

CITY OF SPOKANE



REGARDING CITY COUNCIL 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 January 22, 2024, 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 January 22, 2024:

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: 249 907 46792; 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, January 22, 2024. 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, JANUARY 22, 2024

MISSION STATEMENT

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

MAYOR LISA BROWN

COUNCIL PRESIDENT BETSY WILKERSON

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER PAUL DILLON

COUNCIL MEMBER ZACK ZAPPONE

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KITTY KLITZKE

VACANT POSITION - DISTRICT 2

**CITY COUNCIL CHAMBERS
CITY HALL**

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

LAND ACKNOWLEDGEMENT

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

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

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

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

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

BRIEFING AND LEGISLATIVE SESSIONS

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

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

ADDRESSING THE COUNCIL

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

SPEAKING TIME LIMITS: Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a two-minute speaking time during Open Forum and a three-minute speaking time for other matters. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council, including veto overrides.

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

BRIEFING SESSION

(3:30 p.m.)

**(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)**

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

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

APPROVAL BY MOTION OF THE ADVANCE AGENDA

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

EXECUTIVE SESSION

(Closed Session of Council)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

COUNCIL AND COMMITTEE REPORTS

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

PROCLAMATIONS AND SALUTATIONS

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

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Spokane Park Board: Two Reappointments

Confirm

CPR 1981-0402

ADMINISTRATIVE REPORTS

OPEN FORUM

At each meeting before the consideration of the Consent Agenda, the Council shall hold an open public comment period for up to 15 (fifteen) speakers. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. If more than 15 (fifteen) speakers wish to participate in Open Forum, members of the public who have not spoken during that calendar month will be prioritized. A sign-up form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Virtual sign up is open between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | | |
|----|---|----------------|--|
| 1. | Pre-purchase of 36" and 42" ductile iron water main and fittings for the Ray Street Water Main Replacement Capital Project—\$942,244.27. (Council Sponsor: Council Member Bingle) Loren Searl | Approve | OPR 2024-0024 ITB-603-23 ENG 2022088 |
| 2. | Purchase of 3,000 gallons of hydroelectric oil from Eljay Oil Company (Spokane Valley, WA) to replace hydraulic fluid in Powerhouse 2 at the Upriver Dam —\$61,770.30. (Council Sponsor: Council Member Bingle) Seth McIntosh | Approve | OPR 2024-0025 BID 6034-24 |
| 3. | Multiple Family Housing Property Tax Exemption Conditional Agreements with: | Approve All | |
| | a. Peyton Project, LLC for the future construction of approximately 96 units, at Parcel Number 35183.0507 commonly known as 10 N. Post Street. | | OPR 2024-0026 |

- b. Linc Lofts, LLC for the future construction of approximately 22 units, at Parcel Number 35064.3614 commonly known as 516 W. Cora Avenue.
(Council Sponsors: Council Members Cathcart and Bingle)
Amanda Beck
4. Agreement between the Spokane Fire Department and Washington State Patrol to allow for reimbursement of wildfire mobilization costs. (Council Sponsors: Council President Wilkerson and Council Member Zappone)
Brian Schaeffer
5. Interagency Agreement with Washington State Department of Commerce for Middle Housing Grant award to assist in updating policies for middle housing development from date of execution through June 15, 2025—\$75,000. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)
Kaycee Downey
6. Contract authorizing the reimbursement of purchase costs to Habitat for Humanity when used to acquire homes for permanently affordable housing—up to \$500,000. (Council Sponsors: Council President Wilkerson and Council Member Zappone)
Kevin Freibott
7. Contract Amendment & Extension with JRP Integrated Solutions, LLC (St. John, WA) to continue with broadband/fiber consultant services through February 29, 2024—\$50,000 (paid out of division funds). (Council Sponsors: Council President Wilkerson and Council Member Cathcart)
Steve MacDonald
8. Amended Assignment and Assumption Agreement of CHIP grant for utility infrastructure improvements at Liberty Park Terrace to modify the assignee to read Proclaim Liberty West, LLC. (Council Sponsor: Council Member Bingle)
Nate Sulya
9. Contract Amendment with KPFF Consulting Engineers (Seattle, WA) for the Latah Bridge inspection and load rating analysis—\$48,362.54. Total contract amount: \$205,362.54. (Council Sponsor: Council Member Bingle)
Lorena Croucher
10. Contract Renewal with Intterra, Inc. for emergency response software from January 1, 2024, to December 31, 2024—\$67,124.38 (incl. tax). (Council
- OPR 2024-0027
- Approve OPR 2024-0028
- Approve OPR 2024-0029
- Approve OPR 2024-0030
- Approve OPR 2023-0248
- Approve OPR 2022-0581
ENG 2022087
- Approve OPR 2023-0719
RFQu 5902-23
- Approve OPR 2020-0732

Sponsors: Council President Wilkerson and Council Member Zappone)

Tom Williams

- 11. Report of the Mayor of pending:
 - a. Claims and payments of previously approved obligations, including those of Parks and Library, through January 5, 2024, total \$4,120,795.23, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$4,055,612.27. Approve & Authorize Payments **CPR 2024-0002**
 - b. Payroll claims of previously approved obligations through January 6, 2024: \$9,952,908.01. **CPR 2024-0003**
- 12. City Council Meeting Minutes: _____, 2024. Approve All **CPR 2024-0013**

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance amending Ordinance No. C36467 passed by the City Council November 27, 2023, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage,"and declaring an emergency and appropriating funds in:

- ORD C36486 General Fund:
 - 1) Add one exempt Deputy City Administrator position (from 0 to 1) in the Mayor’s Office.
 - A) There is no change to the overall appropriation level in the General Fund.

(This action arises from staffing changes in the Mayor’s Office.)(Council Sponsors: Council President Wilkerson and Council Member Klitzke)

Garrett Jones

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2024-0002 Appointing Council Members to boards and commissions for 2024. (Council Sponsors: Council President Wilkerson and Council Member Zappone) (Deferred from January 8, 2024, Agenda)
Giacobbe Byrd
- RES 2024-0003 Adopting various amendments to the City Council's Rules of Procedure. (Council Sponsors: Council President Wilkerson and Council Member Zappone) (Deferred from January 8, 2024, Agenda)
Giacobbe Byrd
- RES 2024-0007 Stating the Spokane City Council's support for PROPOSITION NO. 1 entitled, "REPLACEMENT OF EXPIRING EDUCATIONAL PROGRAMS AND OPERATION LEVY," and PROPOSITION NO. 2 entitled, "BONDS TO REPLACE, MODERNIZE AND IMPROVE AGING SCHOOL FACILITIES" submitted by the Spokane School District No. 81 Board of Directors for the February 13, 2024 Special Election. (Council Sponsors: Council Members Zappone and Klitzke)
Council Member Zappone
- RES 2024-0008 Stating the Spokane City Council's support for CITY OF SPOKANE MEASURE NO. 1 entitled, "LIBRARY OPERATIONS LEVY," submitted by the Spokane City Council for the February 13, 2024 Special Election. (Council Sponsors: Council Members Zappone and Klitzke)
Council Member Zappone
- RES 2024-0009 Of solidarity with those whose lives have been forever altered by the conflict between Israel and Hamas. We envision a world where every life is cherished and valued as equal - where all humanity lives in peace, freedom, and safety. (Council Sponsors: Council President Wilkerson and Council Member Zappone)
Alex Gibilisco
- RES 2024-0010 Regarding the appointment of _____ to fill the vacancy in Spokane City Council District 2, Position 2. (Council Sponsors: Council President Wilkerson and Council Member Dillon)
Giacobbe Byrd
- RES 2024-0011 Of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$1,175,339 to secure an interfund loan from the Spokane Investment Pool to finance the acquisition of equipment for the Waste to Energy Facility; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto. (Council Sponsors: Council President Wilkerson and Council Member Bingle)
Conner Thorne
- RES 2024-0012 Approving the appointment of Matt Boston as the Chief Financial Officer for the City of Spokane. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
Mayor Lisa Brown

- RES 2024-0013 Regarding amendment to the City of Spokane Water and Hydroelectric Department – Fee & Cost Schedule. (Council Sponsors: Council President Wilkerson and Council Member Bingle)
Loren Searl
- RES 2024-0014 Ratifying the Mayor’s January 11, 2024 Executive Declaration of Emergency. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
Dawn Kinder
- ORD C36422 Vacating the alley between 4th Avenue and 5th Avenue, from the east line of Washington Street to the west line of Bernard Street. (First Reading held January 8, 2024) (Council Sponsors: Council President Wilkerson and Council Member Zappone)
Eldon Brown

FIRST READING ORDINANCES

- ORD C36483 Relating to Water; amending section 13.04.2017 to chapter 13.04 of the Spokane Municipal Code (SMC); and setting an effective date. (Relates to golf course irrigation conservation rate.) (Council Sponsors: Council President Wilkerson and Council Member Bingle)
Marlene Feist
- ORD C36484 Relating to the establishment of a process to consider and act upon community members' concerns regarding City-owned property; adopting a new Chapter 18.10 to Title 18 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Members Dillon and Zappone)
Alex Gibilisco
- ORD C36485 Relating to the regulation of special events and establishing a process allowing for expanded events, amending Section 10.39.040 (D) of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Dillon)
Chris Wright

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for January 22, 2024
(per Council Rule 2.1.2)

ADJOURNMENT

The January 22, 2024, Regular Legislative Session of the City Council is adjourned to January 29, 2024.

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. 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:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 01/22/2024

Date Rec'd

1/11/2024

Clerk's File #

CPR 1981-0402

Renews #

Cross Ref #

Submitting Dept

MAYOR

Project #

Contact Name/Phone

ADAM 509-625-6779

Bid #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Boards and Commissions

Council Sponsor(s)

Agenda Item Name

0520 REAPPOINTMENT TO THE SPOKANE PARK BOARD

Agenda Wording

Gerry Sperling, 2nd Term, Spokane Park Board, 5 Year Term, 02/07/2024 - 02/06/2029

Summary (Background)

Gerry Sperling, 2nd Term, Spokane Park Board, 5 Year Term, 02/07/2024 - 02/06/2029

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Council Meeting Date:** 01/22/2024**Date Rec'd**

1/11/2024

Clerk's File #

CPR 1981-0402

Renews #**Cross Ref #****Submitting Dept**

MAYOR

Project #**Contact Name/Phone**

ADAM 509-625-6779

Bid #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Boards and Commissions

Council Sponsor(s)**Agenda Item Name**

0520 REAPPOINTMENT TO THE SPOKANE PARK BOARD

Agenda Wording

Barbara Richey, 2nd Term, Spokane Park Board, 5 Year Term, 02/07/2024 - 02/06/2029

Summary (Background)

Barbara Richey, 2nd Term, Spokane Park Board, 5 Year Term, 02/07/2024 - 02/06/2029

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

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\$

#

\$

#



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/08/2024

Committee Agenda type: Consent

| | |
|-----------------------|---------------|
| Date Rec'd | 12/19/2023 |
| Clerk's File # | OPR 2024-0024 |
| Renews # | |
| Cross Ref # | |

Council Meeting Date: 01/22/2024

| | | | |
|---------------------------|--------------------------------|----------------------|-------------|
| Submitting Dept | WATER & HYDROELECTRIC SERVICES | Project # | 2022088 |
| Contact Name/Phone | LOREN SEARL 7840 | Bid # | ITB #603-23 |
| Contact E-Mail | LSEARL@SPOKANECITY.ORG | Requisition # | RE 20373 |
| Agenda Item Type | Purchase w/o Contract | | |
| Council Sponsor(s) | JBINGLE | | |
| Agenda Item Name | 4100-WATER PIPE PRE-PURCHASE | | |

Agenda Wording

Pre-purchase of 36" and 42" ductile iron water main and fittings for the Ray Street Water Main Replacement Capital Project.

Summary (Background)

Engineering Services is designing a water transmission main project for the Water Dept. on Ray St. between Hartson & 11th Ave., a distance of about 2,000 LF. The pipe to be replaced was installed in 1936 and is at the end of its expected life. Because of multi-month lead times for large diameter ductile iron pipe (36" & 42"), we propose to pre-purchase the water pipe so it is available for the contractor by the time the installation contract is awarded in March, 2024. There is no additional cost to pre-ordering the pipe and fittings. Whether the contractor orders the pipe with his installation bid or whether we pre-purchase the pipe, the cost is the approximately same. This project is locally funded by water rates.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

| | |
|----------------------------------|---------------|
| Approved in Current Year Budget? | YES |
| Total Cost | \$ 942,244.27 |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |

Narrative

Pre-purchase pipe and fittings were publicly bid through the purchasing Department with Bid opening 12/18/2023.

| Amount | Budget Account |
|----------------------|--------------------------------|
| Expense \$ 942244.27 | # 4250-42300-94340-56501-15766 |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| \$ | # |
| \$ | # |



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

| | |
|----------------------------------|---------------------|
| <u>Dept Head</u> | MCINTOSH, SETH |
| <u>Division Director</u> | FEIST, MARLENE |
| <u>Accounting Manager</u> | ALBIN-MOORE, ANGELA |
| <u>Legal</u> | HARRINGTON, |
| <u>For the Mayor</u> | JONES, GARRETT |

Additional Approvals

| | |
|--|--|
| | |
| | |
| | |
| | |
| | |

Distribution List

| | |
|---|-------------------------|
| Brandon Cushing, brandon.cushing@ferguson.com | Tprince@Spokanecity.org |
| Jsakamoto@spokanecity.org | eraea@spokanecity.org |
| bpatrick@spokanecity.org | dbuller@spokanecity.org |
| | |
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Committee Agenda Sheet

Urban Experience Committee

| | |
|--|---|
| Submitting Department | Water & Hydroelectric Services |
| Contact Name | Loren Searl |
| Contact Email & Phone | lsearl@spokanecity.org 625-7840 |
| Council Sponsor(s) | JBingle |
| Committee Date | 1-8-24 |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Water Pipe Pre-Purchase |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <ul style="list-style-type: none"> • Engineering Services is designing a water transmission main project for the water dept. on Ray St. between Hartson & 11th Ave., a distance of about 2,000 LF. • The pipe to be replaced was installed in 1936 so is at the end of its expected life. • Because of multi-month lead times for large diameter ductile iron pipe (36" & 42"), we propose to prepurchase the water pipe so it is available for the contractor by the time the installation contract is awarded in March, 2024. • There is no additional cost to pre-ordering the pipe and fittings. Whether the contractor orders the pipe with his installation bid or whether we pre-purchase the pipe, the cost is the approximately same. • This project is locally funded by water rates. |
| Proposed Council Action | None at this time. Following bid opening, we will bring a purchase contract to council for approval. |
| Fiscal Impact | |
| Total Cost: The estimated cost of the pipe and fittings described herein is approximately \$942,244.27. | |
| 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: Federal grant (majority) & arterial street fund (what isn't covered by the grant) | |
| Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? | |
| 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.

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/08/2024**Committee Agenda type:** Consent**Date Rec'd**

12/26/2023

Clerk's File #

OPR 2024-0025

Renews #**Cross Ref #****Council Meeting Date:** 01/22/2024**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Project #**Contact Name/Phone**

SETH 509-742-8154

Bid #

6034-24

Contact E-Mail

SMCINTOSH@SPOKANECITY.ORG

Requisition #

RE #20377

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

JBINGLE

Agenda Item Name

PURCHASE OF HYDROELECTRIC HYDRAULIC OIL

Agenda Wording

Purchase of 3,000 gallons of hydroelectric oil from Eljay Oil Company, Spokane Valley for \$61,770.30

Summary (Background)

Request for Quotes 6034-24 was opened on 12/19/2023 for the purchase of 3,000 gallons of hydroelectric hydraulic oil. One (1) response was received from Eljay Oil Company, Spokane Valley, WA, and the only responsive bidder. This purchase is to replace the hydraulic fluid in Powerhouse 2 at the Upriver Dam.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 61,770.30

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

COS Purchasing and competitive bid rules were followed for this purchase of hydraulic oil.

Amount**Budget Account**

Expense \$ 61,770.30

4100-42460-34148-53210-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

REISS, TONYA

Division Director

MILLER, KATHERINE E

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

HARRINGTON,

For the Mayor

JONES, GARRETT

Additional Approvals

PURCHASING

PRINCE, THEA

Distribution List

smcintosh@spokanecity.org

tprince@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

| | |
|--|--|
| Submitting Department | Water & Hydroelectric Services |
| Contact Name | Seth McIntosh |
| Contact Email & Phone | smcintosh@spokanecity.org 742-8154 |
| Council Sponsor(s) | JBingle |
| Committee Date | January 8, 2024 |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | 4100 - Purchase of Hydroelectric Hydraulic Oil |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | Request for Quotes 6034-24 was opened on 12/19/2023 for the purchase of 3000 gallons of hydroelectric hydraulic oil. One (1) response was received, with Eljay Oil Company, Spokane Valley WA, being the only responsive bidder. |
| Proposed Council Action | Approve Purchase |
| Fiscal Impact Total Cost: <u>\$61,770.30</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: 4100-42460-34148-53210-99999 Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: N/A | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors. | |

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

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. Upriver Hydroelectric Project is also compliant with FERC (Federal Energy Regulatory Commission) licensing, policies, and dam safety.

