

## 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 October 9, 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 October 9, 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: 2484 461 4721; 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, October 9, 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, OCTOBER 9, 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 RYAN OELRICH**

**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**

**❖ ANNUAL MAYORAL STATEMENT OF THE CONDITIONS AND AFFAIRS OF THE CITY**

**ADMINISTRATIVE REPORT**

---

**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. | Consultant Agreement with Financial Consulting Group, Inc. (Redmond, WA) to conduct the Development Service Center Cost of Service/Fee Analysis from September 18, 2023, to August 3, 2024-\$106,270 (plus tax, if applicable). (Council Sponsor: Council Member Bingle)<br><b>Tami Palmquist</b>               | Approve | OPR 2023-1013 |
| 2. | Public Works Agreement with Duke’s Root Control, Inc. (Syracuse, NY) for routine maintenance sewer pipe chemical root control for the Wastewater Management Department from September 1, 2023, through August 31, 2024—\$50,000 (incl. tax). (Council Sponsor: Council President Kinnear)<br><b>Mike Lowdon</b> | Approve | OPR 2023-1014 |

- |  |   |   |
|--|---|---|
| <p>3. Contract Amendment with Parametrix (Spokane) for 2021-2022 construction management on-call consulting—additional \$60,000. Total contract amount: \$860,000. (Council Sponsor: Council President Kinnear)<br/> <b>Dan Buller</b></p>   | <p>Approve</p>                                  | <p>OPR 2020-0863<br/>ENG 2021059</p>      |
| <p>4. Contract Amendment with Tierra Right of Way Services, LTD. (Tucson, AZ) for 2021-2022 historic resource on-call services—additional \$100,000. Total contract amount: \$300,000. (Council Sponsor: Council President Kinnear)<br/> <b>Dan Buller</b></p>   | <p>Approve</p>                                  | <p>OPR 2020-0838<br/>ENG 2021060</p>      |
| <p>5. Master Software Services Agreement with Rubicon Global, LLC (Atlanta, GA) for route management and telematics solutions from October 1, 2023, through September 30, 2024, utilizing Sourcewell Contract No. 020221-RUB—\$157,819 (plus tax, if applicable). (Council Sponsor: Council Member Bingle)<br/> <b>Michael Sloon</b></p>   | <p>Approve</p>                                  | <p>OPR 2023-1015</p>                      |
| <p>6. Contract Extension with Systems &amp; Software, Inc. (Winooski, VT) for annual support and maintenance of enQuesta, the City’s Utility Billing Management System, from November 1, 2023, through October 31, 2024—\$218,643.79 (plus tax, if applicable). (Council Sponsor: Council Member Bingle)<br/> <b>Michael Sloon</b></p>   | <p>Approve</p>                                  | <p>OPR 2019-0364<br/>RFP 4480-18</p>      |
| <p>7. Report of the Mayor of pending:</p> <p style="padding-left: 20px;">a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2023, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.</p> <p style="padding-left: 20px;">b. Payroll claims of previously approved obligations through _____, 2023: \$_____.</p> | <p>Approve &amp;<br/>Authorize<br/>Payments</p> | <p>CPR 2023-0002</p> <p>CPR 2023-0003</p> |
| <p>8. City Council Meeting Minutes: _____, 2023.</p>   | <p>Approve</p>                                  | <p>CPR 2023-0013</p>                      |

# **LEGISLATIVE AGENDA**

## **NO SPECIAL BUDGET ORDINANCES**

## **NO EMERGENCY ORDINANCES**

### **RESOLUTIONS**

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2023-0086     Setting the Assessment Roll Hearing before City Council for December 4, 2023, for the Downtown Parking and Business Improvement Area (Business Improvement District – BID) and providing notice of the 2024 assessments to business and property owners. (Council Sponsors: Council Members Cathcart and Bingle)  
**Amanda Beck**
- RES 2023-0087     Setting the Assessment Roll Hearing before City Council for December 4, 2023, for the East Sprague Parking and Business Improvement Area (Business Improvement District – BID) and providing notice of the 2024 assessments to business and property owners. (Council Sponsors: Council President Kinnear and Council Member Wilkerson)  
**Amanda Beck**
- RES 2023-0088     Stating the Spokane City Council’s opposition to MEASURE NO. 1 entitled, TWO-TENTHS OF ONE PERCENT SALES AND USE TAX FOR CRIMINAL JUSTICE, PUBLIC SAFETY, AND BEHAVIOR HEALTH PURPOSES, submitted by the Spokane County Board of Commissioners for the November 7, 2023, General Election. (Council Sponsors: Council Members Zappone and Wilkerson)  
**Council Member Zappone**

## **NO FINAL READING ORDINANCES**

### **FIRST READING ORDINANCES**

- ORD C36448     Relating to the paper cuts code amendments 2023 project amending Spokane Municipal Code (SMC) Section 17C.110.225 Accessory Structures; Section 17C.120.580 Plazas and Other Open Spaces; Section 17C.230.145 Development Standards for Residential Uses; Section 17C.240.250 Off-Premises Signs; Section 17C.250.020 Dimensional Standards; and Section 17G.080.040 Short Subdivisions. (Council Sponsors: Council Members Stratton and Bingle)  
**Spencer Gardner**

ORD C36449      Establishing the Language Access Program for the City of Spokane and adopting a new chapter 18.11 to Title 18 of the Spokane Municipal Code. (Council Sponsors: Council Members Cathcart and Wilkerson)  
**Alex Gibilisco**

FURTHER ACTION DEFERRED

---

## NO SPECIAL CONSIDERATIONS

---

## NO HEARINGS

---

**Motion to Approve Advance Agenda for October 9, 2023**  
(per Council Rule 2.1.2)

---

### ADJOURNMENT

The October 9, 2023, Regular Legislative Session of the City Council is adjourned to October 16, 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](mailto: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:**  
10/09/2023

<b>Date Rec'd</b>	9/27/2023
<b>Clerk's File #</b>	OPR 2023-1013
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	CR25429

<b>Submitting Dept</b>	DEVELOPMENT SERVICES CENTER
<b>Contact Name/Phone</b>	TAMI PALMQUIST 6157
<b>Contact E-Mail</b>	TPALMQUIST@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4700 - CONTRACT FOR DSC FEE STUDY

**Agenda Wording**  
 Consultant Agreement with Financial Consulting Group, Inc. (Redmond, WA) to conduct the Development Service Center Cost of Service/Fee Analysis from September 18, 2023, to August 3, 2024-\$106,270 (plus tax, if applicable).

**Summary (Background)**  
 The last fee study was completed in 2007 with fees being adopted in 2008. Fees have not been increased since this time. The DSC has selected FCS Group after completing an RFP. As the highest scoring firm FCS was selected to provide professional services for the development of a full cost allocation plan and a comprehensive fee study for our development related services.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 106,270	# 4700-30210-24100-54201
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	PALMQUIST, TAMI	<b>Study Session\Other</b>	Finance and Administration
<b>Division Director</b>	MACDONALD, STEVEN	<b>Council Sponsor</b>	CM Bingle
<b>Finance</b>	ORLOB, KIMBERLY	<b>Distribution List</b>	
<b>Legal</b>	BEATTIE, LAUREN	tpalmquist@spokanecity.org	
<b>For the Mayor</b>	JONES, GARRETT	smacdonald@spokanecity.org	
<b>Additional Approvals</b>		korlob@spokanecity.org	
<b>Purchasing</b>		akiehn@spokanecity.org	

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	DSC
<b>Contact Name</b>	Tami Palmquist
<b>Contact Email &amp; Phone</b>	<a href="mailto:tpalmquist@spokanecity.org">tpalmquist@spokanecity.org</a> 625-6157
<b>Council Sponsor(s)</b>	CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract for DSC Fee Study
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The DSC is responsible for providing coordinated, fast, and predictable review and inspection services for building, permitting, construction and development activities. The last fee study was completed in 2007 with fees being adopted in 2008. Fees have not been increased since this time.</p> <p>The DSC has selected FCS Group after completing an RFP. As the highest scoring firm FCS was selected to provide professional services for the development of a full cost allocation plan and a comprehensive fee study for our development related services.</p>
<b>Proposed Council Action</b>	For information and future approval of Contract with FCS Group
<b>Fiscal Impact</b> Total Cost: <u>\$86,040</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: DSC Enterprise Budget  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? Building permit fees would be applied consistently to the entire 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? This level of data will not be collected through the fee study.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The scope of services within the contract will include outreach to local developers and a customer service questionnaire.	
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? Charging adequate fees will ensure that the DSC is able to deliver services at the level citizens expect and deserve.	



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 9/18/23

**Type of expenditure:** Goods  Services

**Department:** Development Services Center

**Approving Supervisor:** Tami Palmquist

**Amount of Proposed Expenditure:** \$106,270

**Funding Source:** DSC Enterprise Fund

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

The DSC put out an RFP for a comprehensive fee study. The DSC has not raised permit fees since 2008 and in order to keep up with the delivery of services we must collect adequate fees for those services.

After negotiations with the highest scoring consultant it was concluded that the amount of the Contract increased from \$86,040 to \$106,270 to cover necessary additions to the scope.

Three items were added to the scope that are incredibly important to the fee study.

- TASK 6 | EXTERNAL CUSTOMER/STAKEHOLDER INTERVIEWS
- TASK 7 | STAFFING NEEDS ANALYSIS
- TASK 8 | TECHNOLOGY SURCHARGE ISSUE PAPER

**What are the impacts if expenses are deferred?**

The DSC would like to complete the fee study all at once and not defer pieces to a later date so that we can take a comprehensive approach to providing services. By not completing the study as a whole it would increase costs to engage a second contract to complete the study at a later date.



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

## What alternatives were considered?

It was discussed to complete the study in multiple contracts, but there will be additional associated cost with breaking the contracts apart. In the end it will be a better value to complete the study as one contract.

## Description of the goods or service and any additional information?

The DSC has selected FCS Group after completing an RFP. As the highest scoring firm FCS was selected to provide professional services for the development of a full cost allocation plan and a comprehensive fee study for our development related services.

---

**Person Submitting Form/Contact:** Tami Palmquist

---

**CITY ADMINISTRATOR APPROVAL:**

YES  NO

**FINANCE/PURCHASING APPROVAL:**

YES  NO

  
Garrett Jones (Sep 19, 2023 06:57 PDT)

*Tonya Wallace*

Sep 19, 2023

Sep 18, 2023





**City of Spokane**  
**CONSULTANT AGREEMENT**  
**Title: DEVELOPMENT SERVICE CENTER**  
**COST OF SERVICE/FEE ANALYSIS**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **FINANCIAL CONSULTING GROUP, INC.**, whose address is 7525 116<sup>th</sup> Avenue NW, Suite D-215, Redmond, Washington 98052 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the purpose of this Agreement is to conduct the Development Service Center Cost of Service/Fee Analysis; and*

*WHEREAS, the Consultant was selected from RFP No. 5867-23.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on September 18, 2023, and ends on August 3, 2024, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by agreement of the parties not to exceed one (1) additional one (1) year contract period.

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

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

**3. SCOPE OF WORK.**

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

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

#### 4. COMPENSATION.

Total annual compensation for Consultant's services under this Agreement shall not exceed **ONE HUNDRED SIX THOUSAND TWO HUNDRED SEVENTY AND NO/100 DOLLARS (\$106,270.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### 5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane, Development Services Center, 909 East Sprague Avenue, Spokane Washington 99202 or to tpalquist@spokanecity.org. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 6. REIMBURSABLES

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

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

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

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

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

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

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

## **9. SOCIAL EQUITY REQUIREMENTS.**

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

the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

#### **10. INDEMNIFICATION.**

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

#### **11. INSURANCE.**

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it

returns this signed Agreement. The certificate shall specify the City of Spokane as “Additional Insured” specifically for Consultant’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **12. DEBARMENT AND SUSPENSION.**

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

## **13. AUDIT.**

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

## **14. INDEPENDENT CONSULTANT.**

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

## **15. KEY PERSONS.**

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to

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

#### **16. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **17. CITY ETHICS CODE.**

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

#### **18. NO CONFLICT OF INTEREST.**

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

#### **19. ERRORS AND OMISSIONS, CORRECTIONS.**

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work

product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

## **20. INTELLECTUAL PROPERTY RIGHTS.**

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

## **21. CONFIDENTIALITY.**

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

## **22. DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may

then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

### **23. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

### **24. EXPANSION FOR NEW WORK.**

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have



attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

## **25. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- J. Additional Provisions: This Agreement may be modified by additional terms and conditions (“Special Conditions”) which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party’s draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**FINANCIAL CONSULTING GROUP, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments:**

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – Scope of Services, Budget, and Schedule

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

**EXHIBIT B**  
**TASK PLAN**

**PHASE 1 – COST OF SERVICE TECHNICAL ANALYSIS**

**TASK 1 | CONDUCT KICK-OFF MEETING**

A common understanding of the study's objectives and expectations is critical to a successful study process. At the beginning of the study, FCS Group will facilitate a remote 60-minute initial study kick-off meeting with the DSC project team to introduce the project team members, discuss the study goals, and review methodology, scope, expectations, schedule, and any specific concerns and issues the DSC project team wishes to investigate further.

Deliverables:

- One remote project kickoff meeting.
- Review detailed data request.

**TASK 2 | DATA COLLECTION AND ANALYSIS**

Prior to the kick-off meeting, we will provide an initial data request including financial budget and actual data and historical permit volumes. We will work with the DSC project team to determine staff fee-time information. Staffing time records play a critical role in the fee study. They form the basis for determining the hourly rates for DSC staff to provide full cost-based building inspection fee services. Additionally, labor costs typically comprise the largest share of costs to provide fee services. We will work with the DSC project team to develop detailed timesheet records, fee groups, and time categories.

Deliverables:

- Prepare and transmit an initial data request for review during task 1.

**TASK 3 | IDENTIFY THE COST-OF-SERVICE**

DSC operating costs will be itemized into direct, indirect, and overhead cost components to provide a transparent evaluation of the costs and cost drivers. The total recoverable costs components will be divided into total staff labor hours spent on recoverable activities to determine a DSC-wide loaded hourly rate.

Deliverables:

- Determine portion of DSC costs that are recoverable, consistent with legal and regulatory precedence
- Determine the estimated time spent for each fee service.
- Calculate and determine current cost recovery based on the DSC-wide loaded hourly rate.
- Calculate and determine the full cost-of-service for each fee service.

**TASK 4 | DETERMINE LEVEL OF COST RECOVERY**

Once the cost-of-service analysis is completed, a cost recovery analysis will be performed by comparing the costs to provide building inspection fee services with either the budgeted or actual revenues supporting the service. The calculated cost of service fees will also be used as a basis of comparison to neighboring jurisdictions, as outlined in the next task.

Deliverables:

- Calculate and determine the current cost recovery under existing fees.
- Review cost of service and cost recovery results with the DSC's project team.

### **TASK 5 | FEE COMPARISON TO NEIGHBORING COMMUNITIES**

FCS GROUP will work with DSC staff to identify up to four different residential, multi-family, and non-residential project types and their respective project fees. The portfolio of DSC project fees will be used to determine and compare permit fees for the communities of Spokane County, City of Tacoma, City of Vancouver and the City of Boise, ID. Additional communities may be added based on discussions with the DSC project team. The results will then be presented in a user-friendly matrix summarizing the project types and permit fees.

Deliverables:

- Compare project fees by project type for jurisdictions including Spokane County, City of Tacoma, City of Vancouver and the City of Boise, ID.
- Review results and fee comparison with the DSC project team.

### **TASK 6 | EXTERNAL CUSTOMER/STAKEHOLDER INTERVIEWS**

FCS GROUP will coordinate with City staff to conduct a customer satisfaction survey with key external stakeholders. We will identify up to six individuals to survey, based on direction from the City. We will prepare the survey questions, review the questions with City staff, finalize and conduct the customer satisfaction survey, and summarize the results for City staff review.

Deliverables:

- Prepare and customer satisfaction survey for up to six external stakeholders.

### **TASK 7 | STAFFING NEEDS ANALYSIS**

FCS GROUP will work with DSC staff to evaluate its current permit processing work flows and identify opportunities for process improvements. This task will be triangulated with Task 5 to incorporate comments from key DSC stakeholders and identifying potential changes to current staffing levels and work flows to address stakeholder comments.

Deliverables:

- Identify potential staffing and staff workload management process improvements.
- Incorporate comments stakeholder interviews.
- Review results and fee comparison with the DSC project team.

### **TASK 8 | TECHNOLOGY SURCHARGE ISSUE PAPER**

The City is in process of evaluating alternative information technology systems to manage its permit processes and collection of fees from applicants. These systems can be costly and, as with any information technology, require annual software maintenance and upgrades and eventual replacement as the technology reaches obsolescence. FCS GROUP will prepare an executive level issue paper discussing the concept of a technology surcharge, practices of other organizations, estimated revenues to the City should it wish to establish a surcharge at various levels, and issues that the City may consider should it wish to implement a surcharge in the future.

Task deliverables:

- Prepare issue paper for City review and comment. Finalize issue paper based on City feedback.

## **PHASE 2 – BUSINESS PROCESS ANALYSIS**

### **TASK 9 | BEST PRACTICES REVIEW**

We will provide a best practices review and critique of the City's underlying activities within building and permitting. Our review will include a review and critique of the DSC's process for documenting and communicating with the applicant identified changes prior to permit approval and identify potential opportunities for streamlining the review process.

Deliverables:

- Review and critique of the general DSC process for reviewing and approving building and permit applications.

#### **TASK 10 | FEE STRUCTURES AND DEVELOPMENT INCENTIVES**

We will provide input, as appropriate, into any fee structures that may encourage development, allow for accelerated service delivery, and achieve overall operational flexibility. We will, through discussions with City staff and reviews of current processes, identify potential opportunities for improving processes and thus encouraging development.

Deliverables:

- Review current DSC processes and identify opportunities for encouraging development.

#### **TASK 11 | TWO-HOUR COUNCIL STUDY SESSION**

We will synthesize study findings and conclusions and facilitate one two-hour study session with the City Council, DSC staff, and other interested parties. The study session will include an overview of the overall study process, key findings observed, the significance of these findings to DSC operations and its customers, and potential changes to fees or the fee process.

Deliverables:

- Facilitated two-hour on-site presentation to the City Council, DSC staff, and other interested parties.

### **PHASE 3 – DOCUMENTATION AND PRESENTATION**

#### **TASK 12 | PRESENTATION OF RESULTS**

We will prepare a draft executive level presentation summarizing study results from phases 1 and 2 for review with the DSC project team. Upon receipt of comments, the presentation will be finalized prior to presentation to the City Council.

Deliverables:

- Draft presentation of study results; on-site presentation to the City Council.

#### **TASK 13 | DRAFT REPORT**

A draft study report will be prepared documenting key findings and recommendations on cost-of-service based fee revisions. Transmit report to DSC project team for review and comment.

Deliverables:

- Written draft report for DSC project team review and comment.

#### **TASK 14 | DSC REVIEW AND COMMENT**

DSC project team to review and provide comments on draft report.

Deliverables:

- DSC project team review and comments to draft report.

### **TASK 15 | FINAL REPORT**

We will prepare a final report incorporating any DSC project team comments, as appropriate.

Deliverables:

- Written final report, incorporating comments from DSC project team.

### **TASK 16 | FEES ORDINANCE**

Based on direction from DSC staff, we will prepare a draft ordinance to implement the staff recommended cost-of-service based fees.

Deliverables:

- Draft fees ordinance.

## **PROJECT ADMINISTRATION**

### **TASK 17 | PROJECT ADMINISTRATION**

This task includes the various administrative efforts that will take place over the duration of the study and includes the following:

- Providing summaries or e-mails outlining follow up items, assigned tasks, and schedule milestones.
- Preparing a monthly invoice with a progress report on the activities performed during the billing period.

Deliverables:

- Provide project administration, contract administration and invoicing.

### **TASK 18 | MONTHLY CHECK IN MEETINGS**

This task includes monthly 30-minute project check-ins with the DSC project team. These meetings will focus on project status, discuss any outstanding data needs or clarifications, confirm any upcoming deliverables, and discuss any issues that may impede study progress.

Deliverables:

- Monthly 30-minute project check-in meetings with the DSC project team. These meetings will recur over the duration of the study.

## PROJECT BUDGET

Tasks	Consultant Hours						Admin.	Total Labor Hours	Expenses	Budget	Percentage of Total
	Principal A. Virnoche	Project Manager J. Swanson	Technical Advisor M. Chaw	Sr. Analyst E. Coughlan	Analyst D. Tryon	Support					
2023 Hourly Billing Rates:	\$295	\$275	\$230	\$170	\$155	\$95					
<b>PHASE 1</b>											
1 Conduct kickoff meeting	2	4	2	2	2	0	12		\$2,800		2.6%
2 Data collection and analysis	0	12	2	8	40	0	62		\$11,320		10.7%
3 Identify the cost of service	0	4	2	8	16	0	30		\$5,400		5.1%
4 Determine level of cost recovery	2	4	0	8	16	0	30		\$5,530		5.2%
5 Fee comparison to neighboring communities	2	4	0	8	16	0	30		\$5,530		5.2%
6 External Customer/Stakeholder interviews	2	16	4	0	0	0	22		\$5,910		5.6%
7 Staffing needs analysis	2	16	16	8	8	0	50		\$11,270		10.6%
8 Technology surcharge issue paper	2	0	8	0	4	0	14		\$3,050		2.9%
<b>Phase Subtotal</b>	<b>12</b>	<b>60</b>	<b>34</b>	<b>42</b>	<b>102</b>	<b>0</b>	<b>250</b>	<b>\$0</b>	<b>\$50,810</b>		<b>47.8%</b>
<b>PHASE 2</b>											
9 Best practices review of current business processes	2	24	2	4	4	0	36		\$8,950		8.4%
10 Review fee structures and incentives for development	2	16	2	4	4	0	28		\$6,750		6.4%
11 Council study session (on site)	2	8	8	0	0	0	18	\$500	\$5,130		4.8%
<b>Phase Subtotal</b>	<b>6</b>	<b>48</b>	<b>12</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>82</b>	<b>\$500</b>	<b>\$20,830</b>		<b>19.6%</b>
<b>PHASE 3</b>											
12 Presentation of study results (on site)	2	8	8	0	0	0	18	\$500	\$5,130		4.8%
13 Prepare draft report	2	16	4	8	48	0	78		\$14,710		13.8%
14 City review and comment	0	0	0	0	0	0	0		\$0		0.0%
15 Prepare final report	2	4	0	4	8	0	18		\$3,610		3.4%
16 Prepare draft fees ordinance	2	4	4	0	8	0	18		\$3,850		3.6%
<b>Phase Subtotal</b>	<b>8</b>	<b>32</b>	<b>16</b>	<b>12</b>	<b>64</b>	<b>0</b>	<b>132</b>	<b>\$500</b>	<b>\$27,300</b>		<b>25.7%</b>
17 Project administration	2	8	2	0	0	8	20		\$4,010		3.8%
18 Monthly check in meetings (30 mins ea)	0	4	4	4	4	0	16		\$3,320		3.1%
<b>Administration Subtotal</b>	<b>2</b>	<b>12</b>	<b>6</b>	<b>4</b>	<b>4</b>	<b>8</b>	<b>36</b>	<b>\$0</b>	<b>\$7,330</b>		<b>6.9%</b>
<b>Total Project Budget</b>	<b>28</b>	<b>152</b>	<b>68</b>	<b>66</b>	<b>178</b>	<b>8</b>	<b>500</b>	<b>\$1,000</b>	<b>\$ 106,270</b>		<b>100%</b>
	\$8,260	\$41,800	\$15,640	\$11,220	\$27,590	\$760		\$1,000	\$ 106,270		



## PROJECT SCHEDULE

Tasks	Oct/23	Nov/23	Dec/23	Jan/24	Feb/24	Mar/24	Apr/24	May/24	Jun/24
1 Conduct kickoff meeting									
2 Data collection and analysis									
3 Identify the cost of service									
4 Determine level of cost recovery									
5 Fee comparison to neighboring communities									
6 External Customer/Stakeholder interviews									
7 Staffing needs analysis									
8 Technology surcharge issue paper									
9 Best practices review of current business processes									
10 Review fee structures and incentives for development									
11 Council study session (on site)									
12 Presentation of study results (on site)									
13 Prepare draft report									
14 City review and comment									
15 Prepare final report									
16 Prepare draft fees ordinance									
17 Project administration									
18 Monthly check in meetings (30 mins ea)									

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2023

PRODUCER <b>SHINSTROM &amp; NORMAN INC</b> PO Box 638 Kirkland, WA 98083 (425) 827-6200	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED <b>FINANCIAL CONSULTING SOLUTIONS GROUP, INC.</b> 7525 166TH AVENUE NE, STE #D-215 REDMOND, WA 98052	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC#</th> </tr> <tr> <td>INSURER A: <b>LIBERTY MUTUAL INS. CO.</b></td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC#	INSURER A: <b>LIBERTY MUTUAL INS. CO.</b>		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC#												
INSURER A: <b>LIBERTY MUTUAL INS. CO.</b>													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	BKW58035312	09/20/23	09/20/24	EACH OCCURRENCE \$ <b>1,000,000</b>
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR <b>NO DEDUCTIBLE</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
A		AUTOMOBILE LIABILITY	BAA58035312	09/20/23	09/20/24	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <b>NO DEDUCTIBLE</b>				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY	USO58035312	09/20/23	09/20/24	EACH OCCURRENCE \$ <b>2,000,000</b>
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>				AGGREGATE \$ <b>2,000,000</b> \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	BKW58035312	09/20/23	09/20/24	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below <b>WASH. STOP GAP</b>				E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>2,000,000</b>
A		OTHER <b>BUSINESS PERSONAL PROPERTY</b>	BKW58035312	09/20/23	09/20/24	<b>SPEC FORM / RC \$250,507 LIMIT \$500 DEDUCTIBLE</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

### RE: OPERATIONS

THE CERTIFICATE HOLDER (S) ARE INCLUDED AS ADDITIONAL INSURED PER ATTACHED FORM CG8810. INCLUDES WAIVER OF SUBROGATION.

### CERTIFICATE HOLDER

**CITY OF SPOKANE**  
**DEVELOPMENT SERVICES CENTER**  
**808 W. Spokane Falls Blvd.**  
**Spokane, WA 99201**

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **45** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
9/21/2023

<b>PRODUCER</b>  SHINSTROM & NORMAN INC PO Box 638 Kirkland, WA 98083 (425)827-6200	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURED</b>  FINANCIAL CONSULTING SOLUTIONS GROUP, INC. 7525 166TH AVENUE NE, SUITE D-215 REDMOND, WA 98052	<b>INSURERS AFFORDING COVERAGE</b>  INSURER A: STARSTONE NATIONAL INSURANCE CO. INSURER B: NAIC: 25496 INSURER C: INSURER D: INSURER E:

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$												
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$												
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN AUTO ONLY: EA ACC \$ AGG \$												
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$												
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"><input type="checkbox"/> WC STATUTORY LIMITS</td> <td style="width:15%;"><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	<input type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$	E.L. DISEASE - EA EMPLOYEE		\$	E.L. DISEASE - POLICY LIMIT		\$
<input type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER																
E.L. EACH ACCIDENT		\$															
E.L. DISEASE - EA EMPLOYEE		\$															
E.L. DISEASE - POLICY LIMIT		\$															
<b>A</b>	<b>OTHER</b>  <b>PROFESSIONAL LIABILITY</b>	MEO00052441P12 CLAIMS MADE FORM	09/20/23	09/20/24	\$2,000,000 EACH CLAIM \$4,000,000 AGGREGATE \$ 5,000 DEDUCTIBLE												

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RETROACTIVE DATE: 7/26/1988

<b>CERTIFICATE HOLDER</b>	ADDITIONAL INSURED; INSURER LETTER:	<b>CANCELLATION</b>
CITY OF SPOKANE DEVELOPMENT SERVICES CENTER 808 W. Spokane Falls Blvd. Spokane, WA 99201		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>45</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### INDEX

<u>SUBJECT</u>	<u>PAGE</u>
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY - ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	3
ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT	3
PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	8

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

#### A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

#### B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) Less than 52 feet long; and
  - (b) Not being used to carry persons or property for a charge.

