

## 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 30, 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 30, 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: 2486 508 0930; 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 30, 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 30, 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)**

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## **EXECUTIVE SESSION**

**(Closed Session of Council)**

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

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## **LEGISLATIVE SESSION**

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

**(Council Reconvenes in Council Chamber)**

**PLEDGE OF ALLEGIANCE**

**WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS**

**ROLL CALL OF COUNCIL**

**COUNCIL AND COMMITTEE REPORTS**

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

**PROCLAMATIONS AND SALUTATIONS**

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



**ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)

**NO BOARDS AND COMMISSIONS APPOINTMENTS**

**ADMINISTRATIVE REPORTS**

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**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.

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**CONSENT AGENDA**

**REPORTS, CONTRACTS AND CLAIMS**

**RECOMMENDATION**

- |    |  |         |               |
|----|--|---------|---------------|
| 1. | Pre-approval to purchase one Ford F150 Lightning for Engineering Services—not to exceed \$60,000 (incl. commissioning and tax). (Council Sponsor: Council Member Bingle)<br><b>Rick Giddings</b> | Approve | OPR 2023-1090 |
| 2. | Personal Service Agreements to provide towing services for the Fleet Services Department from November 1, 2023, through November 1, 2028, with:  | Approve | IRFP 5920-13  |
| a. | Evergreen State Towing, LLC (Spokane) as a primary source—not to exceed \$65,000 annually (plus tax, if applicable). (Council Sponsor: Council Member Wilkerson)                                 |         | OPR 2023-1091 |
| b. | Andrews Enterprises, Inc. dba Reliable Towing East (Spokane Valley, WA) as a secondary source—not to   |         | OPR 2023-1092 |

exceed \$10,000 annually (plus tax, if applicable).  
 (Council Sponsor: Council Member Stratton)

**Rick Giddings**

- |     |   |                              |                              |
|-----|---|------------------------------|------------------------------|
| 3.  | Spokane Airport Board 2024 Budget. (Council Sponsor: Council President Beggs)   | Approve                      | FIN 2023-0002                |
|     | <b>Todd Woodard</b>   |                              |                              |
| 4.  | Setting the hearings for review of the 2024 Proposed Budget for Monday, November 13, 2023, and Monday, November 20, 2023. (Council Sponsors: Council President Kinnear and Council Member Wilkerson)  | Approve                      | FIN 2023-0001                |
|     | <b>Matt Boston</b>  |                              |                              |
| 5.  | Set Hearing for November 6, 2023, for the Citywide Capital Improvement Program 2024-2029. (Relates to First Reading Ordinance C36455) (Council Sponsors: Council President Kinnear and Council Member Wilkerson)  | Approve                      | FIN 2023-0001                |
|     | <b>Matt Boston</b>  |                              |                              |
| 6.  | Assistance Awards in accordance with the approved Tranche 3 of ARPA Allocations Small Business Assistance Awards Round 2 to 55 local small businesses—\$1,403,517.35. (Council Sponsors: Council Members Stratton and Wilkerson)  | Approve                      | OPR 2023-0078                |
|     | <b>Michelle Murray</b>  |                              |                              |
| 7.  | Consultant Agreement with Coffman Engineers (Spokane) for Surveying On-Call Services (Non-federal) for 2024-2025—not to exceed \$250,000. (Various Neighborhoods) (Council Sponsor: Council President Kinnear)  | Approve                      | OPR 2023-1093<br>ENG 2023114 |
|     | <b>Dan Buller</b>   |                              |                              |
| 8.  | Consultant Agreement with Westland Resources, Inc., DBA Westland Engineering & Environmental Services, Inc., (Spokane) for Historic Resources On-Call Services (Non-federal) for 2024-2025—not to exceed \$300,000. (Council Sponsor: Council President Kinnear)                        | Approve                      | OPR 2023-1094<br>ENG 2023116 |
|     | <b>Dan Buller</b>   |                              |                              |
| 9.  | Report of the Mayor of pending 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 \$_____. | Approve & Authorize Payments | CPR 2023-0002                |
| 10. | City Council Meeting Minutes: _____, 2023.  | Approve                      | CPR 2023-0013                |



# LEGISLATIVE AGENDA

## SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

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

ORD C36453

Miscellaneous Grants Fund

1) Increase revenue by \$200,000.

A) Of the increased revenue, \$200,000 is provided by the Washington Traffic Safety Commission as part of the Impaired Driving Strategic Plan.

2) Increase appropriation by \$200,000.

A) Of the increased appropriation, \$118,000 is provided solely for procurement of drug and alcohol tests.

B) Of the increased appropriation, \$30,000 is provided solely for services to provide assistance for ignition interlock systems.

C) Of the increased appropriation, \$35,000 is provided solely for evaluation services.

D) Of the increased appropriation, \$17,000 is provided for other miscellaneous program expenses.

(This action arises from the need to accept the Washington Traffic Safety Commission’s grant funding for the Impaired Driving Strategic Plan.) (Council Sponsors: Council President Kinnear and Council Member Wilkerson)

**Sarah Thompson**

## NO EMERGENCY ORDINANCES

## RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2023-0089

Relating to modification of the City of Spokane’s Retail Water Service Area (RWSA) to include Spokane County Parcel Numbers 26213.0501, 24073.0110, 36352.9005, 26212.0609, 24182.0105, 24051.9009, 24051.9076 and 24051.9089 and authorizing the amendment of the City’s RWSA map on file with the Washington State Department of Health. (Deferred from October 16, 2023, Agenda) (Council Sponsors: Council Members Wilkerson, Stratton, Cathcart)

**Eldon Brown**

**RES 2023-0090** Relating to modification of the City of Spokane’s Retail Water Service Area (RWSA) to include Spokane County Parcel Number 24181.9060 and authorizing the amendment of the City’s RWSA map on file with the Washington State Department of Health. (Deferred from October 16, 2023, Agenda) (Council Sponsors: Council Members Wilkerson, Stratton, Cathcart)

**Eldon Brown**

**RES 2023-0093**  
**OPR 2023-1095** Declaring Clean Energy dba Clean Energy Corp. (Newport Beach, CA) a sole-source provider and authorizing the City to enter into a contract for repairs and maintenance of the City of Spokane Clean Natural Gas Refueling Station to be used on an as-needed basis for a five-year period (one-year with four optional one-year renewals)—approximately \$250,000 annually without public bidding. (Council Sponsor: Council Member Stratton)

**Rick Giddings**

## **NO FINAL READING ORDINANCES**

### **FIRST READING ORDINANCES**

**ORD C36454** Relating to the waiver of certain permitting fees for solar energy systems and electric vehicle charging stations set forth in the Spokane Municipal Code and adding fees, amending SMC 08.02.031, SMC 08.02.034, SMC 15.05.040, and SMC 15.05.050. (Council Sponsors: Council Members Bingle and Cathcart)

**Tami Palmquist**

**ORD C36455** Adopting a six-year Citywide Capital Improvement Program for the years 2024 through 2029 and amending the Citywide Capital Improvement Program (CIP) as referenced in Appendix C of the City of Spokane Comprehensive Plan. (Council Sponsors: Council President Kinnear and Council Member Wilkerson)

**Jessica Stratton**

**ORD C36456** Relating to budget planning and budget presentations, and amending Section 07.14.030 of the Spokane Municipal Code. (Council Sponsors: Council President Kinnear and Council Members Cathcart and Bingle)

**Matt Boston**

**FURTHER ACTION DEFERRED**

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## **NO SPECIAL CONSIDERATIONS**

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## HEARINGS

### RECOMMENDATION

- |  |                                     |                      |
|--|-------------------------------------|----------------------|
| <p>H1. Hearing for possible revenue sources for the 2024 Budget. (Council Sponsors: Council President Kinnear and Council Member Wilkerson)<br/><b>Matt Boston</b></p> | <p>Hold<br/>Hrg./Close<br/>Hrg.</p> | <p>FIN 2023-0001</p> |
|--|-------------------------------------|----------------------|

**Motion to Approve Advance Agenda for October 30, 2023  
(per Council Rule 2.1.2)**

### ADJOURNMENT

The October 30, 2023, Regular Legislative Session of the City Council is adjourned to November 6, 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 [mlowmaster@spokanecity.org](mailto:mlowmaster@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:**  
10/30/2023

<b>Date Rec'd</b>	10/17/2023
<b>Clerk's File #</b>	OPR 2023-1090
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	RE 20354

<b>Submitting Dept</b>	FLEET SERVICES
<b>Contact Name/Phone</b>	RICK GIDDINGS 625-7706
<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	5100 - FLEET PRE-APPROVAL TO PURCHASE F150 LIGHTNING

**Agenda Wording**  
Fleet Services would like to receive pre-approval to purchase one (1) Ford F150 Lightning for Engineering Services - Cost, including commissioning and tax not to exceed \$60,000.00

**Summary (Background)**  
Vehicle will be purchased using the Washington State DES contract or other competitive bidding process as vehicle availability dictates. This vehicle will be used to replace a truck that the department has been leasing from Enterprise

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 60,000.00	# 0370-30210-94440-56410-99999
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	GIDDINGS, RICHARD	<b>Study Session\Other</b>	F&A 10/16/23
<b>Division Director</b>	WALLACE, TONYA	<b>Council Sponsor</b>	CM Bingle
<b>Finance</b>	ORLOB, KIMBERLY	<b>Distribution List</b>	
<b>Legal</b>	HARRINGTON, MARGARET	tprince@spokanecity.org	
<b>For the Mayor</b>	JONES, GARRETT		
<b>Additional Approvals</b>			
<b>Purchasing</b>	PRINCE, THEA		

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Fleet Services
<b>Contact Name</b>	Rick Giddings
<b>Contact Email &amp; Phone</b>	<a href="mailto:rgidding@spokanecity.org">rgidding@spokanecity.org</a> 625-7706
<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>	5100 PRE-APPROVAL TO PURCHASE ONE (1) TRUCK FOR ENGINEERING SERVICES
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Fleet Services would like pre-purchase approval for one (1) Ford F150 Lightning for the Engineering Services Department. Vehicle will be purchased using the Washington State DES contract or other competitive bidding process as vehicle availability dictates. The cost including commissioning and sales tax is not to exceed \$60,000.00.  This vehicle will be used to replace a truck that the department has been leasing from Enterprise.
<b>Proposed Council Action</b>	Approve pre-approval
<b>Fiscal Impact</b> Total Cost: <u>\$60,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Police Department Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" 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? No Impact identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data will be collected by Fleet in order to analyze and compare lifecycle cost and fuel efficiency.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Capital improvement Plan and Fleet Policy.	

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

10/30/2023

<b>Date Rec'd</b>	10/17/2023
<b>Clerk's File #</b>	OPR 2023-1091
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	IRFP #5920-23
<b>Requisition #</b>	CR 25459

<b>Submitting Dept</b>	FLEET SERVICES
<b>Contact Name/Phone</b>	RICK GIDDINGS 625-7706
<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5100 - FLEET CONTRACT WITH EVERGREEN STATE TOWING FOR TOWING SERVICES

**Agenda Wording**

Approve primary towing contract with Evergreen State Towing LLC (Spokane, WA) This is a one (1) year contract with four (4) optional renewals - Annual expenditure not to exceed \$65,000.00.

**Summary (Background)**

An IRFP was issued, and an evaluation committee unanimously scored Evergreen State Towing highest for experience, capability, and cost. An additional contract will be issued to the second-place respondent for \$10,000 to ensure coverage and response time requirements.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 65,000.00

Select \$

Select \$

Select \$

**Budget Account**

# 5100-71700-48348-54921-99999

#

#

#

**Approvals****Dept Head** GIDDINGS, RICHARD**Division Director** WALLACE, TONYA**Finance** ORLOB, KIMBERLY**Legal** HARRINGTON, MARGARET**For the Mayor** JONES, GARRETT**Council Notifications****Study Session\Other** F&A Committee  
10/16/23**Council Sponsor** CM Wilkerson**Distribution List**

tprince@spokanecity.org

chuckevergreenstatetowing@gmail.com

**Additional Approvals****Purchasing** PRINCE, THEA



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Fleet Services
<b>Contact Name</b>	Rick Giddings
<b>Contact Email &amp; Phone</b>	<a href="mailto:rgiddings@gmail.com">rgiddings@gmail.com</a>
<b>Council Sponsor(s)</b>	CM Wilkerson
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	5100 – Primary Towing Services Contract with Evergreen Towing
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Fleet would like to contract with Evergreen Towing as our primary towing services vendor. An RFP was issued, and an evaluation committee unanimously scored Evergreen highest for experience, capability, and cost. The yearly expenditure for our primary vendor is not to exceed \$65,000. An additional contract will be issued to the second-place respondent for \$10,000 to ensure coverage and response time requirements. This is a yearly contract with optional renewals for up to five years.
<b>Proposed Council Action</b>	Approve Contract
<b>Fiscal Impact</b> Total Cost: <u>\$65,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: <a href="#">Click or tap here to enter text.</a>  Expense Occurrence <input type="checkbox"/> One-time <input checked="" 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? Non Identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Cost and response time data will be collected to gauge success.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Centralized Fleet Policy.	



**City of Spokane**  
**PERSONAL SERVICE AGREEMENT**  
Title: **TOWING SERVICES FOR CITY OF SPOKANE FLEET SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **EVERGREEN STATE TOWING, LLC**, whose address is 6511 North Perry Street, Spokane, Washington 99217 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

**1. PERFORMANCE.**

The Company shall provide Towing Services for the City of Spokane Fleet Department, in accordance with IRFP 5920-23, and Company’s Response and Price Sheet, which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

**2. TERM OF AGREEMENT.**

The term of this Agreement begins on November 1, 2023, and shall run through November 1, 2028, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

**3. COMPENSATION / PAYMENT.**

Total annual compensation for Company’s services under this Agreement shall not exceed **SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00)**, plus applicable tax, for everything furnished and done under this Agreement. The Company may request an adjustment to the annual compensation for Company’s services once annually thirty (30) days prior to the contract anniversary date. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to City of Spokane, Fleet Services Department, 914 East North Foothills Drive, Spokane, Washington, 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

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

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

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](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.

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

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

#### **7. INDEMNIFICATION.**

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

## **8. INSURANCE.**

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

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

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

## **10. 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.

## **11. AUDIT.**

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

## **12. ASSIGNMENT AND SUBCONTRACTING.**

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the

obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

### **13. TERMINATION.**

Either party may terminate this Agreement, with or without cause, by sixty (60) 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.

### **14. STANDARD OF PERFORMANCE.**

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

### **15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

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

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

### **16. ANTI KICK-BACK.**

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

### **17. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**EVERGREEN STATE TOWING, 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 Response to IRFP and Price List

**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**



## Bid Response Summary

**Bid Number** IRFP 5920-23  
**Bid Title** Towing Services for City of Spokane Fleet Services  
**Due Date** Tuesday, August 15, 2023 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Evergreen State Towing, LLC  
**Submitted By** payables\_evergreentowing@outlook.com payables\_evergreentowing@outlook.com - Tuesday, August 15, 2023 7:38:24 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 payables\_evergreentowing@outlook.com

**Comments**

**Question Responses**

Group	Reference Number	Question	Response
Default Item Group			
	MANDATORY Pre-Proposal Conference	A Mandatory Pre-Proposal Conference is scheduled to be held on Thursday, July 27, 2023 at 10:00 am at 915 N Nelson St., Spokane WA. All prospective Proposers MUST attend. If you do not attend this pre-proposal conference, you will not be allowed to submit a response.	I acknowledge and I understand
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	1
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	I agree and I acknowledge
	3	Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is "AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED

4	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements.	I agree and I acknowledge
5	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	FWfwfe
6	Proposer has included Cover Letter with Proposal combined into one document per Section 3 "Proposal Content" instructions.	I agree and I acknowledge
7	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	I agree and I acknowledge
8	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Dan Robbins 509-220-3545 danevergreestatetowing@gmail.com
9	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Dan Robbins 509-220-3545 danevergreestatetowing@gmail.com
10	City of Spokane Business Registration Number	IRFP 5920-23
11	Vehicle Transporter Number	7489
12	Registered Tow Truck Operator Number	5466
DOCUMENTS TO UPLOAD:		
1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	doc05862120230814144722.pdf

2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	Certificates.pdf
3	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	

*Dan Robbins  
Chuck Dasenbrock  
6511 North Perry St.  
Spokane, WA 99217*

*Re: IRFP 5920-23  
Vehicle Transporter: 7489  
RTTO: 5466*

*August 11, 2023*

*City of Spokane Fleet Services  
915 North Nelson Street  
Spokane, WA 99202*

Regarding your request for proposal (RFP), Evergreen State Towing is honored to have the opportunity to provide you with all your towing and recovery needs. Having worked with Freightliner, US Foods, Spokane County Sheriff, and the Fire Department we believe that a partnership with the City would be most beneficial in keeping the City operating at an optimum level.

The City of Spokane currently has a fleet of approximately 1600 vehicles and equipment. We continue to remain confident that we as a long-established company can best serve the City of Spokane and their ongoing fleet.

Included in the RFP you will find a clear, concise response that will meet and exceed all your requirements and expectations.

We appreciate the opportunity to continue to serve you,  
Thank you for your time,

Dan Robbins





## Company Background

Evergreen State Towing (EST) was founded in the summer of 2000 with only one truck and has been rapidly growing ever since. Our Fleet now consists of over 30 trucks and pieces of equipment ranging from Class A trucks to Class C Heavy Wreckers and Rotators. 23 years later and EST is still proud to be a local, family-owned workplace. We currently employ over 20 full-time drivers to run our fleet.

We are contracted with local law enforcement, numerous private property owners in addition to being a top awarded AAA Provider. We combine industry knowledge, technology and strategy that exceed our client's expectations.

EST's approach is simple. We are a YES company. There is no job too big or small. We maintain state-of-the-art equipment and are a firm believer in ongoing training in safety and technique.

<https://evergreenstatetowing.com/>

## Experience

EST is proud to work with the Spokane County Sheriff, Spokane Police Department and Washington State Patrol. Our company undergoes a yearly inspection with WSP including all pieces of equipment and background checks for our employees.

In the event of a recovery or blocking unit, the driver will always explain and follow all instructions given by the City and/or Law Enforcement before moving the unit. There are situations when ancillary equipment needs to be brought in (water recovery, overturned units with loads). This will always be approved before any special equipment is brought in. Our business is very specific in what we do. We believe in communicating with our clients, helping them to understand the process of the recovery.

Evergreen operates primarily in the Inland Northwest, easily satisfying the requirement of a 50-mile radius. We are also licensed in Oregon, Idaho, and Montana.

EST has been called to numerous tows with what seems impossible situations. Semi-trucks overturned, winch outs on bridges and countless heavy accident scenes. We are often called as a first choice by law enforcement in these situations. It is through our ongoing training, reputation, experience, and equipment that we can handle those calls with confidence and quick response.

Our clients are not charged for cancellations. The only time a Gone-on Arrival charge is assessed is when we arrive, and the unit is not there without any cancellation from the Contractor. The GOA fee is never more than 50% of the contracted hook fee.

All drivers have current certifications, are licensed by the State of Washington, and trained in proper towing and recovery of vehicles. All trucks are equipped with the most current equipment for damage-free towing and unlocking. In addition, all trucks have the necessary tools to clean up and remove glass, debris, and parts at accident scenes.

## Dispatch

Our company operates on a 24/7/365 schedule, this includes our Dispatch Department. You will always speak to a live dispatcher regardless of the time. Dispatchers are continually going through training and testing to ensure they understand the terminology of the towing industry. We use the highest rated towing software to build our calls. We can ping your location through that software if you aren't quite sure where you are. Yet another way we guarantee the fastest service possible in an already stressful situation. As soon as the information is taken our dispatcher makes the call, determines the appropriate truck, and digitally sends the call to the driver. The dispatcher then calls the driver to verify they received the call and their ETA. All of this happens within the span of around 3 minutes. This applies to all classifications of tows. Our goal is to get to our client as quickly as possible providing transportation to any passengers if necessary.

[Dispatch\\_evergreentowing@outlook.com](mailto:Dispatch_evergreentowing@outlook.com)

## Accounting

Our Accounting Department prides itself on accuracy in invoicing. This includes any subcontractors used to complete the job effectively. All invoices will include the following:

- Unit number
- Breakdown location and destination
- Enroute, towed and ending mileage.
- Accurate fees

[Receivables\\_evergreentowing@outlook.com](mailto:Receivables_evergreentowing@outlook.com)

# Fleet

We have an extensive fleet of heavy wreckers, rotators, medium and light wreckers, flatbeds, and specialized equipment for all situations.

## Heavy Division:

2024 Kenworth	2018 Peterbilt Rotator
2020 Kenworth	2018 Peterbilt
2019 Kenworth	2020 KS Versamaxx Trailer
2023 Peterbilt	

## Medium/Light Division:

2022 Freightliner Flatbed	2020 Ford F550
2022 Freightliner Flatbed	2020 Ford F550
2022 Freightliner Flatbed	2020 Ford F550
2021 Freightliner Flatbed	2020 Ford F550
2020 Freightliner Flatbed	2019 Ford F550
2020 Freightliner Flatbed	2018 Ford F550
2015 Freightliner B Class	2018 Ford F550
2007 Freightliner M2 Medium Rotator	2016 Ford F550

## Specialized Equipment:

2019 Diamond Gooseneck Trailer  
2021 Caterpillar 310 Excavator  
2022 Caterpillar 305 Excavator  
2020 Caterpillar D3K2 Dozer  
2023 Caterpillar 308 Excavator  
2023 Caterpillar 289D Skid Steer Track Loader  
[chuckevergreenstatetowing@gmail.com](mailto:chuckevergreenstatetowing@gmail.com)



## Client References

Brett Hubbell  
Spokane County Sheriff's Office  
1100 W. Mallon Avenue  
Spokane, WA 99260  
(509) 435-2900  
[bmhubbell@spokanesheriff.org](mailto:bmhubbell@spokanesheriff.org)

Patrick Burchell  
City of Spokane Fire Department  
1610 N. Rebecca Street  
Spokane, WA 99217  
(509) 625-7081  
[pburchell@spokanecity.org](mailto:pburchell@spokanecity.org)

Tim Catlin  
Freightliner Northwest  
10310 W. Westbow  
Spokane, WA 99224  
(509) 340-6567  
[Tim.catlin@freightlinernw.com](mailto:Tim.catlin@freightlinernw.com)

Joseph Barrie  
US Foods  
3520 E. Francis Avenue  
Spokane, WA 99217  
(228) 806-6147  
[Joseph.barrie@usfoods.com](mailto:Joseph.barrie@usfoods.com)

## Key Personnel

Dan Robbins

Owner

(509) 220-3545

[danevergreenstatetowing@gmail.com](mailto:danevergreenstatetowing@gmail.com)

Chuck Dasenbrock

Fleet Operations

(509) 570-4321

[chuckevergreenstatetowing@gmail.com](mailto:chuckevergreenstatetowing@gmail.com)

Sheilah Rose

Lead Dispatch

(509) 489-869

[Dispatch\\_evergreentowing@outlook.com](mailto:Dispatch_evergreentowing@outlook.com)

Elisha Stanley

Accounts Payable

(509) 489-8697

[Payables\\_evergreentowing@outlook.com](mailto:Payables_evergreentowing@outlook.com)

Lonna Sponcler

Accounts Receivable

(509) 489-8697

[Receivables\\_evergreentowing@outlook.com](mailto:Receivables_evergreentowing@outlook.com)

**Required Form - (A)**

**IRFP 5920-23 / COST PROPOSAL FORM**

**TOWING SERVICES**

**PROPOSAL DUE BY August 8, 2023**

Having carefully examined the complete proposal package for Towing Services, the undersigned agrees to furnish the service in strict accordance with all of the RFP 5920-23 Towing Service documents for the following sums. Pricing will be firm for the first twelve (12) months with the opportunity for price adjustments in the anniversary month of the contract. No additional price increase shall be allowed unless agreed to in advance by both parties. Actual cost per towed mile is the mileage from hook up of the stranded vehicle to dropping off the vehicle at The City of Spokane Fleet Services.

	<b>Off-Road Construction Equipment (Low-Boy)</b>	<b>Refuse, Dump truck, Vector, Class 8 Trucks</b>	<b>Medium Duty Vans and Trucks</b>	<b>Light Duty P/U, Cars, SUV and Electric Vehicles</b>
<b>Year 1</b>				
<b>Hook Up Fee</b>	<b>\$220.00</b>	<b>\$220.00</b>	<b>\$160.00</b>	<b>\$140.00</b>
<b>Enroute Cost per Mile</b>	<b>\$7.00</b>	<b>\$7.00</b>	<b>\$5.50</b>	<b>\$0</b>
<b>Actual Towed Cost per Mile</b>	<b>\$7.00</b>	<b>\$7.00</b>	<b>\$5.50</b>	<b>\$6.00</b>
<b>After Hours Cost (per mile or a percentage)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Accident/Recovery</b>	<b>\$532.00</b>	<b>\$532.00</b>	<b>\$307.00</b>	<b>\$254.00</b>

**\*\*Please attach list of any additional specialized equipment or service charges, such as lock out, clean up, spill response, out of state, long distance transport, etc.**

**Contractor/bidder shall only use City of Spokane provided price proposal form. Facsimile bids are not acceptable.**

**Is your firm a Disadvantaged Business Enterprise (DBE) registered with the State of Washington Office of Minority and Women's Business Enterprises?**

**No**

**How long has your firm been in business? 23 Years**

**The above prices shall include all costs including but not limited to: Prevailing wage labor and equipment rental/usage, freight, overhead, disposal, profit, travel to and from City of Spokane facilities, insurance, permits, taxes, B & O Taxes, fees, etc., sales tax will be separate.**

**Request for Proposal shall be valid thirty (30) days from RFP 5920-23 proposal due date.**

**By signing below Contractor accepts terms and conditions listed in the Contract that is included in this RFP package and any addendums.**

**Contractors Signature Daniel Robbins**



**Date August 14, 2023**



*Ring*  
**LEADERS™**

## Miller Industries Rotator "Ring Leaders" Training Seminar

This Participation Certificate is awarded to

**Charles Dasenbrock**

For attendance at the Miller Rotator Training Course  
Chattanooga, Tennessee - October 24th thru 26th, 2017

We acknowledge that this individual has successfully completed a course on numerous aspects of Rotator Design, Specifications and Manufacturing Processes, and demonstrates the understanding necessary to recognize quality towing and recovery equipment.

This Certificate of Achievement is presented upon completion of the course, as part of the Miller Industries Continuing Education of Industry Professionals.

*Thomas Luciano*

Thomas Luciano - HD & Recovery SME ; Training Specialist  
Miller Industries Towing Equipment Inc.

*John L. Hawkins*

John L. Hawkins - Vice President of Large Wrecker Sales  
Miller Industries Towing Equipment Inc.

# TOWING & RECOVERY

ASSOCIATION OF WASHINGTON

## Certificate of Completion

*This certificate awarded to:*

# Charles Dassenbrock

For successful completion of the Medium Duty Tow School

September 15-16, 2017



*TRAW President, Debbie Reid*



*Association Director, Peter Lukevich*

# TOWING & RECOVERY

ASSOCIATION OF WASHINGTON

## Certificate of Completion

*This certificate awarded to:*

**Charles Dasenbrock**

for successful completion of the Washington Specific  
Instruction and Light Duty Tow School

May 19-20, 2017



TRAW President, Debbie Reid



TRAW Association Director, Peter Lukevich

TOWING & RECOVERY

ASSOCIATION OF WASHINGTON

Certification

Charles Dasenbrock

Has successfully completed the  
Washington Specific and the Light Duty  
Driver Training Program

May 2017  
Issue Date



# Certificate of Attendance

*is presented to*

***Chuck Dasenbrock***

*for completing the program*

**Master Rigger**

*and is hereby awarded 3.20 CEUs for successfully completing this course. This represents the completion of 32 hours of training.*

*Mark Farnell*

Feb 2015

---

President, Industrial Training International, Inc.





# TOWING & RECOVERY

ASSOCIATION OF WASHINGTON

## Certificate of Attendance

*Presented to*

**Debbie Reid**

6 hrs. Traffic Incident Management training

April 26th, 2014

# *Certificate of Achievement*

awarded to:

**KEN MEYERS**

Completion of 1 Day Towing and Recovery Class

Oct. 14, 2015

Date

  
Signed



## Certificate of Completion

THIS IS TO CERTIFY THAT

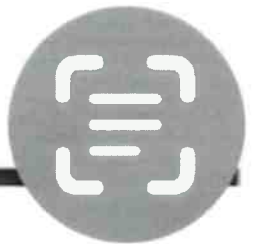
**Sergey Ukrainets**

*HAS SUCCESSFULLY COMPLETED A COMMERCIAL DRIVER TRAINING COURSE  
APPROVED BY THE DEPARTMENT OF LICENSING FOR  
HAZMAT 16 HOURS*

*Jason Bourdeau*

PRESIDENT, DRIVE509

COMPLETION DATE: December 01, 2021



# TOWING & RECOVERY

ASSOCIATION OF WASHINGTON

## Certification



**Sergey Ukrainets**

Has successfully completed the  
Washington Specific and the Light Duty  
Driver Training Program

**April 2018**  
Issue Date

# TOWING & RECOVERY

ASSOCIATION OF WASHINGTON

## Certificate of Completion

*This certificate awarded to:*

**Sergey Ukrainets**

For successful completion of Washington Specific Instruction  
and Light Duty Tow School

April 20-21, 2018

*Debbie Reid*

*Peter Lukevich*

*TRAW President, Debbie Reid*

*Association Director, Peter Lukevich*

# TOWING & RECOVERY

ASSOCIATION OF WASHINGTON

## Certification



**Adam Landrum**

Has successfully completed the  
Washington Specific and the Light Duty  
Driver Training Program

**April 2018**  
Issue Date



**Agenda Sheet for City Council Meeting of:**  
10/30/2023

<b>Date Rec'd</b>	10/17/2023
<b>Clerk's File #</b>	OPR 2023-1092
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	IRFP #5920-23
<b>Requisition #</b>	CR #25460

<b>Submitting Dept</b>	FLEET SERVICES
<b>Contact Name/Phone</b>	RICK GIDDINGS 625-7706
<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5100 - FLEET SERVICES CONTRACT WITH RELIABLE TOWING EAST FOR TOWING SERVICE

**Agenda Wording**

Approve secondary towing contract with Andrews Enterprises, Inc. dba Reliable Towing East (Spokane Valley, WA) This is a one (1) year contract with four (4) optional renewals - Annual expenditure not to exceed \$10,000.00.

**Summary (Background)**

An IRFP was issued, and an evaluation committee unanimously scored Andrews Enterprises Inc., dba Reliable Towing East second highest for experience, capability, and cost. An additional contract with Evergreen State Towing will be set up as the primary towing contract. A secondary vendor is necessary to ensure coverage and quick response time for the City's towing needs.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense	\$ 10,000.00
Select	\$
Select	\$
Select	\$

**Budget Account**

# 5100-71700-48348-54921-99999
#
#
#

**Approvals**

<b>Dept Head</b>	GIDDINGS, RICHARD
<b>Division Director</b>	WALLACE, TONYA
<b>Finance</b>	ORLOB, KIMBERLY
<b>Legal</b>	HARRINGTON, MARGARET
<b>For the Mayor</b>	JONES, GARRETT

**Council Notifications**

<b>Study Session\Other</b>	F&A 10/16/23
<b>Council Sponsor</b>	CM Stratton

**Distribution List**

tprince@spokanecity.org

**Additional Approvals**

<b>Purchasing</b>	PRINCE, THEA

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Fleet Services
<b>Contact Name</b>	Rick Giddings
<b>Contact Email &amp; Phone</b>	<a href="mailto:rgiddings@gmail.com">rgiddings@gmail.com</a>
<b>Council Sponsor(s)</b>	CM Wilkerson
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	5100 – Secondary Towing Services Contract with Reliable Towing
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Fleet would like to contract with Reliable Towing as our secondary towing services vendor. An RFP was issued, and an evaluation committee scored Reliable second for experience, capability, and cost. The yearly expenditure for our secondary vendor is not to exceed \$10,000. A secondary vendor is necessary to ensure coverage and quick response time for the City's towing needs.
<b>Proposed Council Action</b>	Approve Contract
<b>Fiscal Impact</b> Total Cost: <u>\$10,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Fleet Services Fund  Expense Occurrence <input type="checkbox"/> One-time <input checked="" 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? Non Identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Cost and response time data will be collected to gauge success.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Centralized Fleet Policy.	





**City of Spokane**  
**PERSONAL SERVICE AGREEMENT**  
Title: **TOWING SERVICES FOR CITY OF SPOKANE FLEET SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ANDREWS ENTERPRISES, INC. dba RELIABLE TOWING EAST**, whose address is 9414 East First Avenue, Spokane Valley, Washington 99206 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

**1. PERFORMANCE.**

The Company shall provide Towing Services for the City of Spokane Fleet Department, in accordance with IRFP 5920-23, and Company's Response and Price Sheet, which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

**2. TERM OF AGREEMENT.**

The term of this Agreement begins on November 1, 2023, and shall run through November 1, 2028, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

**3. COMPENSATION / PAYMENT.**

Total annual compensation for Company's services under this Agreement shall not exceed **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)**, plus applicable tax, for everything furnished and done under this Agreement. The Company may request an adjustment to the annual compensation for Company's services once annually thirty (30) days prior to the contract anniversary date. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to City of Spokane, Fleet Services Department, 914 East North Foothills Drive, Spokane, Washington, 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

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

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

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](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.

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

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

#### **7. INDEMNIFICATION.**

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

## **8. INSURANCE.**

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

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

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

## **10. 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.

## **11. AUDIT.**

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

## **12. ASSIGNMENT AND SUBCONTRACTING.**

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the

obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

### **13. TERMINATION.**

Either party may terminate this Agreement, with or without cause, by sixty (60) 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.

### **14. STANDARD OF PERFORMANCE.**

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

### **15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

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

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

### **16. ANTI KICK-BACK.**

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

### **17. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**ANDREWS ENTERPRISES, INC. dba  
RELIABLE TOWING EAST**

**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 Response to IRFP and Price List

23-204

**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**

## Bid Response Summary

**Bid Number** IRFP 5920-23  
**Bid Title** Towing Services for City of Spokane Fleet Services  
**Due Date** Tuesday, August 15, 2023 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Reliable Towing  
**Submitted By** cwunder@reliabletowingnw.com cwunder@reliabletowingnw.com - Tuesday, August 15, 2023 2:30:29 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 cwunder@reliabletowingnw.com

**Comments**

**Question Responses**

Group	Reference Number	Question	Response
Default Item Group			
	MANDATORY Pre-Proposal Conference	A Mandatory Pre-Proposal Conference is scheduled to be held on Thursday, July 27, 2023 at 10:00 am at 915 N Nelson St., Spokane WA. All prospective Proposers MUST attend. If you do not attend this pre-proposal conference, you will not be allowed to submit a response.	I acknowledge and I understand
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	1
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	I agree and I acknowledge
	3	Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is "AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED



4	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements.	I agree and I acknowledge
5	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	FWfwfe
6	Proposer has included Cover Letter with Proposal combined into one document per Section 3 "Proposal Content" instructions.	I agree and I acknowledge
7	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	I agree and I acknowledge
8	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Chris Wunder 509-768-0757 509-960-7942 ext 201 cwunder@reliabletowingnw.com
9	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Chris Wunder 509-768-0757 cwunder@reliabletowingnw.com
10	City of Spokane Business Registration Number	604048333
11	Vehicle Transporter Number	10675
12	Registered Tow Truck Operator Number	10676
DOCUMENTS TO UPLOAD:		
1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	Binder1.pdf
2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	Binder2.pdf

3	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	Binder3.pdf
4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	Recommendations Combined.pdf

August 8, 2023

Andrews Enterprises Inc DBA Reliable Towing/Reliable Towing East  
9414 E 1<sup>st</sup> Ave  
Spokane Valley, Washington, 99206

City of Spokane Fleet Services  
915 N Nelson St  
Spokane, WA 99202

Dear City of Spokane Fleet Services,

Thank you for the opportunity to be considered for Towing Services for City of Spokane Fleet Services.

Reliable Towing has been in business serving our communities since 2007. In 2017 we expanded to provide our exceptional service to the Spokane, Washington community. Now with four locations in two states and over thirty-six trucks and forty-five employees we continue to pride ourselves on representing our industry and our community with the upmost professionalism.

Enclosed you will find statements of our qualifications, an equipment list that exceeds your set standards, similar scopes of work and certificates of our continuing education and safety. We hope that you will find we take on all projects with the upmost seriousness and understand how important our service would be to the community of Spokane. If chosen, we would treat the City of Spokane Fleet services as a top priority just like we do with police and law enforcement contracts already in place.

Thank you again for being considered for this opportunity and please reach out to me directly if you have any questions, comments, or concerns about how we could help serve the City of Spokane.

Regards,

*Christopher Wunder*

Christopher Wunder  
Reliable Towing Operations Manager

Andrews Enterprises Inc DBA Reliable Towing/Reliable Towing East  
9414 E 1<sup>st</sup> Ave  
Spokane Valley, WA 99206

City of Spokane Fleet Services  
915 N Nelson St  
Spokane, WA 99202

Enclosed is a brief description of the scope of work history, equipment and qualifications and certifications:

We have a modern fleet of light, medium and heavy-duty wreckers. As well as flatbeds, trailers, sliding axle trailers, lowboy trailer semi-tractors, emergency response unit, snowcat, skip loaders and more. Our 24-hour central dispatch with over ten full-time dispatchers can answer your call 24 hours per day 7 days per week, 365 days per year. We spend countless hours training our dispatchers to take your information clearly, effectively and in the most professional manner possible to make sure one of our 23 well-trained operators respond with the appropriate equipment to tow any vehicle on the road today. All our trucks are equipped with the HAAS Alert System. This system is activated anytime our truck activates their emergency lights on scene and notifies nearby motorist via Apple Maps, Waze or any Chrysler Products 2017 and newer that there is a tow truck ahead and to slow down and move over.

We have vast experience in all types of recovery including large truck wrecks with cargo offloading required taking coordination between us, law enforcement, fire, and Department of Transportation. We have the manpower to send lots of equipment to clean up any size wreck safely and quickly. ALL our operators are T.I.M.S certified (Traffic Incident Management). We understand the extreme importance of getting roadways opened as soon as possible to negate traffic issues and secondary incidents as well as upkeep with public image within the community. We have a hazmat response truck outfitted with all equipment needed to contain most environmental hazards that occur with accidents and wrecks with small or large vehicles. We have a dedicated employee for this emergency response unit who is 40-hour Hazwoper Certified. Also, a large handful of our drivers are Washington State Flagger Certified in the event traffic control is needed. Our emergency response truck is also outfitted with all cones and signs needed to appropriately redirect traffic or close lanes and roadways. Twelve of our 23 drivers hold a CDL license and are trained to operate our large wreckers. Multiple of these drivers have attended Wreck Master Certification courses (the gold standard for our industry for training and education of tow operators). We also have multiple operators who have attended TRAW (Towing & Recovery Association of Washington) sponsored training. We provide ongoing training to all employees where safety and efficiency are emphasized. We work closely with the Energy Security Agency anytime we tow electric vehicles. We send them photos for verification of the severity of the situation with electric vehicles. We hold a monthly safety meeting with all our operators to ensure safety is our number one priority.

Since our establishment in 2007 we have developed professional working relationships with police and municipalities such as yourself. Idaho State Police, Washington State Patrol, The City of Post Falls Idaho,

Unites States Postal Service, Spokane County Sheriff's Office, City of Rathdrum, as well as the City of Spokane Police Department. We also work with many private entities with large fleets like CDA Garbage, LKQ Heavy Truck Corp, Holman (BNSF Roadside Provider), Fred's Appliance, Penske and Ryder Truck Rental. We also work with motor clubs such as Geico and other secondary tow providers like Insurance Auto Auctions & Copart. We also have a dedicated equipment haulers with a 40-ton rated flatbed, low boy and 3 axle Landoll sliding axle trailer.

In closing,

We believe that we have the best people, equipment, and knowledge to serve the City of Spokane in all their towing and recovery needs. Please see attached list of certifications, equipment list and any other relevant information. Thank you, we look forward to your response.

*Christopher Wunder*

Chris Wunder, Reliable Towing Operations Manager

**Required Form - (A)**

**IRFP 5920-23 / COST PROPOSAL FORM**

**TOWING SERVICES**

**PROPOSAL DUE BY August 8, 2023**

Having carefully examined the complete proposal package for Towing Services, the undersigned agrees to furnish the service in strict accordance with all of the RFP 5920-23 Towing Service documents for the following sums. Pricing will be firm for the first twelve (12) months with the opportunity for price adjustments in the anniversary month of the contract. No additional price increase shall be allowed unless agreed to in advance by both parties. Actual cost per towed mile is the mileage from hook up of the stranded vehicle to dropping off the vehicle at The City of Spokane Fleet Services.

	<b>Off-Road Construction Equipment (Low-Boy)</b>	<b>Refuse, Dump truck, Vector, Class 8 Trucks</b>	<b>Medium Duty Vans and Trucks</b>	<b>Light Duty P/U, Cars, SUV and Electric Vehicles</b>
<b>Year 1</b>				
<b>Per Hour Port to Port</b>	\$195.00	\$266.00	\$127.00	\$127.00
<b>Accident/Recovery</b>	<b>\$ 532.00</b>	<b>\$ 532.00</b>	<b>\$ 307.00</b>	<b>\$ 254.00</b>

**\*\*Please attach list of any additional specialized equipment or service charges, such as lock out, clean up, spill response, out of state, long distance transport, etc.**

**Contractor/bidder shall only use City of Spokane provided price proposal form. Facsimile bids are not acceptable.**

Is your firm a Disadvantaged Business Enterprise (DBE) registered with the State of Washington Office of Minority and Women's Business Enterprises?

Yes \_\_\_\_\_ No  \_\_\_\_\_

How long has your firm been in business?

16 years

The above prices shall include all costs including but not limited to: Prevailing wage labor and equipment rental/usage, freight, overhead, disposal, profit, travel to and from City of Spokane facilities, insurance, permits, taxes, B & O Taxes, fees, etc., sales tax will be separate.

Request for Proposal shall be valid thirty (30) days from RFP 5920-23 proposal due date.

By signing below Contractor accepts terms and conditions listed in the Contract that is included in this RFP package and any addendums.

