTALLATION COSTS) OF THE RRS AS IT APPEARS ABOVE. NEITHER TREMCO INCORPORATED OR ANY AFFILIATE SHALL BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS WARRANTY.

The Owner agrees that this warranty, and the services and remedies set forth herein, are exclusive, and there are no other warranties between the Owner and Tremco or any affiliate. Any unresolved issues under this warranty shall be submitted to the exclusive jurisdiction of the courts of Cuyahoga County, Ohio, and governed by Ohio law.

TREMCO INCORPORATED
ROOFING & BUILDING MAINTENANCE DIVISION

By: _____

Title: Warranty Administrator

Date: _____



East Central Community Center-MLK
500 S. Stone St.
Spokane, WA 99202

GENERAL INFORMATION:

ROOF AREAS:	Area 1-10
SQUARE FOOTAGE:	41,780 sq.ft.
DATE INSTALLED:	Unknown

ROOF COMPOSITION:

MEMBRANE:	White Single Ply
COVERBOARD:	¼" HD Foam
MEMBRANE:	3 Ply BUR, ½" Perlite, 2 Ply + MB Cap Sheet
INSULATION:	2.5" Styrofoam, 2.5" LW Concrete
DECK:	Metal



DEFICIENCIES NOTED:

- Wrinkled Membrane
- Lichen growth and organic build up
- Ponding water
- Aged membrane losing waterproofing
- Thermal bridging of fasteners
- **Damp or Wet Insulation (1,000 sq.ft.)**



East Central Community Center-MLK
500 S. Stone St.
Spokane, WA 99202

INSPECTOR COMMENTS: Due to the visual analysis, core information and diagnostic scan, I am providing the City of Spokane with options to restore the existing single ply roofing system at the East Central Community Center. The wet insulation will need to be removed and replaced in a like-kind profile to ensure a dry environment before the new waterproofing system is installed. The budgets listed are for the roofing Areas of 1-8 and Area 10. **Area 9 is excluded currently due to the fact that it is a new roof that was part of the recent building addition and is also under warranty.** The following process includes; all specifications and drawings, on-site management, pre-bid, pre-construction and progress meetings, final inspection, project closeout book with QA Warranty and built-in inspection.

RECOMMENDATIONS:

ALPHAGUARD BIO Urethane Fully-Reinforced System: Provide and site-specific safety plan prior to the start of construction. Remove all wet insulation and replace in a like-kind profile based off the diagnostic scan result. Make a horse-shoe cut on the down slope side of the membrane and fold back during the removal of wet insulation. Re-attach the membrane and strip in with peel and stick tape prior to restoring the roofing system. Cut and splice all loose membrane on parapets and vertical to allow a smooth surface to restore. Clean the membrane with the RoofTec cleaning system or a hotsy pressure washer. Allow to dry and blow off any remaining debris. Prime the existing system with AlphaGuard WB Primer at a rate of 1 gallon per 250 sq.ft. Install AlphaGuard BIO base coat on the entire roofing system at 3 gallons per 100 sq.ft. Embed Permafab Polyester reinforcing fabric throughout the entire roofing field, penetrations and drains. Back roll for full saturation and allow to cure. Install AlphaGuard BIO Top Coat over entire roofing system at a rate of 2 gallons per 100 sq.ft. Allow to cure. Install non-skid granular walkways for 300 linear feet in specified areas of the roof. All existing metal details will stay in place. Provide new caulking details as needed. Install 250' linear feet of non-skid walkways. Provide a 20-year Tremco QA Warranty with maintenance and inspections on years 2, 5, 10, 15 & 20.

NOTE: At the end of the warranty period, this system can be cleaned, primed and have a re-application of top-coat applied to extend the warranty for the life-cycle of the building.

BUDGET ESTIMATES: \$745,000.00 (Areas 1-8 & 10 20-Year Warranty)

*****WSST and Abatement Not Included*****



East Central Community Center-MLK
500 S. Stone St.
Spokane, WA 99202

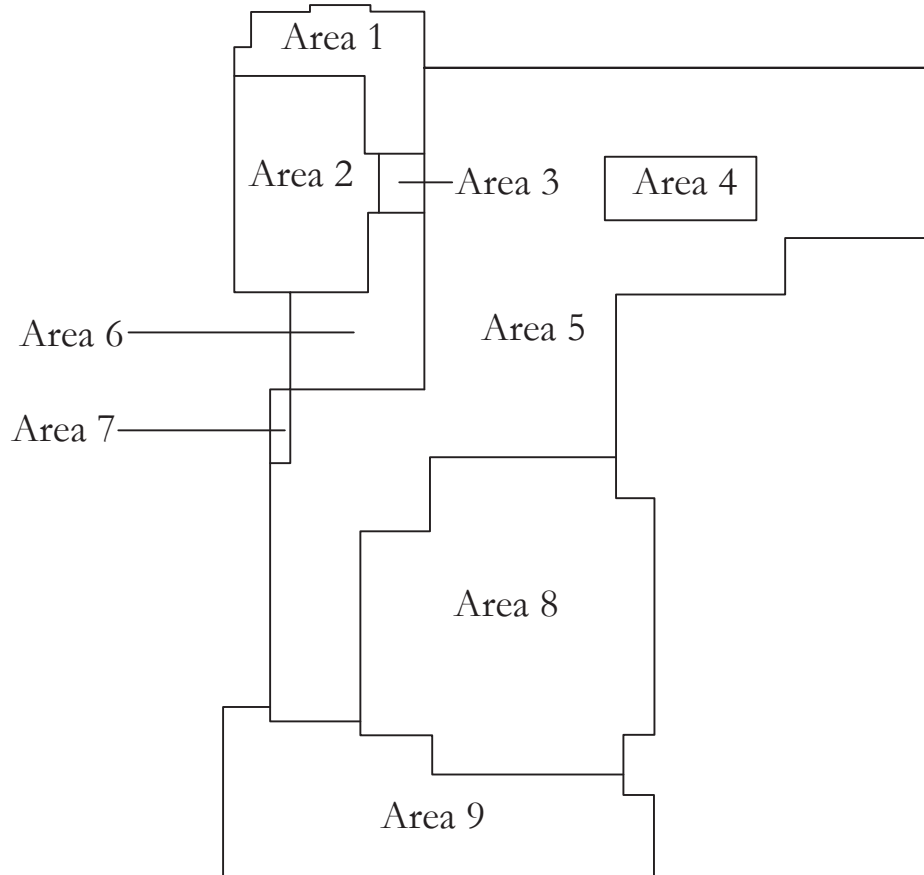
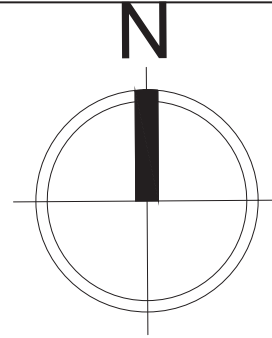
Dr. Martin Luther King Community Center
2023 Roof Improvements

Pictures

Drawings

Specification





TREMCO[®]

ROOFING & BUILDING MAINTENANCE

11719 N. Avondale Loop
Hayden, ID 83835
Tel: (208) 916.6203

Client:

East Central CC- MLK

Address:

500 S. Stone St.
Spokane, WA 99202

Drawn By:

Jared Barnes

Date:

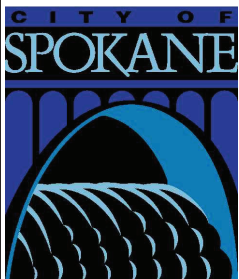
11/10/22

ROOFING NOTES:

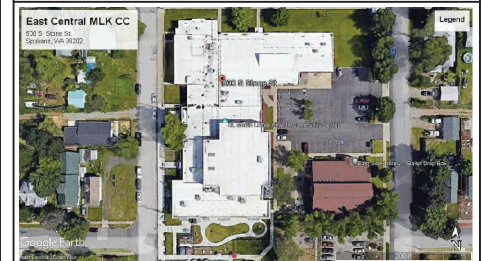
Area 1: 1,830 sq.ft.
Area 2: 3,220 sq.ft.
Area 3: 300 sq.ft.
Area 4: 1,060 sq.ft.
Area 5: 18,200 sq.ft.
Area 6: 1,920 sq.ft.
Area 7: 200 sq.ft.
Area 8: 9,050 sq.ft.
Area 9: 6,000 sq.ft.

Total Area: 41,780 sq.ft.



Total Wet Area: TBD

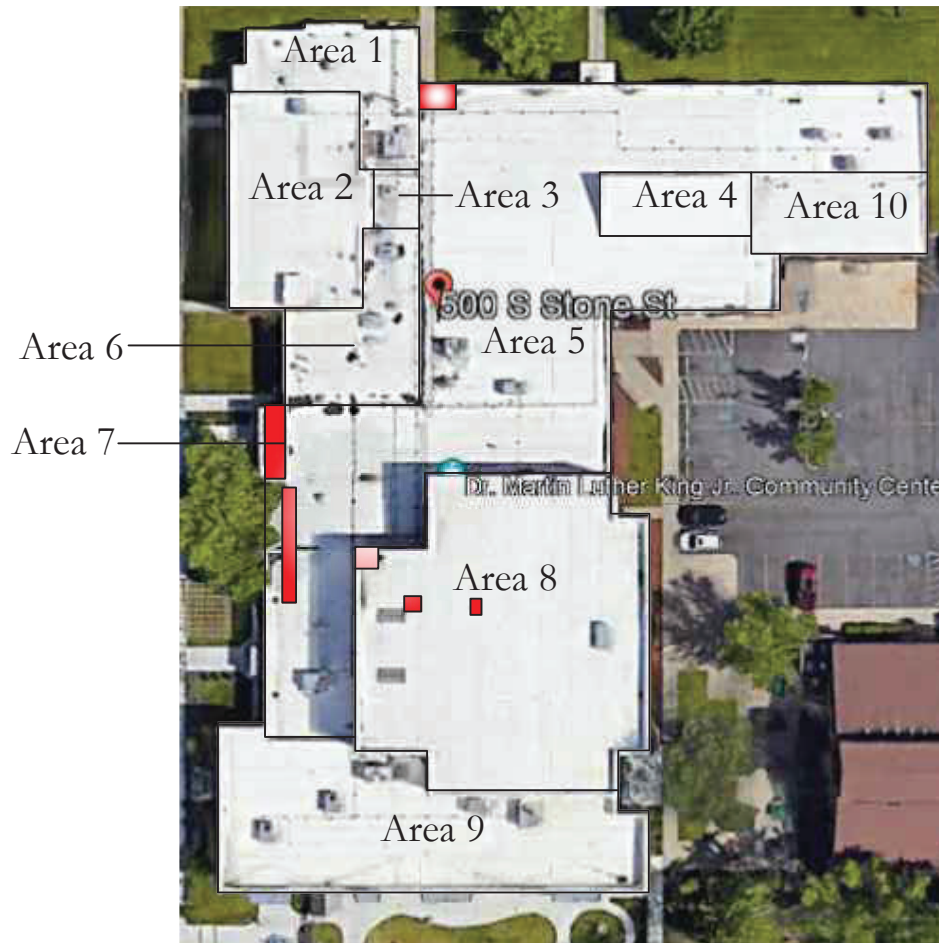
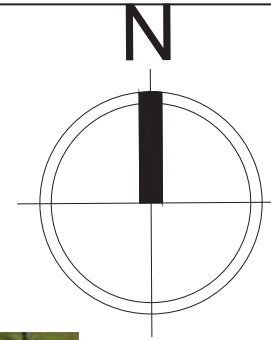


*All measurements must be confirmed by Contractor.



Wet Scan Legend

-  Wet
-  Intermittent Wet



TREMCO[®]

ROOFING & BUILDING MAINTENANCE

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 Tel: (208) 916.6203

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Jared Barnes

Date:

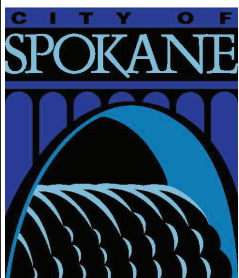
11/10/22

ROOFING NOTES:

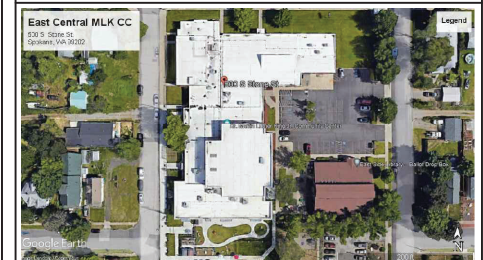
- Area 1: 1,830 sq.ft.
- Area 2: 3,220 sq.ft.
- Area 3: 300 sq.ft.
- Area 4: 1,060 sq.ft.
- Area 5: 16,744 sq.ft.
- Area 6: 1,920 sq.ft.
- Area 7: 200 sq.ft.
- Area 8: 9,050 sq.ft.
- Area 9: 6,000 sq.ft.
- Area 10: 1,456 sq.ft.

Total Area: 41,780 sq.ft.

Total Wet Area: 1,000 sq.ft.



*All measurements must be confirmed by Contractor.



Insert Specification Here

(Spec. Docs Pending – Adhesion Test Needs Completed)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/28/2023

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 MARSH USA LLC. 200 Public Square, Suite 3760 Cleveland, OH 44114-1824 CN102302710-RPM-Cas-23-24 WEATH	CONTACT NAME: ...	
	PHONE (A/C. No. Ext):	FAX (A/C. No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : First Continental Services Co.		
INSURER B : Zurich American Insurance Company		16535
INSURER C : N/A		N/A
INSURER D : American Zurich Insurance Company		40142
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: CLE-007059325-01 **REVISION NUMBER:** 6

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			1-GLRPM-01/2023	04/01/2023	04/01/2024	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	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			BAP9258789-16	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below			WC9258790-16 (MA, PR, WI)	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
D				WC9258788-16 (AOS)	04/01/2023	04/01/2024	E.L. EACH ACCIDENT	\$ 2,000,000
B				EWS5965995-15 (XS OH-\$500k SIR)	04/01/2023	04/01/2024	E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
D				WC7121392-01 (TX)	04/01/2023	04/01/2024	E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE:#5053645 Roof restoration at Dr. Martin Luther King Jr. Community Center, Spokane, WA.
 City of Spokane is/are named as additional insured (except workers compensation) where required by written contract to the extent of losses caused solely and directly by Weatherproofing Technologies, Inc. employees during the course of authorized general contracting activities.

CERTIFICATE HOLDER City of Spokane 808 W. Spokane Falls Blvd., Spokane, WA 99201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.		NAMED INSURED Weatherproofing Technologies, Inc. 3735 Green Rd. Beachwood, OH 44122	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

The First Continental Service Co. placement is a direct placement. Marsh Management Services (Vermont) manages the captive insurer indicated here. Marsh USA LLC has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

< Business Lookup

License Information:

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

Entity name: WEATHERPROOFING TECHNOLOGIES, INC.

Business name: WEATHERPROOFING TECHNOLOGIES, INC.

Entity type: [Profit Corporation](#)

UBI #: 601-427-395

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3735 GREEN RD
BEACHWOOD OH 44122-5705

Mailing address: 3735 GREEN RD
BEACHWOOD OH 44122-5705

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 c
Battle Ground General Business - Non-Resident				Active	Aug-31-2023	Aug-16-2022
Ephrata General Business - Non-Resident				Active	May-31-2024	Apr-25-2014
Issaquah General Business - Non-Resident				Active	May-31-2024	Oct-02-2009
Marysville General Business - Non-Resident	7553CON420			Active	May-31-2024	Mar-19-2020
Olympia General Business - Non-Resident	22152			Active	May-31-2024	Apr-25-2011
Poulsbo General Business - Non-Resident	2313			Active	May-31-2024	May-05-2010



Endorsements held at this local	License #	Count	Details	Status	Expiration date	First issuance c
Puyallup General Business - Non-Resident	2010117			Active	May-31-2024	Nov-25-2014
Richland General Business - Non-Resident	F03			Active	May-31-2024	Dec-06-2013
Snohomish General Business - Non-Resident	616			Active	May-31-2024	Apr-08-2011
Spokane General Business - Non-Resident				Active	May-31-2024	Apr-28-2022
Tukwila General Business - Non-Resident				Active	May-31-2024	Sep-23-2020
Tumwater General Business - Non-Resident	R-006136			Active	May-31-2024	Nov-19-2002
Vancouver General Business - Non-Resident				Active	May-31-2024	Oct-21-2019

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

Governing people	Title
BRINK, JAIME KATHRYN	
CRANDALL, TRACY D.	
MILLIKEN, J.K. K	
MOORE, EDWARD WINSLOW W	
NELSON, CRAIG ARTHUR	
STACK, BRIAN J.	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/26/2023 12:04:16 PM

[Contact us](#)

How are we doing?

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

07/31/2023

Date Rec'd

7/19/2023

Clerk's File #

ORD C36418

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**JACQUI 625-4109
MACCONNELL**Project #****Contact E-Mail**

JMACCONNELL@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**0680-POLICE-SBO ACCEPTANCE OF WA STATE LEGISLATURE ACADEMY
EXPANSION FUNDS**Agenda Wording**

SPD is requesting approval to accept the funds as well as a special budget ordinance to appropriately budget for receipt and expenditures. Facilities Management will manage the project.

Summary (Background)

The Washington State Legislature's Engrossed Substitute Senate Bill 5200, allocated \$1.4 million for a "Spokane Academy Expansion". This funding is for the construction of a building at the current Academy location to be utilized for the instruction of our CJTC Basic Law Enforcement Academy and BLEA personnel offices. SPD is requesting approval to accept the funds as well as a special budget ordinance to appropriately budget for receipt and expenditures. Facilities to manage the project.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ \$1,400,000

3160-XXXXX-99999-33469

Expense \$ \$1,400,000

3160-XXXXX-94210-56501

Select \$

#

Select \$

#

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

LUNDGREN, JUSTIN

Study Session\OtherF&A Committee
7/17/2023**Division Director**

MACCONNELL, JACQUI

Council SponsorCM Wilkerson & CM
Zappone**Finance**

SCHMITT, KEVIN

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

JONES, GARRETT

Additional Approvals**Purchasing****MANAGEMENT &**

STRATTON, JESSICA

BUDGET		

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Police
Contact Name	Jacqui MacConnell
Contact Email & Phone	jmacconnell@spokanepolice.org 625-4109
Council Sponsor(s)	CM Wilkerson & CM Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	SBO - Acceptance of WA State Legislature Academy Expansion Funds
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Washington State Legislature’s Engrossed Substitute Senate Bill 5200, allocated \$1.4 million for a “Spokane Academy Expansion”.</p> <p>This funding is for the construction of a building at the current Academy location to be utilized for the instruction of our CJTC Basic Law Enforcement Academy and BLEA personnel offices.</p> <p>SPD is requesting approval to accept the funds as well as a special budget ordinance to appropriately budget for receipt and expenditures. Facilities Management will manage the project.</p>
Proposed Council Action	Approval to receive funds & SBO 7/31/23
Fiscal Impact Total Annual Cost: \$1.4 million Total Cost Remaining This Year: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: WA State Legislature distribution 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? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

N/A

ORDINANCE NO C36418

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 General Capital Improvements 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 General Capital Improvements Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$1,400,000.
 - A) Of the increased revenue, \$1,400,000 is provided by Washington State per Senate Bill 5200 for expansion of the Spokane PD Academy.
- 2) Increase appropriation by \$1,400,000.
 - A) Of the increased appropriation, \$1,400,000 is provided solely for construction of fixed assets.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept the WA state budget allocation for Spokane Academy expansion, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
07/31/2023

Date Rec'd	7/19/2023
Clerk's File #	ORD C36419
Renews #	
Cross Ref #	OPR 2023-0722
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	MATT BOSTON 6820
Contact E-Mail	MBOSTON@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	0320 - TRANCHE 6 OF FUNDING FROM AMERICAN RESCUE PLAN ACT

Agenda Wording
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 to the various funds of the City of Spokane govern

Summary (Background)
Funding from the American Rescue Plan Act award that allocates funds for audio/visual upgrades and vehicle capital purchase for a Children's Fire Safety House.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 300,000	# tbd
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	BYRD, GIACOBBE	Study Session\Other	07/17/2023
Division Director		Council Sponsor	Wilkerson and Zappone
Finance		Distribution List	
Legal		mboston@spokanecity.org	
For the Mayor		gbyrd@spokanecity.org	
Additional Approvals			
Purchasing			

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	City Council
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org
Council Sponsor(s)	CM Wilkerson & Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	ARPA Allocation
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In 2022 the Administration and Council determined that IT and A/V upgrades were needed within the Council chambers and briefing center in order to enhance accessibility and usability of the spaces. The City's Informational Technology and City Channel 5 teams worked with the provided to determine the appropriate needs.</p> <p>In 2022 the Council approved the funding for a children's fire safety house using ARPA funding. Before funding the transportation vehicle of the fire house, Council requested that SFD look for donor or a vehicle to be repurposed within the existing fleet. Those efforts were unsuccessful and therefore, this is the funding portion of the transportation needed.</p>
Proposed Council Action	Approve 7/31
Fiscal Impact	<p>Total Cost: <u>\$300,000</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: American Rescue Plan Act</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)	
What impacts would the proposal have on historically excluded communities? Enhanced accessibility to meetings and enhanced fire safety.	
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? No data will be collected on these disparities.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Effectiveness of IT and A/V was determined prior to by SMC and effectiveness of education will be evaluated by SFD	

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?