#### C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

#### D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

**9.a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

#### **E. MEDICAL PAYMENTS EXTENSION**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

**(b)** The expenses are incurred and reported within three years of the date of the accident; and

#### **F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

**b.** Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

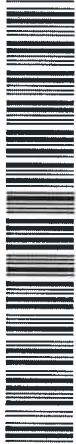
2. Paragraph **1.d.** is replaced by the following:

**d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

#### **G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT**

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

**a.** Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or



- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
  - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
  - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
  - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.



b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

**I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE  
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

#### **K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES**

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, 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 until the expiration of the policy period in which the entity was acquired or formed by you;
  - 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.
  - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

#### **L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES**

Under **Section IV - Commercial General Liability Conditions**, the following is added to **Condition 6. Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

#### **M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under **Section IV - Commercial General Liability Conditions**, the following is added to **Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

#### **N. LIBERALIZATION CLAUSE**

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

#### **O. BODILY INJURY REDEFINED**

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

**P. EXTENDED PROPERTY DAMAGE**

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



STATE OF WASHINGTON

# BUSINESS LICENSE

Profit Corporation

FINANCIAL CONSULTING SOLUTIONS GROUP, INC.  
FCS GROUP  
7525 166TH AVE NE STE D215  
REDMOND WA 98052-7871

UNEMPLOYMENT INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

Issue Date: Jul 21, 2023

Unified Business ID #: 601098550

Business ID #: 001

Location: 0002

Expires: Jul 31, 2024

### CITY/COUNTY ENDORSEMENTS:

- KELSO GENERAL BUSINESS - NON-RESIDENT #B010106 - ACTIVE
- PASCO GENERAL BUSINESS - NON-RESIDENT #29935 - ACTIVE
- BAINBRIDGE ISLAND GENERAL BUSINESS - NON-RESIDENT #45707 - ACTIVE
- KIRKLAND GENERAL BUSINESS - NON-RESIDENT #OBL-0000717 - ACTIVE
- RIDGEFIELD GENERAL BUSINESS - NON-RESIDENT (EXPIRES 2/29/2024) - ACTIVE
- BELLINGHAM GENERAL BUSINESS #026486 - ACTIVE
- BLAINE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- ISSAQUAH GENERAL BUSINESS - NON-RESIDENT #BUS03-00726 - ACTIVE
- NEWCASTLE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- OLYMPIA GENERAL BUSINESS - NON-RESIDENT #8159 - ACTIVE
- PORT TOWNSEND GENERAL BUSINESS - NON-RESIDENT #7769 - ACTIVE
- RICHLAND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- SAMMAMISH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- SPOKANE VALLEY GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- SULTAN GENERAL BUSINESS - NON-RESIDENT - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 601098550 001 0002

FINANCIAL CONSULTING SOLUTIONS GROUP, INC.  
FCS GROUP  
7525 166TH AVE NE STE D215  
REDMOND WA 98052-7871

STATE OF WASHINGTON

FOLD HERE

FOLD HERE

- UNEMPLOYMENT INSURANCE - ACTIVE
- INDUSTRIAL INSURANCE - ACTIVE
- TAX REGISTRATION - ACTIVE
- KELSO GENERAL BUSINESS - NON-RESIDENT #B010106 - ACTIVE
- PASCO GENERAL BUSINESS - NON-RESIDENT #29935 - ACTIVE
- BAINBRIDGE ISLAND GENERAL BUSINESS - NON-RESIDENT #45707 - ACTIVE
- KIRKLAND GENERAL BUSINESS - NON-RESIDENT #OBL-0000717 - ACTIVE
- RIDGEFIELD GENERAL BUSINESS -

Expires: Jul 31, 2024

Director, Department of Revenue



STATE OF WASHINGTON

# BUSINESS LICENSE

Profit Corporation

FINANCIAL CONSULTING SOLUTIONS GROUP, INC.  
FCS GROUP  
7525 166TH AVE NE STE D215  
REDMOND WA 98052-7871

CITY/COUNTY ENDORSEMENTS:

- SUMNER GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- WOODINVILLE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- VANCOUVER GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12051365BUS - ACTIVE
- FRIDAY HARBOR GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- SEATAC GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- MERCER ISLAND GENERAL BUSINESS - NON-RESIDENT #200500 - ACTIVE
- FEDERAL WAY GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- YAKIMA GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- BURIEN GENERAL BUSINESS - NON-RESIDENT #07358 - ACTIVE
- REDMOND GENERAL BUSINESS #RED88-000135 - ACTIVE
- BREMERTON GENERAL BUSINESS - NON-RESIDENT #30878 - ACTIVE
- ARLINGTON GENERAL BUSINESS - NON-RESIDENT (EXPIRES 11/30/2023) - ACTIVE
- OAK HARBOR GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:

No person, or business, or those under their control, shall cause or allow the discharge of unauthorized pollutants (e.g. chemicals, oils, detergents, or wastewater) into a City of Redmond storm water drainage system, surface water bodies or groundwater.

Issue Date: Jul 21, 2023

Unified Business ID #: 601098550

Business ID #: 001

Location: 0002

Expires: Jul 31, 2024

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 601098550 001 0002

FINANCIAL CONSULTING SOLUTIONS GROUP, INC.  
FCS GROUP  
7525 166TH AVE NE STE D215  
REDMOND WA 98052-7871

STATE OF WASHINGTON

FOLD HERE

FOLD HERE

- UNEMPLOYMENT INSURANCE - ACTIVE
- INDUSTRIAL INSURANCE - ACTIVE
- TAX REGISTRATION - ACTIVE
- KELSO GENERAL BUSINESS - NON-RESIDENT #B010106 - ACTIVE
- PASCO GENERAL BUSINESS - NON-RESIDENT #29935 - ACTIVE
- BAINBRIDGE ISLAND GENERAL BUSINESS - NON-RESIDENT #45707 - ACTIVE
- KIRKLAND GENERAL BUSINESS - NON-RESIDENT #OBL-0000717 - ACTIVE
- RIDGEFIELD GENERAL BUSINESS -

Expires: Jul 31, 2024

Director, Department of Revenue



STATE OF WASHINGTON

# BUSINESS LICENSE

Profit Corporation

FINANCIAL CONSULTING SOLUTIONS GROUP, INC.  
FCS GROUP  
7525 166TH AVE NE STE D215  
REDMOND WA 98052-7871

Not licensed to hire minors without a Minor Work Permit.

Issue Date: Jul 21, 2023

Unified Business ID #: 601098550

Business ID #: 001

Location: 0002

Expires: Jul 31, 2024

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 601098550 001 0002

FINANCIAL CONSULTING SOLUTIONS GROUP, INC.  
FCS GROUP  
7525 166TH AVE NE STE D215  
REDMOND WA 98052-7871

STATE OF WASHINGTON

FOLD HERE

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE  
INDUSTRIAL INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE  
KELSO GENERAL BUSINESS - NON-RESIDENT #B010106 - ACTIVE  
PASCO GENERAL BUSINESS - NON-RESIDENT #29935 - ACTIVE  
BAINBRIDGE ISLAND GENERAL BUSINESS - NON-RESIDENT #45707 - ACTIVE  
KIRKLAND GENERAL BUSINESS - NON-RESIDENT #OBL-0000717 - ACTIVE  
RIDGEFIELD GENERAL BUSINESS -

Expires: Jul 31, 2024

Director, Department of Revenue

## IMPORTANT!

### PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

#### General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at [dor.wa.gov](http://dor.wa.gov) if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

#### Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)



**Agenda Sheet for City Council Meeting of:**  
10/09/2023

<b>Date Rec'd</b>	9/27/2023
<b>Clerk's File #</b>	OPR 2023-1014
<b>Renews #</b>	

<b>Submitting Dept</b>	WASTEWATER MANAGEMENT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	MIKE LOWDON 625-7909	<b>Project #</b>	
<b>Contact E-Mail</b>	MLOWDON@SPOKANECITY.ORG	<b>Bid #</b>	IPWQ #5948-23
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	CR 25430
<b>Agenda Item Name</b>	4310 SEWER MAINTENANCE, CONTRACT FOR SEWER PIPE CHEMICAL ROOT CONTROL		

**Agenda Wording**

Seeking approval for a contract with Duke's Root Control, Inc. to provide routine maintenance for Sewer Pipe Chemical Root Control.

**Summary (Background)**

IPWQ 5948-23. One quote was received by the closing deadline. Award is recommended to Duke's Root Control as the low responsive, responsible bidder.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Expense \$ 50,000 including applicable taxes

Select \$

Select \$

Select \$

**Budget Account**

# 4310-30210-35141-54201-99999

#

#

#

**Approvals**

<b>Dept Head</b>	GENNETT, RAYLENE
<b>Division Director</b>	FEIST, MARLENE
<b>Finance</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	BEATTIE, LAUREN
<b>For the Mayor</b>	JONES, GARRETT

**Council Notifications**

<b>Study Session\Other</b>	PIES 9/25/2023
<b>Council Sponsor</b>	CP Kinnear

**Distribution List**

sspence@spokanecity.org
mldowdon@spokanecity.org
jmontague@spokanecity.org

**Purchasing**

PRINCE, THEA	Tax & Licenses
	tprince@spokanecity.org



## Committee Agenda Sheet

### Public Infrastructure, Environment, & Sustainability Committee

<b>Submitting Department</b>	4310 – Wastewater Maintenance
<b>Contact Name &amp; Phone</b>	Mike Lowdon, 509.625.7909
<b>Contact Email</b>	mldowdon@spokanecity.org
<b>Council Sponsor(s)</b>	CP Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	4310 Wastewater Maintenance, Contractor for Sewer Pipe Chemical Root Control
<b>Summary (Background)</b>	<p>The City’s Wastewater Maintenance Department sought for a contractor for Sewer Pipe Chemical Root Control to provide routine maintenance.</p> <p>IPWQ 5948-23 One quote was received by the closing deadline. Award is recommended to Duke’s Root Control as the low responsive, responsible bidder.</p>
<b>Proposed Council Action &amp; Date:</b>	Approval
<p><b>Fiscal Impact:</b>            Total Cost: <u>\$50,000 plus applicable taxes</u>            Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Funding Source    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring            Specify funding source: Wastewater budget</p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts</b>	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>This work will be completed on an as-needed basis throughout the City of Spokane.</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>The completion of this work is not impacted by demographic disparities.</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p>	

This work has been used reliably for many years and remains specified according to 'tried and true' results.

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 contract is procured in accordance with City of Spokane Plans as well as City Purchasing policies.



**City of Spokane**  
**PUBLIC WORKS AGREEMENT**  
Title: **ROUTINE MAINTENANCE  
SEWER PIPE CHEMICAL ROOT CONTROL**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **DUKE’S ROOT CONTROL, INC.**, whose address is 1020 Hiawatha Blvd., West Syracuse, New York 13204 as (“Contractor”), individually hereafter referenced as a “Party”, and together as the “Parties”.

*WHEREAS, the purpose of this Agreement is for Routine Maintenance Sewer Pipe Chemical Root Control; and*

*WHEREAS, the Contractor was selected through an Informal Public Works Quote #5948-23 issued by the City;*

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

**1. TERM OF AGREEMENT.**

The term of this Contract begins on September 1, 2023, and ends on August 31, 2024, unless amended by written agreement or terminated earlier under the provisions. Contract renewals or extensions shall be initiated at the sole discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.

Price adjustments within the consumer price index for the City’s locale may be entertained only upon the contractor’s request at the time of annual renewal.

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

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

**3. SCOPE OF WORK.**

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

The Contractor shall provide the following Work for the City:

**Application of a chemical root control agent as defined in IPWQ #5948-23 to sanitary sewer lines, manholes, and catch basins in combined sewer areas in order to kill root growth present in those lines and to inhibit re-growth without permanently damaging the vegetation producing roots.**

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

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

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Contractor shall submit its applications for payment to Wastewater Maintenance, 909 East Sprague Avenue, Spokane, Washington 99202. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. All invoices should include the City Clerk's File No. "OPR 2023-XXXX" and an approved L & I Intent to Pay Prevailing Wage number.

#### **5. PUBLIC WORK MAINTENANCE.**

The following public work maintenance requirements apply to the work under this Contract:

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State Department of Labor and Industries, prior to any payments and each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.
- B. A payment/performance bond is NOT required.
- C. Statutory retainage is NOT required.

#### **6. PREVAILING WAGES MULTI-YEAR CONTRACTS AND EXTENSIONS.**

For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620

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

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement.

It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

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

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

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

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

#### **10. 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.

#### **11. INSURANCE.**

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

The Contractor shall be a Washington State registered or licensed Contractor, as well as licensed with the Washington Department of Agriculture, at time of bid submittal.

**A. Pollution Liability Insurance** shall be provided by the Contractor in addition to all other insurance specified herein. **At the time of contract award**, the Contractor shall submit written evidence of pollution liability coverage from an "A" rated insurance company. This coverage shall protect the Contractor, the City and the City's officers, agents, and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property and/or the environment, which may arise directly out of the use of chemicals and/or pollution. The minimum amount of such insurance shall be \$5,000,000 total loss;

**B. 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;

**C. General Liability Insurance** on an occurrence basis, with a total occurrence limit of not less than \$10,000,000 for bodily injury and property damage. It shall include pesticide or herbicide applicator coverage, premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract;

**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 the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and

**E. 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 thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **12. FEES FOR WASHINGTON'S LABOR & INDUSTRY (L&I) FILINGS.** (Section 6 above).

Reimbursement for the fees paid by the Contractor for the approval of "Statements of Intent to Pay Prevailing Wages" and certification of "Affidavits of Wages Paid" by the industrial statistician of the State Department of Labor and Industries will be added to the amounts due the Contractor. The Contractor will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Contractor will be required to submit to the City, prior to final acceptance of the work, a list of its subcontractors at all tiers and have their "Statements of Intent to Pay Prevailing Wages" on file with the City.

### **13. SUBCONTRACTOR RESPONSIBILITY.**

- A. The Contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW [39.04.350](#). The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  2. Have a current Washington Unified Business Identifier (UBI) number;
  3. If applicable, have:
    - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    - b. A Washington Employment Security Department number, as required in Title 50 RCW;
    - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - d. An electrical contractor license, if required by Chapter 19.28 RCW;
    - e. An elevator contractor license, if required by Chapter 70.87 RCW.
  4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

### **14. INDEPENDENT CONTRACTOR.**

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

**15. ASSIGNMENT AND SUBCONTRACTING.**

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

**16. TERMINATION.**

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

**17. STANDARD OF PERFORMANCE.**

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

**18. ANTI KICK-BACK.**

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

**19. CONSTRUAL.**

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

**20. DEBARMENT AND SUSPENSION.**

The Contractor has provided its certification (**see Exhibit A attached**) 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.

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

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

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



**21. MISCELLANEOUS PROVISIONS.**

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

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

**DUKE'S ROOT CONTROL, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_

Title

\_\_\_\_\_

Title

Attest:

Approved as to form:

\_\_\_\_\_

City Clerk

\_\_\_\_\_

Assistant City Attorney

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

Exhibit A – Certification Regarding Debarment

Exhibit B – Duke’s Root Control – Bid Response with Bid and Scope of Work dated July 20, 2023.

U2023-070a

**EXHIBIT A**

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

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

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

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

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

**EXHIBIT B**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/06/2023

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).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No. Ext):</b> 1-877-945-7378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	<b>FAX (A/C, No):</b> 1-888-467-2378
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Duke's Root Control, Inc. 400 Airport Rd, Unit E Elgin, IL 60123	<b>INSURER A:</b> Nautilus Insurance Company <b>INSURER B:</b> Starr Indemnity & Liability Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
	<b>NAIC #</b> 17370 38318	

**COVERAGES**

CERTIFICATE NUMBER: W30058806

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:		Y	ECP2039143-10	12/08/2022	12/08/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			1000679525221	12/08/2022	12/08/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ Included BODILY INJURY (Per accident) \$ Included PROPERTY DAMAGE (Per accident) \$ Included
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000			FFX2039144-10	12/08/2022	12/08/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	100 0005190	12/08/2022	12/08/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Pollution Liability</b>			ECP2039143-10	12/08/2022	12/08/2023	See Below

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

Pollution Liability  
 Limit \$1,000,000 Each Pollution Condition - CPL  
 Deductible \$25,000 Each Pollution Condition Per Occurrence

City of Spokane, its officers and employees are included as Additional Insureds as respects to General Liability.

**CERTIFICATE HOLDER**

City of Spokane  
 909 E Sprague Ave  
 Spokane, WA 99202

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.

< Business Lookup

**License Information:**

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

**Entity name:** DUKE'S ROOT CONTROL, INC.

**Business name:** DUKE'S ROOT CONTROL, INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 602-226-097

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 400 AIRPORT RD  
STE E  
ELGIN IL 60123-9368

**Mailing address:** 1020 HIAWATHA BLVD W  
SYRACUSE NY 13204-1118

**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
<a href="#">Kirkland General Business - Non-Resident</a>	OBL28761			Active	Aug-31-2024	Sep-09-2018
<a href="#">Mercer Island General Business - Non-Resident</a>	210507			Active	Aug-31-2024	May-04-2021
<a href="#">Olympia General Business - Non-Resident</a>	46533			Active	Aug-31-2024	Aug-15-2022
<a href="#">Pesticide Dealer</a>				Active	Aug-31-2024	May-30-2018
<a href="#">Spokane General Business - Non-Resident</a>				Active	Aug-31-2024	Sep-06-2018

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

Governing people	Title

**Governing people****Title**

BOYKO, BRADEN

BRIDGNELL, CHRIS

FISHBUNE, MATTHEW

GONZALEZ, CRYSTAL

HARROD, MICHELLE

HUGHES, KEVIN

KOONCE, MIKE

MONK, DEAN

OWENS, RICHELLE

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

DUKE'S ROOT CONTROL, INC.

Active

Jan-17-2003

The Business Lookup information is updated nightly. Search date and time: 9/8/2023 12:09:06 PM

**Contact us**

How are we doing?

**Take our survey!**

Don't see what you expected?

**Check if your browser is supported**

## Bid Response Summary

**Bid Number** IPWQ 5948-23  
**Bid Title** Sewer Pipe Chemical Root Control (Re-Bid)  
**Due Date** Wednesday, July 26, 2023 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Duke's Root Control  
**Submitted By** Valerie Kiehl - Thursday, July 20, 2023 11:20:58 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 bids@dukes.com

**Comments**

**Question Responses**

Group	Reference Number	Question	Response
Default Item Group			
	BACKGROUND	The City of Spokane is seeking a contractor for Sewer Pipe Chemical Root Control.	I acknowledge
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications.	I acknowledge
	QUALIFICATION	Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge
	CONTRACT TERM AND VALUE	This contract shall be awarded to the low, responsive bidder for an initial term of one (1) calendar year, during which time all pricing shall be firm. The initial contract shall be written not to exceed \$50,000, including all taxes and expenses, and the funding shall be allocated according to the unit prices on the Pricing Page as needed by Wastewater Maintenance Department personnel. The contract may be extended at mutual agreement for four (4) additional one-year terms, with the total contract term not to exceed five (5) years. Price adjustments within the consumer price index for the City's locale may be entertained only upon the contractor's request at the time of annual renewal.	I acknowledge
	EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	I acknowledge



GUARANTEE	For each section treated under the Contract, the Contractor shall guarantee the work as follows: At the City's discretion, the Contractor shall either retreat a section or refund 100% of the payment received for the treatment of the section in the event that live roots are found in the section within six (6) months after application or the section plugs up/floods due to tree root obstructions within a period of two (2) years beginning on the date of treatment. Retreatment, which shall be performed at no charge in honor of the guarantee, shall not extend the expiration date of the guarantee. This guarantee applies to stoppages caused by live tree roots only. It does not apply to stoppages caused by grease or other foreign matter; flat, collapsed or deformed pipe; or flooding caused by a surcharged or plugged sewer section downstream. This guarantee applies to main line sewers only. The Contractor is not responsible for damage by main line stoppages. The decision of the City as to the cause of the stoppage is binding.	I acknowledge
PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge
REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	I acknowledge
CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	I acknowledge
EMPLOYEES PER JOB	Please indicate how many employees the contractor feels is standard to perform each job.	3-4
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (\$0.00) for each and every day the Work remains uncompleted.	I acknowledge
CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response.	Valerie Kielp, Opportunity Coordinator bids@dukes.com 400 Airport Road, Suite E, Elgin, IL 60123
ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	
INSURANCE	During the term of the contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge
a.	Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00;	I acknowledge

b.	General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premise and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract;	I acknowledge
b. i.	Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$1,500,000.00 in order to meet the insurance coverages required under this Contract.	I acknowledge
c.	Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and	I acknowledge
d.	Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.00 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I acknowledge
e.	Pollution Liability Insurance shall be provided by the Contractor in addition to all other insurance specified herein. At the time of contract award, the Contractor shall submit written evidence of pollution liability coverage from an "A" rated insurance company. This coverage shall protect the Contractor, the City and the City's officers, agents and employees from claims for damages to property and/or the environment, which may arise directly out of the use of chemicals and/or pollution. The minimum amount of such insurance shall be \$5,000,000 total loss.	I agree and I acknowledge
INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificate(s) of Insurance to the City upon award determination. The certificate shall specify the City of Spokane as "additional insured" and all parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.	I acknowledge
SCOPE OF WORK		
1.	Application of a chemical root control agent as defined in the technical specifications below to sanitary sewer lines, manholes, and catch basins in combined sewer areas in order to kill root growth present in those lines and to inhibit re-growth without permanently damaging the vegetation producing roots.	I acknowledge

2.	A City representative shall accompany the Contractor's crew and/or sewer system drawings will be provided illustrating the locations to be treated. The City shall provide for the entering of private and public lands, as well as right-of-ways. The City shall locate and uncover hidden or buried manholes and restore street surfaces, easements, etc. If necessary, the City shall provide a source of fresh water at a location or locations to be designated by the City. The City shall provide and place proper traffic warning devices to protect job sites and prevent accident or personal injury to the public.	I understand and I agree
3.	Use of any substitute or equivalent procedures, methods, or materials must be clearly indicated upon bid submission and approved by the City in writing prior to contract award.	I understand and I agree
4.	Ideally, this work will be completed in 2023. However, in the event that schedules and weather conditions will not allow, this work may be completed in the Spring of 2024.	I understand and I agree
5.	Work under the contract resulting from this bid shall be started within ten (10) business days after the notification to proceed. All work shall be finished within thirty (30) calendar days of each individual project start date.	I understand and I agree
<b>TECHNICAL SPECIFICATIONS</b>		
1.	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work.	I acknowledge
2.	The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	I agree & I acknowledge
3.	The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.	I agree & I acknowledge
4.	The active ingredient (herbicide) in the chemical root control agent shall be Diquat, Methan-Sodium, or Dichiobenil. The agent submitted for use shall be registered with the EPA and the Washington Department of Agriculture prior to the bid submission deadline and shall be labeled for use in sewers to control tree roots. The agent shall also contain a surfactant system to deliver the active ingredient to the target root issue.	To be supplied
5.	The active ingredient in the chemical root control agent shall also meet the following requirements for environmental and human safety: 1. It shall be a non-volatile compound in order to minimize inhalation exposure. 2. It shall not be readily absorbed through the skin.	To be supplied
6.	The surfactant system contained in the root control product used must meet the following requirements: 1. It shall produce a dense, small bubble, clinging foam which sustains its shape for a minimum of one (1) hour. 2. It shall enhance the penetration of herbicide into root masses.	To be supplied

7.	All work shall be performed according to label instructions and in accordance with the best recommended practice for conditions present in the line under treatment. All applications shall be done by foaming or other methods as provided on the product label.	To be supplied
8.	The Contractor shall use a reduced-pressure-zone backflow prevention device whenever accessing fresh water for mixing chemicals.	To be supplied
9.	The application of material shall be performed in such a way as to contact roots within the primary main line sewer to be treated. Effort will also be made to penetrate secondary lateral sewers in order to contact roots residing in the "wye" connections. The foam shall be pumped into the sewer under pressure and as a foam. Foam quality shall be sufficient to penetrate "wye" connections, effectively treat large diameter pipe, and enhance treatment effectiveness overall.	To be supplied
10.	The Contractor shall guarantee all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall, as weather conditions allow, immediately place the work in a satisfactory condition and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	To be supplied
11.	A Washington State Certified pesticide applicator shall be on the job site at all times. All work shall be performed by Certified Pesticide Applicators licensed with the Washington Department of Agriculture. The Certified Pesticide Applicators shall have a minimum three (3) years experience in performing this type of work and shall have treated a minimum of 50,000 linear feet as a Certified Pesticide Applicator either personally or under the direct supervision of a Certified Pesticide Applicator. A minimum of two (2) current Certified Pesticide Applicator license numbers must be submitted with each bid.	To be supplied
12.	The Contractor shall make available to the City upon request a recent study from an accredited research facility documenting the effects of the product to be used on Wastewater Treatment Plant processes. At a minimum, this study shall address the toxicity of the product on Wastewater Treatment Plant biota, including nitrifiers and denitrifiers, and the toxicity of the product on treatment plant effluent.	To be supplied
<b>PUBLIC WORKS REQUIREMENTS</b>		
A.	The work under this contract is classified as routine maintenance under state law.	I acknowledge
1.	A payment/performance bond is NOT required	I acknowledge
2.	Statutory retainage is NOT required	I acknowledge
B.	Prevailing Wage	Yes

1.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge
2.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: <a href="https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx">https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx</a> . Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.	I acknowledge
C.	Apprenticeship	No
1.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge
D.	Statement of Intent	Yes
1.	The Contractor and 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 work or 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. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge
E.	Filing Fees	Yes

1.	The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is twenty dollars (\$20) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.	I acknowledge
F.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes
1.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 - indicate whether you are exempt, have taken the training or have not taken the training.	have taken training
G.	Prevailing Wages Multi-Year Contracts and Extensions	Yes
1.	For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620	I acknowledge and I agree
GENERAL CONDITIONS		
#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	I acknowledge
#2	If you are taking any exceptions to the General Conditions - please document those here.	None
BID		
Bid Offer	Sewer line chemical root control, including all labor, materials, equipment, and associated costs shall be paid at the unit price per linear foot of each size pipe. Unit prices are to be computed per linear foot manhole to manhole. Unit prices shall be given for sewer manholes and catch basins. Estimated footages provided for tabulation purposes only. These estimates are not necessarily indicative of the work to be completed upon contract, though they do reflect which sizes are most common. If any pipe sizes listed on the Pricing Page cannot be serviced, please clearly indicate that in the comments area.	I acknowledge
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	0
Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge
Subcontractors	Download and complete the Subcontractor List in the "Documents" tab and upload it.	Subcontractor List under \$1M_Dukes.pdf
Catch Basin	Catch Basin - Approximately 10' Deep x 48"	I acknowledge
Manhole	Manhole - Approximately 12' Deep x 48"	I acknowledge
CONTRACTOR RESPONSIBILITY		
1.	Washington State Contractor's Pesticide Business License Number	CCDUKESRC973LZ UBI: 602-226-097
2.	USEPA Root Control Agent Registration Number	94625-3

3.	Washington Certified Pesticide Applicators - Name & Certification Number - List two (2) minimum	Gary Roberts - 57156 Mark Lawler - 48357
4.	Contractor Employee Certificates of Completion of Confined Space Entry Training - Attach two (2) minimum, Federal Code 29 CFR 1910.146. (You can only upload one (1) document here so save the two certificates as one document before uploading)	CFE Certificates_Dukes.pdf
5.	Provide Washington State Contractor's Registration No.	CCDUKESRC973LZ
6.	Federal Department of Transportation (DOT) Contractor Number	1559146
7.	Provide Contractor's U.B.I. Number	UBI: 602-226-097
8.	Provide Contractor's Washington Employment Security Department Number	UBI: 602-226-097
9.	Provide Contractor's Washington Excise Tax Registration Number	UBI: 602-226-097
10.	Provide Contractor's City of Spokane Business Registration Number	210507
*	The Contractor shall comply with all Federal, State and Local laws with special attention to those laws that pertain to the handling, transportation, and use of any hazardous materials and disposal of pesticide containers. Particular attention should be paid to those laws regulating transport of material (DOT), the application of sewer root control herbicides (US EPA), and traffic safety regulations.	I agree and I acknowledge
**	Upload material EPA Registration here	USEPA Registration Letter.pdf
***	The Contractor is responsible for all property damage and for all clean up and restoration costs associated with any chemical spill. Should the Contractor cause any damage to public or private property, the Contractor will be required to make immediate repairs. However, the City may elect to make repairs or replacements of damaged property and deduct the cost from money due or to become due the Contractor under any contracts resulting from this bid.	I agree and I acknowledge
****	The Contractor shall take all necessary and appropriate steps to prevent adverse effects on Wastewater Treatment Plant processes during the application process. In the event that a Wastewater Treatment Plant experiences any reduction in operating efficiency during the execution of work resulting from this bid, the Contractor shall immediately suspend all applications at the direction of the City. Applications shall resume only after all problems have been resolved to the satisfaction of the City.	I agree and I acknowledge
POLYCHLORINATED BIPHENYLS (PCBs)		

1.	In accordance with SMC 7.06.172(A), the respondent certifies that the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	No
2.	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	YES
3.	If so, were PCBs found at a measurable level?	NO
4.	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	YES
5.	If so, note from whom the results can be obtained	WA State
6.	Do you have reason to believe the product contains measurable levels of PCBs?	NO
7.	Do you have reason to believe the product packaging contains measurable levels of PCBs?	NO
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		
#1	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge

### Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Default Item Group								
	1.	6" Pipe Size	Base	If	5,000.00	\$1.62	\$8,100.00	
	2.	8" Pipe Size	Base	If	10,000.00	\$1.62	\$16,200.00	
	3.	10" Pipe Size	Base	If	10,000.00	\$1.62	\$16,200.00	
	4.	12" Pipe Size	Base	If	3,000.00	\$1.72	\$5,160.00	
	5.	15" Pipe Size	Base	If	1,000.00	\$2.15	\$2,150.00	
	6.	18" Pipe Size	Base	If	500.00	\$2.87	\$1,435.00	
	7.	21" Pipe Size	Base	If	500.00	\$3.58	\$1,790.00	



8.	24" Pipe Size	Base	If	100.00	\$4.29	\$429.00
9.	36" Pipe Size	Base	If	100.00	\$4.29	\$429.00
<b>Total Base Bid</b>		\$51,893.00				

Training Certificate  
Permit Required Confined Space  
CFR 29 1910.146

AWARDED TO:

Gary Roberts



For Successfully Completing The Duke's Root Control Permit  
Required Confined Space Classroom Training Program

A handwritten signature in blue ink, appearing to read "Vincent Baudo", is written over a horizontal line.