Contractors Signature Christopher Wunder

Date 08/14/2023

## **Additional Services Page**

### **Hazmat Response/Traffic Control Unit**

\$345.00 per hour port to port

### **Additional Man Hours for Cleanup**

\$127.00 per hour per additional person

### **Tractor/Skid Steer/Excavator or Misc Equipment Rental**

Invoice cost plus 25% markup

### **Cleanup Materials**

Invoice cost plus 25% markup

### **Hazardous Materials Disposal**

Invoice cost plus 25% markup

### **Subcontractors**

Invoice cost plus 25% markup

### **Off Road Recovery (Snowcat)**

\$500.00 Includes first 2 hours, \$175.00 per hour for every hour after

### **Lockouts Light Duty**

\$127.00

### **Lockouts Medium/Heavy Duty**

**\$127** (not all vehicles in this category can be unlocked with standard tools) if locksmith is required invoice cost plus 25% markup to sub-contractor to be secured by us)

### **Tire Changes & Fuel Deliveries Light Duty**

\$127 (includes 2.5 gallons of gasoline)

### **Light Duty Non-Emergency Long Distance Transport Tows**

\$115.00 tow/hook fee, \$4.00 per mile towed, enroute \$2.00 per mile only after 20 miles



101

FRONT AXLE WEIGHT -

DRIVE AXLE WEIGHT -

COMBINED WEIGHT -

FRONT AXLE WEIGHT RATING – 4,940

DRIVE AXLE WEIGHT RATING – 6,000

SEATS 6

HAS SERVICE BOX WITH:

100 GALLON DIESEL TANK

AIR COMPRESSOR WITH GUN FOR BIG TIRE CHANGES

AND HAS MULTIPLE HAND TOOLS

HAS FRONT WINCH WITH 50FT 3/8 FIBER ROPE

4X4

CAN TOW BUMPER PULL TRALERS HAS NO TRAILER  
BRAKES



101

1999 FORD F350

105

FRONT AXLE WEIGHT – 5,600

REAR DRIVE AXLE – 7,320 EMPTY WEIGHT FULL FUEL

COMBINED WEIGHT – 12,920

FRONT AXLE WEIGHT RATING – 6,000

REAR AXLE WEIGHT RATING – 13,500

BOOM RATING – 16,000

2 100ft 3/8" WIRE ROPES

WHEEL LIFT RATING – 4,000

HEIGHT OF TRUCK 82.5" 6FT 10.5IN

4X4

6 SEATS IN TRUCK

HAS DOLLIES



105

2016

FORD F550

106

FRONT AXLE WEIGHT- 5,740

DRIVE AXLE WEIGHT- 8,880

COMBINED WEIGHT – 14,620

FRONT AXLE WEIGHT RATING – 6,000

DRIVE AXLE WEIGHT RATING – 13,500

BED RATING - 10,000

1 60ft 3/8" WIRE ROPE

WHEEL LIFT RATING – 3,000LB LIFT 10,000LB TOW

4X4

3 SEATS

DECK HEIGHT DRIVE WHEEL – 43" AT TAIL BOARD 44"

DECK LENGTH 19.5 FT



106

2017

RAM 5500

108

FRONT AXLE WEIGHT -

DRIVE AXLE WEIGHT -

COMBINED WEIGHT -

FRONT AXLE WEIGHT RATING - 3,375

DRIVE AXLE WEIGHT RATING - 3,800

SEATS 6

PICKUP WITH CANOPY

HAS SMALL AMOUNT OF TOOLS

HAS FLAGGING GEAR

AND SMALL AIR COMPRESSOR

4X4

CAN TOW 10,000 LB TRAILER BUMPER PULL



101

2018 FORD F150



208

FRONT AXLE WEIGHT – 8,400

DRIVER AXLE WEIGHT – 11,120

COMBINED WEIGHT – 18,520

FRONT AXLE WEIGHT RATING – 8,000

REAR AXLE WEIGHT RATING – 17,500

WA OVERWEIGHT PERMIT ALLOWS – 22,000 LBS ON  
DRIVE AXLE

CDL ONLY GO OVER 26,000

BED RATED – 10,000

1 60ft 3/8" WIRE ROPE

WHEEL LIFT – 3,500 LIFT 10,000LB TOW

2WD

SEATS 6

21.5 FT BED

DECK HEIGHT OVER DRIVE WHEEL 46" OVER TAIL 49"



208

2006

INTERNATIONAL

4300

209

FRONT AXLE WEIGHT – 7,020

DRIVER AXLE WEIGHT – 10,880

COMBINED WEIGHT – 17,900

FRONT AXLE WEIGHT RATING – 8,000

REAR AXLE WEIGHT RATING – 18,000

WA OVERWEIGHT PERMIT ALLOWS – 22,000 LBS ON  
DRIVE AXLE

CDL ONLY GO OVER 26,000

BED RATED – 12,000

1 60ft 3/8" WIRE ROPE

WHEEL LIFT – 3,500 LIFT 10,000LB TOW

2WD

SEATS 6

DECK HEIGHT OVER DRIVE WHEEL – 46" AT TAIL BOARD  
47.5"

DECK LENGTH 22 FT



209

2015

FORD F650

212

Front axle weight – 8,000lb

Rear axle weight – 12,320      EMPTY WIEGHT FULL FUEL

Combined weight 20,320

FRONT AXLE WEIGHT RATING 10,000

REAR AXLE WEIGHT RATING 20,000

MUST HAVE CDL TO GO OVER 26,000

BED RATED AT 12,000

1 60ft 7/16" SWEDGE WIRE ROPE

SIDE PULLER 100FT 3/8" WIRE ROPE

WHEEL LIFT RATED AT 4,000 LIFT 10,000LB TOW

SEATS 5

2WD

DECK LENGTH 21.5 FT

DECK HEIGHT OVER DRIVE WHEEL 43" OVER TAIL 46.5"



212

2018 INTERNATIONAL

4300

213

Front axle weight – 8,000lb

Rear axle weight – 12,320      EMPTY WIEGHT FULL FUEL

Combined weight 20,320

FRONT AXLE WEIGHT RATING 10,000

REAR AXLE WEIGHT RATING 20,000

MUST HAVE CDL TO GO OVER 26,000

BED RATED AT 12,000

WHEEL LIFT RATED AT 4,000 LIFT 10,000LB TOW

1 60ft 7/16" SWEDGE WIRE ROPE

SIDE PULLER 100FT 3/8" WIRE ROPE

SEATS 5

2WD

DECK LENGTH 21.5 FT

DECK HEIGHT OVER DRIVE WHEEL 43" OVER TAIL 46.5"



213

2018 INTERNATIONAL

4300



214

EMPTY SCALE WEIGHT

FRONT AXLE WEIGHT – 10,380

DRIVE AXLE WEIGHT – 12,780

COMBINED WEIGHT – 23,160

FRONT AXLE WEIGHT RATING – 12,000

DRIVE AXLE WEIGHT RATING – 21,000

WA OVERWEIGHT PERMIT ALLOWS – 22,000 ON  
DRIVE AXLE

BED RATING – 17,000

1 60ft 7/16" WIRE ROPE

SIDE PULLER 75FT 7/16" WIRE ROPE

WHEEL LIFT RATING 5,000 LIFT 12,000 LB TOW RATING

2WD

SEATS 5

DECK HEIGHT DRIVE WHEEL – 47" AT TAIL BOARD 48"

DECK LENGHT 24 FT



214

2019 INTERNATIONAL

MV 607

215

FRONT AXLE WEIGHT – 9,780

DRIVE AXLE WEIGHT – 12,900

COMBINED WEIGHT – 22,680

FRONT AXLE WEIGHT RATING – 10,000

DRIVE AXLE WEIGHT RATING – 20,000

WA OVERWEIGHT PERMIT – 22,000 ON DRIVE AXLE

TO GO OVER 26,00 MUST HAVE CDL

BED RATING - 17,000

1 60ft 7/16" WIRE ROPE

SIDE PULLER 75FT 7/16" WIRE ROPE

WHEEL LIFT RATING – 5,000 LIFT 12,000 LB TOW RATING

2WD

SEATS 5

DECK HEIGHT DRIVE WHEEL – 46" AT TAIL BOARD 48"

DECK LENGHT 24 FT



215

2018 INTERNATIONAL

4400

216

FRONT AXLE WEIGHT – 7,460

REAR AXLE WEIGHT – 11,540 EMPTY WEIGHT FULL FUEL

COMBINED WEIGHT – 19,000

FRONT AXLE WEIGHT RATING 9,000

REAR AXLE WEIGHT RATING 19,000

MUST HAVE CDL TO GO OVER 26,000

BED RATED AT 12,000

1 60ft 3/8" WIRE ROPE

WHEEL LIFT RATED AT 4,000 LIFT 10,000LB TOW

2WD

SEATS 5

21.5FT DECK

DECK HEIGHT OVER DRIVE WHEEL 43" OVER TAIL 47"



216

2020 INTERNATIONAL  
MV607

217

Front axle weight – 8,000lb

Rear axle weight – 12,320      EMPTY WIEGHT FULL FUEL

Combined weight 20,320

FRONT AXLE WEIGHT RATING 10,000

REAR AXLE WEIGHT RATING 20,000

MUST HAVE CDL TO GO OVER 26,000

BED RATED AT 12,000

WHEEL LIFT RATED AT 4,000LB LIFT 10,000LB TOW

1 60ft 7/16" SWEDGE WIRE ROPE

SIDE PULLER 100FT 3/8" WIRE ROPE

SEATS 5

2WD

DECK LENGTH 21.5 FT

DECK HEIGHT OVER DRIVE WHEEL 43" OVER TAIL 46.5"



217

2021 INTERNATIONAL

MV607



219

FRONT AXLE WEIGHT – 7,680

REAR AXLE WEIGHT – 11,660 EMPTY WEIGHT FULL FUEL

COMBINED WEIGHT – 19,340

FRONT AXLE WEIGHT RATING 10,000

REAR AXLE WEIGHT RATING 20,000

MUST HAVE CDL TO GO OVER 26,000

BED RATED AT 12,000

1 75ft 3/8" WIRE ROPE

WHEEL LIFT RATED AT 4,000 LIFT 10,000LB TOW

2WD

SEATS 5

21.5 FT DECK

HAS TAIL BOARD SIDE PULLER



219

2021 INTERNATIONAL

MV607

222

FRONT AXLE WEIGHT – 7,500

REAR AXLE WEIGHT – 10,300 EMPTY WEIGHT FULL FUEL

COMBINED WEIGHT – 17,800

FRONT AXLE WEIGHT RATING 8,000

REAR AXLE WEIGHT RATING 19,000

MUST HAVE CDL TO GO OVER 26,000

BED RATED AT 12,000

1 75ft 3/8" WIRE ROPE

WHEEL LIFT RATED AT 4,000 LIFT 10,000LB TOW

2WD

SEATS 5

21.5 FT DECK



222

301

Front axle weight – 8,740

Rear axle weight – 12,660

Combined weight – 21,400

Empty truck full of fuel

Front axle weight rating – 10,000

Rear axle weight rating – 23,000

SEATS 2

Boom rating – 32,000

2 175FT ½" WIRE ROPE

Wheel lift rating – 12,000

2WD

3 SEATS



301

1996 PETERBILT

330

OL BLUE

302

SCALE WEIGHT

FRONT AXLE WEIGHT – 12,140

DRIVE AXLE WEIGHT – 10,520

COMBINED WEIGHT – 22,660

GROSS AXLE WEIGHT RATING

STEER – 12,500

DRIVES – 38,000

DROP AXLE – 12,000

GCVWR – 106,000

2 SEATS

HAS HYDRAULIC HOOK UPS FOR LANDOLL USE



# 2007 KENWORTH W900



304

Front axle weight – 10,180

Rear axle weight – 12,960

Combined weight – 23,140

Empty truck full of fuel

Front axle weight rating – 12,000

Rear axle weight rating – 21,000

SEATS 5

Boom rating – 32,000

2 150FT ½" WIRE ROPE

SIDE PULLER 100FT 7/16" WIRE ROPE

Wheel lift rating – 12,000



# 2018 INTERNATIONAL 4300

305

FRONT AXLE WEIGHT – 14,480

REAR TANDEM WEIGHT – 27,300

COMBINED WEIGHT – 41,780

EMPTY WEIGHT FULL FUEL

FRONT AXLE WEIGHT RATING – 16,000

REAR TANDEM WEIGHT RATING – 46,000

SEATS 2

BOOM RATED – 70,000

2 200FT  $\frac{3}{4}$ " WIRE ROPES

WHEEL LIFT RATED – 32,000

HAS SLEEPER



**2019 KENWORTH  
W900  
CASPER**

306

FRONT AXLE WEIGHT – 9,540

DRIVE AXLE WEIGHT – 11,860

COMBINED WEIGHT – 21,400

FRONT AXLE WEIGHT RATING – 12,000

DRIVE AXLE WEIGHT RATING – 20,000

ROLL UP DOOR BEER TRUCK

SEATS 3

WELDER

TORCH

GENERATOR

TRAFFIC CONTROL GEAR

EXTRA DUNNAGE

EXTRA RECOVERY RIGGING

LIGHT STANDS

AIR COMPRESSOR

HAZMAT CLEAN UP



**2001 FREIGHTLINER  
M2  
BEER TRUCK**

308

FRONT AXLE WEIGHT - 15,900

REAR TANDEM WEIGHT – 29,700

COMBINED WEIGHT – 45,600

EMPTY WEIGHT FULL OF FUEL

FRONT AXLE WEIGHT RATING – 18,780

REAR TANDEM WEIGHT RATING – 46,000

REAR TRIDEM WEIGHT RATING – 64,000

SEATS 2

HAS SLEEPER

TWO 250 FT  $\frac{3}{4}$ " WIRE ROPE

BOOM RATING – 100,000

WHEEL LIFT RATING – 50,000



**2007 PETERBILT**

**378**



309 WITH LANDOLL  
EMPTY SCALE WEIGHT

STEER AXLE WEIGHT – 13,220

DRIVE AXLE WEIGHT – 16,900

TRALER AXLE WEIGHT – 15,120

COMBINED WEIGHT – 45,260

STEER AXLE WEIGHT RATING – 20,000

DROP AXLE WEIGHT RATING – 12,500

DRIVE AXLE WEIGHT RATING – 40,000

TRAILER AXLE WEIGHT RATING – 67,500

GCVWR – 106,000

SEATS 2

DECK RATING – 100,000



# 2005 KENWORTH T800

310

EMPTY SCALE WEIGHT

STEER AXLE WEIGHT – 14,660

DRIVE AXLE WEIGHT – 19,660

COMBINED WEIGHT – 34,320

STEER AXLE WEIGHT RATING – 20,000

DROP AXLE WEIGHT RATING – 18,500

DRIVE AXLE WEIGHT RATING – 46,000

GCVWR – 106,000

BED RATING – 40,000

WHEEL LIFT – 20,000

2WD SEATS 2

1 50 FT  $\frac{3}{4}$ " WIRE ROPE

DECK HEIGHT DRIVE WHEEL – 50" AT TAIL BOARD 51"

DECK LENGTH 28 FT

HAS TAIL BOARD SIDE PULLER



# 2015 KENWORTH T880

311

EMPTY SCALE WEIGHT

STEER AXLE WEIGHT – 11,960

DRIVE AXLE WEIGHT – 12,700

COMBINED WEIGHT – 24,660

STEER AXLE WEIGHT RATING – 12,000

DROP AXLE WEIGHT RATING – 12,000

DRIVE AXLE WEIGHT RATING – 21,000

GCVWR – 46,000

SEATS 3

BED RATING – 20,000

WHEEL LIFT – 4,000

TOP DECK HEIGHT 9FT 108"

MAIN DECK HEIGHT 4 FT 48"

DECK LENGTH 28 FT

3 WIRE ROPES 3/8" 2 50FT TOP 80FT



# 2007 FREIGHTLINER M2

312

EMPTY SCALE WEIGHT

STEER AXLE WEIGHT – 11,440

DRIVE AXLE WEIGHT – 13,120

COMBINED WEIGHT – 24,560

STEER AXLE WEIGHT RATING – 13,000

DROP AXLE WEIGHT RATING – 12,000

DRIVE AXLE WEIGHT RATING – 20,000

GCVWR – 46,000

SEATS 3

BED RATING – 20,000

WHEEL LIFT – 4,000

TOP DECK HEIGHT 9FT 108"

MAIN DECK HEIGHT 4 FT 48"

3 WIRE ROPES 3/8" 2 50FT TOP 80FT



# 2020 FREIGHTLINER M2



313

EMPTY SCALE WEIGHT

STEER AXLE WEIGHT – 12,020

DRIVE AXLE WEIGHT – 13,260

COMBINED WEIGHT – 25,280

STEER AXLE WEIGHT RATING – 12,000

DROP AXLE WEIGHT RATING – 12,000

DRIVE AXLE WEIGHT RATING – 21,000

GCVWR – 46,000

SEATS 3

BED RATING – 20,000

WHEEL LIFT – 4,000

TOP DECK HEIGHT 9FT 108"

MAIN DECK HEIGHT 4 FT 48"

3 WIRE ROPES 3/8" 2 50FT TOP 80FT



# 2019 INTERNATIONAL MV

314

EMPTY SCALE WEIGHT

STEER AXLE WEIGHT – 11,100

DRIVE AXLE WEIGHT – 8,220

COMBINED WEIGHT – 19,320

STEER AXLE WEIGHT RATING – 12,000

DRIVE AXLE WEIGHT RATING – 40,000

GCVWR – 106,000

SEATS 2

HAS SLEEPER



# 2005 INTERNATIONAL 9400I

316

EMPTY SCALE WEIGHT

STEER AXLE WEIGHT – 11,960

DRIVE AXLE WEIGHT – 12,700

COMBINED WEIGHT – 24,660

STEER AXLE WEIGHT RATING – 12,000

DROP AXLE WEIGHT RATING – 12,000

DRIVE AXLE WEIGHT RATING – 21,000

GCVWR – 46,000

SEATS 3

BED RATING – 20,000

WHEEL LIFT – 4,000

TOP DECK HEIGHT 9FT 108"

MAIN DECK HEIGHT 4 FT 48"

3 WIRE ROPES 3/8" 2 50FT TOP 80FT



2023 FREIGHTLINER M2

## DUMP TRAILER

WEIGHT- 4,000 LBS

GVWR- 14,000LBS

2 5/16" BALL

BED 14 FT LONG



# Case 570M XT Skip Loader

**Weight- 10,347 lbs**

**Height 8ft 6in**

**Bucket lift capacity-6,500 lbs**

**Box blade lift capacity- 3,979 lbs**

**Max bucket height 11ft**

**Length 20ft with box blade**

**Max speed 25mph**





## Professional References

Phyllis Kinlin, United States Postal Service Vehicle Maintenance,

[phyllis.a.kinlin@usps.gov](mailto:phyllis.a.kinlin@usps.gov)

509-891-9734

Chief Greg McLean, Chief of Police, Post Falls Police Department

[gmclean@postfallspolice.gov](mailto:gmclean@postfallspolice.gov)

208-773-3517

Brad Hohn, LKQ Heavy Truck Corporation Plant Manager

[dbhohn@lkqcorp.com](mailto:dbhohn@lkqcorp.com)

509-570-5630

Austin Forte, CDA Equipment Company President

[Aaforte40@gmail.com](mailto:Aaforte40@gmail.com)

208-661-2469



1717 E Polston Ave. ♦ Post Falls, ID 83854 ♦ Phone (208) 773-3517 ♦ Fax (208) 773-3200

August 14<sup>th</sup>, 2023

Re: Letter of recommendation for Reliable Towing

To whom it may concern;

Reliable towing has been on our rotation list for several years. I have found them to be very responsive to requests from the department. Reliable Towing has not had any violations of our tow policy and have been a great community partner to the Post Falls Police Department.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Greg Mclean". The signature is fluid and cursive, with a long horizontal stroke at the end.

Greg Mclean  
Chief of Police  
Post Falls Police Department

Spokane Vehicle Maintenance Facility



August 8, 2023

Re: Letter of reference

To whom it may concern,

This letter of reference for Reliable Towing is acknowledgment that the United States Postal Service has used, and continues to use the services they provide. Reliable Towing has consistently provided our organization with the necessary customer service required to get our vehicles back into service as quickly and efficiently as possible. In addition, the office and billing staff have been very easy and friendly to work with and have made our day to day operations and invoicing payments as streamlined as possible.

Phyllis Kinlin  
USPS Vehicle Maintenance Facility  
11211 E. Montgomery Dr.  
Spokane Valley, WA 99206

11211 E. Montgomery Ave  
Spokane, WA 99206-5377  
Fax: 509-891-9738



**Agenda Sheet for City Council Meeting of:**  
10/30/2023

<b>Date Rec'd</b>	10/16/2023
<b>Clerk's File #</b>	FIN 2023-0002
<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>	ROB SCHULTZ, CFO 509-455-6448
<b>Contact E-Mail</b>	RSCHULTZ@SPOKANEAIRPORTS.NET
<b>Agenda Item Type</b>	Report Item
<b>Agenda Item Name</b>	0320 - SPOKANE AIRPORT BOARD 2024 BUDGET

**Agenda Wording**

Spokane Airport Board seeks approval of its 2024 budget from the City Council per the Airport Joint Operating Agreement.

**Summary (Background)**

Per the Airport Joint Operating Agreement, the Spokane Airport Board is submitting the 2024 budget for approval. The Airports are financially self-sufficient, therefore, do not require any financial support from the City or County. The 2024 operating budget is \$51,594,945 and the capital budget is \$133,288,000. The total 2024 budget is \$184,882,945.

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>	KRAUTER, LARRY	<b>Study Session\Other</b>	10-16 Finance Committee
<b>Division Director</b>		<b>Council Sponsor</b>	Kinnear & Stratton
<b>Finance</b>		<b>Distribution List</b>	
<b>Legal</b>		gbyrd@spokanecity.org	
<b>For the Mayor</b>		twoodard@spokaneairports.net	
<b>Additional Approvals</b>		rschultz@spokaneairports.net	
<b>Purchasing</b>			

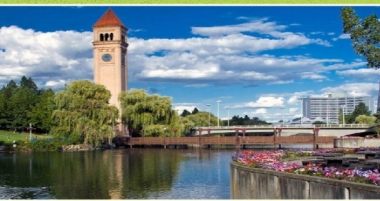
## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Spokane Airport Board		
<b>Contact Name</b>	Rob Schultz, CFO		
<b>Contact Email &amp; Phone</b>	<a href="mailto:rschultz@spokaneairports.net">rschultz@spokaneairports.net</a> ; 509.455.6448		
<b>Council Sponsor(s)</b>	CP Kinnear & CM Stratton		
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion            Time Requested:		
<b>Agenda Item Name</b>	Spokane Airport Board 2024 Budget		
<b>Summary (Background)</b>	<p>Per the Airport Joint Operating Agreement, the Spokane Airport Board is submitting the 2024 budget for approval. The Airports are financially self-sufficient, therefore, do not require any financial support from the City or County. The 2024 operating budget is \$51,594,945 and the capital budget is \$133,288,000. The total 2024 budget is \$184,882,945.</p> <p>*use the Fiscal Impact box below for relevant financial information</p>		
<b>Proposed Council Action</b>	Approval of 2024 Budget for Spokane Airports		
<b>Fiscal Impact</b>	<p>Total Cost: <small>Click or tap here to enter text.</small></p> <p>Approved in current year budget?            <input type="checkbox"/> Yes            <input type="checkbox"/> No            <input checked="" type="checkbox"/> N/A</p> <p>Funding Source                              <input type="checkbox"/> One-time            <input type="checkbox"/> Recurring</p> <p>Specify funding source: <small>Click or tap here to enter text.</small></p> <p>Expense Occurrence            <input type="checkbox"/> One-time            <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> <div style="text-align: right; margin-top: 10px;">} N/A</div>		
<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?			



**SPOKANE**  
INTERNATIONAL AIRPORT



# 2024 BUDGET DISCUSSION SPOKANE AIRPORTS

# SPOKANE AIRPORTS:

## Financially self-sufficient Funds come only from system users

- Operating Revenues
  - Parking and Ground Transportation fees
  - Concessions (Food/Beverage/Retail/Hotels)
  - Tenant Rents
  - Airline Landing Fees & Rent
  - Rental Cars
  
- Capital Projects Revenues
  - AIP Grants (Federal Ticket & Fuel Tax; Airport Improvement Trust Fund)
  - Bipartisan Infrastructure Law (BIL) grants
  - Passenger Facility Charges (PFC) from traveling passenger tickets
  - Customer Facility Charges (CFC) from rental car transactions
  - Cash generated from Airport operating and non-operating income
  
- Used ONLY on specific approved projects



# 2019 - 2024 Activity (Enplanements & Landed Weight)

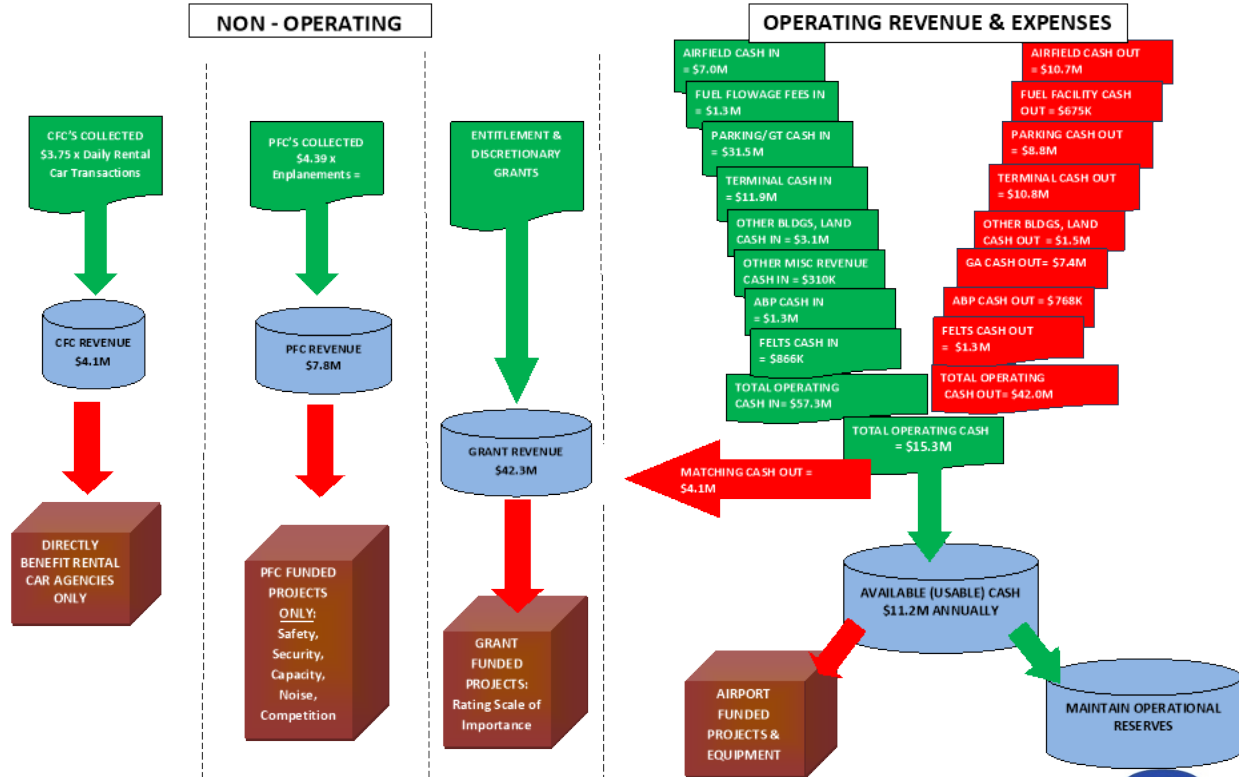
<b>Traffic Activity</b> Spokane International Airport (for the 12 months ending December 31; numbers in thousands)						
	Actual 2019	Actual 2020	Actual 2021	Actual 2022	Estimate 2023	Budget 2024
<b>Enplaned Passengers</b>						
Alaska	706	334	544	643	682	682
Allegiant (non-sig)	0	-	18	41	51	51
Delta	501	202	385	520	562	562
Frontier (non-sig)	35	15	19	13	-	-
Southwest	464	235	384	469	490	490
American	123	89	149	109	126	126
United	191	85	142	161	168	168
Others	3	1	1	9	-	-
<b>Total</b>	<b>2,023</b>	<b>962</b>	<b>1,643</b>	<b>1,965</b>	<b>2,079</b>	<b>2,079</b>
<b>Enplaned Passengers</b>	2,023	962	1,643	1,965	2,079	2,079
% Change YoY	1.2%	-52.4%	70.8%	19.6%	5.8%	0.0%
% Change to 2019		-52.4%	-18.8%	-2.9%	2.7%	2.7%
<b>By Terminal</b>						
Terminal C	828	424	693	752	808	808
Terminal A&B	1,195	539	950	1,214	1,270	1,270
<b>Total</b>	<b>2,023</b>	<b>962</b>	<b>1,643</b>	<b>1,965</b>	<b>2,079</b>	<b>2,079</b>

<b>Traffic Activity</b> Spokane International Airport (for the 12 months ending December 31; numbers in thousands)						
	Actual 2019	Actual 2020	Actual 2021	Actual 2022	Estimate 2023	Budget 2024
<b>Landed Weight (per 1,000 lbs.)</b>						
<b>Passenger Airlines</b>						
Alaska	741	532	698	728	724	724
Allegiant (non-sig)	1	-	26	39	51	51
Delta	554	407	543	561	582	582
Frontier (non-sig)	33	21	24	14	-	-
Southwest	513	392	422	462	469	469
American	142	129	186	104	171	171
United	247	140	180	181	170	170
Others	7	2	3	4	-	-
<b>Subtotal - Passenger</b>	<b>2,239</b>	<b>1,623</b>	<b>2,084</b>	<b>2,093</b>	<b>2,168</b>	<b>2,168</b>
<b>Cargo</b>						
Signatory	429	414	456	465	475	482
Non-signatory	66	130	93	123	126	128
<b>Subtotal - Cargo</b>	<b>495</b>	<b>544</b>	<b>550</b>	<b>589</b>	<b>600</b>	<b>610</b>
<b>Total</b>	<b>2,733</b>	<b>2,168</b>	<b>2,633</b>	<b>2,682</b>	<b>2,768</b>	<b>2,778</b>
% Change YoY	1.0%	-20.7%	21.5%	1.9%	3.2%	0.3%
% Change to 2019		-20.7%	-3.7%	-1.9%	1.3%	1.6%



## Sources and Uses of Cash

(Based on 2024 Budget)



## 2024 Budget Highlights

- Consolidated operating revenues of \$57.3M
  - 13.0% increase from 2023 budgeted revenues
  
- Consolidated operating expenses total of \$42.0M
  - 5.4% increase from 2023 budgeted expenses
  
- Sources of funds for Capital Improvement Program total of \$133.3M
  - \$57.0M combination of AIP & BIL grants, PFC, and CFC funds
  - \$28.2M for Concourse C TREX, likely in the form of debt financing
  - Up to \$48.1M of Airport funds

## 2024 Major Capital Projects by Funding Source

- PFC paygo
  - Concourse C TREX construction; taxilane and ramp project
- Debt issuance (PFC supported)
  - Concourse C TREX construction
- CFC
  - GTC Improvements Phase III
- Airport Funds
  - Landside improvements, terminal improvements, taxiway A reconstruction, fuel facility improvements, equipment and vehicle acquisitions, IT infrastructure upgrades
- Federal Grants
  - West terminal ramp construction, Concourse C TREX

# 2024 Budget Highlights

## → Rate Summary

- Class 1 Terminal Rent = \$66.11 up from \$63.02 per square foot per year (+4.9%)
- Landing Fee = \$2.35 up from \$2.24 per 1,000# (+4.9%)
- Cost per Enplanement (CPE) of \$6.32
  - Very competitive compared to similar sized airports
  - Lowest quartile of U.S. airports

# 2024 Budget Summary (with comparison to 2023)

SPOKANE AIRPORT BOARD																																																						
2024 BUDGET SUMMARY																																																						
<b>CONSOLIDATED</b>				<b><u>2023</u></b>																																																		
	Spokane International Airport	\$ 177,027,302		6.5%																																																		
	Airport Business Park	1,386,664		-44.2%																																																		
	Felts Field	<u>6,468,979</u>		15.1%																																																		
	<b>Total</b>	<b><u>\$ 184,882,945</u></b>		<b>6.1%</b>																																																		
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 5px;"> <table border="1"> <thead> <tr> <th><b><u>2023</u></b></th> <th colspan="2"><b>OPERATING EXPENSES</b></th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>1.1%</td> <td>Spokane International Airport</td> <td style="text-align: right;">\$ 48,284,302</td> <td></td> <td></td> </tr> <tr> <td>-1.0%</td> <td>Airport Business Park</td> <td style="text-align: right;">1,286,664</td> <td></td> <td></td> </tr> <tr> <td>20.0%</td> <td>Felts Field</td> <td style="text-align: right;"><u>2,023,979</u></td> <td></td> <td></td> </tr> <tr> <td>1.7%</td> <td><b>Total</b></td> <td style="text-align: right;"><b><u>\$ 51,594,945</u></b></td> <td></td> <td></td> </tr> </tbody> </table> </div> <div style="border: 1px solid black; padding: 5px;"> <table border="1"> <thead> <tr> <th></th> <th colspan="2"><b>CAPITAL</b></th> <th></th> <th><b><u>2023</u></b></th> </tr> </thead> <tbody> <tr> <td></td> <td>Spokane International Airport</td> <td style="text-align: right;">\$ 128,743,000</td> <td></td> <td style="text-align: right;">8.7%</td> </tr> <tr> <td></td> <td>Airport Business Park</td> <td style="text-align: right;">100,000</td> <td></td> <td style="text-align: right;">-91.6%</td> </tr> <tr> <td></td> <td>Felts Field</td> <td style="text-align: right;"><u>4,445,000</u></td> <td></td> <td style="text-align: right;">12.9%</td> </tr> <tr> <td></td> <td><b>Total</b></td> <td style="text-align: right;"><b><u>\$ 133,288,000</u></b></td> <td></td> <td style="text-align: right;"><b>7.9%</b></td> </tr> </tbody> </table> </div> </div>					<b><u>2023</u></b>	<b>OPERATING EXPENSES</b>				1.1%	Spokane International Airport	\$ 48,284,302			-1.0%	Airport Business Park	1,286,664			20.0%	Felts Field	<u>2,023,979</u>			1.7%	<b>Total</b>	<b><u>\$ 51,594,945</u></b>				<b>CAPITAL</b>			<b><u>2023</u></b>		Spokane International Airport	\$ 128,743,000		8.7%		Airport Business Park	100,000		-91.6%		Felts Field	<u>4,445,000</u>		12.9%		<b>Total</b>	<b><u>\$ 133,288,000</u></b>		<b>7.9%</b>
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# Spokane Airports 2024 Budget

Spokane International Airport / Airport Business Park / Felts Field



Spokane International Airport  
SpokaneAirports.net

## WHEN IT'S TIME TO FLY



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American Airlines

UNITED





# Spokane Airport Board

*Spokane International Airport / Airport Business Park / Felts Field*

## **2024 Budget Table of Contents**

<b>I.</b>	<b>Spokane Airport Board Members.</b>	<b>1</b>
<b>II.</b>	<b>Introduction</b> Overview, Process, Summary	<b>2</b>
<b>III.</b>	<b>Activity</b> Passengers, Landed Weight	<b>6</b>
<b>IV.</b>	<b>Cost Centers, Allocations, Rate Making and CPE</b>	<b>8</b>
<b>V.</b>	<b>Terminal Rent Rate and Landing Fee</b>	<b>13</b>
<b>VI.</b>	<b>Operating Revenues and Expenditures</b>	<b>15</b>
<b>VII.</b>	<b>Capital Improvement Program</b>	<b>18</b>
<b>VIII.</b>	<b>Debt Service</b>	<b>21</b>
<b>IX.</b>	<b>Budget Summaries by Cost Center</b>	<b>22</b>
	Spokane Airport Board Consolidated Summary.	23
	Spokane International Operations Summary	24
	Business Park Operations Summary	25
	Felts Field Operations Summary	26
	Capital Improvement Program	27
<b>X.</b>	<b>Selected Rates and Charges</b>	<b>28</b>



**Spokane International Airport**  
GEG – GENERATING ECONOMIC GROWTH

AIRPORT BUSINESS PARK



**Spokane Airport Board**

*Nancy Vorhees (Chair)*  
*Jennifer West (Vice Chair)*  
*Al French (Secretary)*  
*Brooke Baker Spink*  
*Ezra Eckhardt*  
*Lori Kinnear*  
*Max Kuney*

*Lawrence J. Krauter, CEO*  
*Brian Werst, General Counsel*





## Section II. Introduction

The SPOKANE AIRPORT BOARD (Board), operates Spokane International Airport (SIA or GEG), Felts Field (SFF) and the Airport Business Park (ABP), collectively referred to as the SPOKANE AIRPORTS (Airport), under and pursuant to the Constitution and Laws of the State of Washington, including Ch. 14.08 RCW, RCW 14.08.200 that certain Joint Resolution and Operating Agreement of Spokane County and the City of Spokane dated October 7, 2019.

The agreement intends the expenses of operating Spokane International Airport, Airport Business Park, and Felts Field shall be paid, *to the maximum extent possible*, from the operating revenues of each area (emphasis added).

The Airport does not receive any funds from either the County or City, nor does it receive any local tax revenues. Operating funds come from user fees, tenant rents in varying forms along with airline landing fees. Capital funds come from debt financing, federal and state grants and agreements, facility charges through airlines and rental car agencies along with airport funds generated through operations.

The 2024 budget provides revenue to fund the Airport's operating and capital needs while keeping the cost to airlines reasonable in comparison to previous years. The budget funds important capital projects that will improve airport capacity, safety and security, maintaining a strong facilities management and replacement schedule while designing new facilities focused on a unifying objective of maintaining the highest level of service to passengers and other airport customers. Through these initiatives, the budget provides funds for activities that provide economic impact and stimulus by supporting temporary and permanent job creation and associated spending on durable goods and consumables in the local area.

### **AIRLINE OPERATING AGREEMENT (AOA)**

This 2024 budget is prepared based on the airline agreement with signatory airlines originally dated January 1, 2010. This agreement was extended, mutually by the Airport and the airlines through December 31, 2015. The Airport and airlines extended the agreement again, with minor modifications, for additional years to provide time to continue negotiating a modernized AOA. The agreement, as amended, now expires on December 31, 2023. Management proposed a one-year extension of the agreement with one minor modification to increase the cash amount retained by the Airport.

The Airport Airline Affairs Committee (AAAC) convened on October 3, 2023 to discuss the 2024 rates and charges. The AAAC is comprised of Airport staff members along with representatives of the Signatory and Non-Signatory Airlines. The Airline members of the AAAC do not have any formal voting rights on the Airport's budget, however they do provide input for consideration.

The amended continuing agreement, on which the 2024 Budgets is based, utilizes a residual rate setting method. This approach is common, but not universal, among US airport operators. A pure residual rate setting method effectively applies all operating revenues and expenses into the models that set rates charged to airlines.

During discussions and consultations, it was agreed to continue to allow the Airport to apply a portion of operating net revenue, rather than all net operating revenue, to the calculation of rates and charges effectively allowing the Airport to retain a larger amount of generated revenue to fund capital projects beneficial to passengers, the Airport and the air carriers.

At the time of budget preparation, it is anticipated that 2023 passenger activity will increase by approximately 6% over 2022 and exceed the previous record-setting year of 2019. 2024 passenger activity is forecast to remain at estimated 2023 levels. In developing the 2024 budget, the goal is to stabilize and position the Airport to accommodate modest growth due to the uncertainties of the national economy and to build in the potential for a recession that could negatively impact air travel demand. Similarly, the budget supports efforts to maintain current airline seat capacity, frequencies, and city-pair connectivity while also pursuing opportunities for expansion of capacity by incumbent carriers as well as by new entrants to the market.

## **THE BUDGET PROCESS**

The budget process begins each year around July as the staff reviews the expenditures of the first six months of the current fiscal year. A budget packet was distributed including a budget calendar and general directions for each department's budget submittal. The Airport utilizes a budget process in which each expenditure line item is evaluated on its own merit each year. Specific department budgets are then developed to identify resources necessary to meet the daily functions of operating the airports and implementing the necessary airport improvement projects as well as new regulatory requirements.

Departments submitted their budgets which were loaded into the Rates and Charges Model (see Section V) to calculate the upcoming year's Terminal Rental Rates and Landing Fees. Each department's initiatives are reviewed before the proposed draft is completed and submitted for review and comment by the Board.

The Capital Improvement Program (CIP) is also refined to examine its effect on rates and charges. Future years' capital projects are added to the modeling as most of these projects and expenditures affect budget periods beyond the current period under examination.

## **FINANCIAL SUMMARY**

The table below summarizes the 2024 Consolidated Spokane Airport Board Budget. Subsequent sections and exhibits throughout this document will focus on the individual details of the summary shown.

2024	Operating	Capital	Total
GEG	\$ 48,284,302	\$ 128,743,000	\$ 177,027,302
ABP	1,286,664	100,000	1,386,664
Felts Field	2,023,979	4,445,000	6,468,979
2024 Consolidated	\$51,594,945	\$133,288,000	\$184,882,945
% Change vs 2023	1.7%	7.9%	6.1%
2023	Operating	Capital	Total
GEG	\$ 47,736,563	\$ 118,450,499	\$ 166,187,062
ABP	1,299,432	1,187,000	2,486,432
Felts Field	1,686,911	3,935,500	5,622,411
2023 Consolidated	\$ 50,722,906	\$ 123,572,999	\$ 174,295,905

**The Total Spokane Airport Board 2024 budget** presented for approval is \$184,882,945 representing a 6.1% increase from the 2023 budget. This change is due to a 1.7% increase in the operating budget and a 7.9% increase in the capital budget. The increase in the operating budget is related to continued growth in passenger activity, and therefore expenses, and inflationary impacts on wages, materials and supplies. The increase in the Capital Budget simply reflects the planned delivery of more projects and acquisition of heavy equipment and fleet vehicles with the most notable project being the continued construction of the Concourse C Terminal Renovation and Expansion (TRES) project as well as the addition of a 500,000-gallon Jet-A fuel storage tank at Spokane International Airport and completion of Phase 2 of the Gateway Improvements Projects at Felts Field.

**Consolidated Operating Revenues** are forecast to increase by 13% from the 2023 budget to \$57.3 million. SIA operating revenues are forecast to increase by 13.7% from the 2023 budget, due to the forecast passenger activity which affects revenues from airline landing fees, concessions and rental car activity. Included in the 2024 revenue increase is a 4.9% increase in the rental rates for terminal tenants and the 2024 landing fee rate.

The **Parking / Ground Transportation** cost center is forecasted to increase revenue due to parking demand associated with increased passenger activity and a rate increase for the garage and outside lots, which have not been adjusted since 2022. The 2024 parking revenue budget is expected to increase by 7.9% compared to the 2023 forecast. The parking rate increase is outlined in Section X along with the trip fee schedule for commercial vehicles.

**Consolidated Operating Expenses**, including depreciation and debt service, are projected to increase 1.7% to \$51.6 million. Operating expenses, not including depreciation and debt service, are projected to increase 5.4% over the 2023 budget to \$42.0 million. This increase corresponds to passenger activity levels and the Airport's CIP, therefore, driving the need for additional staffing.

The 2024 Capital Improvements Program budget represents a 7.9% increase from the 2023 Capital Program budget. The total planned capital expenditures in 2024 are \$133.3 million.

Sources of funds for capital improvements are largely dependent on the Federal Grant process through the Airport Improvement Program (AIP), other funds obtained through the Department of Transportation (DOT), and the Passenger Facility Charge (PFC) Application process. Anticipated 2024 capital improvements projects are, or will be, funded for the upcoming year through AIP Grant applications, a DOT BUILD grant, Bipartisan Infrastructure Law (BIL) grants, pre-collected PFCs, Customer Facility Charges (CFCs) and debt issuance on specific projects. The Airport also uses funds from general operations to the extent expenditures do not reduce the reserve amount below a minimum targeted level.

Anticipated 2024 capital improvements projects at SIA include construction of roadway improvements, increase parking capacity, Concourse C TREX construction, West terminal ramp and taxilane improvements, taxiway reconstruction, aviation fuel facility improvements, elevator and escalator modernization and Ground Transportation Center Phase III improvements. Airport Business Park capital projects are anticipated to include a security fencing project. Felts Field anticipated projects include development of the northeast taxilane, a new aircraft tie-down parking apron, rehabilitation and expansion of the terminal building, and gateway streetscape improvements. As noted above, these projects are, or will be, funded by AIP, BIL, DOT and state grants, PFCs, CFCs, Airport general funds and debt issuance. The DOT and AIP grants contain a matching provision from the Airport's cash. Replacement of aging equipment and vehicles is planned in 2024 and will be funded with current year operating funds or those funds designated in prior years for projects that will be carried over to 2024.



### Section III. Airline Activity Forecast

#### PASSENGER TRAFFIC

Outside of the pandemic impacted years, most notably 2020 through 2022, enplanement and total passenger activity has increased year over year since 2014. Given concerns regarding the potential for an economic slowdown in 2024, a conservative approach has been taken regarding the passenger activity forecast for budgeting purposes, which assumes that 2024 enplaned passengers will be the same as 2023 levels.

The following table shows actual passenger activity by airline for 2019 through 2022 with estimates for 2023 and 2024, which are incorporated into the 2024 budget. The table also shows the current breakdown of passengers traveling out of the two terminals.