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

This work is consistent with necessary maintenance to Upriver's hydroelectric project and aging infrastructure and complies with budget strategies to limit costs.

Bid Response Summary

Bid Number RFQ 6034-24
Bid Title PH2 Hydraulic Oil
Due Date Tuesday, December 19, 2023 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Eljay Oil Co Inc
Submitted By Randy Folkins - Monday, December 18, 2023 1:41:27 PM [(UTC-08:00) Pacific Time (US & Canada)]
 randy@eljayoil.com 509-926-9595

Comments

Question Responses

| Group | Reference Number | Question | Response |
|--|------------------|--|-----------------------------------|
| Contact | | | |
| | 1 | Indicate the appropriate point of contact (phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, explicitly specify all relevant contacts. | 509-926-9595 doug@eljayoil.com |
| General | | | |
| | 1 | Acceptable product makes/models, where specified, must be adhered to. In the absence of specified acceptable products, the listed technical specifications in each product category represent the minimum qualifications for acceptable product. The make/model of products bid may be required at bid submission; if so, the field will be indicated required on the 'Pricing' tab. | Understood and Agreed |
| Product - Ph2 Hydraulic Oil - 3000 gallons | | | |
| | 1 | Group 2 base oil | I agree and I understand |
| | 2 | ISO 46 | I agree and I understand |
| | 3 | API gravity - 33.0 | I agree and I understand |
| | 4 | Viscosity Index - 103 | I agree and I understand |
| | 5 | D3427 air release - less than 2.2 | I agree and I understand |
| | 6 | D943 oxidation stability - greater than 7500 | I agree and I understand |
| | 7 | ASTM D130 copper corrosion - 1b or better | I agree and I understand |
| | 8 | R&O (rust & oxidation inhibitors) | I agree and I understand |
| | 9 | Varnish inhibitors | I agree and I understand |
| | 10 | Zinc free, ashless | I agree and I understand |
| | | | |

| | | |
|--|--|--------------------------|
| 11 | Must be approved for use in hydroelectric turbine bearings | I agree and I understand |
| 12 | Must be compatible with Chevron GST 46 per ASTM Standard D7155 due to inability to completely drain systems | I agree and I understand |
| 13 | Upload Brochure for product quoting here | gst pds.pdf |
| 14 | Upload Safety Data Sheet (SDS) for product quoting here | gst sds.pdf |
| Delivery | | |
| 1 | All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point. | Understood and Agreed |
| 2 | Product must be delivered in bulk or barrel to 2701 N Waterworks St., Spokane WA 99212 on/around March 1, 2024. | Understood and Agreed |
| Additional Items | | |
| 1 | The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions. | Yes |
| Payment Terms | | |
| 1 | Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount. | Understood and Agreed |
| 2 | Supplier agrees to accept Visa credit card payment at no additional fee. | Yes |
| Sales Tax | | |
| 1 | The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax. | Understood and Agreed |
| Business Registration Requirement | | |
| | | |

| | | |
|----------------------------------|---|-----------------------|
| 1 | 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 being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the supplier 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. | Understood and Agreed |
| 2 | Supplier's Business Registration No. | 600-638370 |
| Polychlorinated Biphenyls (PCBs) | | |
| 1 | In accordance with SMC 7.06.172(A), respondent certifies the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels. | Understood and Agreed |
| 2 | As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)? | Yes |
| 3 | If so, were PCBs found at a measurable level? | No |
| 4 | As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)? | Yes |
| 5 | If so, note from whom the results can be obtained. | Chevron USA |
| 6 | Do you have reason to believe the product contains measurable levels of PCBs? | No |
| 7 | Do you have reason to believe the product packaging contains measurable levels of PCBs? | No |
| Terms & Conditions | | |
| 1 | Submission of a bid constitutes acceptance of the Terms & Conditions of this request in accordance with the document so named in the 'Documents' tab. | Understood and Agreed |

Pricing Responses

| Group | Reference Number | Description | Type | Unit Of Measure | Quantity | Unit Price | Ext Base Price | Comment | Make/Model |
|-----------|------------------|----------------------------------|------|-----------------|----------|------------|----------------|---------|------------|
| Product - | | Ph2 Hydraulic Oil - 3000 gallons | | | | | | | |

| | | | | | |
|-----------------------|-------------------------|----------|----------|------------|-------------|
| 1 | Ph2 Hydraulic Oil | Base gal | 3,000.00 | \$18.89 | \$56,670.00 |
| Sales Tax | | | | | |
| 1 | Sales Tax - 9% | Base lt | 1.00 | \$5,100.30 | \$5,100.30 |
| Total Base Bid | | | | | \$61,770.30 |



GST ADVANTAGE™ RO 32, 46

PRODUCT DESCRIPTION

GST Advantage™ RO products are formulated with VARTECH™ Technology, which is advanced chemistry combined with premium base oils that inhibits varnish formation to help maintain peak performance, reliability and productivity.

CUSTOMER BENEFITS

GST Advantage RO products deliver value through:

- **Low Varnish Potential** ensures varnish formation is minimized to extend oil life and protect equipment.
- **Exceptional Oxidation and Thermal Stability** for long service life at severe temperatures with minimal deposit formation.
- **Outstanding Rust and Corrosion Protection**
- **Minimum Foaming** helps prevent sump overflow or erratic governor operation.
- **Fast Air Release** minimizes possibility of pump cavitation in systems with high circulation rates and lesser residence time.
- **Rapid Water Separation** facilitates water removal.
- **Hydraulic Fluid Service** for systems requiring an ISO viscosity grade 32 or 46, and pressures not exceeding 1000 psi.
- **Air Compressor Lubricant** for systems requiring an ISO viscosity grade 32 or 46 R&O oil.

FEATURES

GST Advantage RO products are formulated with VARTECH Technology to resist and disrupt the formation of varnish while maintaining outstanding thermal and oxidative stability. They are suitable for use in non-g geared gas and steam turbines where elevated temperatures are experienced and require circulation systems with exceptional high temperature stability.

GST Advantage RO combines highly refined group II base stocks and a unique ashless, zinc-free formulation minimizing the formation of deposits in reservoirs, high temperature bearings, and, other hot areas of the turbine that can lead to trips and failures.



APPLICATIONS

GST® Advantage RO products are formulated to meet the critical demands of non-g geared gas, steam and hydroelectric turbine bearing lubrication and R&O service in marine reduction gears. They are additionally suitable for industrial severe service requiring an R&O, ISO viscosity grade 32 or 46 circulating oil with extended service capability.

Product(s) manufactured in the USA.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

A Chevron company product

1 November 2021
IO-88

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PERFORMANCE CLAIMS

| | 32 | 46 |
|---|-----------|-----------|
| Ansaldo Energia TG02-0171-E0000 | | A |
| Ansaldo Energia AD000020487 | A | A |
| Doosan Skoda TP0010P | A | A |
| MAN Energy Solutions 10000494596 | A | A |
| Siemens TLV 9013 04, TLV 9013 05 | A | A |
| Alstom NBA P50001A | M | M |
| Alstom NBA P50003A | M | |
| General Electric (Alstom) HTGD 90117 | M | M |
| GE Oil & Gas ITN52220.02, ITN 52220.03 | M | M |
| General Electric GEK 28143a, b | M | M |
| General Electric GEK 107395A, 120498, 27070, 32568e-k, 46506d, e | M | |
| MAG Cincinnati Cincinnati Machine P-38 | M | |
| MAG Cincinnati Cincinnati Machine P-55 | | M |
| Siemens MAT 812101 | M | |
| Siemens MAT 812102 | | M |
| Siemens Westinghouse PD-55125Z3 | M | |
| Solar Turbine ES 9-224 Class II | M | M |
| ASTM D4304 Type I, III | M | M |
| ANSI/AGMA 9005-F16 | M | M |
| British Standard 489 | M | M |
| DIN 51515-1 TD, 51515-2 TG | M | M |
| ISO 8068 AR, B, L-TSA, L-TGA | M | M |
| JIS K-2213 Type 2 | M | M |

A: Approved for

M: Meets or exceeds requirements

Do not use in high pressure systems in the vicinity of flames, sparks and hot surfaces. Use only in well ventilated areas. Keep container closed.

Do not use in breathing air apparatus or medical equipment.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

TYPICAL TEST DATA

| ISO Grade | 32 | 46 |
|---------------------------------------|-----------|-----------|
| <i>Product Number</i> | 253093 | 253094 |
| <i>SDS Number</i> | | |
| <i>U.S.</i> | 47986 | 47986 |
| <i>Canada</i> | 47987 | 47987 |
| <i>Mexico</i> | 47988 | 47988 |
| API Gravity | 32.5 | 33.0 |
| Viscosity, Kinematic | | |
| cSt at 40°C | 34.2 | 42.4 |
| cSt at 100°C | 5.7 | 6.6 |
| Viscosity, Saybolt | | |
| SUS at 100°F | 162.3 | 218.2 |
| SUS at 210°F | 44.4 | 48.1 |
| Viscosity Index | 105 | 103 |
| Flash Point, °C(°F) | 224(435) | 236(456) |
| Pour Point, °C(°F) | -14(7) | -13(9) |
| Oxidation Stability | | |
| ASTM D943 ^a | 10,000 | 10,000 |
| ASTM D2272 ^b | 1,500 | 1,600 |
| IP 280 (TOP), m % | 0.08 | 0.08 |
| Air Release D3427 at 50°C, minutes | 1.4 | 2.1 |

a Hours to 2.0 mg KOH/g acid number D943.

b Minutes to 25 psi pressure drop.

Minor variations in product typical test data are to be expected in normal manufacturing.

Always confirm that the product selected is consistent with the original equipment manufacturer's recommendation for the equipment operating conditions and customer's maintenance practices.

1 November 2021
IO-88

Safety Data Sheet



SECTION 1 PRODUCT AND COMPANY IDENTIFICATION

GST Advantage™ RO 32, 46

Product Use: Turbine Oil

Product Number(s): 219416, 253093, 253094, 254617, 278089

Synonyms: GST Advantage™ RO 32 ISOCLEAN Certified; GST Advantage™ RO 46 ISOCLEAN Certified

Company Identification

Chevron Products Company
a division of Chevron U.S.A. Inc.
6001 Bollinger Canyon Rd.
San Ramon, CA 94583
United States of America
www.chevronlubricants.com

Transportation Emergency Response

CHEMTREC: (800) 424-9300 or (703) 527-3887

Health Emergency

Chevron Emergency & Information Center: Located in the USA. International collect calls accepted. (800) 231-0623 or (510) 231-0623

Product Information

email : lubemsds@chevron.com

Product Information: 1 (800) 582-3835, LUBETEK@chevron.com

SECTION 2 HAZARDS IDENTIFICATION

CLASSIFICATION:

Not classified as hazardous according to 29 CFR 1910.1200 (2012).

HAZARDS NOT OTHERWISE CLASSIFIED: Not Applicable

SECTION 3 COMPOSITION/ INFORMATION ON INGREDIENTS

| COMPONENTS | CAS NUMBER | AMOUNT |
|--|------------|-----------------|
| Highly refined mineral oil (C15 - C50) | Mixture | 70 - 99 %weight |

SECTION 4 FIRST AID MEASURES

Description of first aid measures

Eye: No specific first aid measures are required. As a precaution, remove contact lenses, if worn, and flush eyes with water.

Skin: No specific first aid measures are required. As a precaution, remove clothing and shoes if contaminated. To remove the material from skin, use soap and water. Discard contaminated clothing and shoes or thoroughly clean before reuse.

Ingestion: No specific first aid measures are required. Do not induce vomiting. As a precaution, get medical advice.

Inhalation: No specific first aid measures are required. If exposed to excessive levels of material in the air, move the exposed person to fresh air. Get medical attention if coughing or respiratory discomfort occurs.

Most important symptoms and effects, both acute and delayed

IMMEDIATE HEALTH EFFECTS

Eye: Not expected to cause prolonged or significant eye irritation.

Skin: High-Pressure Equipment Information: Accidental high-velocity injection under the skin of materials of this type may result in serious injury. Seek medical attention at once should an accident like this occur. The initial wound at the injection site may not appear to be serious at first; but, if left untreated, could result in disfigurement or amputation of the affected part.

Contact with the skin is not expected to cause prolonged or significant irritation. Contact with the skin is not expected to cause an allergic skin response. Not expected to be harmful to internal organs if absorbed through the skin.

Ingestion: Not expected to be harmful if swallowed.

Inhalation: Not expected to be harmful if inhaled. Contains a petroleum-based mineral oil. May cause respiratory irritation or other pulmonary effects following prolonged or repeated inhalation of oil mist at airborne levels above the recommended mineral oil mist exposure limit. Symptoms of respiratory irritation may include coughing and difficulty breathing.

DELAYED OR OTHER HEALTH EFFECTS: Not classified

Indication of any immediate medical attention and special treatment needed

Note to Physicians: In an accident involving high-pressure equipment, this product may be injected under the skin. Such an accident may result in a small, sometimes bloodless, puncture wound.

However, because of its driving force, material injected into a fingertip can be deposited into the palm of the hand. Within 24 hours, there is usually a great deal of swelling, discoloration, and intense throbbing pain. Immediate treatment at a surgical emergency center is recommended.

SECTION 5 FIRE FIGHTING MEASURES

EXTINGUISHING MEDIA: Use water fog, foam, dry chemical or carbon dioxide (CO₂) to extinguish flames.

Unusual Fire Hazards: Leaks/ruptures in high pressure system using materials of this type can create a fire hazard when in the vicinity of ignition sources (eg. open flame, pilot lights, sparks, or electric arcs).

PROTECTION OF FIRE FIGHTERS:

Fire Fighting Instructions: This material will burn although it is not easily ignited. See Section 7 for proper handling and storage. For fires involving this material, do not enter any enclosed or confined fire space without proper protective equipment, including self-contained breathing apparatus.

Combustion Products: Highly dependent on combustion conditions. A complex mixture of airborne solids, liquids, and gases including carbon monoxide, carbon dioxide, and unidentified organic compounds will be evolved when this material undergoes combustion.

SECTION 6 ACCIDENTAL RELEASE MEASURES

Protective Measures: Eliminate all sources of ignition in vicinity of spilled material.

Spill Management: Stop the source of the release if you can do it without risk. Contain release to prevent further contamination of soil, surface water or groundwater. Clean up spill as soon as possible, observing precautions in Exposure Controls/Personal Protection. Use appropriate techniques such as applying non-combustible absorbent materials or pumping. Where feasible and appropriate, remove contaminated soil. Place contaminated materials in disposable containers and dispose of in a manner consistent with applicable regulations.

Reporting: Report spills to local authorities and/or the U.S. Coast Guard's National Response Center at (800) 424-8802 as appropriate or required.

SECTION 7 HANDLING AND STORAGE

General Handling Information: Avoid contaminating soil or releasing this material into sewage and drainage systems and bodies of water.

Precautionary Measures: DO NOT USE IN HIGH PRESSURE SYSTEMS in the vicinity of flames, sparks and hot surfaces. Use only in well ventilated areas. Keep container closed.

Static Hazard: Electrostatic charge may accumulate and create a hazardous condition when handling this material. To minimize this hazard, bonding and grounding may be necessary but may not, by themselves, be sufficient. Review all operations which have the potential of generating and accumulating an electrostatic charge and/or a flammable atmosphere (including tank and container filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate mitigating procedures.

Container Warnings: Container is not designed to contain pressure. Do not use pressure to empty container or it may rupture with explosive force. Empty containers retain product residue (solid, liquid, and/or vapor) and can be dangerous. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, static electricity, or other sources of ignition. They may explode and cause injury or death. Empty containers should be completely drained, properly closed, and promptly returned to a drum reconditioner or disposed of properly.

SECTION 8 EXPOSURE CONTROLS/PERSONAL PROTECTION

GENERAL CONSIDERATIONS:

Consider the potential hazards of this material (see Section 2), applicable exposure limits, job activities, and other substances in the workplace when designing engineering controls and selecting personal protective equipment (PPE). If engineering controls or work practices are not adequate to prevent exposure to harmful levels of this material, refer to PPE information below.

Factors that affect PPE include, but are not limited to: properties of the chemical, other chemicals which may contact the same PPE, physical requirements (fit & sizing, cut/puncture protection, dexterity, thermal protection, etc.), and potential allergic reactions to the PPE material. It is the responsibility of the user to read and understand all instructions and limitations supplied with the equipment since protection is usually provided for a limited time or under certain circumstances. Refer to appropriate CEN standards.