December 17, 2015

VINCENT BAUDO-INSTRUCTOR

Training Certificate  
Permit Required Confined Space  
CFR 29 1910.146

AWARDED TO:

Mark Lawler



For Successfully Completing The Duke's Root Control Permit  
Required Confined Space Classroom Training Program

A handwritten signature in blue ink, appearing to read "Vincent Baudo", is written over a horizontal line.

December 17, 2015

VINCENT BAUDO-INSTRUCTOR



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, DC 20460

OFFICE OF CHEMICAL SAFETY  
AND POLLUTION PREVENTION

November 12, 2019

Ms. Maryanne Geisbush  
Regulatory Consultant  
Duke's Root Control, Inc.  
c/o Pyxis Regulatory Consulting Inc.  
4110 136<sup>th</sup> St. Ct. NW  
Gig Harbor, WA 98332

Subject: Notification per PRN 98-10 – Adding alternate brand name and updating company information  
Product Name: Razorooter II  
EPA Registration Number: 94625-3  
Application Date: October 9, 2019  
Decision Number: 557010

Dear Ms. Geisbush:

The Agency is in receipt of your Application for Pesticide Notification under Pesticide Registration Notice (PRN) 98-10 for the above referenced product. The Registration Division (RD) has conducted a review of this request for its applicability under PRN 98-10 and finds that the action requested falls within the scope of PRN 98-10.

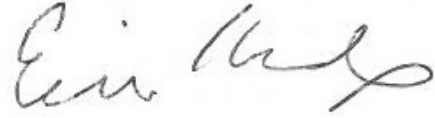
The alternate brand name Razorooter has been added to the product record.

Should you wish to add/retain a reference to the company's website on your label, then please be aware that the website becomes labeling under the Federal Insecticide Fungicide and Rodenticide Act and is subject to review by the Agency. If the website is false or misleading, the product would be misbranded and unlawful to sell or distribute under FIFRA section 12(a)(1)(E). 40 CFR 156.10(a)(5) list examples of statements EPA may consider false or misleading. In addition, regardless of whether a website is referenced on your product's label, claims made on the website may not substantially differ from those claims approved through the registration process. Therefore, should the Agency find or if it is brought to our attention that a website contains false or misleading statements or claims substantially differing from the EPA approved registration, the website will be referred to the EPA's Office of Enforcement and Compliance.

If you have any questions, you may contact please contact BeWanda Alexander at (703)347-0313 or by email at [alexander.bewanda@epa.gov](mailto:alexander.bewanda@epa.gov).

Page 2 of 2  
EPA Reg. No. 94625-3  
Decision No. 557010

Sincerely,

A handwritten signature in black ink, appearing to read "Erik Kraft". The signature is fluid and cursive, with a large initial "E" and a long, sweeping tail.

Erik Kraft, Product Manager 24  
Fungicide and Herbicide Branch  
Registration Division (7505P)  
Office of Pesticide Programs

Enclosure

[Note to reviewer: [Text] in brackets denotes optional text].

# RAZORROOTER II™

[Alternate Brand Name: RAZORROOTER®]

For use to control tree root intrusions in sanitary sewers, storm drains, and other drainage systems.

<b>ACTIVE INGREDIENT:</b>	<b>By Weight</b>
Diquat dibromide [6,7-dihydrodiprido (1,2-a:2',1'-c) pyrazinedium dibromide] .....	37.3%
<b>OTHER INGREDIENTS:</b> .....	<u>62.7%</u>
<b>TOTAL:</b> .....	100.0%

This product contains 2-lbs. diquat cation per gal. as 3. 73 lbs. salt per gal.

## KEEP OUT OF REACH OF CHILDREN CAUTION

<u>FIRST AID</u>	
<b>Have the product container or label with you when calling a poison control center or doctor, or going for treatment.</b>	
If in eyes:	<ul style="list-style-type: none"> <li>• Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li> <li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>
If swallowed:	<ul style="list-style-type: none"> <li>• Call a poison control center or doctor immediately for treatment advice.</li> <li>• Have a person sip a glass of water if able to swallow.</li> <li>• Do not induce vomiting unless told to so by the poison control center or doctor.</li> <li>• Do not give anything by mouth to an unconscious person.</li> </ul>
If on skin or clothing:	<ul style="list-style-type: none"> <li>• Take off contaminated clothing.</li> <li>• Rinse skin immediately with plenty of water for 15-20 minutes.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>
If inhaled:	<ul style="list-style-type: none"> <li>• Move person to fresh air.</li> <li>• If person is not breathing call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>
<u>Hot Line Number</u>	
For 24-hour Emergency medical assistance call Prozar: 1-800-291-7661.	
<b>Note to Physician:</b> Call Prozar 1-800-291-7661 at any hour to obtain toxicology information and a diquat analysis. To be effective, treatment for diquat poisoning must be performed IMMEDIATELY. Treatment consists of binding diquat in the gut with suspensions of activated charcoal or bentonite clay, administration of cathartics to enhance elimination and removal of diquat from the blood by charcoal hemoperfusion or continuous hemodialysis.	

See [Side/Back/Other] Panel for Additional Precautionary Statements

EPA Reg. No. 64898-894625-3

EPA Est. No. XXXXX-XX-XXX

Net Contents: \_\_\_\_\_

Made in U.S.A.

~~Sewer Sciences, Inc. Duke's Root Control, Inc. (DRC)-(SS)~~

1020 Hiawatha Blvd. West

Syracuse, NY 13204

### NOTIFICATION

94625-3

The applicant has certified that no changes, other than those reported to the Agency have been made to the labeling. The Agency acknowledges this notification by letter dated:

11/12/2019

## PRECAUTIONARY STATEMENTS

### Hazards to Humans

CAUTION: Harmful if inhaled. Harmful if swallowed. Causes moderate eye irritation. Avoid breathing spray mist. Remove and wash contaminated clothing before reuse. Wash thoroughly with soap and water after handling and before eating, drinking, chew gum or using tobacco. Avoid contact with eyes or clothing. Wear protective eyewear. Wear long sleeve shirt and long pants, socks, shoes and gloves.

### Personal Protective Equipment (PPE)

Applicators and other handlers must wear:

- Coveralls over short-sleeved shirt and short pants.
- Chemical-resistant gloves.
- Chemical-resistant footwear plus socks.
- Protective eyewear.
- Chemical-resistant apron when cleaning equipment, mixing, or loading.
- A dust/mist filtering respirator (MSHA/NIOSH approval number prefix TC-21C).

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

**EXCEPTION:** If a closed system is used during mixing, dilution, product transportation, and cleaning, and applications will be made to closed, subsurface sewers and drains, and the product will be diluted in the closed system with water at a ratio of at least 1 part product to 50 parts water prior to use, then applicators, mixers, loaders, and other handlers may wear:

- Short sleeved shirt-and-long-pants
- Shoes plus socks
- Waterproof gloves

### Emergency Information

For spill, leak, fire, exposure, or accident, call CHEMTREC at **1-800-424-9300**.

### Environmental Hazards

This pesticide is toxic to aquatic invertebrates. Keep out of lakes, ponds, and streams. Do not apply directly to water bodies, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwaters. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance. Keep off lawns and plants, as they may be severely injured. Foam should be shoveled off planted areas immediately rather than washing off with water.

Notify appropriate wastewater agency prior to use of this product so that it may monitor the operations of the wastewater treatment plant.

#### User Safety Recommendations

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.
- Do not enter manholes or other confined space areas adjacent to treated areas until all foam or spray has dried and always use full Federal and State OSHA mandated procedures for confined space entry.

## PRODUCT INFORMATION

RAZORROOTER II™ is uniquely suited to sewer applications. RAZORROOTER II™ is a soluble liquid designed to control tree roots in sewer, on contact. RAZORROOTER II™ is a non-selective herbicide, which works on all varieties of tree roots and will not harm above-ground vegetation, when applied according to label instructions. RAZORROOTER II™ is not volatile, and will not produce toxic gases.

### DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

Do not use in potable water systems. Do not use in storm, field or other drains unless effluent is treated in a sanitary sewer system.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. Refer to the personal protective equipment information under Precautionary Statements and use all required protective clothing and equipment.

RAZORROOTER II™ may be applied directly to sewers either as a high-pressure spray or as a foam. RAZORROOTER II™ may be applied in conjunction with herbicides, surfactants and foaming agents available through [FPL-DRC](#). RAZORROOTER II™ is not compatible with anionic surfactants.

Consider pipe size, sewer flow, lateral conditions, line obstructions, and severity of root intrusion in selecting proper application technique.

**Mixing Instructions**

Before mixing, determine the scope of work, including pipe size and overall lineal footage, while assessing field conditions. Using the charts below as guidance, determine the amount of solution required for the job.

Small Diameter Pipes

Total Gallons Prepared Solution	Treatment Area (Lineal Feet) per Pipe Diameter				
	4"	6"	8"	10"	12"
10	300'	140'	80'	50'	35'
100	3000'	1400'	800'	500'	350'
200	6000'	2800'	1600'	1000'	700'
300	9000'	4200'	2400'	1500'	1050'

Large Diameter Pipes

Total Gallons Prepared Solution	Treatment Area (Lineal Feet) per Pipe Diameter								
	15"	18"	21"	24"	27"	30"	36"	42"	48"
10	35'	27'	23'	20'	17'	15'	12'	11'	10'
100	350'	270'	230'	200'	170'	150'	120'	110'	100'
200	700'	540'	460'	400'	340'	300'	240'	220'	200'
300	1000'	810'	690'	600'	510'	450'	360'	330'	300'

Prepare solution by mixing at a rate of 2 quarts of RAZORROOTER II™ per 100 gallons of water. Use only clean, fresh water to prepare the solution. Prepare enough solution to complete the job, or to fill the solution tank, whichever is less. Use solution promptly after mixing.

If foaming method will be used, add the amount of foaming agent required to produce 20 gallons of foam per gallon of solution, as prepared above. Only use foam-making equipment approved by [FPL-DRC](#), and additives approved by [FPL-DRC](#) which specifically state "for use with RAZORROOTER II™" on the label. RAZORROOTER II™ is not compatible with anionic surfactants.

**Spray Application**

Prepared RAZORROOTER II™ solution may be sprayed into sewers at various pressures and flow rates, depending upon the capabilities of the application equipment. Do not exceed the equipment manufacturer's recommendations for pressures and flow rates.

Begin at downstream sections of the area to be treated. Insert the spray discharge hose through the length of the pipeline intended for treatment. Spray the prepared RAZORROOTER II™ solution under pressure as the hose is retrieved. Retrieve the discharge hose at a rate sufficient to contact and saturate all root masses in the pipeline with RAZORROOTER solution, applying to the point of runoff. Monitor tank level and solution flow rate to calibrate discharge hose retrieval rate, in order to evenly apply all prepared solution.

Treat large pipes (15" or larger in diameter) with a hose fitted with skids designed to elevate the discharge nozzle. This will center the discharge nozzle in the pipe and enhance performance. Contact [FPL-DRC](#) to obtain skids, if needed.

Treat manholes by retrieving hose vertically while spraying walls to the point of runoff. Do not re-enter manholes until sprays have dried.

**Foam Application**

Mixing prepared RAZORROOTER II™ solution with foam during application extends contact time of roots with product, and helps product to reach roots in lateral connections. Foam application equipment used with RAZORROOTER II™ must be approved by [FPL-DRC](#) and used only by applicators trained to operate the equipment. Training in RAZORROOTER II™ application by foam is available from [FPL-DRC](#).



Begin at downstream sections of the area to be treated. Insert the spray discharge hose through the length of the pipeline intended for treatment. Spray the prepared RAZOROOTER II™ solution and foam under pressure as the hose is retrieved.

Treat manholes by applying a 3" layer of foam to walls while retrieving hose vertically. Do not re-enter manholes until foam has dried.

**Building Laterals:** Building laterals may be treated using the foaming method by injecting the foam via flow-through inflatable cleanout plugs. Cap or plug all drain lines, cleanouts, and fixtures that tie into the line being treated. Determine the lateral pipe size and length and operate equipment for the time it takes to produce the required amount of foam. Use caution to prevent plug blow out.

## STORAGE & DISPOSAL

Do not contaminate water, food or feed by storage, disposal or cleaning of equipment. Open dumping is prohibited.

**Pesticide Storage:** Keep pesticide in original container. Do not put concentrate or dilute into food or drink containers. Do not contaminate feed, foodstuffs or drinking water. Do not store or transport near feed or food. Store at temperature above 32°F. For help with any spill, leak, fire or exposure involving this material; call CHEMTREC (1-800-424-9300).

**Pesticide Disposal:** Pesticide wastes are acutely hazardous. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal Law. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

**Container Disposal [less than 5 gallons]:** Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use and disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

**Container Handling [Bulk/Mini-Bulk]:** Refillable container. Refill this container with pesticide only. Do not reuse this container for any other purpose. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the person refilling. To clean container before final disposal, empty the remaining contents from this container into application equipment or mix tank. Fill the container about 10 percent full with water. Agitate vigorously or recirculate water with the pump for 2 minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing procedure two more times. Then offer for recycling if available or puncture and dispose of container in a sanitary landfill, or by incineration, or by other procedures allowed by state and local authorities.

**Container Precautions:** Before refilling, inspect thoroughly for damage, such as cracks, punctures, bulges, dents, abrasions and damaged or worn threads on closure devices.

**Refill Only With RAZOROOTER II™.** The contents of this container cannot be completely removed by cleaning. Refilling with materials other than RAZOROOTER II™ will result in contamination and may weaken container.

After filling and before transporting, check for leaks.

Do not refill or transport damaged or leaking container.

CONTAINER IS NOT SAFE FOR FOOD, FEED OR DRINKING WATER.

## WARRANTY STATEMENT

[SSI+DRC](#) and Seller warrant that this product conforms to its chemical description and is reasonably fit for the purpose stated on the label when used in accordance with the directions and instructions specified on the label under normal conditions of use, but neither this warranty nor any other warranty of merchantability or fitness for a particular purpose, express or implied, extends to the use of this product contrary to label instructions, or under abnormal conditions, or under conditions not reasonably foreseeable to [SSI+DRC](#) or Seller, and buyer assumes the risk of any such use.

[RAZOROOTER II™ is a trademark of [SSI+DRC](#).]

[RAZOROOTER® is a trademark of DRC.]

[20191009]

**SUBCONTRACTOR LIST**

**PROJECT NAME:** IPWQ 5948-23 Sewer Pipe Chemical Root Control

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

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

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

AMOUNT \_\_\_\_\_

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

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

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

AMOUNT \_\_\_\_\_

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

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

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

AMOUNT \_\_\_\_\_

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

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

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

AMOUNT \_\_\_\_\_

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

X  NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



**Agenda Sheet for City Council Meeting of:**  
10/09/2023

<b>Date Rec'd</b>	9/26/2023
<b>Clerk's File #</b>	OPR 2020-0863
<b>Renews #</b>	

<b>Submitting Dept</b>	ENGINEERING SERVICES	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DAN BULLER 625-6391	<b>Project #</b>	2021059
<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	MASTER
<b>Agenda Item Name</b>	0370 – CONSTRUCTION MANAGEMENT ON-CALL CONTRACT INCREASE - PARAMETRIX		

**Agenda Wording**

Contract amendment to increase contract cost to the Parametrix, Inc. construction management on-call contract.

**Summary (Background)**

The on-call contract with Parametrix is for two years with a one year option to extend, which is ending December 31, 2023. The original contract amount of \$800,000.00 has nearly been exhausted therefore Engineering Services requests an additional \$60,000.00 for a new contract total of \$860,000.00.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 60,000.00

Select \$

Select \$

Select \$

**Budget Account**

# VARIOUS

#

#

#

**Approvals**

<b>Dept Head</b>	BULLER, DAN
<b>Division Director</b>	FEIST, MARLENE
<b>Finance</b>	ORLOB, KIMBERLY
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	JONES, GARRETT

**Council Notifications**

<b>Study Session\Other</b>	PIES 9/25/23
<b>Council Sponsor</b>	Kinnear

**Distribution List**

eraea@spokanecity.org
publicworksaccounting@spokanecity.org
kgoodman@spokanecity.org
ddaniels@spokanecity.org
dbuller@spokanecity.org
jradams@spokanecity.org
Signee: Roger Flint rflint@parametrix.com; CC KJ Hanley khanley@parametrix.com

**Additional Approvals**

**Purchasing**

# Committee Agenda Sheet

## PIES

<b>Submitting Department</b>	Public Works, Engineering
<b>Contact Name</b>	Dan Buller
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> 625-6391
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	X Consent <input type="checkbox"/> Discussion      Time Requested: _____
<b>Agenda Item Name</b>	Additional funds for construction management on-call contract with Parametrix
<b>Summary (Background)</b>	<ul style="list-style-type: none"> <li>• Engineering Services has “on-call” contracts with various consultants for specialized engineering or related services (geotech engineering., surveying, historic resources, electrical engineering, real estate acquisition, landscape architect, surveying, general civil design and construction management) associated with the City’s public works projects. These firms are selected based on qualifications as required by RCW 39. These agreements typically last from 2-3 years.</li> <li>• The City’s contract with Parametrix for construction management in the amount of \$800,000 is nearly out of funds and so Engineering Services will be requesting additional funds in the amount of \$200,000.</li> <li>• Funds expended under this contract are reimbursed by the public works contract for which the consultant is hired, generally state or federal loans/grants.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	For council consideration. This contract dollar increase will be placed on council agenda following consideration at PIES.
<b>Fiscal Impact:</b> Total Cost: <u>\$200,000</u> Approved in current year budget?      X Yes <input type="checkbox"/> No      N/A  Funding Source      X One-time <input type="checkbox"/> Recurring Specify funding source: Varies by project. Costs incurred under the proposed contracts will be paid as part of each public works project for which the consultant is used.  Expense Occurrence      X One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

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

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

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

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

The projects is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street improvement activities.

# Expenditure Control Form



- 1. All requests being made, including those against master agreements, must be accompanied by this form.
- 2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
- 3. Route **ALL** requests to the Division Director first and then the CFO for signature.
- 4. The CFO will route for signature to the City Administrator.

**Today's Date:** 9/26/23      **Type of expenditure:** Professional services   Goods    Services   
**Department:** Engineering Services  
**Approving Supervisor:** Dan Buller

**Amount of Proposed Expenditure:** \$60,000 (increase to current \$800,000 contract limit)  
 Is this against a master agreement? If yes, please provide the number:

**Funding Source** Funds expended are reimbursed by the PW contract for which the cons. is hired.

**Please verify correct funding sources. Indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

This requested increase is for an on-call construction management consultant which supplements Eng. Services staff when internal staffing levels are insufficient for the number of PW projects to be built in a given year. Funds authorized by the original contract have nearly been expended. +

**What are the impacts if expenses are deferred?**

Eng. Services employees will not be able to seek the assistance of a qualified construction management consultant in which PW construction projects will need to be delayed.

**What alternative resources have been considered?**

There are none. The city's Engineering Services dept can only manage so many construction contracts in a given year with existing staffing so periodically must seek outside assistance.

**Description of the goods or service and any additional information?**

Construction management expertise.

**Person Submitting Form/Contact:** Brittany Kraft, bkraft@spokanecity.org

**Division Director:**  
*Marlene Faist*

**CFO Signature:**  
*Tonya Wallace*

**City Administrator Signature:**

**Additional Comments:**









# ECF - Engineering Services Construction Management On-Call Services Budget Increase

Final Audit Report

2023-09-26

Created:	2023-09-26
By:	Brittany Kraft (bkraft@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAug0p7FfldY-ejp773Q2ZemIFknGECi4

## "ECF - Engineering Services Construction Management On-Call Services Budget Increase" History

-  Document created by Brittany Kraft (bkraft@spokanecity.org)  
2023-09-26 - 8:44:00 PM GMT- IP address: 174.31.101.171
-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature  
2023-09-26 - 8:44:29 PM GMT
-  Email viewed by Marlene Feist (mfeist@spokanecity.org)  
2023-09-26 - 9:53:52 PM GMT- IP address: 155.190.3.6
-  Document e-signed by Marlene Feist (mfeist@spokanecity.org)  
Signature Date: 2023-09-26 - 9:54:01 PM GMT - Time Source: server- IP address: 155.190.3.6
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
2023-09-26 - 9:54:02 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
2023-09-26 - 9:56:40 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
Signature Date: 2023-09-26 - 10:03:19 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.  
2023-09-26 - 10:03:19 PM GMT



**City of Spokane**  
**CONTRACT AMENDMENT**  
**Title: 2021-2022 CONSTRUCTION  
MANAGEMENT ON-CALL CONSULTING**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **PARAMETRIX**, whose address is 835 North Post Street, Suite 201, Spokane, Washington 99201 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the parties entered into a Contract wherein the Consultant agreed provide 2021-2022 CONSTRUCTION MANAGEMENT ON-CALL CONSULTING SERVICES; and*

*WHEREAS, additional funds are needed, 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 December 7, 2020, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

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

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00)**, plus applicable sales tax, 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.



**PARAMETRIX**

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

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

\_\_\_\_\_  
Title

Attest:

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

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Approved as to form:

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



**Agenda Sheet for City Council Meeting of:**  
10/09/2023

<b>Date Rec'd</b>	9/26/2023
<b>Clerk's File #</b>	OPR 2020-0838
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	2021060
<b>Bid #</b>	
<b>Requisition #</b>	MASTER

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	DAN BULLER 625-6391
<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0370 – HISTORICAL RESOURCES ON-CALL CONTRACT INCREASE – TIERRA

**Agenda Wording**  
Contract amendment to increase contract cost to the Historical Resources On-Call Contract.

**Summary (Background)**  
The on-call contract with Tierra Right of Way Services, Ltd. is for two years with a one year option to extend, which is ending on December 31, 2023. The original contract amount of \$200,000.00 is nearly exhausted, therefore Engineering Services requests an additional \$100,000.00 for a new contract total of \$300,000.00.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 100,000.00	# VARIOUS
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	BULLER, DAN	<b>Study Session\Other</b>	PIES 9/25/23
<b>Division Director</b>	FEIST, MARLENE	<b>Council Sponsor</b>	Kinnear
<b>Finance</b>	ORLOB, KIMBERLY	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE	eraea@spokanecity.org	
<b>For the Mayor</b>	JONES, GARRETT	publicworksaccounting@spokanecity.org	
<b>Additional Approvals</b>		kgoodman@spokanecity.org	
<b>Purchasing</b>		ddaniels@spokanecity.org	
		dbuller@spokanecity.org	
		jradams@spokanecity.org	
		SIGNEE:	

# Committee Agenda Sheet

## PIES

<b>Submitting Department</b>	Public Works, Engineering
<b>Contact Name</b>	Dan Buller
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> 625-6391
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	X Consent <input type="checkbox"/> Discussion      Time Requested: _____
<b>Agenda Item Name</b>	Additional funds for historic resources management on-call contract with Tierra Right of Way
<b>Summary (Background)</b>	<ul style="list-style-type: none"> <li>Engineering Services has “on-call” contracts with various consultants for specialized engineering or related services (geotech engineering., surveying, historic resources, electrical engineering, real estate acquisition, landscape architect, surveying, general civil design and construction management) associated with the City’s public works projects. These firms are selected based on qualifications as required by RCW 39. These agreements typically last from 2-3 years.</li> <li>The City’s contract with Tierra Right of Way, the City’s historic resources in the amount of \$200,000 is nearly out of funds and so Engineering Services will be requesting additional funds in the amount of \$100,000.</li> <li>Funds expended under this contract are reimbursed by the public works contract for which the consultant is hired, generally state or federal loans/grants.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	For council consideration. This contract dollar increase will be placed on council agenda following consideration at PIES.
<b>Fiscal Impact:</b> Total Cost: <u>\$100,000</u> Approved in current year budget?      X Yes <input type="checkbox"/> No      N/A  Funding Source      X One-time <input type="checkbox"/> Recurring Specify funding source: Varies by project. Costs incurred under the proposed contracts will be paid as part of each public works project for which the consultant is used.  Expense Occurrence      X One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

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

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

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

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

The projects is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street improvement activities.

# Expenditure Control Form



1. All requests being made, including those against master agreements, must be accompanied by this form.
2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
3. Route **ALL** requests to the Division Director first and then the CFO for signature.
4. The CFO will route for signature to the City Administrator.

**Today's Date:** 9/26/23      **Type of expenditure:** Professional services   Goods    Services   
**Department:** Engineering Services  
**Approving Supervisor:** Dan Buller

**Amount of Proposed Expenditure:** \$100,000 (increase to current \$200,000 contract limit)  
 Is this against a master agreement? If yes, please provide the number:

**Funding Source** Funds expended are reimbursed by the PW contract for which the cons. is hired.

**Please verify correct funding sources. Indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

This requested increase is for the on-call historic resources consultant which supports Eng. Services staff when historic resources are encountered on public works projects, usually during excavation. Funds authorized by the original contract have nearly been expended. +

**What are the impacts if expenses are deferred?**

Eng. Services employees will not be able to seek the assistance of a qualified consultant to address legal requirements when historic resources are encountered on public works projects.

**What alternative resources have been considered?**

There are none. The city does not employ people qualified to respond when historic resources are encountered, usually during excavation.

**Description of the goods or service and any additional information?**

Historic resource expertise.