<b>Exhibit 1.0</b>						
<b>Traffic Activity</b>						
<b>Spokane International Airport</b>						
<b>(for the 12 months ending December 31; numbers in thousands)</b>						
	Actual 2019	Actual 2020	Actual 2021	Actual 2022	Estimate 2023	Budget 2024
Enplaned Passengers						
Alaska	706	334	544	643	682	682
Allegiant (non-sig)	0	-	18	41	51	51
Delta	501	202	385	520	562	562
Frontier (non-sig)	35	15	19	13	-	-
Southwest	464	235	384	469	490	490
American	123	89	149	109	126	126
United	191	85	142	161	168	168
Others	3	1	1	9	-	-
<b>Total</b>	<b>2,023</b>	<b>962</b>	<b>1,643</b>	<b>1,965</b>	<b>2,079</b>	<b>2,079</b>
Enplaned Passengers	2,023	962	1,643	1,965	2,079	2,079
% Change YoY	1.2%	-52.4%	70.8%	19.6%	5.8%	0.0%
% Change to 2019		-52.4%	-18.8%	-2.9%	2.7%	2.7%
By Terminal						
Terminal C	828	424	693	752	808	808
Terminal A&B	1,195	539	950	1,214	1,270	1,270
<b>Total</b>	<b>2,023</b>	<b>962</b>	<b>1,643</b>	<b>1,965</b>	<b>2,079</b>	<b>2,079</b>

## AIRCRAFT LANDED WEIGHT FORECAST

The Airport collects landing fees from air carriers based on an aircraft's Maximum Gross Landed Weight (MGLW). The costs of operating the airfield are recovered through the Landing Fee Rate multiplied by the MGLW of each aircraft. The accuracy of the landed weight forecast of each air and cargo carrier has an impact on the Landing Fee Rate. Section IV, which discusses Cost Centers, Allocations, Rate Making and CPE, examines the methodology of rate making under a Residual Airline Agreement in place with the airlines.

The following table shows actual passenger and cargo landed weight for 2019 through 2022 along with forecasts for 2023 and 2024, which have been incorporated into the 2024 budget. 2024 landed weight is forecasted to be slightly above 2023 levels by 0.3% due to an increase in cargo operations.

<b>Exhibit 1.0</b>						
<b>Traffic Activity</b>						
<b>Spokane International Airport</b>						
<b>(for the 12 months ending December 31; numbers in thousands)</b>						
	Actual 2019	Actual 2020	Actual 2021	Actual 2022	Estimate 2023	Budget 2024
Landed Weight (per 1,000 lbs.)						
Passenger Airlines						
Alaska	741	532	698	728	724	724
Allegiant (non-sig)	1	-	26	39	51	51
Delta	554	407	543	561	582	582
Frontier (non-sig)	33	21	24	14	-	-
Southwest	513	392	422	462	469	469
American	142	129	186	104	171	171
United	247	140	180	181	170	170
Others	7	2	3	4	-	-
Subtotal - Passenger	2,239	1,623	2,084	2,093	2,168	2,168
Cargo						
Signatory	429	414	456	465	475	482
Non-signatory	66	130	93	123	126	128
Subtotal - Cargo	495	544	550	589	600	610
Total	2,733	2,168	2,633	2,682	2,768	2,778
% Change YoY	1.0%	-20.7%	21.5%	1.9%	3.2%	0.3%
% Change to 2019		-20.7%	-3.7%	-1.9%	1.3%	1.6%



## Section IV. Cost Centers, Allocations, Rate Making and CPE

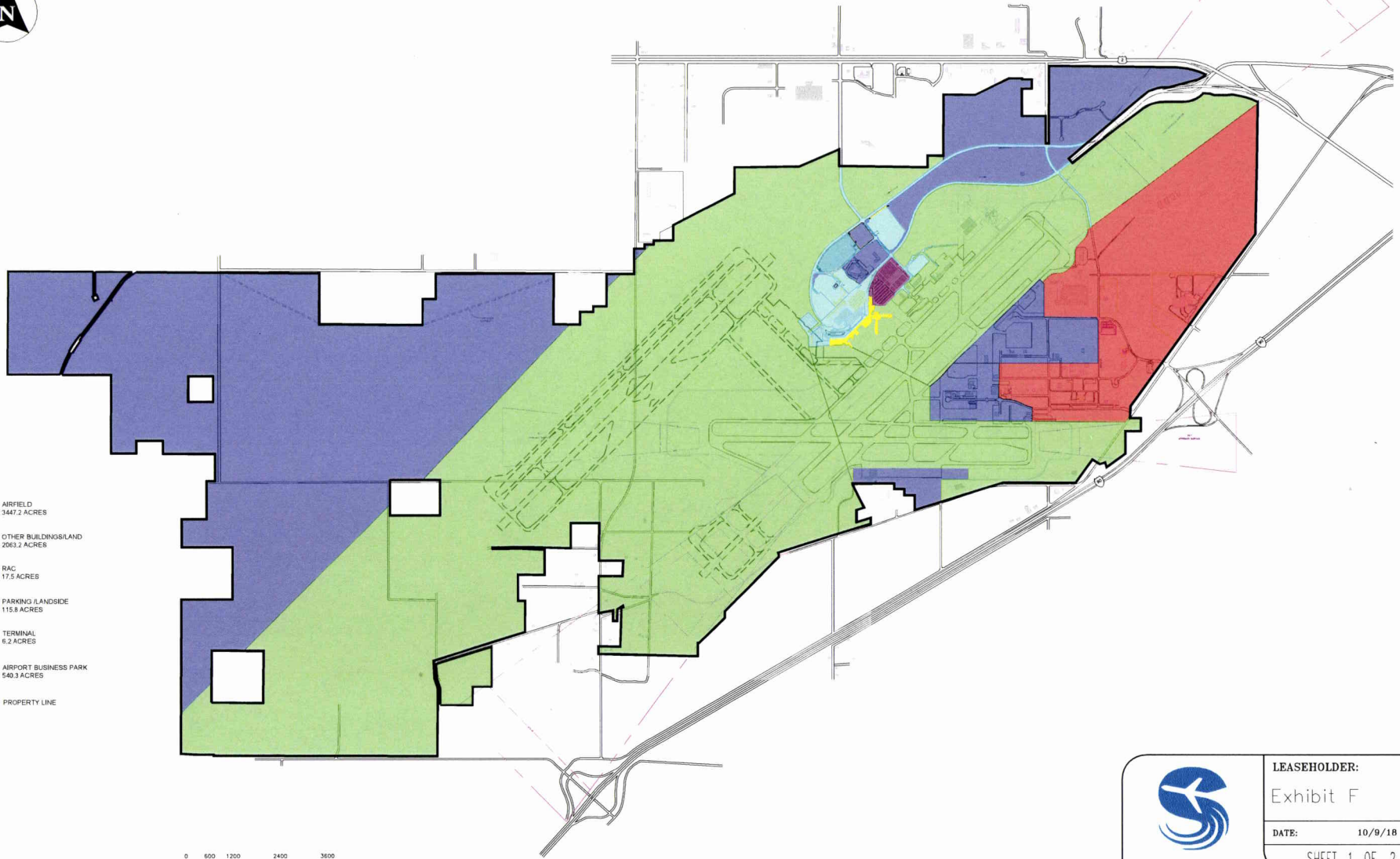
### COST CENTERS

The Airport is currently organized around seven direct cost centers with a goal to continue to refine the cost centers and allocations to them each year to provide better forecasts for rate making. The direct cost centers are Airfield (including Operations and the Fuel Facility), GEG Terminal, Parking and Ground Transportation, Other Buildings and Grounds, Rental Car Facilities, the ABP and Felts Field. There are five indirect cost centers in Planning and Development, Airport Rescue and Fire Fighting (ARFF), Information Technology, Police / Dispatch, and Airport Administration.


### ALLOCATIONS

To develop rates, the expenses from four of the indirect costs centers, excluding administration, are allocated to the direct costs centers based on an analysis of the staff hours dedicated to a center along with the budgeted costs within each indirect cost center. After those indirect costs are allocated to the direct cost centers, administration is allocated based on the total actual direct and indirect costs for each direct cost center. The allocation percentages for 2024 are shown below. These allocation rates are reviewed annually and potentially revised at the end of each review period to reflect actual operations and maintenance for all of the facilities.

<b>M&amp;O Expense Allocation Percentages Spokane Airport Board</b>								
	Airfield	Fuel	Terminal	Parking	OB&G	QTA	ABP	Felts
<b>Indirect Allocations</b>								
Airfield Maintenance	65.0%	0.0%	0.0%	20.0%	10.0%	0%	0.0%	5.0%
Terminal Maintenance	0.0%	0.0%	80.0%	20.0%	0.0%	0%	0.0%	0.0%
Operations	90.0%	0.0%	2.5%	2.5%	0.0%	0%	0.0%	5.0%
Fuel	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Planning & Development	40.0%	1.0%	40.0%	10.0%	1.0%	0%	1.0%	7.0%
IT	25.0%	0.0%	25.0%	25.0%	18.0%	0%	2.0%	5.0%
ARFF/Fire	73.3%	3.2%	15.9%	0.9%	4.6%	0%	2.1%	0.0%
Police	1.0%	0.0%	80.0%	15.0%	1.5%	0%	2.5%	0.0%
Communications	1.0%	0.0%	80.0%	15.0%	1.5%	0%	2.5%	0.0%
Airport Business Park	0.0%	0.0%	0.0%	0.0%	0.0%	0%	100.0%	0.0%
Felts Field	0.0%	0.0%	0.0%	0.0%	0.0%	0%	0.0%	100.0%



**LEGEND:**

-  AIRFIELD  
3447.2 ACRES
-  OTHER BUILDINGS/LAND  
2063.2 ACRES
-  RAC  
17.5 ACRES
-  PARKING, LANDSIDE  
115.8 ACRES
-  TERMINAL  
6.2 ACRES
-  AIRPORT BUSINESS PARK  
540.3 ACRES
-  PROPERTY LINE



SCALE: 1" = 1200'  
NOTE: SCALE SHOWN IS FOR 22 X 34 EXHIBITS. IF PLOTTED ON 11 X 17 SCALE IS HALF SIZE.



LEASEHOLDER:

Exhibit F

DATE: 10/9/18

SHEET 1 OF 2

9000 West Airport Dr., Ste. 204  
Spokane, WA 99224



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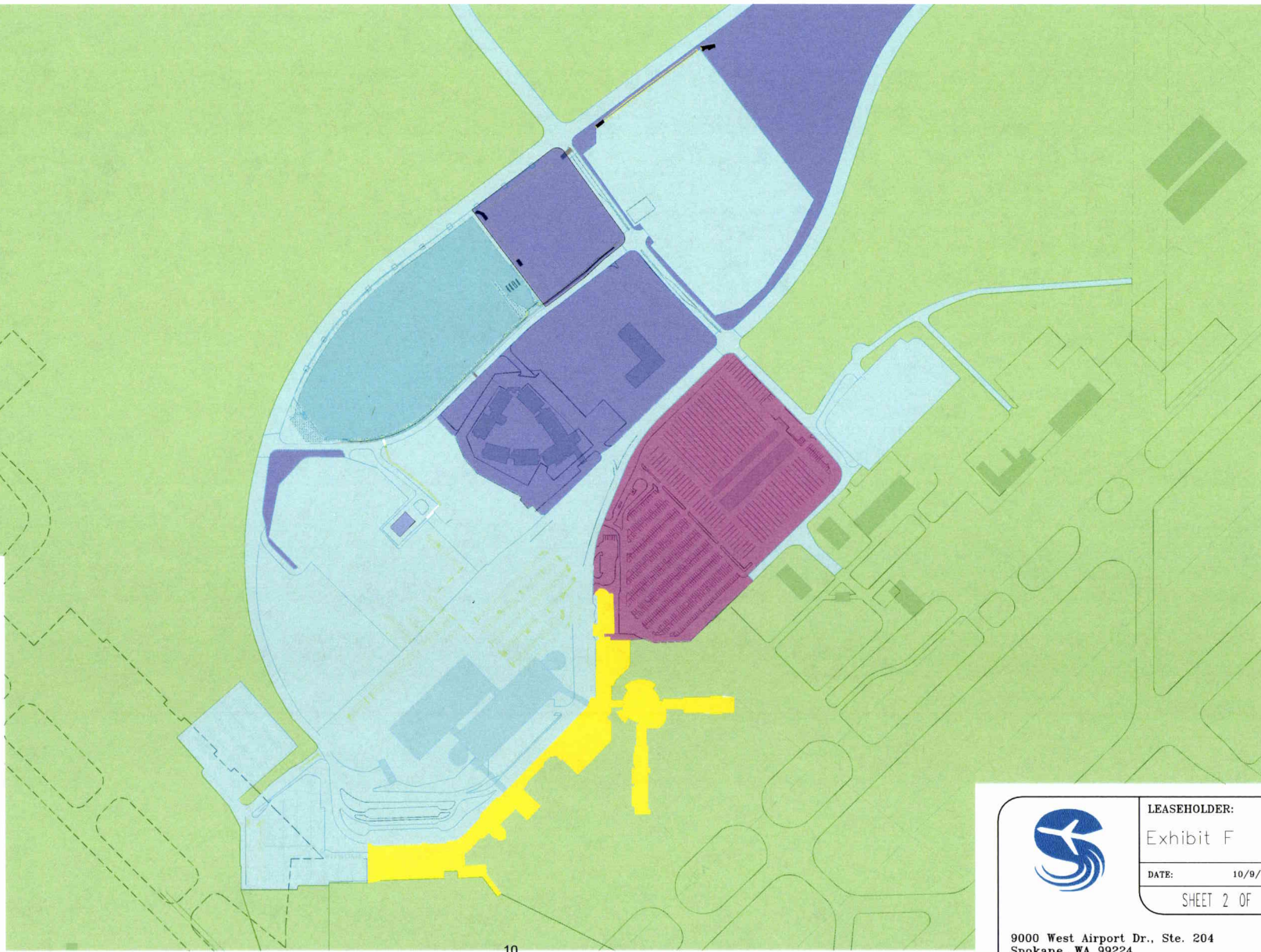
0 100 200 400 600

SCALE: 1" = 200'

NOTE: SCALE SHOWN IS FOR 22 X 34 EXHIBITS. IF PLOTTED ON 11 X 17 SCALE IS HALF SIZE.

**LEGEND:**

-  AIRFIELD  
3447.2 ACRES
-  OTHER BUILDINGS/LAND  
2063.2 ACRES
-  RAC  
17.5 ACRES
-  PARKING / LANDSIDE  
115.8 ACRES
-  TERMINAL  
6.2 ACRES



LEASEHOLDER:

Exhibit F

DATE: 10/9/18

SHEET 2 OF 2

9000 West Airport Dr., Ste. 204  
Spokane, WA 99224

## **RATE MAKING**

The Airport operates under an existing AOA with a residual ratemaking methodology where generally, with some exceptions, all revenues are shared with the signatory air carriers. Under the current AOA there is no specified methodology for each rate making calculation, however, there are federal guidelines for establishing rates. Currently the signatory airlines participate, in a consultation role only, in the budget and rate setting process and agreed to modifications to the rate making methodology outlined in the Introduction section under the Airline Operating Agreement (AOA).

### **Terminal Rental Rate Calculation**

The existing AOA does not prescribe a methodology for calculating terminal building rentals, fees, and charges. However, exhibits provided annually to the air carriers with updated rates prescribes the fees and charges and the relative weighting of such charges. The Airport uses a cost center residual methodology to calculate a cost recovery terminal building rental rate.

The Terminal Building Cost includes allocable M&O Expenses, debt service (net of allocable PFC or CFC revenues), any debt service coverage, depreciation charges (net of bond-funded projects, grants, and PFC revenues), and M&O Reserve deposit requirements. The resulting Terminal Building Cost is reduced by Terminal Concession Revenues, Non-airline Terminal Rentals, a percentage of the estimated surplus revenue generated from the Parking/Landside cost center (with the remainder flowing into the airport residual landing fee rate), Other Terminal Payments, and Loading Bridge Fees to yield the Net Terminal Building Requirement.

The Net Terminal Building Requirement is divided by Rented Space weighted by the weight classifications to derive the Terminal Building Rental Rate per square foot per year. The 2024 terminal rental rate for Class 1 space (generally public areas) is \$66.11 per square foot per annum (sfpa), an increase of 4.9% from \$63.02 sfpa in 2023. The calculation of the Terminal Rental Rate is displayed in Section V.

### **Landing Fee Calculation**

The methodology for calculating the landing fee rate is based on an airport residual approach where the total cost of SIA is credited with airline terminals rentals, other airline fees and charges, non-signatory airline landing fees, and non-airline revenues to yield the landing fee revenue requirement. The landing fee requirement is then divided by signatory airline landed weight forecast to derive the landing fee rate per 1,000 pound unit.

More specifically, the methodology consists of the following steps:

1. The SIA rate base includes M&O Expenses, debt service, debt service coverage, depreciation charges (net of grants and PFC revenues), reserves for renewal and replacement and environmental liability, and the M&O Expense Reserve deposit requirement. The rate base also includes an amount to provide sufficient funding for the Airport's share of funding the CIP.

2. The Airfield Requirement is then reduced by airline revenues other than landing fees and non-airline revenues, and the prior year carry forward surplus (deficit) to yield the Net Landing Fee Requirement.

3. The Net Landing Fee Requirement is divided by forecast Total Landed Weight of passenger and cargo carriers (as weighted for premiums) to derive the Signatory Airline Landing Fee Rate per 1,000-pound unit.

The 2024 landing fee rate is \$2.35 per 1,000 pounds of landed weight, an increase of 4.9% from the 2023 rate of \$2.24 / 1,000 pounds. The calculation of the Landing Fee Rate is displayed in Section V.

**COST PER ENPLANEMENT (CPE)**

The calculations of the Terminal Rent Rate and the Landing Fee result in charges to the air carriers. Those charges contribute to both Terminal and Airfield Revenue. One measure of the cost to operate at an airport by an airline is the Cost Per Enplanement (CPE) calculation.

The average CPE represents the net cost incurred by the commercial airlines based on their regular operations at the Airport. The table below shows the actual CPE for 2019 through 2022 along with forecasts for 2023 and 2024. The 2023 estimated CPE is \$5.60 as compared to a budgeted CPE of \$6.05, which was presented in the 2023 Budget. The variation in the CPE relates to the increased operating expenses, including depreciation, that results in a slightly higher CPE despite growth in passenger activity. The 2024 budgeted CPE is \$6.32 which represents a very competitive cost structure compared to other commercial service airports.

<b>Exhibit 5.6</b>						
<b>Airline Cost per Enplaned Passenger</b>						
<b>Spokane International Airport</b>						
<b>(for the 12 months ending December 31; numbers in thousands except rates)</b>						
	Actual 2019	Actual 2020	Actual 2021	Actual 2022	Estimate 2023	Budget 2024
Passenger Airline Payments						
Passenger Airline Signatory Landing Fees	\$ 5,186	\$ 3,106	\$ 4,221	\$ 4,399	\$ 4,742	\$ 4,975
Terminal Building Rent	6,751	6,916	6,504	5,818	6,040	7,514
Loading Bridge Fees	247	260	265	286	299	354
RON and Airfield Fees	260	112	211	190	135	166
Subtotal	\$ 12,444	\$ 10,394	\$ 11,202	\$ 10,694	\$ 11,216	\$ 13,009
Nonsignatory Passenger Landing Fees	112	59	137	141	132	138
Total Airline Revenues	\$ 12,556	\$ 10,453	\$ 11,338	\$ 10,835	\$ 11,348	\$ 13,147
Enplaned Passengers	2,023	962	1,643	1,965	2,027	2,079
Airline Cost per Enplaned Passenger	\$ 6.21	\$ 10.86	\$ 6.90	\$ 5.51	\$ 5.60	\$ 6.32



## Section V. Terminal Rent Rate and Landing Fee Calculations

The tables below show the actual calculation of the average terminal rent rate and the airfield landing fee as described in Section IV Rate Making.

<b>Calculation of Terminal Building Rental Rate</b>						
<b>Spokane International Airport</b>						
<b>(for the 12 months ending December 31; numbers in thousands except rates)</b>						
	Actual 2019	Actual 2020	Actual 2021	Actual 2022	Estimate 2023	Budget 2024
<b>TERMINAL BUILDING COST</b>						
M&O Expenses	\$ 9,824	\$ 8,372	\$ 9,028	\$ 10,931	\$ 10,064	\$ 15,094
M&O Reserve Fund Requirement	641	-	-	435	169	2,084
Debt Service (net of PFCs)	-	-	-	-	-	-
CARES Act Grants for Debt Service	-	-	-	-	-	-
Debt Service Coverage	-	-	-	-	-	-
Net Depreciation Charges	2,263	2,194	2,085	1,198	2,107	1,904
<b>Terminal Building Cost</b>	<b>\$ 12,729</b>	<b>\$ 10,565</b>	<b>\$ 11,113</b>	<b>\$ 12,564</b>	<b>\$ 12,340</b>	<b>\$ 19,082</b>
<b>Less: Terminal Non-Airline Revenues Associated With Rented Space</b>						
Terminal Concession Revenues	\$ (2,223)	\$ (1,291)	\$ (1,680)	\$ (2,124)	\$ (2,367)	\$ (2,349)
Nonairline Terminal Rentals	(686)	(650)	(633)	(640)	(651)	(651)
Share of Parking Surplus @ 50% (2023)	(1,848)	(892)	(2,962)	(2,994)	(6,409)	(7,293)
Other Terminal Payments	(844)	(642)	(1,079)	(1,452)	(1,218)	(1,253)
CARES Reimbursement	-	(3,551)	-	(32)	-	-
Loading Bridge Fees	(247)	(260)	(265)	(286)	(299)	(354)
Net Terminal Building Requirement	\$ 6,880	\$ 3,279	\$ 4,494	\$ 5,036	\$ 1,396	\$ 7,181
Weighted Rented Space	96	96	96	96	96	109
Charged Average Terminal Rental Rate (per sq ft per year)	<b>\$ 61.44</b>	<b>\$ 64.73</b>	<b>\$ 59.19</b>	<b>\$ 60.70</b>	<b>\$ 63.02</b>	
Calculated Average Terminal Rental Rate (per sq ft per year)	<b>\$ 71.79</b>	<b>\$ 34.22</b>	<b>\$ 46.88</b>	<b>\$ 52.55</b>	<b>\$ 14.56</b>	<b>\$ 66.11</b>
Rented Space	96	96	96	96	96	109
Subtotal	\$ 5,889	\$ 6,204	\$ 5,673	\$ 5,036	\$ 1,396	\$ 7,181
Other Airline Terminal Payments <sup>1</sup>	333	333	333	333	333	333
Airline Terminal Rentals	\$ 6,221	\$ 6,537	\$ 6,005	\$ 5,369	\$ 1,728	\$ 7,514

1. Storage – Outside, Janitorial, Boarding Areas Walkway, Ramp - Equipment Storage, and Glycol Pad.

<b>Calculation of Landing Fee</b>						
<b>Spokane International Airport</b>						
<b>(for the 12 months ending December 31; numbers in thousands except rates)</b>						
	Actual 2019	Actual 2020	Actual 2021	Actual 2022	Estimate 2023	Budget 2024
<b>Landing Fee Requirements</b>						
M&O Expenses (SIA)	\$ 28,728	\$ 25,430	\$ 24,343	\$ 30,846	\$ 30,044	\$ 41,439
Net Depreciation						
Total SIA Depreciation - Existing Assets	23,806	27,889	28,131	28,995	24,511	23,162
Less Grant, PFC and Bond Funded Assets	(14,120)	(16,821)	(17,708)	(19,559)	(15,607)	(15,356)
Net SIA Depreciation - Existing Assets	9,686	11,067	10,423	9,436	8,905	7,806
Future SAB Funded Assets (Net of AIP/PFC)	-	-	-	-	1,936	4,393
Return on Investment in Land	990	990	990	990	1,002	1,000
Additional Discretionary Cash Flow (if Extension)	1,800	1,800	1,800	1,800	2,500	4,000
Debt Service						
Debt Service - Outstanding GARBs	-	784	-	-	-	-
Debt Service - Future GARBs (net of PFCs)	-	-	-	-	-	-
Debt Service - Outstanding Subordinate Lien	468	468	4,089	-	-	-
Required Debt Service Coverage	-	-	-	-	-	-
R&R Reserve						750
M&O Reserve Fund	1,876	-	-	1,229	505	5,722
Subtotal	\$ 43,548	\$ 40,539	\$ 41,645	\$ 44,300	\$ 44,892	\$ 65,111
Less:						
Airline Terminal Building Rent	(6,751)	(6,916)	(6,504)	(5,818)	(6,040)	(7,514)
Other Airline Revenues	(1,333)	(1,107)	(1,347)	(1,370)	(1,584)	(1,830)
Total Nonairline Revenues, incl CARES	(28,179)	(27,280)	(25,834)	(33,931)	(37,159)	(39,156)
Subtotal	\$ 7,285	\$ 5,236	\$ 7,961	\$ 3,181	\$ 109	\$ 16,611
<b>Less Non-Operating Revenues</b>						
Interest Income	\$ (661)	\$ (642)	\$ (9)	\$ (583)	\$ (1,250)	\$ (1,000)
Air Service Incentive Waivers						
CARES Act Grants for Debt Service	-	-	(4,089)	-	-	-
<b>TOTAL LANDING FEE REQUIREMENT</b>	\$ 6,624	\$ 4,594	\$ 3,862	\$ 2,597	\$ (1,141)	\$ 15,611
Plus Unfunded Pension Liability			861			
Plus Environmental Liability					7,000	(4,175)
Prior Year Carry Over (Surplus)/Deficit	(1,915)	(1,163)	(823)	(1,009)	(4,036)	(4,673)
<b>Net Landing Fee Requirement</b>	\$ 4,710	\$ 3,431	\$ 3,900	\$ 1,588	\$ 1,823	\$ 6,762
Landing Fees Paid	\$ 6,524	\$ 4,346	\$ 5,571	\$ 5,624	\$ 6,497	
Signatory Landed Weight (millions/lbs)	2,198	1,600	2,030	2,037	2,117	2,117
Signatory Cargo Landed Weight (adjusted for premium) 105%	450	435	479	489	498	506
Non-Signatory Use Agmt Landed Weight (adjusted) 115%	47	26	62	65	59	59
Itinerant Landed Weight (adjusted) 150%	99	195	140	185	189	192
Adjusted Total Landed Weight	2,794	2,257	2,711	2,775	2,863	2,874
Change in Total Landed Weight	1.2%	-19.2%	20.1%	2.4%	3.1%	0.4%
<b>Calculated Signatory Airline Landing Fee Rated (per 1000 lbs)</b>	\$ 1.69	\$ 1.52	\$ 1.44	\$ 0.57	\$ 0.27	\$ 2.35
Charged Signatory Airline Landing Fee Rate	2.36	2.24	2.10	2.16	2.24	2.35
Charged Signatory Cargo Airline Landing Fee Rate 105%	2.48	2.35	2.21	2.27	2.36	2.47
Non-Signatory Use Agmt Landing Fee Rate 115%	2.71	2.58	2.42	2.48	2.58	2.70
Itinerant Landing Fee Rate 150%	3.54	3.36	3.15	3.24	3.37	3.53



## Section VI. Operating Revenues and Expenses

### OPERATING REVENUE

Operating revenue is generated from the Airport's primary business activities and reported through the cost centers outlined earlier (Airfield, Fuel Facility, GEG Terminal, Parking and Ground Transportation, Other Buildings and Grounds, Rental Car Facilities, ABP and Felts Field). Non-Operating revenue is generated from facility charges, interest income and the periodic sale of surplus land.

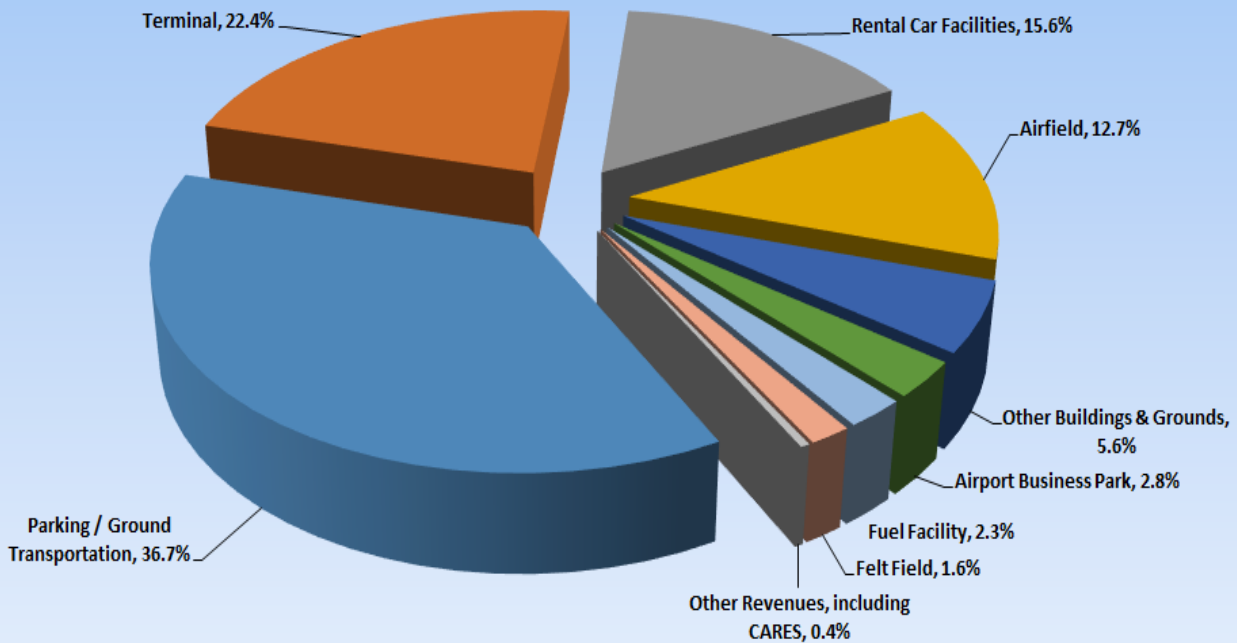
#### Highlights:

- **Parking and Ground Transportation** revenue is estimated to increase 26.3% compared to 2023 budget. Parking and Ground Transportation comprises 41.0% of SIA's operating revenues.
- **Terminal and Other Commercial Land / Building Rents** are more exposed to the fluctuations in passenger activity, market demand varies for leased space products available in the Business Park and periodic land lease opportunities for aeronautical and non-aeronautical uses. Airline Terminal revenue is 20.8% of SIA's operating revenue.
- **Rental Car Facilities** represents 14.0% of total revenues and is estimated to increase 1.1% over the prior year.

This table and the chart on the next page shows the main revenue sources for 2023 and 2024.

<b>Sources of Operating Revenue</b>									
<i>This table shows general categories of revenues as a percentage of total operating revenues</i>									
Rank	Description	Budgeted	FY 2023 % of	Year End	FY 2023 % of	Budgeted	FY 2024 % of	2024 vs. 2023 Budget	
		2023	Total Rev	Estimate	Total Rev	2024	Total Rev	\$ Change	% Change
1	Parking / Ground Transportation	18,624,734	36.7%	21,784,259	40.7%	23,514,342	41.0%	4,889,608	26.3%
2	Terminal	11,368,646	22.4%	10,574,988	19.8%	11,890,289	20.8%	521,643	4.6%
3	Rental Car Facilities	7,925,041	15.6%	8,075,371	15.1%	8,012,025	14.0%	86,984	1.1%
4	Airfield	6,419,475	12.7%	6,631,822	12.4%	7,008,379	12.2%	588,904	9.2%
5	Other Buildings & Grounds	2,817,766	5.6%	2,870,451	5.4%	3,068,104	5.4%	250,338	8.9%
6	Airport Business Park	1,435,179	2.8%	1,330,432	2.5%	1,307,255	2.3%	(127,924)	-8.9%
7	Fuel Facility	1,150,000	2.3%	1,227,029	2.3%	1,310,000	2.3%	160,000	13.9%
8	Felts Field	796,600	1.6%	824,635	1.5%	866,096	1.5%	69,496	8.7%
9	Other Revenues, including CARES	179,300	0.4%	192,601	0.4%	310,413	0.5%	131,113	73.1%
<b>Total Operating Revenues</b>		<b>\$ 50,716,741</b>	<b>100.0%</b>	<b>\$ 53,511,588</b>	<b>100.0%</b>	<b>\$ 57,286,902</b>	<b>100.0%</b>	<b>\$ 6,570,162</b>	<b>13.0%</b>

## 2023 Sources of Operating Revenue



### OPERATING EXPENSES

Operating expenses are incurred through normal and customary business operations of the Airport and tracked in the direct and indirect cost centers described previously. Along with the direct cost centers tracking revenue, there are five indirect cost centers in Planning and Development, Airport Rescue and Fire Fighting (ARFF), Information Technology, Police and Dispatch along with Airport Administration. The following table and chart breaks down expenses into smaller categories for analysis.

#### Highlights:

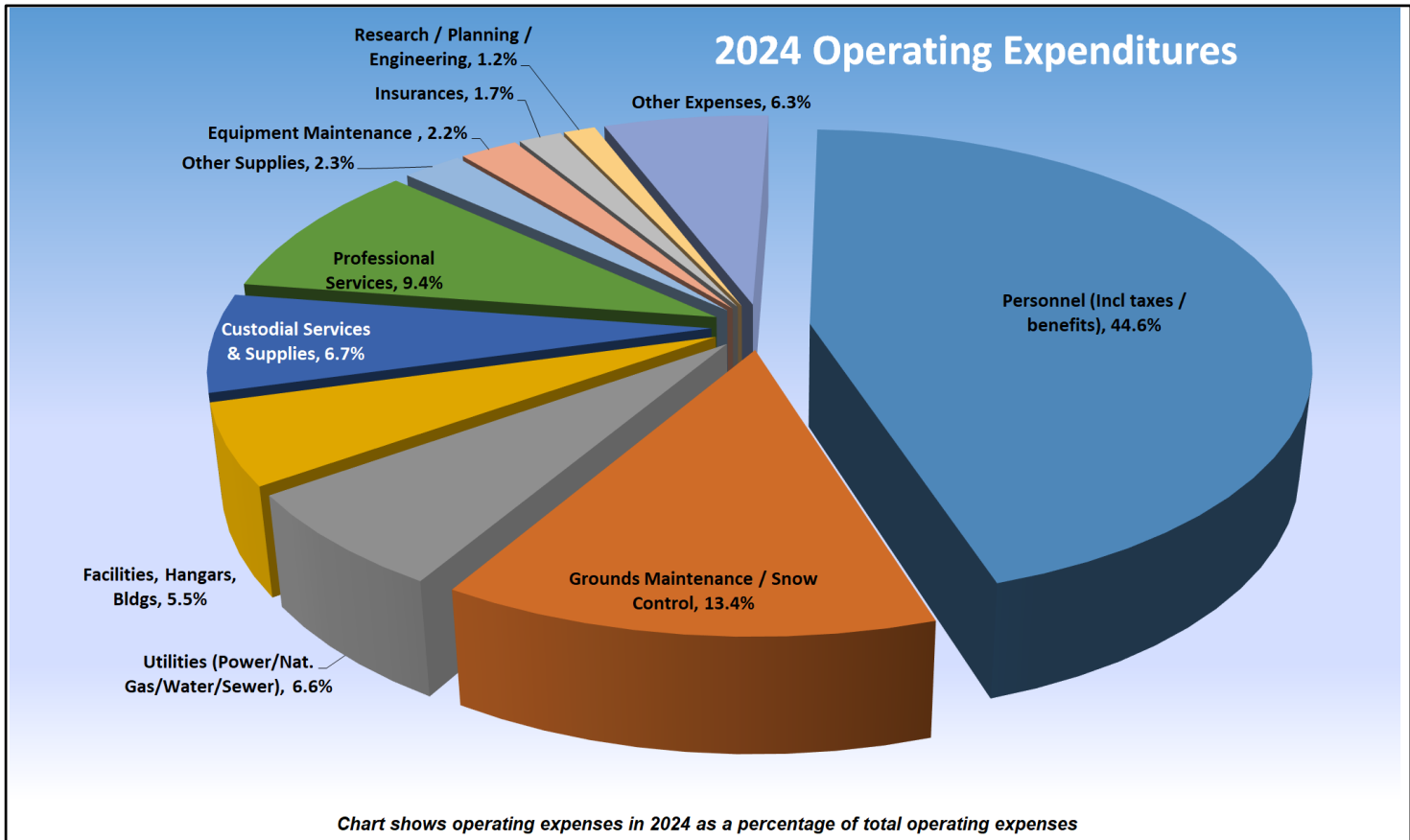
- **Personnel Compensation and Benefits** accounts for 44.6% of total operating expenses. This expense category is budgeted at 14.7% over the prior year and is related to anticipated increases in staffing levels due to passenger and construction activities.
- **Ground Maintenance and Snow Control** accounts for 13.4% of total operating expenses in 2024. This expense category is budgeted at a reduction from 2023 due in part to the forecasted seasonal outlook and the level of ground maintenance performed in 2023.
- **Utilities** accounts for 6.6% of total operating expenses in 2023 and represents a slight decrease compared to the 2023 budget.

## Operating Expenditures by Rank

*This table shows general categories of expenses as a percentage of total operating expenses*

Rank	Description	Budgeted	FY 2023 % of	Year End	FY 2023 % of	Budgeted	FY 2024 % of	2024 vs. 2023 Budget	
		2023	Total Exp	Estimate	Total Exp	2024	Total Exp	\$ Change	% Change
1	Personnel (Incl taxes / benefits)	16,798,180	42.1%	13,468,292	42.4%	18,700,817	44.6%	1,902,637	11.3%
2	Grounds Maintenance / Snow Control	6,219,850	15.6%	3,885,659	12.2%	5,615,250	13.4%	(604,600)	-9.7%
3	Utilities (Power/Nat. Gas/Water/Sewer)	2,865,527	7.2%	2,506,862	7.9%	2,779,811	6.6%	(85,717)	-3.0%
4	Facilities, Hangars, Bldgs	2,577,676	6.5%	1,796,746	5.7%	2,313,556	5.5%	(264,121)	-10.2%
5	Custodial Services & Supplies	2,178,500	5.5%	2,049,826	6.5%	2,828,300	6.7%	649,800	29.8%
6	Professional Services	3,710,314	9.3%	2,357,569	7.4%	3,941,530	9.4%	231,216	6.2%
7	Other Supplies	913,270	2.3%	788,105	2.5%	964,621	2.3%	51,351	5.6%
8	Equipment Maintenance	869,777	2.2%	833,236	2.6%	934,893	2.2%	65,116	7.5%
9	Insurances	744,324	1.9%	446,575	1.4%	696,758	1.7%	(47,566)	-6.4%
10	Research / Planning / Engineering	443,951	1.1%	359,244	1.1%	514,205	1.2%	70,253	15.8%
	Other Operating Expenses	2,574,237	6.5%	3,258,792	10.3%	2,662,895	6.3%	88,658	3.4%
	<b>Total Operating Expenses</b>	<b>\$ 39,895,607</b>	<b>100.0%</b>	<b>\$ 31,750,906</b>	<b>100.0%</b>	<b>\$ 41,952,635</b>	<b>100.0%</b>	<b>\$ 2,057,028</b>	<b>5.2%</b>

*Note: Minor reclassifications have been made to prior years to conform with 2023 presentation and some totals or % may not add exactly due to rounding*







## Section VII. Capital Improvement Program

The Capital Improvement Program (CIP) is developed annually and updated throughout the year. The purpose of the CIP process is to evaluate, prioritize, and coordinate proposed projects for a period of several years. Projects that may require FAA funding in the future are updated through annual consultation with the FAA. Funding for CIP projects typically comes from the FAA, DOT, and the TSA along with state grants, PFCs, CFCs, debt issuance and cash generated by operation of the Airport.

The primary goal of the CIP is the development of a detailed capital budget for the current fiscal year and a flexible and rolling plan for capital development for the next several years. By updating and approving the CIP, a strategy and schedule is set for budgeting and constructing facilities at SIA, ABP, and Felts Field. The Airport Board reviews and approves all major CIP projects on an individual basis.

The table below shows a summary of projects by area anticipated for 2024.

<b>Summary of 2024 Capital Improvement Program</b>			
<b>Spokane Airports</b>			
<b>(for the 12 months ending December 31; numbers in thousands)</b>			
	Budget 2024		Budget 2024
<b>CIP PROJECT COSTS</b>		<b>SOURCES OF FUNDS</b>	
Spokane International Airport		Spokane International Airport	
Airfield	\$ 31,709	AIP - Entitlement	\$ 5,450
Terminal - Other	68,035	AIP - Discretionary	\$ 13,000
Terminal - TREX	-	AIP - AIG	\$ 10,900
Parking / Landside Roadways	15,354	AIP - ATP	\$ 7,500
Hangars & Buildings (Incl RAC)	2,175	Federal - Other	\$ 1,288
ARFF	2,300	GARBs	\$ 14,131
IT	1,070	PFC-Supported Bonds	\$ 14,131
Police	185	State Grants	\$ 1,150
Fuel	4,050	PFC pay-as-you-go	\$ 8,673
Admin	145	CFC	\$ 6,000
		SAB	\$ 42,802
<b>Subtotal - SIA</b>	<b>125,023</b>	<b>Subtotal - SIA</b>	<b>\$ 125,023</b>
Felts Field	4,445	Felts Field	4,445
Airport Business Park	100	Airport Business Park	100
Transload	3,720	Transload	3,720
<b>Total CIP</b>	<b>\$ 133,288</b>	<b>Total CIP</b>	<b>\$ 133,288</b>

2024 (FY January - December 2024)

Project Description	Company	Cost Center	2024	2024 Federal Funds					2024 Bonds		2024 State	2024 Local Funds			
				Discretionary	Entitlement	AIG	ATP	Other	PFC/CFC	GARB	State Grants	PFC	CFC	Airport	
New Fleet Vehicle (Touring Van)	SIA	Admin	60,000												60,000
Replace Fleet Vehicle (Explorer SIA 194)	SIA	Admin	85,000												85,000
West Terminal Ramp and Taxiway Improvements - Phase 2	SIA	Airfield	6,834,000									6,834,000			-
Reconstruct Taxiway A - Phase 1	SIA	Airfield	19,900,000	13,000,000	5,000,000										1,900,000
New Fuel Island Design	SIA	Airfield	75,000												75,000
Airfield Circuits Lights and Signs	SIA	Airfield	275,000												275,000
Toro Grounds Master Mower (Replace)	SIA	Airfield	125,000												125,000
Rhino Mower Deck (Replace)	SIA	Airfield	35,000												35,000
Fleet Vehicle 988 (Replace 1999 F250)	SIA	Airfield	65,000												65,000
Fleet Vehicle 989 (Replace 1999 F250)	SIA	Airfield	65,000												65,000
Snow Equipment (Replace 903 Runway Broom with Broom/Plow Unit)	SIA	Airfield	950,000												950,000
Part 139 Fence	SIA	Airfield	250,000												250,000
Equipment Replacement, Glyvac	SIA	Airfield	650,000												650,000
SRE New/Replace MB5, Loader, MB5, MB5	SIA	Airfield	1,200,000												1,200,000
Fleet Vehicles (Ops)	SIA	Airfield	85,000												85,000
Ground Power units, air cargo	SIA	Airfield	100,000					100,000							-
Reconstruct Taxiway A - Phase 2	SIA	Airfield	500,000		450,000										50,000
Runway Intersection Pavement	SIA	Airfield	600,000												600,000
Replace ARFF Vehicle 503	SIA	ARFF	1,000,000												1,000,000
ARFF Vehicle	SIA	ARFF	1,300,000												1,300,000
Fuel Facility Lab	SIA	Fuel	50,000												50,000
Fuel Facility Improvements	SIA	Fuel	4,000,000												4,000,000
Land Acquisition	SIA	Hangars & Buildings	750,000												750,000
C Store Improvements / Gas station	SIA	Hangars & Buildings	1,250,000												1,250,000
Replace Stairs and Landings Landside, Air Cargo Facility	SIA	Hangars & Buildings	75,000												75,000
OPS Building Remodel	SIA	Hangars & Buildings	100,000												100,000
Rail - Truck Transload Facility (Phase 3)	Transload	Hangars & Buildings	870,000					800,000							70,000
Rail - Truck Transload Facility (Phase 4)	Transload	Hangars & Buildings	1,500,000								1,500,000				-
Transload Regional Sewer Lift Station	Transload	Hangars & Buildings	1,350,000												1,350,000
Administrative Network Server Upgrades	SIA	IT	50,000												50,000
Lenel Security Network Upgrades	SIA	IT	100,000												100,000
Milestone Integration and Upgrades	SIA	IT	50,000												50,000
Switch Upgrades	SIA	IT	50,000												50,000
UPS Upgrades	SIA	IT	100,000												100,000
Airline Ticket Counter TV/Computer Refresh	SIA	IT	400,000												400,000
Rotunda Video Display Panel Maintenance	SIA	IT	50,000												50,000
Fleet Vehicles (IT)	SIA	IT	65,000												65,000
New Servers for Paging System	SIA	IT	50,000												50,000
Additional/Upgrade Internet Circuits	SIA	IT	55,000												55,000
Laptop/Desktop Computer Refresh	SIA	IT	100,000												100,000
Flint Road Intersection Improvements - Design and Construction	SIA	Parking	564,000												564,000
Parking Shuttle Buses	SIA	Parking	400,000												400,000
Parking Winter Fleet Vehicle	SIA	Parking	65,000												65,000
Install air filling stations at exit plazas	SIA	Parking	100,000												100,000
Seal new garage roof	SIA	Parking	400,000												400,000
EV Charging Station Phase 3	SIA	Parking	500,000												500,000
Parking Garage Guidance System	SIA	Parking	1,000,000												1,000,000
East Parking Garage helix seal floor and lid	SIA	Parking	1,100,000												1,100,000
Garage crossover expansion joint covers replacement	SIA	Parking	50,000												50,000
Parking Fleet Vehicle replacing 442	SIA	Parking	50,000												50,000
Parking Lot Expansion - Economy 3 Lot	SIA	Parking	7,000,000												7,000,000
Install Garage Parking Stall Counters	SIA	Parking	1,625,000												1,625,000
Parking Garage Expansion - North Garage	SIA	Parking	1,000,000												1,000,000
Spotted Road Realignment and Interchange - Design & Construction	SIA	Parking	1,500,000					1,187,500							312,500
Relocate Dispatch Center - Design and Construction	SIA	Police	100,000												100,000
Fleet Vehicle	SIA	Police	85,000												85,000
Escalator Modernization - 2 at Main Terminal - ESCO	SIA	Terminal	1,800,000												1,800,000
Sanitary Sewer Improvements Project	SIA	Terminal	1,150,000								1,000,000				150,000
GTC Improvements - Design and Construction, Phase 3	SIA	Terminal	6,000,000												-
Fleet Vehicles	SIA	Terminal	85,000										6,000,000		85,000
Administrative Office Building - Design & Construction	SIA	Terminal	10,000,000												10,000,000
Concourse C TREX - Construction	SIA	Terminal	44,000,000			6,400,000	7,500,000		14,130,608	14,130,608		1,838,784			-
Central Hall TREX - Design & Construction	SIA	Terminal	5,000,000			4,500,000									500,000
Water Tower Site Fencing	ABP	ABP	100,000												100,000
Rear Steer for North Star Snow Blower	FF	Airfield	70,000												70,000
New Tie-Down Apron - Construction	FF	Airfield	200,000												200,000
Construct Child's Playground Area - Design and Construction	FF	Airfield	800,000												800,000
SRE Replace Plow Truck	FF	Airfield	300,000												300,000
Land Acquisition	FF	Airfield	400,000												400,000

2024 (FY January - December 2024)														
Project Description	Company	Cost Center	2024	2024 Federal Funds					2024 Bonds		2024 State	2024 Local Funds		
				Discretionary	Entitlement	AIG	ATP	Other	PFC/CFC	GARB	State Grants	PFC	CFC	Airport
Northeast Taxi Lane Development	FF	Airfield	1,800,000		150,000	295,000								1,355,000
New AST for AvGas Fuel (12,000 gal)	FF	Hangars & Buildings	50,000											50,000
Gateway Improvements / Terminal Parking Restoration	FF	Parking	500,000								250,000			250,000
Renovate and Expand Terminal - Preliminary Design	FF	Terminal	150,000											150,000
Replace Terminal Boiler, Windows HVAC and Roof - Phase I	FF	Terminal	175,000											175,000
<b>TOTAL 2024 (FY January - December 2024)</b>			<b>133,288,000</b>	<b>13,000,000</b>	<b>5,600,000</b>	<b>11,195,000</b>	<b>7,500,000</b>	<b>2,087,500</b>	<b>14,130,608</b>	<b>14,130,608</b>	<b>2,750,000</b>	<b>8,672,784</b>	<b>6,000,000</b>	<b>48,221,500</b>



## Section VIII. Debt Service

Currently, the Airport has no outstanding long-term debt. The debt service calculation for 2019 through 2022, along with forecasts for 2023 and 2024, is shown below. The Airport defeased a 2008 bond and redeemed a 2005 bond in 2017 and defeased four Washington State Community Economic Revitalization Board (CERB) loans in 2021. Since the Airport does not carry any municipal bond debt, it has not been required to obtain a bond rating, however the most recent ratings in 2017 were A+ Standard & Poor's, A+ Fitch, and A-2 Moody's.