These proposals do not impact the above policies.

ORDINANCE NO C36419

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 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.

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 American Rescue Plan 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 American Rescue Plan Fund, and the budget annexed thereto with reference to the American Rescue Plan Fund, the following changes be made:

- 1) Increase appropriation by \$300,000 funded from the city's direct allocation of the State and Local Fiscal Recovery Fund of the American Rescue Plan Act.
 - A) Of the increased appropriation, \$250,000 is provided for the purpose of providing funding to update the Audio/Visual technologies of the Spokane City Council Briefing Chambers and Council Chambers to enhance accessibility to the public.
 - B) Of the increased appropriation, \$50,000 is provided for capital expenditures for the transportation of the City owned firehouse.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide appropriation authority for funding critical service and accessibilities to the community, 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:
08/21/2023

Date Rec'd	7/25/2023
Clerk's File #	ORD C36423
Renews #	
Cross Ref #	OPR 2023-0718
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	RICHARD CULTON 625-6009
Contact E-Mail	RCULTON@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	1680-CHHS-NORTHEAST COMMUNITY CENTER ASSOCIATION

Agenda Wording
Approval to change the funding source for the Northeast Community Center Association Triplex project from CDBG funds to 1590 funds, and to enter into the attached contract with Northeast Community Center Association

Summary (Background)
The Affordable Housing Committee recommended the Northeast Community Center Association (NECCA) Triplex project for funding on Tuesday February 14, 2023. The CHHS Board recommended the NECCA Triplex project for funding on March 1, 2023. The City Council approved the NECCA Triplex project for funding on March 27, 2023. The NECCA Triplex project was originally slated for funding from CDBG funds.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 300,000	# 1595-XXXXXX-XXXXXX-54201
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	MCCOLLIM, KIMBERLEY	Study Session\Other	PIES Committee 7/24/23
Division Director	MCCOLLIM, KIMBERLEY	Council Sponsor	CM Bingle & CM Stratton
Finance	MURRAY, MICHELLE	Distribution List	
Legal	HARRINGTON, MARGARET		
For the Mayor	JONES, GARRETT		
Additional Approvals			
Purchasing			
MANAGEMENT & BUDGET	STRATTON, JESSICA		

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Community, Housing and Human Services
Contact Name	Richard Culton
Contact Email & Phone	rculton@spokanecity.org ; 625-6009
Council Sponsor(s)	CM Bingle & CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	SBO - Northeast Community Center Association, Triplex Project Funding Change
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>CHHS is seeking Council approval to change the funding source for the Northeast Community Center Association Triplex project from CDBG funds to 1590 funds, and to enter into the attached contract with Northeast Community Center Association.</p> <p>The Affordable Housing Committee recommended the Northeast Community Center Association (NECCA) Triplex project for funding on Tuesday February 14, 2023. The CHHS Board recommended the NECCA Triplex project for funding on March 1, 2023. The City Council approved the NECCA Triplex project for funding on March 27, 2023. The NECCA Triplex project was originally slated for funding from CDBG funds.</p> <p>The \$300,000 in funding was to be used to rehab existing single-family property owned by NECCA to a multi-family, 3-unit building of affordable housing. The Affordable Housing Committee, and City staff understood the project to be a rehabilitation project. Rehabilitation is an eligible activity under CDBG regulations.</p> <p>A site review conducted prior to contracting with NECCA for CDBG funds revealed that while one unit would be rehabilitated, the other units added to the build would be completely new construction. New construction is NOT an eligible activity for CDBG funding.</p> <p>The Sales and Use Tax Revenue (1590) funding can fund both rehabilitation and new construction. The NECCA Triplex project meets the eligible activities parameters of the 1590 regulations. CHHS is requesting approval to shift the funding source of the NECCA Triplex project from CDBG funds to 1590 funds.</p> <p>Background: CHHS released a Notice of Funding Availability (NOFA) to the public on December 9, 2022 for proposals that would address urgent housing needs for low- and moderate-income residents. The main priorities of the Rapid Capital Acquisition and Reconstruction of Affordable Housing NOFA were to 1.) rapidly allocate CDBG funds which cannot be used to fund new construction, and 2.) to use CDBG, HOME, and Sales and Use Tax revenue funds to increase affordable housing inventory or preserve current affordable housing inventory for low-to-moderate-income households through rapid acquisition and rehabilitation activities. There was roughly \$10,000,000 in</p>

potential funding available for this NOFA comprised of funding through federal HOME and CDBG as well as Sales and Use tax funds 1406 and 1590. Not all of the available 1590 funding was allocated during the initial selection/allocation process.

The Request for Proposals closed on January 16, 2023. CHHS received a total of 18 applications from 12 different agencies, organizations, and individuals. A total of \$18,265.71 in funding was requested.

Members of the CHHS Affordable Housing Committee individually reviewed 16 applications along with staff threshold reviews, and then scored each application. On Tuesday February 14, 2023, the Committee met collectively to discuss scoring and select projects for funding.

All nine (9) projects selected by the Affordable Housing Committee were approved by the CHHS Board on March 1, 2023, and by the City Council on March 27, 2023.

Fiscal Impact

Total Cost: \$300,000

Approved in current year budget? Yes No N/A

Funding Source One-time Recurring

Specify funding source: Funds from 1590 Sales and Use Tax Revenue will be used to fund the projects

Expense Occurrence One-time 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 proposals recommended for funding will provide services to underserved communities through the creation and retention of affordable housing and housing services for low- to moderate-income households.

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?

CHHS will collect and report basic demographic data on recipients of these funding sources as outlined in their contractual agreements.

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

CHHS utilizes performance-based contracting to ensure the objectives of each proposal are being met in accordance with performance measures as outlined in each contractual agreement.

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 1590 Sales and Use Tax Revenue funding recommendation aligns with the SMC 08.07B.

ORDINANCE NO C36423

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 Housing Sales Tax 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 Housing Sales Tax Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$300,000
- A) Of the increased appropriation, \$300,000 is provided solely for contractual services to be provided by the City's selected recipients to increase affordable housing inventory and/or preserve current affordable housing inventory.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to increase affordable housing inventory for low-to-moderate-income households in the City of Spokane, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
07/24/2023

Date Rec'd	7/12/2023
Clerk's File #	ORD C36417
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	ELIZABETH X6232 SCHOEDEL
Contact E-Mail	ESCHOEDEL@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 - RENTAL REGULATION UPDATE

Agenda Wording
 AN ORDINANCE relating to Regulations of Residential Rental Housing; adopting a new section 10.57.115 to chapter 10.57 SMC; and repealing SMC 18.08.010, 18.08.020, 18.08.030, 18.08.040, 18.08.050, 18.08.060, 18.08.070, 18.08.080, 18.08.090, 18.08.100,

Summary (Background)
 City Council adopted SMC 18.08 in January 2022 as the pandemic and statewide regulations on tenant evictions were still evolving. SMC 18.08 has since become obsolete after termination of the statewide eviction moratorium and the July 1, 2023 termination of related rental assistance programs. This proposed ordinance is intended to update SMC 18.08 and repeal obsolete provisions.

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

Approvals		Council Notifications	
Dept Head	BYRD, GIACOBBE	Study Session\Other	07/17/23 Finance
Division Director		Council Sponsor	CM Bingle & CM Cathcart
Finance		Distribution List	
Legal		cwright@spokanecity.org	
For the Mayor		gbyrd@spokanecity.org	
Additional Approvals		eschoedel@spokanecity.org	
Purchasing		jbingle@spokanecity.org	
		mcathcart@spokanecity.org	

ORDINANCE NO. C-36417

AN ORDINANCE relating to Regulations of Residential Rental Housing; adopting a new section 10.57.115 to chapter 10.57 SMC; and repealing SMC 18.08.010, 18.08.020, 18.08.030, 18.08.040, 18.08.050, 18.08.060, 18.08.070, 18.08.080, 18.08.090, 18.08.100, 18.08.110, 18.08.120, 18.08.130, 18.08.140, 18.08.150, and 18.08.160 to chapter 18 of the Spokane Municipal Code; setting an effective date, and declaring an emergency.

WHEREAS, in response to the COVID-19 pandemic, the Washington Legislature in 2021 enacted Engrossed Second Substitute Senate Bill 5160, with the stated purpose of addressing landlord-tenant relations during the COVID-19 public health emergency,

WHEREAS, pursuant to RCW 59.18.630 and ESSB 5160, the statewide eviction moratorium instituted by the Governor of the State of Washington under proclamation 20-19.6 ended on June 30, 2021; and

WHEREAS, ESSB 5160 established, among other provisions, a requirement that landlords offer a repayment plan for unpaid rent that accrued during the COVID-19 pandemic and to participate in the Eviction Resolution Pilot Program; and

WHEREAS, as of May 1, 2023, landlords are no longer required to offer tenants a repayment plan for any unpaid rent accrued on or after May 1, 2023, but must still offer tenants a repayment plan for any unpaid rent accrued between March 1, 2020 and April 30, 2023, and

WHEREAS, the Eviction Resolution Pilot Program established under RCW 59.18.660 expired on July 1, 2023, and, after that date, landlord participation in the Eviction Resolution Pilot Program is no longer a pre-requisite to filing court eviction proceedings for non-payment of rent, and

WHEREAS, in an effort to establish a local statutory scheme for regulation of landlord tenant relations during the COVID-19 pandemic, the City adopted Ordinance C36164, which established a new chapter 18.08 in the Spokane Municipal Code to codify local preconditions for residential evictions and to institute further provisions regarding unpaid rent accrued during the pandemic; and

WHEREAS, many provisions in SMC 18.08 now are either obsolete or inconsistent with state law; and

WHEREAS, the City Council finds that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions; and

WHEREAS, as a result, the City is amending relevant ordinances.

-- Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new section 10.57.115 to chapter 10.57 SMC to read as follows:

10.57.115 Future Rent – COVID-19 Repayment

A. For rent accruing after April 30, 2023, it is the expectation that tenants will pay rent in full, negotiate a lesser amount or a payment plan with the tenant's landlord, or actively seek rental assistance if assistance is needed, consistent with the requirements of RCW 59.18.

B. For rent owed that accrued due to COVID-19 or the economic effects of the pandemic (such as, without limitation, loss or reduction of income in connection with COVID-19) on or after February 29, 2020 through April 30, 2023, landlords are prohibited from serving or enforcing, or threatening to serve or enforce, any notice requiring a resident to vacate any dwelling, including but not limited to an eviction notice, notice to pay or vacate, unlawful detainer summons or complaint, notice of termination of rental, or notice to comply or vacate if the landlord has made no attempt to establish a reasonable repayment plan with the tenant. Tenants must respond to landlords within 14 days of the landlord's offer. If a tenant fails to accept the terms of a reasonable repayment plan or if the tenant defaults on any rent owed under a repayment plan, a landlord must first provide notice to the tenant of the default, and then follow the procedures provided in Chapter 59.18 RCW, before filing an unlawful detainer action based in whole or in part on non-payment.

Section 2. That there is adopted a new section 10.57.116 to chapter 10.57 SMC to read as follows:

10.57.116 Enforceable Debt

A. If based in whole or in part on any arrears for a current tenant that accrued due to COVID-19 or the economic effects of the pandemic (such as, without limitation, loss or

reduction of income in connection with COVID-19) on or after February 29, 2020 to April 30, 2023, landlords are prohibited from treating any unpaid rent or other charges related to a dwelling as an enforceable debt or obligation that is owing or collectable, if the landlord has made no attempt to establish a reasonable repayment plan with the tenant in the manner set forth in section 10.57.116. This prohibition against enforcing a debt arising from unpaid rent includes attempts to collect, or threats to collect, independently or through a collection agency, by filing an unlawful detainer or other judicial action, by withholding any portion of a security deposit, by reporting to credit bureaus, or by any other means.

Section 3. That section 10.57.130 of chapter 10.57 is amended to read as follows:

Section 10.57.130 Anti-Retaliation Protections

A. Purpose and Intent.

Due to fears of retaliation, tenants may fear speaking up about housing habitability issues, practices relating to collection of past due rent, or organizing as tenants. State law provides protection against retaliation, and the City of Spokane intends for its code to provide additional protections.

B. Prohibition on retaliation.

1. No landlord or owner or manager of residential rental real property in Spokane may intimidate any person because that person is engaging in activities designed to make other persons aware of, or encouraging such other persons to exercise rights granted or protected by the fair housing laws, or engaging in political speech or political organizing.
2. No person may threaten any employee or agent with dismissal or an adverse employment action, or take such adverse employment action, for any effort to assist any person in the exercise of their fair housing rights.
3. Landlords are prohibited from retaliating against individuals for invoking their rights or protections under subsections 10.57.115, 10.57.116.
- ~~((3))~~ 4. For purposes of this section, “fair housing laws” and “fair housing rights” include the federal Fair Housing Act, and the Washington Law Against Discrimination(~~(, and Title 18 of the Spokane Municipal Code)~~).

Section 4. That SMC section 18.08.010 entitled “Purpose and Intent is repealed.

Section 5. That SMC section 18.08.020 entitled “Definitions” is repealed.

Section 6. That SMC section 18.08.030 entitled “Past Rent Owed” is repealed.

Section 7. That SMC section 18.08.040 entitled “Enforceable Debt” is repealed.

Section 8. That SMC section 18.08.050 entitled “Future Rent Owed” is repealed.

Section 9. That SMC section 18.08.060 entitled “Late Fees” is repealed.

Section 10. That SMC section 18.08.070 entitled “Written Notice of Resources and Programs” is repealed.

Section 11. That SMC section 18.08.080 entitled “Reasonable Payment Plans” is repealed.

Section 12. That SMC section 18.08.090 entitled “Permissible Unlawful Detainer Actions” is repealed.

Section 13. That SMC section 18.08.100 entitled “Local Law Enforcement Involvement in Evictions Prohibited” is repealed.

Section 14. That SMC section 18.08.110 entitled “Communications” is repealed.

Section 15. That SMC section 18.08.120 entitled “Retaliation Prohibited” is repealed.

Section 16. That SMC section 18.08.130 entitled “Right to Legal Counsel” is repealed.

Section 17. That SMC section 18.08.140 entitled “Exclusions” is repealed.

Section 18. That SMC section 18.08.150 entitled “Penalties” is repealed.

Section 19. That SMC section 18.08.160 entitled “Severability” is repealed.

Section 20. Corrections. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 21. Emergency Clause. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED BY THE CITY COUNCIL ON _____, 2023.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

08/21/2023

Date Rec'd	8/3/2023
Clerk's File #	RES 2023-0070
Renews #	
Cross Ref #	OPR 2023-0830
Project #	
Bid #	
Requisition #	PAID THRU CLAIMS

Submitting Dept	RISK MANAGEMENT
Contact Name/Phone	SCOTT JORDAN 625-6223
Contact E-Mail	JSJORDAN@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	5800-RISK MANAGEMENT - SETTLEMENT RESOLUTION

Agenda Wording

Approving settlement of claim for damages of Arealous Earthman and Tami Earthman as a result of damage to their property.

Summary (Background)

Resolution approving the Arealous Earthman and Tami Earthman Settlement Agreement and Release of all claims for \$105,795.18.

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

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

Approvals

Dept Head	JORDAN, SCOTT
Division Director	WALLACE, TONYA
Finance	BUSTOS, KIM
Legal	PICCOLO, MIKE
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	F&A Committee 8/21/2023
Council Sponsor	CP Kinnear / CM Wilkerson
Distribution List	jsjordan@spokanecity.org jlargent@spokanecity.org hstuart@spokanecity.org

Additional Approvals

Purchasing	

Committee Agenda Sheet [Finance and Administration]

Submitting Department	Risk Management - 5800
Contact Name & Phone	Scott Jordan – 625-6223
Contact Email	jsjordan@spokanecity.org
Council Sponsor(s)	CP Kinnear / CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Settlement Resolution
Summary (Background)	Approving settlement of claim for damages of Arealous Earthman and Tami Earthman as a result of damage to their property.
Proposed Council Action & Date:	Resolution approving the Arealous Earthman and Tami Earthman Settlement Agreement and Release of all claims for \$105,795.18. Council Meeting of: August 21, 2023
Fiscal Impact: Total Cost: \$105,795.18 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) These funds will be paid out of Risk Management and Utility Department Funds and does not involve monies from the General Fund	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

RESOLUTION RE SETTLEMENT OF
CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, on October 24, 2022 Arealous Earthman and Tami Earthman (collectively the "Claimants"), filed a Claim for Damages with the City of Spokane for damages as a result of a claim of damage to their property at 3634 S. Lee Street, in Spokane, Washington; and

WHEREAS, the City has determined to resolve all claims with Claimants and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of **ONE HUNDRED FIVE THOUSAND SEVEN HUNDRED NINETY-FIVE AND 18/100 DOLLARS (\$105,795.18)**; and

WHEREAS, Claimants have agreed to accept said payment and in return to release any and all claims against the City of Spokane relative to the Claim for Damages.

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

The City of Spokane authorizes that payment in the amount of **ONE HUNDRED FIVE THOUSAND SEVEN HUNDRED NINETY-FIVE AND 18/100 DOLLARS (\$105,795.18)**; to be paid to Claimants, without admission of fault or liability, as a full settlement and compromise of the above-referenced claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimants in connection with the Claim and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees, and insurers, against all loss or liability in connection with said claim.

PASSED the City Council this _____ day of August, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

**RELEASE AGREEMENT
(REAL OR PERSONAL PROPERTY DAMAGE)**

For and in consideration of the payment of **ONE HUNDRED FIVE THOUSAND SEVEN HUNDRED NINETY FIVE DOLLARS AND 18/100 CENTS (\$105,795.18) payable as \$19,862.99 to Allklean, Inc. and \$85,932.19 payable to Arealous and Tami Earthman** the undersigned, Arealous Earthman on behalf of the marital community of Arealous and Tami Earthman (hereafter referred to as "releasor") does hereby release and discharge the City of Spokane and Davies Claims Solutions, their employees, officers, their heirs, representatives, (hereafter collectively referred to as "releasees"), from all claims, demands, damages, costs, expenses and liens as a result of property damage, (real or personal), arising out of or in any way related to the incident described in the Claim for Damages filed with the City of Spokane on or about October 24, 2022 and for an incident occurring on October 20, 2022 at or near 3623 S. Lee St., Spokane, WA..

IT IS UNDERSTOOD AND AGREED that this is a full and final release and is in full compromise and settlement of releasor's claims against them. Releasor expressly agrees to indemnify the City of Spokane and Releasees against loss or liability from any and all further claims, demands, or actions that may be brought against the City of Spokane and Releasees by Releasor or by anyone on Releasor's behalf, and further including claims by way of subrogation whether or not on behalf of an insurance company or any other party, for the purpose of enforcing a further claim of damages arising out of or in connection with the above party, for the purpose of enforcing a further claim of damages arising out of or in connection with the above described accident.

Releasor further agrees that this release shall not be pleaded by him as a bar to any claim or suit.

This release shall not be a basis for claims for indemnity, contribution, or breach of contract pursuant to any statute, common law or agreement.

THE UNDERSIGNED hereby declare that the terms of this settlement are for the express purpose of precluding forever and further additional claims by releasors against releasees arising out of or in any way connected with the incident described in the Claim for Damages filed with the City of Spokane on or about October 24, 2022, and against the City of Spokane, their officers, employees, administrators, agents, trustees and corporation.

THIS RELEASE AGREEMENT contains the entire agreement between the parties hereto and the terms of the releases are contractual and not a mere recital.

I have read the foregoing release and know the contents thereof and sign the same as the free act and deed of said person and/or corporation.

Signed, sealed and delivered this _____ day of _____, 2023.

CAUTION: READ BEFORE SIGNING BELOW

X _____

Arealous Earthman

State of _____

County of _____

On this _____ day of _____, _____, before me personally appeared

_____ to be known to be the person named herein and who executed the foregoing.

My term expires _____, _____.

Notary Public



Agenda Sheet for City Council Meeting of:
08/21/2023

Date Rec'd	7/25/2023
Clerk's File #	RES 2023-0071
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CONTRACTS & PURCHASING
Contact Name/Phone	JASON NECHANICKY 5092328841
Contact E-Mail	JNECHANICKY@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	5500 - RESOLUTION REGARDING INSURANCE PREMIUM PURCHASES

Agenda Wording
A resolution waiving the competitive procurement requirements for insurance premiums for 2023-2024.