**Person Submitting Form/Contact:** Brittany Kraft, bkraft@spokanecity.org

**Division Director:**  
*Marlene Feist*

**CFO Signature:**  
*Tonya Wallace*

**City Administrator Signature:**

**Additional Comments:**









# ECF - Engineering Services Historic Resources On-Call Budget Increase

Final Audit Report

2023-09-26

Created:	2023-09-25
By:	Brittany Kraft (bkraft@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2LyWHotlAteXVTLxZ5llope2pf5Qo7C_h

## "ECF - Engineering Services Historic Resources On-Call Budget Increase" History

-  Document created by Brittany Kraft (bkraft@spokanecity.org)  
2023-09-25 - 11:10:03 PM GMT- IP address: 174.31.125.208
-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature  
2023-09-25 - 11:10:32 PM GMT
-  Email viewed by Marlene Feist (mfeist@spokanecity.org)  
2023-09-26 - 5:32:21 PM GMT- IP address: 155.190.3.6
-  Document e-signed by Marlene Feist (mfeist@spokanecity.org)  
Signature Date: 2023-09-26 - 5:32:28 PM GMT - Time Source: server- IP address: 155.190.3.6
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
2023-09-26 - 5:32:29 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
2023-09-26 - 5:58:59 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
Signature Date: 2023-09-26 - 5:59:20 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.  
2023-09-26 - 5:59:20 PM GMT



**City of Spokane**  
**CONTRACT AMENDMENT**  
**Title: 2021-2022 HISTORIC RESOURCE  
ON-CALL SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **TIERRA RIGHT OF WAY SERVICES, LTD.**, whose address is 1575 East River Drive, Suite 201, Tucson, Arizona 85718 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Consultant agreed provide 2021-2022 HISTORIC RESOURCE ON-CALL SERVICES to the City; and*

*WHEREAS, additional funds are needed, 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 January 5, 2021, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

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

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, plus applicable sales tax, 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.

**TIERRA RIGHT OF WAY SERVICES, LTD.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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





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

10/09/2023

<b>Date Rec'd</b>	9/26/2023
<b>Clerk's File #</b>	OPR 2023-1015
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	SOURCEWELL
<b>Requisition #</b>	CR# 25449

<b>Submitting Dept</b>	INNOVATION & TECHNOLOGY SERVICES
<b>Contact Name/Phone</b>	MICHAEL SLOON 625-6468
<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5300 RUBICON GLOBAL, LLC ANNUAL SOFTWARE MAINTENANCE AND SUPPORT

**Agenda Wording**

Contract with Rubicon Global LLC. who provides route management and telematics solutions for the City. Contract term October 1, 2023 through September 30, 2024, for a total cost of \$157,819.00 plus applicable sales tax.

**Summary (Background)**

The City originally selected Rubicon Global, LLC through RFP #4430-18 to provide route management and telematics solutions. The City will be utilizing Sourcewell Contract# 020221-RUB moving forward. This technology provides paperless routing, navigation, route optimization, service confirmations, exception flagging, photo capabilities, vehicle reports, and additional data collection. The 2022 cost was \$173,479.00 plus tax.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense	\$ 52,080.30 + Sales tax	# 4500-44200-37148-54201
Expense	\$ 105,738.70 + Sales tax	# 4500-45100-37148-54201
Select	\$	#
Select	\$	#

**Budget Account**

**Approvals**

<b>Dept Head</b>	MARTINEZ, LAZ
<b>Division Director</b>	MARTINEZ, LAZ
<b>Finance</b>	BUSTOS, KIM
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	JONES, GARRETT

**Council Notifications**

<b>Study Session\Other</b>	CM Bingle
<b>Council Sponsor</b>	PIES Committee 9/25/2023

**Distribution List**

Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org
Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org
IT - itadmin@spokanecity.org
Tax & Licenses
Review - ivan.ginsberg@rubicon; Signee -

		conor.riffle@rubicon.com
--	--	--------------------------

## Committee Agenda Sheet

### Public Infrastructure, Environmental & Sustainability (PIES)

<b>Submitting Department</b>	Innovation and Technology Services Division
<b>Contact Name &amp; Phone</b>	Michael Sloon, 625-6468
<b>Contact Email</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 09/25/2023
<b>Agenda Item Name</b>	Rubicon Global, LLC Annual Software Maintenance and Support
<b>Summary (Background)</b>	The City originally selected Rubicon Global, LLC through RFP #4430-18 to provide route management and telematics solutions. This technology provides paperless routing, navigation, route optimization, service confirmations, exception flagging, photo capabilities, vehicle reports, and additional data collection. Contract term October 1, 2023 through September 30, 2024, for a total cost of \$157,819.00 plus applicable tax. The 2022 cost was \$173,479.00 plus tax.
<b>Proposed Council Action &amp; Date:</b>	Approval of Council on October 9, 2023.
<b>Fiscal Impact:</b> Total Cost: \$157,819.00 plus tax Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring – Annual  Specify funding source: 4500-44200-37148-54201: \$52,080.30 4500-45100-37148-54201: \$105,738.70  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring - Annual  Other budget impacts: NA	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – annual software maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our solid waste collections management and telematics system for Solid Waste Management and Streets.	

# Expenditure Control Form



- 1. All requests being made, including those against master agreements, must be accompanied by this form.
- 2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
- 3. Route **ALL** requests to the Division Director first and then the CFO for signature.
- 4. The CFO will route for signature to the City Administrator.

Today's Date: 9/15/23

Type of expenditure:

Goods  Services

Department: ITSD

Approving Supervisor: Michael Sloon

Amount of Proposed Expenditure: \$157,819.00

Is this against a master agreement? If yes, please provide the number:

Funding Source ITSD General Fund

**Please verify correct funding sources. Indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

This expenditure is required annually per our contract with Rubicon Global, LLC in support of the Route Management and Telematics System.

**What are the impacts if expenses are deferred?**

The City will not have vendor support for maintenance and hosting of the City's Route Management and Telematics Systems.

**What alternative resources have been considered?**

There are no other alternatives.

**Description of the goods or service and any additional information?**

Rubicon Global supports and hosts the City's Route Management and Telematics System which is utilized by the Solid Waste Management Department.

Person Submitting Form/Contact: Peggy Lund

Division Director:

CFO Signature:

City Administrator Signature:

Garrett Jones (Sep 19, 2023 16:02 PDT)

Additional Comments:












# Rubicon Expenditure Control Form 2023.pdf

Final Audit Report

2023-09-19

Created:	2023-09-15
By:	Carlos Plascencia (cplascencia@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXqzCG23BYUwd8bYByNOJsvE12vUrNETn

## "Rubicon Expenditure Control Form 2023.pdf" History

-  Document created by Carlos Plascencia (cplascencia@spokanecity.org)  
2023-09-15 - 9:36:18 PM GMT- IP address: 24.17.169.86
-  Document emailed to Michael Sloon (msloon@spokanecity.org) for signature  
2023-09-15 - 9:38:15 PM GMT
-  Email viewed by Michael Sloon (msloon@spokanecity.org)  
2023-09-16 - 12:40:39 PM GMT- IP address: 104.28.116.90
-  Document e-signed by Michael Sloon (msloon@spokanecity.org)  
Signature Date: 2023-09-17 - 4:16:54 PM GMT - Time Source: server- IP address: 98.97.116.13
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
2023-09-17 - 4:16:55 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
2023-09-19 - 4:46:14 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
Signature Date: 2023-09-19 - 4:46:55 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2023-09-19 - 4:46:57 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2023-09-19 - 11:01:54 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2023-09-19 - 11:02:35 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.  
2023-09-19 - 11:02:35 PM GMT



**City of Spokane**

**CONTRACT**

Title: **MASTER SOFTWARE SERVICES AGREEMENT**

THIS CONTRACT is between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **RUBICON GLOBAL, LLC**, a Delaware limited liability company, whose address is 950 East Paces Ferry Road, Suite 1900, Atlanta, Georgia 30326 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide Solid Waste Collections Management and Telematics System in accordance with Company’s Master Software Services Agreement, attached as Exhibit B and selected through Sourcewell Contract #020221-RUB. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall begin October 1, 2023, and run through September 30, 2024, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by agreement of the parties not to exceed four (4) additional one (1) year contract period.
3. **COMPENSATION.** Compensation under this Contract shall not exceed **ONE HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED NINETEEN AND NO/100 DOLLARS (\$157,819.00) per contract period**, 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 Company’s application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party’s prior written consent.

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

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

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

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

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

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

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

and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

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

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

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

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

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

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public



records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

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

**RUBICON GLOBAL, LLC**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

Attachments that are part of this Agreement:  
Exhibit A – Certificate Regarding Debarment  
Exhibit B – Company's Master Software Services Agreement

23-176

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

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

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

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

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

**EXHIBIT B**

ADDENDUM B

PRICING PROPOSAL

The proposed RUBICONSmartCity cost is for 100 vehicles in SPOKANE, WA’S sanitation fleet. A breakdown of all costs have been included below:

100 Vehicles		
	<i>UNITS</i>	<i>COST</i>
<b>Total Annual Recurring</b>		<b>\$157,819.00</b>
<b>RUBICONSmartCity Software</b>		<b>\$157,819.00</b>
Portal & Mobile App Software License (Solid Waste Software)	100 Device Licenses	\$157,819.00
Y1		\$157,819.00
<b>TOTAL CONTRACT VALUE</b>		<b>\$157,819.00</b>

**RUBICONSmartCity Software**

**What’s Included in Portal & Mobile App Software License (Solid Waste):**

**Annual Recurring Cost - \$157,819.00**

- Unlimited city staff access to the RUBICONSmartCity Solid Waste Portal (Software)
- Mobile App Licenses
- External hosting in a secure cloud environment
- All personnel training, hardware and software maintenance and warranty
- Access to all currently available features and software updates and upgrades
  - This includes in field supervisor application, as well as all Mobile App and Portal developments as they become publicly available

**Extensions**

The fees for any extensions or renewals beyond Year 3 may be adjusted no more than once in twelve (12) months by the percentage change between the Consumer Price Index baseline (“CPI Baseline”) and the most recently available Consumer Price Index for all Urban Consumers – U.S. City Average – Services (“CPI”) as published by the Bureau of Labor Statistics, at the time of the price review and adjustment. The month and year of the initial CPI Baseline are August, 2023.

## **Line Item Add-Ons for Additional RUBICONSmartCity Technology**

Should the City wish to add additional technology, devices, or services during the course of the contract, the City may purchase these off of the list below, which is also available on Sourcewell. Rubicon can provide additional discounts off these list prices at its discretion

<b>RUBICONSmartCity Add-On Line Item Pricing</b>		
<b>Professional Services: One Time Cost</b>		
	<i>UNITS</i>	<i>COST</i>
Rubicon Y Installation	Per Vehicle	\$86.52
API Integration	Per Hour	\$173.05
Launcher Training/Implementation	Per Hour	\$173.05
Fleet Optimization	Per Vehicle	\$1,730.47
<b>Software + Hardware: Annual Recurring Cost</b>		
	<i>UNITS</i>	<i>COST</i>
<b>RUBICONSmartCity Software</b>		
Portal & Mobile App Software License (Solid Waste Software)	Per Device License	\$1,562.41
Portal & Mobile App Software License (Snow Software)	Per Device License	\$1,121.35
<b>Rubicon X</b>		
iPhone + Mobile Data	Per Device	\$1,121.35
iPad Tablets + Mobile Data	Per Device	\$996.75
<b>Rubicon Y</b>		
Y Hardware (Telematics)	Per Device	\$215.96
Vehicle Gateways	Per Device	\$0.00
License for Vehicle Gateways	Per License	\$0.00



< Business Lookup

**License Information:**

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

**Entity name:** RUBICON GLOBAL, LLC

**Business name:** RUBICON GLOBAL LLC

**Entity type:** [Limited Liability Company](#)

**UBI #:** 604-181-657

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 335 MADISON AVE  
FL 4  
NEW YORK NY 10017-4675

**Mailing address:** 335 MADISON AVE  
FL 4  
NEW YORK NY 10017-4675

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

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

**Endorsements**

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Spokane General Business - Non-Resident</a>				Active	Sep-30-2023	May-10-2018

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

Governing people	Title
MEYER, WILLIAM D	
RUBICON TECHNOLOGIES, LLC	

**Registered Trade Names**

Registered trade names	Status	First issued
RUBICON	Active	Aug-24-2021

---

**Contact us**

How are we doing?

**Take our survey!**

Don't see what you expected?

**Check if your browser is supported**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/4/2023

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).

<b>PRODUCER</b> Newfront Insurance Services 777 Mariners Island Blvd Suite 250 San Mateo, CA 94404  www.newfront.com	<b>CONTACT NAME:</b> Cert Request <b>PHONE (A/C, No, Ext):</b> 650-488-8565 <b>E-MAIL ADDRESS:</b> TechCertRequest@newfront.com	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Rubicon Global, LLC 100 West Main St. Suite #610 Lexington, KY 40507	<b>INSURER A:</b> Atlantic Specialty Insurance Company		27154
	<b>INSURER B:</b> Lloyds of London		
	<b>INSURER C:</b>		
	<b>INSURER D:</b> Allied World Assurance Co (U.S.) Inc.		19489
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 73746284

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	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			711-01-70-74-0003	4/4/2023	4/4/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			711-01-70-74-0003	4/4/2023	4/4/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Errors & Omissions W/ Cyber Primary			PRO30035360000	4/4/2023	4/4/2024	Limit: \$5,000,000
D	Pollution Liability			03112806	4/4/2023	4/4/2024	Limit \$5,000,000 Retention \$25,000

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

RE: Evidence Of Insurance.

**CERTIFICATE HOLDER****CANCELLATION**
 SmartCity  
 100 West Main Street Suite #610  
 Lexington, KY 40507

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

Rod Sockolov

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



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

10/09/2023

<b>Date Rec'd</b>	9/26/2023
<b>Clerk's File #</b>	OPR 2019-0364
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	RFP 4480-18
<b>Requisition #</b>	CR# 25447

<b>Submitting Dept</b>	INNOVATION & TECHNOLOGY SERVICES
<b>Contact Name/Phone</b>	MICHAEL SLOON 625-6468
<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5300 SYSTEMS & SOFTWARE UTILITY BILLING (ENQUESTA) ANNUAL SOFTWARE SUPPORT

**Agenda Wording**

Contract with Systems & Software for continued Annual Support and Maintenance of enQuesta, City's Utility Billing Management System. Contract term November 1, 2023 through October 31, 2024. Contract amount is \$218,643.79 plus applicable sales tax.

**Summary (Background)**

EnQuesta is the City's Utility Billing System procured via a RFP# 4480-18. The 2022 contract amount was \$205,241.74. The 2023 contract amount is \$218,643.79 plus sales tax. The increase in price is due to annual CPI and the addition of interface maintenance developed during the implementation. This will be the final renewal option from the original contract.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 218,643.79 + sales tax

Select \$

Select \$

Select \$

**Budget Account**

# 5300-73300-18850-54214

#

#

#

**Approvals**

**Dept Head** MARTINEZ, LAZ

**Division Director** MARTINEZ, LAZ

**Finance** BUSTOS, KIM

**Legal** PICCOLO, MIKE

**For the Mayor** JONES, GARRETT

**Additional Approvals**

**Purchasing** NECHANICKY, JASON

**Council Notifications**

**Study Session\Other** PIES Committee  
9/25/2023

**Council Sponsor** CM Bingle

**Distribution List**

Accounting - ywang@spokanecity.org

Contract Accounting - ddaniels@spokanecity.org

Legal - mharrington@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

jhextell@harriscomputer.com

## Committee Agenda Sheet

### Public, Infrastructure, Environmental & Sustainability (PIES)

<b>Submitting Department</b>	Innovation and Technology Services Division
<b>Contact Name &amp; Phone</b>	Michael Sloon, 625-6468
<b>Contact Email</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 09/25/2023
<b>Agenda Item Name</b>	Systems & Software (enQuesta) Utility Billing Annual Software Maintenance and Support
<b>Summary (Background)</b>	EnQuesta is the City's Utility Billing System procured via a competitive RFP process (OPR2019-0364). Contract term November 1, 2023 through October 31, 2024, for a total amount of \$218,643.79 plus sales tax. The 2022 contract amount was \$205,241.74. The increase in price is due to annual CPI and the addition of interface maintenance developed during the implementation.
<b>Proposed Council Action &amp; Date:</b>	Pass Council on October 9, 2023
<b>Fiscal Impact:</b> Total Cost: \$218,643.79 plus sales tax Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring – Annual  Specify funding source: ITSD 5300-73300-18850-54214  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring - Annual  Other budget impacts: NA	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – annual software maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service in our Utility Billing management system.	

# Expenditure Control Form



- 1. All requests being made, including those against master agreements, must be accompanied by this form.
- 2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
- 3. Route **ALL** requests to the Division Director first and then the CFO for signature.
- 4. The CFO will route for signature to the City Administrator.

Today's Date: 9/15/23

Type of expenditure:

Goods  Services

Department: ITSD

Approving Supervisor: Micheal Sloon

Amount of Proposed Expenditure: \$238,321.75 including tax

Is this against a master agreement? If yes, please provide the number:

Funding Source ITSD General Fund

**Please verify correct funding sources. Indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

This expenditure is required annually per our contract with Systems & Software in support of the Utility Billing Management System.

**What are the impacts if expenses are deferred?**

The City will not have vendor support for maintenance and hosting of the City's Utility Billing Management software.

**What alternative resources have been considered?**

There are no other alternatives.

**Description of the goods or service and any additional information?**

System's & Software supports and hosts the City's Utility Billing Management software which is utilized by several City departments.

Person Submitting Form/Contact: PEGGY LUND

Division Director:

CFO Signature:

City Administrator Signature:

  
Garrett Jones (Sep 19, 2023 16:01 PDT)

Additional Comments:











# Systems Software Expenditure Control Form 2023

Final Audit Report

2023-09-19

Created:	2023-09-15
By:	Carlos Plascencia (cplascencia@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMdfQ6buku2slbwb8M-IyQ1mJVjOuq2Yc

## "Systems Software Expenditure Control Form 2023" History

-  Document created by Carlos Plascencia (cplascencia@spokanecity.org)  
2023-09-15 - 9:39:09 PM GMT- IP address: 24.17.169.86
-  Document emailed to Michael Sloon (msloon@spokanecity.org) for signature  
2023-09-15 - 9:40:31 PM GMT
-  Email viewed by Michael Sloon (msloon@spokanecity.org)  
2023-09-16 - 12:40:39 PM GMT- IP address: 104.28.116.90
-  Document e-signed by Michael Sloon (msloon@spokanecity.org)  
Signature Date: 2023-09-17 - 4:17:57 PM GMT - Time Source: server- IP address: 98.97.116.13
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
2023-09-17 - 4:17:58 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
2023-09-19 - 4:45:28 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
Signature Date: 2023-09-19 - 4:46:07 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2023-09-19 - 4:46:08 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2023-09-19 - 10:59:26 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2023-09-19 - 11:01:39 PM GMT - Time Source: server- IP address: 198.1.39.252

✔ Agreement completed.

2023-09-19 - 11:01:39 PM GMT



**City of Spokane**  
**CONTRACT EXTENSION WITH COST**  
Title: **UTILITY INFORMATION SYSTEM,  
SUPPORT AND MAINTENANCE**

This Contract Extension additional compensation is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **SYSTEMS & SOFTWARE, INC.**, whose address is 10 East Allen Street, Suite 201, Winooski, Vermont 05404 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the parties entered into a Contract wherein the Company agreed to provide a Utility Information System and Support and Maintenance for the City; and*

*WHEREAS, the initial contract provided for three (3) additional one (1) year extensions, with this being the final extension.*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated May 23, 2019 and June 4, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Extension shall become effective on November 1, 2023.

**3. EXTENSION.**

The contract documents are hereby extended and shall run through October 31, 2024.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **TWO HUNDRED EIGHTEEN THOUSAND SIX HUNDRED FORTY-THREE AND 79/100 DOLLARS (\$218,643.79)** plus applicable tax, for everything furnished and done under this Contract Extension in accordance with Company's August 28, 2023 Invoice, attached hereto as Attachment B.

**5. DEBARMENT AND SUSPENSION.**

The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

**SYSTEMS & SOFTWARE, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Attachment A – Certification Regarding Debarment

Attachment B – Company’s August 28, 2023 Invoice

23-182

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

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

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

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

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



**ATTACHMENT B**



Please remit to:  
 62130 Collections Center Drive  
 Chicago, IL 60693-0621

Invoice  
 Date  
 Page

MN0000002280  
 8/28/2023  
 1 of 1

Bill To
City of Spokane Attn: Angela Albin-Moore 808 W Spokane Falls Blvd. Spokane, WA 99201 United States

Ship To
City of Spokane Attn: Angela Albin-Moore 808 W Spokane Falls Blvd. Spokane, WA 99201 United States

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	SPO100		LOCAL DELIVERY	MN NOV

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	ENQUESTA	CO31 - Neptune Upload and Download Maintenance: 11/1/2023 to 10/31/2024 Prorated Annual amount \$630	US\$ 661.50	US\$ 661.50
1.00	ENQUESTA	Support and Maintenance - Year 1: 11/1/2023 to 10/31/2024	US\$ 158,055.41	US\$ 158,055.41
1.00	LEAS & HOST	Hosting - Year 1: 11/1/2023 to 10/31/2024	US\$ 48,920.25	US\$ 48,920.25
1.00	ENQUESTA	CO05 Credit Refund Check Writing Interface: 11/1/2023 to 10/31/2024	US\$ 1,267.88	US\$ 1,267.88
1.00	ENQUESTA	CO08 Convert and Download Add Service Location Comments Maintenance: 11/1/2023 to 10/31/2024	US\$ 294.00	US\$ 294.00
1.00	ENQUESTA	CO09 Accela Interface Maintenance: 11/1/2023 to 10/31/2024	US\$ 808.50	US\$ 808.50
1.00	ENQUESTA	CO18 Integration with US Bank maintenance: 11/1/2023 to 10/31/2024	US\$ 6,615.00	US\$ 6,615.00
1.00	ENQUESTA	CO26 - Populate Meter Set Date and Pass to ServiceLink: 11/1/2023 to 10/31/2024	US\$ 2,021.25	US\$ 2,021.25

Please note that payment is due on or before the maintenance start date. To avoid interruptions in service, please allow 10 business days prior to the start of your term to send in your payment.

Invoice Questions? Please call Lisa Ross at 613-226-5511 ext 2192 or email LRoss@harriscomputer.com

Subtotal	US\$ 218,643.79
Misc	US\$ 0.00
Tax	US\$ 19,677.96
Freight	US\$ 0.00
Trade Discount	US\$ 0.00
Total	US\$ 238,321.75



< Business Lookup

**License Information:**

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

**Entity name:** SYSTEMS & SOFTWARE, INC.

**Business name:** SYSTEMS & SOFTWARE, INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 604-404-683

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 10 EAST ALLEN STREET  
WINOOSKI VT 05404

**Mailing address:** 10 EAST ALLEN STREET  
WINOOSKI VT 05404

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

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

**Endorsements**

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
<a href="#">Spokane General Business - Non-Resident</a>				Active	Mar-31-2024	May-02-2019

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

Governing people	Title
BENDER, JEFF	
NEALE, AMANDA	
RICHARDSON, TODD	

**Registered Trade Names**

Registered trade names	Status	First issued
SYSTEMS AND SOFTWARE INCORPORATION	Active	Jul-03-2019

[View Additional Locations](#)

**Contact us**

How are we doing?

**Take our survey!**

Don't see what you expected?

**Check if your browser is supported**







**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Marsh Canada Limited		<b>NAMED INSURED</b> Systems & Software, Inc., A DIVISION OF N. HARRIS COMPUTER CORPORATION 10 E Allen St Ste 201, Winooski, VT 05404	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

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

THE US COMMERCIAL GENERAL LIABILITY POLICY, US AUTOMOBILE POLICY, AND US WORKER'S COMPENSATION & EMPLOYER'S LIABILITY POLICY HAVE BEEN PLACED BY SERVICE OF MARSH USA INC. MARSH CANADA LIMITED HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THESE PLACEMENTS WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.



**Agenda Sheet for City Council Meeting of:**  
10/09/2023

<b>Date Rec'd</b>	9/20/2023
<b>Clerk's File #</b>	RES 2023-0086
<b>Renews #</b>	

<b>Submitting Dept</b>	PLANNING & ECONOMIC	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	AMANDA BECK X6414	<b>Project #</b>	
<b>Contact E-Mail</b>	ABECK@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Resolutions	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0650 - RESOLUTION SETTING ASSESSMENT ROLL HEARING FOR THE		

**Agenda Wording**

A resolution setting the assessment roll hearing to confirm and approve the 2024 special assessment rates within the Downtown Parking and Business Improvement Area.

**Summary (Background)**

To finance the programs authorized in the Downtown PBIA, the City levies an annual special assessment upon businesses, real properties, multi-family residential, and mixed-use projects within the district. This Resolution provides that the Assessment Roll Hearing shall be held before the City Council at the December 4, 2023 meeting. All ratepayers will be provided notice of assessments and the hearing date and be given an opportunity to make comments and/or objections.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>

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

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	GARDNER, SPENCER	<b>Study Session\Other</b>	F&A 9/18/23
<b>Division Director</b>	MACDONALD, STEVEN	<b>Council Sponsor</b>	CMs Cathcart & Bingle
<b>Finance</b>	ORLOB, KIMBERLY	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE	smacdonald@spokanecity.org	
<b>For the Mayor</b>	JONES, GARRETT	sgardner@spokanecity.org	
<b>Additional Approvals</b>		tstripes@spokanecity.org	
<b>Purchasing</b>		mpiccolo@spokanecity.org	
		arannow@downtownspokane.org	
		ecameron@downtownspokane.org	
		twallace@spokanecity.org	



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

### Agenda Wording

### Summary (Background)

### **Fiscal Impact**

Select     \$

Select     \$

### **Budget Account**

#

#

### **Distribution List**

abeck@spokanecity.org

amccall@spokanecity.org

rbenzie@spokanecity.org



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Planning Services, Community and Economic Development
<b>Contact Name</b>	Amanda Beck
<b>Contact Email &amp; Phone</b>	<a href="mailto:abeck@spokanecity.org">abeck@spokanecity.org</a> , x6414
<b>Council Sponsor(s)</b>	Council Members Cathcart and Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	2024 Downtown Business Improvement District Special Assessment
<b>Summary (Background)</b>	<p>The Downtown Spokane business improvement district (Downtown BID) was established in 1995 to provide a variety of programs and services in the downtown district, including security ambassadors, marketing and promotions, parking and transportation programs, maintenance services, special events, and economic development support. The Downtown Spokane Partnership (DSP) administers and operates these programs through a contract with the City of Spokane. The BID collects an annual assessment from business and property owners within the district to provide funding for programs and services.</p> <p>Chapter 04.31 SMC sets forth the annual process for assessing and collecting assessments from ratepayers within the district. The annual process includes the following steps:</p> <ul style="list-style-type: none"> <li>• City Council sets an assessment roll hearing date by resolution;</li> <li>• City staff and the BID manager prepare the annual assessment roll based on tax assessment information from the Spokane County Assessor’s Office and formulas established in Chapter 04.31C SMC;</li> <li>• City staff provide mailed notice to property owners and identified on the assessment roll at least fifteen days prior to the hearing;</li> <li>• The City Council approves an assessment roll at the hearing;</li> <li>• City staff carry out billing and collection of annual assessment payments.</li> </ul>
<b>Proposed Council Action</b>	Approve Resolution setting date for assessment rolls ordinance public hearing
<b>Fiscal Impact</b>	
Total Cost: _____	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: BID special assessments from Downtown ratepayers	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	
Other budget impacts: N/A	

**Operations Impacts**

*What impacts would the proposal have on historically excluded communities?*

In administering the BID contract, the Downtown Spokane Partnership is tasked with assisting existing and potential businesses that want to be located with the Downtown BID, and this can include women and minority owned businesses that benefit from an entity that manages district-wide marketing and events to attract customers that support local Spokane businesses. Ratepayer Board positions are designated by geography, business, and property type to ensure that a variety of interests are well represented and guide decision making for the BID. This includes utilizing the Security Ambassadors to complete additional vehicle and e-bike patrols to monitor for possible mobility issues so that business owners, employees, and visitors are better able to access downtown.