Having no outstanding debt positions the Airport is well able to pursue long-term bond financing. The Airport anticipates issuing long-term debt in 2024 to fund a portion of the Concourse C TREX construction project and potentially subsequent terminal expansion and renovation projects as well as other projects at Felts Field or in the Airport Business Park or at the new Transload Facility that will be operational in 2024. If the Airport issues long-term debt in 2024, it expects to use PFC funds to pay the eligible portion of the debt service.

### Exhibit 3.0

#### Debt Service by Series and Cost Center

#### Spokane International Airport

(for the 12 months ending December 31; numbers in thousands)

	Actual 2019	Actual 2020	Actual 2021	Actual 2022	Estimate 2023	Budget 2024
<b>By Series</b>						
<b>Senior Lien</b>						
2008 Revenue Bonds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2010 Revenue Bonds	-	-	-	-	-	-
<b>Total Existing Debt Service</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Future PFC Debt Service	-	-	-	-	-	543
Less: PFC Revenues Pledged	-	-	-	-	-	(543)
Future GARB Debt Service	-	-	-	-	-	-
<b>Total Senior Lien Debt Service</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Subordinate Lien</b>						
2005 CERB Loan	\$ 51	\$ 51	\$ 250	\$ -	\$ -	\$ -
2006 CERB Loan	48	48	315	-	-	-
2008 CERB Loan	118	118	1,024	-	-	-
2010 CERB Loan	250	250	2,500	-	-	-
<b>Total Subordinate Debt Service</b>	<b>\$ 468</b>	<b>\$ 468</b>	<b>\$ 4,089</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Subordinate Lien - Felts Field</b>						
2018 City Hangar Loan	-	-	-	-	-	-
<b>Senior Lien</b>						
2005 Revenue Bonds - ABP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL DEBT SERVICE</b>	<b>\$ 468</b>	<b>\$ 468</b>	<b>\$ 4,089</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



## Section IX. Budget Summaries by Cost Center

- Spokane Airport Board Consolidated Summary
- Spokane International Operations Summary
- Business Park Operations Summary
- Felts Field Operations Summary
- Capital Improvement Program



## SPOKANE AIRPORT BOARD

### 2024 BUDGET SUMMARY

	<u>2019 Actual</u>	<u>2020 Actual</u>	<u>2021 Actual</u>	<u>2022 Actual</u>	<u>2023 Projected</u>	<u>2024 Budget</u>	<u>% Change '24 vs '23</u>
<b>Operations Revenues</b>							
Spokane International	\$ 42,796,506	\$ 38,764,805	\$ 42,889,578	\$ 47,991,425	\$ 51,356,521	\$ 55,113,551	
Airport Business Park	1,395,220	1,599,815	1,448,381	1,330,432	1,299,050	1,307,255	
Felts Field	772,149	866,944	808,295	824,635	815,834	866,096	
<b>Total Operations Revenues</b>	<u>44,963,875</u>	<u>41,231,564</u>	<u>45,146,254</u>	<u>50,146,492</u>	<u>53,471,405</u>	<u>57,286,902</u>	7.1%
<b>Other Sources</b>							
Spokane International	661,122	751,506	500,658	583,285	1,250,000	1,000,000	
Airport Business Park	15,127	16,337	11,363	25,940	7,015	7,500	
Felts Field	9,855	120,629	8,581	15,424	6,929	7,500	
(To) / From Reserves	(3,942,232)	(2,443,575)	(10,565,095)	(6,393,712)	(12,109,225)	(6,706,957)	
<b>Total Other Sources</b>	<u>(3,256,128)</u>	<u>(1,555,103)</u>	<u>(10,044,493)</u>	<u>(5,769,063)</u>	<u>(10,845,281)</u>	<u>(5,691,957)</u>	
<b>Total Operations / Other Sources</b>	<u>\$ 41,707,747</u>	<u>\$ 39,676,461</u>	<u>\$ 35,101,761</u>	<u>\$ 44,377,429</u>	<u>\$ 42,626,124</u>	<u>\$ 51,594,945</u>	21.0%
<b>Operations Expenses</b>							
Spokane International	\$ 29,419,101	\$ 26,104,978	\$ 22,292,284	\$ 29,733,060	\$ 30,761,669	\$ 40,475,787	31.6%
Airport Business Park	614,655	568,191	543,669	987,678	358,539	598,405	
Felts Field	596,296	547,688	456,573	654,595	520,747	878,441	
<b>Total Operations Expenses</b>	<u>30,630,052</u>	<u>27,220,857</u>	<u>23,292,526</u>	<u>31,375,333</u>	<u>31,640,955</u>	<u>41,952,633</u>	32.6%
<b>Debt Service</b>							
Spokane International	-	-	-	-	-	-	
Airport Business Park	-	-	-	-	-	-	
Felts Field	-	-	-	-	-	-	
<b>Total Debt Service</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
<b>Operations &amp; Debt Service</b>	<u>30,630,052</u>	<u>27,220,857</u>	<u>23,292,526</u>	<u>31,375,333</u>	<u>31,640,955</u>	<u>41,952,633</u>	32.6%
<b>Non-Cash Depreciation</b>							
Spokane International	9,649,412	9,935,178	9,290,428	10,225,608	9,074,209	7,808,515	
Airport Business Park	556,887	536,935	506,783	632,786	713,184	688,259	
Felts Field	871,395	1,983,491	2,012,024	2,143,702	1,197,776	1,145,538	
<b>Total Non-Cash Depreciation</b>	<u>11,077,695</u>	<u>12,455,604</u>	<u>11,809,235</u>	<u>13,002,096</u>	<u>10,985,169</u>	<u>9,642,312</u>	
<b>Total Operations / Other Expenditures</b>	<u>\$ 41,707,747</u>	<u>\$ 39,676,461</u>	<u>\$ 35,101,761</u>	<u>\$ 44,377,429</u>	<u>\$ 42,626,124</u>	<u>\$ 51,594,945</u>	21.0%
<b>Capital Sources</b>							
Spokane International	30,435,966	13,345,017	29,266,302	40,346,238	102,797,046	128,743,000	
Airport Business Park	838,943	17,727	118,297	73,853	137,000	100,000	
Felts Field	4,243,194	444,535	1,237,398	799,415	1,343,502	4,445,000	
	<u>\$ 35,518,103</u>	<u>\$ 13,807,279</u>	<u>\$ 30,621,997</u>	<u>\$ 41,219,507</u>	<u>\$ 104,277,548</u>	<u>\$ 133,288,000</u>	27.8%
<b>Capital Expenditures</b>							
Spokane International	30,435,966	13,345,017	29,266,302	40,346,238	102,797,046	128,743,000	
Airport Business Park	838,943	17,727	118,297	73,853	137,000	100,000	
Felts Field	4,243,194	444,535	1,237,398	799,415	1,343,502	4,445,000	
	<u>\$ 35,518,103</u>	<u>\$ 13,807,279</u>	<u>\$ 30,621,997</u>	<u>\$ 41,219,506</u>	<u>\$ 104,277,548</u>	<u>\$ 133,288,000</u>	27.8%
<b>Consolidated Sources</b>	<u>\$ 77,225,850</u>	<u>\$ 53,483,739</u>	<u>\$ 65,723,758</u>	<u>\$ 85,596,936</u>	<u>\$ 146,903,672</u>	<u>\$ 184,882,945</u>	25.9%
<b>Consolidated Expenditures</b>	<u>\$ 77,225,850</u>	<u>\$ 53,483,739</u>	<u>\$ 65,723,758</u>	<u>\$ 85,596,936</u>	<u>\$ 146,903,672</u>	<u>\$ 184,882,945</u>	25.9%

## SPOKANE INTERNATIONAL AIRPORT

### 2024 OPERATIONS BUDGET SUMMARY

	<u>2019 Actual</u>	<u>2020 Actual</u>	<u>2021 Actual</u>	<u>2022 Actual</u>	<u>2023 Projected</u>	<u>2024 Budget</u>	<u>% Change '24 vs '23</u>
<b>Operations Revenues</b>							
Parking / Ground Transportation	\$ 15,353,376	\$ 8,643,334	\$ 11,973,477	\$ 18,002,014	\$ 21,784,259	\$ 23,514,342	7.9%
Airfield	6,801,313	6,701,567	5,782,285	6,188,545	6,631,822	7,008,379	
Fuel Facility	825,519	734,404	870,240	1,067,646	1,227,029	1,310,000	
Other Buildings & Grounds	2,537,884	2,576,837	2,482,758	2,835,608	2,870,451	3,068,104	
Terminal	10,744,231	11,449,488	10,161,326	11,129,316	10,574,988	11,890,289	
Rental Car Facilities	6,328,214	3,826,865	7,226,568	8,047,214	8,075,371	8,012,025	
Other Revenues	205,969	4,832,310	4,392,924	721,082	192,601	310,413	
<b>Total Operations Revenue</b>	<b>\$ 42,796,506</b>	<b>\$ 38,764,805</b>	<b>\$ 42,889,578</b>	<b>\$ 47,991,425</b>	<b>\$ 51,356,521</b>	<b>\$ 55,113,551</b>	<b>7.3%</b>
<b>Operations Expenses</b>							
Parking / GTC / Landside	5,556,086	4,530,348	3,791,286	4,838,277	3,671,492	7,037,904	
Airfield & Operations	5,873,452	6,014,889	4,837,799	6,126,145	7,054,418	9,148,121	
Fuel Facility	422,847	367,705	302,487	363,547	448,394	592,804	
Other Buildings & Grounds	483,123	185,152	224,322	457,493	1,432,338	417,738	
Terminal	5,666,229	4,515,796	4,712,568	5,646,996	5,614,382	7,345,768	
Rental Car Facilities	389,351	419,353	266,718	477,614	341,709	398,646	
Other Indirect Centers							
Engineering	527,494	411,935	586,042	683,532	711,502	1,200,696	
Fire	2,275,829	2,151,699	2,200,514	2,233,289	2,278,934	2,188,251	
Information Technology	580,111	575,267	618,762	754,841	1,375,331	1,483,233	
Police	1,989,129	2,053,036	2,102,398	2,204,160	1,944,751	2,179,557	
Communication	548,394	518,029	541,334	518,435	652,733	1,109,690	
General Administration	<u>5,107,056</u>	<u>4,361,769</u>	<u>2,108,054</u>	<u>5,428,731</u>	<u>5,235,685</u>	<u>7,373,379</u>	
<b>Sub-Total Operations Expenses</b>	<b>29,419,101</b>	<b>26,104,978</b>	<b>22,292,284</b>	<b>29,733,060</b>	<b>30,761,669</b>	<b>40,475,787</b>	<b>31.6%</b>
<b>Revenues over Expenses pre Deprec</b>	<b>\$ 13,377,405</b>	<b>\$ 12,659,827</b>	<b>\$ 20,597,294</b>	<b>\$ 18,258,365</b>	<b>\$ 20,594,852</b>	<b>\$ 14,637,764</b>	
<b>Gross Depreciation</b>	<b>23,808,566</b>	<b>26,756,561</b>	<b>26,998,286</b>	<b>27,809,276</b>	<b>24,675,105</b>	<b>23,158,848</b>	
<b>Credit for Funded Assets</b>	<b>(14,159,154)</b>	<b>(16,821,383)</b>	<b>(17,707,858)</b>	<b>(17,583,668)</b>	<b>(15,600,896)</b>	<b>(15,350,333)</b>	
<b>Net Depreciation</b>	<b>9,649,412</b>	<b>9,935,178</b>	<b>9,290,428</b>	<b>10,225,608</b>	<b>9,074,209</b>	<b>7,808,515</b>	
<b>Revenues over Expenses incl Deprec</b>	<b>\$ 3,727,993</b>	<b>\$ 2,724,649</b>	<b>\$ 11,306,866</b>	<b>\$ 8,032,757</b>	<b>\$ 11,520,643</b>	<b>\$ 6,829,250</b>	
<b>Other Sources Available / (Used)</b>							
Interest Income	661,122	751,506	500,658	583,285	1,250,000	1,000,000	
Debt Interest	(13,338)	(11,844)	(5,935)	-	-	-	
<b>Total Other Sources Available</b>	<b>647,784</b>	<b>739,662</b>	<b>494,723</b>	<b>583,285</b>	<b>1,250,000</b>	<b>1,000,000</b>	<b>-20.0%</b>
Available for Debt / Projects / Reserves	4,375,777	3,464,311	11,801,589	8,616,042	12,770,643	7,829,250	-38.7%
Total Debt Principal	(451,701)	(454,636)	5,935	-	-	-	
<b>Sources over (Expenses)</b>	<b>\$ 3,924,076</b>	<b>\$ 3,009,675</b>	<b>\$ 11,807,524</b>	<b>\$ 8,616,042</b>	<b>\$ 12,770,643</b>	<b>\$ 7,829,250</b>	

**AIRPORT BUSINESS PARK**  
**2024 OPERATIONS BUDGET SUMMARY**

	<u>2019 Actual</u>	<u>2020 Actual</u>	<u>2021 Actual</u>	<u>2022 Actual</u>	<u>2023 Projected</u>	<u>2024 Budget</u>	<u>% Change</u> <u>'24 vs '23</u>
<b>Operations Revenues</b>							
Building / Office Leases	\$ 1,148,272	\$ 1,163,700	\$ 1,145,099	\$ 1,021,670	\$ 996,977	\$ 1,003,086	
Land Leases	239,825	299,681	303,282	307,113	302,073	304,169	
Miscellaneous	7,123	136,434	-	1,649	-	-	
<b>Total Operating Revenues</b>	<u>\$1,395,220</u>	<u>\$1,599,815</u>	<u>\$1,448,381</u>	<u>\$1,330,432</u>	<u>\$1,299,050</u>	<u>\$1,307,255</u>	0.6%
<b>Operating Expenses</b>							
Buildings	\$ 408,304	\$343,528	\$ 285,239	\$ 783,889	\$ 154,616	\$ 226,345	
Grounds	70,340	70,340	160,338	95,031	66,525	187,560	
General Administration	136,011	154,323	98,092	108,758	137,398	184,500	
<b>Total Operating Expenses</b>	<u>614,655</u>	<u>568,191</u>	<u>543,669</u>	<u>987,678</u>	<u>358,539</u>	<u>598,405</u>	66.9%
<b>Revenues over Expenses (Pre Deprec)</b>	\$ 780,565	\$ 1,031,624	\$ 904,712	\$ 342,754	\$ 940,511	\$ 708,850	
Depreciation	556,887	536,935	506,783	632,786	713,184	688,259	
<b>Operating Revenue over (Expense)</b>	<u>\$ 223,678</u>	<u>\$ 494,689</u>	<u>\$ 397,929</u>	<u>\$ (290,032)</u>	<u>\$ 227,327</u>	<u>\$ 20,591</u>	
<b>Other Sources Available / Used</b>							
Interest Income	15,127	16,337	11,363	24,291	7,015	7,500	
Interest Expense	-	-	-	-	-	-	
Other Non-Operating Income (Expense)	-	-	-	1,649	-	-	
<b>Total Other Sources Available</b>	<u>15,127</u>	<u>16,337</u>	<u>11,363</u>	<u>25,940</u>	<u>7,015</u>	<u>7,500</u>	
Available for Debt / Projects / Reserves	238,805	511,026	409,292	(264,092)	234,342	28,091	
Total Debt Principal	-	-	-	-	-	-	
<b>Sources over Expenditures incl Deprec</b>	<u>\$ 238,805</u>	<u>\$ 511,026</u>	<u>\$ 409,292</u>	<u>\$ (264,092)</u>	<u>\$ 234,342</u>	<u>\$ 28,091</u>	



## FELTS FIELD

### 2024 OPERATIONS BUDGET SUMMARY

Operating Revenues	<u>2019 Actual</u>	<u>2020 Actual</u>	<u>2021 Actual</u>	<u>2022 Actual</u>	<u>2023 Projected</u>	<u>2024 Budget</u>	<u>% Change '24 vs '23</u>
Airfield	\$ 47,608	\$ 42,796	\$ 55,726	\$ 54,677	\$ 57,656	\$ 55,450	
Hangars/ Bldgs / Land	688,152	676,760	715,685	725,741	720,009	771,646	
Terminal	26,534	26,759	28,303	28,793	31,240	31,500	
Miscellaneous	<u>9,855</u>	<u>120,629</u>	<u>8,581</u>	<u>15,424</u>	<u>6,929</u>	<u>7,500</u>	
<b>Total Revenues</b>	<b>\$ 772,149</b>	<b>\$ 866,944</b>	<b>\$ 808,295</b>	<b>\$ 824,635</b>	<b>\$ 815,834</b>	<b>\$ 866,096</b>	6.2%
<b>Operating Expenses</b>							
Airfield	\$ 129,004	\$ 124,556	\$ 105,087	\$ 152,031	\$ 210,072	\$ 355,201	
Hangars/ Bldgs / Land	84,597	59,993	49,554	130,868	35,343	85,657	
Terminal	61,147	57,247	66,576	72,477	64,392	77,655	
General Admin	<u>321,548</u>	<u>305,892</u>	<u>235,356</u>	<u>299,219</u>	<u>210,940</u>	<u>359,928</u>	
<b>Total Expenses</b>	<b>596,296</b>	<b>547,688</b>	<b>456,573</b>	<b>654,595</b>	<b>520,747</b>	<b>878,441</b>	68.7%
<b>Revenue / (Expense) Pre Depreciation</b>	<b>\$ 175,853</b>	<b>\$ 319,256</b>	<b>\$ 351,722</b>	<b>\$ 170,040</b>	<b>\$ 295,087</b>	<b>\$ (12,345)</b>	
Depreciation	1,742,876	1,983,491	2,012,024	2,143,702	2,048,656	1,980,758	
Credit for Funded Assets	<u>(871,481)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(850,880)</u>	<u>(835,219)</u>	
<b>Net Depreciation</b>	<b>871,395</b>	<b>1,983,491</b>	<b>2,012,024</b>	<b>2,143,702</b>	<b>1,197,776</b>	<b>1,145,538</b>	
<b>Revenue / (Expense) incl Depreciation</b>	<b>\$ (695,542)</b>	<b>\$ (1,664,235)</b>	<b>\$ (1,660,302)</b>	<b>\$ (1,973,662)</b>	<b>\$ (902,689)</b>	<b>\$ (1,157,883)</b>	
<b>Cash Available for Debt Service</b>							
<b>Cash Available for Debt Service</b>	<b>\$ 175,853</b>	<b>\$ 319,256</b>	<b>\$ 351,722</b>	<b>\$ 170,040</b>	<b>\$ 295,087</b>	<b>\$ (12,345)</b>	
Interest and Other Income	<u>9,855</u>	<u>120,629</u>	<u>8,581</u>	<u>15,424</u>	<u>6,929</u>	<u>7,500</u>	
Available for Debt / Projects / Reserves	185,708	439,885	360,303	185,464	302,016	(4,845)	
Debt Service	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
<b>Expenses over Sources</b>	<b>\$ 185,708</b>	<b>\$ 439,885</b>	<b>\$ 360,303</b>	<b>\$ 185,464</b>	<b>\$ 302,016</b>	<b>\$ (4,845)</b>	

<b>SPOKANE AIRPORT BOARD</b>						
<b>2024 CAPITAL SUMMARY</b>						
	2019	2020	2021	2022	2023	2024
<b>SPOKANE INTERNATIONAL AIRPORT</b>	Actual	Actual	Actual	Actual	Projected	Budget
<b>SOURCES OF FUNDS</b>						
Federal & AIP Grants	-	5,000,305	11,282,598	6,147,152	68,500,000	36,850,000
Other Federal Grants / Funds	-	-	1,980,625	17,716,669	1,650,000	2,087,500
Other State / Local Funds	-	1,260	496,260	-	10,000,000	2,650,000
Available / Used PFC Collections and Interest	16,076,555	3,618,625	6,542,293	8,069,003	4,500,000	8,672,784
Revenue Bonds / PFC Supported	-	-	-	-	-	28,261,216
Available CFC Collections	152,609	2,117,569	2,942,790	-	500,000	6,000,000
Funds From Operations, Unrestricted Cash	14,206,802	2,607,259	6,021,736	8,413,414	17,647,046	44,221,500
<b>Total</b>	<b>30,435,966</b>	<b>13,345,017</b>	<b>29,266,302</b>	<b>40,346,238</b>	<b>102,797,046</b>	<b>128,743,000</b>
<b>EXPENDITURE OF FUNDS</b>						
Parking / Ground Transportation	3,742,347	18,831	438,344	3,206,311	6,693,817	15,354,000
Landside Roadways	985,259	4,552,564	4,765,301	2,439,057	3,402,867	-
Airfield / Ops / Fuel	4,503,841	567,626	8,502,025	2,651,169	32,574,273	35,759,000
Other Buildings & Grounds	2,322,115	1,526,074	3,314,349	86,158	1,400,000	2,175,000
Terminal	13,739,848	5,136,024	7,813,138	23,703,963	54,563,459	68,035,000
ARFF	56,079	734,982	-	-	-	2,300,000
I.T.	3,832,340	132,941	-	51,076	1,954,485	1,070,000
Police / Security	918,876	-	-	-	180,145	185,000
Admin	-	46,255	32,906	52,871	378,000	145,000
Transload	-	613,273	4,360,828	8,155,633	1,650,000	3,720,000
Land Acquisitions	335,261	16,447	39,411	-	-	-
<b>Total Expenditures</b>	<b>30,435,966</b>	<b>13,345,017</b>	<b>29,266,302</b>	<b>40,346,238</b>	<b>102,797,046</b>	<b>128,743,000</b>
<b>AIRPORT BUSINESS PARK</b>						
	2019	2020	2021	2022	2023	2024
	Actual	Actual	Actual	Actual	Projected	Budget
<b>SOURCES OF FUNDS</b>						
Funds From Operations & Unrestricted Cash	838,943	17,727	118,297	73,853	137,000	100,000
<b>Total Sources</b>	<b>838,943</b>	<b>17,727</b>	<b>118,297</b>	<b>73,853</b>	<b>137,000</b>	<b>100,000</b>
<b>EXPENDITURE OF FUNDS</b>						
Total Capital Projects	838,943	17,727	118,297	73,853	137,000	100,000
<b>Total Expenditures</b>	<b>838,943</b>	<b>17,727</b>	<b>118,297</b>	<b>73,853</b>	<b>137,000</b>	<b>100,000</b>
<b>FELTS FIELD</b>						
	2019	2020	2021	2022	2023	2024
	Actual	Actual	Actual	Actual	Projected	Budget
<b>SOURCES OF FUNDS</b>						
Federal & AIP Grants	-	150,275	801,821	90,000	918,117	445,000
Other Grants	-	-	-	492,000	-	250,000
Debt or Other Funds	-	-	-	-	-	-
Funds From Operations & Unrestricted Cash	4,243,194	294,260	435,577	217,415	425,385	3,750,000
<b>Total Sources</b>	<b>4,243,194</b>	<b>444,535</b>	<b>1,237,398</b>	<b>799,415</b>	<b>1,343,502</b>	<b>4,445,000</b>
<b>EXPENDITURE OF FUNDS</b>						
Airfield	52,226	268,046	1,207,641	379,455	1,293,502	3,670,000
Other Buildings / Grounds	4,096,106	176,489	29,757	50,587	50,000	50,000
Terminal	15,355	-	-	369,373	-	325,000
Land Acquisitions	79,507	-	-	-	-	400,000
<b>Total Expenditures</b>	<b>4,243,194</b>	<b>444,535</b>	<b>1,237,398</b>	<b>799,415</b>	<b>1,343,502</b>	<b>4,445,000</b>
Current Year Transfers (To) / From SIA	\$ 4,243,194	\$ -	\$ -	\$ -	\$ -	\$ -
Note: Cumulative amount due (to) / from SIA & ABP =	(12,116,392)	(2,957,906)	(12,551,969)	(12,769,384)	(13,194,769)	(16,944,769)
Note: The expenditures noted above do not necessarily represent specific projects, rather a variety of projects in a category that will be individually vetted by the Airport Board through the Committee process prior to authorization of expending of funds.						



## Section X. Selected 2024 Rates & Charges List

Space rates shown on a square foot per annum basis

Other rate basis are noted

(This list is not meant to be all inclusive.)

Change from 2023

Spokane International Airport	Signatory	Cargo Exempt*	w/ Use Agreement	Itinerant
<b>Class 1 Space</b>				
Airline Ticket Counters	\$ 66.11			
Airline Ticket Office (ATO)	66.11			
Queuing Areas	66.11			
Instant Travel Machines	66.11			
Concourse Hold Areas	66.11			
Baggage Claim	66.11			
<b>Class 2 Space</b>				
Baggage Service (BOS)	\$ 49.58			
Upper Concourse Office	49.58			
Ops Office	49.58			
Communications Office	49.58			
Baggage Make-Up	49.58			
Baggage Delivery	49.58			
Lower Concourse Office	49.58			
Storage Room	49.58			
Maintenance Office	49.58			
Baggage Cabinet	49.58			
Triturator Building	49.58			
Loading Bridge / mo	\$ 2,326.57			
Aircraft Parking / mo	\$ 500.00			
Boarding Walkway	\$ 11.25			
Ramp GSE Storage	\$ 5.02			
Glycol Pad	\$ 5.02			
Outside Storage	\$ 0.93			
Landing Fee / 1,000 lbs	\$ 2.35	\$ 2.47	\$ 2.70	\$ 3.53
Non Leased Loading Bridge / full turn	362.00		362.00	362.00
{Includes NON Leased Loading Bridge, A/C Parking, Concourse holding area}				
Non Leased Baggage System / turn	128.00		128.00	128.00
{Includes both baggage make-up for outbound AND baggage claim for inbound}				
Non Leased Ticketing / use	42.00		42.00	42.00
{Includes NON Leased Ticket Counter Only}				
Non Leased Aircraft Parking / use	125.00	131.00	144.00	187.00
{Includes NON Leased Aircraft Parking area away from a Bridge}				
Fuel Flowage Fee / Gallon	0.050	0.050	0.060	0.075

\*Cargo Exempt: Cargo Carriers with on-airfield ramp & operation facilities



## Section X. Selected 2024 Rates & Charges List

Space rates shown on a square foot per annum basis

Other rate basis are noted

(This list is not meant to be all inclusive.)

Change from 2023

Spokane International General Aviation	
Non Lease Aircraft Parking / day	
Single Engine Aircraft	\$ 25.00
Multi Engine / Small Jet	35.00
Q-400 / EJ / RJ or Greater	50.00

Use Agreement / month	
SIA	\$ 100.00
Felts Field	40.00

Felts Field Rates	
Landing Fee / 1000 lbs	\$ 2.50
Non Lease Aircraft / day	25.00
T-Hangar / mo	325.00
Tie-Down / mo	35.00
Fuel Flowage / Gallon	0.075

Miscellaneous Items (not incl. applicable taxes)	
Security Badge Only	\$ 30.00
Badge Renewal or Fingerprinting	40.00
New Badge & Fingerprinting	60.00
1st Lost Badge	30.00
2nd Lost Badge	40.00
3rd Lost Badge	60.00
Telephone Line / mo	12.00
GTC Conf room / 4 hrs	75.00
Room Setup (if necessary)	50.00
Event or Conference Center / day	200.00
GTC Trip Fee / Trip - Tier I	2.50
GTC Trip Fee / Trip - Tier III	3.00
GTC Trip Fee / Trip - Tier III	7.00

Force Account Rates	
Materials	Cost + 10%
Labor / hr.	\$ 75.00

ALL VEHICLE PARKING LOT RATES INCLUDE WA STATE SALES TAX					
Parking (Sales Tax Included) Length of Stay	Covered		Outside		Hourly
	Garage	Surface	C-Lot	Economy	
0 - 2 HR	\$ 5.00	\$ 5.00	\$ 5.00	\$ 6.00	\$ 2.00 / HR
2 - 3 HRS	7.00	7.00	7.00		
3 - 4 HRS	9.00	9.00	9.00		
4 - 5 HRS	11.00				
5-24 HRS	15.00				
<b>DAILY MAX.</b>	<b>\$ 15.00</b>	<b>\$ 9.00</b>	<b>\$ 9.00</b>	<b>\$ 6.00</b>	

Miscellaneous Vehicle Parking	
Employee Lots / mo	\$ 30.00
Employee Surface Lot / mo	130.00
Employee Garage Parking / mo	200.00
Passport / Executive / mo	250.00
Vendor / Contractor Parking / veh / year	50.00
Transponder Replacement	50.00
<b>ALL VEHICLE PARKING INCLUDES WSST</b>	

**Notes:** Certain other terminal and leasehold rental rates are set in conjunction with the Airline Operating Agreement (AOA) provisions while others are set by Fair Market Value appraisals. Rental Car and Concession rates are determined through negotiation and Request for Proposal (RFP) processes. Equipment rentals and other rates are available upon request.

# *Spokane Airports 2024 Budget*

*Spokane International Airport / Airport Business Park / Felts Field*



[www.spokaneairports.net](http://www.spokaneairports.net)

*Approved:  
Spokane Airport Board, October 19, 2023*



**Agenda Sheet for City Council Meeting of:**  
10/30/2023

<b>Date Rec'd</b>	10/16/2023
<b>Clerk's File #</b>	FIN 2023-0001
<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>	MATT BOSTON 6820
<b>Contact E-Mail</b>	MBOSTON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Report Item
<b>Agenda Item Name</b>	0320 - SETTING HEARING ON 2024 BUDGET

**Agenda Wording**  
Setting the hearings for review of the 2024 Proposed Budget beginning Monday, November 13, 2023 and November 20, 2023.

**Summary (Background)**  
As part of the annual budget process, the City Council will hold public hearings on the 2024 Proposed Budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The first hearing will be held on November 13, 2023 and November 20, 2023. The City Council may continue the hearing day-to-day up to the 25th day prior to the beginning of the next fiscal year.

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>	BYRD, GIACOBBE	<b>Study Session\Other</b>	9/18 Finance Committee
<b>Division Director</b>		<b>Council Sponsor</b>	CP Kinnear and CM Wilkerson
<b>Finance</b>		<b>Distribution List</b>	
<b>Legal</b>		mboston@spokanecity.org	
<b>For the Mayor</b>		gbyrd@spokanecity.org	
<b>Additional Approvals</b>			
<b>Purchasing</b>			

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Matt Boston
<b>Contact Email &amp; Phone</b>	<a href="mailto:mboston@spokanecity.org">mboston@spokanecity.org</a> ; x6820
<b>Council Sponsor(s)</b>	CP Kinnear, CM Wilkerson
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Set Budget Hearings
<b>Summary (Background)</b>	<p>Setting the hearings for review of the 2024 Proposed Budget beginning Monday, November 13, 2023 and November 20, 2023.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>As part of the annual budget process, the City Council will hold public hearings on the 2024 Proposed Budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The first hearing will be held on November 13, 2023 and November 20, 2023. The City Council may continue the hearing day-to-day up to the 25th day prior to the beginning of the next fiscal year.</p>
<b>Proposed Council Action</b>	Setting the hearing date for 11/13/2023 & 11/20/2023
<p><b>Fiscal Impact</b></p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></p> <p>Approved in current year budget?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Funding Source    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Specify funding source: <a href="#">Click or tap here to enter text.</a></p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>N/A - This is a hearing to gather response from community and required by RCW, no proposal made.</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>This is a hearing to gather response from community and required by RCW and comment will be recorded on the above disparities via City Council record.</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>N/A - This is a hearing to gather response from community and required by RCW, no proposal made</p>	
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p>	

N/A This is a hearing to gather response from community and required by RCW, no proposal made





**Agenda Sheet for City Council Meeting of:**  
10/30/2023

<b>Date Rec'd</b>	10/17/2023
<b>Clerk's File #</b>	FIN 2023-0001
<b>Renews #</b>	
<b>Cross Ref #</b>	ORD C36455
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	MATT BOSTON 6820
<b>Contact E-Mail</b>	MBOSTON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Report Item
<b>Agenda Item Name</b>	0320 - SETTING HEARING ON CAPITAL IMPROVEMENT PROGRAM

**Agenda Wording**  
Set hearing for November 6, 2023, for the Citywide Capital Improvement Program 2024-2029 for November 6, 2023. The first reading of the CIP ordinance will be held October 30, 2023, at which time public testimony will also be taken.

**Summary (Background)**  
In accordance with the State Growth Management Act and the City of Spokane's Spokane Municipal Code Chapter 07.17, the City must adopt and annually update a Citywide Six-Year Capital Improvement Program. The Program must be updated annually as part of the budget process. With the approval of the 2024 budget, the first year of the Capital Improvement Program reflects the 2024 budget.

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>	BYRD, GIACOBBE	<b>Study Session\Other</b>	UE 9/11/23
<b>Division Director</b>		<b>Council Sponsor</b>	Kinnear & Wilkerson
<b>Finance</b>		<b>Distribution List</b>	
<b>Legal</b>		gbyrd@spokanecity.org	
<b>For the Mayor</b>		mboston@spokanecity.org	
<b>Additional Approvals</b>			
<b>Purchasing</b>			

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Matt Boston
<b>Contact Email &amp; Phone</b>	<a href="mailto:mboston@spokanecity.org">mboston@spokanecity.org</a> ; x6820
<b>Council Sponsor(s)</b>	CP Kinnear, CM Wilkerson
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Set Capital Improvement Program Hearing
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Set hearing for November 6, 2023, for the Citywide Capital Improvement Program 2024-2029 for November 6, 2023. The first reading of the CIP ordinance will be held October 30, 2023, at which time public testimony will also be taken.</p> <p>In accordance with the State Growth Management Act and the City of Spokane's Spokane Municipal Code Chapter 07.17, the City must adopt and annually update a Citywide Six-Year Capital Improvement Program. The Program must be updated annually as part of the budget process. With the approval of the 2024 budget, the first year of the Capital Improvement Program reflects the 2024 budget.</p>
<b>Proposed Council Action</b>	Setting the hearing date for 11/6/2023
<b>Fiscal Impact</b>	
Total Cost: <a href="#">Click or tap here to enter text.</a>	
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: <a href="#">Click or tap here to enter text.</a>	
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? N/A - This is a hearing to gather response from community and required by RCW, no proposal made.	
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 is a hearing to gather response from community and required by RCW and comment will be recorded on the above disparities via City Council record.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A - This is a hearing to gather response from community and required by RCW, no proposal made	

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

N/A This is a hearing to gather response from community and required by RCW, no proposal made



**Agenda Sheet for City Council Meeting of:**  
10/30/2023

<b>Date Rec'd</b>	10/16/2023
<b>Clerk's File #</b>	OPR 2023-0078
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	ACCOUNTING
<b>Contact Name/Phone</b>	MICHELLE MURRAY 625-6320
<b>Contact E-Mail</b>	MMURRAY@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5600-ACCOUNTING-SMALL BUSINESS ASSISTANCE AWARDS, ROUND 2

**Agenda Wording**

The ARPA Accounting team would like to finalize the recommendations for these conditional awards totaling \$1,403,517.35 to receive funding as listed.

**Summary (Background)**

On August 8, 2022 City Council approved Tranche 3 of the ARPA Allocation that allocated \$5,000,000 to small business entities inside the City limits. Round 2 opened on May 24, 2023. The city awarded 31 organizations on 9/11/23 for a total of \$1,037,097.82 on eligible applications on a first come first serve basis. The applications closed on August 31, 2023 and an additional 55 small business qualified for awards.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 1,403,517.35

Select \$

Select \$

Select \$

**Budget Account**

# 1425-88153-57215-57215-54201-97253

#

#

#

**Approvals**

**Dept Head** MURRAY, MICHELLE

**Division Director** WALLACE, TONYA

**Finance** MURRAY, MICHELLE

**Legal** HARRINGTON, MARGARET

**For the Mayor** JONES, GARRETT

**Council Notifications**

**Study Session\Other** F&A Committee 10-16-23

**Council Sponsor** CM Stratton & CM Wilkerson

**Distribution List**

**Additional Approvals**

**Purchasing**


## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Accounting
<b>Contact Name</b>	Michelle Murray
<b>Contact Email &amp; Phone</b>	mmurray@spokanecity.org
<b>Council Sponsor(s)</b>	CM Stratton & CM Wilkerson
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Small Business Assistance Awards Round 2
<b>Summary (Background)</b>	On August 8, 2022 City Council approved Tranche 3 of the ARPA Allocation that allocated \$5,000,000 to small business entities inside the City limits. Round 1, in a two part process, \$2,061,806.60 was successfully awarded to local small businesses in round 1. Round 2 opened on May 24, 2023. The city awarded 31 organizations on 9/11/23 for a total of \$1,037,097.82 on eligible applications on a first come first serve basis. The applications closed on August 31, 2023 and an additional 55 small business qualified for awards. The ARPA Accounting team would like to finalize the recommendations for these conditional awards totaling \$1,403,517.35 to receive funding as listed.
<b>Proposed Council Action</b>	Approve award recommendations as attached.
<b>Fiscal Impact</b>	
Total Cost: <u>\$1,403,517.35</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: American Rescue Plan Act	
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? Local small businesses would further struggle in their recovery from the COVID pandemic.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? n/a	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aiding small business in recovering from COVID 19.	

**Assistance to Small Business Awards Round 2 Period 2**

<b>App #</b>	<b>Organization</b>	<b>Approved Amount</b>
1	Heads & Tails Photography	\$14,372.54
2	Julia M. Hayes, LLC	\$2,732.50
3	Comstock Place	\$22,533.00
4	Maker And Made LLC	\$45,000.00
5	NewBeginnings Spokane LLC	\$27,781.00
6	Ladder Coffee LLC	\$45,000.00
7	Range Media	\$3,388.15
8	Brady, Shelley Marie DBA Retreat	\$30,840.47
9	Twenty-Seventh Heaven LLC	\$7,955.00
10	The Wet Whistle	\$15,000.00
11	Out There Monthly, LLC	\$45,000.00
12	Natural Foods INC	\$45,000.00
13	Time2Shine Movers	\$1,170.00
14	Wiley's Downtown Bistro	\$45,000.00
15	Movement Industries INC	\$9,294.07
16	AMGB INC	\$7,504.11
17	Elliotts an urban kitchen	\$43,137.00
18	Made With Love LLC	\$8,787.06
19	Inter-Tribal Beauty	\$15,000.00
20	Perry Street Brewing Company	\$45,000.00
21	The Twisted Churro	\$8,452.00
22	La Latina	\$8,044.00
23	EV of Washinton	\$45,000.00
24	Bare Productions L.L.C.	\$10,853.00
25	Mai Nails	\$17,920.00
26	Cronk Chiropractic	\$15,000.00
27	The Health Hub LLC	\$19,253.00
28	The North Hill On Garland	\$45,000.00
29	Fuel to Thrive LLC	\$11,913.82
30	Dom And Bomb, LLC	\$15,000.00
31	T-Dog Enterprises LLC	\$45,000.00
32	Anthony's Driving Service LLC	\$35,081.00
33	Inland Empire Media	\$45,000.00
34	Spa Nails	\$45,000.00
35	RGZprints LLC	\$1,858.41
36	KSDCUTS	\$1,842.00
37	Hi Tek Nails	\$45,000.00
38	Sunny Buns Tanning Salon And Spa	\$45,000.00
39	Plant Health Solutions & Pest Control	\$45,000.00
40	Pho Think Restaurant	\$45,000.00
41	Shawn C. Horn PsyD, P.S.	\$45,000.00
42	NYNE Bar & Bistro	\$45,000.00
43	M.O.D. Printing	\$15,000.00
44	Lilac City Legends	\$9,783.00

<b>App #</b>	<b>Organization</b>	<b>Approved Amount</b>
45	The Chop Shop	\$15,000.00
46	One Body One Mind	\$24,963.00
47	New Beginnings Hair & Beauty Salon	\$5,690.49
48	Larry's Afro Barber Styling	\$31,533.00
49	Express Nails Inc	\$45,000.00
50	Salon Dolce	\$35,171.95
51	The Regal Barber LLC	\$10,264.06
52	All Knight Stealth Services	\$1,183.00
53	Kizuri Collective LLC	\$33,959.53
54	LDT Mugshots Espresso LLC	\$20,805.11
55	I Am Alliance LLC	\$35,452.08

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**\$1,403,517.35**

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**Agenda Sheet for City Council Meeting of:**  
10/30/2023

<b>Date Rec'd</b>	10/17/2023
<b>Clerk's File #</b>	OPR 2023-1093
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	2023114
<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 – SURVEYING ON-CALL SERVICES CONTRACT 2024-2025

**Agenda Wording**  
 Consultant Agreement with Coffman Engineers, (Spokane, WA) for Surveying On-Call Services for 2024-2025 - (Non-Federal) for an amount not to exceed \$250,000.00. (Various Neighborhood Councils)

**Summary (Background)**  
 This Consultant Agreement for Coffman Engineers On-Call Services is for a period of two years with an additional one year option to extend. Task Assignments shall be prepared under this Agreement and scoped for the individual project needs. Funding shall be from the individual projects.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 250,000.00	# 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>	HARRINGTON, MARGARET	eraea@spokanecity.org	
<b>For the Mayor</b>	JONES, GARRETT	publicworksaccounting@spokanecity.org	
<b>Additional Approvals</b>		dbuller@spokanecity.org	
<b>Purchasing</b>		ddaniels@spokanecity.org	
		Signee: Tom Arnold tom.arnold@coffman.com	
		jradams@spokanecity.org	



# 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>	On-call consultant contracts
<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, real estate acquisition, landscape architect, construction management, etc.) associated with the City’s public works projects. These firms are selected based on qualifications as required by RCW 39. These agreements typically last 2 years with an optional 3<sup>rd</sup> year extension.</li> <li>• A request for qualifications (RFQ) will be advertised for these various consultants this fall.</li> <li>• We expect to bring these contracts to you this fall. These contracts will range in size from \$200,000 to \$800,000, with most being toward the lower end of that range except geotech engineering which is at the upper end of that range.</li> <li>• Funds expended under these contracts are reimbursed by the public works contract (generally water, sewer, storm sewer, streets or trail/sidewalk) for which the consultant is hired, generally using utility rates or state/federal loans/grants.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	For council consideration. The individual contracts will be placed on council agenda following completion of the RFQ process.
<b>Fiscal Impact:</b> Total Cost: \$200,000 - \$800,000 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:** 10/6/23      **Type of expenditure:** Professional services   Goods    Services   
**Department:** Engineering Services  
**Approving Supervisor:** Dan Buller

**Amount of Proposed Expenditure:** \$250,000  
 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 contract is for surveying work over the next two years in support of Engineering Services public works capital projects. Without this consultant, certain public works (PW) construction projects will not be feasible. +

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

Engineering Services employees will not be able to seek the assistance of a qualified surveyor in which case certain public works construction projects will need to be delayed.