ENGINEERING CONTROLS:

Use in a well-ventilated area.

PERSONAL PROTECTIVE EQUIPMENT

Eye/Face Protection: Wear protective equipment to prevent eye contact. Selection of protective equipment may include safety glasses, chemical goggles, face shields, or a combination depending on the work operations conducted.

Skin Protection: Wear chemical personal protective equipment (PPE) to prevent skin contact. Selection of chemical protective clothing should be performed by an Occupational Hygienist or Safety Professional and be based upon applicable standards (ASTM F739 or EN 374). Using chemical PPE depends upon operations conducted and may include chemical gloves, boots, chemical apron, chemical suit, and complete facial protection. Refer to PPE manufacturers to obtain breakthrough time information to determine how long PPE can be used before it needs to be replaced. Unless specific glove manufacturer data indicates otherwise, the below table is based upon available industry data to assist in the glove selection process and is intended to be used as reference only.

| Chemical Glove Material | Thickness (mm) | Typical Breakthrough Time (minutes) |
|-------------------------|----------------|-------------------------------------|
|-------------------------|----------------|-------------------------------------|

| | | |
|-------------|-----|-----|
| Butyl | 0.7 | 120 |
| Nitrile | 0.8 | 240 |
| Viton Butyl | 0.3 | 240 |

Respiratory Protection: No respiratory protection is normally required.

If user operations generate an oil mist, determine if airborne concentrations are below the occupational exposure limit for mineral oil mist. If not, wear an approved respirator that provides adequate protection from the measured concentrations of this material. For air-purifying respirators use a particulate cartridge.

Use a positive pressure air-supplying respirator in circumstances where air-purifying respirators may not provide adequate protection.

Occupational Exposure Limits:

| Component | Agency | Form | TWA | STEL | Ceiling | Notation |
|--|----------|------|---------|----------|---------|----------|
| Highly refined mineral oil (C15 - C50) | ACGIH | -- | 5 mg/m3 | 10 mg/m3 | -- | -- |
| Highly refined mineral oil (C15 - C50) | OSHA Z-1 | -- | 5 mg/m3 | -- | -- | -- |

Consult local authorities for appropriate values.

SECTION 9 PHYSICAL AND CHEMICAL PROPERTIES

Attention: the data below are typical values and do not constitute a specification.

Color: Brown to yellow

Physical State: Liquid

Odor: Petroleum odor

Odor Threshold: No data available

pH: Not Applicable

Vapor Pressure: No data available

Relative Vapor Density: No data available

Initial Boiling Point: No data available

Solubility: Soluble in hydrocarbons; insoluble in water

Freezing Point: Not Applicable

Melting Point: No data available

Particle Characteristics: Not applicable

Density: 0.8604 kg/l - 0.8631 kg/l @ 15°C (59°F) (Typical)

Kinematic Viscosity: 33.2 mm²/s - 46 mm²/s @ 40°C (104°F)

Coefficient of Therm. Expansion / °F: No data available

Evaporation Rate: No data available

Decomposition temperature: No data available

Partition coefficient n-octanol/water (logarithmic value): No data available

FLAMMABLE PROPERTIES:

Flammability (solid, gas): Not Applicable

Flashpoint: (Cleveland Open Cup) 215 °C (419 °F) (Minimum)

Autoignition: No data available

Flammability (Explosive) Limits (% by volume in air): Lower: Not Applicable Upper: Not Applicable

SECTION 10 STABILITY AND REACTIVITY

Reactivity: May react with strong acids or strong oxidizing agents, such as chlorates, nitrates,

peroxides, etc.

Chemical Stability: This material is considered stable under normal ambient and anticipated storage and handling conditions of temperature and pressure.

Incompatibility With Other Materials: Not applicable

Hazardous Decomposition Products: None known (None expected)

Hazardous Polymerization: Hazardous polymerization will not occur.

SECTION 11 TOXICOLOGICAL INFORMATION

Information on toxicological effects

Serious Eye Damage/Irritation: The material is not considered an eye irritant. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Skin Corrosion/Irritation: The material is not considered a skin irritant. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Skin Sensitization: The material is not considered a skin sensitizer. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Acute Dermal Toxicity: The material is not considered a dermal toxicant. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Acute Oral Toxicity: The material is not considered an oral toxicant. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Acute Inhalation Toxicity: The material is not considered an inhalation toxicant. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Acute Toxicity Estimate: Not Determined

Germ Cell Mutagenicity: The material is not considered a mutagen. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Carcinogenicity: The material is not considered a carcinogen. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Reproductive Toxicity: The material is not considered a reproductive toxicant. The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Specific Target Organ Toxicity - Single Exposure: The material is not considered a target organ toxicant (single exposure). The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Specific Target Organ Toxicity - Repeated Exposure: The material is not considered a target organ toxicant (repeated exposure). The product has not been tested. The statement is based on evaluation of data for similar materials or product components.

Aspiration Hazard: The material is not considered an aspiration hazard.

ADDITIONAL TOXICOLOGY INFORMATION:

This product contains petroleum base oils which may be refined by various processes including severe solvent extraction, severe hydrocracking, or severe hydrotreating. None of the oils requires a cancer warning under the OSHA Hazard Communication Standard (29 CFR 1910.1200). These oils have not been listed in the National Toxicology Program (NTP) Annual Report nor have they been classified by the International Agency for Research on Cancer (IARC) as; carcinogenic to humans (Group 1), probably carcinogenic to humans (Group 2A), or possibly carcinogenic to humans (Group 2B).

These oils have not been classified by the American Conference of Governmental Industrial Hygienists (ACGIH) as: confirmed human carcinogen (A1), suspected human carcinogen (A2), or confirmed animal

carcinogen with unknown relevance to humans (A3).

SECTION 12 ECOLOGICAL INFORMATION

ECOTOXICITY

This material is not expected to be harmful to aquatic organisms. The product has not been tested. The statement has been derived from the properties of the individual components.

MOBILITY

No data available.

PERSISTENCE AND DEGRADABILITY

This material is not expected to be readily biodegradable. The product has not been tested. The statement has been derived from the properties of the individual components.

POTENTIAL TO BIOACCUMULATE

Bioconcentration Factor: No data available.
Partition coefficient n-octanol/water (logarithmic value): No data available

SECTION 13 DISPOSAL CONSIDERATIONS

Use material for its intended purpose or recycle if possible. Oil collection services are available for used oil recycling or disposal. Place contaminated materials in containers and dispose of in a manner consistent with applicable regulations. Contact your sales representative or local environmental or health authorities for approved disposal or recycling methods.

SECTION 14 TRANSPORT INFORMATION

The description shown may not apply to all shipping situations. Consult 49CFR, or appropriate Dangerous Goods Regulations, for additional description requirements (e.g., technical name) and mode-specific or quantity-specific shipping requirements.

DOT Shipping Description: NOT REGULATED AS HAZARDOUS MATERIAL UNDER 49 CFR

IMO/IMDG Shipping Description: NOT REGULATED AS DANGEROUS GOODS FOR TRANSPORT UNDER THE IMDG CODE

ICAO/IATA Shipping Description: NOT REGULATED AS DANGEROUS GOODS FOR TRANSPORT UNDER ICAO

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC code:
Not applicable

SECTION 15 REGULATORY INFORMATION

EPCRA 311/312 CATEGORIES: Not applicable

REGULATORY LISTS SEARCHED:

| | |
|---------------------|----------------|
| 01-1=IARC Group 1 | 05=MA RTK |
| 01-2A=IARC Group 2A | 06=NJ RTK |
| 01-2B=IARC Group 2B | 07=PA RTK |
| 02=NTP Carcinogen | 08-1=TSCA 5(e) |

03=EPCRA 313
04=CA Proposition 65

08-2=TSCA 12(b)

No components of this material were found on the regulatory lists above.

CHEMICAL INVENTORIES:

All components comply with the following chemical inventory requirements: AIIIC (Australia), DSL (Canada), EINECS (European Union), ENCS (Japan), IECSC (China), KECI (Korea), PICCS (Philippines), TCSI (Taiwan), TSCA (United States).

NEW JERSEY RTK CLASSIFICATION:

Under the New Jersey Right-to-Know Act L. 1983 Chapter 315 N.J.S.A. 34:5A-1 et. seq., the product is to be identified as follows: PETROLEUM OIL (Lubricating oil)

SECTION 16 OTHER INFORMATION

NFPA RATINGS: Health: 0 Flammability: 1 Reactivity: 0

HMIS RATINGS: Health: 0 Flammability: 1 Reactivity: 0
(0-Least, 1-Slight, 2-Moderate, 3-High, 4-Extreme, PPE:- Personal Protection Equipment Index recommendation, *- Chronic Effect Indicator). These values are obtained using the guidelines or published evaluations prepared by the National Fire Protection Association (NFPA) or the National Paint and Coating Association (for HMIS ratings).

REVISION STATEMENT: SECTION 08 - Eye/Face Protection information was modified.
SECTION 08 - General Considerations information was modified.
SECTION 08 - Personal Protective Equipment List information was deleted.
SECTION 08 - Personal Protective Equipment information was added.
SECTION 08 - Skin Protection information was modified.
SECTION 09 - Physical/Chemical Properties information was modified.

Revision Date: September 01, 2023

ABBREVIATIONS THAT MAY HAVE BEEN USED IN THIS DOCUMENT:

| | |
|---|--|
| TLV - Threshold Limit Value | TWA - Time Weighted Average |
| STEL - Short-term Exposure Limit | PEL - Permissible Exposure Limit |
| GHS - Globally Harmonized System | CAS - Chemical Abstract Service Number |
| ACGIH - American Conference of Governmental Industrial Hygienists | IMO/IMDG - International Maritime Dangerous Goods Code |
| API - American Petroleum Institute | SDS - Safety Data Sheet |
| HMIS - Hazardous Materials Information System | NFPA - National Fire Protection Association (USA) |
| DOT - Department of Transportation (USA) | NTP - National Toxicology Program (USA) |
| IARC - International Agency for Research on Cancer | OSHA - Occupational Safety and Health Administration |
| NCEL - New Chemical Exposure Limit | EPA - Environmental Protection Agency |
| SCBA - Self-Contained Breathing Apparatus | |

Prepared according to the 29 CFR 1910.1200 (2012) by Chevron Technical Center, 6001 Bollinger Canyon Road, San Ramon, CA 94583.

The above information is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made available subsequent to the date

hereof may suggest modifications of the information, we do not assume any responsibility for the results of its use. This information is furnished upon condition that the person receiving it shall make his own determination of the suitability of the material for his particular purpose.



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/08/2024

Committee Agenda type: Consent

Date Rec'd 12/19/2023

Clerk's File # OPR 2024-0026

Renews #

Cross Ref #

Council Meeting Date: 01/22/2024

| | | | |
|------------------------|---------------------|------------------|--|
| Submitting Dept | PLANNING & ECONOMIC | Project # | |
|------------------------|---------------------|------------------|--|

| | | | |
|---------------------------|-------------------|--------------|--|
| Contact Name/Phone | AMANDA BECK X6414 | Bid # | |
|---------------------------|-------------------|--------------|--|

| | | | |
|-----------------------|-----------------------|----------------------|--|
| Contact E-Mail | ABECK@SPOKANECITY.ORG | Requisition # | |
|-----------------------|-----------------------|----------------------|--|

| | | | |
|-------------------------|---------------|--|--|
| Agenda Item Type | Contract Item | | |
|-------------------------|---------------|--|--|

| | | | |
|---------------------------|-------------------|--|--|
| Council Sponsor(s) | MCATHCART JBINGLE | | |
|---------------------------|-------------------|--|--|

| | | | |
|-------------------------|--|--|--|
| Agenda Item Name | 0650 - MFTE CONDITIONAL AGREEMENT FOR 10 N POST ST | | |
|-------------------------|--|--|--|

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Peyton Project LLC, for the future construction of approximately 96 units, at Parcel Number(s) 35183.0507 commonly known as 10 N Post Street

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ 0

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 0

Narrative

| Amount | Budget Account |
|---------------|-----------------------|
| Neutral \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| \$ | # |
| \$ | # |



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

MACDONALD, STEVEN

Division Director

GARDNER, SPENCER

Accounting Manager

ORLOB, KIMBERLY

Legal

PICCOLO, MIKE

For the Mayor

JONES, GARRETT

Additional Approvals

Distribution List

Ryan Berg (Peyton Project LLC) -

smacdonald@spokanecity.org

sgardner@spokanecity.org

abeck@spokanecity.org

tstripes@spokanecity.org

rbenzie@spokanecity.org



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

| | |
|--|---|
| Submitting Department | Planning and Economic Development |
| Contact Name & Phone | Amanda Beck, 509-625-6414 |
| Contact Email | abeck@spokanecity.org |
| Council Sponsor(s) | <u>Jonathan Bingle, Michael Cathcart</u> |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Multi-Family Tax Exemption (MFTE) Conditional Agreement |
| Summary (Background) | <p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the Peyton Project Apartments Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the project is constructed, the applicant intends to finalize as a 12-yr Affordable Rentals of 12 + Units.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p> |
| Proposed Council Action & Date: | <p>Approve the MFTE Conditional Agreement for the <u>Peyton Project Apartments</u> at the January 22, 2024 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 96 units, at 10 N POST ST SPOKANE, WA</p> <ul style="list-style-type: none"> Property is zoned DTC and the proposed use is allowed. Estimated Construction Costs: 34000000 Located in the Riverside neighborhood. |
| Fiscal Impact: | |
| Total Cost: \$0 | |
| Approved in current year budget? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A |
| Funding Source | <input type="checkbox"/> One-time <input type="checkbox"/> Recurring |
| Specify funding source: | |
| Expense Occurrence | <input type="checkbox"/> One-time <input type="checkbox"/> Recurring |
| Other budget impacts: (revenue generating, match requirements, etc.) | |

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

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

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

RCW 84.14.100

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

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

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

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

- (a) **The number of tax exemption certificates granted;**
- (b) **The total number and type of units produced or to be produced;**

- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

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

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

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

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

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

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

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

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

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

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

H 1.9 Mixed-Income Housing

H 1.4 Use of Existing Infrastructure

H 1.10 Lower-Income Housing Development Incentives

H 1.11 Access to Transportation

H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement



PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and PEYTON PROJECT, LLC, as “Owner/Taxpayer” whose business address is 915 W 2ND AVE SPOKANE, WA 99201-4530.

WITNESSETH:

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

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

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

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

RES&ADD SPOKANE FALLS W1/2 OF L4&ALL OF L5 B22

Assessor’s Parcel Number(s) **35183.0507**,

commonly known as

10 N POST ST SPOKANE, WA.

WHEREAS, this property is located in the **Spokane Targeted Investment Area** and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 12 + Units**, as defined in SMC 08.15.090.

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

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

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council’s approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use

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

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines “affordable housing” as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household’s monthly income. The duration of this requirement will be the length of the tenant’s current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately **96** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

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

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City’s Planning and Economic Development Department, which will require the following:

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

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

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

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

7. The City agrees, conditioned on the Owner/Taxpayer’s successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the

Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

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

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **30%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth

in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Owner/Taxpayer maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Owner/Taxpayer fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Owner/Taxpayer receiving notice that the exemption has been terminated.