*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?*

DSP, the BID contract manager, completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves rate payers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the Downtown BID Ratepayer Board is one avenue through which both the City and DSP knows if ratepayers believe they are receiving services commensurate with the collected special assessment.

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

Hosted events, grants to new businesses, and response calls from Clean & Green and the Security Ambassadors teams, which are detailed in the BID management plan, provide data for effectiveness of the Downtown BID. The ability to maintain, or expand, services as funded through the special assessments would be a positive indicator that the BID is self-sufficient and appropriately servicing ratepayers.

*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?*

Programs administered by the DSP support several strategies in the recently updated [Spokane Downtown Plan](#), such as energize streets and alleys that are activated for pedestrians (Live by Five, 509 Day, Welcome Back to Downtown) and supporting existing and emerging businesses downtown (Strategy LWP2.3). The Downtown BID aligns with the vision and values of Comprehensive Plan Chapter 7, [Economic Development](#), and policy ED 1.2. This resolution sets the hearing for the ordinance that confirms and approves the special assessment for 2024, thereby ensuring the Downtown BID has the funds to provide ratepayer services established in their contract which supports economic development focused specifically on downtown, a cultural and commercial regional hub.

## **RESOLUTION NO. 2023-0086**

A RESOLUTION SETTING THE ASSESSMENT ROLL HEARING FOR THE DOWNTOWN PARKING AND BUSINESS IMPROVEMENT AREA (BUSINESS IMPROVEMENT DISTRICT – BID) AND PROVIDING NOTICE OF THE 2024 ASSESSMENTS TO BUSINESS AND PROPERTY OWNERS.

WHEREAS, pursuant to the laws of Washington State and City Ordinance C32923, as codified and amended in Chapter 04.31 SMC, the City Council intends to hold a hearing on the assessments levied upon businesses and properties within the Downtown Parking and Business Improvement Area (PBIA); and

WHEREAS, through this Resolution, the City Council intends to provide notice that there will be a hearing upon the assessment roll prepared under the above identified ordinance.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL:

1. Notice is hereby given that the assessment rolls for businesses and properties prepared under Ordinance C32923, as codified and amended in Chapter 04.31 SMC, will be on file in the Office of the City Clerk on November 3, 2023, and are open for public inspection.
2. The City Council has fixed December 4, 2023 at 6:00 p.m., or as soon thereafter as practicable in the City Council Chambers of the Municipal Building, W. 808 Spokane Falls Blvd., Spokane, Washington, as the time and place for hearing upon said assessment rolls.
3. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes set forth in Ordinance C32923, as codified and amended in Chapter 04.31 SMC. The special assessments will finance the PBIA (BID) budgets and programs approved by the City Council.
4. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for the hearing.

At the time and place fixed, and at such other times as the hearing may be continued to, the City Council will consider the assessment roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessment be

made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

This is the only hearing held on the assessment roll, and it will be final unless appealed according to Chapter 04.31 SMC.

5. The City's Finance, Treasury and Administration Department is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the businesses and property owners identified in the assessment rolls setting forth the date and time of public hearing, including the amount of special assessment.
6. The City clerk is directed to publish notice of the hearing on the assessment rolls in the Official Gazette for two consecutive weeks, the last publication being fifteen days before the date fixed for public hearing.

ADOPTED by the City Council this \_\_\_\_ day of September, 2023.

---

City Clerk

Approved as to form:

---

Assistant City Attorney



**Agenda Sheet for City Council Meeting of:**  
10/09/2023

<b>Date Rec'd</b>	9/20/2023
<b>Clerk's File #</b>	RES 2023-0087
<b>Renews #</b>	

<b>Submitting Dept</b>	PLANNING & ECONOMIC	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	AMANDA BECK X6414	<b>Project #</b>	
<b>Contact E-Mail</b>	ABECK@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Resolutions	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0650 - RESOLUTION SETTING ASSESSMENT ROLL HEARING FOR THE EAST		

**Agenda Wording**

A resolution setting the assessment roll hearing to confirm and approve the 2024 special assessment rates within the East Sprague Parking and Business Improvement Area.

**Summary (Background)**

To finance the programs authorized in the East Sprague PBI, the City levies an annual special assessment upon businesses, real properties, multi-family residential, and mixed-use projects within the district. This Resolution provides that the Assessment Roll Hearing shall be held before the City Council at the December 4, 2023 meeting. All ratepayers will be provided notice of assessments and the hearing date and be given an opportunity to make comments and/or objections.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>

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

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	GARDNER, SPENCER	<b>Study Session\Other</b>	F&A 9/18/23
<b>Division Director</b>	MACDONALD, STEVEN	<b>Council Sponsor</b>	CP Kinnear & CM
<b>Finance</b>	ORLOB, KIMBERLY	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE	smacdonald@spokanecity.org	
<b>For the Mayor</b>	JONES, GARRETT	sgardner@spokanecity.org	
<b>Additional Approvals</b>		tstripes@spokanecity.org	
<b>Purchasing</b>		mpiccolo@spokanecity.org	
		twallace@spokanecity.org	
		laverne.esba@gmail.com	
		chrisv@communityframeworks.org	



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

**Agenda Wording**

**Summary (Background)**

**Fiscal Impact**

Select \$

Select \$

**Budget Account**

#

#

**Distribution List**

abeck@spokanecity.org

amccall@spokanecity.org

rbenzie@spokanecity.org

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Planning Services, Community and Economic Development
<b>Contact Name</b>	Amanda Beck
<b>Contact Email &amp; Phone</b>	<a href="mailto:abeck@spokanecity.org">abeck@spokanecity.org</a> , x6414
<b>Council Sponsor(s)</b>	Council Members Kinnear and Wilkerson
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	2024 East Sprague Business Improvement District Special Assessment
<b>Summary (Background)</b>	<p>The East Sprague business improvement district (ESBID) was established in 2016 to provide a variety of programs and services in the East Sprague/Sprague Union business district, including cleaning and greening, neighborhood beautification, district branding and marketing, and safety and security. The East Sprague Business Association (ESBA) administers and operates these programs through a contract with the City of Spokane. The BID collects an annual special assessment from property owners within the district to provide funding for programs and services, as outlined in Chapter 04.31C SMC.</p> <p>Chapter 04.31C SMC sets forth the annual process for assessing and collecting assessments from ratepayers within the district. The annual process includes the following steps:</p> <ul style="list-style-type: none"> <li>• City Council sets an assessment roll hearing date by resolution;</li> <li>• City staff and the BID manager prepare the annual assessment roll based on tax assessment information from the Spokane County Assessor’s Office and formulas established in Chapter 04.31C SMC;</li> <li>• City staff provide mailed notice to property owners and identified on the assessment roll at least fifteen days prior to the hearing;</li> <li>• The City Council approves an assessment roll at the hearing;</li> <li>• City staff carry out billing and collection of annual assessment payments.</li> </ul>
<b>Proposed Council Action</b>	Approve Resolution setting date for assessment rolls ordinance public hearing
<p><b>Fiscal Impact</b></p> <p>Total Cost:</p> <p>Approved in current year budget?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Funding Source                    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: BID special assessments from Downtown and East Sprague ratepayers</p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: N/A</p>	

## Operations Impacts

*What impacts would the proposal have on historically excluded communities?*

In administering the BID contract, ESBA is tasked with assisting existing and potential businesses that want to be located with the East Sprague BID, and this can include women and minority owned businesses that benefit from an entity that can manage district-wide marketing and events to attract customers that support local Spokane businesses.

*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?*

ESBA, the BID contract manager, completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves rate payers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the ESBID Ratepayer Board is one avenue through which both the City and ESBA knows if ratepayers believe they are receiving services commensurate with the collected special assessment.

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

Effectiveness of the proposed changes would be collected annually during the special assessment process, and as analyzed in the annual management plan ESBA completes as the BID contract manager. The ability to maintain, or expand, services as funded through the special assessments would be a positive indicator that the BID is self-sufficient.

*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 creation and continuation of the East Sprague BID achieves a large goal from the 2014 East Sprague Targeted Investment Pilot (TIP) Advisory Board's Implementation Plan, in alignment with the recommendations from the Smart Growth America technical assistance grant report on how to achieve an economically vibrant neighborhood through targeted public and private investments. This resolution sets the hearing for the ordinance that confirms and approves the special assessment for 2024, thereby ensuring the ESBID has the funds to provide ratepayer services established in their contract which supports economic development focused specifically on the East Sprague area, in alignment with the vision and values of Comprehensive Plan Chapter 7, [Economic Development](#), and policy ED 1.2.



## **RESOLUTION NO. 2023-0087**

A RESOLUTION SETTING THE ASSESSMENT ROLL HEARING FOR THE EAST SPRAGUE PARKING AND BUSINESS IMPROVEMENT AREA (BUSINESS IMPROVEMENT DISTRICT – BID) AND PROVIDING NOTICE OF THE 2024 ASSESSMENTS TO BUSINESS AND PROPERTY OWNERS.

WHEREAS, pursuant to the laws of Washington State and City Ordinance C35377, as codified and amended in Chapter 04.31C SMC, the City Council intends to hold a hearing on the assessments levied upon businesses and properties within the East Sprague Parking and Business Improvement Area (PBI); and

WHEREAS, through this Resolution, the City Council intends to provide notice that there will be a hearing upon the assessment roll prepared under the above identified ordinance.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL:

1. Notice is hereby given that the assessment rolls for businesses and properties prepared under Ordinance C35377, as codified and amended in Chapter 04.31C SMC, will be on file in the Office of the City Clerk on November 3, 2023, and are open for public inspection.
2. The City Council has fixed December 4, 2023 at 6:00 p.m., or as soon thereafter as practicable in the City Council Chambers of the Municipal Building, W. 808 Spokane Falls Blvd., Spokane, Washington, as the time and place for hearing upon said assessment rolls.
3. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes set forth in Ordinance C35377, as codified and amended in Chapter 04.31C SMC. The special assessments will finance the PBI (BID) budgets and programs approved by the City Council.
4. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for the hearing.

At the time and place fixed, and at such other times as the hearing may be continued to, the City Council will consider the assessment roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessment be

made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

This is the only hearing held on the assessment roll, and it will be final unless appealed according to Chapter 04.31C SMC.

5. The City's Finance, Treasury and Administration Department is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the businesses and property owners identified in the assessment rolls setting forth the date and time of public hearing, including the amount of special assessment.
6. The City Clerk is directed to publish notice of the hearing on the assessment rolls in the Official Gazette for two consecutive weeks, the last publication being fifteen days before the date fixed for public hearing.

ADOPTED by the City Council this \_\_\_\_ day of September, 2023.

---

City Clerk

Approved as to form:

---

Assistant City Attorney



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

10/09/2023

<b>Date Rec'd</b>	9/21/2023
<b>Clerk's File #</b>	RES 2023-0088
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	ZACK ZAPPONE X6718
<b>Contact E-Mail</b>	ZZAPPONE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0320 - Resolution Opposing MEASURE NO. 1 entitled, "TWO-TENTHS OF ONE PERCENT SALES AND USE TAX FOR CRIMINAL JUSTICE, PUBLIC SAFETY, AND BEHAVIOR HEALTH PURPOSES"

**Agenda Wording**

A Resolution stating the Spokane City Council's opposition to MEASURE NO. 1 entitled, "TWO-TENTHS OF ONE PERCENT SALES AND USE TAX FOR CRIMINAL JUSTICE, PUBLIC SAFETY, AND BEHAVIOR HEALTH PURPOSES," submitted by the Spokane County Board of Commissioners for the November 7, 2023, General Election.

**Summary (Background)**

A Resolution stating the Spokane City Council's opposition to MEASURE NO. 1 entitled, "TWO-TENTHS OF ONE PERCENT SALES AND USE TAX FOR CRIMINAL JUSTICE, PUBLIC SAFETY, AND BEHAVIOR HEALTH PURPOSES"

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

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

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	BYRD, GIACOBBE	<b>Study Session\Other</b>	9/18 Finance Committee
<b>Division Director</b>		<b>Council Sponsor</b>	CM Zappone & CM Wilkerson
<b>Finance</b>		<b>Distribution List</b>	
<b>Legal</b>		gbyrd@spokanecity.org	
<b>For the Mayor</b>			
<b>Additional Approvals</b>			
<b>Purchasing</b>			

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Jeff Gunn
<b>Contact Email &amp; Phone</b>	<a href="mailto:jgunn@spokanecity.org">jgunn@spokanecity.org</a> 6718
<b>Council Sponsor(s)</b>	Wilkerson, Zappone
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10
<b>Agenda Item Name</b>	Resolution Regarding Measure 1
<b>Summary (Background)</b>	Stating the Spokane City Council's position on Measure 1.
*use the Fiscal Impact box below for relevant financial information	
<b>Proposed Council Action</b>	Vote to approve Oct. 2, 2023
<b>Fiscal Impact</b>	
Total Cost: <small>Click or tap here to enter text.</small>	
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: <small>Click or tap here to enter text.</small>	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

## RESOLUTION NO. 2023-0088

A Resolution stating the Spokane City Council's opposition to MEASURE NO. 1 entitled, "TWO-TENTHS OF ONE PERCENT SALES AND USE TAX FOR CRIMINAL JUSTICE, PUBLIC SAFETY, AND BEHAVIOR HEALTH PURPOSES," submitted by the Spokane County Board of Commissioners for the November 7, 2023, General Election.

**WHEREAS**, the Spokane County Board of Commissioners voted to approve adding Measure No. 1 to the November 7, 2023 General Election; and

**WHEREAS**, if passed, this ballot measure authorizes the county to levy a 0.2% sales tax from April 2024 through December 2054 and dedicating revenue to criminal justice, public safety, and behavioral health programs, including a new county jail and expansions to an existing county jail; and

**WHEREAS**, this ballot measure would bring in an estimated \$1.7 billion dollars; and

**WHEREAS**, 60% of the collected funds will be allocated to Spokane County government and 40% provided to cities and towns within Spokane County; and

**WHEREAS**, one-third of the revenue collected from this sales tax must be used for criminal justice purposes; and

**WHEREAS**, the remaining two-thirds of revenues collected may be spent on criminal justice, public safety, or behavioral health purposes; and

**WHEREAS**, the Spokane City Council believes we need to continue to invest in public safety; and

**WHEREAS**, the Spokane City Council believes the current Spokane County Detention Services Jail and the Geiger Corrections Center are inadequate; and

**WHEREAS**, the Spokane City Council has not had a public meeting on how we would plan to spend our share of the estimated \$680 million in dedicated funds; and

**WHEREAS**, on August 7, 2023, members of the Spokane City Council, in partnership with Local 492 Corrections Officers, sent a letter to the Spokane County Board of Commissioners requesting a deferral of the ballot measure to have more time to develop a comprehensive plan on how to spend the collected funds; and

**WHEREAS**, the City Council believe this plan should include the following:

- Expansion of therapeutic courts, such as the drug court
- Expansion of crisis stabilization center
- Additional judicial capacity for expedited case processing

- Equity assessment/screening for criminal justice policies
- Expansion of co-deployed teams, to include mental health responders
- Creation of an intake and release center to reduce unnecessary short jail stays
- Court rides program and supported release
- Re-entry support

**WHEREAS**, without a comprehensive plan in place, the Spokane City Council does not support Measure No. 1; and

**NOW, THEREFORE, BE IT RESOLVED** that the Spokane City Council formally opposes MEASURE NO. 1 entitled, "TWO-TENTHS OF ONE PERCENT SALES AND USE TAX FOR CRIMINAL JUSTICE, PUBLIC SAFETY, AND BEHAVIOR HEALTH PURPOSES."

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:**  
10/09/2023

<b>Date Rec'd</b>	9/26/2023
<b>Clerk's File #</b>	ORD C36448
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	PLANNING & ECONOMIC DEVELOPMENT
<b>Contact Name/Phone</b>	SPENCER GARDNER X6500
<b>Contact E-Mail</b>	SGARDNER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	0650 - PAPER CUTS CODE AMENDMENTS 2023

**Agenda Wording**  
Paper Cuts Code Amendments are revisions to the Unified Development Code (UDC) identified by staff that clarify or make minor changes.

**Summary (Background)**  
Paper Cuts Code amendments for SMC 17C.110.225 Accessory Structures; SMC 17C.120.580 Plazas and Other Open Spaces; SMC 17C.230.145 Development Standards for Residential Uses; SMC 17C.240.250 Off-premises Signs; SMC 17C25.020 Dimensional Standards; and, SMC 17G.080.040 Short Subdivisions.

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

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	GARDNER, SPENCER	<b>Study Session\Other</b>	PIES 9/25/23
<b>Division Director</b>	MACDONALD, STEVEN	<b>Council Sponsor</b>	CMs Stratton & Bingle
<b>Finance</b>	ORLOB, KIMBERLY	<b>Distribution List</b>	
<b>Legal</b>	RICHMAN, JAMES	smacdonald@spokanecity.org	
<b>For the Mayor</b>	JONES, GARRETT	sgardner@spokanecity.org	
<b>Additional Approvals</b>		tkimbrell@spokanecity.org	
<b>Purchasing</b>		tblack@spokanecity.org	
		rbenzie@spokanecity.org	
		amccall@spokanecity.org	

ORDINANCE NO C36448

An ORDINANCE relating to the paper cuts code amendments 2023 project amending Spokane Municipal Code (SMC) Section 17C.110.225 Accessory Structures; Section 17C.120.580 Plazas and Other Open Spaces; Section 17C.230.145 Development Standards for Residential Uses; Section 17C.240.250 Off-Premises Signs; Section 17C.250.020 Dimensional Standards; and Section 17G.080.040 Short Subdivisions.

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA) as set forth in RCW 36.70A; and,

WHEREAS, the proposed text amendments do not significantly alter the outcome and purpose of the Unified Development Code and therefore remain consistent with the City of Spokane's Comprehensive Plan; and,

WHEREAS, the Unified Development Code includes community goals that bears a substantial relation to public health, safety, welfare, and protection of the environment. Propose amendments to clarify or correct errors in the Unified Development Code further implement those goals; and,

WHEREAS, the proposed actions are consistent with and supported by the Spokane Comprehensive Plan as outlined in the Plan Commission Findings of Fact, Conclusions, and Recommendations (Exhibit A); and,

WHEREAS, by virtue of the public process outlined in Exhibits A and B, interested agencies and the public have had opportunities to participate throughout the process and all persons wishing to comment on the amendment were given opportunity to be heard; and,

WHEREAS, the City has complied with RCW 36.70A.370 in the adoption of this Ordinance; and,

WHEREAS, on July 21, 2023, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106; and,

WHEREAS, on September 20, 2023, notice of intent to adopt was issued through the City of Spokane Gazette Pursuant to SMC 17G.025.010; and,

WHEREAS, a SEPA Determination of Nonsignificance was issued by the director of Planning Services on August 30, 2023 for the amendment related to SMC Section 17C.250.020 Dimensional Standards. One comment was received; and,

WHEREAS, SEPA Categorical Exemption WAC 197-11-800(19) applies to SMC Sections 17C.110.225 Accessory Structures; 17C.120.580 Plazas and Other Open Spaces; 17C.230.145 Development Standards for Residential Uses; 17C.240.250 Off-Premises Signs; 17G.080.040 Short Subdivisions; and,

WHEREAS, prior to the Plan Commission public hearing a legal notice was published in the *Spokesman-Review* on August 30 and September 6, 2023; and,

WHEREAS, on September 13, 2023, the Plan Commission held a public hearing on the proposed amendments. No testimony was heard; and,

WHEREAS, on September 13, 2023, the Plan Commission voted to recommend the City Council adopt the proposed amendments (see Exhibit A); and,

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of the adoption of this ordinance and further adopts the findings, conclusions, and



recommendations from the Planning Services Staff Report (Exhibit B) and the City of Spokane Plan Commission Findings of Fact, Conclusions, and Recommendations (Exhibit A) for the same purposes; and,

WHEREAS, the effective date of this Ordinance shall be the date on which it is approved by the Washington State Department of Ecology as provided in RCW 90.58.090;

NOW, THEREFORE, the City of Spokane Does ordain:

Section 1. That Section 17C.110.225 SMC is amended to read as follows

A. Purpose.

This section regulates structures that are incidental to primary buildings to prevent them from becoming the predominant element of the site. The standards provide for necessary access around structures, help maintain privacy to adjoining lots and maintain open front setbacks.

B. General Standards.

1. Accessory structures are allowed on a lot only in conjunction with a primary building, and may not exist on a lot prior to the construction of the primary structure, except as allowed by subsection (B)(2) of this section.
2. An accessory structure that becomes the only structure on a lot as the result of a land division may remain on the lot if the owner has submitted a financial guarantee to the City for the cost of demolition and removal of the structure. The financial guarantee will be used by the City if the owner has not removed the accessory structure if, within one year of final plat approval or boundary line adjustment (BLA), a primary structure has not been built and received final inspection. The financial guarantee must be accepted by the City prior to approval of the final plat or boundary line adjustment.
3. An accessory structure shall not contain a kitchen or space for living, sleeping, eating, or cooking unless it is approved as an accessory dwelling unit under [chapter 17C.300 SMC](#).

C. Setbacks.

1. Mechanical Structures.

Mechanical structures are items such as heat pumps, air conditioners, emergency generators, and water pumps.

a. Front Setback Standard.

Mechanical structures are not allowed in required front building setbacks.

b. Side and Rear Setback Standard.

Mechanical structures are allowed inside and rear building setbacks if the structure is no more than forty-eight inches high.

2. Vertical Structures.

Vertical structures are items such as flagpoles, trellises and other garden structures, radio antennas, satellite receiving dishes and lampposts. Fences are addressed in [SMC 17C.110.230](#). Sign standards are in [chapter 17C.240 SMC](#), Signs.

a. Setback Standard.

Vertical structures are allowed in required side and rear building setbacks if they are no larger than four feet in width, depth or diameter and no taller than seven feet. If they are larger or taller, they are not allowed in required building setbacks. Trellises and other gate features are allowed in front yard if they are no larger than four feet in width,

depth or diameter and no taller than seven feet and do not conflict with the clear view triangle provisions under [SMC 17C.110.230](#), Fences.

### 3. Uncovered Horizontal Structures.

Uncovered horizontal structures are items such as decks, stairways, entry bridges, wheelchair ramps, swimming pools, hot tubs, tennis courts, and boat docks that are not covered or enclosed.

#### a. Setback Standard.

##### i. Projection Allowed.

The following structures are allowed in required building setbacks, as follows:

- A. Structures that are no more than two and one-half feet above the ground are allowed in side and rear building setbacks. Handrails required by the IBC/IRC are not included in the maximum height.
- B. On lots that slope down from the street, vehicular or pedestrian entry bridges that are no more than two and one-half feet above the average sidewalk elevation are allowed in all building setbacks; and
- C. Stairways and wheelchair ramps that lead to one entrance on the street-facing facade of a building are allowed in street setbacks.

### 4. Covered Accessory Structures.

Covered accessory structures are items such as greenhouses, storage buildings (not used to cover motor vehicles), sheds, covered decks, covered porches, gazebos, and covered recreational structures.

#### a. Setback Standard.

##### i. Front Setback

Covered accessory structures are not allowed in the required front building setbacks.

##### ii. Side Setback

Covered detached accessory structures are not allowed in the required side building setback without a signed waiver from the neighboring property owner.

Covered attached accessory structures are not allowed in the required side building setback.

### 5. Detached Accessory Structures.

Detached accessory structures are garages, carports, and other structures utilized to cover motorized vehicles.

#### a. Setback Standard.

A detached accessory structure is not allowed in the front building setback. A detached accessory structure is not allowed in the required side building setback without a signed waiver from the neighboring property owner. A detached accessory structure that has an entrance, which faces a street, is required to be setback twenty feet from the property line or from the back of the sidewalk, as stated in [Table 17C.110-3](#).

- b. Detached accessory structures may be built to the rear property line, unless parking in front of the structure is proposed, then the structure is required to be built a minimum of eighteen feet from the edge of the alley tract, easement, or right-of-way.

6. Attached Accessory Structures.

Accessory structures are garages, carports or other structures utilized to cover motorized vehicles that are connected by a common wall to the primary structure.

- a. Setback Standard.

An attached accessory structure is not allowed in the front building setback. An attached accessory structure that has an entrance which faces a street is required to be setback twenty feet from the property line as stated in [Table 17C.110-3](#).

- b. Attached accessory structures may be built to within five feet of the rear property line, unless parking in front of the structure is proposed, then the structure is required to be built a minimum of eighteen feet from the edge of the alley tract, easement or right-of-way.

D. Building Coverage.

1. Except as provided in subsection (2) of this subsection (D), the combined building coverage of all detached accessory structures and covered accessory structures may not exceed fifteen percent of the total area of the site, and when combined with all other structures on-site shall not exceed the maximum building coverage of the base zone.
2. On lots smaller than five thousand five hundred square feet with an accessory dwelling unit, combined building coverage of all detached accessory structures and covered accessory structures may not exceed twenty percent of the total area of the site, and when combined with all other structures on-site shall not exceed the maximum building coverage of the base zone.

E. Building Height.

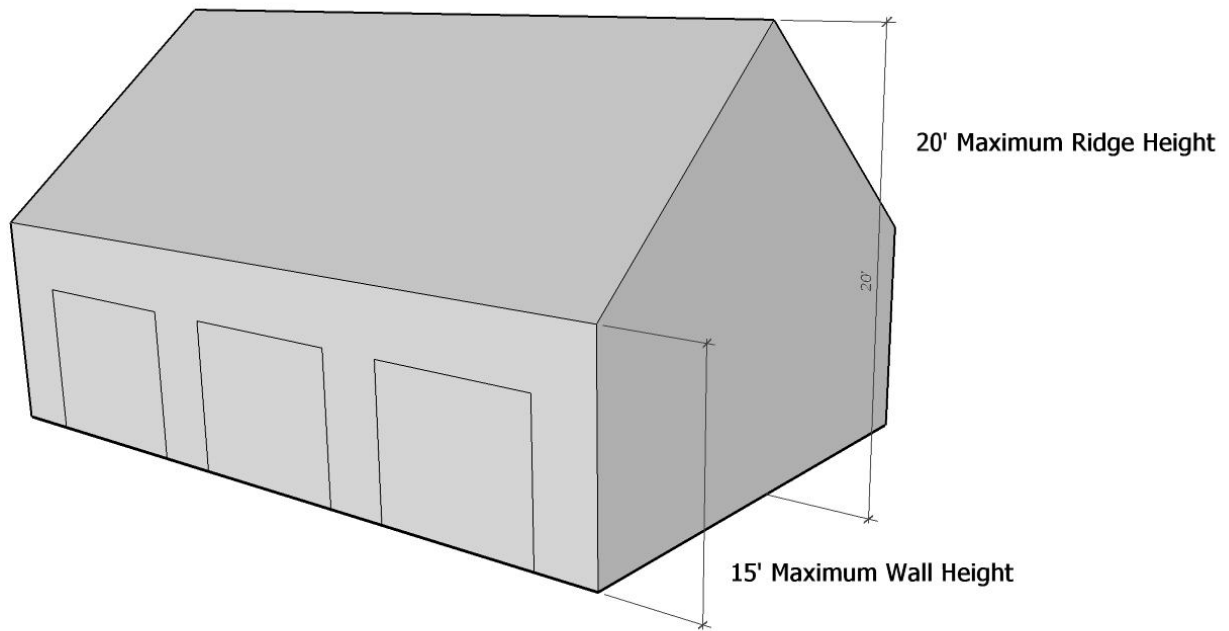
The building height of detached accessory structures and covered accessory structures is listed in [Table 17C.110-3](#). Accessory structures, which contain an ADU over a garage, are subject to the height limitations in [chapter 17C.300 SMC](#), Accessory Dwelling Units.