Summary (Background)
Insurance policies are secured for various categories as part of good fiscal policy. We contract with a broker to negotiate premiums on our behalf. The broker was selected through a competitive procurement process, IRFP 5548-21. In order to optimize the use of the broker and comply with RCW and SMC for competitive procurement process the Council needs to exercise their power to waive the competitive procurement process.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Neutral \$ 0.00		# XXXXX
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	NECHANICKY, JASON	Study Session\Other	07/24/2023 - PIES
Division Director	WALLACE, TONYA	Council Sponsor	Kinnear, Wilkerson
Finance	MURRAY, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE	sjordan@spokanecity.org	
For the Mayor	JONES, GARRETT	lsmythson@spokanecity.org	
Additional Approvals		cwahl@spokanecity.org	
Purchasing		cwright@spokanecity.org	

Committee Agenda Sheet

Select Committee Name

Submitting Department	Purchasing & Contracts
Contact Name	Jason Nechanicky
Contact Email & Phone	jnechanicky@spokanecity.org , 509-232-8841
Council Sponsor(s)	CP Lori Kinnear
Committee Date	07/24/2023
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Resolution Regarding Insurance Premium Purchases
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Insurance policies are secured for various categories as part of good fiscal policy. We contract with a broker to negotiate premiums on our behalf. In order to optimize the use of the broker and comply with RCW and SMC for competitive procurement process the Council needs to exercise their power to waive the competitive procurement process.
Proposed Council Action	Vote and approve resolution
Fiscal Impact Total Cost: <u>No cost action, premiums are submitted on a separate item</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? 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? Procurement process for insurance premiums does not have a direct impact on existing disparities.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? No data is generated from this action.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

This resolution ensures that the procurement of insurance policies complies with RCW and SMC.

RESOLUTION NO. 2023-0071

A RESOLUTION declaring the waiver of public bid requirements for the purchase of 2023-2024 insurance premiums for specified city insurance coverages.

WHEREAS, the City of Spokane is self-insured but carries various insurance policies as a practice of fiscal policy; and

WHEREAS, the City annually secures coverage for property casualty, general liability, law enforcement liability, commercial auto liability, public officials' liability, damage and repair to boilers and machinery, acts of terrorism, inland marine casualty (fire truck), excess worker's compensation, cyber liability, criminal acts, and limited aviation coverage; and

WHEREAS, the nature of the insurance industry is such that utilizing normal public procurement processes are likely to result in a higher cost of premiums; and

WHEREAS, the City of Spokane does not have sufficient subject matter experts to coordinate and negotiate the various insurance coverages and premiums necessary to properly insure the City, and for this reason the City hired an insurance broker, who was selected through normal competitive procurement process and whose fees are paid separately from premiums, to negotiate premiums and coverages on behalf of the City; and

WHEREAS, it is recommended the City secure certain insurance coverages as negotiated by its insurance broker and recommended from time to time, usually on an annual basis; and

WHEREAS, as allowed by RCW 39.04.280 (1) (d), and SMC 07.06.170, the Council may by resolution waive the public bid requirements of insurance; and

WHEREAS, the City desires to waive public bid requirements for the foregoing insurance coverages, as well as other coverages that may be identified as prudent for the City to secure; and

NOW THEREFORE, BE IT RESOLVED by the City Council that it hereby declares a waiver of public bid requirements for the purchase of insurance policies; and

BE IT FURTHER RESOLVED by the City Council that this resolution is a general approval of waiver of public bidding procedures for securing of insurance quotes, and

that approval of actual coverages and associated premiums shall be by separate resolution.

ADOPTED by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
08/21/2023

Date Rec'd	8/9/2023
Clerk's File #	RES 2023-0072
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	MATT BOSTON 6820
Contact E-Mail	MBOSTON@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	RESOLUTION ESTABLISHING 2024 BUDGET TIMELINE

Agenda Wording

A resolution that recognizes the current vacancies/upcoming Council Member transitions and the implications it makes on the budget process.

Summary (Background)

Due to the City Council having at least two positions being filled during the final stages of the budget process, the Council is requesting that the Administration move the normally scheduled budget process up slightly, so that the Council Members who are involved in and informed about the budget process and planning can finalize the 2024 Budget prior to departure on November 28, 2023.

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

Approvals		Council Notifications	
Dept Head	WRIGHT, CHRISTOPHER	Study Session\Other	PSCH 07/31/2023
Division Director		Council Sponsor	Kinnear, Cathcart, Wilkerson
Finance		Distribution List	
Legal			
For the Mayor			
Additional Approvals			
Purchasing			

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	City Council
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org
Council Sponsor(s)	CMs Wilkerson & Cathcart, CP Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	2023 Budget Timeline Resolution
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Due to the City Council having at least two positions being filled during the final stages of the budget process, the Council is requesting that the Administration move the normally scheduled budget process up slightly, so that the Council Members who are involved in and informed about the budget process and planning can finalize the 2024 Budget prior to departure on November 28, 2023.
Proposed Council Action	Approve 7/31
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 type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: American Rescue Plan Act	
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? No impact on historically impacted communities, as there will be early communication so that all participants and public will be made aware.	
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? No data will be collected on these disparities.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Effectiveness of solution is determined prior to the action, as by making this process more effective is by utilizing Council Members already participating in the process for the months leading up to the passing of the budget	
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 proposal does not impact the above policies.

RESOLUTION NO. 2023-0072

A RESOLUTION setting timelines for adoption of the 2024 annual budget for the City of Spokane.

WHEREAS, Chapter 35.33 of the Revised Code of Washington sets forth budgeting procedures for first-class cities of the State of Washington with a population under 300,000 persons; and

WHEREAS, pursuant to RCW 35.33.135 and SMC 07.14.010, and no later than Monday, October 2, 2023, the mayor is to provide the city council with current information on estimates of revenues from all sources as adopted in the budget for the current year, together with any preliminary budget prepared by the Director of Finance, Treasury and Administration; and

WHEREAS, pursuant to RCW 35.33.055, and no later than October 29, 2023, the City's preliminary budget must be published and made available to the general public; and

WHEREAS, pursuant to RCW 35.33.061, and no later than Monday, December 4, 2023, the City Council must set dates for public hearing or hearings on the proposed annual budget, and adopt an annual budget for the 2024 for the City of Spokane no later than December 6, 2023; and

WHEREAS, council deliberations regarding the annual city budget are complex, lengthy, and deeply informed by council and administrative deliberations throughout the prior year, and accordingly the deliberations regarding the 2024 annual budget are expected to be heavily informed by decisions of the city council throughout the current year; and

WHEREAS, as provided in Section 5 of the Spokane City Charter, general municipal elections are held in November in odd-numbered years, and for the year 2023 there is to be an election for the mayor, council president, and three council members; and

WHEREAS, Section 8 of the Spokane City Charter provides that an appointee to a vacancy on the city council holds office "until the next general municipal election at which election a person is elected to the office for the unexpired term, or for the next full term, as the case may be," and

WHEREAS, the position of council president for the City Council became vacant effective July 13, 2023, resulting in a vacancy that was filled pursuant to Resolution 2023-0060 on July 17, 2023; and

WHEREAS, with the appointment of a new council president on July 17, 2023, the council member position representing District 2 became vacant, requiring that a replacement be

selected as provided under Section 8 of the Spokane City Charter and City Council Rule 7.1; and

WHEREAS, pursuant to Resolution 2023-0060, the vacancy in the District 2 council position will not be filled before Monday, August 28, 2023; and

WHEREAS, due to the timing of recently-filled vacancy in the position of council president and the recently vacated council seat for District 2, there is the possibility of at least two new members of city council being sworn in as members of the city council immediately after certification of election results on November 28, 2023, and the possibility of a third vacancy on the council as of the same date, all coinciding with a critical period in the development and adoption of the annual city budget;

WHEREAS, the convergence of council vacancies, the impending elections for council positions and mayor, and the budget adoption is unusual and threatens to disrupt to adoption of the 2024 annual budget; and

WHEREAS, the City Council wishes to avoid compelling those new council members taking office immediately after November 28, 2023 from having to review the proposed 2024 annual budget and casting a vote for or against adopting the 2024 budget within two weeks after taking office; and

WHEREAS, the Council wishes to establish a timeline for adoption of the 2024 annual budget that minimizes the disruption of the budget adoption process.

NOW, THEREFORE, BE IT RESOLVED that the City Council shall adopt the 2024 annual budget of the City no later than Monday, November 27, 2023; and

BE IT FURTHER RESOLVED that, consistent with adoption of the 2024 annual budget on November 27, 2023, the City shall prepare and present to council a preliminary 2024 annual budget no later than October 2, 2023; and

BE IT FURTHER RESOLVED that, pursuant to RCW 35.33.061 public hearings on the 2024 annual budget shall be conducted begin Monday, November 6, 2023, and concluded no later than Monday, November 27, 2023; and

BE IT FURTHER RESOLVED that the City Council requests that the Mayor direct the division of Finance, Treasury and Administration, and other departments of the City as she deems appropriate, to prepare a preliminary budget and budget summary consistent with this resolution.

ADOPTED by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

AGENDA ITEM PROCESSING SHEET

FILL IN AS MUCH INFORMATION AS POSSIBLE – CONTACT HANNAHLEE IF YOU NEED HELP

PLEASE PROVIDE DOCUMENTS (ELECTRONIC IF AVAILABLE) THAT NEED TO BE SUBMITTED WITH THE AGENDA ITEM

City Council Meeting Date:

Submitting Dept:

Name of Staff Member Presenting to Council:

Email:

Ext.:

Agenda Item Type:

Agenda Item Name:

Agenda Wording (250 Character Limit):

Summary/Background (500 Character Limit):

Lease? Yes No

Grant Related? Yes No

Public Works Related? Yes No

Fiscal Impact (Neutral/Revenue/Expense):

If Revenue/Expense:

Dollar Amount:

Budget Code:

Council Notification (Committee/Study Session Date):

Council Sponsor(s):

Distribution List (provide emails as needed):



Agenda Sheet for City Council Meeting of:
07/31/2023

Date Rec'd	7/19/2023
Clerk's File #	ORD C36420
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CHRIS WRIGHT 6210
Contact E-Mail	CWRIGHT@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 - ORDINANCE AMENDING PARK HOURS

Agenda Wording

An ordinance relating to Parks; amending Section 12.06A.040 of the Spokane Municipal Code concerning park rules and regulations, and adding a new section 12.06A.055 to Chapter 12.06A of the Spokane Municipal Code.

Summary (Background)

This ordinance would further amend SMC 12.06A.040.J.4, concerning Park Rules and Regulations, to restore the park rules under the Spokane Municipal Code to reflect the current hours of operation consistent with the decision of the Park Board.

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

Approvals		Council Notifications	
Dept Head	BYRD, GIACOBBE	Study Session\Other	N/A
Division Director		Council Sponsor	Stratton; Cathcart; Bingle
Finance		Distribution List	
Legal		CM Stratton and CM Cathcart	
For the Mayor			
Additional Approvals			
Purchasing			

ORDINANCE NO. C36420

An ordinance relating to Parks; amending Section 12.06A.040 of the Spokane Municipal Code concerning park rules and regulations, and adding a new section 12.06A.055 to Chapter 12.06A of the Spokane Municipal Code.

WHEREAS, on Monday, June 26, 2023, the Spokane City Council considered ORD C36394, a revision to SMC 12.06A.040.J.4 that would increase the penalty for being in a city park after the hours of closure from a civil infraction to a misdemeanor; and

WHEREAS, an amendment to ORD C36394 was offered which proposed to change the hours when parks are closed so that closure would be from 11 p.m. to 5 a.m., and midnight to 5 a.m. in Riverfront Park; and

WHEREAS, Council members acknowledged the authority of the Park Board under the City Charter to set rules and regulations for city parks and therefore added a final “whereas” to the prefatory recitals of ORD C36394, formally seeking the Park Board’s agreement to this rule change (“WHEREAS, the Spokane City Council requests the Spokane Park Board update the park hours to reflect the hours listed in this ordinance”); and

WHEREAS, the City Council thereafter unanimously adopted the amendment and proceeded to a vote on the substantive ordinance, which narrowly passed by a vote of 4 to 3 (See ORD C36394, Exhibit A, attached); and

WHEREAS, the Park Board convened on Thursday, July 13, 2023 to discuss the City Council’s request to change the park hours of operation and voted overwhelmingly to decline the request, issuing a Park Board Resolution stating its reasons for maintaining the current hours of closure from 10 p.m. to 6 a.m. and midnight to 6 a.m. for Riverfront Park (See Exhibit B, attached); and

WHEREAS, the Spokane City Council recognizes the authority of the Park Board under Section 48 of the Spokane City Charter, which gives the Park Board sole authority to make rules and regulations for the use of parks and to provide for the enforcement of such rules and regulations, thereby preempting City Council action on matters relating to the Park hours of operation; and

WHEREAS, ORD C36394 will take effect on July 30, 2023; and

WHEREAS, the Spokane City Council now wishes to further amend SMC 12.06A.040.J.4, concerning Park Rules and Regulations, to restore the park rules under the Spokane Municipal Code to reflect the current hours of operation consistent with the decision of the Park Board.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 12.06A.040 SMC is amended to read as follows:

Section 12.06A.040 Rules and Regulations

The Park Board has established rules governing behavior on park property, and such rules may be enforced consistent with this ordinance.

Except when done in places designated and in the manner prescribed by rule, regulation or special permission of the park board or department:

A. Park Grounds and Maintenance

1. No person may cut, trim, tag or in any way tamper with the trees or landscaping, or dig, stake, pierce or penetrate the ground of any park.

B. Vehicles and Watercraft

1. No person may ride or drive any motor vehicle in Riverfront Park without express permission from the director of the parks department or his or her designee. Nothing in this section shall be construed as prohibiting the use of electric scooters, electric bicycles or other personal electric mobility devices in Riverfront Park.
2. No person may drive or ride any vehicle or animal on the grass or in any areas of the park other than designated drives, ways, boulevards or paths. Nothing in this section shall be construed as prohibiting a person from riding a mountain bike on established paths and trails in natural/conservation/undeveloped areas.
3. No person may park outside designated parking areas. Cars parked in turf areas, parked overnight or left for multiple days in parking lots may be deemed unauthorized pursuant to SMC 16A.07.060 and impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction.
4. No person may operate or drive any vehicle, including bicycles, skateboards and roller skates, in a manner which is likely to endanger persons and/or property.
5. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon any pond in a park or the Spokane River at any point between the west line of the Division Street Bridge and the west line of the Monroe Street Bridge.

C. Speed

1. No person may ride or drive a vehicle at a speed in excess of five miles per hour in Riverfront Park.
2. At all parks other than Riverfront Park, no person may ride or drive a vehicle at a speed in excess of fifteen miles per hour unless otherwise posted.

D. Games and Athletics

1. No person may engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any park, except by permission of the director of the parks department or his or her designee.
2. No person may play or practice any game that involves the running or the throwing or hitting of a ball or other projectile such as golf, archery, hockey, tennis or baseball, when and where such activity is likely to be dangerous.
3. No person may operate remote controlled vehicles, unmanned air systems or other hobby craft in a manner that is dangerous to persons or property.
4. Swimming pools, wading pools, golf courses, softball diamonds and basketball courts may be used only during hours designated by the director of the parks department or his or her designee.

E. Animals

1. No person may allow any animal to run at large in any park or enter any pond, pool, fountain or stream thereof except within a designated off-leash area. A violation of this section is a class 4 civil infraction.
2. All persons bringing pets to a park must provide for the disposal of animal waste from their pets. Failure to do so is a class 4 infraction.
3. No person may tease, annoy, disturb, attack, catch, injure, or kill, throw stones or any object at, or strike with any stick or weapon, any animal, bird, fowl or other wildlife in any park.
4. Fishing shall be allowed in rivers and creeks adjacent to parks, but shall not be allowed in the ponds of any park.
5. No person may feed any wildlife in any park. A violation of this section is a class 4 civil infraction.

F. Drugs and Alcohol

1. Except as specifically authorized by the director of the parks department or his or her designee, no person shall open the package containing liquor or consume liquor in a public park. A violation of this section is a class 3 civil infraction.
2. As provided in RCW 69.50.445, it is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, in any park. A violation of this section is a class 3 civil infraction.
3. For the safety and protection of all park users, the use and distribution of drug paraphernalia is prohibited in city parks. In addition to penalties provided in state or local law, violators shall be subject to exclusion from one or more city parks for one year.

G. Weapons and Projectiles

No person may shoot, fire, throw or explode any fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.

H. Food

1. Except as provided in SMC 10.51.040(A), no person may sell food inside or adjacent to a park without first obtaining the following:
 - a. Written authorization from the director of the parks department, or his or her designee, to vend at a particular location or locations, as required by SMC 10.51.070 and SMC 17C.390.030; and
 - b. A valid a mobile food vendor's permit as required by SMC 10.51.010.

I. Events

1. Special events held in a city park require a park reservation and must also be authorized by a special event permit issued by the director of the parks department under the procedures and requirements for special events as provided in Chapter 10.39 SMC.
2. Regardless of whether an event requires a special event permit, park reservations are required to reserve park space and to serve or distribute food for groups of over fifteen people. There is no cost to submit reservation

application for events that do not include the use of a shelter, but the application requires the submission of a clean-up plan and may be subject to cost recovery for the actual costs of clean-up by park employees.

J. Other Uses of Parks and Park Property

1. No person may use or occupy park property to sleep, store property or for any other purpose when done in a manner that obstructs or prevents others from its use and enjoyment.
2. No person may build a fire in a park during official burn bans or where fire restrictions are otherwise imposed. All fires must be contained to designated fireplaces and park-supplied barbecue pits.
3. Where the park board has provided for the collection of fees, rents or charges for the use of park facilities, including municipal golf courses, no person may enter upon or use such park facilities without paying such required fees, rents or charges.
4. No person may be in a City park or on park property during the hours of closure without the express permission of the director of the parks department or his or her designee. ~~((All City parks shall be closed from eleven p.m. to five a.m. except Riverfront Park, which shall be closed from twelve a.m. to five a.m.))~~ All City parks shall be closed from ten p.m. to six a.m., except Riverfront Park, which shall be closed from midnight to six a.m. throughout the year. A violation of this section is an unlawful park trespass and shall be punishable as a misdemeanor.
5. No person may sell or barter any goods or services without prior permission of the director of the parks department or his or her designee.

K. No person may violate such rules and regulations as may from time to time be promulgated by the park board or the director of parks and recreation pursuant to and in supplementation of the City Charter and this code.

Section 2. That a new section 12.06A.055 is added to Title 12.06A SMC, the Park Code, to read as follows:

Section 12.06A.055 Data Compilation

The Spokane Police Department shall compile and submit to the City Council on an annual basis data that identifies the number of persons law enforcement officers arrest in connection with enforcement of the park trespass violation, including such factors as age, race, ethnicity, whether the person had additional charges, and whether

they were released or booked into jail. Beyond the annual reporting requirement, the City Council may from time to time require the Spokane Police Department to provide updated reports.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

EXHIBIT A

ORDINANCE NO. C36394

An ordinance relating to Parks; amending Section 12.06A.040 of the Spokane Municipal Code concerning park rules and regulations.

WHEREAS, there has been a significant increase in after-hour incidents in city parks, which incidents have frequently escalated into altercations, felony assaults, and shootings, and which incidents often involve the unlawful use of drugs; and

WHEREAS, the current punishment for violation of the park hours rules is a non-traffic civil infraction, and pursuant to RCW 7.80.060 a person who is unable or unwilling to reasonably identify himself or herself to an enforcement officer may be detained for a period of time not longer than is reasonably necessary to identify the person for purposes of issuing a civil infraction; and

WHEREAS, elevating the penalty for unlawful presence in a city park after hours to a misdemeanor allows law enforcement officers to investigate, check for warrants and pat down for weapons, as is constitutionally authorized; and

WHEREAS, the City seeks to enhance the enforcement options for law enforcement personnel with respect to illegal and after-hour activity in city parks; and

WHEREAS, the City has an important governmental interest in protecting the health, safety and lives of its residents and in reducing the community impact of drug possession and drug use; and that under its Article XI section 11 police powers, the City is authorized to act in the interest of public safety and welfare; and

WHEREAS, the Spokane City Council requests the Spokane Park Board update the park hours to reflect the hours listed in this ordinance; and

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 12.06A.040 SMC is amended to read as follows:

Section 12.06A.040 Rules and Regulations

The Park Board has established rules governing behavior on park property, and such rules may be enforced consistent with this ordinance.

Except when done in places designated and in the manner prescribed by rule, regulation or special permission of the park board or department:

A. Park Grounds and Maintenance

1. No person may cut, trim, tag or in any way tamper with the trees or landscaping, or dig, stake, pierce or penetrate the ground of any park.

B. Vehicles and Watercraft

1. No person may ride or drive any motor vehicle in Riverfront Park without express permission from the director of the parks department or his or her designee. Nothing in this section shall be construed as prohibiting the use of electric scooters, electric bicycles or other personal electric mobility devices in Riverfront Park.
2. No person may drive or ride any vehicle or animal on the grass or in any areas of the park other than designated drives, ways, boulevards or paths. Nothing in this section shall be construed as prohibiting a person from riding a mountain bike on established paths and trails in natural/conservation/undeveloped areas.
3. No person may park outside designated parking areas. Cars parked in turf areas, parked overnight or left for multiple days in parking lots may be deemed unauthorized pursuant to SMC 16A.07.060 and impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction.
4. No person may operate or drive any vehicle, including bicycles, skateboards and roller skates, in a manner which is likely to endanger persons and/or property.
5. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon any pond in a park or the Spokane River at any point between the west line of the Division Street Bridge and the west line of the Monroe Street Bridge.

C. Speed

1. No person may ride or drive a vehicle at a speed in excess of five miles per hour in Riverfront Park.
2. At all parks other than Riverfront Park, no person may ride or drive a vehicle at a speed in excess of fifteen miles per hour unless otherwise posted.

D. Games and Athletics

1. No person may engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or

animal in any park, except by permission of the director of the parks department or his or her designee.