**What alternative resources have been considered?**

There are none. The city's Engineering Services department lacks the technical expertise (i.e., a licensed land surveyor) to provided surveying related assistance so periodically must seek outside assistance.

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

Professional surveying expertise.

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

**Division Director:**  
*Marlene Faust*

**CFO Signature:**  
*Tonya Wallace*

**City Administrator Signature:**  
  
Garrett Jones (Oct 6 2023 13:35 PDT)

**Additional Comments:**











# ECF - Engineering Services Surveying On-Call Contract

Final Audit Report

2023-10-09

Created:	2023-10-06
By:	Brittany Kraft (bkraft@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWjtUyhwoPW3VpAhdUTAkfijFU5oQ9KNt

## "ECF - Engineering Services Surveying On-Call Contract" History

-  Document created by Brittany Kraft (bkraft@spokanecity.org)  
2023-10-06 - 6:50:25 PM GMT- IP address: 174.31.101.171
-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature  
2023-10-06 - 6:50:52 PM GMT
-  Email viewed by Marlene Feist (mfeist@spokanecity.org)  
2023-10-06 - 7:32:54 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Marlene Feist (mfeist@spokanecity.org)  
Signature Date: 2023-10-06 - 7:33:00 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
2023-10-06 - 7:33:02 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
2023-10-06 - 8:05:20 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
Signature Date: 2023-10-06 - 8:05:27 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2023-10-06 - 8:05:29 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2023-10-07 - 3:43:43 AM GMT- IP address: 104.28.116.106
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2023-10-09 - 8:35:53 PM GMT - Time Source: server- IP address: 198.1.39.252

✔ Agreement completed.

2023-10-09 - 8:35:53 PM GMT



**City of Spokane**  
**CONSULTANT AGREEMENT**  
**Title: 2024-2025 SURVEYING FOR**  
**NON-FED AID PROJECTS**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **COFFMAN ENGINEERS, INC.**, whose address is 10 North Port Street, Suite 500, Spokane, Washington, 99201 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is for 2024-2025 On-Call Surveying Services for Non-Fed Aid Projects to the City; and

WHEREAS, the Consultant was selected through a Request for Qualification issued by the City.

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on January 1, 2024, and ends on December 31, 2025, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

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

The Consultant shall begin the work outlined in individual Task Assignments (“Task Assignment”) 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 the City’s Request for Qualification which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

This agreement covers yet to be defined surveying work associated with the City of Spokane public works projects. Work initiation under this agreement shall occur as follows:

1. City personnel contact Consultant and describe overall project and needed surveying work.

2. Consultant responds to City contact in writing with a proposed scope of work and budget.
3. City personnel review and approve (or request revisions to) scope of work and budget. Once approved, a brief document referencing the Consultant prepared scope of work and budget.
4. Task assignment is signed and dated by Consultant, City project manager and City Engineering Services Director.
5. Work begins

The Work under each Task Assignment 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 compensation for Consultant's services under this On-Call Agreement shall not exceed **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**, 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 Company shall submit its applications for payment to City of Spokane, Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### **6. REIMBURSABLES**

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in

accordance with the City of Spokane Travel Policy, details of which can be provided upon request.

- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state “the meals are being billed at the Federal Per Diem daily meal rate”, and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.
- K. **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 <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Consultant 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 defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

**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 sixty (60) 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 sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

## **13. AUDIT.**

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

## **14. INDEPENDENT CONSULTANT.**

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant

employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

#### **15. KEY PERSONS.**

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

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

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

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

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations,

special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

**18. NO CONFLICT OF INTEREST.**

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

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

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

**20. INTELLECTUAL PROPERTY RIGHTS.**

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate

from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

## **21. CONFIDENTIALITY.**

Notwithstanding anything to the contrary, City will maintain the confidentiality of 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 will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

## **22. DISPUTES.**

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 or 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.

**COFFMAN ENGINEERS, 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

23-212



**EXHIBIT A**

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

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

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

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

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

## EXHIBIT B

A scenic photograph of a park in Spokane, Washington. In the foreground, several swans are swimming in a pond. In the background, a tall, ornate clock tower with a red roof stands prominently. To the left, a large, circular, metallic sculpture is visible. The sky is blue with scattered white clouds.

***CITY OF SPOKANE  
2024-2025 SURVEYING FOR  
NON-FED AID PROJECTS***

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STATEMENT OF QUALIFICATIONS  
September 25, 2023



September 25, 2023

Jonathan Adams  
City of Spokane  
808 W. Spokane Falls Blvd, Spokane, Washington 99201

**Subject: SOQ - 2024-2025 Non Fed Aid On-Call Surveying**

Dear Mr. Adams:

Coffman Engineers (Coffman) has had the distinct privilege of collaborating with the City of Spokane since 2010, forging a strong partnership. Our journey together has been marked by dedication, innovation, and a shared commitment to the community's growth and development. This is why Coffman is thrilled to submit our qualifications for the 2024-2025 on-call surveying for non-federal aid projects. Coffman's experience with the City of Spokane Design Standards, City Survey Codes, Drafting Standards, and current RCWs will be beneficial to the city for the on-call survey projects. Coffman is well-prepared, qualified, and available to respond to the city's work requests.

As we embark on this new opportunity, Coffman looks back on the value of our long-term relationship with the City of Spokane, which has not only contributed to the city's infrastructure but also fostered trust, reliability, and a shared vision for a vibrant and sustainable Spokane. We eagerly anticipate the chance to continue our contributions to the city's progress through our experience and dedication to excellence in surveying services.

Below is the firm information requested in the Request for Qualifications:

**1. CONTACT INFORMATION –**

Name: Coffman Engineers, Inc.

Address: 10 N Post Ave, Ste 500, Spokane, WA 99201

Principal Place of Business: Spokane, WA

Phone: 509.328.2994 / Fax: 509.328.2999

Principal-in-Charge: Tom Arnold

Email: tom.arnold@coffman.com

**2. LEGAL STATUS – Corporation**

**3. LOCATION OF FIRM – Spokane, WA**

**4. FORMER CITY EMPLOYEES / BOARD OF DIRECTORS IN THE LAST 12 MONTHS – None**



**5. ACKNOWLEDGEMENT** – Coffman Engineers, Inc. will comply with all terms and conditions set forth in the Request for Qualifications, unless otherwise agreed by the City.

**6. ACKNOWLEDGEMENT** – Coffman Engineers, Inc. certifies that we have not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". We further acknowledge that Coffman will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and Coffman agrees to comply with City requirements to follow cost principals outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. Coffman also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements”.

Thank you reviewing our Statement of Qualifications. We have enjoyed working on projects for the City of Spokane and look forward to continuing to provide survey services for the City.

Sincerely,

A handwritten signature in black ink that reads "Tom Arnold".

Tom Arnold, PE, LEED AP

Principal, Civil Engineering

A handwritten signature in black ink that reads "Karl Kolb".

Karl Kolb, PE, SE, DBIA, LEED AP

Vice President, Managing Principal



**Agenda Sheet for City Council Meeting of:**  
10/30/2023

<b>Date Rec'd</b>	10/17/2023
<b>Clerk's File #</b>	OPR 2023-1094
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	2023116
<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 – HISTORIC RESOURCES ON CALL SERVICES CONTRACT 2024-2025

**Agenda Wording**  
 Consultant Agreement with Westland Resources, Inc., DBA Westland Engineering & Environmental Services, Inc., (Spokane, WA) for Historic Resources On-Call Services for 2024-2025 - (Non-Federal) for an amount not to exceed \$300,000.00.

**Summary (Background)**  
 This Consultant Agreement for Historic Resources On-Call Services is for a period of two years with a one-year renewal option. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 300,000.00	# 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
<b>Division Director</b>	FEIST, MARLENE	<b>Council Sponsor</b>	Kinnear
<b>Finance</b>	ORLOB, KIMBERLY	<b>Distribution List</b>	
<b>Legal</b>	HARRINGTON, MARGARET	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	
		Signee: Jennifer Hushour jhushour@westlandresources.com	
		sdampf@westlandresources.com	

# 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>	On-call consultant contracts
<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, real estate acquisition, landscape architect, construction management, etc.) associated with the City’s public works projects. These firms are selected based on qualifications as required by RCW 39. These agreements typically last 2 years with an optional 3<sup>rd</sup> year extension.</li> <li>• A request for qualifications (RFQ) will be advertised for these various consultants this fall.</li> <li>• We expect to bring these contracts to you this fall. These contracts will range in size from \$200,000 to \$800,000, with most being toward the lower end of that range except geotech engineering which is at the upper end of that range.</li> <li>• Funds expended under these contracts are reimbursed by the public works contract (generally water, sewer, storm sewer, streets or trail/sidewalk) for which the consultant is hired, generally using utility rates or state/federal loans/grants.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	For council consideration. The individual contracts will be placed on council agenda following completion of the RFQ process.
<b>Fiscal Impact:</b> Total Cost: \$200,000 - \$800,000 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.





**City of Spokane**  
**CONSULTANT AGREEMENT**  
**Title: 2024-2025 HISTORIC RESOURCES  
FOR NON-FED AID PROJECTS**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **WESTLAND RESOURCES, INC. dba WESTLAND ENGINEERING AND ENVIRONMENTAL SERVICES, INC.**, whose address is 422 West Riverside Avenue, Suite 330, Spokane, Washington, 99201 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is for 2024-2025 Historic Resource Services for Non-Fed Aid Projects to the City; and

WHEREAS, the Consultant was selected through a Request for Qualification issued by the City.

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on January 1, 2024, and ends on December 31, 2025, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

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

The Consultant shall begin the work outlined in individual Task Assignments (“Task Assignment”) 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 the City’s Request for Qualification which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

This agreement covers yet to be defined historic resources work associated with the City of Spokane public works projects. Work initiation under this agreement shall occur as follows:

1. City personnel contact Consultant and describe overall project and needed historic resources work.
2. Consultant responds to City contact in writing with a proposed scope of work and budget.
3. City personnel review and approve (or request revisions to) scope of work and budget. Once approved, a brief document referencing the Consultant prepared scope of work and budget.
4. Task assignment is signed and dated by Consultant, City project manager and City Engineering Services Director.
5. Work begins

The Work under each Task Assignment 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 compensation for Consultant's services under this On-Call Agreement shall not exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**, 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 Company shall submit its applications for payment to City of Spokane, Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### **6. REIMBURSABLES**

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.

- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state “the meals are being billed at the Federal Per Diem daily meal rate”, and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.
- K. **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 <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Consultant 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 defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

**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 sixty (60) 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 sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

## **13. AUDIT.**

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

## **14. INDEPENDENT CONSULTANT.**

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

**15. KEY PERSONS.**

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

**16. ASSIGNMENT AND SUBCONTRACTING.**

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

**17. CITY ETHICS CODE.**

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

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

**18. NO CONFLICT OF INTEREST.**

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

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

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

**20. INTELLECTUAL PROPERTY RIGHTS.**

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

## **21. CONFIDENTIALITY.**

Notwithstanding anything to the contrary, City will maintain the confidentiality of 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 will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

## **22. DISPUTES.**

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 or 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.

**WESTLAND RESOURCES, INC. dba  
WESTLAND ENGINEERING AND  
ENVIRONMENTAL SERVICES, 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

23-213

**EXHIBIT A**

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

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

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

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

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

**EXHIBIT B**

NADINE WOODWARD  
MAYOR



CITY OF SPOKANE - PURCHASING  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3316  
(509) 625-6400

## REQUEST FOR QUALIFICATIONS

# 2024-2025 HISTORIC RESOURCES CONSULTANT FOR NON-FED AID PROJECTS

City of Spokane, Washington

**DUE DATE:** MONDAY, OCTOBER 9, 2023  
**No later than 1:00 p.m.**

**DELIVERY:** via email to: [jradams@spokanecity.org](mailto:jradams@spokanecity.org)

# 1. INTRODUCTION

## 1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Department of Engineering Services (hereinafter “City”) is initiating this Request for Qualifications (RFQ) to solicit Proposals from Firms with expertise in historic resources documentation and preservation.

This will be an on-call type contract for up to \$200,000. There is no guaranteed minimum amount of work that will be directed to the consultant as a result of the contract that will be awarded pursuant to this RFQ.

## 1.2 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

A portion of the funding for this project may come from state or federal sources. Where applicable, the contract awarded as a result of this procurement will incorporate the requirements of state or federal funding programs.

## 1.3 PERIOD OF PERFORMANCE

The period of performance of the contract resulting from this RFQ is tentatively scheduled to begin on or about January 1, 2024 and to end on December 31, 2025 with an optional one-year extension.

## 1.4 DEFINITIONS

Definitions for the purposes of this RFQ include:

**City** – The City of Spokane, a Washington State municipal corporation, that is issuing this RFQ.

**Firm or Consultant** – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

**Proposal** – A formal offer or statement of qualifications submitted in response to this solicitation.

**Proposer** -- Individual or company submitting a Proposal in order to attain a contract with the City.

**Request for Qualifications (RFQ)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit the consultant community to provide qualifications for evaluation.

## 1.5 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

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

## 1.6 ADDENDA

Addenda will be emailed.

## 2. SCOPE OF SERVICES

The scope of services will include tasks associated with cultural resources both during design and construction. Sample types of tasks/project components include:

- Preparation of cultural and historic resources studies including field exploration as required
- Coordination with area Indian tribes and Washington State Department of Archaeology and Historic Preservation (DAHP)
- Consultation with City of Spokane design engineers to recommend ways to eliminate project effects on cultural/historic resources
- Construction phase monitoring

## 3. GENERAL INFORMATION

### 3.1 RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

Name	Jonathan Adams
Address	808 W. Spokane Falls Blvd., Spokane, WA 99201
Phone Number	509-625-6267
E-Mail Address	<a href="mailto:jradams@spokanecity.org">jradams@spokanecity.org</a>

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Firm.

### 3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Step	Expected Dates
Issue Request for Qualifications	Week of 9-18-23
Proposals due	10-9-23
Evaluate proposals, conduct oral interviews with finalists, if necessary	Weeks of 10-9-23 and 10-16-23
Announce selection, negotiate contract	Weeks of 10-23-23 and 10-30-23
City Council approval of contract	Weeks of 11-6-23 and 11-13-23
Contract signatures	Week of 11-13-23
Contract effective date	1-1-24

The City reserves the right to revise the above schedule.



### **3.3 SUBMISSION OF PROPOSALS**

Proposals shall be submitted via email to [jradams@spokanecity.org](mailto:jradams@spokanecity.org). The email shall include subject line “SOQ – 2024-2025 Non Fed Aid On-Call Historic Resources Consultant”.

Proposals shall be submitted in pdf format. The entire submittal shall consist of not more than three pdf files (and, ideally, a single pdf file). Note that the City email server will not accept files larger than 10 MB, so files should be configured accordingly. If your submittal is such that you need an FTP link, please email [jradams@spokanecity.org](mailto:jradams@spokanecity.org), and an FTP link will be provided.

### **3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE**

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, “Public Records.”

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer’s request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information should be directed to the RFQ Coordinator.

### **3.5 REVISIONS TO THE RFQ**

In the event it becomes necessary to revise any part of this RFQ or provide any other pertinent information, such revision will be emailed to you.

The City also reserves the right to cancel or reissue the RFQ in whole or in part prior to final award of a contract.

### **3.6 ACCEPTANCE PERIOD**

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

### **3.7 RESPONSIVENESS**

The Proposer is specifically notified that failure to comply with any part of the RFQ may result in rejection of the Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

### **3.8 COSTS TO PROPOSE**

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

### **3.9 NO OBLIGATION TO CONTRACT**

This RFQ does not obligate the City to contract for services specified herein.

### **3.10 REJECTION OF PROPOSALS**

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFQ.

### **3.11 INTERLOCAL PURCHASE AGREEMENTS**

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Proposer agrees to sell additional items at the contracted price, terms and conditions to the City of Spokane and other public agencies contingent upon the Firm's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Proposal shall apply in the case of a sale of additional items. Firm's right to refuse to sell additional items at the time of request shall be absolute.

## **4. PROPOSAL CONTENTS**

### **4.1 PREPARATION OF PROPOSAL**

Proposals shall be submitted via email. The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.
2. Qualifications Statement.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal but should assist the Proposer in preparing a thorough response.

### **4.2 LETTER OF SUBMITTAL**

The Letter of Submittal shall be signed (electronic signatures are acceptable) and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.).
3. Location of the facility from which the Firm would operate.
4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Qualifications unless otherwise agreed by the City.
6. Acknowledgement that the Firm certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further Acknowledge that Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and the Firm agrees to comply with City requirements to follow cost principals outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. The Firm also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements”.

#### **4.3 PROPOSAL (QUALIFICATION STATEMENT)**

Proposers shall limit their Proposal response to a maximum of 6 pages excluding “letter of submittal”, résumés and reference letters. The Firm's Proposal response to the RFQ shall include at a minimum the following items:

1. A description of the Firm's qualifications/experience in the areas described below.

Design and construction phase assistance for following types of tasks:

- Preparation of cultural and historic resources studies including field exploration as required
- Coordination with area Native American tribes and DAHP
- Consultation with City of Spokane design engineers to recommend ways to eliminate project effects on cultural/historic resources
- Construction phase monitoring

2. A staffing plan listing:

- a) personnel who will be responsible for carrying out the work.
- b) a description of qualifications, skills (e.g., brief résumés), and responsibilities for each project participant.

3. References of at least three current/former clients (if City staff are listed, they shall be in addition to these three) for whom the Firm performed similar services on similar projects to

those described herein. Identify contact persons and email addresses and phone numbers. The Firm grants permission to the City to contact the references. City staff references, if provided, shall be above and beyond the three references noted above. The City may evaluate references at the City's discretion.

4. Include a list of contracts the Firm has had during the last two (2) years that relate to the Firm's ability to perform the services needed under this RFQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/email addresses. The Firm grants permission to the City to contact the references.
5. If the Firm has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance, and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

## **5. EVALUATION**

### **5.1 EVALUATION PROCEDURE**

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The RFQ Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

### **5.2 EVALUATION WEIGHTING AND SCORING**

The following weighting will be assigned to the Proposal for evaluation purposes:

Qualifications of key personnel	33%
Expertise and approach to various tasks described in Scope of Services	33%
Past performance/references relevant to areas itemized above on similar projects	34%

### **5.3 AWARD OF CONTRACT**

This RFQ does not obligate the City to award a contract.

Award of contract, when made, will be to the Proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all of the Proposal.

## **5.4 DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

## **6. CONTRACT TERMS**

### **6.1 BUSINESS REGISTRATION REQUIREMENT**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and been the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

### **6.2 ANTI-KICKBACK**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

### **6.3 DISPUTES**

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

### **6.4 TERMINATION**

**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.

**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.

For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

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.

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.

## **6.5. NONDISCRIMINATION**

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

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

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; 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.

## **6.7 PAYMENT**

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

## **6.8 LIABILITY**

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

## **6.9 INSURANCE COVERAGE**

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Firm's services to be provided under this contract; 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 contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

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

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

#### **6.10 CONFORMANCE WITH FEDERAL, STATE AND LOCAL LAWS**

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved. Note requirements listed in Attachment "A" titled "Federal Grant Funded Guidelines" incorporated herein by reference.

#### **6.11 DEBARRED OR SUSPENDED PARTY**

The City will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any Federal, State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

#### **6.12 MAINTENANCE OF RECORDS**

The Firm will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Firm shall make available to the City, Washington State Auditor, Federal Grantor Agency, Comptroller General of the United States or any of their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Firm shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

#### **6.13 SINGLE AUDIT REQUIREMENTS**

Any contract awarded as a result of this RFQ may include the agreement to annually audit any contracts with the City. Audits shall be performed in accordance with 2 CFR 200 Subpart F – Audit Requirements as appropriate and shall be received by the City within the 12 month period following the close of each fiscal year. Agencies not covered by federal single audit requirements may be responsible for an independent agency audit, which meets general accepted auditing standards.

#### **6.14 AMERICANS WITH DISABILITIES ACT INFORMATION**

The City of Spokane in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format emailing Engineering Services at [eraea@spokanecity.org](mailto:eraea@spokanecity.org) or by calling 509-625-6700.



## **6.15 TITLE VI**

The City of Spokane, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

# 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:** \$300,000  
 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 contract is for an on-call historic resources consultant which supports Engineering Services staff when historic resources are encountered on public works (PW) projects, usually during excavation. Without this consultant, certain public works capital projects will not be feasible. +

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

Engineering 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 construction projects and thereby such projects will be delayed.

**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 Faust*

**CFO Signature:**  
*Tonya Wallace*

**City Administrator Signature:**  
  
Garrett Jones (Oct 9, 2023 13:36 PDT)

**Additional Comments:**











# ECF - Engineering Services Historic Resources On-Call Contract

Final Audit Report

2023-10-09

Created:	2023-10-06
By:	Brittany Kraft (bkraft@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXmCws2Rul6QJJVTsl-In9bmsoS3R6P8T

## "ECF - Engineering Services Historic Resources On-Call Contract" History

-  Document created by Brittany Kraft (bkraft@spokanecity.org)  
2023-10-06 - 6:52:15 PM GMT- IP address: 174.31.101.171
-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature  
2023-10-06 - 6:52:36 PM GMT
-  Email viewed by Marlene Feist (mfeist@spokanecity.org)  
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-  Document e-signed by Marlene Feist (mfeist@spokanecity.org)  
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-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
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Signature Date: 2023-10-06 - 8:05:13 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
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2023-10-07 - 3:43:43 AM GMT- IP address: 104.28.116.106
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2023-10-09 - 8:36:29 PM GMT - Time Source: server- IP address: 198.1.39.252

✔ Agreement completed.

2023-10-09 - 8:36:29 PM GMT



**Agenda Sheet for City Council Meeting of:**  
10/30/2023

<b>Date Rec'd</b>	10/18/2023
<b>Clerk's File #</b>	ORD C36453
<b>Renews #</b>	

<b>Submitting Dept</b>	MUNICIPAL COURT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	SARAH THOMPSON 625-4146	<b>Project #</b>	
<b>Contact E-Mail</b>	STHOMPSON@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Special Budget Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0560-SBO-FUNDING AWARDED FROM THE WASHINGTON TRAFFIC SAFETY COMMISSION		

**Agenda Wording**

Accept grant funding from the Washington Traffic Safety Commission and approval of SBO for the amount of \$200,000.

**Summary (Background)**

DUI Court applied for funding from the Office of Traffic Safety for October 1, 2023, through September 30, 2024. The Impaired Driving Strategic Plan supports the use of drug testing, electronic monitoring, and sober support meetings to assist in recidivism reduction. Funding will support drug and alcohol testing, transportation (bus passes), community engagement, interlock assistance and evaluation services.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Revenue \$ \$200,000

Expense \$ \$200,000

Select \$

Select \$

**Budget Account**

# 1360-91220-99999-33320-99999

# 1360-91220-12510-54101-99999

#

#

**Approvals**

**Dept Head** DELANEY, HOWARD

**Division Director** LOGAN, MARY

**Finance** MURRAY, MICHELLE

**Legal** PICCOLO, MIKE

**For the Mayor** JONES, GARRETT

**Additional Approvals**

**Purchasing**

**MANAGEMENT & BUDGET** STRATTON, JESSICA

**ACCOUNTING -** MURRAY, MICHELLE

**Council Notifications**

**Study Session\Other** Urban Experience 10-9-2023

**Council Sponsor** CP Kinnear & CM Wilkerson

**Distribution List**

<b><u>GRANTS</u></b>		

## Committee Agenda Sheet

### Urban Experience Committee

<b>Submitting Department</b>	Municipal Court
<b>Contact Name &amp; Phone</b>	Sarah Thompson 509-625-4146
<b>Contact Email</b>	sthompson@spokanecity.org
<b>Council Sponsor(s)</b>	CP Kinnear & CM Wilkerson
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	SBO - Funding awarded from the Washington Traffic Safety Commission
<b>Summary (Background)</b>	<p>The Spokane Municipal DUI Court is a problem solving, accountability court for repeat DUI offenders that are suffering from substance use or co-occurring disorders.</p> <p>DUI Court applied for funding from the Office of Traffic Safety for October 1, 2023, through September 30, 2024. The Impaired Driving Strategic Plan supports the use of drug testing, electronic monitoring, and sober support meetings to assist in recidivism reduction.</p> <p>DUI Court was awarded \$200,000 in funding to support:</p> <ul style="list-style-type: none"> <li>• Drug and Alcohol testing in the amount of \$118,000</li> <li>• Transportation, ie. Bus Passes in the amount of \$14,500</li> <li>• Community Engagement in the amount of \$2,500</li> <li>• Interlock assistance in the amount of \$30,000</li> <li>• Evaluation services in the amount of \$35,000</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	Approval of the SBO on October 23, 2023.
<p><b>Fiscal Impact:</b>  Total Cost: <u>\$200,000 (Revenue and expense, net-zero impact)</u>  Approved in current year budget?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Funding Source    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring  Specify funding source:</p> <p>Expense Occurrence    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Other budget impacts: no match required</p>	
<b>Operations Impacts</b>	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community.</p> <p>The purpose of this project is to ensure that participants of DUI Court maintain sobriety, by providing funding to pay for drug and alcohol screening/testing for participants who do not have the financial means to pay for these services.</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?

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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 participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funds received will enhance the DUI Court program as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.



ORDINANCE NO C36453

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

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Miscellaneous Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase revenue by \$200,000.
  - A) Of the increased revenue, \$200,000 is provided by the Washington Traffic Safety Commission as part of the Impaired Driving Strategic Plan.
- 2) Increase appropriation by \$200,000.
  - A) Of the increased appropriation, \$118,000 is provided solely for procurement of drug and alcohol tests.
  - B) Of the increased appropriation, \$30,000 is provided solely for services to provide assistance for ignition interlock systems.
  - C) Of the increased appropriation, \$35,000 is provided solely for evaluation services.
  - D) Of the increased appropriation, \$17,000 is provided for other miscellaneous program expenses.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept the Washington Traffic Safety Commission's grant funding for the Impaired Driving Strategic Plan, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

---

Effective Date



**Agenda Sheet for City Council Meeting of:**  
10/16/2023

<b>Date Rec'd</b>	10/4/2023
<b>Clerk's File #</b>	RES 2023-0089
<b>Renews #</b>	

<b>Submitting Dept</b>	DEVELOPMENT SERVICES CENTER	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	ELDON BROWN 6305	<b>Project #</b>	
<b>Contact E-Mail</b>	EBROWN@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Resolutions	<b>Requisition #</b>	
<b>Agenda Item Name</b>	4700 – RESOLUTION TO MODIFY RETAIL WATER SERVICE AREA - A		

**Agenda Wording**

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Spokane County Parcel Numbers 26213.0501, 24073.0110, 36352.9005, 26212.0609, 24182.0105, 24051.9009, 24051.9076 and 24051.9089.

**Summary (Background)**

Various property owners are requesting to connect certain properties to the City of Spokane Water System. Presently, these properties are located outside the City of Spokane's Retail Water Service Area. Prior to the City accepting applications to connect, these properties shall be included in the City's Retail Water Service Area.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

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

**Budget Account**

**Approvals**

<b>Dept Head</b>	PALMQUIST, TAMI
<b>Division Director</b>	MACDONALD, STEVEN
<b>Finance</b>	ORLOB, KIMBERLY
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	JONES, GARRETT

**Council Notifications**

<b>Study Session\Other</b>	PIES 8/28/23
<b>Council Sponsor</b>	Wilkerson, Stratton, Cathcart

**Distribution List**

ebrown@spokanecity.org
tpalmquist@spokanecity.org
smacdonald@spokanecity.org
akiehn@spokanecity.org

**Additional Approvals**

**Purchasing**


## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Development Services Center
<b>Contact Name</b>	Eldon Brown
<b>Contact Email &amp; Phone</b>	<a href="mailto:ebrown@spokanecity.org">ebrown@spokanecity.org</a> 509-625-6305
<b>Council Sponsor(s)</b>	Betsy Wilkerson
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 15 min
<b>Agenda Item Name</b>	2023 Amendments to City's Retail Water Service Boundary
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>6 Applications are located inside the Urban Growth Area (UGA), outside the City's Retail Water Service Area (RWSA), but inside the City's Future Water Service Area. 1 Application is located outside the UGA. Applicants are requesting City water service to serve these parcels located in Spokane County. Parcels will be developed in accordance with Spokane County zoning and land-use requirements.</p> <p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• Resolutions to amend the RWSA (see attached)</li> <li>• 2023 Applications to Amend the City's RWSA – Summary of Criteria considered for each Application (see attached)</li> </ul>
<b>Proposed Council Action</b>	
<p><b>Fiscal Impact</b>            Total Cost: <a href="#">Click or tap here to enter text.</a>            Approved in current year budget?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Funding Source    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring            Specify funding source: <a href="#">Click or tap here to enter text.</a></p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)            When applicants construct water facilities to serve their developments, City will receive revenues from new customers and incur expenses to operate and maintain new public water facilities</p>	
<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? NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA	
How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?	
New additions to the City's water system will need to be evaluated (revenues versus expenditures) to determine impacts to the City's rate structure.	

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?

SMC Section 13.04.1921 – City’s Retail Water Service Area; City’s Duty to Provide Water Service;  
WAC 246-290-100 (Washington State Department of Health)

## RESOLUTION 2023-0089

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area (RWSA) to include Spokane County Parcel Numbers 26213.0501; 24073.0110; 36352.9005; 26212.0609; 24182.0105; 24051.9009; 24051.9076 and 24051.9089 and authorizing the amendment of the City's RWSA map on file with the Washington State Department of Health.

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

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

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

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

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

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

WHEREAS, Spokane County Parcel Numbers 26213.0501 and 26212.0609 are located in the Northwest Terrace Pressure Zone. Spokane County Parcel Number 36352.9005 is located in the North Hill Pressure Zone and Spokane County Parcel Numbers 24073.0110; 24182.0105; 24051.9009; 24051.9076 and 24051.9089 are located in the West Plains Pressure Zone; and

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

approved 2023-2028 Citywide Capital Improvement Program for service in a timely and reasonable manner; and

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

WHEREAS, the Spokane City Council after careful consideration, finds modification of the RWSA to include Spokane County Parcel Numbers 26213.0501; 24073.0110; 36352.9005; 26212.0609; 24182.0105; 24051.9009; 24051.9076 and 24051.9089 to be in the public interest;-  
-NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

1) The amendment of the Retail Water Service Area Map is hereby approved to include Spokane County Parcel Numbers 26213.0501; 24073.0110; 36352.9005; 26212.0609; 24182.0105; 24051.9009; 24051.9076 and 24051.9089.

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

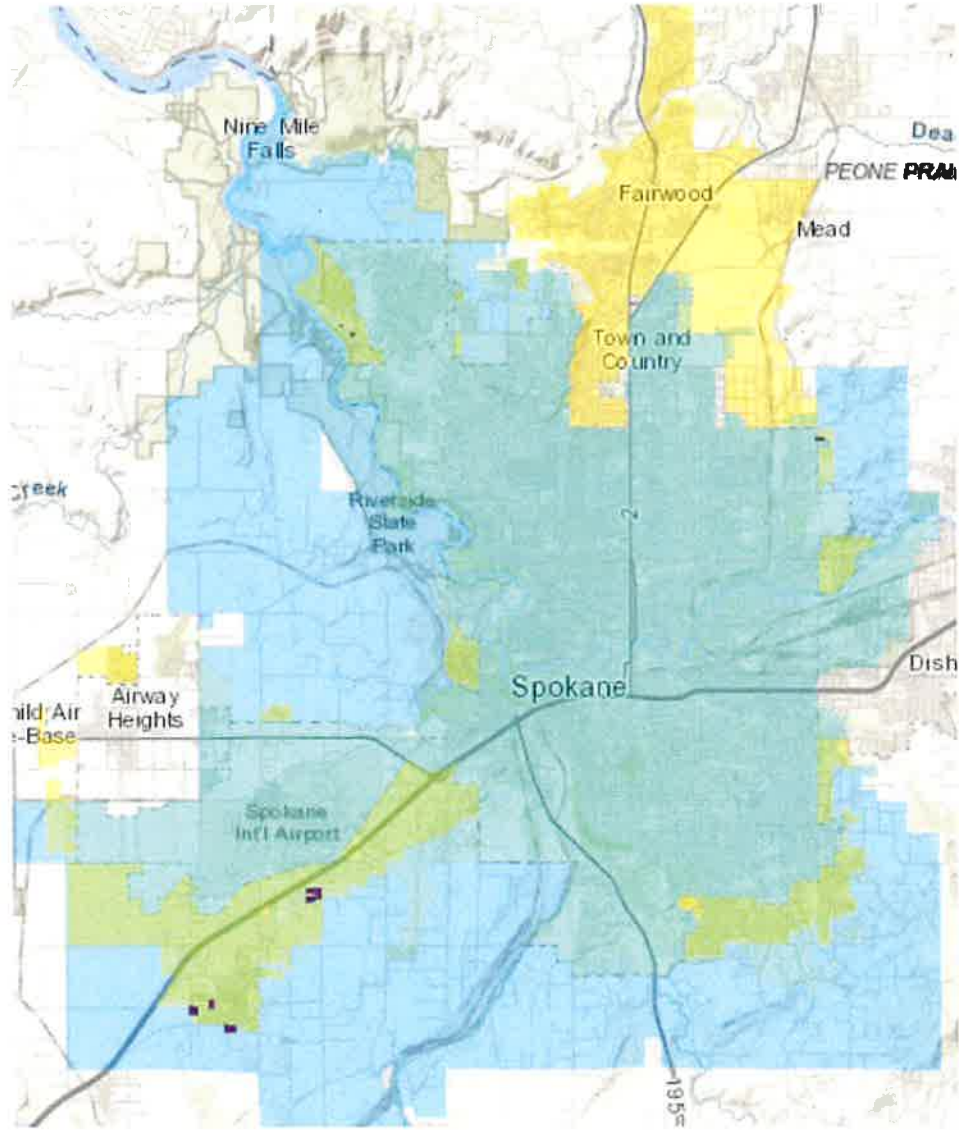
Adopted and approved by City Council \_\_\_\_\_, 2023.

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

Approved as to Form:


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

# 2023 Water Retail Service Map





**MEMORANDUM CITY OF SPOKANE WATER DEPARTMENT**

DATE: April 4, 2023  
TO: Loren Searl, Director – Water Department  
FROM: James Sakamoto, P.E., Principal Engineer – Water Department   
SUBJ: Water Utility Consistency Review of the Gaydarzhi Application for Retail Service Area Amendment, Parcel #26213.0501

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

The subject application dated February 2, 2023, is located in the City of Spokane Future Service Area for water service, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 0.56 acres located in Nine Mile Falls Area in Northwest Spokane.

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

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

**Duty to Serve Requirement: (WSP Section 1.9)**

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

**1. Capacity:**

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

*Analysis:* The Subject parcels are located in the Northwest Terrace Pressure Zone. Sufficient Capacity exists in the Northwest Terrace system to serve the subject parcel.

**2. Consistency:**

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

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

**3. Water Rights:**

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

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

**4. Timely and Reasonable:**

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

*Analysis:* Water main capable of providing water service to the proposed subject parcel is located east of the subject parcel. The 12" water main is located directly adjacent to the parcel on North Nine Mile Road. The developer would be responsible for costs associated for the water service connection to the existing main and for all required permitting and shall meet all applicable rules and regulations and be consistent with all development regulations.

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

- An Annexation covenant must be signed.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.

**Additional Considerations:**

No additional considerations for the subject application.

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

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

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

Encl:



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

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

**Date of Application:** 2-2-2023

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

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

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

**PROPERTY INFORMATION: By City of Spokane Staff**

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

**LEGAL DESCRIPTION: By Applicant**

Parcel  
Lot 26213.0501 Block \_\_\_\_\_  
Addition \_\_\_\_\_

Legal Attached: Yes/No \_\_\_\_\_

**PROPERTY OWNER: (Please Print)**

Name: Anna Gaydarzhi Alex Gaydarzhi  
Address: 318 S King st  
Arroway Heights WA Zip 99001  
Daytime Phone: 509 768 1712  
Email Address: Guk208@gmail.com

~~NO~~ [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

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

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

Anna Gaydarzhi Alex Gaydarzhi 2-2-2023  
Signature of Owner or Owner's Authorized Representative Date

Anna Gaydarzhi Alex Gaydarzhi 509 768 1712  
Printed Name Relationship to Owner Phone Contact #

Guk208@gmail.com  
e-mail Address

**MEMORANDUM CITY OF SPOKANE WATER DEPARTMENT**

DATE: April 25, 2023  
TO: Loren Searl, Director – Water Department  
FROM: James Sakamoto, P.E., Principal Engineer – Water Department  
SUBJ: Water Utility Consistency Review of the Hayford-Richard, LLC  
Application for Retail Service Area Amendment, Parcel #24073.0110

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

The subject application dated February 2, 2023, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 5.00 acres located in West Plains Area south of the Spokane International Airport and I-90.

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

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

**Duty to Serve Requirement: (WSP Section 1.9)**

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

**1. Capacity:**

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

*Analysis:* The Subject parcel is located in the West Plains Pressure Zone. Sufficient Capacity exists in the West Plains system to serve the subject parcel.

**2. Consistency:**

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

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

**3. Water Rights:**

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

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

**4. Timely and Reasonable:**

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

*Analysis:* Water main capable of providing water service to the proposed subject parcel is located north of the subject parcel. The 8" water main is located directly adjacent to the parcel on West Richland Road. The Developer would be responsible for costs associated for the water main and service connections to the existing main and for all required permitting. All development shall meet all applicable rules and regulations and be consistent with all development regulations.

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

- An Annexation covenant must be signed.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.

- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcel in the application may be timely for an amendment to expand the RSA boundary. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the Developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcel meeting all applicable development regulations.

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

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

Encl:



City of  
Spokane

Planning Services  
Department



## Application to Expand the Retail Water Service Area

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

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

Date of Application: 2/2/23

Deadline for 120 day Response from Date of Application: \_\_\_\_\_

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

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

### PROPERTY INFORMATION: By City of Spokane Staff


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


**LEGAL DESCRIPTION: By Applicant**

TRACTS  
Lot 13, 14, 15 Block             
Addition Richland Addition to Meadow Lake  
Legal Attached:  Yes  No

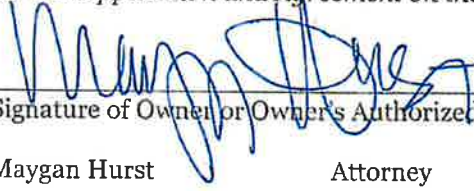
**PROPERTY OWNER: (Please Print)**

Name: Hayford-Richland, LLC  
Address: 1911 Sw Campus Drive #774  
Federal Way, WA 98023  
Daytime Phone: (206) 914-3218  
Email Address: stevechowman@aol.com

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

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

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

	2/2/23 <del>1/9/23</del>	
Signature of Owner or Owner's Authorized Representative	Date	
Maygan Hurst	Attorney	(253) 797-0774
Printed Name	Relationship to Owner	Phone Contact #

maygan@hurstlawpllc.com

e-mail Address

**Legal Description of Property**

**APN: 24073.5101**

**Tracts 13 and 14, Richland Addition to Meadow Lake, according to plat recorded in Volume "M" of Plats, Page 5, Records of Spokane County, Washington;**

**Except any portion lying within West Terrace Sixth Addition, Phase 2, according to plat recorded in Volume 43 of Plats, Pages 37 thru 39, Records of Spokane County, Washington;**

**AND EXCEPT any portion lying with West Terrace Sixth Addition, Phase 3, according to plat recorded in Volume 44 of Plats, Pages 4 thru 6, Records of Spokane County, Washington.**

**APN: 24073.0110**

**Tract 15, Richland Addition to Meadow Lake, according to plat recorded in Volume "M" of Plats, Page 5, Records of Spokane County, Washington;**

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## STATEMENT OF WATER USE, JUSTIFICATION, and AGREEMENTS

The applicant owns approximately 10 acres and desires to subdivide this property into single family residential lots. The applicant's property is surrounded on three sides by existing single family residential development. To the south is the Fairways Golf Course, which is currently in the entitlement process for transition into residential housing.