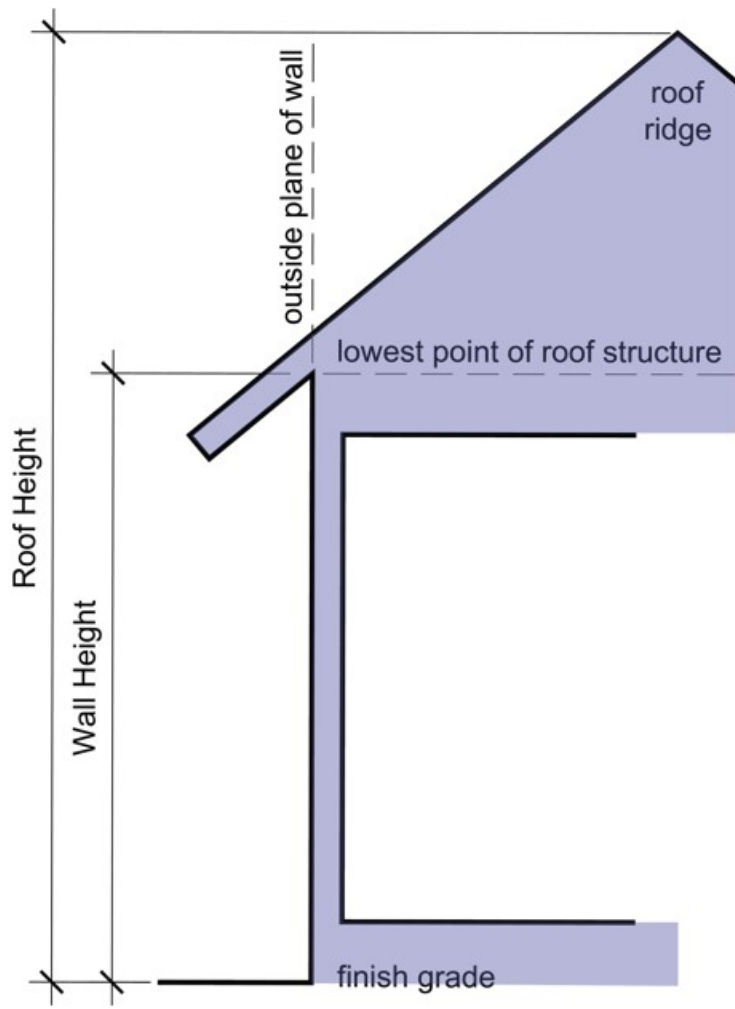
<b>TABLE 17C.110.225-1</b>	
<b>MAXIMUM HEIGHT – DETACHED ACCESSORY BUILDING [1]</b>	
Maximum Wall Height [2]	15 ft.
Maximum Roof Height [3]	20 ft.
[1] Cannot include living area, nor any storage areas with a ceiling height of six-feet eight-inches or greater.	
[2] The height of the lowest point of the roof structure intersects with the outside plane of the wall.	

[3] The height of the ridge of the roof.

See "Example A" below.

**Example A**





Section 2. That Section 17C.120.580 SMC is amended to read as follows

A. Purpose.

To provide a pedestrian-friendly environment by creating a variety of usable and interesting open spaces within private development.

B. Plazas and Other Open Spaces Implementation.

1. New (~~or renovated~~) buildings over forty thousand square feet shall have plazas, courtyards or other pedestrian spaces at or near their main entrances. (R)
2. Plazas and other open spaces shall be a minimum of one square foot of plaza per one hundred square feet of building area. This area may count toward the interior landscaping required. (P)
3. Plazas, courtyards and other pedestrian space shall include at least three of the following: (P)
  - a. Special interest landscape.
  - b. Pedestrian scale bollard or other accent lighting.
  - c. Special paving, such as colored/stained concrete, brick or other unit paver.
  - d. Artwork.
  - e. Seating, such as benches, tables, or low seating walls.
  - f. Water feature.



Tables and seating at entrance to buildings creates pedestrian-friendly atmosphere



Plaza located at main entrance



Special interest landscape  
enhances plaza/courtyard area



Section 3. That Section 17E.060.690 SMC is amended to read as follows

A. Purpose

The size and placement of vehicle parking areas are regulated in order to enhance the appearance of neighborhoods.



B. Structures These Regulations Apply To

The regulations of this section apply to residential uses in the RA, RSF, RTF, RMF, RHD, FBC CA4 zones. The regulations apply to required and excess parking areas. Parking for mobile home parks is regulated in [chapter 17C.345 SMC](#), Manufactured Homes and Manufactured Home Parks.

C. Parking Area Locations

1. ~~((Required Parking.))~~

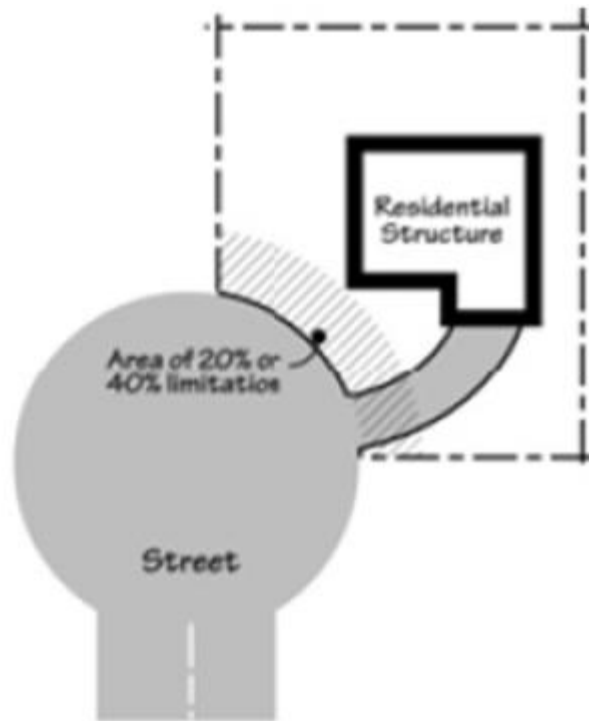
~~((Required p))~~ Parking spaces are not allowed within the first twenty feet from a front lot line or within side street lot line setback.

~~((2. Non-required Parking.))~~

~~((Non-required parking spaces for personal passenger vehicles may be located in the first twenty feet from a front lot line or the side lot line setback in a driveway. The vehicle cannot overhang or block the sidewalk.))~~

~~((3.))~~ 2 Utility trailers, motorized recreation vehicles and non-motorized accessory recreational vehicles cannot be stored in the first twenty feet from the front lot line nor the side street line.

~~((4.))~~ 3 Driveway Width



- a. In the RA and RSF zones, no more than forty percent of the land area between the front lot line and the front building line may be paved or used for vehicle areas. In addition, on corner lots, no more than twenty percent of the land area between the side street lot line and the side street building line may be paved or used for vehicle areas. As an exception to the area limitations in this subparagraph, a lot is allowed at least a nine-foot wide vehicle area.
- b. In the RTF, RMF, RHD, FBC CA4 zones, no more than twenty percent of the land area between the front lot line and the front building line may be paved or used for vehicle areas. In addition, on corner lots no more than twenty percent of the land area between the side street lot line and the side street building line may be paved or used for vehicle areas. As an exception to the area limitations in this paragraph, a lot is allowed at least a nine-foot wide vehicle area.
- c. Exception.

Driveway coverage in the residential zones may exceed the size limitations of (4)(a) and (4)(b) above when the subject property is located on a principal arterial and the increase in site coverage is due to inadequate maneuvering area for the safe exit of vehicles from the site. The exception to driveway coverage is reviewed by the engineering services department as a portion of the driveway access permit.

~~((5.))~~ 4. Parking in Garages.

Parking in garages is subject to the garage setback standards of the base zone, overlay zone or plan district.

D. Parking Space Sizes

A parking space must be at least nine feet by eighteen feet. The minimum driveway width on private property is nine feet.

## E. Paving

### 1. Generally.

All driveways and parking areas must be covered in an all weather surface.

### 2. Exceptions.

- a. Gravel surfaces may be approved by engineering services when the abutting street is not paved, and the applicant executes a covenant agreeing to pave the area if the street is paved in the future.
- b. Utility trailers, motorized recreational vehicles and non-motorized accessory recreational vehicles may be stored on unpaved surfaces. A gravel surface is not required.

Section 4. That Section 17C.240.250 SMC is amended to read as follows

- A. No new off-premises signs may be constructed, on any site.
- B. Off-premises signs now in existence in any zone, meeting the requirements of [17C.240.280](#), are considered nonconforming uses and may remain, subject to the following restrictions:
  - 1. A nonconforming off-premises sign may not be increased in size or elevation, relocated to another site or to a new location on the same site or expanded, enlarged, or extended in any way, including, but not limited to, the addition of advertising faces or the addition of rotating faces with movable panels designed to create additional advertising, except as provided for in the public works exception below.
  - 2. Public Works Exception.

A legal, non-conforming off-premises sign (~~(that is allowed to remain in conformance with this section)~~) shall be allowed to be relocated if necessitated for the accomplishment of a governmental public works project. The relocation of an off-premises sign under this exception must occur within six (6) months of removal or its legal, non-conforming status shall be discontinued pursuant to [SMC 17C.240.280](#). ~~((This-))~~ Relocation of these off-premises signs for public works projects shall be subject to the limitations in subsections (a) through (f) below:

    - a. No increase in square footage of off-premises sign copy shall be permitted. These signs shall be replaced at the same size they existed at immediately prior to relocation.
    - b. No additional sign faces shall be added.
    - c. No increase in height of the existing off-premises sign shall be permitted except where needed to provide for minimum height clearance (from the ground to the bottom of the off-premises signs) to comply with roadway safety.
    - d. The off-premises sign shall be relocated along the same roadway it was removed from in the geographical vicinity and shall comply with the Scenic Vistas Act of 1971 (chapter 47.42 RCW and chapter 468-66 WAC) if located along a state highway. For purposes of this provision, the term "roadway" shall apply to both directions of a couplet.
    - e. The off-premise sign shall not be relocated to a site with a Residential, Neighborhood Retail, or Center and Corridor zoning designation including CA zones, or located within an historic district, regardless of the zoning or district of the original sign location.
    - f. The relocation of the off-premises sign shall be subject to all current City of Spokane rules, regulations, and procedures relating to the regulation and control of signs, excepting size, height, and off premise advertising limitations.
  - 3. A nonconforming off-premises sign may not be structurally altered. Structural alterations mean alterations to, including replacement of, either the off-premises sign face, or the supporting structure. Normal maintenance and repair including painting, cleaning, or replacing damaged parts of the off-premises sign, shall not be considered a structural alteration.
  - 4. Any nonconforming off-premises sign which deteriorates, is damaged or destroyed by fire, explosion, wind, act of nature, failure to maintain or other accidental means may be restored if the cost thereof does not exceed fifty percent of its replacement cost. Off-

premises signs damaged in an amount in excess of fifty percent of replacement cost shall be removed.

5. All nonconforming off-premises signs shall be kept in good repair and maintained in a neat, clean, attractive and safe condition. Any work required to repair or maintain an off-premises sign shall be completed promptly so long as the off-premises sign is not structurally altered, and so long as the cost of such repair and/or maintenance does not exceed fifty percent of the cost of replacing the off-premise sign.

Section 5. That Section 17C.250.020 SMC is amended to read as follows

A. Applicability

The standards of this section apply to buildings and structures over seventy feet tall.

~~((The dimensional standards in [SMC 17C.250.020](#) do not apply to medical centers and other buildings within six hundred feet of medical centers ([SMC 17C.190.450](#));))~~

The dimensional standards of this section do not apply to the follow:

1. Medical Centers as defined in [SMC 17C.190.450](#);
2. Buildings within six hundred feet of Medical Centers; and
3. Essential Public Facilities as defined in [SMC 17C.190.530](#).

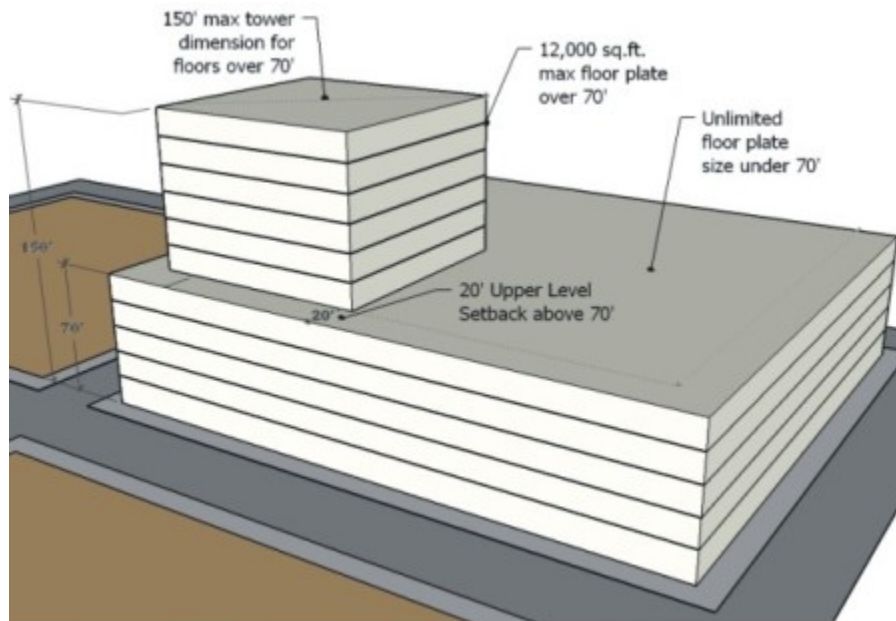
~~((The following standards apply to buildings and structures over seventy feet tall.))~~

~~((A-))~~ B. Upper Story Setback.

All floors above seventy feet shall be setback from all street lot lines a minimum of twenty feet.

~~((B-))~~ C. Maximum Floor Area per Floor.

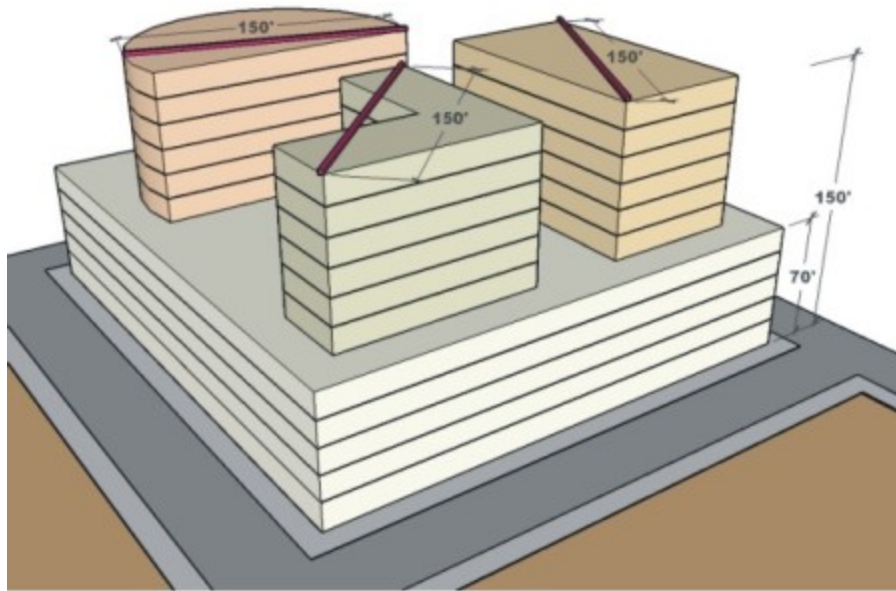
All floors above seventy feet shall have a maximum floor area of twelve thousand square feet.



Dimensional Standards for buildings over 70' tall.

~~((C-))~~ D. Maximum Tower Dimension.

All floors above seventy feet shall have a maximum floor dimension of one hundred fifty feet.



Maximum tower dimension for buildings over 70' tall.

Section 6. That Section 17G.080.040 SMC is amended to read as follows

A. Predevelopment Meeting

A predevelopment meeting is required if the proposal is located in the central business district, unless waived by the director, and is recommended for all other proposals prior to submittal of the application. The purpose of a predevelopment meeting is to acquaint the applicant with the applicable provisions of this chapter, minimum submission requirements and other plans or regulations, which may impact the proposal.

B. Preliminary Short Plat Application and Map Requirements

1. Applications for approval of a preliminary short subdivision shall be filed with the director. All applications shall be submitted on forms provided for such purpose by the department. The director may waive specific submittal requirements determined to be unnecessary for review of the application. The application shall include the following:

- a. The general application.
- b. The supplemental application.
- c. The environmental checklist, if required under [chapter 17E.050 SMC](#).
- d. Title report no older than thirty days from issuance from the title company.
- e. The filing fees as required under [chapter 8.02 SMC](#).
- f. The required number of documents, plans or maps drawn to a minimum scale of one inch equals one hundred feet, on a sheet twenty-four by thirty-six inches, as set forth in the application checklist.
- g. A written narrative identifying consistency with the applicable policies, regulations and criteria for approval of the permit requested; and
- h. Additional application information which may be requested by the permitting department and may include, but is not limited to, the following: geotechnical studies, hydrologic studies, critical area studies, noise studies, air quality studies, visual analysis and transportation impact studies.
- i. One copy of the predevelopment conference notes (if applicable); and
- j. One copy of the notification district map.

2. Contents of Preliminary Short Plat Map

The preliminary short plat shall be prepared by a land surveyor and shall show the following:

- a. Plat name and the name of any subdivision to be replatted.
- b. The name, mailing address and phone number of the owner and the person with whom official contact should be made regarding the application.
- c. Surveyor's name, mailing address and phone number.
- d. Legal description.



- e. Section, township and range
- f. Vicinity map.
- g. North arrow, scale and date.
- h. Datum plane.
- i. Acreage.
- j. Number of lots and proposed density.
- k. Zoning designation.
- l. The boundary lines of the proposed subdivision.
- m. City limits and section lines.
- n. Park or open space (if proposed).
- o. Existing topography at two-foot maximum interval.
- p. The boundaries and approximate dimensions of all blocks and lots, together with the numbers proposed to be assigned each lot and block, and the dimensions, square footage and acreage of all proposed lots and tracts.
- q. Proposed names of streets.
- r. The location and widths of streets, alleys, rights-of-way, easements (both public and private), turn around and emergency access, parks and open spaces.
- s. Conditions of adjacent property, platted or unplatted, and if platted, giving the name of the subdivision. If the proposed short plat is the subdivision of a portion of an existing plat, the approximate lines of the existing plat are to be shown along with any and all recorded covenants and easement
- t. The names and address of the record owners and taxpayers of each parcel adjoining the subdivision.
- u. Indicate any street grades in excess of eight percent.
- v. The location and, where ascertainable, sizes of all permanent buildings, wells, wellhead protection areas, sewage disposal systems, water courses, bodies of water, flood zones, culverts, bridges, structures, overhead and underground utilities, railroad lines, and other features existing upon, over or under the land proposed to be subdivided, and identifying any which are to be retained or removed.
- w. Proposed one-foot strips for right-of-way conveyed to the City, in cases where a proposed public street or alley abuts unplatted land.
- x. If a body of water forms the boundary of the plat, the ordinary high water mark as defined in chapter 90.58 RCW.
- y. Critical areas as defined in chapters [17E.020](#), [17E.030](#), [17E.070](#) and [17G.030 SMC](#).

- z. Significant historic, cultural or archaeological resources; and
- aa. If the proposal is located in an irrigation district, the irrigation district name.

#### C. Review of Preliminary Short Plat

1. The application shall be reviewed in accordance with the procedures set forth in [chapter 17G.060 SMC](#) for a Type II application, except an application that meets the requirements for minor engineering review as provided in subsection (2) of this section shall be excluded from the public notice requirements contained in [SMC 17G.060.110](#) through [17G.060.120](#) and public comment period under [SMC 17G.060.130](#).
2. Minor Engineering Review.

A preliminary short plat application may qualify for a minor engineering review if it meets all of the following conditions:

- a. The application is categorically exempt from chapter 43.21C RCW (SEPA);
- b. There is direct water and sewer main lot frontage on an existing and improved public right-of-way;
- c. No extensions of public water, sewer, or other utility services will be needed;
- d. No public easements for water, sewer, or other utility service exists on the lot;
- e. The lot is not situated in a Special Drainage District as defined in [SMC 17D.060.130](#); and
- f. Public utility mains do not exist on the lot.

#### D. Public Notice

All public notice of the application shall be given in accordance with the procedures set forth in [chapter 17G.060 SMC](#) for a Type II application, except a short plat that meets the requirements for minor engineering review as provided in subsection (C)(2) of this section shall not require a notice of application.

#### E. Preliminary Short Plat Approval Criteria

Prior to approval of a short plat application, the director shall find the application to be in the public use and interest, conform to applicable land use controls and the comprehensive plan of the City, and the approval criteria set forth in [chapter 17G.060 SMC](#). The director has the authority to approve or disapprove a proposed preliminary short plat under the provisions of this chapter, subject to appeal as provided in [chapters 17F.050](#) and [17G.060 SMC](#).

#### F. Final Short Plat Review Procedure

1. The subdivider shall submit to the director for review the following:
  - a. A final short plat, prepared by a registered land surveyor licensed in the state of Washington, consistent with the approved preliminary short plat.

- b. A title report less than thirty days old confirming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication.
    - c. Covenants, conditions and restrictions, if applicable; and
    - d. Fees pursuant to [chapter 8.02 SMC](#).
  2. Within thirty days, unless the applicant has consented to a longer period of time, of receipt of a proposed final short plat, the director shall review the plat for conformance with all conditions of the preliminary short plat approval, the requirements of this chapter and that arrangements have been made to insure the construction of required improvements. If all such conditions are met, the director shall approve the final short plat and authorize the recording of the plat. If all conditions are not met, the director shall provide the applicant in writing a statement of the necessary changes to bring the final short plat into conformance with the conditions.
    - a. If the final short plat is required to be resubmitted, the subdivider is required to provide the following:
      - b. A cover letter addressing the corrections, additions or modifications required.
      - c. Title report no older than thirty days from issuance of a title company conforming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication; and
      - d. The required number of copies of the corrected final short plat map.
  3. If the final short plat is approved, the surveyor causes the plat to be signed by the Spokane county treasurer and file of record with the Spokane county auditor. The surveyor is required to file the appropriate number of mylar and bond copies of the recorded short plat with the director.

#### G. Final Short Plat Map Requirements

The subdivider shall submit to the director a final short plat in the same form and with the same content as the preliminary short plat, as provided in subsections (B)(1) and (2) of this section, with the following exceptions or additional requirements:

1. A final short plat shall contain all the information required of the preliminary plat, except the following:
  - a. Show existing buildings.
  - b. Show existing utility lines and underground structures.
  - c. Show the topographical elevations; or
  - d. Contain the names and addresses of adjoining landowners.
2. The final short plat shall include the following:
  - a. Surveyor's certificate, stamp, date and signature, as follows:

The following land surveyor's certificate to be shown on each sheet of the plat: "I, \_\_\_\_\_ registered land surveyor, hereby certify the plat of \_\_\_\_\_, as shown hereon, is based upon actual field survey of the land described and that all angles, distances, and courses are correctly shown and that all non fronting lot corners are set as shown on the plat. Monuments and fronting lot corners shall be set upon completion of the utility and street improvements.

Signed \_\_\_\_\_(Seal)"

b. A certification by the city treasurer, as applicable:

- i. "I hereby certify that the land described by this plat, as of the date of this certification, is not subject to any local improvement assessments. Examined and approved, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

City of Spokane Treasurer"

- ii. "I hereby certify that the land described by this plat, as of the date of this certificate, is not subject to any delinquent local improvement assessment. Future installments, if any, shall remain due and payable and it shall be the responsibility of the owners to initiate the segregation of the LID assessment. Examined and approved, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

City of Spokane Treasurer"

- iii. "A preliminary local improvement assessment exists against this property. It shall be the responsibility of the owner's to initiate the segregation of the LID assessment. After this assessment is finalized, it shall be due and payable. Examined and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

City of Spokane Treasurer"

c. The certification by the planning director, as follows:

"This plat has been reviewed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and is found to be in full compliance with all the conditions of approval stipulated in the Hearing Examiner's/Planning Director's approval of the preliminary plat # - -PP/SP.

\_\_\_\_\_

City of Spokane Planning Director"

d. The certification by the city engineer, as follows:

"Approved as to compliance with the survey data, the design of public works and provisions made for constructing the improvements and permanent control monuments this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

City of Spokane Engineer”

- e. The certification by the Spokane county treasurer, as follows:

“I hereby certify that the land described in this plat, as of the date of this certification, is not subject to any outstanding fees or assessments. Examined and approved \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Spokane County Treasurer”

- f. The certification by the Spokane county auditor on each page of the final short plat including the time, date, book and page number of the recording of the final mylar.

- g. Signature of every owner certifying that:

- i. the plat is made with the free consent and in accordance with the desires of the owners of the land;
- ii. the owners are the owners of the property and the only parties having interest in the land and is not encumbered by any delinquent taxes or assessments;
- iii. the owners adopt the plan of lots, blocks and streets shown;
- iv. owner dedicates to the City and the City’s permittees the easements shown for utilities and cable television purposes;
- v. owner dedicates to the City the streets, alleys and other public places, including slope and construction easements and waives all claims for damages against any governmental authority including, without limitation, the City which may be occasioned to the adjacent land by the establishment, construction, drainage and maintenance of any public way so dedicated; and
- vi. owner conveys to the City as general City property the buffer strips adjoining unplatted property.

- h. The drawing shall:

- i. be a legibly drawn, printed or reproduced permanent map;
- ii. if more than one sheet is required, each sheet shall show sheet numbers for the total sheets;
- iii. have margins that comply with the standards of the Spokane county auditor;
- iv. show in dashed lines the existing plat being replatted, if applicable;
- v. show monuments in accordance with [SMC 17G.080.020\(H\)\(1\)](#);
- vi. include any other information required by the conditions of approval; and
- vii. include any special statements of approval required from governmental agencies, including those pertaining to flood hazard areas, shorelines, critical areas and connections to adjacent state highways.

H. Filing.

Once the final plat has been reviewed, approved and signed by the applicable departments, the applicant shall file the final short plat with the county auditor within ten days of approval. No permits shall be issued for a proposed lot until the required conformed copies of the short plat have been submitted to the planning services department.

I. Redivision.

No land within the boundaries of a short subdivision may be further divided in any manner which will create additional lots within a period of five years except by subdivision in accordance with [SMC 17G.080.050](#)

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Effective Date: \_\_\_\_\_

\* Date of State Approval



# STAFF REPORT

PLANNING AND ECONOMIC DEVELOPMENT SERVICES DEPARTMENT

<b>To:</b>	City Plan Commission	
<b>Subject:</b>	Paper Cuts Code Amendments	
<b>Staff Contact:</b>	Tyler Kimbrell Planner II <a href="mailto:tkimbrell@spokanecity.org">tkimbrell@spokanecity.org</a>	Spencer Gardner Planning Director <a href="mailto:sgardner@spokanecity.org">sgardner@spokanecity.org</a>
<b>Report Date:</b>	August 30, 2023	
<b>Hearing Date:</b>	September 13, 2023	
<b>Recommendation:</b>	Approval	

## I. SUMMARY

Paper Cuts Code amendments for SMC 17C.110.225 Accessory Structures; SMC 17C.120.580 Plazas and Other Open Spaces; SMC 17C.230.145 Development Standards for Residential Uses; SMC 17C.240.250 Off-premises Signs; SMC 17C.25.020 Dimensional Standards; and, SMC 17G.080.040 Short Subdivisions. See **Exhibit A** for the proposed text amendments.

## II. BACKGROUND

Paper Cuts Code Amendments are revisions to the Unified Development Code (UDC) identified by staff that clarify or make minor changes. These changes are intended to be minor in nature to improve the enforcement of development regulations that improve the quality of life for Spokane residents and improve processing of applications for the development community. Corrections and clarification of code will permit the Development Services Center to communicate development regulations more clearly to applicants.

## III. PROCESS

### DEVELOPMENT CODE AMENDMENT PROCEDURE

Article III Section 21, Amendments and Repeals, of the City of Spokane Charter provides for the ability of amendments of the Charter and Spokane Municipal Code through ordinances. Title 17 is known as the Unified Development Code (UDC) and is incorporated into the Spokane Municipal Code to implement the City's Comprehensive Plan, and by reference, the requirements of the Washington State Growth Management Act (GMA). Section [17G.025.010](#) establishes the procedure and decision criteria that the City uses to review and amend the UDC. The City may approve amendments to the UDC if it is found that a proposed amendment is consistent with the provisions of the Comprehensive Plan, and bears a substantial relation to public health, safety, welfare, and protection of the environment.