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

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

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

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

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

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

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

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

PEYTON PROJECT, LLC

By:

By:

Mayor, Nadine Woodward

Its:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/08/2024

Committee Agenda type: Consent

| | |
|-----------------------|---------------|
| Date Rec'd | 12/19/2023 |
| Clerk's File # | OPR 2024-0027 |
| Renews # | |
| Cross Ref # | |

Council Meeting Date: 01/22/2024

| | | | |
|---------------------------|---|----------------------|--|
| Submitting Dept | PLANNING & ECONOMIC | Project # | |
| Contact Name/Phone | AMANDA BECK X6414 | Bid # | |
| Contact E-Mail | ABECK@SPOKANECITY.ORG | Requisition # | |
| Agenda Item Type | Contract Item | | |
| Council Sponsor(s) | JBINGLE MCATHCART | | |
| Agenda Item Name | 0650 - MFTE CONDITIONAL AGREEMENT - 714 N MONROE ST | | |

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Linc Lofts LLC, for the future construction of approximately 22 units, at Parcel Number(s) 35064.3614 commonly known as 516 W Cora Ave

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ 0

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 0

Narrative

Amount

Budget Account

| | | |
|---------|----|---|
| Neutral | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| | \$ | # |
| | \$ | # |



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

| Dept Head | | Additional Approvals | |
|---------------------------|-------------------|-----------------------------|--|
| Division Director | GARDNER, SPENCER | | |
| Accounting Manager | MACDONALD, STEVEN | | |
| Legal | ORLOB, KIMBERLY | | |
| For the Mayor | PICCOLO, MIKE | | |
| | JONES, GARRETT | | |

Distribution List

| | |
|--|----------------------------|
| Chris Batten - chris@rencorprealty.com | smacdonald@spokanecity.org |
| sgardner@spokanecity.org | rbenzie@spokanecity.org |
| tstripes@spokanecity.org | abeck@spokanecity.org |
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PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

| | |
|--|---|
| Submitting Department | Planning and Economic Development |
| Contact Name & Phone | Amanda Beck, 509-625-6414 |
| Contact Email | tstripes@spokanecity.org |
| Council Sponsor(s) | <u>Jonathan Bingle, Michael Cathcart</u> |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Multi-Family Tax Exemption (MFTE) Conditional Agreement |
| Summary (Background) | <p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC <u>08.15</u> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <u>Linc Lofts</u> Conditional application meets the Project Eligibility defined in SMC <u>08.15.040</u> and is located in a previously adopted Residential Target Areas identified in SMC <u>08.15.030</u>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <u>12-yr Affordable Rentals of 12 + Units</u>.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p> |
| Proposed Council Action & Date: | <p>Approve the MFTE Conditional Agreement for the <u>Linc Lofts</u> at January 22, 2024 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for <u>22 units</u>, at <u>714 N MONROE ST SPOKANE, WA</u></p> <ul style="list-style-type: none"> Property is zoned <u>DTG-70</u> and the proposed use is allowed. Estimated Construction Costs: <u>3000000</u> Located in the <u>Riverside</u> neighborhood. |
| Fiscal Impact: | |
| Total Cost: <u>\$0</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: | |
| Expense Occurrence | <input type="checkbox"/> One-time <input type="checkbox"/> Recurring |
| Other budget impacts: (revenue generating, match requirements, etc.) | |

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

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

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

RCW 84.14.100

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

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

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

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

- (a) **The number of tax exemption certificates granted;**
- (b) **The total number and type of units produced or to be produced;**

- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

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

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

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

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

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

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

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

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

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

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

H 1.9 Mixed-Income Housing

H 1.4 Use of Existing Infrastructure

H 1.10 Lower-Income Housing Development Incentives

H 1.11 Access to Transportation

H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement



PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and LINC LOFTS, LLC, as “Owner/Taxpayer” whose business address is 502 W RIVERSIDE AVE STE 103 SPOKANE, WA 99201-5118.

WITNESSETH:

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

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

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

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

POSTS ADD RES&EXT E80FT L10 B12

Assessor’s Parcel Number(s) **35183.1408**,

commonly known as

714 N MONROE ST SPOKANE, WA.

WHEREAS, this property is located in the **Spokane Targeted Investment Area** and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 12 + Units**, as defined in SMC 08.15.090.

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

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

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council’s approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use

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

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately **22** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

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

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

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

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

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

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

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the

Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

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(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

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

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **30%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth

in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Owner/Taxpayer maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Owner/Taxpayer fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Owner/Taxpayer receiving notice that the exemption has been terminated.

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

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

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

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16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

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

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

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

LINC LOFTS, LLC

By:

By:

Mayor, Nadine Woodward

Its:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/08/2024

Committee Agenda type: Consent

Date Rec'd 12/27/2023

Clerk's File # OPR 2024-0028

Renews #

Cross Ref #

Council Meeting Date: 01/22/2024

| | | | |
|------------------------|------|------------------|--|
| Submitting Dept | FIRE | Project # | |
|------------------------|------|------------------|--|

| | | | |
|---------------------------|----------------|--------------|--|
| Contact Name/Phone | BRIAN 625-7001 | Bid # | |
|---------------------------|----------------|--------------|--|

| | | | |
|-----------------------|----------------------------|----------------------|-----|
| Contact E-Mail | BSCHAEFFER@SPOKANECITY.ORG | Requisition # | N/A |
|-----------------------|----------------------------|----------------------|-----|

| | | | |
|-------------------------|---------------|--|--|
| Agenda Item Type | Contract Item | | |
|-------------------------|---------------|--|--|

| | | | |
|---------------------------|---------------------|--|--|
| Council Sponsor(s) | BWILKERSON ZZAPPONE | | |
|---------------------------|---------------------|--|--|

| | | | |
|-------------------------|---|--|--|
| Agenda Item Name | 1970- FIRE/EMS- FIRE MOBILIZATION INTERAGENCY AGREEMENT BETWEEN | | |
|-------------------------|---|--|--|

Agenda Wording

Agreement between the Spokane Fire Department and Washington State Patrol to allow for reimbursement of wildfire mobilization costs.

Summary (Background)

The agreement is to provide for the reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with the Revised Codes of Washington 43.43.960 through 43.43.964 and the Washington State Fire Services Resource Mobilization Plan. The Mobilization plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdiction in Washington State. The Agreement runs January 1, 2024 to January 1, 2029.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ 0.00 Reimbursement Agreement

Current Year Cost \$ N/A

Subsequent Year(s) Cost \$ N/A

Narrative

Personnel, equipment and travel costs will be paid up front by SFD from the Fire/EMS budget and reimbursed by Washington State Patrol upon submittal of reimbursement forms. City will bill for any backfill costs of members that are mobilized as well.

| Amount | Budget Account |
|---------------|-----------------------|
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| \$ | # |
| \$ | # |

Committee Agenda Sheet

Select Committee Name

| | |
|---|---|
| Committee Date | |
| Submitting Department | Fire |
| Contact Name | Brian Schaeffer |
| Contact Email & Phone | bschaeffer@spokanecity.org x7001 |
| Council Sponsor(s) | Please enter the name of the Council Sponsor(s) |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Interagency Agreement between Spokane Fire Department and Washington State Patrol to allow for reimbursement of wildfire mobilization costs. |
| Proposed Council Action | <input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only |
| Summary (Background) | <p>This agreement between the Washington State Patrol and the Spokane Fire Department is to provide for the reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with RCW 43.43.960 through RCW 43.43.964 and the Washington State Fire Services Resource Mobilization Plan.</p> <p>The Mobilization Plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdiction in Washington State.</p> <p>The period of performance of this Agreement begins on January 1, 2024 and ends on January 1, 2029.</p> |
| Fiscal Impact | <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>\$0.00 Reimbursement Agreement</u></p> <p>Current year cost: N/A</p> <p>Subsequent year(s) cost: N/A</p> <p>Narrative: <u>Personnel, equipment and travel costs will be paid up front by the Spokane Fire Department from the Fire/EMS budget and reimbursed by Washington State Patrol upon submittal of reimbursement forms. City will bill for any backfill costs of members that are mobilized as well.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? | |

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?

FIRE MOBILIZATION INTERAGENCY AGREEMENT
BETWEENSTATE OF WASHINGTON
WASHINGTON STATE PATROL

AND

SPOKANE FIRE DEPARTMENT

This Interagency Agreement (Agreement), pursuant to RCW 43.43.960 through RCW 43.43.964 (State Fire Service Mobilization) and Chapter 39.34 RCW (Interlocal Cooperation Act), is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and **Spokane Fire Department**, a statutorily authorized fire agency within the State of Washington, hereinafter referred to as "Fire Agency."

The purpose of this Agreement is to provide for the reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with RCW 43.43.960 through RCW 43.43.964 and the Washington State Fire Services Resource Mobilization Plan (Mobilization Plan). The Mobilization Plan and any subsequent versions adopted pursuant to RCW 43.43.962 are incorporated herein by this reference and can be found at: <https://www.wsp.wa.gov/all-risk-mobilization/>

Therefore, it is mutually agreed that:

- 1. Mobilization Plan.** The Mobilization Plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdiction in Washington State that has expended all local and mutual aid resources in attempting to manage, mitigate and control an emergency incident or situation for the protection of life and property. If the Fire Agency responds with its available assets to an incident mobilization, both parties shall comply with the procedures detailed in the Mobilization Plan.
- 2. Period of Performance.** The period of performance of this Agreement begins on **1/01/2024** and ends on **1/01/2029** unless terminated sooner as provided herein.
- 3. Billing Procedures.** WSP shall reimburse the Fire Agency upon the receipt of properly executed claim forms submitted by the Fire Agency according to the Mobilization Plan. Claims for payment submitted by the Fire Agency to WSP for costs due and payable under this Agreement shall be paid by WSP if received by WSP within 45 days from the end of each respective fire mobilization. The Fire Agency is required to be registered as a Statewide Payee prior to submitting a request for payment under this Contract. The Washington State Office of Financial Management (OFM) maintains the Statewide Payee Registration System; to obtain registration materials go to <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>
- 4. Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
- 5. Records Maintenance.** Both parties shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.
- 6. Agreement Management.** The work described herein shall be performed under the coordination of the parties' Contract Managers listed below, or their successors. They shall provide assistance and guidance to the other party necessary for the performance of this Agreement. The parties shall notify each other within ten (10) business days of a change in Contract Manager.

| | |
|--|---|
| Contract Manager for SPOKANE FIRE DEPARTMENT: | Contract Manager for the WASHINGTON STATE PATROL: |
| Brian Schaffer Chief 808 W Spokane Falls Blvd Spokane, WA 99201 (509) 625-7000 bschaeffer@spokanefire.org | Brian Briscoe State Deputy Fire Marshal PO Box 42642 Olympia WA 98504-2642 (360) 596-3925 Brian.Briscoe@wsp.wa.gov |

- 7. Hold Harmless.** Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.
- 8. Agreement Alterations and Amendments.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
- 9. Termination.** Either party may terminate this Agreement upon thirty (30) calendar days' written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination.
- 10. Appeals of Denied Claims.** In the event that WSP denies payment of claim(s) submitted by the Fire Agency under this Agreement, the Fire Agency may appeal the denial according to the Mobilization Plan. The process contained in the Mobilization Plan is the sole administrative recourse available to the Fire Agency for the appeal of denied claims.
- 11. Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
1. Applicable federal and state statutes and regulations;
 2. Terms and Conditions contained in this Agreement
 3. Any other provisions of the Agreement, whether incorporated by reference or otherwise.
- 12. All Writings Contained Herein.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

| | | | |
|---------------------------------------|------|--------------------------------|------|
| <i>Spokane Fire Department</i> | | WASHINGTON STATE PATROL | |
| Signature | Date | Signature | Date |
| Print Name and Title | | For: John R. Batiste, Chief | |

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/5/2008



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/08/2024

Committee Agenda type: Consent

| | |
|-----------------------|---------------|
| Date Rec'd | 12/18/2023 |
| Clerk's File # | OPR 2024-0029 |
| Renews # | |
| Cross Ref # | |

Council Meeting Date: 01/22/2024

| | | | |
|---------------------------|--|----------------------|--|
| Submitting Dept | PLANNING & ECONOMIC | Project # | |
| Contact Name/Phone | KAYCEE X6194 | Bid # | |
| Contact E-Mail | KDOWNEY@SPOKANECITY.ORG | Requisition # | |
| Agenda Item Type | Contract Item | | |
| Council Sponsor(s) | MCATHCART BWILKERSON | | |
| Agenda Item Name | AGENDA ITEM NAME WA COMMERCE MIDDLE HOUSING GRANT ACCEPTANCE | | |

Agenda Wording

The City of Spokane has been awarded \$75,000 through the Washington Commerce Middle Housing Grant.

Summary (Background)

The Middle Housing Grant aims to assist jurisdictions in updating their policies to allow for middle housing development. Grant work and deliverables must focus on implementing the middle housing requirements in HB 1110 (2023). The work also aligns with the Spokane Housing Action Plan strategy A1: to explore and expand allowed housing types to encourage missing middle housing throughout Spokane's neighborhoods.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 0

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 0

Narrative

There are no match requirements for this grant.

Amount

Budget Account

| | | |
|---------|----------|--------------------------------|
| Revenue | \$ 75000 | # 1360-97175-99999-33442-20262 |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| | \$ | # |
| | \$ | # |



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

| | |
|----------------------------------|------------------|
| <u>Dept Head</u> | GARDNER, SPENCER |
| <u>Division Director</u> | GARDNER, SPENCER |
| <u>Accounting Manager</u> | ORLOB, KIMBERLY |
| <u>Legal</u> | RICHMAN, JAMES |
| <u>For the Mayor</u> | JONES, GARRETT |

Additional Approvals

| | |
|----------------------------|------------------|
| <u>ACCOUNTING -</u> | MURRAY, MICHELLE |
| | |
| | |
| | |
| | |

Distribution List

| | |
|---|----------------------------|
| Mark Barkley - mark.barkley@commerce.wa.gov | smacdonald@spokanecity.org |
| sgardner@spokanecity.org | tblack@spokanecity.org |
| kdowney@spokanecity.org | rbenzie@spokanecity.org |
| amccall@spokanecity.org | korlob@spokanecity.org |
| klouden@spokanecity.org | |
| | |
| | |
| | |

Committee Agenda Sheet

Urban Experience Committee

| | |
|--|---|
| Submitting Department | Planning & Economic Development |
| Contact Name | KayCee Downey |
| Contact Email & Phone | kdowney@spokanecity.org ; 509-625-61 |
| Council Sponsor(s) | CM Cathcart; CM Wilkerson |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | WA Commerce Middle Housing Grant Acceptance for \$75,000 to implement HB 1110 |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>The City of Spokane has been awarded \$75,000 through the Washington Commerce Middle Housing Grant. The 2023-2025 Middle Housing Grant funds are only available to cities or counties. Up to \$75,000 was available for each jurisdiction, with two funding periods: \$37,500 of the funds are available through June 30, 2024, with the second \$37,500 available between July 1, 2024 and June 30, 2025. City Council was briefed on the grant application prior to the September 15, 2023 deadline.</p> <p>The Middle Housing Grant aims to assist jurisdictions in updating their policies to allow for middle housing development. Grant work and deliverables must focus on implementing the middle housing requirements in HB 1110 (2023). The work also aligns with the Spokane Housing Action Plan strategy A1: <i>to explore and expand allowed housing types to encourage missing middle housing throughout Spokane's neighborhoods.</i></p> <p>The City was awarded the Middle Housing Grant to complete two sets of Spokane Municipal Code text amendments:</p> <ul style="list-style-type: none"> • Development code text amendments that incorporate requirements of HB 1110 as part of the Building Opportunity for Housing project; and • Updates to the Accessory Dwelling Unit development code (SMC 17C.300) to remove inconsistencies or additional barriers as a result of the prior middle housing text amendments, ensuring all changes comply with HB 1337. |
| Proposed Council Action | Authorize contract |
| <p>Fiscal Impact</p> <p>Total Cost: _Click or tap here to enter text.</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: WA Commerce</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) There are no match requirements for this grant.</p> | |

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

Increasing middle housing options over time will lead to more diversity of housing types and levels of affordability. Expanding the types of housing allowed in zones through development code changes can help decrease the overall costs of development while encouraging and possibly incentivizing a more diverse range of housing. This can help increase affordability and access to housing for more residents in neighborhoods across the city.

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

No data collection is directly expected from these proposed grant activities. Data, both qualitative and quantitative, will be used in development code amendments.

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

The associated code amendments, as with all sections of the Spokane Municipal Code, will be periodically reviewed and updated as found necessary.

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?