2. No person may play or practice any game that involves the running or the throwing or hitting of a ball or other projectile such as golf, archery, hockey, tennis or baseball, when and where such activity is likely to be dangerous.
3. No person may operate remote controlled vehicles, unmanned air systems or other hobby craft in a manner that is dangerous to persons or property.
4. Swimming pools, wading pools, golf courses, softball diamonds and basketball courts may be used only during hours designated by the director of the parks department or his or her designee.

E. Animals

1. No person may allow any animal to run at large in any park or enter any pond, pool, fountain or stream thereof except within a designated off-leash area. A violation of this section is a class 4 civil infraction.
2. All persons bringing pets to a park must provide for the disposal of animal waste from their pets. Failure to do so is a class 4 infraction.
3. No person may tease, annoy, disturb, attack, catch, injure, or kill, throw stones or any object at, or strike with any stick or weapon, any animal, bird, fowl or other wildlife in any park.
4. Fishing shall be allowed in rivers and creeks adjacent to parks, but shall not be allowed in the ponds of any park.
5. No person may feed any wildlife in any park. A violation of this section is a class 4 civil infraction.

F. Drugs and Alcohol

1. Except as specifically authorized by the director of the parks department or his or her designee, no person shall open the package containing liquor or consume liquor in a public park. A violation of this section is a class 3 civil infraction.
2. As provided in RCW 69.50.445, it is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, in any park. A violation of this section is a class 3 civil infraction.

3. For the safety and protection of all park users, the use and distribution of drug paraphernalia is prohibited in city parks. In addition to penalties provided in state or local law, violators shall be subject to exclusion from one or more city parks for one year.

G. Weapons and Projectiles

No person may shoot, fire, throw or explode any fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.

H. Food

1. Except as provided in SMC 10.51.040(A), no person may sell food inside or adjacent to a park without first obtaining the following:
 - a. Written authorization from the director of the parks department, or his or her designee, to vend at a particular location or locations, as required by SMC 10.51.070 and SMC 17C.390.030; and
 - b. A valid a mobile food vendor's permit as required by SMC 10.51.010.

I. Events

1. Special events held in a city park require a park reservation and must also be authorized by a special event permit issued by the director of the parks department under the procedures and requirements for special events as provided in Chapter 10.39 SMC.
2. Regardless of whether an event requires a special event permit, park reservations are required to reserve park space and to serve or distribute food for groups of over fifteen people. There is no cost to submit reservation application for events that do not include the use of a shelter, but the application requires the submission of a clean-up plan and may be subject to cost recovery for the actual costs of clean-up by park employees.

J. Other Uses of Parks and Park Property and Facilities

1. No person may use or occupy park property to sleep, store property or for any other purpose when done in a manner that obstructs or prevents others from its use and enjoyment.
2. No person may build a fire in a park during official burn bans or where fire restrictions are otherwise imposed. All fires must be contained to designated fireplaces and park-supplied barbecue pits.

3. Where the park board has provided for the collection of fees, rents or charges for the use of park facilities, including municipal golf courses, no person may enter upon or use such park facilities without paying such required fees, rents or charges.
 4. No person may be in a City park or on park property during the hours of closure without the express permission of the director of the parks department or his or her designee. ~~((All City parks shall be closed from ten p.m. to six a.m., except Riverfront Park, which shall be closed from midnight to six a.m. throughout the year.))~~ All City parks shall be closed from eleven p.m. to five a.m., except Riverfront Park, which shall be closed from twelve a.m. to five a.m. A violation of this section is an unlawful park trespass and shall be punishable as a misdemeanor.
 5. No person may sell or barter any goods or services without prior permission of the director of the parks department or his or her designee.
- K. No person may violate such rules and regulations as may from time to time be promulgated by the park board or the director of parks and recreation pursuant to and in supplementation of the City Charter and this code.

Section 2. The Spokane Police Department shall compile and submit to the City Council on an annual basis data that identifies the number of persons law enforcement officers arrest in connection with enforcement of the park trespass violation, including such factors as age, race, ethnicity, whether the person had additional charges, and whether they were released or booked into jail. Beyond the annual reporting requirement, the City Council may from time to time require the Spokane Police Department to provide updated reports.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Spokane Park Board

RESOLUTION

A Resolution of the Spokane Park Board regarding the City Council's request to update the Park hours of operation pursuant to ORD C36394.

WHEREAS, pursuant to the City of Spokane Charter, Section 48, "[t]he park board shall have power . . . [t]o make rules and regulations for the use of parks and provide for the enforcement of such rules and regulations . . . ; and

WHEREAS, based on the City's Charter and relevant Washington case law, City of Spokane Park Board has the sole authority to establish park rules and regulations and to provide for the enforcement of such rules and regulations; and

WHEREAS, pursuant to park rules established by the Spokane Park Board and codified in SMC 12.06A.040J.4, most city parks are currently closed from 10:00pm to 6:00am, and Riverfront Park is closed from 12:00am to 6:00am; and

WHEREAS, on Monday, June 26, 2023, the Spokane City Council considered ORD C36394, a revision to SMC 12.06A.040.J.4 that would increase the penalty for being in a city park after the hours of closure from a civil infraction to a misdemeanor; and

WHEREAS, an amendment to ORD C36394 was offered which proposed to change the hours when parks are closed so that closure would be from 11 p.m. to 5 a.m., and midnight to 5 a.m. in Riverfront Park; and

WHEREAS, the Council discussion of the amendment included recognition of the Park Board's sole authority to establish Park Rules as well as an acknowledgement of the procedural requirement to bring park rule changes before the Park Board for approval; and

WHEREAS, Council members acknowledged that their action to adopt the amendment would take things out of order procedurally, and therefore added a final "whereas" to the prefatory recitals of ORD C36394, formally seeking the Park Board's agreement to this rule change ("WHEREAS, the Spokane City Council requests the Spokane Park Board update the park hours to reflect the hours listed in this ordinance"); and

WHEREAS, The Council thereafter unanimously adopted the amendment and proceeded to a vote on the substantive ordinance, which narrowly passed by a vote of 4 to 3. (See ORD C36394, Exhibit A, attached.); and

WHEREAS, the City has an important governmental interest in closing public parks at night and in setting a nighttime deadline when all activities must cease and members of the community must leave, and which recognizes the responsibility of local government to promote the safety and protection of the public during times when parks are not patrolled and to ensure that community members in the surrounding neighborhoods are able to avail themselves of quiet enjoyment at times when most people go to sleep; and

WHEREAS, after much community input, the Spokane Parks Department previously adopted a ten-p.m. closure time for most city parks and a midnight closure time for Riverfront Park; and that these times were established to help facilitate the efficient management of city parks and to align with neighborhood concerns about activities that affect quiet enjoyment during late-night hours and enforcement of Spokane's Noise Ordinance; and

WHEREAS, the community has benefitted from the alignment of the current park hours of operation and the City's noise ordinance, which was intended to mitigate public disturbances caused by sound generated after ten p.m.; and which arise out of late-night park activity, adversely affecting residential neighborhoods where after-hours noise interrupts sleep and peace; and

WHEREAS, the Spokane City Council now asks the Spokane Park Board to consider a change in the hours of closure in order to address violent crime, including documented shootings which have been occurring in the parks overnight, with the enhanced penalty of a misdemeanor, but only during more limited hours; and

WHEREAS, changing the hours of closure would require the Parks Department to incur significant costs, including thousands of dollars in expenses not currently in the Parks budget; these include the replacement of over one thousand signs in parks throughout the city which could yield a cost tens of thousands of dollars; and

WHEREAS, a change in Park hours of operation will also require that the Parks Department incur costs associated with staff time to re-educate the public about the change as well as costs associated with payroll for the increased workloads of Park Rangers to patrol the extra hours and park maintenance staff to address trash and vandalism in city parks; and

WHEREAS, the Park Board must prioritize its budgeted projects and first consider the fiscal needs of Park operations, understanding that the Parks Department is already short on funds to accomplish all that it needs to and lacks adequate funding to accommodate this unsolicited change; and

WHEREAS, Section 48 of the Spokane City Charter gives the Park Board sole authority to make rules and regulations for the use of parks and to provide for the enforcement of such rules and regulations, thereby preempting City Council action on matters relating to the Park hours of operation; and

WHEREAS, SMC 04.11.010 reaffirms this authority, held exclusively by the Park Board, consistent with the charter and ordinances of Spokane, to adopt, promulgate and enforce rules and regulations respecting the management, control and use of the parks; and

WHEREAS, the Park Board appreciates its partnership with the City Council and its mutual interest in public safety through the stewardship required of each entity in their respective roles; and hopes the City Council will respect and accept that the Park Board has a responsibility to maintain the current park hours of operation for the reasons previously stated;

NOW, THEREFORE, BE IT RESOLVED that the Spokane Park Board respectfully declines City Council's request to change the park hours of operation in City parks.

BE IT FURTHER RESOLVED that the Spokane Park Board respectfully asks the City Council to amend SMC 12.06A.040.J.4 to restore the park hours lawfully established by the Park Board pursuant to its charter authority.

Adopted by the Spokane Park Board this ____ day of _____, 2023.

Park Board President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
08/21/2023

Date Rec'd	8/2/2023
Clerk's File #	ORD C36424
Renews #	

Submitting Dept	PUBLIC WORKS	Cross Ref #	C35964 & C35963
Contact Name/Phone	MARLENE FEIST 625-6505	Project #	
Contact E-Mail	MFEIST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4100 – WATER RATES ORDINANCE		

Agenda Wording

An ordinance relating to the rates of the Water & Hydroelectric Department, amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, 13.04.2016, and 13.04.20161; to chapter 13.04 of the

Summary (Background)

The ordinance reflects no annual increase to water rates for 2024. Public Works will promote a plan to complete a three-year rate setting process for 2025 through 2027.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

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

Budget Account

Approvals

Dept Head	FEIST, MARLENE
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	SCHOEDEL, ELIZABETH
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	Finance 6/17/23
Council Sponsor	Kinnear/Bingle/Stratton

Additional Approvals

Purchasing	eraea@spokanecity.org
	eschoedel@spokanecity.org
	kemiller@spokanecity.org
	mfeist@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Spokane Municipal Code; and setting an effective date.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Finance Committee

Submitting Department	Public Works and Utilities
Contact Name & Phone	Marlene Feist, (509) 625-6505
Contact Email	mfeist@spokanecity.org
Council Sponsor(s)	Council Member Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 Minutes
Agenda Item Name	Utility Rates for 2024
Summary (Background)	<p>Approved rates for the City of Spokane’s water, wastewater and solid waste utilities extend through the end of 2023. Public Works will present its proposal for updating rates for 2024.</p> <p>The proposal remains firmly committed to our rate-setting principles with a keen eye on affordability for all customers. We have a particular need to manage increased hard costs in Solid Waste that this proposal will address.</p> <p>PW also will promote a plan to complete a three-year rate setting process for 2025 through 2027. That look would include information from other work that is currently under way, including the cost of service analysis for water and wastewater, the finalization of GFC rate structures, the completion of a comprehensive water capital plan, and an ongoing analysis of costs in solid waste.</p>
Proposed Council Action & Date:	Approve utility rates for 2024; action anticipated in August 2023
Fiscal Impact: Total Cost: <u>TBD</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>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.</p> <p>The City’s utilities serve all customers. Bill support is available for low-income seniors and disabled individuals and through the U-Help program, along with remaining support as a result of the</p>	

pandemic. Also, customers can reduce their monthly bills by recycling more and making choices about their indoor and outdoor water usage.

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

N/A

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

Budgets will be analyzed to ensure that costs of services are covered.

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 the Comprehensive Plan, utility capital plans and budgets.

ORDINANCE NO. C36424

AN ORDINANCE relating to the rates of the Water & Hydroelectric Department, amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, 13.04.2016, and 13.04.20161; to chapter 13.04 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.04.2002 is amended to read as follows:

13.04.2002 City Residence Rates

A. Single-family Residence – Basic Charge.

- 1. Within the City limits, the basic monthly service charge for each single-family residence where the water is being used or water is available to the property shall be:

a.	((2021))	((2022))	((2023))	<u>2024</u>
	(((\$17.72))	(((\$18.23))	(((\$18.76))	<u>\$18.76</u>

- b. Unless otherwise provided, for two or more single-family residences on one meter, the above service charge shall apply for each residence.
- 2. For purposes of this chapter, a "single-family residence" or "equivalent residential unit" designation applies to each self-contained, stand-alone living unit with at least one:
 - a. kitchen or cooking area room, which must include a sink;
 - b. bathroom, which must include a toilet, bathtub, and sink or a toilet, shower, and sink.
 - c. a separate entrance that does not require residents to co-mingle.

B. Consumption Charge.

The following consumption charge rate schedule is adopted to encourage water conservation and promote environmental quality. Within the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet			
	((2021))	((2022))	((2023))	2024
Zero up to 600	(\$0.3382)	(\$0.3481)	(\$0.3581)	<u>\$0.3581</u>
Greater than 600 up to 1,200	(\$0.7156)	(\$0.7363)	(\$0.7577)	<u>\$0.7577</u>
Greater than 1,200 up to 2,500	(\$0.9627)	(\$0.9906)	(\$1.0193)	<u>\$1.0193</u>
Greater than 2,500 up to 4,500	(\$1.2361)	(\$1.2719)	(\$1.3088)	<u>\$1.3088</u>
Greater than 4,500	(\$1.5435)	(\$1.5883)	(\$1.6344)	<u>\$1.6344</u>

C. No vacancy allowance will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water is shut off at the City valve by the water and hydroelectric services department upon proper request in writing.

D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a daycare facility:

1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
2. licensed as such by the state department of social and health services; and;
3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 2: That SMC section 13.04.2004 is amended to read as follows:

13.04.2004 City Commercial and Industrial Rates

A. These rates apply to commercial and industrial customers and to all other customer premises not specifically identified on City utilities billing records as single-family residences or PUDs. The rates are for service inside the city limits of the City of Spokane.

1. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month
-----------------	------------------------

	((2021))	((2022))	((2023))	2024
1 inch or smaller	((<u>\$18.78</u>))	((<u>\$19.33</u>))	((<u>\$19.89</u>))	<u>\$19.89</u>
1 ½ inch	((<u>\$30.64</u>))	((<u>\$31.53</u>))	((<u>\$32.44</u>))	<u>\$32.44</u>
2 inch	((<u>\$43.41</u>))	((<u>\$44.67</u>))	((<u>\$45.97</u>))	<u>\$45.97</u>
3 inch	((<u>\$69.54</u>))	((<u>\$71.56</u>))	((<u>\$73.63</u>))	<u>\$73.63</u>
4 inch	((<u>\$95.78</u>))	((<u>\$98.55</u>))	((<u>\$101.41</u>))	<u>\$101.41</u>
6 inch	((<u>\$135.47</u>))	((<u>\$139.40</u>))	((<u>\$143.45</u>))	<u>\$143.45</u>
8 inch	((<u>\$277.58</u>))	((<u>\$285.63</u>))	((<u>\$293.91</u>))	<u>\$293.91</u>
10 inch	((<u>\$405.36</u>))	((<u>\$417.12</u>))	((<u>\$429.21</u>))	<u>\$429.21</u>

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. For each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following monthly consumption charges:

1. Monthly Water Use / Charge Rate Per Hundred Cubic Feet.

a. Zero cubic feet to six hundred cubic feet per month:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet			
	((2021))	((2022))	((2023))	2024
Zero up to 600 (Charge for all use: zero up to 600.)	((<u>\$0.3508</u>))	((<u>\$0.3610</u>))	((<u>\$0.3715</u>))	<u>\$0.3715</u>
Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	((<u>\$0.7284</u>))	((<u>\$0.7492</u>))	((<u>\$0.7709</u>))	<u>\$0.7709</u>
Greater than 1,000 (Charge for all use: zero to amount used.)	((<u>\$1.0532</u>))	((<u>\$1.0837</u>))	((<u>\$1.1152</u>))	<u>\$1.1152</u>

C. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 3: That SMC section 13.04.2005 is amended to read as follows:

13.04.2005 City Planned Unit Developments (PUD)

A. Basic Charge.

In general, a planned unit development (PUD) designation is one approved in accord with applicable PUD development standards and served by a master water meter. However, if a dwelling unit would otherwise be included within a PUD designation but has its own individual City water meter, it will be billed as a single family residence under SMC 13.04.2002 or other applicable rate section. Questions of applicability are determined by the director. [Cross Reference: SMC 17A.020.160(T)]

B. Consumption.

For billing water consumption, the PUD will be charged the same as a single-family residence within the City limits except the PUD’s total consumption will be divided by the total number of dwelling units to determine the per-dwelling consumption for purposes of applying the rate steps defined in SMC 13.04.2002(B).

C. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month			
	((2021))	((2022))	((2023))	<u>2024</u>
1 inch or smaller	<u>(((\$18.78))</u>	<u>(((\$19.33))</u>	<u>(((\$19.89))</u>	<u>\$19.89</u>
1 ½ inch	<u>(((\$30.64))</u>	<u>(((\$31.53))</u>	<u>(((\$32.44))</u>	<u>\$32.44</u>
2 inch	<u>(((\$43.41))</u>	<u>(((\$44.67))</u>	<u>(((\$45.97))</u>	<u>\$45.97</u>
3 inch	<u>(((\$69.54))</u>	<u>(((\$71.56))</u>	<u>(((\$73.63))</u>	<u>\$73.63</u>
4 inch	<u>(((\$95.78))</u>	<u>(((\$98.55))</u>	<u>(((\$101.41))</u>	<u>\$101.41</u>
6 inch	<u>(((\$135.47))</u>	<u>(((\$139.40))</u>	<u>(((\$143.45))</u>	<u>\$143.45</u>
8 inch	<u>(((\$277.58))</u>	<u>(((\$285.63))</u>	<u>(((\$293.91))</u>	<u>\$293.91</u>
10 inch	<u>(((\$405.36))</u>	<u>(((\$417.12))</u>	<u>(((\$429.21))</u>	<u>\$429.21</u>

D. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 4: That SMC section 13.04.2008 is amended to read as follows:

13.04.2008 Construction Rates

- A. Rates for water used during construction will be charged per month, or fractional part thereof, in accord with the following rates, until the meter is set.
 - 1. Worksite will be inspected at least every ninety days to determine meter status.
 - 2. The meter installation will be made at the earliest possible date.

3. Residential meters installed prior to occupancy construction rates will apply until certificate of occupancy is granted.

B. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month			
	((2021))	((2022))	((2023))	<u>2024</u>
1 inch or smaller	(((\$18.78))	(((\$19.33))	(((\$19.89))	<u>\$19.89</u>
1 ½ inch	(((\$30.64))	(((\$31.53))	(((\$32.44))	<u>\$32.44</u>
2 inch	(((\$43.41))	(((\$44.67))	(((\$45.97))	<u>\$45.97</u>
3 inch	(((\$69.54))	(((\$71.56))	(((\$73.63))	<u>\$73.63</u>
4 inch	(((\$95.78))	(((\$95.88))	(((\$101.41))	<u>\$101.41</u>
6 inch	(((\$135.47))	(((\$139.40))	(((\$143.45))	<u>\$143.45</u>
8 inch	(((\$277.58))	(((\$285.63))	(((\$293.91))	<u>\$293.91</u>
10 inch	(((\$405.36))	(((\$417.12))	(((\$429.21))	<u>\$429.21</u>

Section 5: That SMC section 13.04.2010 is amended to read as follows:

13.04.2010 Water for Private Fire Protection

- A. For inside the City of Spokane metered and unmetered connection on the City’s water mains supplying hydrants, standpipes, or automatic sprinklers for private fire protection to the premises, charges will be made in accord with the following rates:

Size of Service	Meter Charge Per Month			
	((2021))	((2022))	((2023))	<u>2024</u>
3 inch or smaller	(((\$19.88))	(((\$20.46))	(((\$21.05))	<u>\$21.05</u>
4 inch	(((\$28.07))	(((\$28.88))	(((\$29.72))	<u>\$29.72</u>
6 inch	(((\$39.01))	(((\$40.14))	(((\$41.30))	<u>\$41.30</u>
8 inch	(((\$47.19))	(((\$48.56))	(((\$49.97))	<u>\$49.97</u>
10 inch	(((\$56.44))	(((\$58.07))	(((\$59.76))	<u>\$59.76</u>

- B. For outside the City of Spokane metered and unmetered connection on the City’s water mains supplying hydrants, standpipes, or automatic sprinklers for private fire protection to the premises, charges will be made in accord with the following rates:

1. Size of Connection / Service Charge per Month.

Size of Service	Meter Charge Per Month			
	((2021))	((2022))	((2023))	<u>2024</u>
3 inch or smaller	(((\$29.83))	(((\$30.69))	(((\$31.58))	<u>\$31.58</u>
4 inch	(((\$42.09))	(((\$43.31))	(((\$44.57))	<u>\$44.57</u>

6 inch	(\$58.51)	(\$60.20)	(\$61.95)	<u>\$61.95</u>
8 inch	(\$70.77)	(\$72.82)	(\$74.94)	<u>\$74.94</u>
10 inch	(\$84.66)	(\$87.11)	(\$89.64)	<u>\$89.64</u>

Section 6: That SMC section 13.04.2012 is amended to read as follows:

13.04.2012 Outside City Residence Rates

A. Basic Charge: Single-family Residence.

1. Outside the City, for each single-family residence, the monthly service charge where the water is being used or reflected as on in the records of the City of Spokane utilities billings office shall be:

(2021)	(2022)	(2023)	<u>2024</u>
(\$26.58)	(\$27.35)	(\$28.14)	<u>\$28.14</u>

2. For two or more single-family residences on one meter the above service charge shall apply for each residence. "Single-family residence" has the meaning in SMC 13.04.2002(A)(2).