### Role of the City Plan Commission

The proposed text amendments require a review process set forth in Section 17G.025.010(F) SMC. The Plan Commission is responsible for holding a public hearing and forwarding its findings, conclusions, and recommendations to the City Council. Utilizing the decision criteria in 17G.025 SMC, the Plan Commission may recommend approval, modification, or denial of the proposal.

The Plan Commission may incorporate the facts and findings of the staff report as the basis for its recommendation to the City Council or may modify the findings as necessary to support their final recommendation.



## Role of City Council

The City Council will also conduct a review process considering the proposed text amendment, public comments and testimony, the staff report, and the Plan Commission's recommendation. The final decision to approve, modify, or deny the proposed amendment rests with the City Council. Proposals adopted by ordinance after public hearings are official amendments to the Spokane Municipal Code.

## COMMUNITY ENGAGEMENT

Plan Commission workshop	July 26, 2023
SEPA Determination of Non-significance for Dimensional Standards issued	August 30, 2023
Plan Commission Public Hearing	Sept 13, 2023

## SEPA REVIEW

As outlined in Section 17G.025.010 SMC, notices of proposals to amend the UDC are distributed and interested parties should be made aware of such proposals during the Plan Commission review, including the SEPA checklist and determination. Similarly, a public notice published in the *Spokesman-Review* fourteen days prior to the Plan Commission public hearing is required.

This proposal was properly noticed pursuant to Section 17G.025.010(E). See **Exhibit B** for the SEPA Determination of Non-significance issued on August 30, 2023 for the amendments related to dimensional standards.

## COMMENTS RECEIVED

- No comments were received as of September 5, 2023. All comments received between September 6, 2023 and September 13, 2023 will be forwarded to the Plan Commission prior to their public hearing.

## IV. ANALYSIS

### PROPOSAL DESCRIPTION

Code amendments:

- SMC 17C.110.225 Accessory Structures
  - Amending SMC 17C.110.225(4)(a) clarifying that the covered detached accessory structures are not allowed in the required front building setbacks and are only allowed in the side setback with a signed waiver for the neighboring property owner.
- SMC 17C.120.580 Plazas and Other Open Spaces
  - Amending SMC 17C.120.580(B)(1) removing the requirement for renovated buildings over forty thousand square feet to have an open space or plaza near the main entrances.
- SMC 17C.230.145 Development Standards for Residential Uses
  - Amending SMC 17C.230.145(C)(1) & SMC 17C.230.145(C)(2) to clarify that no parking is allowed within the first twenty feet of the front lot line or within the side street lot line setbacks.
- SMC 17C.240.250 Off-premises Signs
  - Amending SMC 17C.240.250(B)(2) to align the public works exception with the SMC 17C.240.280 by clarifying that a legal non-conforming off-premise sign loses its legal status after 6 months of inactivity.
- SMC 17C.250.020 Dimensional Standards
  - Amending SMC 17C.250.020(A) to add Essential Public Facilities as defined in SMC 17C.190.530 to the exception list for the dimensional standards.
- SMC 17G.080.040 Short Subdivisions
  - Amending SMC 17G.080.040(B)(2)(e) to correct a spelling error.

## IMPLEMENTATION OF COMPREHENSIVE PLAN GOALS AND POLICIES

Section [17G.025.010](#) SMC establishes the review criteria for text amendments to the Unified Development Code. In order to approve a text amendment, City Council shall consider the findings and recommendations of the Plan Commission along with the approval criteria outlined in the Code. The applicable criteria are shown below in *bold and italic* with staff analysis following the complete list. Review of the Comprehensive Plan goals and policies indicates that the proposal meets the approval criteria for internal consistency set forth in SMC 17G.025.010(G).

### 17G.025.010(G) Approval criteria

**1. The proposed amendment is consistent with the applicable provisions of the comprehensive plan.**

**Staff Analysis:** The proposed amendments do not alter the outcomes of the Unified Development Code (UDC) and therefore remains consistent with the various comprehensive plan goals of managing land use in an efficient manner. Furthermore, clarifying or correcting errors in the UDC helps further goals of transparency in government.

**2. The proposed amendment bears a substantial relation to public health, safety, welfare, and protection of the environment.**

**Staff Analysis:** The purpose of development regulations in the UDC is to provide a vehicle to implement the City's comprehensive plan, and by reference, the requirements of the Washington State Growth Management Act (GMA). The UDC includes community goals that bears a substantial relation to public health, safety, welfare, and protection of the environment and the proposed amendments to clarify or correct errors to the code language help further implement those goals.

## V. DISCUSSION

The proposed text amendments clarify and correct errors within the UDC ensuring that the implementation and enforcement of the development regulations are more straightforward for City staff. The amendments also provide clarity for applicants as to what is expected for land use and building applications.

## VI. CONCLUSION

Based on the facts and findings presented herein, staff concludes that the requested text amendments to the Unified Development Code satisfy the applicable criteria for approval as set forth in SMC Section 17G.025.010. To comply with RCW 36.70A.370 the proposed text amendments have been evaluated to ensure proposed changes do not result in unconstitutional takings of private property.

## VII. STAFF RECOMMENDATION

Following the close of public testimony and deliberation regarding conclusions with respect to the review criteria and decision criteria detailed in SMC 17G.025.010, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested code amendments to the Unified Development Code.

Staff **recommends approval** of the requested text amendments to SMC 17C.110.225 Accessory Structures; SMC 17C.120.580 Plazas and Other Open Spaces; SMC 17C.230.145 Development Standards for Residential Uses; SMC 17C.240.250 Off-premises Signs; SMC 17C.25.020 Dimensional Standards; and, SMC 17G.080.040 Short Subdivisions and recommends that the Plan Commission adopt the facts and findings of the staff report.

## VIII. LIST OF EXHIBITS

- A. Proposed text amendments
- B. SEPA Determination of Non-significance for Dimensional Standards

# EXHIBIT A

## Section 17C.110.225 Accessory Structures

### A. Purpose.

This section regulates structures that are incidental to primary buildings to prevent them from becoming the predominant element of the site. The standards provide for necessary access around structures, help maintain privacy to adjoining lots and maintain open front setbacks.

### B. General Standards.

1. Accessory structures are allowed on a lot only in conjunction with a primary building, and may not exist on a lot prior to the construction of the primary structure, except as allowed by subsection (B)(2) of this section.
2. An accessory structure that becomes the only structure on a lot as the result of a land division may remain on the lot if the owner has submitted a financial guarantee to the City for the cost of demolition and removal of the structure. The financial guarantee will be used by the City if the owner has not removed the accessory structure if, within one year of final plat approval or boundary line adjustment (BLA), a primary structure has not been built and received final inspection. The financial guarantee must be accepted by the City prior to approval of the final plat or boundary line adjustment.
3. An accessory structure shall not contain a kitchen or space for living, sleeping, eating, or cooking unless it is approved as an accessory dwelling unit under chapter 17C.300 SMC.

### C. Setbacks.

#### 1. Mechanical Structures.

Mechanical structures are items such as heat pumps, air conditioners, emergency generators, and water pumps.

##### a. Front Setback Standard.

Mechanical structures are not allowed in required front building setbacks.

##### b. Side and Rear Setback Standard.

Mechanical structures are allowed inside and rear building setbacks if the structure is no more than forty-eight inches high.

#### 2. Vertical Structures.

Vertical structures are items such as flagpoles, trellises and other garden structures, radio antennas, satellite receiving dishes and lampposts. Fences are addressed in SMC 17C.110.230. Sign standards are in chapter 17C.240 SMC, Signs.

##### a. Setback Standard.

Vertical structures are allowed in required side and rear building setbacks if they are no larger than four feet in width, depth or diameter and no taller than seven feet. If they are larger or taller, they are not allowed in required building setbacks. Trellises and other gate features are allowed in front yard if they are no larger than four feet in width, depth or diameter and no taller than seven feet and do not conflict with the clear view triangle provisions under SMC 17C.110.230, Fences.

3. Uncovered Horizontal Structures.

Uncovered horizontal structures are items such as decks, stairways, entry bridges, wheelchair ramps, swimming pools, hot tubs, tennis courts, and boat docks that are not covered or enclosed.

a. Setback Standard.

i. Projection Allowed.

The following structures are allowed in required building setbacks, as follows:

- A. Structures that are no more than two and one-half feet above the ground are allowed in side and rear building setbacks. Handrails required by the IBC/IRC are not included in the maximum height.
- B. On lots that slope down from the street, vehicular or pedestrian entry bridges that are no more than two and one-half feet above the average sidewalk elevation are allowed in all building setbacks; and
- C. Stairways and wheelchair ramps that lead to one entrance on the street-facing facade of a building are allowed in street setbacks.

4. Covered Accessory Structures.

Covered accessory structures are items such as greenhouses, storage buildings (not used to cover motor vehicles), sheds, covered decks, covered porches, gazebos, and covered recreational structures.

a. Setback Standard.

i. Front Setback.

Covered accessory structures are not allowed in the required front building setbacks.

ii. Side Setback.

Covered detached accessory structures are not allowed in the required side building setback without a signed waiver from the neighboring property owner.

Covered attached accessory structures are not allowed in the required side building setback.

5. Detached Accessory Structures.

Detached accessory structures are garages, carports, and other structures utilized to cover motorized vehicles.

a. Setback Standard.

A detached accessory structure is not allowed in the front building setback. A detached accessory structure is not allowed in the required side building setback without a signed waiver from the neighboring property owner. A detached accessory structure that has an entrance, which faces a street, is required to be setback twenty feet from the property line or from the back of the sidewalk, as stated in Table 17C.110-3.

b. Detached accessory structures may be built to the rear property line, unless parking in front of the structure is proposed, then the structure is required to be built a minimum of eighteen feet from the edge of the alley tract, easement, or right-of-way.

6. Attached Accessory Structures.

Accessory structures are garages, carports or other structures utilized to cover motorized vehicles that are connected by a common wall to the primary structure.

a. Setback Standard.

An attached accessory structure is not allowed in the front building setback. An attached accessory structure that has an entrance which faces a street is required to be setback twenty feet from the property line as stated in Table 17C.110-3.

b. Attached accessory structures may be built to within five feet of the rear property line, unless parking in front of the structure is proposed, then the structure is required to be built a minimum of eighteen feet from the edge of the alley tract, easement or right-of-way.

D. Building Coverage.

1. Except as provided in subsection (2) of this subsection (D), the combined building coverage of all detached accessory structures and covered accessory structures may not exceed fifteen percent of the total area of

the site, and when combined with all other structures on-site shall not exceed the maximum building coverage of the base zone.

2. On lots smaller than five thousand five hundred square feet with an accessory dwelling unit, combined building coverage of all detached accessory structures and covered accessory structures may not exceed twenty percent of the total area of the site, and when combined with all other structures on-site shall not exceed the maximum building coverage of the base zone.

E. Building Height.

The building height of detached accessory structures and covered accessory structures is listed in Table 17C.110-3. Accessory structures, which contain an ADU over a garage, are subject to the height limitations in chapter 17C.300 SMC, Accessory Dwelling Units.

[keep table 17C.110.225-1]

[keep image]

[keep image]

## Section 17C.120.580 Plazas and Other Open Spaces

### A. Purpose.

To provide a pedestrian-friendly environment by creating a variety of usable and interesting open spaces within private development.

### B. Plazas and Other Open Spaces Implementation.

1. New ~~or renovated~~ buildings over forty thousand square feet shall have plazas, courtyards or other pedestrian spaces at or near their main entrances. (R)
2. Plazas and other open spaces shall be a minimum of one square foot of plaza per one hundred square feet of building area. This area may count toward the interior landscaping required. (P)
3. Plazas, courtyards and other pedestrian space shall include at least three of the following: (P)
  - a. Special interest landscape.
  - b. Pedestrian scale bollard or other accent lighting.
  - c. Special paving, such as colored/stained concrete, brick or other unit paver.
  - d. Artwork.
  - e. Seating, such as benches, tables, or low seating walls.
  - f. Water feature.

[keep images]



## Section 17C.230.145 Development Standards for Residential Uses

### A. Purpose

The size and placement of vehicle parking areas are regulated in order to enhance the appearance of neighborhoods.

[keep image]

### B. Structures These Regulations Apply To

The regulations of this section apply to residential uses in the RA, RSF, RTF, RMF, RHD, FBC CA4 zones. The regulations apply to required and excess parking areas. Parking for mobile home parks is regulated in chapter 17C.345 SMC, Manufactured Homes and Manufactured Home Parks.

### C. Parking Area Locations

1. ~~Required Parking.~~ Required parking spaces are not allowed within the first twenty feet from a front lot line or within side street lot line setback.

~~2. Non-required Parking.~~

~~Non-required parking spaces for personal passenger vehicles may be located in the first twenty feet from a front lot line or the side lot line setback in a driveway. The vehicle cannot overhang or block the sidewalk.~~

32. Utility trailers, motorized recreation vehicles and non-motorized accessory recreational vehicles cannot be stored in the first twenty feet from the front lot line nor the side street line.

43. Driveway Width

[keep image]

a. In the RA and RSF zones, no more than forty percent of the land area between the front lot line and the front building line may be paved or used for vehicle areas. In addition, on corner lots, no more than twenty percent of the land area between the side street lot line and the side street building line may be paved or used for vehicle areas. As an exception to the area limitations in this subparagraph, a lot is allowed at least a nine-foot wide vehicle area.

b. In the RTF, RMF, RHD, FBC CA4 zones, no more than twenty percent of the land area between the front lot line and the front building line may be paved or used for vehicle areas. In addition, on corner lots no more than twenty percent of the land area between the side street lot line and the side street building line may be

paved or used for vehicle areas. As an exception to the area limitations in this paragraph, a lot is allowed at least a nine-foot wide vehicle area.

c. Exception.

Driveway coverage in the residential zones may exceed the size limitations of (4)(a) and (4)(b) above when the subject property is located on a principal arterial and the increase in site coverage is due to inadequate maneuvering area for the safe exit of vehicles from the site. The exception to driveway coverage is reviewed by the engineering services department as a portion of the driveway access permit.

54. Parking in Garages.

Parking in garages is subject to the garage setback standards of the base zone, overlay zone or plan district.

D. Parking Space Sizes

A parking space must be at least nine feet by eighteen feet. The minimum driveway width on private property is nine feet.

E. Paving

1. Generally.

All driveways and parking areas must be covered in an all weather surface.

2. Exceptions.

a. Gravel surfaces may be approved by engineering services when the abutting street is not paved, and the applicant executes a covenant agreeing to pave the area if the street is paved in the future.

b. Utility trailers, motorized recreational vehicles and non-motorized accessory recreational vehicles may be stored on unpaved surfaces. A gravel surface is not required.

## Section 17C.240.250 Off-premises Signs

- A. No new off-premises signs may be constructed, on any site.
- B. Off-premises signs now in existence in any zone, meeting the requirements of 17C.240.280, are considered nonconforming uses and may remain, subject to the following restrictions:
  - 1. A nonconforming off-premises sign may not be increased in size or elevation, relocated to another site or to a new location on the same site or expanded, enlarged, or extended in any way, including, but not limited to, the addition of advertising faces or the addition of rotating faces with movable panels designed to create additional advertising, except as provided for in the public works exception below.
  - 2. Public Works Exception.

A legal, non-conforming off-premises sign ~~that is allowed to remain in conformance with this section~~ shall be allowed to be relocated if necessitated for the accomplishment of a governmental public works project. The relocation of an off-premises sign under this exception must occur within six (6) months of removal or its legal, non-conforming status shall be discontinued pursuant to SMC 17C.240.280. ~~This r~~Relocation of these off-premises signs for public works projects shall be subject to the limitations in subsections (a) through (f) below:

- a. No increase in square footage of off-premises sign copy shall be permitted. These signs shall be replaced at the same size they existed at immediately prior to relocation.
- b. No additional sign faces shall be added.
- c. No increase in height of the existing off-premises sign shall be permitted except where needed to provide for minimum height clearance (from the ground to the bottom of the off-premises signs) to comply with roadway safety.
- d. The off-premises sign shall be relocated along the same roadway it was removed from in the geographical vicinity and shall comply with the Scenic Vistas Act of 1971 (chapter 47.42 RCW and chapter 468-66 WAC) if located along a state highway. For purposes of this provision, the term "roadway" shall apply to both directions of a couplet.
- e. The off-premise sign shall not be relocated to a site with a Residential, Neighborhood Retail, or Center and Corridor zoning designation including CA zones, or located within an historic district, regardless of the zoning or district of the original sign location.

- f. The relocation of the off-premises sign shall be subject to all current City of Spokane rules, regulations, and procedures relating to the regulation and control of signs, excepting size, height, and off premise advertising limitations.
3. A nonconforming off-premises sign may not be structurally altered. Structural alterations mean alterations to, including replacement of, either the off-premises sign face, or the supporting structure. Normal maintenance and repair including painting, cleaning, or replacing damaged parts of the off-premises sign, shall not be considered a structural alteration.
4. Any nonconforming off-premises sign which deteriorates, is damaged or destroyed by fire, explosion, wind, act of nature, failure to maintain or other accidental means may be restored if the cost thereof does not exceed fifty percent of its replacement cost. Off-premises signs damaged in an amount in excess of fifty percent of replacement cost shall be removed.
5. All nonconforming off-premises signs shall be kept in good repair and maintained in a neat, clean, attractive and safe condition. Any work required to repair or maintain an off-premises sign shall be completed promptly so long as the off-premises sign is not structurally altered, and so long as the cost of such repair and/or maintenance does not exceed fifty percent of the cost of replacing the off-premise sign.

## Section 17C.250.020 Dimensional Standards

### A. Applicability.

The standards of this section apply to buildings and structures over seventy feet tall.

The dimensional standards ~~in SMC 17C.250.020~~of this section do not apply to the following:

1. ~~m~~Medical ~~e~~Centers as defined in SMC 17C.190.450;
2. ~~and other~~ buildings within six hundred feet of ~~medical~~Medical centers Centers(SMC 17C.190.450); and
3. Essential Public Facilities as defined in SMC 17C.190.530.

~~The following standards apply to buildings and structures over seventy feet tall.~~

### BA. Upper Story Setback.

All floors above seventy feet shall be setback from all street lot lines a minimum of twenty feet.

### CB. Maximum Floor Area per Floor.

All floors above seventy feet shall have a maximum floor area of twelve thousand square feet.

[keep image]

### DE. Maximum Tower Dimension.

All floors above seventy feet shall have a maximum floor dimension of one hundred fifty feet.

[keep image]

## Section 17G.080.040 Short Subdivisions

### A. Predevelopment Meeting

A predevelopment meeting is required if the proposal is located in the central business district, unless waived by the director, and is recommended for all other proposals prior to submittal of the application. The purpose of a predevelopment meeting is to acquaint the applicant with the applicable provisions of this chapter, minimum submission requirements and other plans or regulations, which may impact the proposal.

### B. Preliminary Short Plat Application and Map Requirements

1. Applications for approval of a preliminary short subdivision shall be filed with the director. All applications shall be submitted on forms provided for such purpose by the department. The director may waive specific submittal requirements determined to be unnecessary for review of the application. The application shall include the following:

- a. The general application.
- b. The supplemental application.
- c. The environmental checklist, if required under chapter 17E.050 SMC.
- d. Title report no older than thirty days from issuance from the title company.
- e. The filing fees as required under chapter 8.02 SMC.
- f. The required number of documents, plans or maps drawn to a minimum scale of one inch equals one hundred feet, on a sheet twenty-four by thirty-six inches, as set forth in the application checklist.
- g. A written narrative identifying consistency with the applicable policies, regulations and criteria for approval of the permit requested; and
- h. Additional application information which may be requested by the permitting department and may include, but is not limited to, the following: geotechnical studies, hydrologic studies, critical area studies, noise studies, air quality studies, visual analysis and transportation impact studies.
- i. One copy of the predevelopment conference notes (if applicable); and
- j. One copy of the notification district map.

2. Contents of Preliminary Short Plat Map

The preliminary short plat shall be prepared by a land surveyor and shall show the following:

- a. Plat name and the name of any subdivision to be replatted.
- b. The name, mailing address and phone number of the owner and the person with whom official contact should be made regarding the application.
- c. Surveyor's name, mailing address and phone number.
- d. Legal description.
- e. Section, township and range
- f. Vicinity map.
- g. North arrow, scale and date.
- h. Datum plane.
- i. Acreage.
- j. Number of lots and proposed density.
- k. Zoning designation.
- l. The boundary lines of the proposed subdivision.
- m. City limits and section lines.
- n. Park or open space (if proposed).
- o. Existing topography at two-foot maximum interval.
- p. The boundaries and approximate dimensions of all blocks and lots, together with the numbers proposed to be assigned each lot and block, and the dimensions, square footage and acreage of all proposed lots and tracts.
- q. Proposed names of streets.
- r. The location and widths of streets, alleys, rights-of-way, easements (both public and private), turn around and emergency access, parks and open spaces.
- s. Conditions of adjacent property, platted or unplatted, and if platted, giving the name of the subdivision. If the proposed short plat is the subdivision of a portion of an existing plat, the approximate lines of the existing plat are to be shown along with any and all recorded covenants and easement
- t. The names and address of the record owners and taxpayers of each parcel adjoining the subdivision.
- u. Indicate any street grades in excess of eight percent.

- v. The location and, where ascertainable, sizes of all permanent buildings, wells, wellhead protection areas, sewage disposal systems, water courses, bodies of water, flood zones, culverts, bridges, structures, overhead and underground utilities, railroad lines, and other features existing upon, over or under the land proposed to be subdivided, and identifying any which are to be retained or removed.
- w. Proposed one-foot strips for right-of-way conveyed to the City, in cases where a proposed public street or alley abuts unplatted land.
- x. If a body of water forms the boundary of the plat, the ordinary high water mark as defined in chapter 90.58 RCW.
- y. Critical areas as defined in chapters 17E.020, 17E.030, 17E.070 and 17G.030 SMC.
- z. Significant historic, cultural or archaeological resources; and
- aa. If the proposal is located in an irrigation district, the irrigation district name.

C. Review of Preliminary Short Plat

1. The application shall be reviewed in accordance with the procedures set forth in chapter 17G.060 SMC for a Type II application, except an application that meets the requirements for minor engineering review as provided in subsection (2) of this section shall be excluded from the public notice requirements contained in SMC 17G.060.110 through 17G.060.120 and public comment period under SMC 17G.060.130.

2. Minor Engineering Review.

A preliminary short plat application may qualify for a minor engineering review if it meets all of the following conditions:

- a. The application is categorically exempt from chapter 43.21C RCW (SEPA);
- b. There is direct water and sewer main lot frontage on an existing and improved public right-of-way;
- c. No extensions of public water, sewer, or other utility services will be needed;
- d. No public easements for water, sewer, or other utility service exists on the lot;
- e. The lot is not situated in a Special Drainage District as defined in SMC 17D.060.130; and
- f. Public utility mains do not exist on the lot.



D. Public Notice

All public notice of the application shall be given in accordance with the procedures set forth in chapter 17G.060 SMC for a Type II application, except a short plat that meets the requirements for minor engineering review as provided in subsection (C)(2) of this section shall not require a notice of application.

E. Preliminary Short Plat Approval Criteria

Prior to approval of a short plat application, the director shall find the application to be in the public use and interest, conform to applicable land use controls and the comprehensive plan of the City, and the approval criteria set forth in chapter 17G.060 SMC. The director has the authority to approve or disapprove a proposed preliminary short plat under the provisions of this chapter, subject to appeal as provided in chapters 17F.050 and 17G.060 SMC.

F. Final Short Plat Review Procedure

1. The subdivider shall submit to the director for review the following:
  - a. A final short plat, prepared by a registered land surveyor licensed in the state of Washington, consistent with the approved preliminary short plat.
  - b. A title report less than thirty days old confirming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication.
  - c. Covenants, conditions and restrictions, if applicable; and
  - d. Fees pursuant to chapter 8.02 SMC.
2. Within thirty days, unless the applicant has consented to a longer period of time, of receipt of a proposed final short plat, the director shall review the plat for conformance with all conditions of the preliminary short plat approval, the requirements of this chapter and that arrangements have been made to insure the construction of required improvements. If all such conditions are met, the director shall approve the final short plat and authorize the recording of the plat. If all conditions are not met, the director shall provide the applicant in writing a statement of the necessary changes to bring the final short plat into conformance with the conditions.
  - a. If the final short plat is required to be resubmitted, the subdivider is required to provide the following:
  - b. A cover letter addressing the corrections, additions or modifications required.
  - c. Title report no older than thirty days from issuance of a title company conforming that the title of the lands as described and

shown on said plat is in the name of the owners signing the certificate or instrument of dedication; and

- d. The required number of copies of the corrected final short plat map.
- 3. If the final short plat is approved, the surveyor causes the plat to be signed by the Spokane county treasurer and file of record with the Spokane county auditor. The surveyor is required to file the appropriate number of mylar and bond copies of the recorded short plat with the director.

G. Final Short Plat Map Requirements

The subdivider shall submit to the director a final short plat in the same form and with the same content as the preliminary short plat, as provided in subsections (B)(1) and (2) of this section, with the following exceptions or additional requirements:

- 1. A final short plat shall contain all the information required of the preliminary plat, except the following:
  - a. Show existing buildings.
  - b. Show existing utility lines and underground structures.
  - c. Show the topographical elevations; or
  - d. Contain the names and addresses of adjoining landowners.
- 2. The final short plat shall include the following:
  - a. Surveyor's certificate, stamp, date and signature, as follows:

The following land surveyor's certificate to be shown on each sheet of the plat: "I, \_\_\_\_\_ registered land surveyor, hereby certify the plat of \_\_\_\_\_, as shown hereon, is based upon actual field survey of the land described and that all angles, distances, and courses are correctly shown and that all non fronting lot corners are set as shown on the plat. Monuments and fronting lot corners shall be set upon completion of the utility and street improvements.

Signed \_\_\_\_\_ (Seal)"
  - b. A certification by the city treasurer, as applicable:
    - i. "I hereby certify that the land described by this plat, as of the date of this certification, is not subject to any local improvement assessments. Examined and approved, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

City of Spokane Treasurer”

- ii. “I hereby certify that the land described by this plat, as of the date of this certificate, is not subject to any delinquent local improvement assessment. Future installments, if any, shall remain due and payable and it shall be the responsibility of the owners to initiate the segregation of the LID assessment. Examined and approved, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City of Spokane Treasurer”

- iii. “A preliminary local improvement assessment exists against this property. It shall be the responsibility of the owner’s to initiate the segregation of the LID assessment. After this assessment is finalized, it shall be due and payable. Examined and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City of Spokane Treasurer”

- c. The certification by the planning director, as follows:

“This plat has been reviewed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and is found to be in full compliance with all the conditions of approval stipulated in the Hearing Examiner’s/Planning Director’s approval of the preliminary plat # - -PP/SP.

\_\_\_\_\_  
City of Spokane Planning Director”

- d. The certification by the city engineer, as follows:

“Approved as to compliance with the survey data, the design of public works and provisions made for constructing the improvements and permanent control monuments this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City of Spokane Engineer”

- e. The certification by the Spokane county treasurer, as follows:

“I hereby certify that the land described in this plat, as of the date of this certification, is not subject to any outstanding fees or assessments. Examined and approved \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Spokane County Treasurer”

- f. The certification by the Spokane county auditor on each page of the final short plat including the time, date, book and page number of the recording of the final mylar.
- g. Signature of every owner certifying that:
  - i. the plat is made with the free consent and in accordance with the desires of the owners of the land;
  - ii. the owners are the owners of the property and the only parties having interest in the land and is not encumbered by any delinquent taxes or assessments;
  - iii. the owners adopt the plan of lots, blocks and streets shown;
  - iv. owner dedicates to the City and the City’s permittees the easements shown for utilities and cable television purposes;
  - v. owner dedicates to the City the streets, alleys and other public places, including slope and construction easements and waives all claims for damages against any governmental authority including, without limitation, the City which may be occasioned to the adjacent land by the establishment, construction, drainage and maintenance of any public way so dedicated; and
  - vi. owner conveys to the City as general City property the buffer strips adjoining unplatted property.
- h. The drawing shall:
  - i. be a legibly drawn, printed or reproduced permanent map;
  - ii. if more than one sheet is required, each sheet shall show sheet numbers for the total sheets;
  - iii. have margins that comply with the standards of the Spokane county auditor;
  - iv. show in dashed lines the existing plat being replatted, if applicable;
  - v. show monuments in accordance with SMC 17G.080.020(H)(1);
  - vi. include any other information required by the conditions of approval; and
  - vii. include any special statements of approval required from governmental agencies, including those pertaining to flood

hazard areas, shorelines, critical areas and connections to adjacent state highways.