Shaping Spokane Comprehensive Plan, Chapters 3 & 6
Spokane Housing Action Plan
WA State HB 1110 (2023)



Interagency Agreement with

City of Spokane

through

Growth Management Services

Contract Number:

24-63326-141

For

Middle Housing Grant

Dated:

Date of Execution

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Face Sheet

Contract Number: 24-63326-141

Local Government Division Growth Management Services Middle Housing Grants

| | | | |
|---|--|---|---|
| 1. Contractor City of Spokane 808 W Spokane Falls Blvd Spokane, WA-99202 | | 2. Regional Planner Benjamin Serr Benjamin.Serr@commerce.wa.gov | |
| 3. Contractor Representative Tirrell Black Assistant Planning Director 509-625-6185 tblack@spokanecity.org | | 4. COMMERCE Representative Anne Aurelia Fritzel 1011 Plum Street SE Housing Planning Manager Olympia, WA 98504 360-259-5216 Anne.Fritzel@commerce.wa.gov | |
| 5. Contract Amount \$75000 | 6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | | 7. Start Date Date of Execution |
| 8. End Date June 15, 2025 | | | |
| 9. Federal Funds (as applicable) N/A | | Federal Agency: N/A | |
| ALN N/A | | | |
| 10. Tax ID # N/A | 11. SWV # 0003387 | 12. UBI # 328-013-877 | 13. UEI # N/A |
| 14. Contract Purpose For activities that support the preparation and adoption of policies and/or codes and other measures specific to implement middle housing (RCW 36.70A.030(26)) by applicable statutory deadlines. | | | |
| COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, and Attachment "B" – Budget. | | | |
| FOR CONTRACTOR _____ Nadine Woodward, Mayor _____ Signature _____ Date | | FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE | |

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$75000 (seventy-five thousand dollars), for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63326-141.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. Any payment made by COMMERCE for costs that are determined to be duplicate, in Commerce's sole determination, shall be subject to recapture and may result in suspension or termination of this Contract.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
 - C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make

a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or

acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

- B.** The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

| Grant Objective: Conduct research and gather public input to prepare and adopt a Middle Housing Ordinance that incorporates the requirements of HB 1110 (Middle Housing) within the lower intensity residential zones. Conduct research and gather public input to prepare and adopt Accessory Dwelling Unit text amendments that ensure consistency with the adopted Middle Housing regulations. | | | |
|---|--|----------------------|--|
| Actions/Steps/ Deliverables | Description | Start Date | End Date |
| Action 1 | Public Draft Text Middle Housing Amendment | July 2023 | November 30, 2023 |
| Step 1.1 | Draft text amendments | July 2023 | Aug. 18, 2023 |
| Step 1.2 | Agency Comment Period | Aug. 18, 2023 | Sept. 1, 2023 |
| Step 1.3 | Revise draft text amendments | Aug 2023 | Sept. 5, 2023 |
| Step 1.4 | Public Comment Period | Sept. 5, 2023 | Oct. 4, 2023 |
| Step 1.5 | Revise draft text amendments | | Oct. 4, 2023 |
| Deliverable 1 | Public Draft Text Middle Housing Amendments and Text Amendment Tracking Sheet | | November 20, 2023 *Available upon funding approval |
| Action 2 | Adopt Proposed Text Middle Housing Amendments | Oct. 11, 2023 | Nov. 6, 2023 |
| Step 2.1 | Plan Commission Public Hearing | | Anticipated Oct. 11, 2023 |
| Step 2.2 | Revise final draft and develop ordinance | Oct. 11, 2023 | Nov. 6, 2023 |
| Step 2.3 | City Council Public Hearing | | Anticipated Nov. 6, 2023 |
| Deliverable 2 | Draft Middle Housing Ordinance | | Nov 30, 2023 |

| | | | |
|----------------------|---|---------------------|----------------------|
| Action 3 | Conduct Code Audit of Accessory Dwelling Unit regulations to remove potential inconsistencies that emerged as part of the Middle Housing Amendments (e.g. parking requirements and dimensional standards), while ensuring any changes also comply with HB 1337 | July 1, 2024 | Oct. 31, 2024 |
| Step 3.1 | Stakeholder interviews, including internal City of Spokane staff | July 1, 2024 | July 31, 2024 |
| Step 3.2 | Draft text amendments | July 1, 2024 | Oct. 31, 2024 |
| Deliverable 3 | Draft ADU text amendments to ensure consistency with adopted Middle Housing regulations | | Oct. 31, 2024 |
| Action 4 | Adopt Proposed ADU Text Amendments to ensure consistency with adopted Middle Housing regulations | Nov. 1, 2024 | June 15, 2025 |
| | | | |
| Step 4.1 | Agency Comment Period | Jan. 2025 | Jan. 2025 |
| Step 4.2 | Revise draft text amendments | Jan. 2025 | Feb. 2025 |
| Step 4.3 | Public Comment Period | Feb. 2025 | Feb. 2025 |
| Step 4.4 | Revise draft text amendments | Mar. 2025 | Mar. 2025 |
| Step 4.5 | Plan Commission Public Hearing | | Apr. 2025 |
| Step 4.6 | Revise final draft and develop ordinance | Apr. 2025 | May 2025 |
| Step 4.7 | City Council Public Hearing | | June 2025 |
| Deliverable 4 | Adopted ADU text amendments Ordinance to ensure consistency with adopted Middle Housing regulations | | June 15, 2025 |

Attachment B: Budget

| Grant Objective: Conduct research and gather public input to prepare and adopt a Middle Housing Ordinance that incorporates the requirements of HB 1110 (Middle Housing) within the lower intensity residential zones. Conduct research and gather public input to prepare and adopt Accessory Dwelling Unit text amendments that ensure consistency with adopted Middle Housing regulations. | Fiscal Year | Commerce Funds |
|---|---------------------|-----------------|
| Deliverable 1. Public Draft Text Amendments and Text Amendment Tracking Sheet | FY1 – November 2023 | \$22,500 |
| Deliverable 2. Draft Middle Housing ordinance | FY1 – November 2023 | \$15,000 |
| Deliverable 3. Draft ADU Text Amendments to ensure consistency with Middle Housing regulations | FY2 – October 2024 | \$18,750 |
| Deliverable 4. Adopted ADU Text Amendments Ordinance | June 15, 2025 | \$18,750 |
| Total: | | \$75,000 |



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/22/2024

Committee Agenda type: Consent

Date Rec'd 1/3/2024

Clerk's File # OPR 2024-0030

Renews #

Cross Ref #

Council Meeting Date: 01/22/2024

| | | | |
|------------------------|---------------------|------------------|--|
| Submitting Dept | PLANNING & ECONOMIC | Project # | |
|------------------------|---------------------|------------------|--|

| | | | |
|---------------------------|-------------|--------------|----|
| Contact Name/Phone | KEVIN X6184 | Bid # | BT |
|---------------------------|-------------|--------------|----|

| | | | |
|-----------------------|---------------------------|----------------------|--|
| Contact E-Mail | KFREIBOTT@SPOKANECITY.ORG | Requisition # | |
|-----------------------|---------------------------|----------------------|--|

| | | | |
|-------------------------|---------------|--|--|
| Agenda Item Type | Contract Item | | |
|-------------------------|---------------|--|--|

| | | | |
|---------------------------|-------------------|--|--|
| Council Sponsor(s) | ZZAPPONE KKLITZKE | | |
|---------------------------|-------------------|--|--|

| | | | |
|-------------------------|---|--|--|
| Agenda Item Name | 0650 - PERMANENTLY AFFORDABLE HOUSING IN WEST CENTRAL | | |
|-------------------------|---|--|--|

Agenda Wording

A contract authorizing the use of up to \$500,000 for the reimbursement of purchase costs to Habitat for Humanity when used to acquire homes for permanently affordable housing.

Summary (Background)

The proposed funding was recommended by the Neighborhood Projects Advisory Committee in a vote of 4-1, and received support from the West Central Neighborhood Council and REACH West Central. Payment of these funds is to be administered by the Planning & Economic Development department. City Council previously approved the use of these funds as Resolution 2023-0042.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 500000

Current Year Cost \$ 500000

Subsequent Year(s) Cost \$

Narrative

Normal expenditure for the West Quadrant TIF, not repeating unless Council considers/approves a future request for more funds.

Amount

Budget Account

| | | |
|---------|-----------|--------|
| Expense | \$ 500000 | # 3501 |
|---------|-----------|--------|

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| Select | \$ | # |
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| | \$ | # |
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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

GARDNER, SPENCER

Division Director

MACDONALD, STEVEN

Accounting Manager

ORLOB, KIMBERLY

Legal

HARRINGTON,

For the Mayor

JONES, GARRETT

Additional Approvals

Distribution List

Michelle Girardot (signer) - MGirardot@habitat-

kfreibott@spokanecity.org

smacdonald@spokanecity.org

rbenzie@spokanecity.org

sgardner@spokanecity.org

amccall@spokanecity.org

korlob@spokanecity.org

nzollinger@spokanecity.org

Briefing Paper

Urban Experience Committee

| | |
|--|--|
| Submitting Department | Planning & Economic Development Department, Community and Economic Development Division |
| Contact Name & Phone | Kevin Freibott, 625-6184 |
| Contact Email | kfreibott@spokanecity.org |
| Council Sponsor(s) | Council Member Zappone & Council Member Klitzke |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Contract with Habitat for Humanity for WQTIF Funds |
| Summary (Background) | <p>Late last year, Habitat for Humanity presented a proposal to the Neighborhood Project Advisory Committee (NPAC) seeking up to \$500,000 in TIF funding to help defray the cost of purchasing housing in the West Central Neighborhood portion of the TIF with the intent of renovating those homes and establishing them as ‘permanent affordable housing’ under state law.</p> <p>On June 12, City Council approved Resolution 2023-0042, authorizing the use of up to \$500,000 in funding from the West Quadrant TIF to reimburse costs related to the acquisition of property for “permanent affordable housing” in the West Central Neighborhood. Accordingly, City legal, accounting, and planning staff have prepared the attached contract for Council consideration. Michelle Girardot, CEO for Habitat for Humanity, approved the contract in early October, 2023.</p> <p>The attached contract establishes a repayment program by which Habitat can request repayment of TIF-eligible expenses relates to the establishment of “permanent affordable housing” in the West Central portion of the West Quadrant TIF. This is, in general, an allowable use of TIF funding under RCW 39.114 and according to Spokane Ordinance C35879.</p> |
| Proposed Council Action & Date: | Council approval of the contract, expected in January 2024. |
| <p>Fiscal Impact: Total Cost: \$500,000</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: WQTIF, Neighborhood Projects, Account 3501</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: None</p> | |

Operations Impacts

What impacts would the proposal have on historically excluded communities?

The proposal would aid Habitat for Humanity in their ongoing efforts to provide essential affordable housing in a part of the City where need is highest due to median incomes and impacts from historic exclusionary housing and economic impacts.

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

The opportunities raised by the TIF and projects like this will be incorporated into the City’s exploration and study of displacement and racially disparate impacts of development and housing, required by state law and due to initiate in the near term as the City ramps up to the next major update of its Comprehensive Plan.

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

As program management initiates through the Planning & Economic Development department, annual performance of this program will be recorded and incorporated into the annual report prepared for the West Quadrant TIF and distributed to all stakeholders and the public.

Specific to the contract, Habitat will be required to submit reports highlighting the progress of the program quarterly until the funds are expended completely or the contract ends.

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

This proposal is directly in line with other housing action plan efforts, projects, and studies already underway as a response to the City’s declared housing emergency. Furthermore, provision of affordable housing complies substantially with numerous land use, neighborhood, and economic policies in the Comprehensive Plan.

PERMANENTLY AFFORDABLE HOUSING
REIMBURSEMENT AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and HABITAT FOR HUMANITY, a Washington nonprofit corporation, as "Habitat", collectively referred to as the "Parties".

Recitals

A. There is a critical need for affordable homeownership and housing in Spokane, and Habitat, along with A Better Way LLC and Greenstone new Beginnings Homes, recently launched a program to increase affordable homeownership in West Central Spokane.

B. Pursuant to Ordinance No. C35879, the City Council authorized the use of tax allocation revenues within the West Quadrant Increment Area to assist with the cost of purchasing housing for the purpose of preserving permanently affordable housing as defined in the Ordinance and in Chapter 39.89 RCW.

C. Pursuant to Resolution 2023-_____, the City Council approved the allocation of up to \$500,000 of tax allocation revenues to Habitat for reimbursement of the cost of purchasing housing for the purpose of preserving permanently affordable housing.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

ARTICLE I – PURPOSE AND TERM

Section 1.1 Purpose. The purpose of this Agreement is to assist Habitat in purchasing permanently affordable housing as defined in Ordinance C35879 and Chapter 39.89 RCW for resale to low income households.

Section 1.2 Term. This Agreement shall commence on the date it is fully executed by the Developer and the City and shall be deemed terminated and of no further effect upon the occurrence of (i) mutual agreement of the parties, or (ii) two (2) years from the date of execute of this Agreement by all the parties hereto.

ARTICLE II – FUNDING AMOUNT, USE AND BUDGET

Section 2.1 Reimbursement Amount. Subject to the terms of this Agreement, the City will reimburse Habitat an amount not to exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00) (the "Funding") which Habitat shall apply to towards the cost of purchasing

permanently affordable housing in the West Increment Area lying outside of the Kendall Yards Sub-Area.

Section 2.2 Use of Grant. Habitat shall use the Funding solely for the purposes and in the manner described in **Exhibit A – Statement of Work and Project Timeline** (the “Project”).

Section 2.3 Budget. Habitat shall use the Funding as set forth in **Exhibit B – Budget**.

ARTICLE III -- DISBURSEMENTS

Section 3.1 Disbursement of Funding. Not more frequently than once a month, Habitat may request reimbursement from the Funding. Each reimbursement request must be made by Habitat submitting to the City at the address specified in Section 5.1 a reimbursement request containing the information described in Exhibit A. The request must identify the housing purchased and be accompanied by a summary of all allowable costs and expenses for which Habitat is seeking reimbursement. Habitat will be subject to periodic on-site audits to ensure that satisfactory supporting documentation of all allowable costs and expense are being kept. Within 45 days of its receipt of the request and satisfactory supporting documentation, and subject to the other terms and conditions contained in this Agreement, the City shall pay the amount of the invoice to Habitat at the address specified in Section 5.1. Once the housing is sold to qualifying buyers, Habitat shall submit the additional information described in Exhibit A relating to income certification and deed restrictions.

Section 3.2 Disbursement Limitation. In no event will the City ever be required to disburse funds in excess of the Funding. In addition, unless expressly agreed to in writing otherwise, (a) no disbursements will be made in advance of costs or expenses being incurred by Habitat, and (b) no costs or expenses incurred by Habitat prior to the effective date of this Agreement, or after its termination, are eligible for reimbursement.

Section 3.3 Disbursement Without Prejudice. Any disbursement made by the City to Habitat shall be without prejudice to the City’s rights later to challenge the propriety of Habitat’s claimed costs or expenses.

Section 3.4 Withholding Disbursements. If Habitat fails to perform any obligation under this Agreement and the failure has not been cured within 10 days following oral or written notice from the City, the City may, without penalty and in its sole discretion and upon written notice to Habitat, withhold all monies otherwise due to Habitat until such failure to perform is cured. The right to withhold disbursements is in addition to all other rights and remedies the City may have available to it under this Agreement or under law.

ARTICLE IV – REPORTS AND RECORD KEEPING

Section 4.1 Quarterly Progress Reports. Except as may otherwise be provided in Exhibit A, at least once a quarter, and upon request from time to time, Habitat shall provide a report on the progress made to date on the Project, using such form and meeting such requirements as

determined by the City. Such progress reports shall be provided by Habitat to the City at its address specified in Section 5.1.

Section 4.2 Record Retention; Review. Habitat shall maintain records sufficient to fully document its compliance with all contractual, grant and legal requirements. Upon reasonable advance notice, Habitat shall provide the City, or its authorized agents, with full access to all of Habitat's records relating to this Agreement or the Project. Habitat agrees to be financially and legally responsible for any audit exceptions or other irregularities in its performance or recordkeeping, including but not limited to impermissible or unauthorized use of Grant Award funds. This section shall survive termination of this Agreement.

ARTICLE V — CONTRACT ADMINISTRATION AND NOTICES

Section 5.1 Contract Representatives. The parties' designated representatives shall be responsible for the administration of this Agreement and for receiving notices given in connection with this Agreement. The following are designated as the representatives of the parties.

FOR THE CITY: [name, address, phone, email]

FOR HABITAT: [name, address, phone, email]

A party may change its designated representative or address by providing written notice to the other party.

Section 5.2 Notices. Any notice required or permitted to be made under this Agreement may be given personally, by facsimile, or by first-class, registered or certified mail. A notice personally delivered to the other party is deemed given upon proper delivery. A notice sent by first-class, registered or certified mail is deemed given three days after mailing, if properly addressed and having proper postage. Notices delivered by facsimile shall be deemed to have been given on the date of transmission if received during Habitat's business day or, if not, on Habitat's next business day. E-mail addresses, if listed in this Agreement, are provided only for convenience and not for notice purposes.

ARTICLE VI - INSURANCE

Section 6.1 Professional Legal Liability. Habitat will maintain professional legal liability or professional errors and omissions coverage appropriate to Habitat's profession. The coverage will have a limit of not less than One Million Dollars (\$1 million) per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of Habitat's services under the Agreement. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Agreement or within the scope of Habitat's services under the Agreement, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Agreement.

Section 6.2 Workers' Compensation and Employer Liability. Habitat will maintain workers' compensation insurance as required by Title 51 RCW and will provide evidence of

coverage to the City. If the Contract is for over \$50,000, then Habitat will also maintain employer liability coverage with a limit of not less than One Million Dollars (\$1 million). Habitat will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to The City that Habitat is currently paying workers' compensation.

Section 6.3 Commercial General Liability. Habitat will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than One Million Dollars (\$1 million) per occurrence. The general aggregate limit will apply separately to this Agreement and be no less than Two Million Dollars (\$2 million). Habitat will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Agreement. Specialized forms specific to the industry of Habitat will be deemed equivalent, provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

Section 6.4 Miscellaneous Insurance Provisions.

A. Habitat will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than AVII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

B. The insurance limits established by this section are not intended to indicate Habitat's exposure, nor are they limitations on Habitat's indemnification duties. This section shall survive termination of this Agreement.

C. The policy shall be endorsed, and the certificate shall reflect that the City, its officers, officials, employees, agents and representatives, are an additional insured with respect to activities under the contract, and the policy will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents and representatives as an additional insured.