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet			
	(2021)	(2022)	(2023)	<u>2024</u>
Zero up to 600	(\$0.5073)	(\$0.5220)	(\$0.5371)	<u>\$0.5371</u>
Greater than 600 up to 1,200	(\$1.0735)	(\$1.1046)	(\$1.1366)	<u>\$1.1366</u>
Greater than 1,200 up to 2,500	(\$1.4441)	(\$1.4860)	(\$1.5291)	<u>\$1.5291</u>
Greater than 2,500 up to 4,500	(\$1.8540)	(\$1.9077)	(\$1.9631)	<u>\$1.9631</u>
Greater than 4,500	(\$2.3153)	(\$2.3824)	(\$2.4515)	<u>\$2.4515</u>

- C. No vacancy allowance will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water is shut off at the City valve by the water and hydroelectric services department upon proper request in writing.

D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a day care facility:

1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
2. licensed as such by the state department of social and health services; and
3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 7: That SMC section 13.04.2014 is amended to read as follows:

13.04.2014 Outside City Rate to Other Purveyors

A. The charge to other purveyors for water use outside the City's service area shall be at the following rate per one hundred cubic feet of water used plus outside City commercial monthly service charge, unless modified by separate agreement:

((2021))	((2022))	((2023))	<u>2024</u>
(((\$1.3140))	(((\$1.3521))	(((\$1.3913))	<u>\$1.3913</u>

B. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 8: That SMC section 13.04.2015 is amended to read as follows:

13.04.2015 Outside City Planned Unit Developments (PUD)

A. Basic Charge.

In general, a planned unit development (PUD) designation is one approved in accord with applicable PUD development standards and served by a master water meter. However, if a dwelling unit would otherwise be included within a PUD designation but has its own individual city water meter, it will be billed as a single-family residence under SMC 13.04.2012 or other applicable rate section. Questions of applicability are determined by the director. [Cross Reference: SMC 17A.020.160(T)]

B. Consumption.

For billing water consumption, the outside city PUD basic charge will be charged the same as a single-family residence outside the City limits except the PUD's total consumption will be divided by the total number of dwelling units to determine the per-dwelling consumption for purposes of applying the rate steps defined in SMC 13.04.2012(B).

C. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month			
	((2021))	((2022))	((2023))	<u>2024</u>
1 inch or smaller	((36.38))	((37.43))	((38.52))	<u>\$38.52</u>
1 ½ inch	((54.16))	((55.73))	((57.34))	<u>\$57.34</u>
2 inch	((73.33))	((75.46))	((77.65))	<u>\$77.65</u>
3 inch	((112.54))	((115.77))	((119.13))	<u>\$119.13</u>
4 inch	((151.87))	((156.27))	((160.80))	<u>\$160.80</u>
6 inch	((211.42))	((217.55))	((223.86))	<u>\$223.86</u>
8 inch	((424.69))	((437.00))	((449.68))	<u>\$449.68</u>
10 inch	((616.26))	((634.13))	((652.52))	<u>\$652.52</u>

D. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 9: That SMC section 13.04.2016 is amended to read as follows:

13.04.2016 Outside City Commercial and Industrial Rates

A. These rates apply to commercial and industrial customers and to all other customer premises not specifically identified as single-family residences or PUDs. The rates are for service outside the city limits of the City of Spokane.

B. Size of Service / Service Charge Per Month.

Size of Service	Meter Charge Per Month			
	((2021))	((2022))	((2023))	<u>2024</u>
1 inch or smaller	((36.38))	((37.43))	((38.52))	<u>\$38.52</u>
1 ½ inch	((54.16))	((55.73))	((57.34))	<u>\$57.34</u>
2 inch	((73.33))	((75.46))	((77.65))	<u>\$77.65</u>
3 inch	((112.51))	((115.77))	((119.13))	<u>\$119.13</u>
4 inch	((151.87))	((156.27))	((160.80))	<u>\$160.80</u>
6 inch	((211.42))	((217.55))	((223.86))	<u>\$223.86</u>

8 inch	(\$424.69)	(\$437.00)	(\$449.68)	<u>\$449.68</u>
10 inch	(\$616.26)	(\$634.13)	(\$652.52)	<u>\$652.52</u>

C. The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet			
	(2021)	(2022)	2023	<u>2024</u>
Zero up to 600 (Charge for all use: zero up to 600.)	(\$0.5262)	(\$0.5415)	(\$0.5572)	<u>\$0.5572</u>
Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	(\$1.0924)	(\$1.1241)	(\$1.1567)	<u>\$1.1567</u>
Greater than 1,000 (Charge for all use: zero to amount used.)	(\$1.5799)	(\$1.6257)	(\$1.6728)	<u>\$1.6728</u>

D. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 9: That SMC section 13.04.20161 is amended to read as follows:

13.04.20161 PDA Water Rates

A. These rates apply to residential customers located within a designated and approved Public Development Authority (PDA).

1. Basic Charge – Residential Customer:

(2021)	(2022)	(2023)	<u>2024</u>
(\$17.72)	(\$18.23)	(\$18.76)	<u>\$18.76</u>

2. Consumption Charge – Residential Customer.

The following consumption charge rate schedule is adopted to encourage water conservation and promote environmental quality. Within the PDA boundaries, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet			
	((2021))	((2022))	((2023))	<u>2024</u>
Zero up to 600	((<u>\$0.3382</u>))	((<u>\$0.348</u>))	((<u>\$0.3581</u>))	<u>\$0.3581</u>
Greater than 600 up to 1,200	((<u>\$0.7156</u>))	((<u>\$0.7363</u>))	((<u>\$0.7577</u>))	<u>\$0.7577</u>
Greater than 1,200 up to 2,500	((<u>\$0.9627</u>))	((<u>\$0.9906</u>))	((<u>\$1.0193</u>))	<u>\$1.0193</u>
Greater than 2,500 up to 4,500	((<u>\$1.2361</u>))	((<u>\$1.2719</u>))	((<u>\$1.3088</u>))	<u>\$1.3088</u>
Greater than 4,500	((<u>\$1.5435</u>))	((<u>\$1.5883</u>))	((<u>\$1.6344</u>))	<u>\$1.6344</u>

B. These rates apply to commercial customers located within a designated and approved Public Development Authority (PDA).

1. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month			
	((2021))	((2022))	((2023))	<u>2024</u>
1 inch or smaller	((<u>\$18.78</u>))	((<u>\$19.33</u>))	((<u>\$19.89</u>))	<u>\$19.89</u>
1 ½ inch	((<u>\$30.64</u>))	((<u>\$31.53</u>))	((<u>\$32.44</u>))	<u>\$32.44</u>
2 inch	((<u>\$43.41</u>))	((<u>\$44.67</u>))	((<u>\$45.97</u>))	<u>\$45.97</u>
3 inch	((<u>\$69.54</u>))	((<u>\$71.56</u>))	((<u>\$73.63</u>))	<u>\$73.63</u>
4 inch	((<u>\$95.78</u>))	((<u>\$98.55</u>))	((<u>\$101.41</u>))	<u>\$101.41</u>
6 inch	((<u>\$135.47</u>))	((<u>\$139.40</u>))	((<u>\$143.45</u>))	<u>\$143.45</u>
8 inch	((<u>\$277.58</u>))	((<u>\$285.63</u>))	((<u>\$293.91</u>))	<u>\$293.91</u>
10 inch	((<u>\$405.36</u>))	((<u>\$417.12</u>))	((<u>\$429.21</u>))	<u>\$429.21</u>

2. Commercial Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. For each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following monthly consumption charges:

PDA Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet			
	((2021))	((2022))	((2023))	<u>2024</u>
Zero up to 600 (Charge for all use: zero up to 600.)	((<u>\$0.3508</u>))	((<u>\$0.3610</u>))	((<u>\$0.3715</u>))	<u>\$0.3715</u>

Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	(((\$0.7284))	(((\$0.7492))	(((\$0.7709))	<u>\$0.7709</u>
Greater than 1,000 (Charge for all use: zero to amount used.)	(((\$1.0532))	(((\$1.0837))	(((\$1.1152))	<u>\$1.1152</u>

C. Capital Charge. In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500

Section 10: Effective Date. This ordinance shall take effect and be in force on January 1, 2024.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

08/21/2023

Date Rec'd	8/2/2023
Clerk's File #	ORD C36425
Renews #	
Cross Ref #	C35965
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	MARLENE FEIST 625-6302
Contact E-Mail	MFEIST@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	4100 – WATER-WASTEWATER CAPITAL RATES ORDINANCE

Agenda Wording

An ordinance relating to the rates for Water-Wastewater Capital Rates, amending SMC section 13.035.500, to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

The ordinance reflects no annual increase to water-wastewater capital rates for 2024. Public Works will promote a plan to complete a three-year rate setting process for 2025 through 2027.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

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

Budget Account

Approvals

Dept Head	FEIST, MARLENE
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	SCHOEDEL, ELIZABETH
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	Finance 6/17/23
Council Sponsor	Kinnear/Bingle/Stratton
Distribution List	ddaniels@spokanecity.org
	publicworksaccounting@spokanecity.org
	eraea@spokanecity.org
	eschoedel@spokanecity.org
	kemiller@spokanecity.org
	mfeist@spokanecity.org

Additional Approvals

Purchasing	

Committee Agenda Sheet

Finance Committee

Submitting Department	Public Works and Utilities
Contact Name & Phone	Marlene Feist, (509) 625-6505
Contact Email	mfeist@spokanecity.org
Council Sponsor(s)	Council Member Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 Minutes
Agenda Item Name	Utility Rates for 2024
Summary (Background)	<p>Approved rates for the City of Spokane’s water, wastewater and solid waste utilities extend through the end of 2023. Public Works will present its proposal for updating rates for 2024.</p> <p>The proposal remains firmly committed to our rate-setting principles with a keen eye on affordability for all customers. We have a particular need to manage increased hard costs in Solid Waste that this proposal will address.</p> <p>PW also will promote a plan to complete a three-year rate setting process for 2025 through 2027. That look would include information from other work that is currently under way, including the cost of service analysis for water and wastewater, the finalization of GFC rate structures, the completion of a comprehensive water capital plan, and an ongoing analysis of costs in solid waste.</p>
Proposed Council Action & Date:	Approve utility rates for 2024; action anticipated in August 2023
Fiscal Impact: Total Cost: <u>TBD</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>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.</p> <p>The City’s utilities serve all customers. Bill support is available for low-income seniors and disabled individuals and through the U-Help program, along with remaining support as a result of the</p>	

pandemic. Also, customers can reduce their monthly bills by recycling more and making choices about their indoor and outdoor water usage.

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

N/A

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

Budgets will be analyzed to ensure that costs of services are covered.

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 the Comprehensive Plan, utility capital plans and budgets.

ORDINANCE NO. C36425

AN ORDINANCE relating to the rates for Water-Wastewater Capital Rates, amending SMC section 13.035.500, to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.

Section 1: That SMC section 13.035.500 is amended to read as follows:

13.035.500 Water-Wastewater Capital Rates

- A. In addition to user charges (basic charges and consumption charges) for providing utility services to customers, all accounts are assessed a water-wastewater capital management fund charge which shall be placed in a separate fund, reserved for purposes of contribution to water-wastewater capital infrastructure.
- B. The following rates shall apply to the water-wastewater capital management fund charge and shall be separately itemized on the utility bill:

Water-wastewater Capital Rates – per month				
	((2021))	((2022))	((2023))	2024
Domestic user (Per single-family residence or equivalent residential unit):				
Domestic user – In City	((<u>\$31.27</u>))	((<u>\$32.18</u>))	((<u>\$33.11</u>))	<u>\$33.11</u>
Domestic user – Outside City	((<u>\$35.83</u>))	((<u>\$36.87</u>))	((<u>\$37.94</u>))	<u>\$37.94</u>
Commercial User:				
Commercial user – In City: Minimum commercial user charge (includes first forty eight units)	((<u>\$31.27</u>))	((<u>\$32.18</u>))	((<u>\$33.11</u>))	<u>\$33.11</u>
Commercial user – In City: Water-wastewater consumption charge (over forty eight units) (per hundred cubic feet)	((<u>\$0.6559</u>))	((<u>\$0.6749</u>))	((<u>\$0.6945</u>))	<u>\$0.6945</u>
Commercial user – Outside City: Minimum commercial user charge (includes first twenty eight units)	((<u>\$35.83</u>))	((<u>\$36.87</u>))	((<u>\$37.94</u>))	<u>\$37.94</u>
Commercial user – Outside City: Water-wastewater consumption charge (over twenty eight units) (per hundred cubic feet)	((<u>\$1.3114</u>))	((<u>\$1.3495</u>))	((<u>\$1.3886</u>))	<u>\$1.3886</u>
Other services:				
PDA - Domestic User	((<u>\$31.27</u>))	((<u>\$32.18</u>))	((<u>\$33.11</u>))	<u>\$33.11</u>
PDA - Commercial user Minimum commercial user charge (includes first forty eight units)	((<u>\$31.27</u>))	((<u>\$32.18</u>))	((<u>\$33.11</u>))	<u>\$33.11</u>

PDA - Commercial user Water-wastewater consumption charge (over forty eight units) (per hundred cubic feet)	(((\$0.6559))	(((\$0.6749))	(((\$0.6945))	<u>\$0.6945</u>
PDA Water only Domestic User -Capital Charge	(((\$12.51))	(((\$12.88))	(((\$13.25))	<u>\$13.25</u>
PDA Water only Commercial User Minimum commercial user charge (includes first forty eight units)	(((\$12.51))	(((\$12.88))	(((\$13.25))	<u>\$13.25</u>
PDA Water Only Commercial User Capital consumption charge (over forty eight units) (per hundred cubic feet)	(((\$0.2623))	(((\$0.2699))	(((\$0.2777))	<u>\$0.2777</u>
PDA Wastewater only Domestic User- Capital Charge	(((\$18.76))	(((\$19.30))	(((\$19.86))	<u>\$19.86</u>
PDA Wastewater only Commercial User - minimum commercial user charge (includes first forty-eight units)	(((\$18.76))	(((\$19.30))	(((\$19.86))	<u>\$19.86</u>
PDA Wastewater only Commercial User Capital consumption charge (over forty eight units) (per hundred cubic feet)	(((\$0.3936))	(((\$0.4050))	(((\$0.4167))	<u>\$0.4167</u>
Service outside City utility service area (per hundred cubic feet). This rate shall apply unless modified by separate agreement	(((\$1.3114))	(((\$1.3495))	(((\$1.3886))	<u>\$1.3886</u>
Non-domestic process water- wastewater capital rate (per thousand gallons)	(((\$44.95))	(((\$46.26))	(((\$47.60))	<u>\$47.60</u>
Septage charge (per thousand gallons)	(((\$44.95))	(((\$46.26))	(((\$47.60))	<u>\$47.60</u>
Water Service Only Domestic User- Capital Charge – In City	(((\$12.51))	(((\$12.88))	(((\$13.25))	<u>\$13.25</u>
Water Service Only Domestic User- Capital Charge – Outside City	(((\$14.33))	(((\$14.75))	(((\$15.18))	<u>\$15.18</u>
Water Service Only Commercial User – Minimum Capital Charge – In City (includes first forty eight units)	(((\$12.51))	(((\$12.88))	(((\$13.25))	<u>\$13.25</u>
Water Service Only Commercial User – In City -capital consumption charge (over forty eight units) (per hundred cubic feet)	(((\$0.2623))	(((\$0.2699))	(((\$0.2777))	<u>\$0.2777</u>
Water Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty eight units)	(((\$14.33))	(((\$14.75))	(((\$15.18))	<u>\$15.18</u>
Water Service Only Commercial User – Outside City – capital consumption	(((\$0.5246))	(((\$0.5398))	(((\$0.5555))	<u>\$0.5555</u>

charge (over twenty eight units) (per hundred cubic feet)				
Wastewater Service Only Domestic User – Capital Charge – In City	(((\$18.76))	(((\$19.30))	(((\$19.86))	<u>\$19.86</u>
Wastewater Service Only Domestic User – Capital Charge – Outside City	(((\$21.50))	(((\$22.12))	(((\$22.76))	<u>\$22.76</u>
Wastewater Service Only – Commercial User – Minimum Capital Charge – In City (includes first forty eight units)	(((\$18.76))	(((\$19.30))	(((\$19.86))	<u>\$19.86</u>
Wastewater Service Only Commercial User – In City – capital consumption charge (over forty eight units) (per hundred cubic feet)	(((\$0.3936))	(((\$0.4050))	(((\$0.4167))	<u>\$0.4167</u>
Wastewater Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty eight units)	(((\$21.50))	(((\$22.12))	(((\$22.76))	<u>\$22.76</u>
Wastewater Service Only Commercial User – Outside City – capital consumption charge (over twenty eight units) (per hundred cubic feet)	(((\$0.7868))	(((\$0.8096))	(((\$0.833))	<u>\$0.833</u>

Section 2: Effective Date. This ordinance shall take effect and be in force on January 1, 2024.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
08/21/2023

Date Rec'd	8/2/2023
Clerk's File #	ORD C36426
Renews #	

Submitting Dept	PUBLIC WORKS	Cross Ref #	C35962 & C36963
Contact Name/Phone	MARLENE FEIST 625-6302	Project #	
Contact E-Mail	MFEIST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4300 – WASTEWATER & SEWER RATES ORDINANCE		

Agenda Wording

An ordinance relating to the rates of Wastewater and Sewer public utilities and services, amending SMC sections 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1018, 13.03.1020, 13.03.1022, and 13.03.1011; to chapter 13.03 of the

Summary (Background)

The ordinance reflects no annual increase to wastewater and sewer rates for 2024. Public Works will promote a plan to complete a three-year rate setting process for 2025 through 2027.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

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

Budget Account

Approvals

Dept Head	FEIST, MARLENE
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	SCHOEDEL, ELIZABETH
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	Finance 6/17/23
Council Sponsor	Kinnear/Bingle/Stratton

Additional Approvals

Purchasing	eraea@spokanecity.org
	eschoedel@spokanecity.org
	kemiller@spokanecity.org
	mfeist@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Spokane Municipal Code; and setting an effective date.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Finance Committee

Submitting Department	Public Works and Utilities
Contact Name & Phone	Marlene Feist, (509) 625-6505
Contact Email	mfeist@spokanecity.org
Council Sponsor(s)	Council Member Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 Minutes
Agenda Item Name	Utility Rates for 2024
Summary (Background)	<p>Approved rates for the City of Spokane’s water, wastewater and solid waste utilities extend through the end of 2023. Public Works will present its proposal for updating rates for 2024.</p> <p>The proposal remains firmly committed to our rate-setting principles with a keen eye on affordability for all customers. We have a particular need to manage increased hard costs in Solid Waste that this proposal will address.</p> <p>PW also will promote a plan to complete a three-year rate setting process for 2025 through 2027. That look would include information from other work that is currently under way, including the cost of service analysis for water and wastewater, the finalization of GFC rate structures, the completion of a comprehensive water capital plan, and an ongoing analysis of costs in solid waste.</p>
Proposed Council Action & Date:	Approve utility rates for 2024; action anticipated in August 2023
Fiscal Impact: Total Cost: <u>TBD</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>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.</p> <p>The City’s utilities serve all customers. Bill support is available for low-income seniors and disabled individuals and through the U-Help program, along with remaining support as a result of the</p>	

pandemic. Also, customers can reduce their monthly bills by recycling more and making choices about their indoor and outdoor water usage.

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

N/A

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

Budgets will be analyzed to ensure that costs of services are covered.

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 the Comprehensive Plan, utility capital plans and budgets.

ORDINANCE NO. C36426

AN ORDINANCE relating to the rates of Wastewater and Sewer public utilities and services, amending SMC sections 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1018, 13.03.1020, 13.03.1022, and 13.03.1011; to chapter 13.03 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.03.1004 is amended to read as follows:

13.03.1004 Basic Domestic Service Charge – Monthly Amount

The City's basic monthly service charge is reflected in this section.