Justification for expansion of the Retail Water Service Area is as follows:

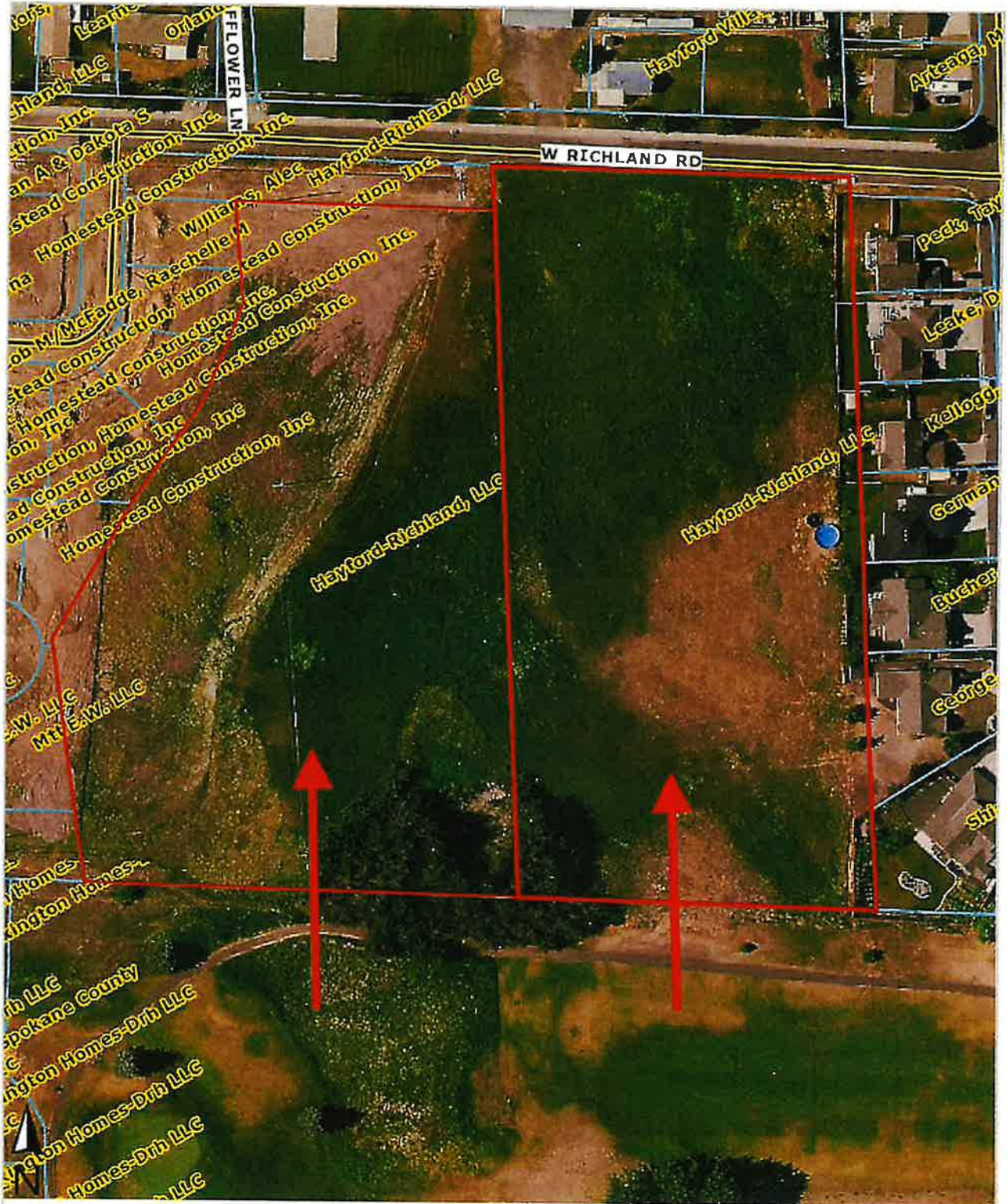
- Inclusion in the Retail Water Service Area is required to provide adequate water service for the intended development;
- The surrounding properties have been included in the Retail Water Service Area and this would provide continuity and uniform service within the area;
- Water service can be available to the applicant's property in a timely and reasonable manner;
- There are sufficient water rights to provide the requested water service;
- There is sufficient capacity to serve the water in a safe and reliable manner as determined by the department of health; and
- This request is consistent with the City of Spokane's Comprehensive Water System Plan.

The applicant agrees:

- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans, and Water Department Rules & Regulations.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

  
Signature of Owner or Owner's Authorized Representative

2/2/23  
Date



40 E. Spokane Falls Blvd  
Spokane, WA 99202  
Phone: 509-456-0550  
Fax: 866-537-9602

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



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 Spokane, WA 99202  
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This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

**MEMORANDUM CITY OF SPOKANE WATER DEPARTMENT**

DATE: April 25, 2023  
TO: Loren Searl, Director – Water Department  
FROM: James Sakamoto, P.E., Principal Engineer – Water Department  
SUBJ: Water Utility Consistency Review of the Leschinskiy Application for Retail Service Area Amendment, Parcel #36352.9005

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

The subject application dated March 16, 2023, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 2.09 acres located in Northeast Spokane north of the Beacon Hill in the Hillyard Area.

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

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

**Duty to Serve Requirement: (WSP Section 1.9)**

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

**1. Capacity:**

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

*Analysis:* The Subject parcel is located in the North Hill Pressure Zone. Sufficient Capacity exists in the North Hill system to serve the subject parcel.

- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

No additional considerations for the subject application.

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

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

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

Encl:



City of  
Spokane

Planning Services  
Department



## Application to Expand the Retail Water Service Area

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

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

**Date of Application:** 3/16/2023

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

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

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

### **PROPERTY INFORMATION: By City of Spokane Staff**

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

**LEGAL DESCRIPTION: By Applicant**

Lot \_\_\_\_\_ Block \_\_\_\_\_  
Addition 6104 N. Havana

Legal Attached: Yes/No

**PROPERTY OWNER: (Please Print)**

Name: Mark Leschinskiy  
Address: 6104 N. Havana  
Spokane WA Zip 99217  
Daytime Phone: (509) 220-7052  
Email Address: LeschinskiyM@gmail.com

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

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

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

  
Signature of Owner or Owner's Authorized Representative \_\_\_\_\_ Date 3/21/2023

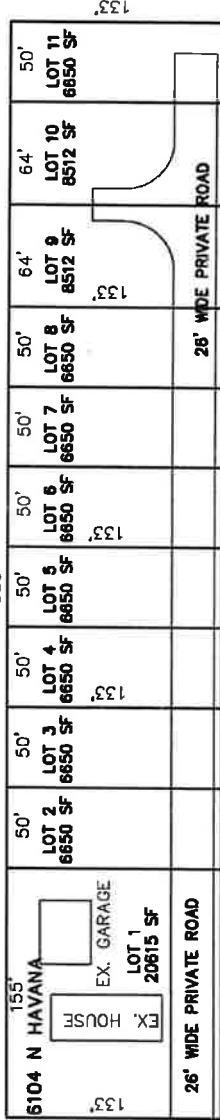
Mark Leschinskiy owner (509) 220-7052  
Printed Name Relationship to Owner Phone Contact #

LeschinskiyM@gmail.com  
e-mail Address

**GENERAL NOTES:**

1. PARCEL NO. 36352.9005 ; ZONING IS MEDIUM DENSITY RESIDENTIAL.
2. TOTAL PROPERTY AREA IS APPROXIMATELY 2.09 ACRES.
3. EXISTING HOUSE TO BE REMAIN.
4. APPROVED DENSITY IS 6-15 DU/ACRE.
5. PROPOSED DENSITY 11.0 DU/ACRE.

HAVANA STREET



<b>MHE ENGINEERING</b> <small>9702 V. MASTERS LANE          CHERRY, VA 22604          540-438-1988          MHE@MHEVA.COM</small>	<b>HAVANA PIAT</b> 6104 N HAVANA SPOKANE, WASHINGTON	<b>SCALE: NTS</b> <b>DRAWN BY: MHE</b>
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## Brown, Eldon

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**From:** Nash, Tim  
**Sent:** Friday, March 31, 2023 3:14 PM  
**To:** Brown, Eldon  
**Subject:** FW: 6104 N Havana water application

Eldon,

This is the narrative from Mark. He was the guy that came in earlier about the plat off of Havana. I will forward the other plan to you if you need it.

Thanks

**Development Services Center is open Monday-Friday 8 am – 5 pm in person, online or over the phone at 509.625.6300! I will be working from home on every other Monday. Thank you for contacting me, I will do my best to get back to you as soon as I can.**



Tim Nash | City of Spokane | Engineering Technician II  
Office 509.625.6342 | Cell 509.655.1417 | [tnash@spokanecity.org](mailto:tnash@spokanecity.org)



**Know what's below.  
Call before you dig.**

**From:** Mark Leschinskiy <[spokanefalcongroupp@gmail.com](mailto:spokanefalcongroupp@gmail.com)>  
**Sent:** Friday, March 31, 2023 2:38 PM  
**To:** [betterbuildersofspokane@gmail.com](mailto:betterbuildersofspokane@gmail.com); Nash, Tim <[tnash@spokanecity.org](mailto:tnash@spokanecity.org)>  
**Subject:** 6104 N Havana water application

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

Purpose for water application on 6104 N. Havana Spokane WA 99217

Better Builders Of Spokane LLC is proposing to develop a two acre lot, into 12 separate lots for duplexes totaling 20-24 residential units, which will help with the housing crisis in the Spokane area. Currently... The lot doesn't have city water and the well would not be sufficient to provide water to 20-24 residential units.

Thank you,

Mark Leschinskiy  
Friday, March 31, 2023

**MEMORANDUM CITY OF SPOKANE WATER DEPARTMENT**

DATE: April 25, 2023  
TO: Loren Searl, Director – Water Department  
FROM: James Sakamoto, P.E., Principal Engineer – Water Department  
SUBJ: Water Utility Consistency Review of the Martin Application for Retail Service Area Amendment, Parcel #26212.0609

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

The subject application dated December 5, 2022, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 0.49 acres located in Nine Mile falls Area in Northwest Spokane.

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

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

**Duty to Serve Requirement: (WSP Section 1.9)**

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

**1. Capacity:**

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

*Analysis:* The Subject parcel is located in the Northwest Terrace Pressure Zone. Sufficient Capacity exists in the Northwest Terrace system to serve the subject parcel.

**2. Consistency:**

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

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

**3. Water Rights:**

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

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

**4. Timely and Reasonable:**

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

*Analysis:* Water main capable of providing water service to the proposed subject parcel is located east of the subject parcel. The 12" water main is located approximately 1300 feet from the subject parcel on North Nine Mile Road. The Developer would be responsible for all costs associated for extension of the water main, water service connection, extending water service into the subject parcel and for all required permitting. All development and water service connections shall meet all applicable rules and regulations and be consistent with all development regulations.

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

- An Annexation covenant must be signed.

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

**Additional Considerations:**

No additional considerations for the subject application.

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

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

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

Encl:





## *Application to Expand the Retail Water Service Area*

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

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

**Date of Application:** 12/5/22

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

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

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

**PROPERTY INFORMATION: By City of Spokane Staff**

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

**LEGAL DESCRIPTION: By Applicant**

Lot 3 Block 6  
Addition Ingleford Irrigated Tracts

Legal Attached: (Yes/No)

**PROPERTY OWNER: (Please Print)**

Name: Richard + Cindi Martin  
Address: 3319 N GIRARD RD  
SPOKANE VALLEY, WA Zip 99212  
Daytime Phone: 949-689-3894  
Email Address: emailcindilee@gmail.com

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

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

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

Cindi Martin 12/5/22  
Signature of Owner or Owner's Authorized Representative Date

Cindi Martin self 949-689-3894  
Printed Name Relationship to Owner Phone Contact #

emailcindilee@gmail.com  
e-mail Address




**MEMORANDUM**

**CITY OF SPOKANE WATER DEPARTMENT**

DATE: April 25, 2023

TO: Loren Searl, Director – Water Department

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

SUBJ: Water Utility Consistency Review of the West Terrace Application for Retail Service Area Amendment, Parcel #24182.0105

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

The subject application dated June 23, 2022, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 9.78 acres located in the West Plains Area south of the Spokane International Airport and south of I90.

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

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

**Duty to Serve Requirement: (WSP Section 1.9)**

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

**1. Capacity:**

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

*Analysis:* The Subject parcel is located in the West Plains Pressure Zone. Sufficient Capacity exists in the West Plains system to serve the subject parcel.

**2. Consistency:**

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

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

**3. Water Rights:**

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

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

**4. Timely and Reasonable:**

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

*Analysis:* Water main capable of providing water service to the proposed subject parcel is located north of the subject parcel. The 8" water main is located at the terminus of South Rye Road which on the northern boundary of the subject parcel. The Developer would be responsible for all costs associated for extension of water main onto the subject parcel, water service connections into the subject parcel and for all required permitting. All development and water service connections shall meet all applicable rules and regulations and be consistent with all development regulations.

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

- An Annexation covenant must be signed.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.

- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

No additional considerations for the subject application.

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

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

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

Encl:

City of  
Spokane

Planning Services  
Department



## Application to Expand the Retail Water Service Area

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

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

Date of Application: 6/23/22

Deadline for 120 day Response from Date of Application: \_\_\_\_\_

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

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

### PROPERTY INFORMATION: By City of Spokane Staff

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

**LEGAL DESCRIPTION: By Applicant**

Lot \_\_\_\_\_ Block 19-20  
Addition Richland Addition to Meadow Lake

Legal Attached:  Yes  No

**PROPERTY OWNER: (Please Print)**

Name: West Terrace Properties, LLC  
Address: 9810 W. Melville Rd.  
Cheney, WA Zip 99004  
Daytime Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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

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

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

 6-23-22  
Signature of Owner or Owner's Authorized Representative Date

BEN GOODMANSEN AGENT 509-893-2617  
Printed Name Relationship to Owner Phone Contact #

bgoodman@whipplece.com  
e-mail Address





Whipple Consulting Engineers, Inc.

June 22, 2022  
W.O. No. 2022-2833

City of Spokane  
Planning and Development Services  
808 W. Spokane Falls Blvd.  
Spokane, WA, 99201

**Attn: Eldon Brown, principal engineer of Planning and Development Services**

**Re: Application to expand the Retail Water Service Area  
Needham Hill West Preliminary Plat**

Dear Mr. Brown:

Whipple Consulting Engineers, Inc. on behalf of West Terrace Properties, LLC, is requesting addition into the City of Spokane Retail Water Service Area. The subject property is located along Hayford Road, on parcel no. 24182.0105. The site currently has an 8" ductile iron water pipe extending from Hayford Road through the property under Duckhook Road, serving the Needham Hill plat. WCE intends upon approval of addition into the Water Retail Service Area to apply for a preliminary plat to subdivide the parcel as allowed in the Spokane County Zoning Code.

1. Furnish a legal description and map of the area under consideration.  
Legal description courtesy of Spokane County GIS:  
MEADO LK RICHLAND B19-20

Please see the map attached to this document.

2. State fully the purpose for which water is to be used with your application.

This project proposes to develop the property as allowed by the zoning code.

3. Provide justification for expansion of the Retail Water Service Area with your application.

The project is located within the Urban Growth Boundary of Spokane County and the City of Spokane Coordinated Water System Plan Boundary. The subject property is adjacent to the Retail Water Service Area to the north and to the east. Water service is guaranteed as a part of the Comprehensive Plan under the UGA.

4. The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

This subject property currently has an existing water main connecting Hayford Road to Duckhook Road, located to the east of the property. All extensions, new lateral or service connections will be at the developer's expense.

5. Payment of all charges for the new service connection.

The owner agrees to pay all charges for the new service connection.

6. Verify that any outstanding combined utility charges are paid in full.

All outstanding combined utilities charges are/will be paid in full at time of incorporation into the Retail Water Service Area.

7. Pay for and provide all engineering, accepted plans and permits upon request.

All engineering, accepted plans and permits will be paid and provided for upon request.

8. Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.

All underground water service lines on the property have been examined and currently comply with the City of Spokane's Water and Hydroelectric Department.

9. Sign an Annexation Covenant.

The owner agrees to annexation at the time that the City of Spokane decides to annex the property.

If you have any questions or comments regarding this letter, please feel free to contact us at (509) 893-2617.

Thank you,



Todd R. Whipple P.E., President  
Whipple Consulting Engineers  
TRW/ajf

Encl:

Application form  
Water retail service area map



**MEMORANDUM**

**CITY OF SPOKANE WATER DEPARTMENT**

DATE: June 26, 2023

TO: Loren Searl, Director – Water Department

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

SUBJ: Water Utility Consistency Review of the Spotted Rd LLC Application for Retail Service Area Amendment, Parcel #24051.9076, #24051.9009 and #24051.9089

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

The subject application dated June 10, 2019, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcels, #24051.9076, #24051.9009 and #24051.9089 are approximately 4.89 acres, 9.55 acres and 10.23 acres respectively. The subject parcels are located in West Plains Area south of the Spokane International Airport and I-90.

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

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

**Duty to Serve Requirement: (WSP Section 1.9)**

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

**1. Capacity:**

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

*Analysis:* The Subject parcels are located in the West Plains Pressure Zone. Sufficient Capacity exists in the West Plains system to serve the subject parcels.

**2. Consistency:**

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

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

**3. Water Rights:**

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

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

**4. Timely and Reasonable:**

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

*Analysis:* Two water mains capable of providing water service to the proposed subject parcels are located west and northeast of the subject parcels. A 12-inch water main is located directly adjacent to two of the parcels on South Dowdy Road to the west and a 12-inch water main is located approximately 950 feet northwest on South Spotted Road. The Developer would be responsible for costs associated for the water main and service connections to the existing main and for all required permitting. All development shall meet all applicable rules and regulations and be consistent with all development regulations.

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

- An Annexation covenant must be signed.

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

**Additional Considerations:**

No additional considerations for the subject application.

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

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

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

Encl:

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No additional considerations for the subject application.

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# Application to Expand the Retail Water Service Area

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

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

**Date of Application:** June 10, 2019

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

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

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

**PROPERTY INFORMATION: By City of Spokane Staff**

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

**LEGAL DESCRIPTION: By Applicant**

Lot \_\_\_\_\_ Block \_\_\_\_\_  
Addition \_\_\_\_\_

Legal Attached: Yes No

See Exhibit "A" attached hereto

**PROPERTY OWNER: (Please Print)**

Name: Spotted Road, LLC By William D. Eden, Manager

Address: 717 W. Sprague Ave., Suite 1500  
Spokane, WA Zip 99201

Daytime Phone: 509-455-5300

Email Address: wdeden@depdslaw.com

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

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

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

William D Eden Manager  
Signature of Owner or Owner's Authorized Representative

6/10/19  
Date

Spotted Road, LLC  
William D. Eden, Manager  
Printed Name Relationship to Owner

509-455-5300  
Phone Contact #

wdeden@depdslaw.com  
e-mail Address

**EXHIBIT "A"**  
**LEGAL DESCRIPTIONS**

**PARCEL A, 24051.9009**

Those portions of Government Lot 16 in Section 5, Township 24 North, Range 42 East, W.M., in Spokane County, Washington, described as follows:

Government Lot 16;

EXCEPT the south 920 feet thereof;

AND EXCEPT that portion of the North 182 Feet of the South 1102 Feet of said Government Lot 16, lying East of the West 740 Feet of said Government Lot 16.

EXCEPT Spotted Road.

**PARCEL B, 24051.9069**

The North 600 Feet of the East 450 Feet of Government Lot 9, Section 5, Township 24 North Range 42 East, W.M., Spokane County, Washington.

EXCEPT the East 30 Feet thereof.

**PARCEL C, 24051.9074**

The North Half of the Northwest Quarter of Government Lot 9, in Section 5, Township 24 North Range 42 East, W.M., Spokane County, Washington.

EXCEPT that portion deeded to Spokane County for Dowdy Road by Document No. 7808010447, in Spokane County, Washington.

**PARCEL D, 24051.9075**

The South Half of the Northwest Quarter of Government Lot 9, in Section 5, Township 24 North Range 42 East, W.M., Spokane County, Washington;

EXCEPT that portion deeded to Spokane County for Dowdy Road by Document No. 7808010447, in Spokane County, Washington.

**PARCEL E, 24051.9076**

The North Half of the Southwest Quarter of Government Lot 9, in Section 5, Township 24 North Range 42 East, W.M., Spokane County, Washington;

EXCEPT that portion conveyed to Spokane County for Dowdy Road by Deed Recorded under Auditor's File No. 7808010447.

**PARCEL F, 24051.9085**

That portion of Government Lot 8 in Section 5, Township 24 North Range 42 East W.M. lying South of Primary State Highway No. 11.,

EXCEPT the East 626.8 Feet thereof;

Situate in Spokane County, Washington;

EXCEPT that portion conveyed to Spokane County for Dowdy Road by Deed Recorded August 1, 1978, under Auditor's File No. 7808010448.

PARCEL G, 24051.9086

That portion of Government Lot 8, in Section 5, Township 24 North Range 42 East, W.M., in Spokane County, Washington, lying South of P.S.H. No. 11 and East of the east boundary line of the West 221 Feet of the East 626.80 Feet of said Government Lot 8,

EXCEPT that portion conveyed to the State of Washington, P.S.H. NO. 11, by Deed Dated September 4, 1963, Recorded September 18, 1963, under Auditor's File No. 964692B, EXCEPT any portion lying within Westbow Boulevard; AND EXCEPT any portion lying within Spotted Road.

PARCEL H, 24051.9088

The North 600 Feet of the Northeast Quarter of Government Lot 9, in Section 5, Township 24 North Range 42 East, W.M., Spokane County, Washington,

EXCEPT the East 450 Feet thereof.

PARCEL I, 24051.9089

That portion of Government Lot 9, in Section 5, Township 24 North Range 42 East, W.M., in Spokane County, Washington, described as follows:

The East half of Government Lot 9 EXCEPT the North 600 Feet and EXCEPT Spotted Road on the East.



**ATTACHMENT TO APPLICATION TO  
EXPAND THE RETAIL WATER SERVICE AREA**

**PURPOSE FOR WHICH WATER IS TO BE USED:**

We intend to construct a produce distribution facility in the future and use the rest of the property for ancillary uses.

**JUSTIFICATION FOR EXPANSION:**

To allow us to construct a distribution facility. Part of our property is in the Retail Water Service area and part has the Water Service area adjacent to it.



## 2023 Applications to Amend the City of Spokane Retail Water Service Area (Summary of Criteria Considered for each Application)

Application Parcel Number	Water is Available in a timely and reasonable manner	Sufficient water rights available	Sufficient capacity to serve	Consistent with requirements of local plans and regulations
<b>26213.0501</b>	A 12-inch water main is located in 9-mile Road adjacent the parcel	yes	yes	Inside UGA – yes
<b>24073.0110</b>	An 8-inch water main is located in Richland Road adjacent the parcel	yes	Capacity limited until SIA #3 tank is on-line; scheduled for completion in 2024.	Inside UGA – yes
<b>36352.9005</b>	An 8-inch water main is located in Havana Street adjacent the parcel	yes	yes	Inside UGA – yes
<b>26212.0609</b>	Water main extension from 9-mile road to site at developer expense required	yes	yes	Inside UGA – yes
<b>24181.9060</b>	Water main ext. from int. of West Terrace Drive/Melville Road to site at developer expense required	yes	Capacity limited until SIA #3 tank is on-line; scheduled for completion in 2024	Outside UGA – yes; Complies with CFU 3.6 B. 2. (c) of City Comp Plan – service to gov. facility
<b>24182.0105</b>	An 8-inch water main located in S. Rye Rd. connects to north boundary of parcel	yes	Capacity limited until SIA #3 tank is on-line; scheduled for completion in 2024	Inside UGA – yes
<b>24051.9009; .9076 and .9089</b>	A 12-inch water main is located in Dowdy Rd. adjacent to 2 of the parcels and a 12-inch main is located Spotted Road which could be extended at developer expense to serve the 3 <sup>rd</sup> parcel	yes	Capacity limited until SIA #3 tank is on-line; scheduled for completion in 2024	Inside the UGA – yes

2-25-16

RECEIVED  
*March 3, 2016*  
CITY CLERK'S OFFICE  
SPOKANE, WA

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 5200-16-03 LGL 2016-0020
TITLE: DUTY TO PROVIDE WATER SERVICE EFFECTIVE DATE: March 18, 2016 REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

1.1 The City of Spokane ("City") Water and Hydroelectric Services Department owns and operates a public water system; and is the regional water purveyor. The City has a duty to provide water to new service connections within the retail water service area, when such service is available in a timely and reasonable manner; there exists sufficient water rights to provide water service; there exists sufficient capacity to provide water service in a safe and reliable manner under Washington State Department of Health regulations; and such service is consistent with the requirements of local plans and regulations and the City's utility service extension ordinances. (WAC 246-290-106).

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to the City Water and Hydroelectric Services Department.

3.0 REFERENCES

- RCW 35.92.020
- RCW 36.70A.030
- RCW 36.70A.110
- WAC 246-290-106
- WAC 246-290-108
- City of Spokane Comprehensive Plan CFU 3.6
- Comprehensive Water System Plan figure 1.8.0a
- SMC 13.04.1921
- SMC 13.04.1922

4.0 DEFINITIONS

None

## 5.0 POLICY

- 5.1 Domestic water service is a rural and urban governmental service and the City of Spokane is the regional water purveyor. Therefore the City has a duty to provide service to new water service connections within its retail water service area as outlined in the Comprehensive Water System Plan when:
- a. Water service is available in a timely and reasonable manner;
  - b. There exist sufficient water rights available to provide water service;
  - c. There is sufficient capacity to serve in a safe and reliable manner per the Department of Health rules and regulations; and
  - d. Extension of service is consistent with the requirements of local plans and regulations, including the City's Water System Plan and utility service extension ordinances.
- 5.2 City water service is intended to provide for the needs of the residents of the City and for residents outside the City who are within the City's Retail Service Area. Pursuant to RCW 35.92.020, the City may enter into agreements for extension of water service outside the City's boundaries upon terms and conditions, when there is a determination that such extension will not overload or imperil the City's water system, including domestic and fire flow pressure, supply resources and municipal water rights, all as may be needed by current or future city customer needs, and are subject to any other applicable laws or regulations. (SMC 13.04.1922). Therefore, customers outside the City must complete an annexation covenant and service agreement as a condition of water service.
- 5.3 The City's Comprehensive Water System Plan provides for extension of water service beyond the City's boundaries and inside the Retail Service Area as identified in Chapter 1, Figure 1.6.1
- 5.4 Request for City Water Service outside the existing Retail Service area as identified in the Comprehensive Water System Plan in Chapter 1, Figure 1.6.1 are dependent upon the completion of the City's Application and Certificate of Water Availability form. Changing the Retail Water Service boundaries to provide water service to areas outside the current Retail Water Service Area requires a City Council approved amendment to the City's Water System Plan.
- 5.5 The City's comprehensive plan provides that it is appropriate to extend or expand water services outside the UGA in limited circumstances which are shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development. (CFU 3.6; RCW 36.70A.110(4)).

## 6.0 PROCEDURE

- 6.1 Analysis Needed For Requests To Provide Water Service.

6.1.1 Requests Inside City Boundaries:

Duty to Serve

6.1.2 Outside City boundaries - Inside Retail Water Service Area:

Duty to Serve Inside Water Service Area Subject To Limitations:

- a. Water service is available in timely and reasonable manner as determined by City Utility;
- b. There are sufficient water rights to provide water service;
- c. There is sufficient capacity to serve in a safe and reliable manner;
- d. It is consistent with requirements of local plans and regulations and the City's Water System Plan and utility service extension ordinances;
- e. Annexation covenant must be signed, as applicable;
- f. Written contract with cost allocation, indemnity and all applicable liabilities; and
- g. Developer agrees to pay one hundred percent (100%) costs of construction; liability; indemnification; permitting without sewer and all applicable liabilities.

6.1.3 Outside City Boundaries – Prior Commitment to Serve Inside Future Service Area:

The City will honor prior commitments for water service. In the case of a prior commitment for water service, the vested water capacity exists with the commitment and the parcels included in the prior commitment will be included in the retail water service area and service will be analyzed and provided pursuant to paragraph 6.1.2.

6.1.4 Outside Retail Water Service Area – Inside Future Water Service Area:

The City will evaluate any new requests for retail water service which are outside the City's retail water service area within 120 days of the request or as prescribed by State Law, pursuant to the flow chart for retail water service requests, as attached hereto.

It is the policy of the City to ensure that requests for expansion of the Retail Service Area be considered at least annually.

No Duty to Serve outside Retail Service Area unless amend Retail Service Area:

- a. Amendment to Retail Service Area requires a City Council approved amendment to the Water System Plan/Retail Service Area.
- b. Amended Water System Plan is subject to approval by Department of Health.
- c. Extension of service necessary to protect basic health / safety / environment and does not conflict with GMA requirements.

6.1.5 Outside Water Service Area:

No Duty to Serve

Wholesale Water Supply Agreement or Interlocal Agreement subject to City Council approval.


7.0 RESPONSIBILITIES

The City of Spokane Water and Hydroelectric Services Department shall administer this policy.

8.0 APPENDICES

Water Service Area Chart  
Flow Chart for Retail Water Service Requests

APPROVED BY:

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

3/3/14  
 \_\_\_\_\_  
 Date

Scott Simmons  
 \_\_\_\_\_  
 Director - Utilities

3/3/16  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 City Administrator

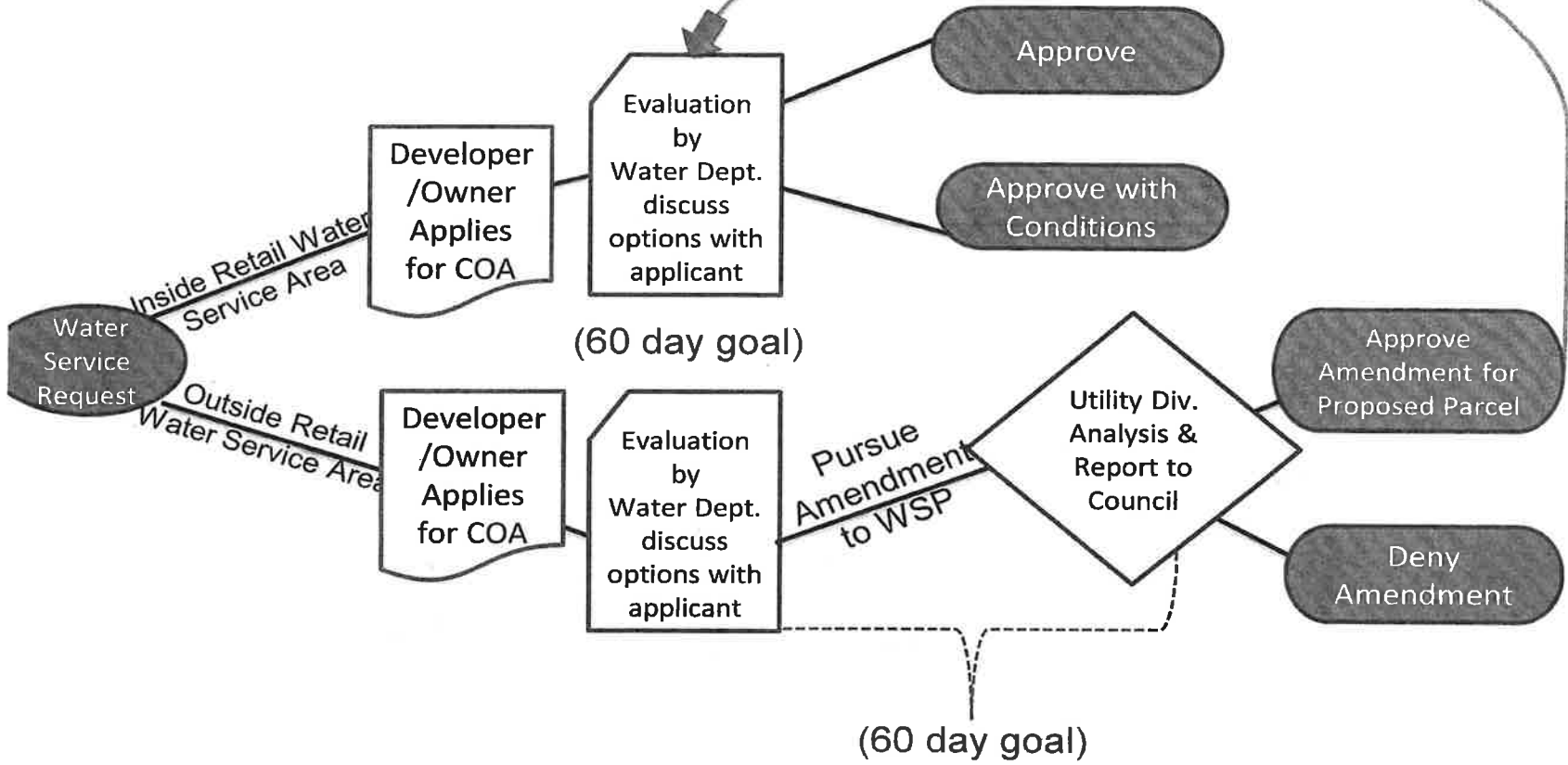
3/3/16  
 \_\_\_\_\_  
 Date

Water Service Areas:

<b>Inside City Boundaries</b>	<b>Outside City boundaries – Inside Retail Water Service Area</b>	<b>Outside Retail Water Service Area</b>	<b>Outside Water Service Area Wholesale Water Service Agreements</b>
<p>Duty To Serve</p>	<p>Duty To Serve inside water service area – subject to limitations:</p> <ol style="list-style-type: none"> <li>1. Water is available in timely and reasonable manner as determined by City Utility</li> <li>2. Sufficient water rights available to provide water service</li> <li>3. Sufficient capacity to serve in safe and reliable manner</li> <li>4. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances</li> <li>5. Annexation covenant must be signed</li> <li>6. Written contract with cost allocation, indemnity, applicable liabilities</li> <li>7. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer</li> </ol>	<p>No Duty To Serve outside Retail Water Service Area unless:</p> <ol style="list-style-type: none"> <li>1. City Council approves amendment of RSA</li> <li>2. Requires DOH approval</li> </ol> <p>Can serve after amendment:</p> <ol style="list-style-type: none"> <li>3. Water is available in timely and reasonable manner</li> <li>4. Sufficient water rights available to provide water service</li> <li>5. Sufficient capacity to serve in safe and reliable manner</li> <li>6. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances including Water System Plan and service area boundaries</li> <li>7. Annexation covenant must be signed</li> <li>8. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities</li> <li>9. Extension of service is necessary to protect basic health/safety/environment</li> </ol>	<p>No Duty to Serve</p> <p>Wholesale / water supply agreement or interlocal agreement subject to City Council approval.</p> <p>Sufficient water rights to provide water service</p> <p>Sufficient capacity to serve in safe and reliable manner</p> <p>Consistent with requirements of local plans and regulations and the City's utility service extension ordinances and Water System Plan</p> <p>Subject to approval by the Department of Health</p> <p>AND</p> <p>May Require an amendment to the Water System Plan</p>



# Flow Chart for Retail Water Service Requests



Proposed, Jan. 2015

also take into consideration any possible environmental or health issues associated with regional utility corridors.

### **CFU 3.4 Natural and Man-Made Disasters**

*Continue to participate in a coordinated regional plan for the provision of public services in the event of natural or man-made disasters.*

### **CFU 3.5 Uniformity of Standards**

*Collaborate with Spokane County to ensure that the City of Spokane's engineering, land use and related level of service standards are applied throughout the adjacent Urban Growth Area (UGA).*

**Discussion:** Regardless of which jurisdiction administers development in the unincorporated portions of the city's UGA, it is imperative that engineering standards, land use patterns and development densities correspond to city standards so that services may be provided by the city in an efficient and cost effective manner once those lands are annexed by the city.

### **CFU 3.6 Limitation of Services Outside Urban Growth Areas**

*Limit the provision of water and sewer service by the City of Spokane outside Urban Growth Areas (UGAs) to areas where exceptions apply.*

**Discussion:** It is appropriate for the City of Spokane to extend or expand water and sewer services outside UGAs in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development. (RCW 36.70A.110(4)). The intent of this policy is to provide for connection and/or expansion of the city's public utility infrastructure outside Urban Growth Areas in limited situations consistent with the Growth Management Act and the County Wide Planning Policies for Spokane County, where the long term viability of the city and the health and safety of residents of the rural areas are balanced with maintaining the character of the rural areas and sound planning principles.

Provision of services outside the Urban Growth Area shall meet the following requirements:

A. City of Spokane Sewer Service

1. Sewer Service Connections. Sewer Service Connections to property outside UGAs will be approved only if the connection is to existing infrastructure with surplus capacity, and one or both of the following conditions for exception exists:



- a. The Spokane Regional Health District or the Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
  - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.
  - c. Contingent upon mutual agreement of the City Council and the Board of County Commissioners, sewer service outside designated urban growth areas may be allowed for the purpose of protecting the sole source Aquifer, subject to additional conditions and as allowed by state law.
2. Sewer Main Extensions. Any mains extended outside UGAs after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's sewer utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in 1. (a.), (b.), and (c.) above.
- B. City of Spokane Water Service. Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:
1. Water Service Connections. Service connections outside a UGA may be allowed only under the following conditions:
    - a. Connections required under 2.(a), (b), (c), and (d) below;
    - b. Connections may be allowed to parcels directly adjacent to a main if the parcel existed and the main was installed prior to May 31, 2001, or the main is located along a UGA boundary.
  2. Water Main Extensions
    - a. The Spokane Regional Health District or Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
    - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.



- c. The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services.
  - d. The main may supply service to a Rural Cluster Development approved by the County within an area zoned Urban Reserve subject to the platted streets directly bordering each lot meeting city Standards and sewer mains being installed in these platted streets concurrent with water main installations. If conditions 1 and 2 in Section A are not met, the sewer mains shall be "dry lines" until connections are allowed by State Law and orders to connect are issued by the city as addressed in Section C.
  - e. All costs associated with the extension of water infrastructure subject to this policy will be borne by the proponent.
  - f. Any water infrastructure extended or located outside a UGA after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's water utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in (a), (b), (c), (d), and (e) above.
- C. General Provisions. All owners of property outside UGAs that are allowed to connect to the city's utilities shall sign a binding agreement to annex when requested to do so by the city. In the case of connections to the Water Utility only, the binding agreement shall also provide that the property owner agrees to connect to the City of Spokane's sewer system at the property owner's sole expense when requested to do so by the city. In addition, all exceptions shall be considered within the context of overall cumulative impacts on capacity and level of service obligations in accordance with the city's Capital Facilities Program, Six-Year Capital Improvement Plans and Concurrency Management System. Except for the limited exceptions addressed herein, the rural population allocation shall be accommodated without reliance on the extension of public services.

This policy does not limit the city's authority to impose additional conditions, require a developer agreement that includes a requirement for payment of



mitigation fees, or modify existing conditions on extensions of water or sewer service outside of urban growth areas.

In all cases, water or sewer service can be extended only if:

1. It can be done in a timely and reasonable manner; and,
2. Ground water resources and the sole source Aquifer can be protected by concurrently connecting the premise to a public sewer or reasonable accommodations are made to connect to a public sewer as soon as allowed by law; and,
3. A developer agreement incorporating mitigation requirements is approved by City Council.

*See City of Spokane Water System Plan.*

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## CFU 4 SERVICE PROVISION

**Goal: Provide public services in a manner that facilitates efficient and effective delivery of services and meets current and future demand.**

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### **Policies**

#### **CFU 4.1 Compact Development**

*Promote compact areas of concentrated development in designated centers to facilitate economical and efficient provision of utilities, public facilities, and services.*

**Discussion:** Infill and dense development should be encouraged where excess capacity is available since compact systems are generally less expensive to build and maintain.



#### **CFU 4.2 Access to Utility Easements**

*Require that subdivision and building regulations protect and preserve access to utility easements.*

**Discussion:** In order to facilitate timely repair and reduce the duration of power outages, it is important that access to electrical, cable, and telephone transmission facilities be available and unobstructed at all times.





**Agenda Sheet for City Council Meeting of:**  
10/16/2023

<b>Date Rec'd</b>	10/4/2023
<b>Clerk's File #</b>	RES 2023-0090
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	DEVELOPMENT SERVICES CENTER
<b>Contact Name/Phone</b>	ELDON BROWN 6305
<b>Contact E-Mail</b>	EBROWN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	4700 – RESOLUTION TO MODIFY RETAIL WATER SERVICE AREA - B

**Agenda Wording**

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Spokane County Parcel Number 24181.9060.

**Summary (Background)**

Property owner is requesting to connect a parcel to the City of Spokane Water System. Presently, this parcel is located outside the City of Spokane's Retail Water Service Area. Prior to the City accepting an application to connect, this parcel shall be included in the City's Retail Water Service Area.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

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

**Budget Account**

**Approvals**

<b>Dept Head</b>	PALMQUIST, TAMI
<b>Division Director</b>	MACDONALD, STEVEN
<b>Finance</b>	ORLOB, KIMBERLY
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	JONES, GARRETT

**Council Notifications**

<b>Study Session\Other</b>	PIES 8/28/23
<b>Council Sponsor</b>	Wilkerson, Stratton, Cathcart

**Distribution List**

ebrown@spokanecity.org
tpalmquist@spokanecity.org
smacdonald@spokanecity.org
akiehn@spokanecity.org

**Additional Approvals**

**Purchasing**


## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Development Services Center
<b>Contact Name</b>	Eldon Brown
<b>Contact Email &amp; Phone</b>	<a href="mailto:ebrown@spokanecity.org">ebrown@spokanecity.org</a> 509-625-6305
<b>Council Sponsor(s)</b>	Betsy Wilkerson
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 15 min
<b>Agenda Item Name</b>	2023 Amendments to City's Retail Water Service Boundary
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>6 Applications are located inside the Urban Growth Area (UGA), outside the City's Retail Water Service Area (RWSA), but inside the City's Future Water Service Area. 1 Application is located outside the UGA. Applicants are requesting City water service to serve these parcels located in Spokane County. Parcels will be developed in accordance with Spokane County zoning and land-use requirements.</p> <p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• Resolutions to amend the RWSA (see attached)</li> <li>• 2023 Applications to Amend the City's RWSA – Summary of Criteria considered for each Application (see attached)</li> </ul>
<b>Proposed Council Action</b>	
<p><b>Fiscal Impact</b></p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></p> <p>Approved in current year budget?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Funding Source    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Specify funding source: <a href="#">Click or tap here to enter text.</a></p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> <p>When applicants construct water facilities to serve their developments, City will receive revenues from new customers and incur expenses to operate and maintain new public water facilities</p>	
<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? NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA	
How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?	
New additions to the City's water system will need to be evaluated (revenues versus expenditures) to determine impacts to the City's rate structure.	

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?

SMC Section 13.04.1921 – City’s Retail Water Service Area; City’s Duty to Provide Water Service;  
WAC 246-290-100 (Washington State Department of Health)



## RESOLUTION 2023-0090

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area (RWSA) to include Spokane County Parcel Number 24181.9060. and authorizing the amendment of the City's RWSA map on file with the Washington State Department of Health.

WHEREAS, pursuant to the Washington State Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten (10) years; and

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

WHEREAS, the above listed parcel has requested inclusion into the City's RWSA for consideration of future water service connection(s), subject to the City's policies and procedures for providing water service; and

WHEREAS, the above listed parcel has requested water service from the City of Spokane to support development of a new 10-acre public, County-owned and maintained community park that will provide parks and recreation services to the West Plains area in Spokane County; and

WHEREAS, the above listed parcel is located outside the Urban Growth Area (UGA) Boundary; it is zoned Rural Traditional (RT), which allows rural-oriented recreation uses; and

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

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

WHEREAS, Policy CFU 3.6 of the City’s Comprehensive Plan provides that expansion of the City’s water service outside the UGA may be allowed when such services are financially supportable at rural densities and do not permit urban development; and

WHEREAS, Policy CFU 3.6, B. City of Spokane Water Service, states:

“Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:

2c. The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services.”; and

WHEREAS, Spokane County Parcel Number 24181.9060 is located in the West Plains Pressure Zone; and

WHEREAS, while the City has determined that additional water infrastructure improvements, i.e., booster stations / tanks / transmission mains must be constructed and operating prior to approving any new request for service connection(s) in the West Plains Pressure Zone, said infrastructure has been approved by the City Council in the approved 2023-2028 Citywide Capital Improvement Program for service in a timely and reasonable manner; and

WHEREAS, A letter dated March 3, 2023, from Paul Knowles, Parks Planning, Development & Real Estate Manager – at that time, is included with this Application and it addresses water needs for development of Spokane County Parcel Number 24181.9060 into a facility that will provide public parks and recreation services; and

WHEREAS, the property owners have agreed to pay all costs associated with the extension of the water infrastructure and comply with the City’s design and construction requirements, including signing an annexation covenant; and

WHEREAS, the Spokane City Council after careful consideration, finds modification of the RWSA to include Spokane County Parcel Number 24181.9060 to be in the public interest;

--NOW, THEREFORE,

Resolution Modifying RWSA Map

BE IT RESOLVED by the City of Spokane:

1) The amendment of the RWSA Map is hereby approved to include Spokane County Parcel Number 24181.9060.