D. The certificate will, at a minimum, list limits of liability and coverage. Habitat will furnish the City with properly executed certificates of insurance or a signed policy endorsement, including the additional-insured provision, which will clearly evidence all insurance required in this Section, before work under this Agreement shall commence, but no later than Ten (10) days after the effective date of this Agreement. Acceptable forms of evidence are the endorsement pages of the policy showing the City as an additional insured.

E. Habitat will maintain all required policies in force from the time services commence until services are completed. Habitat will provide a current or updated copy of all insurance policies specified in the Agreement upon the request of the City. Certificates, policies, and endorsements scheduled to expire before completion of services will be renewed before expiration. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the City. Any certificate or endorsement limiting or negating the insurer's obligation to notify the City of cancellation or changes must be

amended so as not to negate the intent of this provision. Written notice of cancellation or change must be delivered to the City as set forth in Sections 5.1 and 5.2.

F. If Habitat's liability coverage is written as a claims-made policy, then Habitat must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

G. Habitat's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the City, its elected and appointed officers, officials, employees, agents and representatives.

H. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officers, officials, employees, agents or representatives.

I. Habitat's insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability. Habitat will include all subcontractors as insurers under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.

ARTICLE VII —INDEMNIFICATION

Section 7.1 Indemnification. To the fullest extent permitted by law, Habitat shall indemnify, defend and hold harmless the City, its officials, officers, employees, agents and each of them, from and against all claims in any way resulting from or arising out of the performance of this Agreement, whether such claims arise from the actual or alleged acts, errors or omissions of Habitat, its subcontractors, third parties, the City, or anyone directly or indirectly employed or supervised by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom. Section

7.2 Recipient's Duty to Indemnify. Habitat's duty to indemnify, defend and hold harmless includes but is not limited to claims by Habitat's or any subcontractor's officers, employees or agents. Habitat's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of the City, or of the City's officials, officers, employees, agents or representatives.

Section 7.3 Waiver of RCW Title 51 Immunity. Solely for purposes of this indemnification provision, Habitat expressly waives its immunity under Title 51 RCW and acknowledges that this waiver was mutually negotiated by the parties. Habitat's duty to indemnify, defend and hold harmless shall survive termination of this Agreement.

ARTICLE VIII—NONDISCRIMINATION AND LEGAL COMPLIANCE

Section 8.1 Nondiscrimination. Habitat shall not discriminate against any employee or applicant for employment, or program participant or program participant applicant, on account of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental or physical handicap with respect to any program participation, employment upgrading, demotion, transfer, recruitment or selection for training, including apprenticeships and volunteers. This prohibition does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

Section 8.2 Compliance with Laws. Habitat and its officials, officers, employees, agents and subcontractors shall comply with all applicable federal, state and local laws, regulations, rules and policies. The City shall have no obligation to ensure such compliance.

ARTICLE IX — TERMINATION

Section 9.1 Termination for Loss of Funding. The City shall have the right to terminate this Agreement upon advance written notice if the funds relied upon for the Funding are terminated, suspended or otherwise lost or impaired in whole or in part.

Section 9.2 Termination for Convenience. Either party may terminate this Agreement for convenience upon giving the other party at least 30 days' advance written notice. In that event, Habitat will be entitled to payment only for those expenses and costs reasonably and actually incurred prior to the effective date of the termination.

Section 9.3 Termination for Default. If either party defaults in its performance under this Agreement, the nondefaulting party may give the defaulting party written notice that it has 30 days in which to cure the default. If the default is not cured within 30 days of notice, the nondefaulting party may terminate the Agreement. In the event of such a termination, the nondefaulting party shall have all rights and remedies available to it under law.

ARTICLE X — MISCELLANEOUS

Section 10.1 Permissible-Use Warranty. Habitat warrants that its planned and actual uses of the Funding constitute permissible uses for permanently affordable housing pursuant to Chapter 39.89 RCW and City of Spokane Ordinance No. C35879. This section shall survive termination of this Agreement.

Section 10.2 Organizational-Status Warranty. Habitat warrants that it is duly organized, existing and in good standing under the laws of the State of Washington.

Section 10.3 Relationship of Parties. This Agreement, and the parties' and the City's activities under it, shall not be construed as creating any kind of partnership or joint venture, nor shall it be construed as creating any kind of independent contractor, agency or employment relationship between the parties.

Section 10.4 No Third-Party Rights. This Agreement is entered into by the parties solely for their own benefit and it creates or grants no rights of any kind in any other party.

Section 10.5 Assignment. Habitat shall not assign any of its rights or delegate any of its duties under this Agreement without the prior express written consent of the City, which may be granted or refused in the City's sole discretion.

Section 10.6 Choice of Law; Venue; Jurisdiction. This Agreement shall be governed by the laws of the State of Washington. In the event of a legal proceeding, venue shall be only in a court of competent jurisdiction in Spokane County. Each party hereby consents to the personal jurisdiction of the courts of the State of Washington, County of Spokane. This section shall survive the termination of this Agreement.

Section 10.7 Waiver. No term or condition of this Agreement shall be deemed waived unless such waiver is expressly agreed to in writing by the party granting the waiver. In addition, waiver of any breach of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

Section 10.8 Amendment. This Agreement can be amended only by a writing executed by the parties.

Section 10.9 Entire Agreement. The parties acknowledge that this Agreement is the complete expression of their agreement regarding the subject matter of this Agreement. Any oral or written representations or understandings not incorporated into this Agreement are specifically excluded.

Section 10.10 Headings. The headings in this Agreement are for convenience only and shall not be deemed to affect the meaning of its provisions.

Section 10.11 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of the remaining provisions that can be given effect without the invalid provision, provided that the underlying intent of the parties can still be given effect.

Section 10.12 Signature Authority. Each person signing this Agreement on behalf of a party warrants that he or she has full authority to sign this Agreement on that party's behalf.

Section 10.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one agreement. Each counterpart may be executed and delivered by facsimile to the other party.

Section 10.14 Anti-Kickback. No officer or employee of the Parties, having the power or duty to perform an official act or action related to this agreement, shall have or acquire any interest in this 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.

Section 10.15 Exhibits. The following exhibits are incorporated into this Agreement by reference: (a) Exhibit A — Statement of Work and Project Timeline; and (b) Exhibit B — Budget.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

HABITAT FOR HUMANITY

By:  _____

Title: CEO _____

EXHIBIT A - STATEMENT OF WORK AND PROJECT TIMELINE

Habitat will purchase up to 5 single family homes or lots located within the West Increment Area lying outside of the Kendall Yards Sub-Area and shall resell rehabbed or new construction homes as permanently affordable housing, as defined in City of Spokane Ordinance No. C35879, to low-income households, as defined in City of Spokane Ordinance No. C35879. Homes sold will maintain permanent affordability, as defined in City of Spokane Ordinance No. C35879, with a resale restriction to be sold to those earning below 80% of the Area Median Income.

Program Process and Timeline:

Once the Notice of Funding Award is complete, Habitat starts exploration and feasibility for Acquisition of Land or Rehab. This includes inspection and scope of work for the unit to pass energy, safety, health and ADA requirements. After a suitable unit is confirmed, Habitat makes the purchase. Closing on property is anywhere from 30-45 days depending on occupancy. From there, Habitat submits the Statutory Warranty Deed including Disbursement Request to City to draw down funding. Habitat completes Pre-Closing Requirements of Future Homebuyer with Lending Partner and prepares Future Homebuyer for closing. The future homebuyer purchases the home. Once closing documents are recorded, Habitat for Humanity submits demographic and income certification with deed restriction to City of Spokane for records.

EXHIBIT B - BUDGET

Habitat for Humanity Permanently Affordable Homeownership

Budget outline for either Rehab Acquisition or Lot Purchase up to 5

Proposed Budget

Sources of Funds

| Funding Source | Amount | When Received? |
|--------------------------------------|------------------------|-----------------------|
| other public funds (HTF) | \$ 300,000.00 | Closing |
| Mortgages | \$ 600,000.00 | Closing |
| Habitat Land Trust | \$ 430,000.00 | Closing |
| DPA sources (credit union, HTF, HFC) | \$ 100,000.00 | Closing |
| WQ-Tif Request | \$ 500,000.00 | Acquisition |
| Total | \$ 1,930,000.00 | |

| Interim Funding Source | Amount |
|---|---------------|
| Banner Bank Line of Credit for Public Contracts | \$1,000,000 |

Use of Funds

| Activity | Amount |
|-----------------------------|-----------------|
| Acquisition (Land or Rehab) | \$ 1,439,200.00 |
| Construction | \$ 375,000.00 |

| | |
|-------------------------------------|------------------------|
| Developer fee, legal, closing costs | \$ 115,800.00 |
| | |
| Total | \$ 1,930,000.00 |

| WQ-TIF funding useage | Amount |
|------------------------------|---------------|
| Acquisition (Land or Rehab) | \$ 500,000.00 |

Average single family lot is between \$80-100K

Average Acquisition Rehab purchase \$280K



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/08/2024

Committee Agenda type: Consent

| | |
|-----------------------|---------------|
| Date Rec'd | 12/22/2023 |
| Clerk's File # | OPR 2023-0248 |
| Renews # | |
| Cross Ref # | |

Council Meeting Date: 01/22/2024

| | | | |
|---------------------------|---|----------------------|---------|
| Submitting Dept | COMMUNITY AND ECONOMIC | Project # | |
| Contact Name/Phone | STEVE X6835 | Bid # | |
| Contact E-Mail | SMACDONALD@SPOKANECITY.ORG | Requisition # | CR25734 |
| Agenda Item Type | Contract Item | | |
| Council Sponsor(s) | MCATHCART BWILKERSON | | |
| Agenda Item Name | 0750 - BROADBAND CONTRACT AMENDMENT & EXTENSION WITH COST | | |

Agenda Wording

Amendment & extension to original Broadband/Fiber consultant services contract, adding a cost of \$50,000 (paid out of division funds).

Summary (Background)

The amendment & extension with cost will allow the consultant to continue on with broadband work, including providing professional services for broadband consulting for entity creation, legislative initiatives, network design, and operations Work from the original contract: 1. This will include attending and facilitating virtual and in-person meetings and on-call support as needed 2. Working with City to further refine their goals for broadband adoption.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 50,000

Current Year Cost \$ 50,000

Subsequent Year(s) Cost \$ 0

Narrative

Amount

Budget Account

| | | |
|---------|-----------|--------------------------------|
| Expense | \$ 50,000 | # 0750-30210-58700-54201-99999 |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| | \$ | # |
| | \$ | # |



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

| | |
|----------------------------------|-------------------|
| <u>Dept Head</u> | MACDONALD, STEVEN |
| <u>Division Director</u> | MACDONALD, STEVEN |
| <u>Accounting Manager</u> | ORLOB, KIMBERLY |
| <u>Legal</u> | HARRINGTON, |
| <u>For the Mayor</u> | SMITHSON, LYNDEN |

Additional Approvals

| | |
|--|--|
| | |
| | |
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| | |
| | |

Distribution List

| | |
|-----------------------------------|--|
| Joe Poire - joe@joepoire.com | Steve MacDonald - smacdonald@spokanecity.org |
| efinch@spokanecity.org | sbishop@spokanecity.org |
| korlob@spokanecity.org | laga@spokanecity.org |
| CEDNHHSAccounting@spokanecity.org | |
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Committee Agenda Sheet

Select Committee Name

| | |
|--|---|
| Committee Date | January 8, 2024 |
| Submitting Department | Community & Economic Development |
| Contact Name | Steve MacDonald |
| Contact Email & Phone | smacdonald@spokanecity.org ; 509-625-6835 |
| Council Sponsor(s) | <u>CP Wilkerson & CM Cathcart</u> |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 10 min |
| Agenda Item Name | 0750 - BROADBAND CONTRACT AMENDMENT & EXTENSION WITH COST |
| Proposed Council Action | <input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>The amendment & extension with cost will allow the consultant to continue on with broadband work, including providing professional services for broadband consulting for entity creation, legislative initiatives, network design, and operations</p> <p>Work from the original contract:</p> <ol style="list-style-type: none"> 1. This will include attending and facilitating virtual and in-person meetings and on-call support as needed 2. Working with City to further refine their goals for broadband adoption. 3. Collaborating with the participants of the Spokane County Broadband Action Team (BAT) and their members, consultants, and participants to ensure the City's priorities are included in the final plan submitted to WSBO by WSU- Extension 4. Planning the utilization of the City's broadband/fiber/conduit in order to achieve the City and region's goals in digital equity and economic development 5. Providing a business plan for the creation of and operation of a municipal corporation or other form of organization which will manage the operations, marketing, expansion and maintenance of the City's fiber and broadband infrastructure for the benefit of the City's underserved neighborhoods, PDAs, and other districts |
| <p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: \$50,000 Current year cost: \$50,000 Subsequent year(s) cost: 0</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> | |

| |
|--|
| |
| Operations Impacts (If N/A, please give a brief description as to why) |
| What impacts would the proposal have on historically excluded communities? <u>The proposal's goal is to improve digital equity & inclusion and infrastructure to some of Spokane's most vulnerable, high poverty residential and commercial communities.</u> |
| 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 be collected utilizing the Digital Divide Index and the American Community Survey to identify the improvement of access to broadband and fiber in high poverty communities. |
| 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 utilizing the Digital Divide Index and the American Community Survey to identify the improvement of access to broadband and fiber in high poverty communities. |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This proposal aligns with the Comprehensive Plan's Economic Development sections ED 3 Strong, Diverse, and Sustainable Economy and ED 6 Infrastructure by allowing improvements in digital equity & inclusion and infrastructure that will encourage more business growth and job opportunities in areas that may not currently be equipped. |



City of Spokane
CONTRACT AMENDMENT/EXTENSION
Title: BROADBAND/FIBER CONSULTANT
SERVICES

THIS CONTRACT AMENDMENT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and JRP INTEGRATED SOLUTIONS, LLC, whose address is 108 Bartholow, St. John, Washington 99171, as ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to ASSIST CITY STAFF IN FURTHER REFINING THE GOALS OF THE CITY FOR BROADBAND ADOPTION, INCLUDING AN INFRASTRUCTURE GAP ANALYSIS TO DEFINE BROADBAND NECESSARY TO MEET THE CITY'S GOALS FOR BROADBAND SERVICES TO UNDER-SERVED NEIGHBORHOODS, PUBLIC DEVELOPMENT AUTHORITY DISTRICTS AND OTHER LOCATIONS DESCRIBED IN THE CITY OF SPOKANE BROADBAND ASSESSMENT REPORT. THIS INCLUDED ATTENDING AND FACILITATING MEETINGS, COLLABORATING WITH THE SPOKANE COUNTY BROADBAND ACTION TEAM, PLANNING AND UTILIZATION OF THE CITY'S BROADBAND/FIBER/CONDUIT IN ORDER TO ACHIEVE THE CITY AND REGION'S GOALS REGARDING DIGITAL EQUITY AND ECONOMIC DEVELOPMENT, AND PROVIDING A BUSINESS PLAN FOR THE CREATION AND OPERATION OF A MUNICIPAL CORPORATION OR OTHER FORM OF ORGANIZATION TO MANAGE THE OPERATIONS, MARKETING, EXPANSION, AND MAINTENANCE OF THE CITY'S FIBER AND BROADBAND INFRASTRUCTURE; and

WHEREAS, additional work and time to perform has been requested;

-- Now, Therefore, the parties agree as follows:

1. **CONTRACT DOCUMENTS.** The original Contract dated March 6, 2023, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. **EFFECTIVE DATE.** This Contract Amendment/Extension shall become effective on December 1, 2023.

3. **ADDITIONAL WORK.** The Scope of Work of the original Contract is amended to add the following:

JRP Integrated Solutions, LLC will provide professional services for broadband consulting for entity creation, legislative initiatives, network design, and operations;

JRP to act as an owner's representative to negotiate third party vendor contracts for sales and outside plant work such as audits and proof of performance of network systems;

See attached Scope of Work for further.

4. **EXTENSION.** The contract documents are hereby extended and shall run through February 29, 2024.