Basic Domestic Service Charge	Monthly Amount			
	((2021))	((2022))	((2023))	2024
Basic domestic service charge	((\$25.53))	((\$26.27))	((\$27.03))	<u>\$27.03</u>
Cost per RV dump connection	((\$6.22))	((\$6.40))	((\$6.59))	<u>\$6.59</u>

Section 2: That SMC section 13.03.1006 is amended to read as follows:

13.03.1006 User Charge – Standard Strength Wastewater – Monthly Amount

This section lists the City's monthly user charge for treatment of standard strength wastewater. The User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

User Charge for Treatment of Standard Strength Wastewater	Monthly Amount			
	((2021))	((2022))	((2023))	2024
Per million gallons	((\$1,823.87))	((\$1,876.76))	((\$1,931.19))	<u>\$1,931.19</u>
Per cubic foot	((\$2.44))	((\$2.52))	((\$2.59))	<u>\$2.59</u>

Section 3: That SMC section 13.03.1008 is amended to read as follows:

13.03.1008 Domestic and Commercial User Charges Inside City – Monthly Amount

This section lists the City's monthly domestic and commercial user and other monthly charges inside the City. The Domestic and Commercial User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

A. Domestic User Charge (single-family residence or equivalent residential unit).

Domestic User Charge - Inside City	Monthly Amount			
	((2021))	((2022))	((2023))	<u>2024</u>
Domestic charge	((<u>\$33.34</u>))	((<u>\$34.27</u>))	((<u>\$35.27</u>))	<u>\$35.27</u>
General stormwater charge	((<u>\$4.68</u>))	((<u>\$4.82</u>))	((<u>\$4.96</u>))	<u>\$4.96</u>
Cost for additional apartment	((<u>\$29.94</u>))	((<u>\$30.81</u>))	((<u>\$31.71</u>))	<u>\$31.71</u>
General stormwater charge per unit for four units or Less	((<u>\$4.01</u>))	((<u>\$4.13</u>))	((<u>\$4.25</u>))	<u>\$4.25</u>
General stormwater charge per unit for over four units	((<u>\$3.22</u>))	((<u>\$3.31</u>))	((<u>\$3.41</u>))	<u>\$3.41</u>

1. Capital Rates.

In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

B. Commercial User Charge.

Commercial User Charge - Inside City	Monthly Amount			
	((2021))	((2022))	((2023))	<u>2024</u>
Commercial user charge				
Per million gallons	((<u>\$2,353.33</u>))	((<u>\$2,421.58</u>))	((<u>\$2,491.80</u>))	<u>\$2,491.80</u>
Per hundred cubic feet	((<u>\$1.76</u>))	((<u>\$1.81</u>))	((<u>\$1.86</u>))	<u>\$1.86</u>
General stormwater charge				
Per impervious acre per year	((<u>\$1,124.41</u>))	((<u>\$1,157.07</u>))	((<u>\$1,190.57</u>))	<u>\$1,190.57</u>
Per one-one hundredth impervious acre per month. (See RCW 35.67.020; RCW 35.92.020)	((<u>\$0.94</u>))	((<u>\$0.96</u>))	((<u>\$0.99</u>))	<u>\$0.99</u>
Combined Sewer Overflow (CSO) Stormwater user surcharge (per acre or equivalent thereof)	((<u>\$81.94</u>))	((<u>\$84.32</u>))	((<u>\$86.77</u>))	<u>\$86.77</u>
Process/Seepage user charge				
Per million gallons	((<u>\$697.82</u>))	((<u>\$718.05</u>))	((<u>\$738.88</u>))	<u>\$738.88</u>
Per hundred cubic feet	((<u>\$0.5520</u>))	((<u>\$0.5371</u>))	((<u>\$0.5527</u>))	<u>\$0.5527</u>

1. Capital Rates.

In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 4: That SMC section 13.03.1010 is amended to read as follows:

13.03.1010 Domestic and Commercial User Charges – Outside City Customer – Monthly Amount

This section lists the City's monthly domestic and commercial user charges and other monthly charges for Outside City customers. The Domestic and Commercial User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

A. Non-City Domestic User Charge (single-family residence or equivalent residential unit).

Domestic User Charge – Outside City Customers	Monthly Amount			
	((2021))	((2022))	((2023))	2024
Domestic charge	((\$66.63))	((\$68.56))	((\$70.55))	\$70.55
Cost for additional apartment	((\$63.27))	((\$65.10))	((\$66.99))	\$66.99

1. Capital Rates.

In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

B. Outside City Retail Commercial User Charge.

Commercial User Charge – Outside City Customers	Monthly Amount			
	((2021))	((2022))	((2023))	2024
Per million gallons	((\$4,706.11))	((\$4,842.59))	((\$4,983.02))	\$4,983.02
Per hundred cubic feet	((\$3.52))	((\$3.62))	((\$3.73))	\$3.73

1. Capital Rates.

In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

C. Outside City Utility Service Area (except by interlocal agreement).

Outside City Utility Service Area (except by interlocal agreement)	((2021))	((2022))	((2023))	2024
	Per million gallons	((\$4,706.11))	((\$4,842.59))	((\$4,983.02))
Per hundred cubic feet	((\$3.52))	((\$3.62))	((\$3.73))	\$3.73

1. Capital Rates.

In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 5: That SMC section 13.03.1012 is amended to read as follows:

13.03.1012 Septage Charge – Amount

This section lists the City's septage charge rate.

A. Septage Charge Rate

Septage Charge	((2021))	((2022))	((2023))	2024
User charge (per gallon)	(((\$0.2274))	(((\$0.2340))	(((\$0.2408))	\$0.2408

1. Capital Rates.

In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 6: That SMC section 13.03.1018 is amended to read as follows:

13.03.1018 Landfill Wastewater Pump and Treat Services – Amount

This section lists the rate for landfill wastewater pump and treat services.

Landfill Pump and Treat Total	Monthly Amount			
	((2021))	((2022))	((2023))	2024
Per million gallons	(((\$1,307.28))	(((\$1,345.19))	(((\$1,384.20))	\$1,384.20
Per hundred cubic feet	(((\$0.99))	(((\$1.02))	(((\$1.05))	\$1.05

Section 7: That SMC section 13.03.1020 is amended to read as follows:

13.03.1020 Cesspool and Miscellaneous Charges – Amount

This section lists the rate for cesspool pump and miscellaneous charges.

A. Cesspool Pump and Miscellaneous Charges.

Gallons	Basic Charge	Basic Charge	Basic Charge	Basic Charge
	((2021))	((2022))	((2023))	2024
500	(((\$265.14))	(((\$272.80))	(((\$280.71))	\$280.71
600	(((\$300.82))	(((\$309.54))	(((\$318.52))	\$318.52

700	(\$335.33)	(\$345.06)	(\$355.06)	<u>\$355.06</u>
800	(\$370.86)	(\$381.62)	(\$392.68)	<u>\$392.68</u>
900	(\$406.31)	(\$418.09)	(\$430.22)	<u>\$430.22</u>
1000	(\$441.56)	(\$454.37)	(\$467.55)	<u>\$467.55</u>
1100	(\$459.26)	(\$472.58)	(\$486.29)	<u>\$486.29</u>
1200	(\$476.91)	(\$490.74)	(\$504.97)	<u>\$504.97</u>
1300	(\$494.60)	(\$508.94)	(\$523.70)	<u>\$523.70</u>
1400	(\$512.15)	(\$527.01)	(\$542.29)	<u>\$542.29</u>
1500	(\$529.94)	(\$545.30)	(\$561.12)	<u>\$561.12</u>

Section 8: That SMC section 13.03.1022 is amended to read as follows:

13.03.1022 Refuse Dumpster Maintenance Charge – Amount

This section lists the refuse dumpster maintenance charge.

A. Monthly Refuse Dumpster Maintenance Charge.

Refuse Dumpster	((2021))	((2022))	((2023))	<u>2024</u>
Monthly charge	(\$7.32)	(\$4.53)	(\$7.75)	<u>\$7.75</u>
Inspection fee (start-up, one-time fee)	(\$104.08)	(\$107.09)	(\$110.20)	<u>\$110.20</u>

Section 9: That SMC section 13.03.1011 is amended to read as follows:

13.03.1011 PDA Sewer and Stormwater Rates

This section lists the City’s monthly sewer and stormwater charges for residential and commercial customers located within a designated and approved Public Development Authority (PDA).

A. PDA User Charge.

PDA User Charge			Monthly Amount	
	((2021))	((2022))	((2023))	<u>2024</u>
PDA Residential User Charge:				-
Domestic User Charge	(\$66.63)	(\$68.56)	(\$70.55)	<u>\$70.55</u>
Additional Apartment	(\$63.27)	(\$65.10)	(\$66.99)	<u>\$66.99</u>
PDA Commercial User charge:				
Per million gallons	(\$2,353.33)	(\$2,421.58)	(\$2,491.80)	<u>\$2,491.80</u>
Per hundred cubic feet	(\$1.76)	(\$1.84)	(\$1.86)	<u>\$1.86</u>

General stormwater charge:				
Domestic Stormwater charge	((<u>\$33.31</u>))	((<u>\$34.27</u>))	((<u>\$35.27</u>))	<u>\$35.27</u>
General domestic stormwater charge per unit for four units or Less	((<u>\$4.01</u>))	((<u>\$4.13</u>))	((<u>\$4.25</u>))	<u>\$4.25</u>
General domestic stormwater charge per unit for over four units	((<u>\$3.22</u>))	((<u>\$3.31</u>))	((<u>\$3.41</u>))	<u>\$3.41</u>
Per impervious acre per year – commercial charge	((<u>\$1,124.41</u>))	((<u>\$1,157.02</u>))	((<u>\$1,190.57</u>))	<u>\$1,190.57</u>
Per one-one hundredth impervious acre - Commercial (See RCW 35.67.020; RCW 35.92.020)	((<u>\$0.94</u>))	((<u>\$0.96</u>))	((<u>\$0.99</u>))	<u>\$0.99</u>
Combined Sewer Overflow (CSO) Stormwater user surcharge (per acre or equivalent thereof) - Commercial	((<u>\$81.94</u>))	((<u>\$84.32</u>))	((<u>\$86.77</u>))	<u>\$86.77</u>
Process/Seepage user charge:				
Per million gallons	((<u>\$697.82</u>))	((<u>\$718.05</u>))	((<u>\$738.88</u>))	<u>\$738.88</u>
Per hundred cubic feet	((<u>\$0.5220</u>))	((<u>\$0.5371</u>))	((<u>\$0.5527</u>))	<u>\$0.5527</u>

B. Capital Charge. In addition to the basic charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500

Section 10: Effective Date. This ordinance shall take effect and be in force on January 1, 2024.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
08/21/2023

Date Rec'd	8/2/2023
Clerk's File #	ORD C36427
Renews #	
Cross Ref #	C35955
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	MARLENE FEIST 625-6505
Contact E-Mail	MFEIST@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	4490 – SOLID WASTE DISPOSAL RATES ORDINANCE

Agenda Wording

An ordinance relating to the rates of solid waste disposal public utilities & services, amending SMC sections 13.02.0560, 13.02.0561, 13.02.0562, 13.02.0563 and 13.02.0568, to chapter 13.02 of the Spokane Municipal Code and setting an effective date.

Summary (Background)

The ordinance reflects an annual increase of 10% to solid waste disposal for 2024. Public Works will promote a plan to complete a three-year rate setting process for 2025 through 2027.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

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

Budget Account

Approvals

Dept Head	FEIST, MARLENE
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	SCHOEDEL, ELIZABETH
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	Finance 6/17/23
Council Sponsor	Kinnear/Bingle/Stratton
Distribution List	ddaniels@spokanecity.org
	publicworksaccounting@spokanecity.org
	eraea@spokanecity.org
	eschoedel@spokanecity.org
	kemiller@spokanecity.org
	mfeist@spokanecity.org

Additional Approvals

Purchasing	

Committee Agenda Sheet

Finance Committee

Submitting Department	Public Works and Utilities
Contact Name & Phone	Marlene Feist, (509) 625-6505
Contact Email	mfeist@spokanecity.org
Council Sponsor(s)	Council Member Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 Minutes
Agenda Item Name	Utility Rates for 2024
Summary (Background)	<p>Approved rates for the City of Spokane’s water, wastewater and solid waste utilities extend through the end of 2023. Public Works will present its proposal for updating rates for 2024.</p> <p>The proposal remains firmly committed to our rate-setting principles with a keen eye on affordability for all customers. We have a particular need to manage increased hard costs in Solid Waste that this proposal will address.</p> <p>PW also will promote a plan to complete a three-year rate setting process for 2025 through 2027. That look would include information from other work that is currently under way, including the cost of service analysis for water and wastewater, the finalization of GFC rate structures, the completion of a comprehensive water capital plan, and an ongoing analysis of costs in solid waste.</p>
Proposed Council Action & Date:	Approve utility rates for 2024; action anticipated in August 2023
Fiscal Impact: Total Cost: <u>TBD</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>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.</p> <p>The City’s utilities serve all customers. Bill support is available for low-income seniors and disabled individuals and through the U-Help program, along with remaining support as a result of the</p>	

pandemic. Also, customers can reduce their monthly bills by recycling more and making choices about their indoor and outdoor water usage.

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

N/A

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

Budgets will be analyzed to ensure that costs of services are covered.

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 the Comprehensive Plan, utility capital plans and budgets.

ORDINANCE NO. C36427

AN ORDINANCE relating to the rates of solid waste disposal public utilities and services, amending SMC sections 13.02.0560, 13.02.0561, 13.02.0562, 13.02.0563, and 13.02.0568, to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.02.0560 is amended to read as follows:

13.02.0560 General Mixed Solid Waste – Tonnage Fee

A. For solid waste delivered to the Waste-to-Energy Facility (WTE), the charge shall be:

	((2021))	((2022))	((2023))	2024
Per ton charge	(((\$113.86))	(((\$117.16))	(((\$120.56))	<u>\$132.62</u>
Minimum charge per vehicle	(((\$18.60))	(((\$19.14))	(((\$19.70))	<u>\$21.67</u>

B. For solid waste delivered to the Northside Landfill, the charge shall be:

	((2021))	((2022))	((2023))	2024
Per ton charge	(((\$113.86))	(((\$117.16))	(((\$120.56))	<u>\$132.62</u>
Minimum charge per vehicle	(((\$18.60))	(((\$19.14))	(((\$19.70))	<u>\$21.67</u>

C. For solid waste delivered to the Waste to Energy Facility, which the director determines requires special handling, the charge shall be:

	((2021))	((2022))	((2023))	2024
Per ton charge	(((\$204.66))	(((\$210.59))	(((\$216.70))	<u>\$238.37</u>
Minimum charge per vehicle	(((\$102.32))	(((\$105.29))	(((\$108.34))	<u>\$119.17</u>

D. For solid waste delivered to any of the above facilities, from nonprofit generator accounts, the applicable per ton charge above listed in subsection A, B or C shall be reduced by thirty-five percent. The minimum charge per vehicle is:

((2021))	((2022))	((2023))	2024
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((\$18.60))	((\$19.14))	((\$19.70))	<u>\$21.67</u>
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1. The generator shall identify itself as a section 501(c) (3) of the Internal Revenue Code approved nonprofit enterprise or provide similar proof of qualification to the department.
2. The waste shall be the product of the nonprofit business activities, which include waste reduction or recycling as a major component of its operations.

Section 2: That a new section, SMC 13.02.0561 shall be added to read as follows:

13.02.0561 Self Haul Transaction Fee

For all waste delivered to the Waste-to-Energy Facility or Northside Landfill, there shall be charged a self-haul transaction Fee per vehicle per load:

((2021))	((2022))	((2023))	<u>2024</u>
((\$2.00))	((\$2.06))	((\$2.12))	<u>\$2.33</u>

Section 3: That SMC section 13.02.0562 is amended to read as follows:

13.02.0562 Compost

- A. Compost Consisting of Clean Green Yard Waste, Self-hauled.

For clean green yard waste, delivered to the Waste-to-Energy Facility there shall be a charge of:

	((2021))	((2022))	((2023))	<u>2024</u>
Per ton charge (then prorated by weight thereafter)	((\$57.42))	((\$59.08))	((\$60.80))	<u>\$66.88</u>
Minimum charge per vehicle	((\$6.11))	((\$6.29))	((\$6.47))	<u>\$7.12</u>

These rates do not apply to dirt, debris, or other materials from large-scale landscaping, land clearing.

Section 4: That SMC section 13.02.0563 is amended to read as follows:

13.02.0563 Waste Tires

Waste Tires are tires no longer suitable for their original intended purpose because of wear, damage, or defect.

- A. For waste tires, delivered to the Waste-to-Energy Facility, there shall be a charge of:

	((2021))	((2022))	((2023))	<u>2024</u>
Per ton charge (then prorated by weight thereafter)	(((\$149.39))	(((\$152.70))	(((\$157.12))	<u>\$172.83</u>
Minimum charge per vehicle	(((\$22.23))	(((\$22.87))	(((\$23.53))	<u>\$25.88</u>

- B. Dedicated loads of waste tires will be accepted by appointment only.
- C. Acceptance of waste tires is subject to change without notice. The City of Spokane may modify, restrict, or cancel the acceptance of waste tires in accord with policy or market conditions.

Section 5: That SMC section 13.02.0568 is amended to read as follows:

13.02.0568 Estimates Allowed

- A. Where scales are temporarily disabled or not in use, commercial vehicles are assessed a full vehicle load fee based upon comparable weights.
- Private noncommercial citizen vehicles are assessed a fee based upon the City's estimated cubic yards of the load at

((2021))	((2022))	((2023))	<u>2024</u>
(((\$30.29))	(((\$31.17))	(((\$32.08))	<u>\$35.29</u>

Per cubic yard plus applicable state taxes.

- In addition, if a vehicle leaves without weighing out, it will be charged the full authorized loaded gross vehicle weight.
- B. Special service at a City disposal facility for disposal of unusual or nonstandard municipal solid waste, as determined by the City, or other special labor costs is at the rate of seventy-five dollars, plus applicable state taxes, per hour or fraction thereof, with a twenty-five dollar minimum charge.
- The special service fee shall be in addition to the assessed tipping fee based on weight.

C. Where a customer loses his/her loop tag at the disposal site, the City's representative at the disposal site scales will estimate the charge for the customer's load and such estimation will bind the customer.

1. The minimum charge will be for a one-ton load, or more if a larger load is estimated.
2. In addition, the customer may be required to pay a five dollar (\$5.00) lost card fee.

D. Use of scales for weighing only:

((2021))	((2022))	((2023))	<u>2024</u>
(\$18.60)	(\$19.14)	(\$19.70)	<u>\$21.67</u>

Section 6: Effective Date. This ordinance shall take effect and be in force on January 1, 2024.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
08/21/2023

Date Rec'd	8/2/2023
Clerk's File #	ORD C36428
Renews #	

Submitting Dept	PUBLIC WORKS	Cross Ref #	C35530
Contact Name/Phone	MARLENE FEIST 625-6505	Project #	
Contact E-Mail	MFEIST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4500 – SOLID WASTE COLLECTION RATES ORDINANCE		

Agenda Wording

An ordinance relating to the rates of solid waste collection public utilities and services, amending SMC sections 13.02.0336, 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0518, 13.02.0520, 13.02.0528,

Summary (Background)

The ordinance reflects an annual increase of 10% to solid waste collection for 2024 and includes updates and clarifications of definitions and fee schedules. Public Works will promote a plan to complete a three-year rate setting process for 2025 through 2027.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

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

Budget Account

Approvals

Dept Head	FEIST, MARLENE
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	SCHOEDEL, ELIZABETH
For the Mayor	JONES, GARRETT

Council Notifications

Study Session\Other	Finance 6/17/23
Council Sponsor	Kinnear/Bingle/Stratton

Additional Approvals

Purchasing	eraea@spokanecity.org
	eschoedel@spokanecity.org
	kemiller@spokanecity.org
	mfeist@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

13.02.0552, and 13.02.0554; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#

Distribution List

Distribution List	

Committee Agenda Sheet

Finance Committee

Submitting Department	Public Works and Utilities
Contact Name & Phone	Marlene Feist, (509) 625-6505
Contact Email	mfeist@spokanecity.org
Council Sponsor(s)	Council Member Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 Minutes
Agenda Item Name	Utility Rates for 2024
Summary (Background)	<p>Approved rates for the City of Spokane’s water, wastewater and solid waste utilities extend through the end of 2023. Public Works will present its proposal for updating rates for 2024.</p> <p>The proposal remains firmly committed to our rate-setting principles with a keen eye on affordability for all customers. We have a particular need to manage increased hard costs in Solid Waste that this proposal will address.</p> <p>PW also will promote a plan to complete a three-year rate setting process for 2025 through 2027. That look would include information from other work that is currently under way, including the cost of service analysis for water and wastewater, the finalization of GFC rate structures, the completion of a comprehensive water capital plan, and an ongoing analysis of costs in solid waste.</p>
Proposed Council Action & Date:	Approve utility rates for 2024; action anticipated in August 2023
Fiscal Impact: Total Cost: <u>TBD</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>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.</p> <p>The City’s utilities serve all customers. Bill support is available for low-income seniors and disabled individuals and through the U-Help program, along with remaining support as a result of the</p>	

pandemic. Also, customers can reduce their monthly bills by recycling more and making choices about their indoor and outdoor water usage.

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

N/A

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

Budgets will be analyzed to ensure that costs of services are covered.

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 the Comprehensive Plan, utility capital plans and budgets.

ORDINANCE NO. C36428

AN ORDINANCE relating to the rates of solid waste collection public utilities and services, amending SMC sections 13.02.0336, 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0518, 13.02.0520, 13.02.0528, 13.02.0552, and 13.02.0554; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.02.0336 is amended to read as follows:

13.02.0336 Residential Containers

- A. Only premises generating solid waste of a nature and quantity typical for (~~single-family~~) residential households are eligible for service with residential style automated carts.
- B. Premises approved by the director as eligible for residential service may use the following containers for mixed municipal solid waste:

- 1. Automated Cart Service.