H. Filing.

Once the final plat has been reviewed, approved and signed by the applicable departments, the applicant shall file the final short plat with the county auditor within ten days of approval. No permits shall be issued for a proposed lot until the required conformed copies of the short plat have been submitted to the planning services department.

I. Redivision.

No land within the boundaries of a short subdivision may be further divided in any manner which will create additional lots within a period of five years except by subdivision in accordance with SMC 17G.080.050

# EXHIBIT B



**NONPROJECT DETERMINATION OF NONSIGNIFICANCE**

**FILE NO(s):** Dimensional Standards Amendment (non-project)

**PROPONENT:** City of Spokane

**DESCRIPTION OF PROPOSAL:** This proposal will amend the Spokane Municipal Code (SMC) Section 17C.250.020 to reorganize the section for improved clarity and to include an exemption for Essential Public Facilities as defined in SMC 17C.190.530.

**LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:** This proposal has a City-wide impact.

**LEAD AGENCY:** City of Spokane

**DETERMINATION:**


The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW [43.21C.030\(2\)\(c\)](#). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

- There is no comment period for this DNS.
- This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). **Comments regarding this DNS must be submitted no later than 4:00 p.m. on September 13, 2023 if they are intended to alter the DNS.**

\*\*\*\*\*

**Responsible Official:** Spencer Gardner **Position/Title:** Director, Planning Services

**Address:** 808 W. Spokane Falls Blvd., Spokane, WA 99201 **Phone:** 509-625-6097

**Date Issued:** August 30, 2023 **Signature:** 

\*\*\*\*\*

**APPEAL OF THIS DETERMINATION**

After a determination has become final, appeal may be made to:

**Responsible Official:** City of Spokane Hearing Examiner

**Address:** 808 W. Spokane Falls Blvd., Spokane, WA 99201

**Email:** [hearingexaminer@spokanecity.org](mailto:hearingexaminer@spokanecity.org) **Phone:** 509-625-6010

**Deadline:** 21 days from the date of the signed DNS  
**12:00 p.m. on September 20, 2023**



The appeal must be on forms provided by the Responsible Official, and make specific factual objections. Appeals must be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.





# SEPA City Nonproject DNS Dimensional Standards Amendment

Final Audit Report

2023-08-16

Created:	2023-08-16
By:	Tyler Kimbrell (tkimbrell@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZJOdZWxpMUsVPrXZ3o_hCQQJo1qSwKFz

## "SEPA City Nonproject DNS Dimensional Standards Amendment" History

-  Document created by Tyler Kimbrell (tkimbrell@spokanecity.org)  
2023-08-16 - 6:11:57 PM GMT
-  Document emailed to Spencer Gardner (sgardner@spokanecity.org) for signature  
2023-08-16 - 6:12:18 PM GMT
-  Email viewed by Spencer Gardner (sgardner@spokanecity.org)  
2023-08-16 - 6:21:48 PM GMT
-  Document e-signed by Spencer Gardner (sgardner@spokanecity.org)  
Signature Date: 2023-08-16 - 6:21:58 PM GMT - Time Source: server
-  Agreement completed.  
2023-08-16 - 6:21:58 PM GMT

**CITY OF SPOKANE PLAN COMMISSION  
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS  
REGARDING SUMMER 2023 PAPER CUTS CODE AMENDMENTS**

A recommendation of the City of Spokane Plan Commission to the City Council to approve amendments to the City's shoreline regulations to accommodate aquaculture. The proposal amends SMC Sections 17C.110.225 Accessory Structures; 17C.120.580 Plazas and Other Open Spaces; 17C.230.145 Development Standards for Residential Uses; 17C.240.250 Off-Premises Signs; 17C.250.020 Dimensional Standards; 17G.080.040 Short Subdivisions.

**FINDINGS OF FACT:**

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA) as set forth in RCW 36.70A.
- B. The proposed text amendments do not significantly alter the outcome and purpose of the Unified Development Code and therefore remain consistent with the City of Spokane's Comprehensive Plan.
- C. The Unified Development Code includes community goals that bears a substantial relation to public health, safety, welfare, and protection of the environment. Propose amendments to clarify or correct errors in the Unified Development Code further implement those goals.
- D. Public notice and communication began in July 2023 and included the following:
  1. A Plan Commission workshop on July 26, 2023
  2. Notice of SEPA Determination of Nonsignificance for amendments related to Dimensional Standards on August 30, 2023.
  3. A Plan Commission Public Hearing on September 13, 2023.
- E. No public comment was received before the distribution of the Staff Report on September 6, 2023. All comments received between September 6, 2023 and September 13, 2023 at 4:00pm were circulated to the commissioners for their review.
- F. On July 26, 2023 the City of Spokane Plan Commission held a workshop to discuss draft language, and review and evaluate with city staff alternatives to proposed text changes.
- G. On July 21, 2023, the Washington State Department of Commerce and appropriate state agencies were give the required 60-day notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106.
- H. A SEPA Determination of Nonsignificance was issued by the director of Planning Services on August 30, 2023 for the amendment related to SMC Section 17C.250.020. One comment was received.
- I. SEPA Categorical Exemption WAC 197-11-800(19) applies to SMC Sections 17C.110.225 Accessory Structures; 17C.120.580 Plazas and Other Open Spaces; 17C.230.145 Development Standards for Residential Uses; 17C.240.250 Off-Premises Signs; 17G.080.040 Short Subdivisions.

## Findings of Fact, Conclusion, and Recommendation

- J. A legal notice of public hearing was published in the *Spokesman-Review* on August 30, 2023 and September 6, 2023.
- K. The proposed text amendments were drafted and reviewed consistent with the requirements of RCW 36.70A.370 to assure protection of private property rights.
- L. Amendments to the Unified Development Code Title 17 are subject to the review and recommendation by the City of Spokane Plan Commission.
- M. The Plan Commission held a public hearing on September 13, 2023, to obtain public comments on the proposed amendments. No comments were received.
- N. The City of Spokane Plan commission adopts the findings and analysis set forth in the staff report prepared for the proposal.
- O. The City of Spokane Plan Commission finds that the proposed text amendments meet the decision criteria established in SMC 17G.025.010(G).

### **CONCLUSIONS:**

Based upon the draft text amendments, staff report and analysis (which is hereby incorporated into these findings, conclusions, and recommendations), SEPA review, agency and public comments received, and public testimony presented, the Spokane Plan Commission makes the following conclusions with respect to the proposed Paper Cuts Summer 2023 Code Amendments:

1. The Plan Commission finds that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment pursuant to the requirements outlined in SMC 17G.025.010(G).
2. The proposed text amendments will implement the goals and policies of the City of Spokane Comprehensive Plan.
3. Interested agencies and the public have had opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.
4. The Plan Commission finds that the proposed amendments are consistent with the applicable provisions of the Comprehensive Plan.

### **RECOMMENDATION:**

In the matter of the ordinances pertaining to the proposed text amendments, amending the Unified Development Code of the City of Spokane.

As based on the above listed findings and conclusions, by unanimous vote of eight in favor to zero not in favor, the Spokane Plan Commission takes the following actions:

1. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17C.110.225 Accessory Structures.
2. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17C.120.580 Plazas and Other Open Spaces.

Findings of Fact, Conclusion, and Recommendation

3. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17C.230.145 Development Standards for Residential Uses.
4. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17C.240.250 Off-premises Signs.
5. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17C.250.020 Dimensional Standards.
6. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17G.080.040 Short Subdivisions.
7. Authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Plan Commission's findings, conclusions, and recommendations on the proposed amendments.

*Greg Francis*

[Greg Francis \(Sep 14, 2023 18:49 PDT\)](#)

---

**Greg Francis, President**  
**Spokane Plan Commission**

**Date:** Sep 14, 2023

# PC Findings and Conclusions Summer 2023 Paper Cuts

Final Audit Report

2023-09-15

Created:	2023-09-14
By:	Ryan Benzie (rbenzie@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwHE6pfDH_P79LDT9LjREtk2RoNeCcdkK

## "PC Findings and Conclusions Summer 2023 Paper Cuts" History

 Document created by Ryan Benzie (rbenzie@spokanecity.org)


2023-09-14 - 4:54:47 PM GMT

 Document emailed to gfrancis@spokanecity.org for signature

2023-09-14 - 4:55:05 PM GMT

 Email viewed by gfrancis@spokanecity.org

2023-09-15 - 1:48:32 AM GMT

 Signer gfrancis@spokanecity.org entered name at signing as Greg Francis

2023-09-15 - 1:49:27 AM GMT

 Document e-signed by Greg Francis (gfrancis@spokanecity.org)

Signature Date: 2023-09-15 - 1:49:29 AM GMT - Time Source: server

 Agreement completed.

2023-09-15 - 1:49:29 AM GMT



**Agenda Sheet for City Council Meeting of:**  
10/09/2023

<b>Date Rec'd</b>	9/27/2023
<b>Clerk's File #</b>	ORD C36449
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	ALEX GIBILISCO 6957
<b>Contact E-Mail</b>	AGIBILISCO@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	0320 - LANGUAGE ACCESS IN MUNICIPAL PROCEEDINGS

**Agenda Wording**

An ordinance establishing the Language Access Program for the City of Spokane and adopting a new chapter 18.11 to Title 18 of the Spokane Municipal Code.

**Summary (Background)**

For several years council has heard from community partners and residents about the difficulty of residents with limited English skills obtaining access City services. This ordinance establishes the Language Access Program for the City of Spokane and adopts a new chapter 18.11 to Title 18 of the Spokane Municipal Code.

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

Expense	\$ unknown	# tbd
Select	\$	#
Select	\$	#
Select	\$	#

**Approvals**

<b>Dept Head</b>	BYRD, GIACOBBE
<b>Division Director</b>	

**Council Notifications**

<b>Study Session\Other</b>	9/18 Finance Committee
<b>Council Sponsor</b>	CM Cathcart & CM Wilkerson

**Finance**

**Distribution List**

<b>Legal</b>	cwright@spokanecity.org
<b>For the Mayor</b>	agibilisco@spokanecity.org
<b>Additional Approvals</b>	gbyrd@spokanecity.org

**Purchasing**


## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	City Council Office
<b>Contact Name</b>	Alex Gibilisco
<b>Contact Email &amp; Phone</b>	<a href="mailto:agibilisco@spokanecity.org">agibilisco@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Cathcart
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5
<b>Agenda Item Name</b>	Language Access in Municipal Proceedings
<p><b>Summary (Background)</b></p> <p>*use the Fiscal Impact box below for relevant financial information</p>	<p>An ordinance establishing a language access program for the City of Spokane and adopting a new chapter 18.11 to Title 18 of the Spokane Municipal Code.</p> <p>For several years council has heard from community partners and residents about the difficulty of residents with limited English skills obtaining access City services. In 2022, City Council passed a resolution to encourage the City to adopt a language access plan. Since 2022 there has only been limited progress within the City in ensuring language access. It is now clear that only an ordinance imposing specific requirements and timelines for City departments will be effective in ensuring full language access for all City residents.</p> <p>The ordinance has several components. It requires all City departments to include language access planning in their budgeting commencing in 2024, and to have language access plans fully implemented by the end of 2025. City Council is to commence planning immediately for translation of council documents and interpretation of meetings. The ordinance identifies specific City documents that must be included in any language access plan for translation as well as council proceedings for which interpreter services might be made available. The ordinance includes exemptions for internal operations of the Mayor, City Attorney, City Engineer and City Clerk, as well exemptions for documents produced in response to a public records request.</p> <p>Commencing January 2024, the Office Civil Right, Equity, and Inclusion shall hire and designate a language access coordinator, who will be responsible for city-wide oversight of the City's Language Access Program. The OCREI role includes department support, training, and data collection.</p>
<b>Proposed Council Action</b>	<p><b>Adopt the Ordinance</b></p> <p><b>Committee: Finance and Administration 9/18</b></p> <p><b>First reading: 10/02</b></p> <p><b>Final Reading / Council Action: 10/09</b></p>

**Fiscal Impact**Total Cost: UnknownApproved in current year budget?  Yes  No  N/AFunding Source  One-time  Recurring

Specify funding source: TBD

Expense Occurrence  One-time  Recurring

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

**This ordinance is setting the foundation requirements to implement language access at the City of Spokane. There will be costs associated with the implementation of the ordinance and it asks departments to incorporate costs into their yearly budgets.**

**Operations Impacts** (If N/A, please give a brief description as to why)

**This ordinance is expected (and intended) to have substantial operational impacts City-wide. The actual cost is difficult to determine until department begin formal planning and budgeting for the requirements; but the operational impacts should be offset by increased efficiencies in providing city services to non-English-speaking members of the community.**

What impacts would the proposal have on historically excluded communities?

**Creates a language access plan to ensure translation and interpretation services are provided to residents that need it to access City programs and services. This directs all City department to create a plan to better facilitate and share out translating and interpreting plan for services provided by the City. The ordinance is designed to address barriers to civic participation that are inherent in the current system, which produces documents almost exclusively in English, to the detriment of limited English-speaking members of the community.**

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

**The ordinance directs the Office of Civil Rights, Equity, and Inclusion to assign a language access coordinator and for departments to report data to them to be included in a report to SHRC and city council.**

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

**Each department is required to report to the OCREI their plan and results, to update City Council, Human Rights Commission, and any compliance reporting to federal agency. The OCREI will assign a designated Language Access Coordinator to facilitate the process.**



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

**Aligns with Title VI plan requirements, including Chapter 10 (Social Health) and Chapter 13 (Local Governance and Citizenship).**

**Implements and codifies state and federal language access requirements.**

**Consistent with the City's recently adopted motto \_"In Spokane We All belong."**

## ORDINANCE NO. C36449

An ordinance establishing the Language Access Program for the City of Spokane and adopting a new chapter 18.11 to Title 18 of the Spokane Municipal Code.

**WHEREAS**, the First Amendment of the U.S. Constitution unequivocally guarantees citizens the fundamental right to "petition the government for a redress of grievances." This encompasses the essential right to seek direct access to government officials, actively participate in public discourse, and freely articulate their concerns, with language barriers posing a substantial and often insurmountable obstacle for many individuals in exercising these rights;

**WHEREAS**, implementing language access safeguards the fundamental rights enshrined in the 14th Amendment, reinforcing the commitment to fairness, nondiscrimination, and equal treatment for all individuals, regardless of their English proficiency.

**WHEREAS** The United States Supreme Court has consistently emphasized the foundational principles of equal protection and access to government services, often shedding light on the substantial barriers that language proficiency can pose in the context of these principles.

**WHEREAS** The City of Spokane is committed to welcoming and creating a place of belonging for all that call the City of Spokane home; and

**WHEREAS**, equity and inclusion are essential to building relationships and improving outcomes in Spokane communities, especially for under-represented and under-served communities, including, but not limited to, immigrants, refugees, and communities of color who are among our most vulnerable residents; and

**WHEREAS**, language access helps all immigrant and refugee residents, regardless of their English proficiency, to have meaningful, independent, and equitable access to City programs, services, and stakeholder engagement; and

**WHEREAS**, Title VI of the federal Civil Rights Act of 1964 states that "[n]o person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" and requires federal grant recipients to provide language access; and

**WHEREAS**, in the City's Title VI plan, it outlines the responsibilities of Title VI Specialists including maintaining data of Limited English Proficiency (LEP) residents; and

**WHEREAS**, State law (RCW 38.52) requires each county, city and town in Washington that provide safety information in an emergency or disaster to provide public notices of public health, safety, and welfare in a language other than English; and

**WHEREAS**, according to a 2020 5-year community survey, there are 16,732 Spokane residents who speak a language other than English and Spokane’s immigrant population grew by 9% percent since 2010; and,

**WHEREAS**, according to Spokane Public School District, 80 languages are spoken in Spokane public schools; and

**WHEREAS**, the Office of Civil Rights, Equity and Inclusion is best equipped to assist City departments in creating a Language Access Program and determining how to advance its implementation; and

**WHEREAS**, on August 1, 2022, the City Council adopted Resolution 2022-0071, which resolution cited the foregoing as a basis for implementing a language access program in the City of Spokane, and further requested the City of Spokane’s Office of Civil Rights, Equity and Inclusion convene representatives of departments in the City of Spokane to prioritize updating and implementation of language access program, and set forth specific recommended actions to ensure all residents have equal access to the City’s services, information, and civic processes; and

**WHEREAS**, while a few City departments have incorporated a language access program into their operations and public-facing interaction, the City of Spokane as a whole lags behind other municipalities in the State of Washington in implementing a systemic and comprehensive language access program for its municipal operations; and

**WHEREAS**, the failure to implement the action requested in Resolution 2022- 0071 continues to act as a barrier to full participation in municipal affairs for members of many Spokane communities, especially for under-represented and under-served communities, including, but not limited to, immigrants, refugees, and communities of color; and

**WHEREAS**, a systemic and comprehensive language access program in the City of Spokane’s municipal operations will not occur until, and unless, language access requirements are codified into the Spokane Municipal Code and incorporated into the budgets and standard operating procedures for City departments.

**NOW, THEREFORE**, the City of Spokane does ordain;

**Section 1.** There is enacted a new chapter 18.11 to Title 18 of the Spokane Municipal Code, titled “Language Access in Municipal Proceedings” and to read as follows:

- 18.11.010 Purpose, Language Access in Municipal Operations Program
- 18.11.020 Definitions.
- 18.11.030 Directive to create Language Access plan
- 18.11.040 Emergency Communications
- 18.11.050 Scope, Implementation and Milestones

- 18.11.060 Responsible Personnel / Language Access Coordinator
- 18.11.070 Exemptions

### **18.11.010 Purpose, Language Access in Municipal Operations Program**

The City of Spokane considers the languages spoken by the Native Tribes and the languages spoken by its immigrants and refugees to be an essential element of the City's cultural heritages, and as such should be cherished and preserved. Full and meaningful access for all residents depends on a comprehensive and systematic implementation of a language access program across all city departments and functions. Legislation is necessary to standardize language access, interpretation, and translation services across all departments within the City of Spokane, and to ensure all residents have equal and direct access to City services, information, and civic processes, without reliance on outside intermediaries who may not provide residents all the required information adequately.

### **18.11.020 Definitions**

- A. "Cultural and Linguistic Competency" means a set of behaviors, attributes and policies enabling a municipal agency or its employees to function effectively and appropriately in diverse and cross-cultural interactions and settings.
- B. "Cultural awareness" is an ongoing commitment to be respectful of other cultures as equally important and relevant to our vibrant community
- C. "Department" means all City of Spokane departments and divisions, and all city boards, commissions and committees established by the City Charter or by ordinance. Where an outside entity provides services on behalf of the City and for the direct benefit of City residents, the term "Department" includes the outside entity.
- D. "Language Access Program" or "LAP" means an implementation plan developed in accordance with this chapter to determine those language assistance services that are appropriate for the City of Spokane to address identified needs of the LEP populations served.
- E. "LEP" means "Limited English Proficiency" as defined in this section.
- F. "Limited English Proficiency" refers to the capability of an individual to speak English, and includes those who speak a language other than English or speak English less than 'very well' as classified by the U.S. Census.
- G. "Established Language" refers to a language spoken by individuals comprising 3.5% percent, or 700 residents, whichever is fewer, of the population of persons residing in the City of Spokane. Established Languages may also include other languages as recommended by the Office of Civil Rights, Equity, and Inclusion and subsequently approved by the City Council by resolution.

- H. “Public Communication Materials” means digital, audio and/or hard-copy materials generated by the City of Spokane and that are intended for broad distribution to inform or educate people served by City of Spokane.
- I. “Target Audience” means the individuals to whom the translated document is intended. A target audience may be identified as “primary” (people to whom messages are targeted) or “secondary” (someone with a stake in a City program or project, including key community contacts).
- J. “Vital Documents” means materials that provide essential information for accessing basic city services and benefits or for which actual consequences could result if the information were not provided. Examples of vital documents include but are not limited to:
  - 1. Emergency messages and alerts;
  - 2. Spokane Municipal Code
  - 3. The Spokane City Charter
  - 4. Consent forms;
  - 5. Complaint forms;
  - 6. Spokane City Council Agendas and City Council Rules
  - 7. Business licensing or permitting forms;
  - 8. Applications for grant funds or other funding administered by the City;
  - 9. Notice of violation, infraction, or arrest, small claims documents, impound hearings, and similar documents otherwise directed to a party regarding civil or criminal proceedings;
  - 10. Notices of eligibility criteria, rights, denial, loss, or decreases in services,
  - 11. Descriptions of opportunities and applications to serve on volunteer boards, committees and workgroups;
  - 12. Notices of availability of free language assistance for City business;
  - 13. Formally adopted City administrative policies and procedures;
  - 14. Summary explanations of a Department’s services to the public; and
  - 15. The Spokane Comprehensive Plan

**18.11.030 Directive to Create Language Access Plan**

All Departments shall develop and implement a Language Access Program as provided in this chapter. Each LAP shall include elements to ensure Cultural and Linguistic Competency and Cultural Humility, and shall consist of both translation of written materials and interpretation of proceedings, as follows:

- A. Written Translation Elements. Each LAP shall include the following elements to provide for written translation of City of Spokane documents:

1. A process to review all Vital Documents and Public Communication Materials intended for broad distribution to inform or educate residents of the City of Spokane, to ensure that communications are culturally and linguistically appropriate to the Target Audience.
2. A process to identify Vital Documents suitable for written translation into the Established Languages and additional languages when requested.
3. A summary document, available in at least Established Languages, that provides overview information about the Department and its services. This document will be incorporated into printed materials and will be posted on departmental website home pages.
4. A process to timely translate Vital Documents and Public Communications Materials into Established Languages.
5. A process for incorporating alternative forms of language assistance rather than translation when the alternative would be more effective or practical, including, but not limited to, technical, real-time translation via software, machine learning, or artificial intelligence.
6. Implementing a training program for city employees, focusing on the proficient utilization of language access programs, software, and associated procedures, as well as developing initiatives aimed at enhancing cultural awareness among employees who regularly interact with the public.
7. A plan to develop and implement emergency communications consistent with section 18.11.040 of this chapter.

B. Interpretation Elements. Each LAP shall include the following elements to provide for interpretation of City of Spokane services and proceedings:

1. Procedures for notifying City residents of the availability of interpreter services for City of Spokane business and operations. Such information shall be prominently displayed using Established Languages in City Hall and in other City property serving the general public.
2. A process for providing timely interpretation services for LEP residents when interacting with City employees who have regular contact with the public.
3. A process for providing interpretation services that ensure meaningful civic participation in City council proceedings as well as proceedings of City boards, committees or commissions.

#### **18.11.040 Emergency Communications**

A. During a crisis, emergency, or public safety situation, all city departments shall make it a priority to offer language access services and, ensure interpretation

and translation services are present and available to assist LEP residents with critical language needs, including, but not limited to, Marshallese and American Sign Language or alternative accommodations.

- B. If a crisis, emergency, or public safety situation requires posting of warning signs, the department would translate those signs into the appropriate significant population or Established languages according to neighborhood demographics, as identified by the City's Language Access Program.

#### **18.11.050 Scope, Implementation and Milestones**

- A. Except where earlier timelines are specified in this section or unless expressly exempted by SMC 18.11.080, all City departments shall have a fully implemented Language Access Program in place no later than January 1, 2026.
  - 1. As soon as practical after the effective date of this ordinance, the City Council and Planning Department shall henceforth incorporate language access into any adopted departmental operating procedures.
  - 2. Commencing with the 2025 Annual Budget of the City, all affected departments shall include LAP planning as a line-item appropriation within any proposed departmental budget.
  - 3. Commencing with the 2026 Annual Budget of the City, all affected departments shall incorporate Language Access implementation as a line-item appropriation within any proposed departmental budget.
  - 4. Commencing January 1, 2026, all departmental operating procedures shall be compliant with this Chapter.
- B. Subject to allocated funding, the following milestones shall apply to specific operations and functions within the City of Spokane:
  - 1. As soon as practical after the effective date of this ordinance, the City Council shall have drafted and implemented a Language Access Plan that assumes (a) translation of council-generated Public Communication Materials, which may include council ordinances, resolutions, proclamations, salutations, and further which may also include standing committee and subcommittee meeting agendas and materials, all by March 30, 2024; and (b) translation and/or interpretation services for council legislative sessions, briefing sessions, and standing committee meetings, commencing March 30, 2024.
  - 2. As soon as practical after the effective date of this ordinance, the Division of Innovation and Technology shall have drafted and implemented a limited Language Access Plan that assumes translation of digital Public Communication Materials, including but not limited to the City's official

website and social media, all by March 30, 2024.

3. The timelines in sections A and B above may be adjusted as necessary to comply with the procurement requirements and procedures in SMC 07.06.

#### **18.11.060 Responsible Personnel / Language Access Coordinator**

- A. No later than June 1, 2024, the Office of Civil Rights, Equity and Inclusion shall designate a “Language Access Coordinator,” who shall have responsibility for city-wide oversight of the City’s Language Access Program. The Language Access Coordinator shall report to, and take direction from, the Director of the Office of Civil Rights, Equity and Inclusion.
- B. Commencing January 1, 2025, each affected Department shall maintain data relative to the use of the language access tools, and no later than April 1 of each year transmit said data to the all individual councilmembers, and the Office of Civil Rights, Equity and Inclusion, which shall include the data and usage analysis in the City’s Title VI reports, in its regular report to the City Council and the Spokane Human Rights Commission, and for other budgeting and administrative needs.
- C. Annually, the Office of Civil Rights, Equity and Inclusion shall update the list of primary and established languages based on the best available data, including the American Community Survey from the U.S. Census Bureau.
- D. The Office of Civil Rights, Equity and Inclusion shall be responsible for the following Language Access Program oversight duties:
  - a. Work with departments to finalize Language Access Plans and related procedures before they are transmitted to the Mayor for approval.
  - b. Provide technical assistance for language services to all departments, including training department staff.
  - c. Provide strategic guidance about working with LEP residents to departments, the City Council, and the Mayor's Office.
  - d. Oversee, update, and maintain a web portal that includes a directory of qualified language service providers, sample interpretation service contracts, a repository of each department s' translated documents, and a Language Access Toolkit.
  - e. Collect ongoing input from any and all community stakeholders including the Spokane Human Rights Commission to improve processes, increase efficiency, and reduce budgetary impacts.
  - f. Provide departments with model Language Access Plans.
  - g. Biannually present to City Council with updates, data relevant to the program, including geographical use, and recommendations relating to the Language



Access Program.

**18.11.070 Exemptions**

Nothing in this Chapter 18.11 shall require translation or interpretation of documents requested under RCW 42.56; *provided*, the means of making a public records request shall comply with any Language Access Plan prepared pursuant to 18.11.030.

- A. This Chapter 18.11 shall not apply to the office of the Mayor. Similarly, the offices of the City Engineer, City Clerk, and City Attorney, including their personnel and internal operations, shall be exempt from the provisions of this Chapter, except where their functions substantially intersect with public engagement activities or overlap with operations governed by this Chapter within affected City departments.
- B. Nothing in this Chapter 18.11 shall be deemed to require the translation or interpretation of documents deemed protected from disclosure under statutory or judicial privileges, or otherwise exempt from disclosure under RCW 42.56 or other state law, local ordinance or court rule.

**PASSED** by the City Council on September \_\_\_\_, 2023.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date