5. **COMPENSATION.** The City shall pay Jrp Integrated Solutions, Llc a maximum amount not to exceed FIFTY THOUSAND AND NO/100 DOLLARS, (\$50,000), and applicable tax, for everything furnished and done under this Contract Amendment/Extension.

| | |
|--|---|
| <p>JOE POIRE / JRP INTEGRATED SOLUTIONS, LLC</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Email: _____</p> | <p>CITY OF SPOKANE:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> |
|--|---|

| | |
|---|--|
| <p>ATTEST:</p> <p>_____</p> <p>City Clerk</p> | <p>APPROVED:</p> <p>_____</p> <p>Assistant City Attorney</p> |
|---|--|

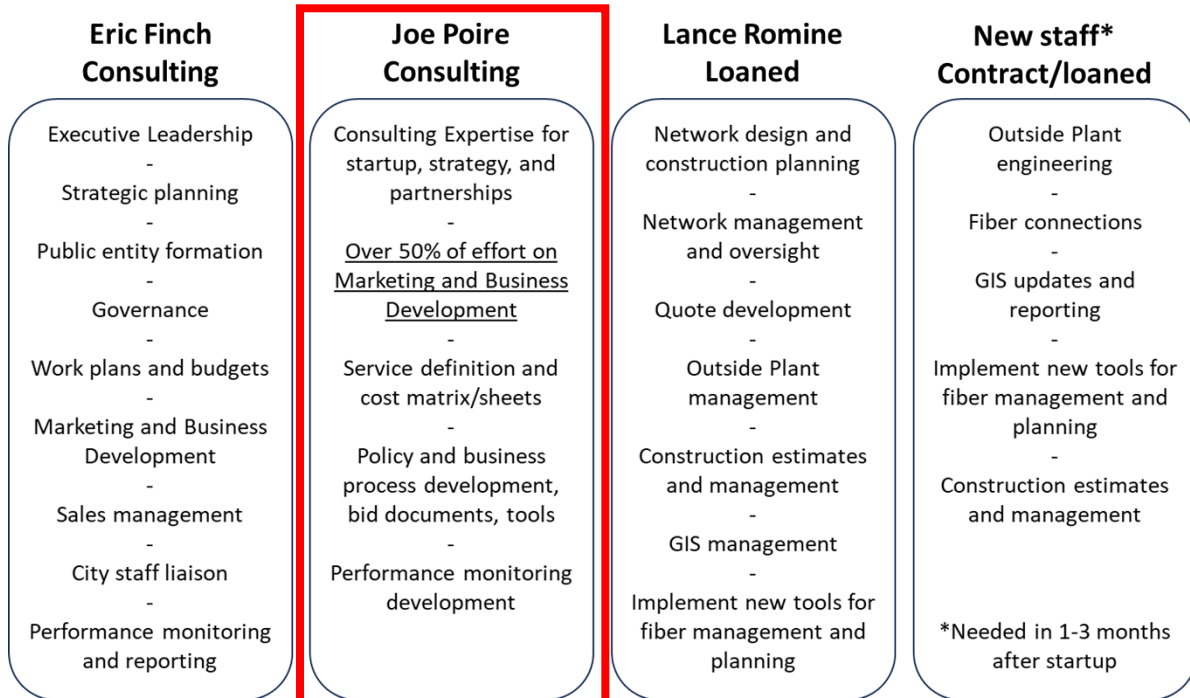
Attachments that are part of this Contract Extension:

Exhibit A - Additional Scope of Work

JRP Scope Draft v3

This scope statement is based on this basic concept for Lilac City Connect (LCC) effective a start date of November 1, 2023, based on contract approval cycle, for a period of one year. **JRP to act as an owner’s representative to negotiate third party vendor contracts for sales and outside plant work such as audits and proof of performance of network systems.**

Lilac City Connect Team – Startup Roles and Responsibilities



City Staff Support:



Priority 1: Consulting Expertise for startup, strategy, and partnerships

JRP provides unique senior consulting and legislative expertise to the City of Spokane and LCC to help formalize the LCC broadband service and get it established as a well-organized separate entity. Assist in developing strategic plans for LCC, City and regional efforts. JRP helps facilitate and structure strategy and partner workshops to align stakeholders to establish and maintain unique partnerships with other telecommunications companies, government, community, economic development, and other influencing agencies or community groups. This would include legislative support and initiative development at the Federal, State, and Local levels, and advisory capacity to the new CEO and LCC Board on the governance process based on prior experience with other broadband quasi-government and government agencies.

Priority 2: Marketing and Business Development

JRP provides specific and unique business development and marketing expertise to elevate the new entity and better position for being market ready. Assist in developing tools and processes to be more responsive and service oriented while establishing healthy relationships with other providers that are

JRP Scope Draft v3

mutually supportive of the community and City goals. Direct assistance in 2024 for marketing and business development to double the current lease revenue and help obtain at least \$250K in grants, legislative awards, or partnership contributions to meet one-year growth goals.

Priority 3: Service definition and cost matrix/sheets

Provide detailed advice, examples and tools, and procedures to assist the service definition and administration, construction cost tools and methods, and related knowledge work to help the new entity formalize these processes and provide a professional and consistent definition of the broadband services provided. Assist in the development of tools and processes related to network design, construction cost estimation, and pricing related to achieving a return on investment (ROI) within a specified timeframe.

Priority 4: Policy and business process development, bid documents, tools

Provide detailed support, example tools, processes, and procedures to assist the operations, administration, RFP or proposal response, grant application, and related knowledge work to help the new entity formalize these processes and provide a professional and timely response to current and potential customers of broadband services.

Priority 5: Performance monitoring development

JRP provides specific and detailed advice, example tools and reports, and related knowledge work to facilitate performance management both internally and externally to the LCC board and key stakeholders. Assist in development and implementation of key metrics (KPIs), reports, and reporting tools to ensure accountability and transparency.



License Information:

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

| | |
|--------------------------|---|
| Entity name: | JRP INTEGRATED SOLUTIONS LLC |
| Business name: | JRP INTEGRATED SOLUTIONS LLC |
| Entity type: | Limited Liability Company |
| UBI #: | 604-969-686 |
| Business ID: | 001 |
| Location ID: | 0001 |
| Location: | Active |
| Location address: | 108 S BARTHALOW AVE SAINT JOHN WA 99171-9676 |
| Mailing address: | 108 S BARTHALOW AVE SAINT JOHN WA 99171-9676 |



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

| Endorsements held at this lo | License # | Count | Details | Status | Expiration da | First issuance |
|--|-----------|-------|---------|--------|---------------|----------------|
| Spokane General Business - Non-Resident | | | | Active | Dec-31-2023 | Dec-16-2022 |

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

| Governing people | Title |
|------------------|-------|
| POIRE, JOSEPH | |

The Business Lookup information is updated nightly. Search date and time:
1/10/2023 5:39:03 PM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/30/2023

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

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

| | | | |
|--|--|--|------------------------------------|
| PRODUCER Victoria Dalebout Insurance Agency Inc 4402 N Wall St Ste A Spokane WA 99205-5040 | | CONTACT NAME: Katie Meyer | |
| | | PHONE (A/C, NO, EXT): 509-327-1515 | FAX (A/C, NO): 509-327-4167 |
| | | E-MAIL ADDRESS: katie.vdalebout@farmersagency.com | |
| | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED JRP Integrated Solutions LLC 108 S Barthallow Ave Saint John, WA 99171 | | INSURER A: Underwriters at Lloyds London | |
| | | INSURER B: | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDTL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|------------|----------|----------------|-------------------------|-------------------------|--|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | X | | PSL-0039590738 | 01/01/2023 | 01/01/2024 | EACH OCCURRENCE | \$ 2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea Occurrence) | \$ 250,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 2,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 5,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 5,000,000 |
| | | | | | | | | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | \$ |
| | | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| A | Professional Liability | X | | PSL-0039590738 | 01/01/2023 | 01/01/2024 | Each Claim | \$2,000,000 |
| | | | | | | | Annual Aggregate | \$5,000,000 |
| | | | | | | | Deductible | \$2,500 |

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

Certificate holder is covered as an additional insured on a primary and non-contributory basis as required by written contract.

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

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/08/2024**Committee Agenda type:** Consent**Date Rec'd**

12/27/2023

Clerk's File #

OPR 2022-0581

Renews #**Cross Ref #****Council Meeting Date:** 01/22/2024**Submitting Dept**

INTEGRATED CAPITAL

Project #

2022087

Contact Name/Phone

NATE SULYA 625-6988

Bid #**Contact E-Mail**

NSULYA@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Contract Item

Council Sponsor(s)

JBINGLE

Agenda Item Name

4250 - CONTRACT AMENDMENT TO ASSIGN CHIP GRANT FUNDS

Agenda Wording

Amended Assignment and Assumption agreement of CHIP grant for utility infrastructure improvements at Liberty Park Terrace. Amendment will modify the assignee to read Proclaim Liberty West, LLC.

Summary (Background)

In February 2022, the City was awarded a CHIP grant to fund utility infrastructure improvement for Liberty Park Terrace Phase 2 Apartments to provide affordable housing units.

Lease? NO

Grant related? YES

Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost

\$ 0

Current Year Cost

\$ 0

Subsequent Year(s) Cost

\$ 0

Narrative

Expenses have been previously approved by council. This amendment does not affect the total contract cost that has been previously approved by council.

Amount**Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

| | |
|----------------------------------|---------------------|
| <u>Dept Head</u> | DAVIS, MARCIA |
| <u>Division Director</u> | MILLER, KATHERINE E |
| <u>Accounting Manager</u> | ORLOB, KIMBERLY |
| <u>Legal</u> | HARRINGTON, |
| <u>For the Mayor</u> | JONES, GARRETT |

Additional Approvals

| | |
|----------------------------|------------------|
| <u>ACCOUNTING -</u> | MURRAY, MICHELLE |
| | |
| | |
| | |
| | |

Distribution List

| | |
|---|--|
| Brian Grow proclaimlibertyspk@gmail.com | eraea@spokanecity.org |
| icmaccounting@spokanecity.org | nsulya@spokanecity.org |
| mdavis@spokanecity.org | eschoedel@spokanecity.org |
| | |
| | |
| | |
| | |
| | |

Committee Agenda Sheet

Urban Experience Committee

| | |
|---|--|
| Committee Date | 1/8/2024 |
| Submitting Department | ICM |
| Contact Name | Nate Sulya |
| Contact Email & Phone | nsulya@spokanecity.org & 509-625-6988 |
| Council Sponsor(s) | CM Bingle |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | CHIP Grant Agreement |
| Proposed Council Action | <input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | In February 2022, the City was awarded a Connecting Housing to Infrastructure Program (CHIP) grant. This grant is to fund utility infrastructure improvements for Liberty Park Terrace Phase 2 Apartments (owned by Proclaim Liberty) to provide affordable housing units. The city needs to extend its agreement with the Dept. of Commerce and modify the assignee to read Proclaim Liberty and/or assigns. |
| Fiscal Impact | |
| Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | |
| Total Cost: <u>Click or tap here to enter text.</u> | |
| Current year cost: | |
| Subsequent year(s) cost: | |
| Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue | |
| Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A | |
| Specify funding source: Grant | |
| Is this funding source sustainable for future years, months, etc? | |
| Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? | |
| Public Works services and projects are designed to serve all residents and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | |

N/a - This is a public works project and should not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors.

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

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

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

This project is consistent with the City's adopted policies and programs.



City of Spokane
**AMENDED ASSIGNMENT
& ASSUMPTION**

This Amended Assignment & Assumption is made and entered into by and between the **City of Spokane**, a Washington municipal corporation, as "**Assignor**", whose address is 808 West Spokane Falls Boulevard, Spokane, Washington, 99201, and **Proclaim Liberty West, LLC.**, a Washington nonprofit corporation, whose address is 601 West Main Avenue, Suite 400, Spokane, Washington 99201-0613, as "**Assignee**", individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Washington State Department of Commerce ("Commerce") and the Assignor entered into a Contract dated August 3, 2022 (OPR 2022-0581), wherein Commerce awarded a Connecting Housing to Infrastructure Program Grant ("CHIP") to support the development of affordable housing and infrastructure improvements related to Liberty Park Terrace Apartments; and

WHEREAS, the original Assignment & Assumption stated the Assignee's name incorrectly and should be amended to reflect the Assignee is Proclaim Liberty West, LLC; and

WHEREAS, Assignee accepts and assumes all terms and conditions as stated in the CHIP grant OPR 2022-0581, a copy of which is attached hereto as Exhibit "A".

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

1. ASSIGNMENT & ASSUMPTION.

- A. The original Assignment is amended to reflect the Assignee as Proclaim Liberty West, LLC.
- B. For value received, the Assignor assigns, transfers and conveys all of its rights, title and interest under OPR 2022-0581, attached hereto as Exhibit "A", to the Assignee effective January 1, 2023.
- C. The Assignee accepts the Assignment and agrees to assume all requirements and contractual rights and liabilities under OPR 2022-0581, to include without limitation, Assignee assumes all requirements and contract terms to flow to Assignee's subcontractors, specifically section 11, certification regarding debarment, and section 40, subcontracting, of the General Terms and Conditions.

2. CONSENT OF THE STATE.

The State has preapproved the CHIP Grant to be assigned in full by the City to its affordable housing partner, Proclaim Liberty West, LLC.

3. ALL TERMS INCORPORATED.

All terms of the CHIP Grant, OPR 2022-0581, attached hereto as Exhibit "A" are incorporated into this Amended Assignment and Assumption Agreement, and the capitalized terms in the attached agreements shall have the same meaning in this Amended Assignment and Assumption Agreement.

4. BINDING ON SUCCESSORS.

This Amended Assignment and Assumption Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and assigns.

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 Assignment by having legally-binding representatives affix their signatures below.

ASSIGNOR – CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

ASSIGNEE – PROCLAIM LIBERTY WEST, LLC.

By _____
Signature Date

Type or Print Name

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:

08/15/2022

| | |
|-----------------------|---------------|
| Date Rec'd | 8/3/2022 |
| Clerk's File # | OPR 2022-0581 |
| Renews # | |
| Cross Ref # | |
| Project # | 2022087 |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|---|
| Submitting Dept | INTEGRATED CAPITAL MANAGEMENT |
| Contact Name/Phone | MARCIA DAVIS 625-6398 |
| Contact E-Mail | MDAVIS@SPOKANECITY.ORG |
| Agenda Item Type | Contract Item |
| Agenda Item Name | 0450 - CHIP GRANT FUNDING LIBERTY PARK TERRACE APARTMENTS |

Agenda Wording
 Connecting Housing to Infrastructure Program (CHIP) grant in the amount of \$680,461.00 for infrastructure improvements related to Liberty Park Terrace Apartments.

Summary (Background)
 This Grant is to fund utility infrastructure for low-income housing projects. The grant was awarded to the City in February 2022 to administer the funds to reimburse Liberty Park Terrace Apartments II for construction of water, sewer, and stormwater improvements to the project. Liberty Park Terrace Phase II will provide 54 new affordable housing units for qualifying low-mod-income renters for a period of at least 25 years as a condition of receiving the grant.

| | | |
|----------------------|--------------------|--------------------------------|
| Lease? NO | Grant related? YES | Public Works? YES |
| Fiscal Impact | | Budget Account |
| Revenue | \$ 680,461.00 | # 4250 98864 99999 33442 99999 |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |

| | | | |
|---|------------------|---------------------------------------|-----------|
| Approvals | | Council Notifications | |
| Dept Head | DAVIS, MARCIA | Study Session\Other | PIES 7/25 |
| Division Director | FEIST, MARLENE | Council Sponsor | Beggs |
| Finance | KECK, KATHLEEN | Distribution List | |
| Legal | PICCOLO, MIKE | eraea@spokanecity.org | |
| For the Mayor | ORMSBY, MICHAEL | icmaccounting@spokanecity.org | |
| Additional Approvals | | mdavis@spokanecity.org | |
| Purchasing | | gdahl@spokanecity.org | |
| GRANTS, CONTRACTS & PURCHASING | MURRAY, MICHELLE | publicworksaccounting@spokanecity.org | |
| | | | |
| | | | |



Capital Agreement with

City of Spokane

through

Connecting Housing to Infrastructure Program (CHIP)
using State Capital Funds

Purpose:

To support the development of affordable housing by paying for water, sewer, and stormwater infrastructure improvements connections for the second phase of the Liberty Park Terrace affordable housing project

Start date: July 1, 2021

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**Washington State Department of Commerce
Local Government Division, Growth Management Unit
Connecting Housing to Infrastructure Program (CHIP) Grant**

| | | | |
|--|--|---|---|
| 1. Grantee City of Spokane 808 West Spokane Falls Blvd. Spokane, WA 99201 | | 2. Project Address Liberty Park Terrace, Phase 2 1601 E. Hartson Avenue Spokane, WA 99202 | |
| 3. Grantee Representative Marcia Davis Principal Engineer (509)625-6398 mdavis@spokanecity.org | | 4. COMMERCE Representative Eric Guida Senior Planner (360)725-3044 eric.guida@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia, WA 98504-2525 | |
| 5. Grant Amount \$680,461 | 6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | 7. Start Date Date of execution | 8. End Date June 30,2023 |
| 9. Federal Funds (as applicable) \$680,461 | Federal Agency US Dept. Treasury | ALN (CFDA #): 21.027 | |
| 10. SWV # WA0003S | 11. UBI # 328-013-877 | 12. DUNS # 115528189 | 13. UNIQUE ENTITY ID # PDNCLY8MYJN3 |
| 14. Grant Purpose The outcome of this performance-based Grant Agreement is to undertake the construction of water, sewer, and stormwater utility improvements for the second phase of the Liberty Park Terrace affordable housing project, as referenced in Attachment A – Scope of Work. | | | |
| COMMERCE, defined as the Department of Commerce and Grantee acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Certification of Availability of Funds to Complete the Project, Attachment “C” – Certification of the Payment and Reporting of Prevailing Wages. | | | |

FOR GRANTEE

DocuSigned by:

Nadine Woodward

Nadine Woodward, Mayor

8/17/2022 | 11:55 AM PDT

Date

APPROVED AS TO FORM ONLY

DocuSigned by:

Michael J. Piccolo

Mike Piccolo
Assistant City Attorney

8/11/2022 | 11:35 AM PDT

Date

ATTEST

DocuSigned by:

Jenni Pfister

Terri Pfister
City Clerk

8/29/2022 | 5:44 PM PDT

Date

City Seal



FOR COMMERCE

DocuSigned by:

Mark Barkley

Mark K. Barkley, Assistant Director, Local Government
Division

8/30/2022 | 6:06 PM PDT

Date

APPROVED AS TO FORM ONLY

Sandra Adix

Sandra Adix
Assistant Attorney General

March 31, 2022

Date

DECLARATIONS

CLIENT INFORMATION

GRANTEE Name: City of Spokane
Grant Number: 22-96720-106

PROJECT INFORMATION

Project Name: Liberty Park Terrace Phase 2
Project City: Spokane
Project State: Washington
Project Zip Code: 99202

GRANT INFORMATION

| | |
|--|---|
| Grant Amount: | \$680,461 |
| Appropriation Number: | 2021 Washington State Capital Budget SSB 1080, Section 1074 |
| Re-appropriation Number (if applicable): | |
| Grant End Date: | June 30, 2023, if funds are not re-appropriated. Grant End Date may be extended contingent on reappropriation |
| Biennium: | 2021-2023 |
| Biennium Close Date: | June 30, 2023 |
| Earliest Date for Reimbursement: | March 3, 2021 |
| Time of Performance: | In accordance with Special Terms and Conditions Number 4 |

FUNDING INFORMATION

| | |
|---|--|
| Federal Funding: | Sec. 602 Coronavirus State Fiscal Recovery Funds of Title VI of Social Security Act as added by American Rescue Plan Act of 2021 (ARPA or "Act"), Title IX, Subtitle M, Sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq. |
| Federal Award Agency: | US Department of Treasury |
| Amount of Federal Funds Obligated by this Action: | \$680,461 |

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

Extension of Grant Upon Reappropriation.