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

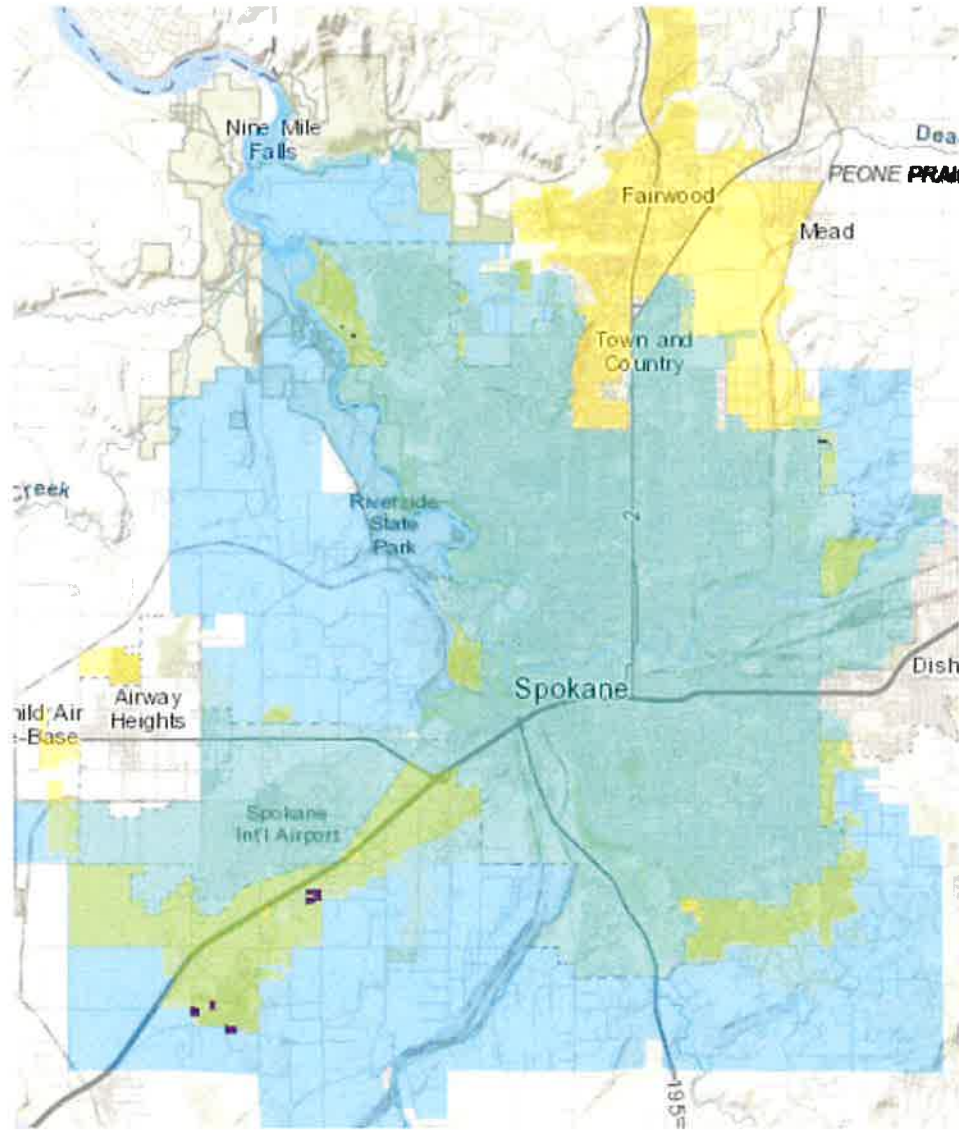
Adopted and approved by City Council \_\_\_\_\_, 2023.

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

Approved as to Form:

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

# 2023 Water Retail Service Map




**MEMORANDUM**

**CITY OF SPOKANE WATER DEPARTMENT**

DATE: April 26, 2023

TO: Loren Searl, Director – Water Department

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

SUBJ: Water Utility Consistency Review of the Spokane County Parks Application for Retail Service Area Amendment, Parcel #24181.9060

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

The subject application dated March 3, 2023, is located in the City of Spokane Future Service Area but outside of the UGA boundary and the current City of Spokane Retail Service Area. The subject parcel is approximately 10.0 acres located in West Plains Area south of I90.

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

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC. The following is a review of the subject property for consistency with these requirements for water service.

**Duty to Serve Requirement: (WSP, Section 1.9)**

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

**1. Capacity:**

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

*Analysis:* The Subject property is located in the West Plains Zone. Sufficient Capacity exists in the system to serve the proposed lot.

**2. Consistency:**

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

*Analysis:* The City Council must approve an amendment of RSA to include the property into the RSA. Additionally to extend service outside of the UGA the proposal must fall within the limitations to provide service outside of the urban growth areas outlined in CFU 3.6 of the City of Spokane Comprehensive Plan.

An existing water main is located approximately 460 feet east of the subject parcel along West Melville Road at the intersection of West Terrace Drive. A main extension would be required to provide service to the subject parcel. In compliance for consistency with the required section of the City of Spokane Comprehensive plan, CFU 3.6 B. 2. (c) states:

*The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services.*

Following the proposed use and ownership of the subject parcel the parcel may be considered consistent and inclusion into the Retail Service Area for water service could be allowed in accordance with CFU 3.6 B. 2. (c) of the City of Spokane Comprehensive Plan.

**3. Water Rights:**

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

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

**4. Timely and Reasonable:**

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

*Analysis:* An existing 6" ductile iron water main is located approximately 460 feet east of the subject parcel along West Melville Road at the intersection of West Terrace Drive that may provide service to the subject parcel. The property owner would need to construct the service at their cost to provide water service to the

subject parcel and construction shall meet all applicable rules and regulations and be consistent with all development regulations.

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

- An Annexation covenant must be signed.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.

**Additional Considerations/Circumstances:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcel in the application may be timely for an amendment to expand the RSA boundary. The subject parcel is located in the City of Spokane Future Water Service Area and adjacent to the current Retail Water Service Area and adjacent to the West Plans/Thorpe Joint Planning Area of the Urban Growth Boundary. The provisions of CFU 3.6 B. 2. (c) of the City of Spokane Comprehensive Plan provides an allowance for water main extensions for Government owned parks and recreation services and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals at their cost to connect a water service to the subject parcel meeting all applicable development regulations.

Additional documentation for consideration is attached to the subject application.

If there are any questions or if you require additional information, documentation or clarification of the consistency review please contact me at your convenience.

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

Encl:

City of  
Spokane

Planning Services  
Department



## Application to Expand the Retail Water Service Area

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

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

**Date of Application:** 3/3/23

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

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

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

### **PROPERTY INFORMATION: By City of Spokane Staff**

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







**Spokane County**  
PARKS, RECREATION AND GOLF

**MEMORANDUM**

**TO:** Eldon Brown, City of Spokane Engineer

**FROM:** Paul Knowles, Parks Planning, Development & Real Estate Manager

**DATE:** March 3, 2023

**RE:** Water Retail Service Area Expansion Application – West Plains Future Community Park Site

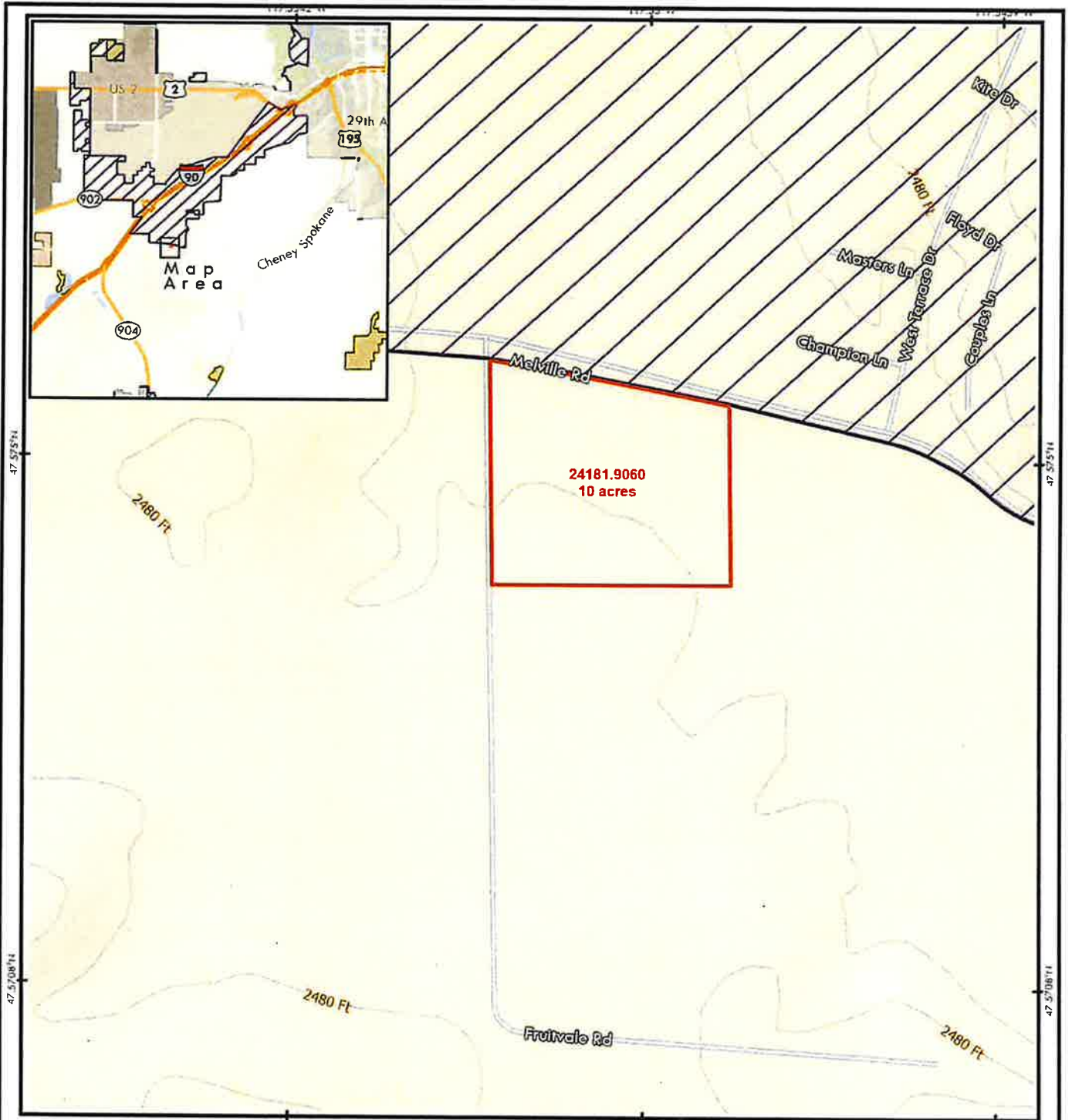
Please find enclosed our Water Retail Service Area application for the West Plains Future Community Park Site. This package includes:

- Completed Application to Expand the Retail Water Service Area;
- Legal Description of the West Plains Future Community Park Site (“West Plains Park”); and
- Map of West Plains Park.

In addition, the purpose for which water is to be used is to support a new 10-acre, public, County-owned and maintained community park serving residents of the West Plains portion of Spokane County Urban Growth Area (“UGA”).

In October 2022, Spokane County Parks, Recreation & Golf Department (“County Parks”) submitted a project to a Spokane County-issued American Rescue Plan Act (“ARPA”) Request for Proposals in the category: 2221-Negative Economic Impacts: Strong Healthy Communities – Neighborhood Features. The project, “West Plains Community Park Acquisition, Planning, and Phase 1 Design & Development,” was recommended for funding to the Board of County Commissioners, which approved said funding for the project on November 1st, 2022, Resolution No. 2022-0730. According to the adopted 2020 Spokane County Parks, Recreation & Open Space Plan (“Park Plan”), there was an estimated deficit of at least 5.33 acres of developed community parkland within the West Plains UGA – which has likely increased given the rapid residential development occurring in this part of Spokane County. On March 7<sup>th</sup>, 2023, Spokane County will have closed on a 10 acre parcel described and depicted in the attachments with a first right of refusal on an adjacent 10 acres owned by the Seller.

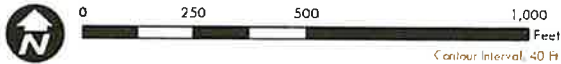
When completed, Water Plains Community Park Site will likely include features typical of a Spokane County community park, including: ball field(s), playground(s), restroom(s), off-street parking, and / or other features determined through a community planning process.



## West Plains Future Community Park Site

Spokane County Parks, Recreation & Golf Department

- West Plains Future Community Park Site
- Urban Growth Area (UGA)
- Spokane County Parks
- City of Spokane Parks
- Dept. of Natural Resources



Note: This is a GIS map showing base layers rendered for "best fit" with digital orthophotography. While every attempt is made to ensure the accuracy of this information, no warranty accompanies this map. If you have any additional questions, please contact the Spokane County Parks department at: 509.477.4730.

Map Produced March 2023



**LEGAL DESCRIPTION WEST PLAINS DEIFE PROPERTY**

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 24, NORTH, RANGE 42 EAST, OF THE WILLAMETTE MERIDIAN, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

**BEGINNING** AT THE INTERSECTION OF THE CENTERLINE OF RESURVEY OF MELVILLE ROAD WITH THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 18; FROM WHICH, THE CENTER OF SAID SECTION 18 BEARS S3°57'11"E 1349.66 FEET, MONUMENTED WITH A 3/4" IRON PIPE WITH A YELLOW PLASTIC CAP MARKED SIMPSON LS 706 ; THENCE S3°57'11"E 709.42 FEET ALONG SAID NORTH AND SOUTH CENTERLINE TO A 5/8" REBAR WITH A YELLOW PLASTIC CAP MARKED TO-ENGINEERS PLS 57444; THENCE LEAVING SAID NORTH AND SOUTH CENTERLINE S89°32'17"E 705.07 FEET TO A 5/8" REBAR WITH A YELLOW PLASTIC CAP MARKED TO-ENGINEERS PLS 57444; THENCE N3°57'26"W 586.99 FEET TO THE CENTERLINE OF THE RESURVEY OF MELVILLE ROAD; THENCE NORTHWESTERLY ALONG SAID CENTERLINE N79°25'30"W 601.92 FEET TO A POINT OF NON TANGENT CURVATURE TO THE LEFT WITH SAID CURVE HAVING A RADIUS OF 1435.73 FEET AND A CHORD OF N81°53'07"W 122.98 FEET, MONUMENTED WITH A 1/2" REBAR WITH AN ILLEGIBLE PLASTIC CAP; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°54'33" AN ARC DISTANCE OF 123.01 FEET TO THE POINT OF **BEGINNING**.

EXCEPT COUNTY ROADS;  
CONTAINING 10.000 ACRES MORE OR LESS.  
SUBJECT TO ALL RECORD DOCUMENTS.



2-25-16

RECEIVED  
*March 3, 2016*  
CITY CLERK'S OFFICE  
SPOKANE, WA

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 5200-16-03 LGL 2016-0020
TITLE: DUTY TO PROVIDE WATER SERVICE EFFECTIVE DATE: March 18, 2016 REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

1.1 The City of Spokane ("City") Water and Hydroelectric Services Department owns and operates a public water system; and is the regional water purveyor. The City has a duty to provide water to new service connections within the retail water service area, when such service is available in a timely and reasonable manner; there exists sufficient water rights to provide water service; there exists sufficient capacity to provide water service in a safe and reliable manner under Washington State Department of Health regulations; and such service is consistent with the requirements of local plans and regulations and the City's utility service extension ordinances. (WAC 246-290-106).

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to the City Water and Hydroelectric Services Department.

3.0 REFERENCES

- RCW 35.92.020
- RCW 36.70A.030
- RCW 36.70A.110
- WAC 246-290-106
- WAC 246-290-108
- City of Spokane Comprehensive Plan CFU 3.6
- Comprehensive Water System Plan figure 1.8.0a
- SMC 13.04.1921
- SMC 13.04.1922

4.0 DEFINITIONS

None

## 5.0 POLICY

- 5.1 Domestic water service is a rural and urban governmental service and the City of Spokane is the regional water purveyor. Therefore the City has a duty to provide service to new water service connections within its retail water service area as outlined in the Comprehensive Water System Plan when:
- a. Water service is available in a timely and reasonable manner;
  - b. There exist sufficient water rights available to provide water service;
  - c. There is sufficient capacity to serve in a safe and reliable manner per the Department of Health rules and regulations; and
  - d. Extension of service is consistent with the requirements of local plans and regulations, including the City's Water System Plan and utility service extension ordinances.
- 5.2 City water service is intended to provide for the needs of the residents of the City and for residents outside the City who are within the City's Retail Service Area. Pursuant to RCW 35.92.020, the City may enter into agreements for extension of water service outside the City's boundaries upon terms and conditions, when there is a determination that such extension will not overload or imperil the City's water system, including domestic and fire flow pressure, supply resources and municipal water rights, all as may be needed by current or future city customer needs, and are subject to any other applicable laws or regulations. (SMC 13.04.1922). Therefore, customers outside the City must complete an annexation covenant and service agreement as a condition of water service.
- 5.3 The City's Comprehensive Water System Plan provides for extension of water service beyond the City's boundaries and inside the Retail Service Area as identified in Chapter 1, Figure 1.6.1
- 5.4 Request for City Water Service outside the existing Retail Service area as identified in the Comprehensive Water System Plan in Chapter 1, Figure 1.6.1 are dependent upon the completion of the City's Application and Certificate of Water Availability form. Changing the Retail Water Service boundaries to provide water service to areas outside the current Retail Water Service Area requires a City Council approved amendment to the City's Water System Plan.
- 5.5 The City's comprehensive plan provides that it is appropriate to extend or expand water services outside the UGA in limited circumstances which are shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development. (CFU 3.6; RCW 36.70A.110(4)).

## 6.0 PROCEDURE

- 6.1 Analysis Needed For Requests To Provide Water Service.

6.1.1 Requests Inside City Boundaries:

Duty to Serve

6.1.2 Outside City boundaries - Inside Retail Water Service Area:

Duty to Serve Inside Water Service Area Subject To Limitations:

- a. Water service is available in timely and reasonable manner as determined by City Utility;
- b. There are sufficient water rights to provide water service;
- c. There is sufficient capacity to serve in a safe and reliable manner;
- d. It is consistent with requirements of local plans and regulations and the City's Water System Plan and utility service extension ordinances;
- e. Annexation covenant must be signed, as applicable;
- f. Written contract with cost allocation, indemnity and all applicable liabilities; and
- g. Developer agrees to pay one hundred percent (100%) costs of construction; liability; indemnification; permitting without sewer and all applicable liabilities.

6.1.3 Outside City Boundaries – Prior Commitment to Serve Inside Future Service Area:

The City will honor prior commitments for water service. In the case of a prior commitment for water service, the vested water capacity exists with the commitment and the parcels included in the prior commitment will be included in the retail water service area and service will be analyzed and provided pursuant to paragraph 6.1.2.

6.1.4 Outside Retail Water Service Area – Inside Future Water Service Area:

The City will evaluate any new requests for retail water service which are outside the City's retail water service area within 120 days of the request or as prescribed by State Law, pursuant to the flow chart for retail water service requests, as attached hereto.

It is the policy of the City to ensure that requests for expansion of the Retail Service Area be considered at least annually.

No Duty to Serve outside Retail Service Area unless amend Retail Service Area:

- a. Amendment to Retail Service Area requires a City Council approved amendment to the Water System Plan/Retail Service Area.
- b. Amended Water System Plan is subject to approval by Department of Health.
- c. Extension of service necessary to protect basic health / safety / environment and does not conflict with GMA requirements.

6.1.5 Outside Water Service Area:

No Duty to Serve

Wholesale Water Supply Agreement or Interlocal Agreement subject to City Council approval.


7.0 RESPONSIBILITIES

The City of Spokane Water and Hydroelectric Services Department shall administer this policy.

8.0 APPENDICES

Water Service Area Chart  
Flow Chart for Retail Water Service Requests

APPROVED BY:

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

3/3/16  
 \_\_\_\_\_  
 Date

Scott Simmons  
 \_\_\_\_\_  
 Director - Utilities

3/3/16  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 City Administrator

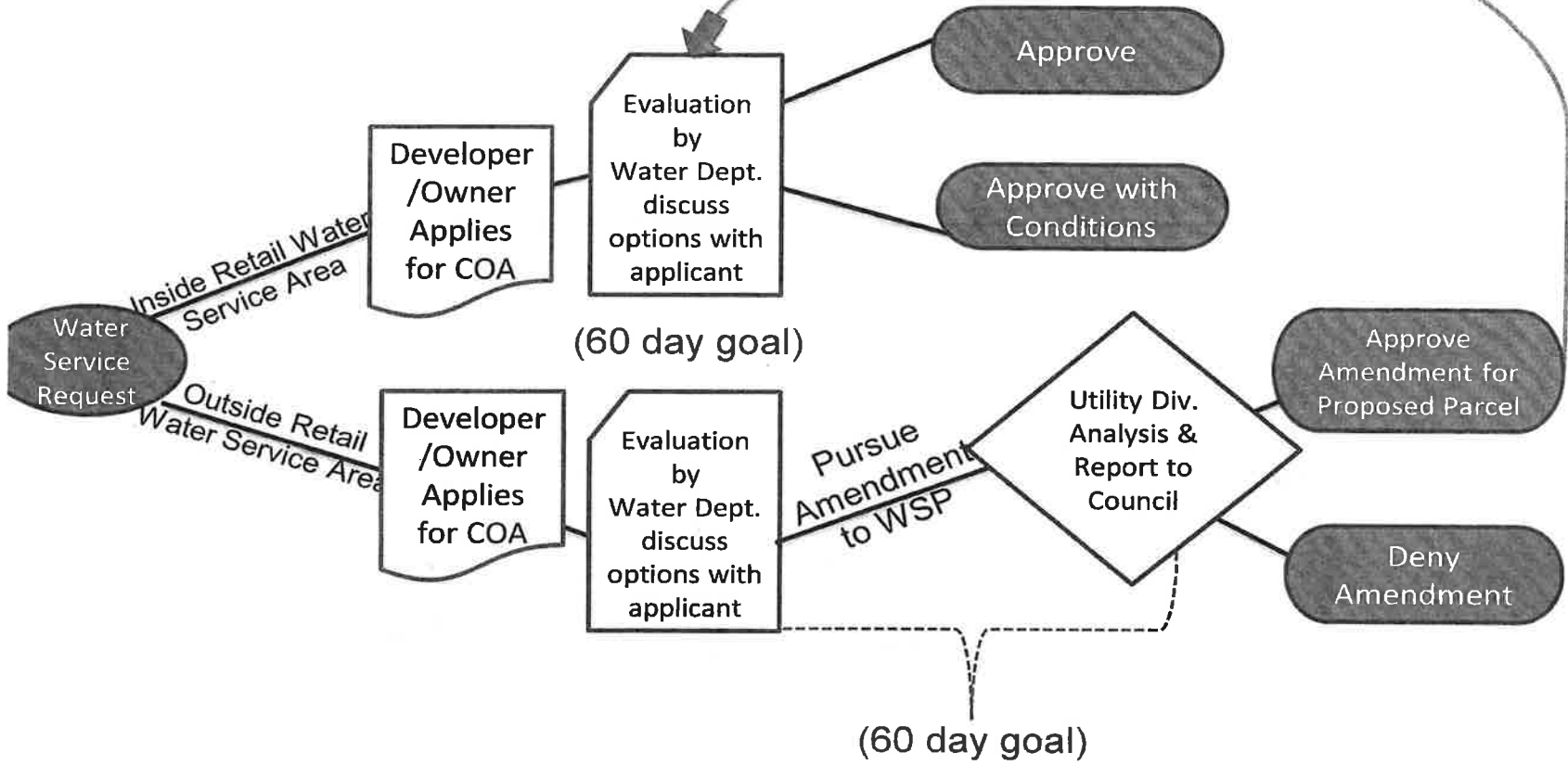
3/3/16  
 \_\_\_\_\_  
 Date



Water Service Areas:

<b>Inside City Boundaries</b>	<b>Outside City boundaries – Inside Retail Water Service Area</b>	<b>Outside Retail Water Service Area</b>	<b>Outside Water Service Area Wholesale Water Service Agreements</b>
<p>Duty To Serve</p>	<p>Duty To Serve inside water service area – subject to limitations:</p> <ol style="list-style-type: none"> <li>1. Water is available in timely and reasonable manner as determined by City Utility</li> <li>2. Sufficient water rights available to provide water service</li> <li>3. Sufficient capacity to serve in safe and reliable manner</li> <li>4. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances</li> <li>5. Annexation covenant must be signed</li> <li>6. Written contract with cost allocation, indemnity, applicable liabilities</li> <li>7. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer</li> </ol>	<p>No Duty To Serve outside Retail Water Service Area unless:</p> <ol style="list-style-type: none"> <li>1. City Council approves amendment of RSA</li> <li>2. Requires DOH approval</li> </ol> <p>Can serve after amendment:</p> <ol style="list-style-type: none"> <li>3. Water is available in timely and reasonable manner</li> <li>4. Sufficient water rights available to provide water service</li> <li>5. Sufficient capacity to serve in safe and reliable manner</li> <li>6. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances including Water System Plan and service area boundaries</li> <li>7. Annexation covenant must be signed</li> <li>8. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities</li> <li>9. Extension of service is necessary to protect basic health/safety/environment</li> </ol>	<p>No Duty to Serve</p> <p>Wholesale / water supply agreement or interlocal agreement subject to City Council approval.</p> <p>Sufficient water rights to provide water service</p> <p>Sufficient capacity to serve in safe and reliable manner</p> <p>Consistent with requirements of local plans and regulations and the City's utility service extension ordinances and Water System Plan</p> <p>Subject to approval by the Department of Health</p> <p>AND</p> <p>May Require an amendment to the Water System Plan</p>

# Flow Chart for Retail Water Service Requests



Proposed, Jan. 2015

also take into consideration any possible environmental or health issues associated with regional utility corridors.

### **CFU 3.4 Natural and Man-Made Disasters**

*Continue to participate in a coordinated regional plan for the provision of public services in the event of natural or man-made disasters.*

### **CFU 3.5 Uniformity of Standards**

*Collaborate with Spokane County to ensure that the City of Spokane's engineering, land use and related level of service standards are applied throughout the adjacent Urban Growth Area (UGA).*

**Discussion:** Regardless of which jurisdiction administers development in the unincorporated portions of the city's UGA, it is imperative that engineering standards, land use patterns and development densities correspond to city standards so that services may be provided by the city in an efficient and cost effective manner once those lands are annexed by the city.

### **CFU 3.6 Limitation of Services Outside Urban Growth Areas**

*Limit the provision of water and sewer service by the City of Spokane outside Urban Growth Areas (UGAs) to areas where exceptions apply.*

**Discussion:** It is appropriate for the City of Spokane to extend or expand water and sewer services outside UGAs in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development. (RCW 36.70A.110(4)). The intent of this policy is to provide for connection and/or expansion of the city's public utility infrastructure outside Urban Growth Areas in limited situations consistent with the Growth Management Act and the County Wide Planning Policies for Spokane County, where the long term viability of the city and the health and safety of residents of the rural areas are balanced with maintaining the character of the rural areas and sound planning principles.

Provision of services outside the Urban Growth Area shall meet the following requirements:

- A. City of Spokane Sewer Service
  1. Sewer Service Connections. Sewer Service Connections to property outside UGAs will be approved only if the connection is to existing infrastructure with surplus capacity, and one or both of the following conditions for exception exists:



- a. The Spokane Regional Health District or the Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
  - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.
  - c. Contingent upon mutual agreement of the City Council and the Board of County Commissioners, sewer service outside designated urban growth areas may be allowed for the purpose of protecting the sole source Aquifer, subject to additional conditions and as allowed by state law.
2. Sewer Main Extensions. Any mains extended outside UGAs after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's sewer utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in 1. (a.), (b.), and (c.) above.
- B. City of Spokane Water Service. Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:
1. Water Service Connections. Service connections outside a UGA may be allowed only under the following conditions:
    - a. Connections required under 2.(a), (b), (c), and (d) below;
    - b. Connections may be allowed to parcels directly adjacent to a main if the parcel existed and the main was installed prior to May 31, 2001, or the main is located along a UGA boundary.
  2. Water Main Extensions
    - a. The Spokane Regional Health District or Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
    - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.



- c. The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services.
  - d. The main may supply service to a Rural Cluster Development approved by the County within an area zoned Urban Reserve subject to the platted streets directly bordering each lot meeting city Standards and sewer mains being installed in these platted streets concurrent with water main installations. If conditions 1 and 2 in Section A are not met, the sewer mains shall be "dry lines" until connections are allowed by State Law and orders to connect are issued by the city as addressed in Section C.
  - e. All costs associated with the extension of water infrastructure subject to this policy will be borne by the proponent.
  - f. Any water infrastructure extended or located outside a UGA after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's water utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in (a), (b), (c), (d), and (e) above.
- C. General Provisions. All owners of property outside UGAs that are allowed to connect to the city's utilities shall sign a binding agreement to annex when requested to do so by the city. In the case of connections to the Water Utility only, the binding agreement shall also provide that the property owner agrees to connect to the City of Spokane's sewer system at the property owner's sole expense when requested to do so by the city. In addition, all exceptions shall be considered within the context of overall cumulative impacts on capacity and level of service obligations in accordance with the city's Capital Facilities Program, Six-Year Capital Improvement Plans and Concurrency Management System. Except for the limited exceptions addressed herein, the rural population allocation shall be accommodated without reliance on the extension of public services.

This policy does not limit the city's authority to impose additional conditions, require a developer agreement that includes a requirement for payment of



mitigation fees, or modify existing conditions on extensions of water or sewer service outside of urban growth areas.

In all cases, water or sewer service can be extended only if:

1. It can be done in a timely and reasonable manner; and,
2. Ground water resources and the sole source Aquifer can be protected by concurrently connecting the premise to a public sewer or reasonable accommodations are made to connect to a public sewer as soon as allowed by law; and,
3. A developer agreement incorporating mitigation requirements is approved by City Council.

*See City of Spokane Water System Plan.*

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## CFU 4 SERVICE PROVISION

**Goal: Provide public services in a manner that facilitates efficient and effective delivery of services and meets current and future demand.**

---

### Policies

#### CFU 4.1 Compact Development

*Promote compact areas of concentrated development in designated centers to facilitate economical and efficient provision of utilities, public facilities, and services.*

**Discussion:** Infill and dense development should be encouraged where excess capacity is available since compact systems are generally less expensive to build and maintain.



#### CFU 4.2 Access to Utility Easements

*Require that subdivision and building regulations protect and preserve access to utility easements.*

**Discussion:** In order to facilitate timely repair and reduce the duration of power outages, it is important that access to electrical, cable, and telephone transmission facilities be available and unobstructed at all times.





**Agenda Sheet for City Council Meeting of:**  
10/30/2023

<b>Date Rec'd</b>	10/17/2023
<b>Clerk's File #</b>	RES 2023-0093
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR 2023-1095
<b>Project #</b>	
<b>Bid #</b>	SOLE SOURCE RESOLUTION
<b>Requisition #</b>	CR 25549

<b>Submitting Dept</b>	FLEET SERVICES
<b>Contact Name/Phone</b>	RICK GIDDINGS 625-7706
<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	5100 - SOLE SOURCE RESOLUTION & CONTRACT-CLEAN ENERGY FOR CNG SITE MAINT

**Agenda Wording**

Approve five (5) year Sole Source Resolution and one-year contract with four (4) one year renewals with Clean Energy Fuels for the maintenance and repair of Solid Waste Collection's CNG Fueling Site - not to exceed \$250,000.00 per year.

**Summary (Background)**

Clean Energy has been our sole source maintenance provider since the fueling site was built and is the only certified supplier of parts and service for the IMW compressors that are installed at the site. We have renegotiated a service schedule that will not affect the function of the site but will save approximately \$70,000 per year compared to previous years. The contract is based on CNG/RNG usage

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense	\$ 250,000.00
Select	\$
Select	\$
Select	\$

**Budget Account**

#	5100-71600-48348-54201-55681
#	
#	
#	

**Approvals**

<b>Dept Head</b>	GIDDINGS, RICHARD
<b>Division Director</b>	WALLACE, TONYA
<b>Finance</b>	ORLOB, KIMBERLY
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	JONES, GARRETT

**Council Notifications**

<b>Study Session\Other</b>	F&A 10/16/23
<b>Council Sponsor</b>	Stratton; Kinnear
<b>Distribution List</b>	tprince@spokanecity.org
	chad.lindholm@cleanenergyfuels.com

**Additional Approvals**

<b>Purchasing</b>	PRINCE, THEA

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Fleet Services
<b>Contact Name</b>	Rick Giddings
<b>Contact Email &amp; Phone</b>	<a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a> 509-625-7706
<b>Council Sponsor(s)</b>	CM Stratton
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	5100 - Contract with Clean Energy for CNG Site Maintenance
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to contract with Clean Energy Fuels for the maintenance and repair of Solid Waste Collection's CNG Fueling Site. Clean Energy has been our sole source maintenance provider since the fueling site was built and is the only certified supplier of parts and service for the IMW compressors that are installed at the site. We have renegotiated a service schedule that will not affect the function of the site but will save approximately \$70,000 per year compared to previous years. The contract is based on CNG/RNG usage, so the yearly expenditure is estimated to be no higher than \$225,000 per year. This is a yearly contract with optional renewals for up to 5 years.
<b>Proposed Council Action</b>	Contract Approval
<b>Fiscal Impact</b>	
Total Cost: <u>225,000</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Fleet Services Fund	
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? None Identified	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Fleet Services collects fuel cost data to determine viability.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Centralized Fleet Policy.	



SOLE-SOURCE RESOLUTION

A RESOLUTION declaring CLEAN ENERGY dba CLEAN ENERGY CORP (Newport Beach, CA) a sole-source provider and authorizing the City to enter into a contract for repairs and maintenance of the City of Spokane CNG Refueling Station to be used on an “as needed” basis for a five (5) year period (1 year with four (4) optional one-year renewals) approximately \$250,000.00 annually without public bidding.

WHEREAS, Clean Energy installed the City of Spokane’s CNG Refueling System and has been maintaining it since; and

WHEREAS, in 2019 Fleet and Purchasing conducted market research to identify other potential vendors who could supply the same service and non were identified; and

WHEREAS, IMW, the manufacturer of the compressors at the CNG site, has provided documentation stating Clean Energy is the only certified supplier of parts and service for their equipment, and

WHEREAS, the estimated annual expenditure for repairs and maintenance of the City of Spokane’s CNG Refueling System exceeds the 2023 public bid limit of \$50,000

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the repair and maintenance of the City’s CNG Refueling System a sole-source through Clean Energy.; and

BE IT FURTHER RESOLVED that the City Council authorizes a one (1) year contract with four (4) optional one-year renewals for the repair & maintenance of the City’s CNG Refueling System on an “as needed” basis - \$250,000 annually, without public bidding.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

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

Approved as to form:

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



**CITY OF SPOKANE**

**PURCHASED SERVICE CONTRACT**

Title: **OPERATION AND MAINTENANCE SERVICES FOR CNG SITE**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CLEAN ENERGY dba CLEAN ENERGY CORP. IN WASHINGTON**, whose address is 4675 MacArthur Court, Suite 800, Newport Beach, California 92660 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

**1. PERFORMANCE/SCOPE OF WORK.**

For the City's CNG station location at 915 North Nelson Street, Spokane, Washington 99202 (the "Station"), the Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Sole Source Resolution, RES 2023-0093, which is included as the first page of this document, and in accordance with Contractor's September 15, 2023 Proposal, which is attached as Exhibit B (collectively, along with this City Purchased Service Contract the "Contract Documents"). In the event of a conflict or discrepancy in the Contract Documents, this City Purchased Service Contract (the "Contract") controls.

Contractor must submit a record of work performed to include labor, hours, and parts to the City within 72 hours of completion.

**2. TERM OF CONTRACT.**

The term of this Contract begins on October 1, 2023, and shall run through September 30, 2024, unless amended by written agreement or terminated earlier under the provisions. This Contract may be extended by written agreement of the parties not to exceed four (4) additional one year contract periods.

**3. TERMINATION.**

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

**4. COMPENSATION / PAYMENT.**

Total compensation for Contractor's services under this Contract shall not exceed **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**, not including sales tax if applicable, in accordance with Contractor's rate structure, as set forth in Exhibit B, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor shall submit its applications for payment to Spokane Fleet Services, Administration Office, 915 North Nelson Street, Spokane, Washington 99202. Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every reasonable effort to settle the disputed amount.

The City agrees that it shall consume at least 20,000 Diesel Gallon Equivalents (DGEs) of CNG from the Station during each month for the term of this Contract, and in the event the City does not consume 20,000 DGEs of CNG from the Station during a given month, the City shall be charged for 20,000 DGEs. For example, using the applicable fee rate set forth in Exhibit B, if the City consumes less than 20,000 DGEs from the Station during a given month during the first year of the term of this Contract (i.e., prior to any CPI annual increases) the City shall be charged 20,000 x \$0.48 plus applicable taxes.

In the event that the City fails to make payments in a timely manner. Contractor may suspend any and all services provided under this Contract, until such time as the City brings payments current. Any costs related to repairs, replacements, or rebuilds due to Station damage caused by the City's negligence or willful misconduct shall be billed to the City at Contractor's then-existing time and materials rates.

#### **5. WAGES.**

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

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

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

#### **7. PUBLIC WORKS REQUIREMENTS.**

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

#### **8. INSURANCE.**

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

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

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

i insurance coverage limits required in this Contract; and

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

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

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

## 9. INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Contract, 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 Contract.

## 10. TAXES, FEES AND LICENSES.

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

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

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

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

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

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

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

**13. DEBARMENT AND SUSPENSION.**

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

**14. AUDIT.**

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

**15. ASSIGNMENT AND SUBCONTRACTING.**

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

**16. STANDARD OF PERFORMANCE.**

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

**17. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

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

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).

**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 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.

**19. MISCELLANEOUS PROVISIONS.**

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

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. Without limiting the generality of this paragraph, the Contractor shall comply with the requirements of this Section.

C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Contract:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire Contract between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes,

ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.

H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.

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

**CLEAN ENERGY dba CLEAN ENERGY  
CORP. IN WASHINGTON**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

- Exhibit A – Certification Regarding Debarment
- Exhibit B - Contractor's September 15, 2023 Proposal
- Certification of Compliance with Wage Payment Statutes

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

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

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

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

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

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

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

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





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

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

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

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

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

\_\_\_\_\_  
Bidder's Business Name

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

*Check One:*

Sole Proprietorship  Partnership  Joint Venture  Corporation

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

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

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



September 15, 2023

Richard Giddings  
Fleet Services Director  
City of Spokane  
915 North Nelson  
Spokane, WA 99202

**Re: CNG Fueling Station Operations & Maintenance (O&M) Contract Renewal - Biweekly**

Dear Mr. Giddings,

Clean Energy appreciates the opportunity to continue serving as the City of Spokane's CNG maintenance provider. Our comprehensive O&M program ensures all CNG equipment operates within OEM specifications, and City employees have a safe, reliable fueling operation.

The O&M program provides bi-weekly inspections, 24/7 customer support line and an onsite emergency response time within 6 hours. All recommended maintenance and repairs, including parts and labor, remote monitoring, and emergency callouts are included. The City is only responsible for damage caused by its own negligence and weekly checks in between Clean Energy site inspections. Weekly checks to be determined following the completion of Site Operations Awareness Training.

As you know, The City's current rate structure is \$0.625 per Diesel Gallon Equivalent (DGE) with weekly service. Over the past 12 months, the station has dispensed approximately 27,444 DGEs per month. The addition of 13 trucks is expected to increase this monthly usage to approximately 35,000 DGEs per month. Below is a revised cost structure assuming two (2) preventative maintenance visits per month.

Operations & Maintenance Cost Structure	
Monthly Volume* (DGE)	O&M Fee** (DGE)
20,000 - 35,000	\$0.48
35,001 – 50,000	\$0.43
>50,001	\$0.38

*\*Minimal volume commitment of 20,000 DGEs*

*\*\*O&M fee subject to annual CPI increase and does not include cost of electricity, cost of natural gas commodity or taxes.*

**Clean Energy**

4675 MacArthur Court, Suite 800  
Newport Beach, CA 92660  
949.437.1000

[CleanEnergyFuels.com](http://CleanEnergyFuels.com)



Please advise if the City accepts this increased rate structure for a period of 1 year with four (4) single year options. If you have any questions regarding this proposal, I can be reached at (480) 340-4039 or michael.haag@cleanenergyfuels.com

Clean Energy looks forward to continuing to service the City's station. Thank you in advance for your consideration.

Sincerely,

*Mike Haag*

Mike Haag  
Account Manager, Western Region

Encl. IMW CLNE Agreement – Jul 2022

**Clean Energy**

4675 MacArthur Court, Suite 800  
Newport Beach, CA 92660  
949.437.1000

[CleanEnergyFuels.com](http://CleanEnergyFuels.com)

Clean Energy Compression  
Unit #610 - 44688 South Sumas Road  
Chilliwack, BC, Canada V2R 5M3



11 July, 2022

To whom it concerns,

IMW Industries Ltd. (dba Clean Energy Compression) (IMW) has engaged Clean Energy (CE) as the exclusive provider of sales, distribution, commissioning and service of all vehicle transportation products in the United States of America and Canada.

Regards,

A handwritten signature in blue ink, appearing to read "Colm", is written above a horizontal line.

Colm Murphy  
General Manager

# 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:** 9/28/23      **Type of expenditure:**    Goods     Services

**Department:** Fleet Services

**Approving Supervisor:** Rick Giddings

**Amount of Proposed Expenditure:** \$225,000  
 Is this against a master agreement? If yes, please provide the number:

**Funding Source** Fleet Services Fund

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

**Why is this expenditure necessary now?**

This is a new contract with the existing vendor for repairs and maintenance to the CNG Fueling site.

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

Potential interruption of fueling for CNG Refuse trucks.

**What alternative resources have been considered?**

Clean Energy is the only supplier of service and parts for the IMW compressors at the site. No alternative is available.

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

This is an all inclusive maintenance contract for upkeep and emergency repairs to our CNG fueling equipment. We have negotiated a reduced PM schedule that will not affect function but will save approximately \$70,000 over previous years.

**Person Submitting Form/Contact:** Rick Giddings

**Division Director:**

*Tonya Wallace*

**CFO Signature:**

*Tonya Wallace*

**City Administrator Signature:**

*[Signature]*

**Additional Comments:**

This is slated for consent at the October 16 F&A Committee.









# Clean Energy ECF

Final Audit Report

2023-10-02

Created:	2023-09-28
By:	Richard Giddings (rgiddings@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_nUp_qgnode0DUUsLi_CcZBP7MZyylyfv

## "Clean Energy ECF" History

-  Document created by Richard Giddings (rgiddings@spokanecity.org)  
2023-09-28 - 7:32:49 PM GMT- IP address: 198.1.39.252
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
2023-09-28 - 7:34:17 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
2023-09-28 - 8:15:56 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
Signature Date: 2023-09-28 - 8:16:37 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature  
2023-09-28 - 8:16:39 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)  
2023-09-30 - 4:49:50 AM GMT- IP address: 104.28.116.108
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)  
Signature Date: 2023-10-02 - 9:33:06 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.  
2023-10-02 - 9:33:06 PM GMT



**Agenda Sheet for City Council Meeting of:**  
10/30/2023

<b>Date Rec'd</b>	9/29/2023
<b>Clerk's File #</b>	ORD C36454
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<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>	First Reading Ordinance
<b>Agenda Item Name</b>	4700 - SOLAR PERMIT FEES

**Agenda Wording**

An ordinance relating to the waiver of certain permitting fees for solar energy systems and electric vehicle charging stations set forth Spokane Municipal Code and adding fees, amending SMC 08.02.031, SMC 08.02.034, SMC 15.05.040, and SMC 15.05.05

**Summary (Background)**

In an effort to support and encourage renewable energy within the City of Spokane, Council approved an ordinance on March 5, 2018, which waived the building and construction permit fees related to the installation of solar energy systems. In the recent years the number of solar permits has increased significantly. This places a burden on the DSC and Fire Dept. to perform this work while not being adequately compensated.