Automated carts are available in three sizes:

- a. Thirty(~~two~~) gallons (equivalent to a regular garbage can).
 - b. Sixty(~~eight~~) gallons (equivalent to two regular garbage cans); and
 - c. Ninety(~~five~~) gallons (equivalent to three regular garbage cans).
- 2. Recyclable materials carts have a sixty(~~four~~) or ninety gallon capacity. Larger volume service may be furnished with larger commercial-capacity containers.

Section 2: That SMC section 13.02.0502 is amended to read as follows:

13.02.0502 Residential Service Rates

- A. Service is billed monthly and is calculated by the size of the cart multiplied by the number of carts. There is an additional cost for service if cart is not placed at the curbside.
 - 1. Single-family residential premises or equivalent are presumed to require service of at least one thirty(~~two~~) gallon automated cart.

B. Rates include all taxes imposed on the department. Taxes imposed on the customer are not included in rates stated, but added on to the rates specified herein.

C. Adjacent Service.

Container pickup location is up to ~~((six))~~ two feet from vehicle access point for automated service or ~~((twelve))~~ six feet from the collection vehicle access point for semi-automated service areas. For semi-automated service, automated carts more than ~~((twelve))~~ six feet from the pickup location will be charged for rollout at rates specified hereafter.

Residential Automated Cart Service	Monthly Amount			
	((2021))	((2022))	((2023))	<u>2024</u>
20 gallon (Discontinued)	((15.68))	((16.14))	((16.60))	<u>\$18.26</u>
((32)) 30 gallon	((18.64))	((19.18))	((19.73))	<u>\$21.70</u>
((68)) 60 gallon	((33.73))	((34.71))	((35.72))	<u>\$39.29</u>
((95)) 90 gallon	((49.25))	((50.68))	((52.15))	<u>\$57.37</u>

D. Debris extending above the top of the automated cart such that the lid is at or above a forty-five degree angle will be charged at a rate of:

((2021))	((2022))	((2023))	<u>2024</u>
((4.36))	((4.49))	((4.62))	<u>\$5.08</u>

E. Rollout Service.

Rollout Service (Pack-out is on a per automated cart basis.)	Monthly Amount			
	((2021))	((2022))	((2023))	<u>2024</u>
Container pickup location from collection vehicle access (in feet).				
((6)) 2 feet (Automated) / ((12)) 6 feet (Semi-automated) to 50 feet	((14.90))	((15.33))	((15.78))	<u>\$17.36</u>
More than 50 feet to 100 feet	((29.77))	((30.63))	((31.52))	<u>\$34.67</u>
More than 100 feet to 150 feet	((44.63))	((45.92))	((47.25))	<u>\$51.98</u>
More than 150 feet to 200 feet	((59.50))	((61.22))	((63.00))	<u>\$69.30</u>

F. Extra/additional items and extra automated cart dumping charges.

1. Occasional, infrequent extra waste material (boxes, bags, cans, carts, etc.) which can be readily loaded by hand and when placed at curb or alley will be taken and charged as additional items. Additional items are based on 30-35 gallons; items in excess of 30-35 gallons will be charged a higher fee.
2. Regular extra waste will require service upgrade to a larger service category. Cart charges are based on actual cart size multiplied by the base per unit price.

	((2021))	((2022))	((2023))	2024
Additional items (per item)				
Adjacent service	(((\$4.36))	(((\$4.49))	(((\$4.62))	\$5.08
Rollout service	(((\$5.52))	(((\$5.68))	(((\$5.84))	\$6.42
Extra automated cart dumping charges				
((32)) 30 gallon	(((\$4.66))	(((\$4.80))	(((\$4.94))	\$5.43
((68)) 60 gallon	(((\$8.43))	(((\$8.67))	(((\$8.92))	\$9.81
((95)) 90 gallon	(((\$12.32))	(((\$12.67))	(((\$13.04))	\$14.34
Contaminated recycling cart	(((\$8.43))	(((\$8.67))	(((\$8.92))	\$9.81
Contaminated yard cart	(((\$12.32))	(((\$12.67))	(((\$13.04))	\$14.34

G. Overloaded/Overweight/Oversize Containers.

1. Overloaded

Debris extending above the top of the automated cart such that the lid is at or above a forty-five degree angle will be charged at a rate of:

((2023))	2024
(((\$4.62))	\$5.08

((4)) 2. Overweight.

For residential service, those containers in excess of the maximum allowed weight, as referenced in SMC 13.02.0354(A), are subject to an overweight charge per container, if accepted, of the following:

((2021))	((2022))	((2023))	2024
(((\$4.36))	(((\$4.49))	(((\$4.62))	\$5.08

- a. For purposes of assessing an overweight cart or container charge, the good faith estimation of the solid waste collector shall be sufficient to support the charge, absent further information, considering that such employees handle

a high volume of carts and containers with regularity and are familiar with standard cart and container weight limits prescribed herein.

- b. In practice, for an overweight container charge, the assessment generally arises where the solid waste collector requires assistance.

Section 3: That SMC section 13.02.0504 is amended to read as follows:

13.02.0504 Commercial Service Rates – Dumpsters

Rates are stated for monthly billing with once weekly collection for non-compacted solid waste.

- A. Dumpster service is provided through front-end or rear-load dumpsters. In addition to a flat container placement charge, the monthly service charge is based on a ~~((one-yard dumpster multiplied by the number of yards in))~~ the size of dumpster multiplied by the number of weekly pickups multiplied by the number of dumpsters.

Commercial Service Rates	Monthly Amount			
	((2021))	((2022))	((2023))	2024
Dumpster service				
1 cubic yard	(((\$100.01))	(((\$102.92))	(((\$105.89))	\$116.48
2 cubic yard	(((\$200.00))	(((\$205.80))	(((\$211.76))	\$232.94
3 cubic yard	(((\$300.02))	(((\$308.72))	(((\$317.67))	\$349.44
4 cubic yard	(((\$400.02))	(((\$411.62))	(((\$423.56))	\$465.92
6 cubic yard	(((\$600.02))	(((\$617.42))	(((\$635.33))	\$698.86
Dumpster lockbar for front-load dumpsters installation fee	(((\$100.55))	(((\$103.47))	(((\$106.47))	\$117.12

Section 4: That SMC section 13.02.0506 is amended to read as follows:

13.02.0506 Commercial Service Rates – Rolloffs

- A. Rolloff service is provided through twenty- or thirty-cubic-yard containers furnished by the department.
- B. In addition to the flat container placement charge, rolloff rates are computed as the sum of a pickup hauling fee plus a disposal fee computed by weight at the time of disposal.

Pickup Hauling Fee	((2021))	((2022))	((2023))	2024
Loose solid waste	(((\$142.50))	(((\$146.63))	(((\$150.88))	\$165.97
Compacted solid waste	(((\$168.61))	(((\$173.50))	(((\$178.53))	\$196.38

- C. Minimum charge is one haul per month unless the director determines weekly service is necessary because of inclusion of putrescible materials.

Section 5: That SMC section 13.02.0508 is amended to read as follows:

13.02.0508 Commercial Container Service, Placement

- A. For all commercial capacity containers, the following rules apply:

1. To avoid container damage, location changes are to be made by the department.
2. Where customer needs require the container be moved, an additional container placement charge is assessed at the following rates:

((2021))	((2022))	((2023))	<u>2024</u>
((30.17))	((31.05))	((31.95))	<u>\$35.15</u>

3. A delivery charge accrues for cancellation of a container delivery request on less than twenty-four hours' notice.

- B. An additional service call charge is assessed if the collection vehicle must return to dump a container that had been scheduled and not dumped for any reason not of the department's responsibility.

1. If the collection vehicle is required to move/pull out a front-load (one- to six-cubic-yard) container for the dump, a "pullout" fee is charged in addition to the disposal/dump charge at the following rates:

((2021))	((2022))	((2023))	<u>2024</u>
((30.17))	((31.05))	((31.95))	<u>\$35.15</u>

2. Accepting delivery of the dumpsters includes acceptance of these additional charges where the department determines necessary.

- C. If the driver must exit the truck to open an enclosure gate, a fee may be assessed at the following rates:

((2021))	((2022))	((2023))	<u>2024</u>
((15.51))	((16.16))	((16.64))	<u>\$18.30</u>

- D. Once a container is placed, billing continues until the container is removed from the property by the department.

Section 6: That SMC section 13.02.0510 is amended to read as follows:

13.02.0510 Commercial Service Rates – Compactors

Rates are stated for monthly billing with once weekly collection for compacted solid waste.

A. Where the customer supplies the compactor unit for disposal, the charge is per cubic yard of a container, provided that where the director determines an account should not be billed by cubic yard (e.g., as with rolloff boxes), an account will be billed for services in accord with the otherwise applicable rate schedule; e.g., the applicable tipping fee rate. Compactors with putrescible materials, as determined by the director, must be emptied weekly. The monthly service charge is based on ~~((a one-yard compactor multiplied by the number of yards in))~~ the size of the compactor multiplied by the number of weekly pickups multiplied by the number of compactors.

Commercial Compactors	Monthly Amount			
	((2021))	((2022))	((2023))	<u>2024</u>
Compactor service				
1 cubic yard	(((\$193.26))	(((\$198.86))	(((\$204.63))	<u>\$225.09</u>
2 cubic yard	(((\$386.52))	(((\$397.73))	(((\$409.27))	<u>\$450.20</u>
3 cubic yard	(((\$579.78))	(((\$596.59))	(((\$613.89))	<u>\$675.28</u>
4 cubic yard	(((\$773.05))	(((\$795.46))	(((\$818.53))	<u>\$900.38</u>
5 cubic yard	(((\$966.29))	(((\$994.31))	(((\$1,023.15))	<u>\$1,125.47</u>
6 cubic yard	(((\$1,159.54))	(((\$1,193.17))	(((\$1,227.77))	<u>\$1,350.55</u>

B. Preparation of a compaction unit in order to ready it for dumping is the responsibility of the customer. This includes any lines, latches, and handles, and wheeling it into position for dumping by City equipment.

1. A fee is assessed if any part of the container preparation is done by City personnel at the following rate:

((2021))	((2022))	((2023))	<u>2024</u>
(((\$30.17))	(((\$31.05))	(((\$31.95))	<u>\$35.15</u>

C. Compacted waste is charged according to the time consumed and volume when placed in a customer-owned container. All other compacted solid waste, bales, etc., may be charged by volume, weight, or time to load at the department's discretion.

Special Compactor Services Requiring Extra Loading Time	((2021))	((2022))	((2023))	<u>2024</u>
Minimum charge	(((\$10.06))	(((\$10.36))	(((\$10.66))	<u>\$11.73</u>
Per estimated 10 minute interval	(((\$10.06))	(((\$10.36))	(((\$10.66))	<u>\$11.73</u>

Section 7: That SMC section 13.02.0512 is amended to read as follows:

13.02.0512 Return Trip Charges

- A. A return trip charge accrues where a collection vehicle (general solid waste or recycling) passes a premises and must return to collect materials for any reason except department fault or error. Reasons include failure to:
1. have container properly prepared for pickup,
 2. have container at the required container pickup location,
 3. have container at the required location at the required time, or
 4. remove obstacles to department vehicle access

Return Trip Charges (Per Stop)	((2021))	((2022))	((2023))	<u>2024</u>
Automated ((Solid Waste Cart Service or Recycling)) Cart	(((\$14.95))	(((\$15.08))	(((\$15.52))	<u>\$17.07</u>
Commercial container dumpster/recycling dumpster	(((\$30.17))	(((\$31.05))	(((\$31.95))	<u>\$35.15</u>
Commercial container rolloff	(((\$31.95))	(((\$35.15))	(((\$31.95))	<u>\$35.15</u>
Move cart for access	(((\$7.91))	(((\$8.70))	(((\$7.91))	<u>\$8.70</u>

- B. A return trip or service call charge is also assessed for customer-requested container deliveries, container retrievals or trips resulting from a customer’s special handling needs, as determined by the City.
- C. Return trip charges are in addition to service call charges. Where collection does not occur for any reason not the fault or error of the department, the regular collection charges accrue to the premises. This does not include the tonnage or weight charge added to rollofs.

Section 8: That SMC section 13.02.0514 is amended to read as follows:

13.02.0514 Additional Charges for Commercial Containers

- A. Debris extending above the top of the container will be charged per cubic yard. Minimum fee is for one cubic yard.:

((2021))	((2022))	((2023))	<u>2024</u>
(((\$32.99))	(((\$33.95))	(((\$34.93))	<u>\$38.42</u>

- B. On-site labor charge (where collection crew is delayed by site conditions and/or must supply additional site clean-up labor or other services, e.g. where container contents are spilled due to overfill, loose lid, or other conditions, or where access is blocked by debris):

On-site Labor Charge	((2021))	((2022))	((2023))	2024
Minimum charge	(((\$30.17))	(((\$31.05))	(((\$31.95))	<u>\$35.15</u>
Per estimated 15-minute interval	(((\$30.17))	(((\$31.05))	(((\$31.95))	<u>\$35.15</u>

- C. When City personnel are required to adjust the materials on an overloaded container, a labor or preparation fee is assessed based upon time needed.

Section 9: That SMC section 13.02.0518 is amended to read as follows:

13.02.0518 Container Cleaning, Pressure Wash, Refurbishment Charge

- A. Pressure Washing.

General container cleaning service may be provided on a time and materials basis whenever requested or ordered by the department. Charges may increase or decrease based on current costs and contracts. Pressure Washing may not be adequate to remove all materials. The following charges apply to container cleaning and pressure washing:

Container Cleaning and Pressure Washing Charge	((2021))	((2022))	((2023))	2024
((Pressure Washing per hour))				
((Sandblasting – per hour))	(((\$95.00))	(((\$97.76))	(((\$100.59))	
((Repair and Welding – per hour))	(((\$85.00))	(((\$87.47))	(((\$90.00))	
((Paint – per hour))	(((\$95.99))	(((\$98.77))	(((\$101.64))	
((Decaling and Striping – per hour))	(((\$50.00))	(((\$51.45))	(((\$52.94))	
((Delivery and Pickup – per hour))	(((\$50.00))	(((\$51.45))	(((\$52.94))	
Front-Load & Rear-Load Dumpsters – per hour				<u>\$74.99</u>
Rolloff – per hour				<u>\$104.21</u>
30 gallon automated cart			(((\$13.29))	<u>\$14.62</u>
60 gallon automated cart			(((\$19.97))	<u>\$21.97</u>
90 gallon automated cart			(((\$26.62))	<u>\$29.28</u>

- B. Refurbishment.

When a customer discontinues service or a container otherwise needs ((a thorough cleanout)) repairs or restoration of a container because of either customer request or departmental order, the department assesses a refurbishment fee. The department may use an independent contractor or assess a time and materials fee. Charges may increase or decrease based on current costs and contracts. Refurbishment charges, subject to change, are:

Refurbishment Charges	((2021))	((2022))	((2023))	2024
((Base – Rear-load refuse container				
((1 cubic yard	\$183.51	\$188.83	\$194.31	
2 cubic yard	\$194.84	\$200.49	\$206.31	
3 cubic yard	\$241.33	\$248.33	\$255.53	
4 cubic yard	\$251.39	\$258.69	\$266.19	
6 cubic yard	\$275.28	\$283.26	\$291.48	
Bottoms – Rear-load Refuse container				
1 cubic yard	\$167.18	\$172.03	\$177.02	
2 cubic yard	\$169.70	\$174.62	\$179.69	
3 cubic load	\$186.03	\$191.43	\$196.98	
4 cubic load	\$203.64	\$209.54	\$215.62	
6 cubic load	\$243.86	\$250.93	\$258.21	
Lids – Rear-load refuse container				
1 cubic yard	\$92.96	\$85.36	\$87.84	
2 cubic yard	\$89.25	\$91.83	\$94.50	
3 cubic yard	\$150.83	\$155.20	\$159.71	
4 cubic yard	\$178.49	\$183.67	\$188.99	
6 cubic yard	\$197.33	\$203.05	\$208.94	
Swing lids for 3, 4, and 6 cubic yard	\$169.70	\$174.62	\$179.69	
Casters – Rear-load refuse container				
1, 2, 3, 4, and 6 cubic yard	\$13.83	\$14.23	\$14.64	
Base – Front-load refuse container				
1 cubic yard	\$189.80	\$195.30	\$200.97	
2 cubic yard	\$213.68	\$219.88	\$226.26	
3 cubic yard	\$227.51	\$248.33	\$240.90	
4 cubic yard	\$241.33	\$248.33	\$255.53	
6 cubic yard	\$248.07	\$292.30	\$300.78	
Bottoms – Front-load refuse container				
1 cubic yard	\$138.28	\$142.29	\$146.41	
2 cubic yard	\$153.35	\$157.80	\$162.38	
3 cubic yard	\$199.85	\$205.65	\$211.61	
4 cubic yard	\$219.99	\$226.37	\$232.93	
6 cubic yard	\$257.69	\$265.17	\$272.86	
Lids – Front-load refuse container				

1 cubic yard	\$93.03	\$95.73	\$98.51	
2 cubic yard	\$99.30	\$102.18	\$105.14	
3 cubic yard	\$99.30	\$102.18	\$105.14	
4 cubic yard	\$106.84	\$109.94	\$113.13	
6 cubic yard	\$106.84	\$109.94	\$113.13	
Pocket covers for 1-2-3-4 & 6 cubic yard	\$69.14	\$71.14	\$73.21	
Base – Rolloff containers				
20 cubic yard	\$1,828.89	\$1,881.93	\$1,936.51	
30 cubic yard	\$2,004.86	\$2,063.00	\$2,122.83	
40 cubic yard	\$2,363.09	\$2,431.62	\$2,502.13	
Screened dome lid for 20 & 30 cubic yard	\$1,678.05	\$1,726.72	\$1,776.79	
Solid dome lid for 20, 30, & 40 cubic yard))	\$1,948.30	\$2,004.80	\$2,062.94	
Cleaning & Prep – per hour			(\$40.00)	\$44.00
Sandblasting – per hour			(\$89.00)	\$97.90
Repair and Welding – per hour			(\$85.00)	\$93.50
Paint – per hour			(\$89.00)	\$97.90
Decaling and Striping – per hour			(\$50.00)	\$55.00
Front Load & Rear Load Dumpster hauling to and from refurbishment facility – per hour			(\$50.00)	\$55.00
((Container)) Rolloff hauling for refurbishment facility (round trip)			(\$150.88)	\$165.97

The department's cost for materials (steel, lids, winch handles, etc.) including any mark up and sales tax, used to repair or refurbish containers either by the city or an independent contractor, will be charge back to the customer, in addition to the charges listed in the table above in SMC 13.02.0518, Section B.

Section 10: That SMC section 13.02.0520 is amended to read as follows:

13.02.0520 Temporary Account

- A. Some premises needs may increase or arise on a temporary basis, such as construction, remodeling, demolition, or other short-term events.
 - 1. Customer requests for temporary accounts may not exceed one hundred eighty days continuously within any calendar year period. After that time,

any temporary container may be removed from the premises after notice or attempt to notify the customer or owner by the department.

- B. Use of a temporary container does not displace regular solid waste service for ongoing premises needs, which must continue to be accepted. Regular solid waste generated by premises is not permitted in temporary containers. Where the director determines premises needs exceed one hundred eighty days, or it appears there may be putrescible materials accumulating, regular mandatory weekly service provisions apply.

Temporary Account	((2021))	((2022))	((2023))	2024
Delivery charge	((<u>\$30.17</u>))	((<u>\$31.05</u>))	((<u>\$31.95</u>))	<u>\$35.15</u>
Dumpster service for (3-6 cubic yard containers) ((rental fees)) – Flat Daily Charge (Rental Fee)	((<u>\$2.41</u>))	((<u>\$2.48</u>))	((<u>\$2.55</u>))	<u>\$2.81</u>
((*Plus appropriate disposal fee based on size of containers))				
Dump Fee 3 Cubic Yard Containers			((<u>\$109.44</u>))	<u>\$120.38</u>
Dump Fee 6 Cubic Yard Containers			((<u>\$218.89</u>))	<u>\$240.78</u>
Rolloff Service – Flat daily charge (Rental Fee)			((<u>\$5.08</u>))	<u>\$5.59</u>
Rolloff Service – Load haul fee (Per load)			((<u>\$150.88</u>))	<u>\$165.97</u>

Weight fee for Rolloff Service: As provided in SMC 13.02.0560.

- C. Rental fee does not include Washington State sales tax.

Section 11: That SMC section 13.02.0528 is amended to read as follows:

13.02.0528 Rates for Equipment and Labor – Packer and Nonpacker

- A. Department vehicle and labor service is supplied with two kinds of vehicles: Single-axle nonpacker trucks and tandem-axle packer trucks.
1. Disposal fees are charged in addition to equipment and labor charges.
 2. Regular garbage collection vehicles are also called “packer” trucks because they operate with a compaction facility that pushes or packs in waste. For

some disposal needs, such as odd-shaped debris or materials, regular open bed trucks are more suitable. These vehicles are called “nonpacker” trucks.

3. Department packer trucks are all larger tandem-axle design. Department nonpacker trucks are all smaller single-axle design.
4. Distinguished from this service is rolloff service, where a rolloff box is loaded by the customer, rather than with department labor. (See SMC 13.02.0506)

B. Rates.

Rates in this section are stated based on fifteen-minute increments. The minimum charge is fifteen minutes.

Packer and Nonpacker Trucks	((2021))	((2022))	((2023))	2024
Nonpacker, single-axle, truck, and driver	((<u>\$27.01</u>))	((<u>\$37.79</u>))	((<u>\$28.60</u>))	<u>\$31.46</u>
Each extra person	((<u>\$22.49</u>))	((<u>\$23.15</u>))	((<u>\$23.82</u>))	<u>\$26.20</u>
Tandem-axle truck, driver, and loader	((<u>\$37.53</u>))	((<u>\$38.62</u>))	((<u>\$39.74</u>))	<u>\$43.71</u>

- C. In addition to the labor and equipment charges, there is added to subsection (B) of this section a charge for waste disposal, as shown in SMC 13.02.0560, except that the minimum charge for waste disposal shall be equal to one-quarter of the applicable tonnage fee.

D. Overtime Periods.

When a customer requests service on holidays, Saturdays, or Sundays, or other overtime periods, an additional charge equal to the total labor paid plus the normal hauling fee shall apply.

Section 12: That SMC section 13.02.0552 is amended to read as follows:

13.02.0552 Recycling Rates- Nonresidential – Residential Premises with Multi-unit Dwellings Premises – Additional

- A. The following rates apply to premises with multi-unit dwellings where the director determines larger volume containers are needed. In addition to the residential recycling program, customers not otherwise participating may request recycling service of any and all materials accepted in the curbside program under the following rates. (See SMC 13.02.0122(B))
- B. Collection of single-stream recyclables is available weekly (with the exception of carts) at the following monthly rates:

Nonresidential & Multi-unit Dwellings	Monthly Amount			
	((2021))	((2022))	((2023))	<u>2024</u>
Collection of single-stream recyclables				
((32)) 30, ((64)) 60, & ((95)) 90 gallon cart (bi-weekly service)	(((\$16.88))	(((\$17.36))	(((\$17.87))	<u>\$19.66</u>
One cubic yard dumpster	(((\$35.19))	(((\$36.21))	(((\$37.26))	<u>\$40.99</u>
Two cubic yard dumpster	(((\$54.04))	(((\$55.58))	(((\$57.19))	<u>\$62.91</u>
Three cubic yard dumpster	(((\$81.04))	(((\$83.36))	(((\$85.78))	<u>\$94.36</u>
Four cubic yard dumpster	(((\$107.99))	(((\$111.13))	(((\$114.35))	<u>\$125.79</u>
Six cubic yard dumpster	(((\$162.02))	(((\$166.71))	(((\$171.55))	<u>\$188.71</u>
Loose Yardage				
One yard	(((\$47.77))	(((\$49.15))	(((\$50.58))	<u>\$55.64</u>
Two yards	(((\$66.57))	(((\$68.50))	(((\$70.48))	<u>\$77.53</u>
Three yards	(((\$93.57))	(((\$96.28))	(((\$99.07))	<u>\$108.98</u>
Four yards	(((\$120.57))	(((\$124.06))	(((\$127.66))	<u>\$140.43</u>
Six yards	(((\$174.59))	(((\$179.65))	(((\$184.86))	<u>\$203.35</u>

- C. Rollout rates, including packouts for recycling carts, are available at the same increment and percentage of increase as the general mixed solid waste rate (one-half of standard sixty~~((eight))~~ gallon refuse rate for each fifty feet for items not within six feet of pickup location).
- D. Load Truck Loose Yardage Recyclables – Collection Rates/Hour (hand-loaded). Rates in this section are stated based on fifteen-minute increments. The minimum charge is thirty minutes.

Load Truck Loose Yardage Recyclables	((2021))	((2022))	((2023))	<u>2024</u>
Single-axle truck and driver	(((\$26.10))	(((\$26.85))	(((\$27.63))	<u>\$30.39</u>
Tandem-axle truck driver	(((\$36.28))	(((\$37.33))	(((\$38.42))	<u>\$42.26</u>

- E. The department retains any proceeds from sale of recyclables.
- F. Loads including non-recyclable solid waste are charged as a regular solid waste load, in addition to return trip charges applicable.
- G. The director of solid waste management reserves the right to deny service to any generator that does not meet a minimum standard of recyclable quality as determined by the director's evaluation.

Section 13: That SMC section 13.02.0554 is amended to read as follows:

13.02.0554 Clean Green Yard Waste Collection

- A. Any customer may apply to the department for collection of “clean green” yard waste. Participation is voluntary.
1. To be accepted as “clean green” yard waste, material must consist of grass, leaves, pine needles, pine cones, thatch, vines, weeds, and branches, or other such fresh yard waste type material, not putrefied. Food scraps and compostable paper products are acceptable.
 2. Woody material must be no more than three inches in diameter and not extend outside the approved collection container.
 3. Material may be bundled with rope or string next to the container not to exceed six feet in length.
 4. Total gross cart weight may not exceed two hundred fifty pounds.
- B. In addition to subsection (A) of this section, customers are cautioned that “clean green” yard material may not contain any of the following:
1. Sod (beyond small amounts).
 2. Rocks.
 3. Dirt.
 4. Gravel.
 5. Concrete.
 6. Glass.
 7. Metal.
 8. Plastic.
 9. ~~((Reserved))~~ Treated wood/bark.
 10. Animal feces.
 11. Paint residue.
 12. Christmas or holiday decorations.
 13. Non-compostable paper products.
 14. Flocking.

- 15. Dimensional lumber.
- 16. Stumps/roots.
- 17. Charcoal/Ash

A load is further not considered clean green if it emanates a strong odor, detectable by an ordinary person at a distance of thirty feet. Loads submitted not acceptable as clean green will be left by clean green collection crews and must be handled as a category solid waste. The rate shall be as for a ninety((-five)) gallon automated style container, as set in SMC 13.02.0502.

C. The collection day for clean green yard waste shall be on a weekly basis during the season which generally runs from March through November, on the same day as the customer's regular solid waste collection. Service is provided only in ninety((-five)) gallon carts supplied by the department.

D. The service is billed and payable monthly, as follows:

Clean Green Yard Waste Collection	((2021))	((2022))	((2023))	<u>2024</u>
March thru November	(((\$17.79))	(((\$18.31))	(((\$18.84))	<u>\$20.72</u>
December thru February	((No Charge))	((No Charge))	((No charge))	<u>No charge</u>
Extra Dump	(((\$4.46))	(((\$4.58))	(((\$4.72))	<u>\$5.19</u>

B. Yard waste cart packout charged at same rate as refuse (one half of standard sixty((-eight)) gallon refuse rate for each fifty feet for items not within the six feet of pickup location).

E. There is no container delivery charge for the first delivery to a given customer. Thereafter, the redelivery charge is the same amount as the container pickup fee as listed below.

- 1. The container pickup fee is:

((2021))	((2022))	((2023))	<u>2024</u>
(((\$30.17))	(((\$31.05))	(((\$31.95))	<u>\$35.15</u>

if requested within twelve months of the initial delivery.

The customer is responsible for the cost of cart replacement in case of loss or damage.

Section 14. Effective Date. This ordinance shall take effect and be in force on January 1, 2024.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

08/21/2023

Date Rec'd

7/26/2023

Clerk's File #

ORD C36429

Renews #**Submitting Dept**

WASTEWATER MANAGEMENT

Cross Ref #**Contact Name/Phone**

KYLE ARRINGTON 625-4647

Project #**Contact E-Mail**

KARRINGTON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

4320 WASTEWATER MANAGEMENT SEWER ORDINANCE AMENDMENTS

Agenda Wording

Amendments to SMC 13.03 regarding requirements for grease control devices, oil/water separators, and sand traps within the City's sewer service area. The goal of these proposed changes is to reduce instances of City sewer pipe obstruction and cost.

Summary (Background)

These changes have been coordinated with Spokane County, and include definitions, design and construction standards, required maintenance frequencies, cleaning criteria, and record keeping requirements. Businesses will now have detailed benchmarks for their required wastewater treatment systems. One proposed change (SMC 13.03.1216) removes outdated information and language regarding wastewater haulers.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

GENNETT, RAYLENE

Study Session\Other

PIES 7/24/23

Division Director

FEIST, MARLENE

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Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability

Submitting Department	Public Works – Riverside Park Water Reclamation Facility
Contact Name & Phone	Raylene Gennett (509) 625-7901
Contact Email	rgennett@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	Sewer Ordinance Amendments – Wastewater Management
Summary (Background)	<p>Amendments to SMC 13.03 regarding requirements for grease control devices, oil/water separators, and sand traps within the City’s sewer service area. The goal of these proposed changes is to reduce instances of City sewer pipe obstruction and costly cleanups.</p> <p>These changes have been coordinated with Spokane County, and include definitions, design and construction standards, required maintenance frequencies, cleaning criteria, and record keeping requirements. Businesses will now have detailed benchmarks for their required wastewater treatment systems.</p> <p>One proposed change (SMC 13.03.1216) removes outdated information and language regarding wastewater haulers.</p>
Proposed Council Action & Date:	Council Consent August 7 th , 2023
Fiscal Impact:	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.) Recop operation costs.	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
N/A - 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 work is designed to manage costs and continue service delivery in support of all citizens and taxpayers and maintain compliance with regulatory requirements.

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

N/A - 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 work is consistent with all City Policies and Procedures and is required to maintain compliance with regulatory requirements.

ORDINANCE NO. C36429

AN ORDINANCE relating to updates to the sewer use ordinances, adding new SMC sections 13.03.0101, 13.03.0216, 13.03.0217, 13.03.0218, 13.03.0219, 13.03.0220, 13.03.0221, 13.02.0222, 13.03.0223, and 13.03.0503; and amending SMC sections 13.03.0502, 13.03.0508, 13.03.0602, 13.03.0622, 13.03.0628, and 13.03.1216, to chapter 13.03 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That a new section, SMC 13.03.0101 shall be added to read as follows:

13.03.0101 Abbreviations

FOG – Fats, oil, and grease.

Section 2: That a new section, SMC 13.03.0216 shall be added to read as follows:

13.03.0216 Grease Control Device(s).

"Grease control device(s)" means an appurtenance or appliance that is installed in a sanitary drainage system to intercept non-petroleum fats, oil, and grease (FOG) from wastewater. There are three types of grease control devices: gravity grease interceptors, hydromechanical grease interceptors, and mechanical grease removal devices.

Section 3: That a new section, SMC 13.03.0217 shall be added to read as follows:

13.03.0217 – Grease Interceptor.

"Grease interceptor" means a large tank installed underground designed to collect and control solid- food wastes and floating grease from wastewater prior to discharge into the sanitary sewer collection system. Grease interceptors are normally installed outside the building and use gravity to separate grease from the wastewater as it moves from one compartment of the interceptor to the next.

Section 4: That a new section, SMC 13.03.0218 shall be added to read as follows:

13.03.0218 Hydromechanical Grease Interceptor.

"Hydromechanical grease interceptor" or "grease trap" means a device placed under or in close proximity to sinks or other fixtures likely to discharge grease in an attempt to

separate, trap and hold oil and grease substances, prior to discharge into the sanitary sewer collection system.

Section 5: That a new section, SMC 13.03.0219 shall be added to read as follows:

13.03.0219 Mechanical Grease Removal Device.

"Mechanical grease removal device" means a power operated device or combination of devices using electrical equipment to heat, filter, siphon, skim or otherwise separate and retain floating grease and solid food waste prior to the wastewater exiting the trap and entering the sanitary sewer collection system.

Section 6: That a new section, SMC 13.03.0220 shall be added to read as follows:

13.03.0220 Oil/Water Separator.

"Oil/water separator" means an appurtenance or appliance that is installed in a sanitary sewer drainage system to intercept petroleum fats, oils, and grease (FOG) from wastewater. There are two types of oil/water separators: baffle type separators and coalescing plate separators.

Section 7: That a new section, SMC 13.03.0221 shall be added to read as follows:

13.03.0221 Sand Trap.

"Sand trap" means an appurtenance or appliance that is installed in conjunction with an oil/water separator to intercept settleable granular particles from wastewater.

Section 8: That a new section, SMC 13.03.0222 shall be added to read as follows:

13.03.0222 Septic Tank.

"Septic tank" means a watertight treatment receptacle receiving the discharge of sewage from a building sewer or sewers, designed and constructed to permit separation of settleable and floating solids from the liquid, and detention and anaerobic digestion of the organic matter, prior to discharge of the liquid to the sanitary sewer collection system.

Section 9: That a new section, SMC 13.03.0223 shall be added to read as follows:

13.03.0223 Wastewater Hauler.

“Wastewater hauler” is a firm permitted to collect and transport materials removed from onsite grease control devices or septic tanks that may be discharged to a local POTW or discharged to a rendering facility. The director may approve industrial waste on a case-by-case basis.

Section 10: That SMC 13.03.0502 is amended to read as follows:

ARTICLE V. ~~((Grease, Oil and Sand Interceptors))~~ Grease Control Devices, Oil/water Separators, Sand Traps

13.03.0502 ~~((Grease traps))~~ Grease Control Devices.

~~((In all cases where a structure is used as a hotel, boardinghouse or restaurant, or where required by the building official or health officer, the owner must provide a properly constructed grease trap through which all wastes of a greasy nature shall be drained. All grease traps are of a type, capacity and design approved by the building official)).~~

Any commercial facility which generates grease waste including but not limited to hotels, boardinghouses, restaurants, or food processing facilities, shall install an approved type of grease control device at the owner’s expense and liability, as part of their waste disposal system. Installation may be required for other facilities by the director, the building and planning department, or the health officer. Design and construction of grease control devices and associated piping shall be in accordance with the more restrictive of the Side Sewer Installation Handbook and Uniform Plumbing Code and must be configured to be readily accessible for maintenance and inspection.

Cross reference(s)—Sewer construction regulations, SMC 13.03.0622

Section 11: That a new section, SMC 13.03.0503 shall be added to read as follows:

13.03.0503 Oil/water Separators, Sand Traps.

Any commercial facility which discharges petroleum and/or settleable granular particles wastes shall install an oil/water separator and/or sand trap as part of their sewer system, at the owner’s expense and liability. Installation may be required for other facilities by the director, the building and planning department, or the health officer. Such commercial facilities include, but are not limited to, car washes, automotive repair/maintenance facilities, and petroleum stations. Design and construction shall be in accordance with the Side Sewer Installation Handbook and City Design Standards, and located as to be readily accessible for maintenance and inspection.

Cross reference(s)—Sewer construction regulations, SMC 13.03.0622.

Section 12: That SMC 13.03.0508 is amended to read as follows:

13.03.0508 Grease Control Devices, Oil/water Separators, Sand Traps — Maintenance.

~~((Where installed, all grease, oil and sand interceptors must be maintained by the owner, at the owner's expense and liability, in good order and condition at all times.))~~

A. All grease control devices, oil/water separators, and sand traps shall be maintained by the owner, at his or her expense and liability, in good order and condition at all times. Existing grease control devices connected to public sewer shall be, cleaned, inspected, and adequately documented per Subsection C. If the grease control device, oil/water separator, or sand trap fails the inspection as not being up to City standards, such device will have to be repaired or replaced at the owner's expense.

B. Grease control devices, oil/water separators, and sand traps shall be cleaned on a sufficient frequency to prevent objectionable odors, surcharge of the grease control device, obstruction, or interference with the operation of the sanitary sewer system.

1. Hydromechanical grease interceptors shall be cleaned at least once every thirty days, when the device is filled to twenty-five percent or more of capacity with grease or settled solids, or based on the operational thresholds of the device manufacturer.
2. Gravity grease interceptors shall be cleaned by a wastewater hauler at least once every ninety days, when their last chamber is filled to twenty- five percent or more of capacity with grease or settled solids, or based on the operational thresholds of the device manufacturer. Grease interceptors with a sample box shall be cleaned immediately when grease is evident in the sample box.
3. Mechanical grease removal devices must be maintained in a manner and frequency consistent with manufacturer specifications and guidance.
4. Oil/water separators and sand traps shall be serviced by a licensed hazardous waste disposal company when the inlet chamber exceeds 6 inches of sludge accumulation, or when there is one inch or more of floating oil in either chamber, whichever comes first.
5. Grease control devices and oil/water separators shall be cleaned by being pumped dry and all accumulated sludge on all surfaces shall be removed by washing down the sides, baffles, and tees. Water removed during cleaning shall not be returned to the grease control device or the oil/water separator, nor the downstream sewer.
6. The use of chemical or biological additives, enzymes or surfactants acting as grease emulsifiers is not permitted as a method for cleaning the grease control device.

C. Users shall maintain records on site for a period of at least three years as follows:

1. Users with an installed grease control device or oil/water separator shall maintain records showing that the control device has been properly maintained and cleaned as required by Subsections A and B.
2. Users shall maintain records showing the following related to all wastes hauled off site: date and time material removed off site; volume removed; licensed wastewater hauler or hazardous waste disposal company name.

D. Grease control devices shall be kept free of inorganic solid materials, such as grit, rocks, gravel, sand, eating utensils, cigarettes, shells, towels, rags, etc.

E. The director may grant an exception to the requirements of Subsections B.2 where the director finds, based on evidence presented by the user, that a less frequent cleaning schedule will be sufficient to assure that not more than twenty-five percent of the capacity of the grease control device will be filled with grease or settled solids.

F. The director may conduct an inspection of grease control devices, sand traps, and oil/water separators. The user shall make all facilities accessible for inspection, and shall provide inspection and maintenance records. The cost of the inspections, any repairs to the public sewer, and any cleaning of the public sewer, necessitated by a lack of proper maintenance of the user's facilities, shall be billed as an additional utility service to the user.

Section 13: That SMC 13.03.0602 is amended to read as follows:

13.03.0602 Inspections

- A. Except as provided hereafter, whenever any side sewer or other connection is made with any public sewer or private sewer, or any part of such side sewer or other connection is constructed, the work shall follow the Side Sewer Installation Handbook and be inspected by the wastewater supervisor or designated wastewater inspector.
- B. ~~((Such inspection shall not be required for sewer))~~ Sewer connections made within mobile home parks, or sewer connections relating to mobile homes, recreational vehicles, house trailers, campers or other similar vehicles located within private property lines shall also be subject to~~((These construction))~~, permit and inspection requirements and the more restrictive of ~~((are provided in))~~ the plumbing code of the City ~~((chapter 14.09 SMG))~~ SMC 17F.100 or the Side Sewer Installation Handbook.
- C. The health officer inspects on-site sewage disposal systems as defined in regulations of the jurisdictional health agency in the City.

D. Side sewer stubs are inspected by the wastewater management department.

Section 14: That SMC 13.03.0622 is amended to read as follows:

13.03.0622 Sewer Construction Regulations

- A. The director of engineering services prepares and updates “Regulations Governing Sewer Construction in the City of Spokane.”
1. Copies of the regulations may be obtained in the department of engineering services.
- B. The regulations contain specifications relative to materials, construction, procedure, inspection, backfilling and responsibilities in sewer installations. The permissibility of specific installations not fully covered by the regulations, General Special Provisions, or Design Standards and Standard Plans are determined by the sewer maintenance supervisor at the time of occurrence in accordance with the spirit and purpose of the regulations.
- C. Revision of or addition to the regulations may be made by the director of engineering services as specified in SMC 13.03.0902.

Section 15: That SMC 13.03.0628 is amended to read as follows:

13.03.0628 ((Enforcement)) Compliance Inspections

- A. ~~((The sewer maintenance supervisor, building official, health officer, director of public works and utilities and POTW director))~~ Authorized personnel of the health officer, the wastewater management department, or the building and planning department shall have the right to enter, during hours of operation upon any premises, public or private, as reasonably necessary to enforce the provisions of this chapter, any other ordinance relative to wastewater control, or any regulation or order adopted or issued pursuant thereto.
- B. The owner or occupant of any house, building, or property ~~((is required to))~~ shall specifically allow City officials to inspect on site the nature of wastes intended to be discharged into a public sewer and/or on-site sewage disposal system.
- C. In the event there appears to be a violation, the City, in addition to any other power or authority reserved in this chapter, may issue a notice of violation, requiring the party to whom the notice is directed to correct the violation within thirty days of the date of the notice.
1. Failure to take such corrective action is an additional violation of this chapter.

2. No notice is necessary in case of emergency or as a prior requirement to taking any other enforcement action authorized by this chapter.

Section 16: That SMC 13.03.1216 is amended to read as follows:

13.03.1216 ((Septage)) Wastewater Haulers

A. ((Septage)) Wastewater haulers shall be charged a fixed rate per one thousand gallons of truck tank capacity for each load dumped into the Spokane municipal sewage collection system, to reflect the cost of treatment of a full truck volume of septage of average strength as established by the director, plus a service fee for handling.

~~((B. Each septage hauler must log each load dumped with designated wastewater treatment plant operating personnel, and must comply with City rules for septage dumping procedures, times and clean-up, and must carry in the vehicle a copy of a certificate establishing the total truck tank volume. This certificate shall consist of an approved:~~

- ~~1. calculation of total truck tank volume, or~~
- ~~2. report of an actual displacement test to determine volume.~~

~~The certificate shall accurately indicate the total capacity of the vehicle for hauling septage.))~~

Section 17: Effective Date.

PASSED BY THE CITY COUNCIL ON _____, 2023.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date