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>	PALMQUIST, TAMI	<b>Study Session\Other</b>	PIES 2/27/23, Finance 4/17/23
<b>Division Director</b>	MACDONALD, STEVEN	<b>Council Sponsor</b>	CM Bingle, CM Cathcart
<b>Finance</b>	ORLOB, KIMBERLY	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE	tpalmquist@spokanecity.org	
<b>For the Mayor</b>	JONES, GARRETT	idah@spokanefire.org	
<b>Additional Approvals</b>		jrichman@spokanecity.org	
<b>Purchasing</b>		smacdonald@spokanecity.org	
		akiehn@spokanecity.org	

# Agenda Sheet

## Public Safety & Community Health Committee

<b>Submitting Department</b>	Development Services Center & Fire Department											
<b>Contact Name</b>	Tami Palmquist & Lance Dahl											
<b>Contact Email &amp; Phone</b>	<a href="mailto:tpalmquist@spokanecity.org">tpalmquist@spokanecity.org</a> , 625-6157 <a href="mailto:idahl@spokanecity.org">idahl@spokanecity.org</a> , 625-7040											
<b>Council Sponsor(s)</b>	CM Bingle, CM Cathcart											
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10 min											
<b>Agenda Item Name</b>	Solar Permit Fees											
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>In an effort to support and encourage renewable energy within the City of Spokane, Council approved an ordinance on March 5, 2018, which waived the building and construction permit fees related to the installation of solar energy systems.</p> <p>In the recent years the number of solar permits has increased significantly. This places a burden on the DSC and Fire Dept. to perform this work while not being adequately compensated.</p>											
	<table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 10%;">2019</th> <th style="width: 10%;">2020</th> <th style="width: 10%;">2021</th> <th style="width: 10%;">2022</th> <th style="width: 10%;">2023</th> </tr> </thead> <tbody> <tr> <td style="background-color: #ffffcc;"><b>Solar Permits</b></td> <td style="text-align: center;">73</td> <td style="text-align: center;">82</td> <td style="text-align: center;">221</td> <td style="text-align: center;">605</td> <td style="text-align: center;">435 YTD</td> </tr> </tbody> </table>		2019	2020	2021	2022	2023	<b>Solar Permits</b>	73	82	221	605
	2019	2020	2021	2022	2023							
<b>Solar Permits</b>	73	82	221	605	435 YTD							
<b>Proposed Council Action</b>	Repeal SMC 15.05.040 Solar Energy Systems item B. permit fee waiver.											
<b>Fiscal Impact</b>												
Total Cost: <u>No cost</u>												
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A												
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring												
Specify funding source: N/A												
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring												
Other budget impacts: (revenue generating, match requirements, etc.) See Attachments												
<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? None.												
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? We do not collect data on disparities.												
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The departments will continue to collect permit record data that can be compiled at any time to see if the impact of reinstating the fees results in a reduction of permits being pulled.												
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? Having the departments operate at a loss puts the City at risk of not being able to deliver services at the level citizens deserve.												



The actual **Permit/Inspection** and **Plan Review Fees** shown in the Job Value Examples will vary in accordance with the existing sliding scale identified in [SMC 08.02.031\(A\)](#).

The **Flat Fee Proposal** will require updates to [SMC 08.02.031](#) as a separate Solar Permit/Inspection Fee does not currently exist.

- Prior to the Solar Fee Waiver adopted under [SMC 15.05.040](#), building permits required in association with the Electrical Solar Permit were based on the Job Value.
- The **\$75 Plan Review Fee** proposed is based on the SMC 08.02.031(C)(5) for an estimated 1hr or less of plan review and the associated overhead costs determined during our 2008 Fee Study and is on par with the Residential Job Value Review Fee for the estimated average job value.
- The **\$150 Permit Inspection Fee** proposed would be equal to the Single-Family Residence Safety Inspection Fee for 2-or-more trade categories. (See [SMC 08.02.031\(S\)\(3\)](#))
  - This fee should be sufficient for most installations and the 2-3 inspection visits likely to be required for solar installations.
  - This fee also keeps our fees competitive with those of the County whose fees are \$190-\$290 depending on mounting method + a separate electrical permit applied for through L&I.

Separate Building and Electrical Inspections are required which previously involve the need for multiple permits. We have combined the Building and Electrical Permits into a single Solar Permit *similar to our Sign Permits* to provide customers with a simpler process and save them from paying the extra \$25.00 processing fee for the extra permit.

The **Energy Storage System (ESS) Fee** does not currently exist and is being requested due to increased demand for these and recognition of the need to inspect them in accordance with IRC 324 and NFPA 70. ESS may include batteries and require ventilation, protection from vehicle impact, appropriate UL Listing, and commissioning.

Staff has been working with **SolarApp+** to bring a simplified review process to our community for residential installations. This will allow residential solar contractors to apply directly to SolarApp+ for an almost instant review at a \$25 fee paid directly to SolarApp+. Once approved they will enter their approval code into our permit system, therefore bypassing plan review and going straight to inspection. No additional review fees will be required if the contractor chooses to use SolarApp+. We hope to have this live by the end of the year.

## ORDINANCE NO. C36454

An ordinance relating to the waiver of certain permitting fees for solar energy systems and electric vehicle charging stations set forth in the Spokane Municipal Code and adding fees, amending SMC 08.02.031, SMC 08.02.034, SMC 15.05.040, and SMC 15.05.050.

**WHEREAS**, the City of Spokane's Sustainable Action Plan was adopted in 2009; and

**WHEREAS**, the City of Spokane's Sustainable Action Plan identifies renewable energy as a strategy to improve efficiency and sustainability; and

**WHEREAS**, in 2018, the City worked with local energy experts to adopt a goal of 100% renewable electricity by 2030; and

**WHEREAS**, the City of Spokane City Council adopted two new sections 15.05.040 and 15.05.050 of the Spokane Municipal Code with the inclusion of a fee waiver to incentive the use of renewable energy sources; and

**WHEREAS**, when this ordinance was considered the City Council at the time did not complete a financial impact assessment of the Development Services Center enterprise fund, or identify a funding source to make the enterprise fund whole.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That section 15.05.040 of the Spokane Municipal Code is hereby amended as follows:

### Section 15.05.040 Solar Energy Systems

A. The City of Spokane is committed to increasing the use of renewable energy citywide to become more resilient and reduce reliance on fossil-fuel based energy.

~~((B. ——— All City of Spokane building and construction permit fees imposed in connection with the installation of a solar energy system pursuant to [chapter 08.02, SMC](#) shall be waived until the majority of energy sourced in Washington state is derived from renewable resources. The permit fee waiver is limited to the building and construction of a solar energy system. The permit fee waiver does not apply to permits and fees not connected to the solar energy system.))~~

**Section 2.** That section 15.05.050 of the Spokane Municipal Code is hereby amended as follows:

### Section 15.05.050 Electric Vehicles

A. The City of Spokane is committed to increasing the purchase, conversion to, and use of alternative vehicle fuels such as biodiesel, natural gas, and electricity.

~~((B. All City of Spokane building and construction permit fees required for the installation of an electric vehicle charging stations shall be waived until the majority of energy sourced in Washington state is sourced from renewable resources.))~~

B. The City of Spokane shall assist the Spokane Regional Transportation Council, Spokane Transit Authority, and county and regional governments to transition to electric fleet and other renewable energy-powered public transit options.

**Section 3.** That section 08.02.031 of the Spokane Municipal Code is hereby amended as follows:

[Section 08.02.031](#) Building Code

A. Building Permit.

Building permit fees are based on the value of the work to be done as follows:

VALUE OF WORK

(in dollars)

FEE

(in dollars)

1 – 500

28.00

501 - 2,000

28.00 plus 3.00 for each 100 over 500

2,001 - 25,000

73.00 plus 13.00 for each 1,000 over 2,000

25,001 - 50,000

372.00 plus 10.00 for each 1,000 over 25,000

50,001 - 100,000

622.00 plus 7.00 for each 1,000 over 50,000

100,001 - 500,000

972.00 plus 5.00 for each 1,000 over 100,000

500,001 - 1,000,000

2,972.00 plus 4.00 for each 1,000 over 500,000

1,000,001 - 99,999,999

4,972.00 plus 3.00 for each 1,000 over 1,000,000

B. Valuation.

1. The value of construction for purposes of calculating the amount of the fee is determined by using the:
  - a. most current building valuation data from the International Code Council (ICC) as published and updated by the ICC twice annually; or
  - b. contract valuation, whichever is greater.
2. "Gross area" when used in conjunction with the ICC building valuation data to determine valuation of a project is the total area of all floors, measured from the exterior face, outside dimension, or exterior column line of a building, including basements and balconies but excluding unexcavated areas.
3. The fee is based on the highest type of construction to which a proposed structure most nearly conforms, as determined by the building official.
4. For roofing permits, the value is determined to be:
  - a. one hundred fifty dollars per square for recovering roofs;
  - b. two hundred dollars per square for roofing projects when existing layers of roofing are torn off and a new layer is installed;
  - c. two hundred fifteen dollars per square for roofing projects when existing layers of roofing are torn off, new sheeting is installed, and a new layer of roof is installed;

d. or the contract valuation if it is greater.

C. Building Plan Review.

1. Plan review fees are sixty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for:
  - a. all commercial building permits;
  - b. all industrial building permits;
  - c. all mixed use building permits; and
  - d. new multi-family residences with three or more units.
2. Plan review fees are one hundred percent of the building permit fee as calculated from the table for fast-track projects.
3. Plan review fees are twenty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for new:
  - a. single-family residences; and
  - b. duplexes.
4. Plan review fees are twenty-five dollars for:
  - a. new buildings that are accessory structures for single-family residences and duplexes to include garages, pole buildings, greenhouses, sheds that require a permit, etc.; and
  - b. additions to existing single family residences and duplexes to include living space, garages, sunrooms, decks, etc.
5. Plan review fees for additional review required by changes, additions, or revisions to plans are seventy-five dollars per hour or fraction thereof.
6. The building official may elect to assess plan review for remodeling single family residences and duplexes when required. This amount will be not be higher than the twenty-five percent of the building fee as calculated in the table rounded to the nearest whole dollar charged on a new single-family residence or duplex.

D. Demolition

Demolition permit fees are:

1. Single-family residence, duplex and accessory structures: Thirty-five dollars each.
2. Other structures: Thirty-five dollars for every thousand square feet, to a maximum fee of three hundred fifty dollars.
3. The processing fee is twenty-five dollars.
4. For historic landmarks and contributing buildings within an historic district or located within the Downtown Boundary Area: five hundred dollars.
5. All demolition permit fees received by the city are to be deposited in the historic preservation incentives fund established by [SMC 07.08.152](#).

E. Fencing.

1. The permit fee is twenty dollars per one hundred linear feet, or fraction thereof.
2. The processing fee and review fee is twenty-five dollars.

F. Grading.

1. Grading permit fees are as follow:

**VOLUME**

**(in cubic yards)**

**FEE**

**(in dollars)**

100 or less

28.00

101 - 1,000

28.00 plus 12.00 for each 100 over 100

1,001 - 10,000

136.00 plus 10.00 for each 1,000 over 1,000

10,001 - 100,000

226.00 plus 45.00 for each 10,000 over 10,000

100,001 and more

631.0 plus 25.00 for each 10,000 over 100,000

2. Grading plan review fees are as follow:

**VOLUME**

**(in cubic yards)**

**FEE**

**(in dollars)**

50 or less

None

51 – 100

20.00

101 - 1,000

25.00

1,001 - 10,000

35.00

10,001 - 100,000

35.00 plus 17.00 for each 10,000 over 10,000

100,001 - 200,000

188.00 plus 10.00 for each 10,000 over 100,000

200,001 and more

288.0 plus 5.00 for each 10,000 over 200,000

3. Failure to obtain a grading permit is a class one infraction under [SMC 1.05.150](#).

4. The processing fee is twenty-five dollars.

#### G. Sign Permits.

1. Sign permit fees are:
  - a. thirty dollars for each wall sign, projecting sign and incidental sign; or
  - b. seventy-five dollars for each pole sign, including billboards and off-premises signs.
2. The building services plan review fee is fifty dollars and is in addition to the sign permit fee for pole signs in excess of one hundred square feet or more than thirty feet high.
3. The planning services review fee is fifty dollars for all signs.
4. The processing fee is twenty-five dollars.

#### H. Factory-built Housing.

1. The installation fee for factory-built housing is fifty dollars per section.
2. A foundation or basement requires a separate building permit.
3. Decks, carports and garages require a separate building permit.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

#### I. Manufactured (Mobile) Home.

1. The installation fee for a manufactured (mobile) home is fifty dollars per section.
2. A basement requires a separate building permit.
3. Decks, carports and garages require a separate building permit.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

#### J. Temporary Structures.



Permit fees for temporary structures are:

1. One hundred dollars for the first one hundred eighty days; and
2. Five hundred dollars for the second one hundred eighty days.
3. No third session will be allowed.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

K. Relocation.

1. The fee for a building relocation inspection for bond determination is seventy-five dollars.
2. The development services review fee is fifty dollars.
3. The processing fee is twenty-five dollars.
4. Any repairs or alterations required for relocation are handled by various building permits and the fees for such building permits are in addition to the relocation permit fee.

L. Early Start and Fast Track Approval.

The fee for an early start or fast track building permit approval is twenty-five percent of the building permit fee rounded to the next whole dollar amount and is in addition to any other required fees.

M. Certificate of Occupancy.

1. There is no separate fee for the issuance of a certificate of occupancy following final inspection under a permit so long as the fee for the permit is at least fifty dollars; otherwise, the minimum fee for a building permit and certificate of occupancy is fifty dollars plus a twenty-five dollar processing fee.
2. The fees for the issuance of a certificate of occupancy not resulting from work done under permit are as provided in [SMC 8.02.060](#).
3. The building official will assess a fee not to exceed one hundred percent of the building permit fee for the issuance or extension of any temporary certificate of occupancy. The minimum fee will be:

- a. two hundred twenty-five dollars plus a twenty-five dollar processing fee when the building permit fee exceeds this amount;
- b. equal to the amount of the building permit fee when the building permit fee is less than two hundred fifty dollars.

N. Swimming Pools.

1. The building and plumbing permit fee for a swimming pool is:
  - a. seventy-five dollars for those accessory to a single-family residence;  
and
  - b. one hundred dollars for all others.
2. The planning services review fee is twenty-five dollars.
3. The processing fee is twenty-five dollars.
4. Mechanical, electrical and fence permits are additional.

O. Parking Lot and Site Work Permits.

The fee for a site work permit is charged in accordance with the fee table in subsection (A) of this section.

P. Reinspections.

The fee for reinspections for work that was not ready, or corrections previously identified but remain uncorrected, or site not accessible is seventy-five dollars per incident.

Q. Inspections Outside Normal Inspector Working Hours.

The fee for inspections outside normal inspector working hours is seventy-five dollars per hour or fraction of an hour. A minimum of two hours is payable at the time the request is made and before an inspection can be scheduled.

R. Work Done Without a Permit/Investigation Fees.

Where work has commenced without first obtaining the required permit(s), a work without permit fee equivalent to the greater of:

1. twice the inspection fee, or
2. the permit fee plus one hundred fifty dollars,

must be paid prior to the issuance of the permit(s).

#### S. Safety Inspections.

The fees for safety inspections are:

1. Commercial Buildings: Seventy-five dollars per hour or fraction of an hour with a prepaid minimum of one hundred fifty dollars.
2. Single-family Residence – Electrical only: Seventy-five dollars.
3. Single-family Residence – Two or more trade categories: One hundred fifty dollars.
4. Two-family Residence: One hundred seventy-five dollars.
5. Multifamily – Three to six units: Two hundred fifty dollars.
6. Multifamily – Seven to fifty units: Two hundred fifty dollars plus twenty-five dollars for each unit over six.
7. Multifamily – Over fifty units: One thousand three hundred fifty dollars plus ten dollars for every unit over fifty.
8. Electrical Service Reconnect - Residence - Twenty-five dollars
9. Electrical Service Reconnect - Commercial - Fifty dollars
10. Processing fee: Twenty-five dollars.

#### T. Recording Fee Use of Public Right-of-way and Large Accessory Building Agreement.

The property owner shall be charged a pass-through fee equal to the amount assessed by Spokane County when erecting a fence, retaining wall or other structure in a public right-of-way. This is a recording fee for the acknowledged agreement whereby the property owner covenants to remove the encroachment upon notice by the City. An additional twenty-five dollar processing fee is required when a permit is not issued in conjunction with the recording.

#### U. Expired Permits Over Six Months.

1. Building Permits.

- a. No inspections have been made: Permits require full resubmittal, and if a commercial project, plan review. Original valuation shall be contained in description of new permit.
- b. Footings and foundations only have been inspected and approved: Minimum of seventy-five percent of the original assessed permit fee plus new processing fees. Original valuation shall be contained in description of new permit.
- c. All rough-in inspections approved: Minimum of twenty-five percent of original permit fee plus new processing fees. Original valuation shall be contained in description of new permit.
- d. Additional work done not on original permit: New valuation shall be calculated based upon either square footage if new construction, or valuation if remodel.

## 2. Plumbing Permits.

- a. No inspections: A full new permit for all fixtures is required.
- b. Partial inspections approved: If water tests, top outs and ground plumbing have been approved, then twenty-five percent of the original itemized permit fees plus new processing fee.

## 3. Mechanical Permits.

- a. No inspections: A full new permit is required.
- b. Partial inspections: If all rough-in inspections and air tests have been approved, then twenty-five percent of the original permit fee plus new processing fee.

## 4. Electrical Permit.

- a. No inspections: A full new permit is required.
- b. Partial inspections: If all rough-in inspections and service inspections have been approved, then twenty-five percent of the original fees plus new processing fee.

## V. Processing Fee.

In addition to all of the fees identified in [SMC 8.02.031](#), the processing fee for each permit is twenty-five dollars, unless specifically stated otherwise.

W. Temporary Accessory Dwelling Unit (ADU) Fee Waivers.

1. In response to the ongoing local and national housing crisis, the City Council has decided to provide relief to residents and businesses by waiving all applicable fees within this section 08.02.031 associated with the construction of ADUs on lots located at least partially within ½ mile of a Center or Corridor, Context Area, or Downtown zone or CC3 zoning overlay. Distances are measured in a straight line between the zone/overlay boundary to the lot line of the site containing the development.
2. The fee waiver described in this subsection 08.02.031(W) shall expire at 5:00 p.m. on December 31, 2024.

X. Solar Permits.

1. For single-family residence, duplex, and associated accessory structure installations and modifications eligible for review under the adopted International Residential Codes.
  - a. Plan Review: seventy-five dollars
  - b. SFRD Inspection Fee: one hundred fifty dollars
  - c. Electrical Service Fee: assessed in accordance with SMC 08.02.032(C)(2).
2. For all other installations and alterations.
  - a. Plan Review Fee: sixty-five percent of the MFCOM Inspection Fee.
  - b. MFCOM Inspection Fee: calculated based on the table included in Section 08.02.031(A).
  - c. Electrical Service Fee: assessed in accordance with SMC 08.02.032(C)(2).
3. Additional electrical fees in accordance with SMC 08.02.032.
4. Energy Storage Systems: fifty dollars.

**Section 4.** That section 08.02.034 of the Spokane Municipal Code is hereby amended as follows:

Section 08.02.034 Fire Code

A. Storage Tanks.

The fees in connection with aboveground or underground storage tanks for critical materials as defined in [SMC 17A.020.030](#), including flammable or combustible liquids, are:

1. Installation (including installation of pumps and dispensers) of underground storage tank, per tank: seven hundred twenty eight dollars.
2. Installation of above ground storage tank, per tank:
  - a. More than sixty but less than five hundred gallons: two hundred seventy six dollars.
  - b. Five hundred gallons or more: four hundred fifty dollars.
3. Aboveground or underground storage tank removal or abandonment, per tank: two hundred ten dollars.
4. Placement of tank temporarily out of service: two hundred ten dollars.
5. Alteration or repair of a tank: two hundred seventy six dollars.

**B. Installation of Fire Protection/Detection Equipment.**

1. The fees for installing, altering, or repairing fire protection and/or fire detection equipment are based on the value of the work, according to the following schedule:

<b>BID AMOUNT</b>	<b>PERMIT FEE</b>	<b>PLAN CHECK FEE</b>
<b>(Valuation)</b>		
\$1 through \$500	\$105	\$68.25
\$501 through \$2,000	\$210	\$136.50
\$2,001 through 5,000	\$420	\$273
\$5,001 through \$10,000	\$840	\$546
\$10,001 through \$15,000	\$1,260	\$819
\$15,001 through \$20,000	\$1,470	\$955.50
\$20,001 through \$25,000	\$1,680	\$1,092
\$25,001 through \$30,000	\$1,890	\$1,228.50
\$30,001 through \$40,000	\$1,995	\$1,296.75
\$40,001 through \$50,000	\$2,100	\$1,365
\$50,001 through \$60,000	\$2,520	\$1,638
\$60,001 through \$80,000	\$2,940	\$1,911
\$80,001 through \$100,000	\$3,150	\$2047.50
\$100,001 through \$150,000	\$3,465	\$2,252.25

\$150,001 through \$200,000	\$3,780	\$2,457
\$200,001 through \$250,000	\$4,200	\$2,730
\$250,001 through \$300,000	\$5,000	\$3,250
\$300,001 through \$350,000	\$5,800	\$3,770
\$350,001 through \$400,000	\$6,600	\$4,290
\$400,001 through \$450,000	\$7,425	\$4,826.25
\$450,001 through \$500,000	\$8,230	\$5,349.50

For valuations of \$500,001 and over, fees are calculated as follows:

Permit Fee: Valuation multiplied by 0.0165

Plan Check Fee: 65% of permit fee.

2. Fees apply to initial submittal and one subsequent resubmittal if the initial submittal is not accepted. If the resubmittal is not accepted, the applicant will need to begin a new submittal.

3. Penalty.

Whenever any work for which a fire equipment permit is required is started without first obtaining a permit, the permit fees specified above are doubled and a Class 1 civil infraction may be issued.

4. Fee Refunds.

The fire official may authorize the refund of any fee erroneously paid or collected. The fire official may authorize the refunding of not more than eighty percent of the paid permit fee when no work has been done under an issued permit.

5. Valuation.

The valuation of the work done must be submitted at the time of application for a permit. The valuation is the value of the work to be done and includes all labor, material, equipment, and the like supplied and installed by the permittee to complete the work. The permittee may be asked to verify the valuation placed on the work. When the cost of any proposed work is unknown, an estimate of the cost shall be made and used to compute the permit fee. Upon completion of the work, a fee adjustment is made in favor of the City or permittee, if requested by either party.

6. Inspections.

The number of inspections for each permit is determined by the valuation, with the minimum number of inspections for a permit being two.

7. Revisions.

Fees include one revision to an approved submittal. Additional revisions will be charged at an hourly rate of one hundred five dollars.

8. Phasing

Submittals for projects that are done in phases for the construction shall follow the phasing approved as part of the building permit. Where a building permit has not been issued, the phasing shall be approved by the Fire Code Official.

C. Fire Protection System Verification.

The fee for verification that a fire protection system has been appropriately serviced by a fire department registered fire equipment servicer, for each inspection, is:

1. Thirty-eight dollars for:
  - a. sprinkler systems,
  - b. standpipe systems,
  - c. alarm systems,
  - d. rangehood systems,
  - e. inert gas extinguishing systems,
  - f. spray booths, and
2. Nineteen dollars for private fire hydrants.

D. Safety/Building & Multi-Family Inspections.

The fee for conducting safety inspections is one hundred five dollars per hour with a minimum one-hour charge, including annual life safety reviews for short-term rentals. Building and multi-family inspections will be charged according to building area per the table below:

	<b>Building Area (sq. ft.)</b>	<b>Fee</b>
<b>A</b>		



	<b>0 – 1,500</b>		
<b>B</b>	<b>1,501 – 3,000</b>		
<b>C</b>	<b>3,001 – 5,000</b>		<b>\$44</b>
<b>D</b>	<b>5,001 – 7,500</b>		
<b>E</b>	<b>7,501 – 10,000</b>		
<b>F</b>	<b>10,001 – 12,500</b>		
<b>G</b>	<b>12,501 – 15,000</b>		
<b>H</b>	<b>15,001 – 17,500</b>		
<b>I</b>	<b>17,501 – 20,000</b>		
<b>J</b>	<b>20,001 – 30,000</b>		<b>\$202</b>
<b>K</b>	<b>30,001 – 40,000</b>		
<b>L</b>	<b>40,001 – 50,000</b>		<b>\$355</b>
<b>M</b>	<b>50,001 – 60,000</b>		

<b>N</b>	<b>60,001 – 70,000</b>	<b>\$512</b>
<b>O</b>	<b>70,001 – 100,000</b>	
<b>P</b>	<b>100,001 – 150,000</b>	
<b>Q</b>	<b>150,001 – 200,000</b>	
<b>R</b>	<b>Over 200,000</b>	

E. Reinspections.

The fee for conducting reinspections is one hundred five dollars per incident. This applies to inspection requests beyond the allowable inspections associated with an original permit. The reinspection fee will apply when an inspection is scheduled with the fire department and the following occurs:

1. The project or occupancy is not ready for the inspection.
2. Corrections that were previously identified remain uncorrected.
3. The site is not accessible and a return visit is required.

F. Inspection fees as set forth in this section are appropriated for an estimated time spent equal to or less than one hour per inspection. Permittees are subject to additional inspection fees, which shall apply in a minimum of one-hour increments for each permit fee category, for additional time spent on inspection services to include code research and return site visits.

G. Solar Photovoltaics

Solar photovoltaic permits be assessed at 20% of the Chart A valuation.

**PASSED** by the City Council on \_\_\_\_\_.

---

Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



**Agenda Sheet for City Council Meeting of:**  
10/30/2023

<b>Date Rec'd</b>	10/16/2023
<b>Clerk's File #</b>	ORD C36455
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MANAGEMENT & BUDGET
<b>Contact Name/Phone</b>	JESSICA STRATTON 625-6369
<b>Contact E-Mail</b>	JSTRATTON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	0410-CITYWIDE CIP ORDINANCE 2024-2029

**Agenda Wording**  
An ordinance adopting a six-year Citywide Capital Improvement Program for the years 2024-2029 and amending the Citywide Capital Improvement Program as referenced in Appendix C of the City's Comprehensive Plan.

**Summary (Background)**  
SMC section 07.17.010 states the City shall annually adopt a Citywide Six-year Capital Improvement Program (CIP). A Plan Commission workshop was held on September 13, 2023. A Plan Commission hearing was held on October 11, 2023. The 2024-2029 CIP was found to be consistent with the City's Comprehensive Plan per the attached Plan Commission Findings of Fact, Conclusions and Recommendations. Council will be briefed on the CIP on October 19, 2023.

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

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	STRATTON, JESSICA	<b>Study Session\Other</b>	F&A Committee 10-16-23
<b>Division Director</b>	WALLACE, TONYA	<b>Council Sponsor</b>	CP Kinnear & CM Wilkerson
<b>Finance</b>	MURRAY, MICHELLE	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE		
<b>For the Mayor</b>	JONES, GARRETT		
<b>Additional Approvals</b>			
<b>Purchasing</b>			

## Committee Agenda Sheet

### Finance and Administration Committee

<b>Submitting Department</b>	Finance
<b>Contact Name</b>	Jessica Stratton
<b>Contact Email &amp; Phone</b>	<a href="mailto:jstratton@spokanecity.org">jstratton@spokanecity.org</a> , x6369
<b>Council Sponsor(s)</b>	CP Kinnear, CM Wilkerson
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: _____
<b>Agenda Item Name</b>	2024 Capital Improvement Program Ordinance
<b>Summary (Background)</b>	<p><u>Background</u></p> <p>In accordance with the State Growth Management Act and the City of Spokane’s Spokane Municipal Code Chapter 07.17, the City must annually update and adopt a Citywide Six-Year Capital Improvement Program. The Program must be updated annually as part of the budget process. With the approval of the 2024 budget, the first year of the Capital Improvement Program reflects the 2024 CIP budget.</p> <p>An update on the CIP will be delivered to the City Council on October 19, 2023. A Plan Commission workshop was held on September 13, 2023 and the Plan Commission hearing will be held on October 11, 2023.</p> <p>The first reading of the CIP ordinance will be on October 30, 2023 with the final reading &amp; adoption on November 6, 2023.</p>
<b>Proposed Council Action &amp; Date:</b>	CIP Ordinance adoption on 11/6/23
<p><b>Fiscal Impact:</b> n/a  Total Cost: n/a  Approved in current year budget?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Funding Source    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring  Specify funding source:</p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts</b>	
<p>What impacts would the proposal have on historically excluded communities?  n/a – recurring budget process</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?  n/a– recurring budget process</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?  n/a– recurring budget process</p>	

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

n/a- recurring budget process

## ORDINANCE NO. C36455

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, ADOPTING A SIX-YEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2024 THROUGH 2029. AND AMENDING THE CITYWIDE CAPITAL IMPROVEMENT PROGRAM (CIP) AS REFERENCED IN APPENDIX C OF THE CITY OF SPOKANE COMPREHENSIVE PLAN.

WHEREAS, in accordance with the Growth Management Act (“GMA”), the City of Spokane previously adopted a Comprehensive Plan that includes a Capital Facilities Plan (“CFP”) that includes an inventory, analysis, and a six-year financing plan for needed capital facilities otherwise referred to as the Six-Year Capital Improvement Program; and

WHEREAS, the City formed a Capital Facilities Technical Team which has assembled proposed amendments to the CIP, which amendments consist of an updated six-year plan (years 2024 through 2029) identifying the proposed locations and capacities of expanded or new capital facilities and a plan to finance such capital facilities within projected funding capacities (the “Six-Year Citywide Capital Improvement Program” or “CIP”); and

WHEREAS, the City previously adopted the Six-Year Street Program (RCW 35.77.010) on June 12, 2023 by Council Resolution 2023-0044, and that program is incorporated into the CIP; and

WHEREAS, GMA provides that proposed amendments to a comprehensive plan may be considered by the governing body of a city no more frequently than once per year, but further provides that amendments to the capital facilities element of a comprehensive plan may be considered outside of this annual process where the amendment is considered concurrently with the adoption or amendment of a city budget; and

WHEREAS, on September 25, 2023, the City’s responsible official issued a Determination of Non-Significance for the CIP; and

WHEREAS, the Spokane City Plan Commission conducted a public workshop regarding the CIP on September 13, 2023; and

WHEREAS, after providing appropriate public notices, on October 11, 2023, the Spokane City Plan Commission, conducted a public hearing to take testimony on the CIP, and at the close of the hearing, and after considering public input, the SEPA determination, and required decision criteria, found that the CIP is consistent with the Comprehensive Plan and voted unanimously to recommend that the City Council approve the CIP; and

Now, Therefore,

The City of Spokane does ordain:

Section 1. Amendment. The City of Spokane Comprehensive Plan and its capital facilities element are hereby amended to reflect a six-year plan for capital improvement projects (2024-2029), as set forth in the attached Citywide Capital Improvement Program (2024-2029).

A. Any vehicle procurement must comply with Spokane Municipal Code 07.06.175A regarding the procurement of clean fuel vehicles.

Section 2. Authorization to Seek Funding. City staff are authorized to apply for state and federal grants and low-interest loans in support of the projects identified in the Citywide Capital Improvement Program (2024-2029).

Section 3. Effective Date. This ordinance shall take effect and be in force on \_\_\_\_\_.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_.

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

Approved as to Form:

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





2021/2022 Comprehensive Plan Amendments

## **PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON COMPREHENSIVE PLAN AMENDMENT FILE Z23-426COMP**

**A Recommendation of the Spokane Plan Commission to the City Council to APPROVE the 2024-2029 Capital Improvement Program as an appendix to the Comprehensive Plan.**

### **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).
- B. Proposal file Z23-426COMP (the “Proposal”) was submitted in a timely manner for review in advance of the City’s budget approval process, as required.
- C. The Proposal seeks to append the 2024-2029 Capital Improvement Program (the “CIP”) to the Comprehensive Plan as a necessary step towards the eventual adoption of the 2024 City of Spokane Budget.
- D. The CIP identifies capital project activity which has implications on the growth of the community.
- E. On August 24, 2023, staff requested comments from agencies, departments, and neighborhood councils regarding the proposal. Two comments were received, one from the Spokane Transit Authority and one from the Spokane Tribe. Both provided advisory comments on projects included in the CIP for consideration at the time of design and development.
- F. A Notice of Application was published on September 1, 2023 in the Spokesman Review and was emailed to the City’s Plan Commission distribution list and to every neighborhood council contact in the City, asking for public comments on the proposal. Comments were received from four individuals, all stating their concern about Fire Station 5 and its continued status as “unfunded” in the CIP.
- G. On September 1, 2023, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to the Comprehensive Plan.
- H. On September 13, 2023, the Spokane City Plan Commission held a workshop to study the Proposal.
- I. On September 25, 2023, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were issued for the Proposal. The deadline to appeal the SEPA determination was October 9, 2023. No comments on the SEPA determination were received.

- J. On October 5, 2023, staff published a report addressing SEPA and providing staff's analysis of the merits of the Proposal, copies of which were circulated as prescribed by SMC 17G.020.060B.8. Staff's analysis of the Proposal recommended approval of the Proposal.
- K. On October 11, 2023, the Plan Commission held a public hearing on the Proposal, including the taking of verbal testimony, and closed the public record on that date. No members of the public testified.
- L. On September 28, 2022, the Plan Commission conducted its deliberations on this application and voted to recommend the City Council **approve** this application, with the following additional findings:
  - 1. The Plan Commission received comments about fire protection service in the Latah Valley and recommends to City Council that they explore mechanisms for financing additional infrastructure consistent with the Comprehensive Plan.
  - 2. Plan Commission is concerned that no project planning for the purchase or construction of a homeless shelter has been included in the CIP process.
- M. As a result of the City's efforts, pursuant to the requirements of SMC 17G.020.070, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to do so.
- N. Except as otherwise indicated herein, the Plan Commission adopts the findings and analysis set forth in the Staff Report prepared for the Proposal (the "Staff Report").
- O. The Plan Commission finds that the proposal meets the intent and requirements of the Comprehensive Plan.
- P. The Plan Commission finds that the proposal meets the decision criteria established by SMC 17G.020.030, as described in the Staff Report.

**CONCLUSIONS:**

Based upon the proposal materials, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), SEPA review, agency and public comments received, and public testimony presented regarding application File No. Z23-426COMPO, the Plan Commission makes the following conclusions with respect to the review criteria outlined in SMC 17G.020.030:

- 1. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.
- 2. The Proposal is consistent with the goals and purposes of GMA.
- 3. Any potential infrastructure implications associated with the Application will either be mitigated through projects reflected in the City's relevant six-year capital improvement plan or through enforcement of the City's development regulations at time of development.
- 4. As outlined in above in the Findings of Fact, the Proposal is internally consistent as it pertains to the Comprehensive Plan, as described in SMC 17G.020.030.E and as required by RCW 36.70A and RCW 35.77.010.

5. The Proposal is consistent with the Countywide Planning Policies for Spokane County, the comprehensive plans of neighboring jurisdictions, applicable capital facilities plans, the regional transportation plan, and official population growth forecasts.
6. The Proposal has been considered in order to evaluate the cumulative effect of all the proposals.
7. SEPA review was completed for the Proposal.
8. The Proposal will not adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.
9. The Proposal proposes that a document be appended to the Comprehensive Plan.

**RECOMMENDATIONS:**

In the matter of Z23-426COMP, a request by the City of Spokane Budget Office to append the 2024-2029 Capital Improvement Program to the Comprehensive Plan and forward the document on for the consideration of City Council during the annual budget process, by a vote of **9 to 0**, the Spokane Plan Commission recommends City Council **APPROVE** the proposal and authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Commission's findings, conclusions, and recommendation on the application.

*Greg Francis*  
Greg Francis (Oct 13, 2023 15:56 PDT)

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**Greg Francis, President**  
Spokane Plan Commission  
Date: Oct 13, 2023







# Findings and Conclusions - 2024-2029 CIP

Final Audit Report

2023-10-13

Created:	2023-10-13
By:	Ryan Benzie (rbenzie@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgh7Vq71Fc_i2pZ2IHKyU-16VLqxozMGU

## "Findings and Conclusions - 2024-2029 CIP" History

-  Document created by Ryan Benzie (rbenzie@spokanecity.org)  
2023-10-13 - 4:48:29 PM GMT
-  Document emailed to gfrancis@spokanecity.org for signature  
2023-10-13 - 4:48:45 PM GMT
-  Email viewed by gfrancis@spokanecity.org  
2023-10-13 - 10:53:46 PM GMT
-  Signer gfrancis@spokanecity.org entered name at signing as Greg Francis  
2023-10-13 - 10:56:04 PM GMT
-  Document e-signed by Greg Francis (gfrancis@spokanecity.org)  
Signature Date: 2023-10-13 - 10:56:06 PM GMT - Time Source: server
-  Agreement completed.  
2023-10-13 - 10:56:06 PM GMT



**Agenda Sheet for City Council Meeting of:**  
10/30/2023

<b>Date Rec'd</b>	10/18/2023
<b>Clerk's File #</b>	ORD C36456
<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>	MATT BOSTON 6820
<b>Contact E-Mail</b>	MBOSTON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	0320 - MONTHLY JOINT BUDGET DISCUSSION ORDINANCE

**Agenda Wording**  
An ordinance relating to budget planning and budget presentations, and amending Section 07.14.030 of the Spokane Municipal Code.

**Summary (Background)**  
Council understands the challenges that the organization is facing within the current budget climate and that it is necessary for the Legislative and Executive bodies to work simultaneously with the cabinet members in order to ensure a sustainable future for the City of Spokane. These meetings will be during study session on the second Thursday of each month.

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>	BYRD, GIACOBBE	<b>Study Session\Other</b>	10/16/23
<b>Division Director</b>		<b>Council Sponsor</b>	Kinnear, Cathcart, Bingle
<b>Finance</b>		<b>Distribution List</b>	
<b>Legal</b>			mboston@spokanecity.org
<b>For the Mayor</b>			cwright@spokanecity.org
<b>Additional Approvals</b>			gbyrd@spokanecity.org
<b>Purchasing</b>			

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Matt Boston
<b>Contact Email &amp; Phone</b>	<a href="mailto:mboston@spokanecity.org">mboston@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CP Kinnear, CM Bingle, CM Cathcart
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10
<b>Agenda Item Name</b>	Ordinance Update – Monthly joint budget discussion
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Council understands the challenges that the organization is facing within the current budget climate and that it is necessary for the Legislative and Executive bodies to work simultaneously with the cabinet members in order to ensure a sustainable future for the City of Spokane.</p> <p>These meetings will be during study session on the second Thursday of each month.</p>
<b>Proposed Council Action</b>	Pass on 10/23/24
<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? As these meetings would be publicly accessible meetings, historically excluded communities would have better access to budget information.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? No additional data of meetings will be reported.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? No additional data of meetings will be collected.	
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? Proposal brings better transparency and communication between all aspects of the local government in order to create better overall efficiencies within the organization.	

**ORDINANCE NO. C36456**

An ordinance relating to budget planning and budget presentations, and amending Section 07.14.030 of the Spokane Municipal Code.

**WHEREAS**, pursuant to RCW 35.33.075, the City of Spokane must adopt a balanced budget each year, wherein expenditures do not exceed anticipated revenues and available funds carried forward from the prior year; and

**WHEREAS**, pursuant to RCW 35.33.135 and SMC 07.14.010, the mayor is to provide the city council with current information on estimates of revenues from all sources as adopted in the budget for the current year, together with any preliminary budget prepared by the Director of Finance, Treasury and Administration; and

**WHEREAS**, SMC 7.14.030 requires the Finance, Treasury and Administration Division to provide to the City Council “regular, monthly, financial reports including budget-to-actual data for the General Fund and any other key fund(s)”; and

**WHEREAS**, development and adoption of a balanced annual city budget is a complex process that depends on regular reports as required by SMC 7.14.030 and further depends on regular and year-long communication between the administration and the city council, as well as separate projections that reflect both administrative and council views regarding both expenditures and revenues; and

**WHEREAS**, the city council regularly holds study sessions each Thursday for briefings on topics and issues relating to city matters.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That Section 07.14 030 of the Spokane Municipal Code is amended to read as follows:

Section 07.14.030 Budget Monitoring and Review

A. The Finance, Treasury and Administration Division shall provide regular, monthly, financial reports including budget-to-actual data for the General Fund and any other key fund(s), as necessary. The reports will be provided to the City Council as soon as reasonably available upon the closing of the period.

1. As part of the regular monthly reports, a summary of the General Fund budgeted revenue and expenditures shall be provided with estimates of beginning and ending fund balance and reserves with presumptions and trends, and, when available, council budget staff outlooks defined in the estimates.

2. In the month following the end of a quarter's Finance and Administration Committee Meeting, the Management and Budget Department will provide a summary of potential financial or operational issues that may impact the City's overall financial position, either positively or negatively, based on analysis of actuals relative to the approved budget.
  3. In the month following the end of the quarter, the Management and Budget Department will provide proposed budget amendments as deemed appropriate based on operational activities, grant or contract awards, financial projections, or other relative information. City Council will determine which proposed budget amendments will proceed for the approval process via a special budget ordinance. The special budget ordinance will be scheduled for approval accordingly.
- B. The Finance, Treasury and Administration Division shall provide a pre-audit year-end financial report for the General Fund, and any other key fund deemed appropriate. The report will include relative fund/reserve balances for the General Fund. The report will be provided to the City Council as soon as reasonable and reliable financial information is available following the close of the fiscal year, but no later than the end of May.
- C. Based on analysis of financial activity from the previous fiscal year, as reported in the pre-audit year-end financial report, the Finance, Treasury and Administration Division shall provide:
1. An update to the General Fund Five-Year Forecast based on all known or expected revenues and expenditures. The General Fund Five-Year Forecast will include the current year's budget, current year projections, and updated projections including projections for the subsequent four years and, when available, council budget staff projections for the same periods. The report will be provided to the City Council by the May Finance and Administration Committee meeting.
  2. Focused discussion on current year General Fund "summary type code" accounts (both within the General Fund and supported by the General Fund) that have a materiality level of a budgeted 5% of overall expenditures and/or is projected to be +/- of \$250,000 of its annual budget allocation.
  3. By the May Finance and Administration Committee meeting, the Administration will provide a recommendation to the City Council which, via Special Budget Ordinance, rectifies the material budget inaccuracies identified within 07.14.030 (C)(2) to fall below thresholds identified.
- D. The Finance, Treasury and Administration Division, and other senior administration personnel and cabinet members, shall, upon concurrence of the mayor, make themselves available for budget deliberations with the City Council on a monthly basis, or more frequently as mutually agreed with the mayor. The city council shall set aside its regular study sessions on the second Thursday of each month, if coinciding with a holiday, the third Thursday shall be set aside for budget presentations and discussions with program managers, cabinet-level department heads, and senior level administrators. The Administration should make other staff members available as necessary or beneficial to the content of the planned discussion.



**PASSED** by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



**Agenda Sheet for City Council Meeting of:**  
10/23/2023

<b>Date Rec'd</b>	10/16/2023
<b>Clerk's File #</b>	FIN 2023-0001
<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>	MATT BOSTON X6820
<b>Contact E-Mail</b>	MBOSTON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Hearings
<b>Agenda Item Name</b>	0320 - SETTING HEARING ON 2024 POSSIBLE REVENUE SOURCES

**Agenda Wording**

Setting public hearing on possible revenue sources for the 2024 Budget on October 30, 2023.

**Summary (Background)**

A city such as Spokane that collects a regular property tax levy must hold a public hearing on possible revenue sources for the 2024 current expense budget, including consideration of possible increases in property tax revenues (RCW 84.55.120). This hearing must be held before the meeting at which the City Council considers levy adoption. The property tax ordinance will be on the Council's November 13, 2023 agenda.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Revenue	\$ 561,058
Select	\$
Select	\$
Select	\$

**Budget Account**

#	0020881009999931112
#	
#	
#	

**Approvals**

<b>Dept Head</b>	BYRD, GIACOBBE
<b>Division Director</b>	
<b>Finance</b>	
<b>Legal</b>	
<b>For the Mayor</b>	
<b>Additional Approvals</b>	
<b>Purchasing</b>	

**Council Notifications**

<b>Study Session\Other</b>	9/18 Finance Committee
<b>Council Sponsor</b>	CP Kinnear and CM Wilkerson
<b>Distribution List</b>	
	mboston@spokanecity.org
	ehaugen@spokanecity.org
	jstratton@spokanecity.org

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Matt Boston
<b>Contact Email &amp; Phone</b>	<a href="mailto:mboston@spokanecity.org">mboston@spokanecity.org</a> ; x6820
<b>Council Sponsor(s)</b>	CP Kinnear, CM Wilkerson,
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Set Revenue Hearing
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Setting public hearing on possible revenue sources for the 2024 Budget on October 30, 2023.  A city such as Spokane that collects a regular property tax levy must hold a public hearing on possible revenue sources for the 2024 current expense budget, including consideration of possible increases in property tax revenues (RCW 84.55.120). This hearing must be held before the meeting at which the City Council considers levy adoption. The property tax ordinance will be on the Council's November 13, 2023 agenda.
<b>Proposed Council Action</b>	Setting the hearing date for 10/30/2023
<b>Fiscal Impact</b> Total Cost: <a href="#">Click or tap here to enter text.</a> 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: <a href="#">Click or tap here to enter text.</a>  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? N/A - This is a hearing to gather response from community and required by RCW, no proposal made.	
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 is a hearing to gather response from community and required by RCW and comment will be recorded on the above disparities via City Council record.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A - This is a hearing to gather response from community and required by RCW, no proposal made	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

N/A This is a hearing to gather response from community and required by RCW, no proposal made