Notwithstanding General Term and Condition No. 4, the End Date of this Grant **may be extended upon written notice to Grantee from Commerce** for a period of time consistent with the effective date of any re-appropriation of funds, and/or with terms reflecting new Federal requirements for ARPA funds, if any. In Commerce's sole discretion, after review of any funding re-appropriation terms and applicable Federal law or guidance, a contract amendment in accordance with General Term and Condition No. 4 may be required to extend the End Date.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

1. AUTHORITY

Funding for this Grant has been provided in the 2021-2023 biennial state Capital Budget, SSB 1080, pursuant to Federal grants to Washington State under the American Rescue Plan Act of 2021 (ARPA or "Act"), sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq. The parties anticipate that funding under this Grant that is unexpended in the 2021-23 state biennium may be re-appropriated in future biennia, subject to Federal requirements.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Identification Number (FAIN): SLRF0002
Total amount of the federal award: \$680,461

Federal Awarding Agency: US Department of Treasury
Research & Development (R&D): award will not be used for R&D

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This project was supported by grant awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the America Rescue Plan Act, State and Local Fiscal Recovery Funds, Washington State Department of Commerce."

3. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

4. PERIOD OF PERFORMANCE, COSTS INCURRED, REIMBURSEMENT

- a) Period of Performance. The initial period of performance for this award begins on the date hereof and ends on June 30, 2023. If unexpended funds under this Grant are re-appropriated, the period of performance (Contract End Date) will be extended to not later than October 30, 2026.
- b) Costs Incurred Period. As set forth in Treasury's implementing regulations, Grantee may use funds awarded under ARPA to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024. Pursuant to Federal rules, a cost shall be considered to have been incurred if the Grantee has incurred an obligation with respect to such cost by December 31, 2024. All change orders for which reimbursement is requested must be executed on or before December 31, 2024.
- c) Reimbursement Period. All requests for reimbursement of eligible costs incurred between March 3, 2021 and December 31, 2024 payable from ARPA funds must be submitted to COMMERCE by the **earlier of** October 30, 2026 or 30 days prior to the Contract End Date.

5. COMPENSATION

COMMERCE shall pay an amount not to exceed the total contract amount listed on the contract Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

6. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The GRANTEE can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Grants Management System (CMS), which is available through the Secure Access Washington (SAW) portal. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number listed on the contract Face Sheet.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or if work is not completed or Grant terminated, within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Additional Special Terms and Conditions set forth in the Declarations page above.

Each request for payment must be accompanied by:

- a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.
- Any documentation of costs, and prevailing wage as per section 8 of the Special Terms and Conditions and Attachment C, CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES.
- A reportable expenses form as detailed in Section 7 of Special Terms and Conditions, SUBCONTRACTOR DATA COLLECTION.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Withholding

At its sole discretion, COMMERCE may withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

7. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

8. HISTORICAL OR CULTURAL RESOURCES, HUMAN REMAINS

CHIP projects are subject to the requirements of Washington State Governor's Executive Order (GEO) 21-02 "Archaeological and Cultural Resources". CHIP Grantees will cooperate with Commerce to fulfill the requirements of GEO-21-02. Commerce will delegate consultation authority to the grantee by letter, and each project must complete the EZ-1 Form to comply with the [GEO 21-02](#). In the event that historical or cultural artifacts are discovered at the Project site during construction or rehabilitation, the Grantee or subcontractor shall immediately stop work and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. If human remains are discovered, the Grantee shall immediately stop work and report the presence and location of the remains to the coroner and local enforcement, then contact DAHP and any concerned tribe's cultural staff or committee.

9. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

1. Submit to COMMERCE the reporting package specified in Uniform Guidance 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
2. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the [Federal Audit Clearinghouse](#).
<https://facides.census.gov/Account/Login.aspx>

10. DEBARMENT

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
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- ii. Have not within a three-year period preceding this Grant, been convicted of 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 or private agreement or 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;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant 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, unless authorized by COMMERCE. Grantees should review section 14 of the Special Terms and Conditions for information on documenting that any subcontractors are not on the federal debarment list.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant 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.
- ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.

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

11. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subcontractor, or agents of either, while performing under the terms of this contract. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

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The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Grantee as beneficiary.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Annually Grantee shall provide upon written request by COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

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12. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

- A. Grantee agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- B. Federal regulations applicable to this award include, but are not necessarily limited to the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
 - x. Prohibition on certain telecommunications and video surveillance services or equipment 2 CFR [§ 200.216](#).
- C. Statutes and regulations prohibiting discrimination applicable to this award include, but are not necessarily limited to the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

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- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

13. FEDERAL EXCLUSION

These terms add to the terms in Section 12 Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion — Primary and Lower Tier Covered Transactions in General Terms and Conditions. The Grantee also agrees to access the Federal Exclusion List at www.sam.gov and provide Federal Exclusion documentation to Commerce and to keep a copy on file with the Grantee's project records.

14. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

By signing this Grant, the Grantee accepts the requirements stated in 48 CFR 52.204-7 to register with the System for Award Management at the SAM website (<https://www.sam.gov>). To register in SAM, a valid Unique Entity Identifier (UEI) is required. The Grantee is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Grantee must remain registered in the SAM database after the initial registration. The Grantee is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Grantee shall provide evidence documenting registration and renewal of SAM registration to Commerce.

In the event of the Grantee's noncompliance or refusal to comply with the requirement stated above, Commerce reserves the right to suspend payment until the Grantee cures this noncompliance.

15. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Grant Agreement period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the Grant Agreement accordingly.

16. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this Grant Agreement to assure affordability when the CHIP grant program contributed to the project, unless monitored by another funder. The funding for this program, [SB 5651 (section 1032), laws of 2021] requires that projects serve and benefit low-income households, and requires affordability for at least 25 years. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

17. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this Grant Agreement, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least twenty five (25) years from the date the final payment is made hereunder.

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- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture provision).

18. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least twenty five (25) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture Provision).

19. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

20. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages

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1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee to include assignees.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ADMINISTRATIVE COST ALLOCATION

Administrative costs that may be allowed are set forth in the Special Terms and Conditions. Administrative services shared by other programs shall be assigned to this Grant based on an allocation plan that reflects allowable administrative costs that support services provided under each Grant administered by the Grantee. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

3. ALLOWABLE COSTS

Costs allowable under this Grant are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Award or Amendment Face Sheet.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. APPROVAL

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

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8. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE. For the purpose of the CHIP contracts, which require a city, county or public utility sponsor of the affordable housing project, Commerce preapproves the grantee to assign this contract to their affordable housing partner. In this case, all requirements and contract terms flow to the assignee's subcontractors, specifically section 11, certification regarding debarment, and section 40, subcontracting, of the General Terms and Conditions. After assignment, all references to Grantee shall mean Grantee's assignee.

9. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

10. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

3. Submit to COMMERCE the reporting package specified in Uniform Guidance 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
 4. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the [Federal Audit Clearinghouse](https://facides.census.gov/Account/Login.aspx).
<https://facides.census.gov/Account/Login.aspx>

11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this contract, been convicted of 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 or private agreement or 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;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this contract, the Grantee shall attach an explanation to this contract.

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- C. The Grantee 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, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. 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.
 - ii. 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.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - 1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - 2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 - 3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

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C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

14. CONFORMANCE

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

15. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Commerce program administering this contract, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

16. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

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17. DISALLOWED COSTS

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

18. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

19. DUPLICATE PAYMENT

The Grantee certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

20. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

21. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of, or resulting from, the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subcontractor's performance or failure to perform the contract. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

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22. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

23. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

24. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

25. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

26. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant.

27. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further contracts with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

28. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

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(ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

29. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

30. PREVAILING WAGE LAW

The Grantee certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

31. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR 200 for all purchases funded by this contract.

All recipients of funds under this Contract, including Contractor and subrecipients or subcontractors of any tier, must follow the procurement standards in 2 CFR §§ 200.318 through 200.327, including ensuring that the procurement method used for the contracts are appropriate based on the dollar amount and conditions specified in 2 CFR § 200.320.

The Grantee's procurement system should include but not necessarily be limited to, the following:

- A. General procurement standards 2 CFR [§ 200.318](#). A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Competition 2 CFR [§ 200.319](#). Procedures that ensure all procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of this section and [§ 200.320](#).
- C. Methods of procurement to be followed 2 CFR [§ 200.320](#).
- D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms 2 CFR [§ 200.321](#).

32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

**GENERAL TERMS AND CONDITIONS
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33. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

34. RECAPTURE

In the event that the Grantee fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this contract.

35. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

36. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

37. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

38. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

39. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**GENERAL TERMS AND CONDITIONS
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40. SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

41. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

42. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

43. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

44. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

**GENERAL TERMS AND CONDITIONS
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45. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee, under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

46. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

**GENERAL TERMS AND CONDITIONS
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- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

47. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

48. WORK HOURS AND SAFETY STANDARDS

The Grant Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Grant Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

SCOPE OF WORK

Funds awarded under this grant will be used for \$680,461 in capital expenditures for the Liberty Park Terrace Phase 2 project, a housing development in Spokane with 41 affordable units and 13 market rate units.

The location of the project is 1601 E. Hartson Avenue, Spokane, WA 99202.

Project activities will include the construction of the following utility improvements, based on the estimates below:

Water system improvements, including connection to the existing stub, 6-inch meter & DCVA in vault, the fire hydrant assembly including gate valve, domestic water meter, water tap fee, post indicator valve, fire department connection, 6 and 8 inch pipe in trench and bedding (plus hard rock removal), 2- and 4- inch water service;

Sewer system improvements, including connection to the existing sewer, sewer manhole, sewer cleanout, 6-, 8-, and 10- inch SS SDR 35 PVC pipe, trenching & bedding and patching where necessary;

Stormwater system improvements, including erosion and sediment control, StormTech Chamber system, rip rap, biofiltration swale, an area drain and catch basins, roof drain connections, 6- and 12-inch cleanouts 2- and 4- inch water service.

This project is expected to be complete by September 30, 2023.

The "Copyright Provisions", Section 16 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE as of the date and year written below.

Nadine Woodward, Mayor

DATE

How this project meets criteria for APRA SLFRF Projects

This project aligns to the Expenditure Category 3 of ARPA SLRF, services to Disproportionately Impacted Communities, Housing Support: Affordable Housing EC 2.15,¹ Under ARPA's SLFRF guidance, funding for this grant falls under the category of responding to "Public Health and Economic Impacts" of the COVID-19 public health emergency. Within that category of eligible actions, this program is intended to "Building Stronger Communities through Investments in Housing and Neighborhoods" by serving those communities that were hardest hit by the pandemic through investments in affordable housing

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

development. Eligible services include: *Affordable housing development to increase supply of affordable and high quality living units*. Supporting the development of affordable housing is important to address a limited supply of housing, some of which is inadequate, or of poor quality.² The Interim Final Rule supports this finding by stating that “both the public health and economic impacts of the pandemic have fallen most severely on communities and populations disadvantaged before it began” including “low income communities, people of color, and Tribal communities.”³

² See specific language at printed pages 26795 and 26796 of the [Interim Final Rule](#) to implement the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund established under ARPA).

³ Ibid, page 26787.

CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT

| Type of Funding | Source Description and purpose | Amount |
|-----------------------------------|---|---------------|
| CHIP Grant | Washington State Department of Commerce | \$680,461 |
| <i>Other Grants</i> | | |
| Grant #1 | | |
| Grant #2 | | \$ |
| Total Other Grants | | \$0.00 |
| <i>Other Loans</i> | | |
| Loan #1 | | \$ |
| Loan #2 | | \$ |
| Total Loans | | \$0.00 |
| <i>Other Local Revenue</i> | | |
| Source #1 | | \$ |
| Total Local Revenue | | \$0.00 |
| <i>Other Funds</i> | | |
| Source #1 | | \$ |
| Source #2 | | \$ |
| Total Other Funds | | \$0.00 |
| Total Project Funding | | \$0.00 |

CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The GRANTEE by its signature, certifies that project funding from sources other than those provided by this Grant Agreement has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

Nadine Woodward, Mayor

DATE

CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Grant Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. See section 8 of the Special Terms and Conditions and section 30 of the General Terms and Conditions.

Before invoices are paid, the "awarding agency" must provide documentation of the "intent to pay prevailing wages". Before the final funds are paid from the state, an "affidavit of wages paid" from L&I must also be provided. The GRANTEE or assignee, shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

CERTIFICATION PERFORMANCE MEASURE – PREVAILING WAGES

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE and their subcontractors as of the date and year written below.

Nadine Woodward, Mayor

DATE

Certificate Of Completion

| | |
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| Envelope Id: 916B953F2DBD467D9293D1FF729021A5 | Status: Completed |
| Subject: Please DocuSign: COM 22-96720-106 CHIP Liberty Park Terrace Uls Final.pdf | |
| Division: | |
| Local Government | |
| Program: CHIP - GMS | |
| ContractNumber: 22-96760-106 | |
| DocumentType: Contract | |
| Source Envelope: | |
| Document Pages: 30 | Signatures: 4 |
| Certificate Pages: 6 | Initials: 0 |
| AutoNav: Enabled | |
| Enveloped Stamping: Enabled | |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | |
| | Envelope Originator: Ashley Murphy 1011 Plum Street SE MS 42525 Olympia, WA 98504-2525 ashley.murphy@commerce.wa.gov IP Address: 198.239.106.151 |

Record Tracking

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| Status: Original 8/10/2022 3:27:22 PM | Holder: Ashley Murphy ashley.murphy@commerce.wa.gov | Location: DocuSign |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: Washington State Department of Commerce | Location: DocuSign |

Signer Events

Michael J. Piccolo
mpiccolo@spokanecity.org
Assistant City Attorney
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Michael J. Piccolo
0E8DBB1D5EFE4BA...
Signature Adoption: Pre-selected Style
Using IP Address: 155.190.3.6

Timestamp

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Viewed: 8/11/2022 11:35:14 AM
Signed: 8/11/2022 11:35:44 AM

Electronic Record and Signature Disclosure:
Accepted: 8/11/2022 11:35:14 AM
ID: ceb0c95f-6092-4c1e-a73f-b6882a1e58e4

Nadine Woodward
nwoodward@spokanecity.org
Mayor
City of Spokane
Security Level: Email, Account Authentication (None)

DocuSigned by:
Nadine Woodward
39651E7EC71D4A0...
Signature Adoption: Uploaded Signature Image
Using IP Address: 155.190.3.6

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Electronic Record and Signature Disclosure:
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ID: 73a5b7ef-58a9-42fc-98f4-631606d52208

Terri Pfister
tpfister@spokanecity.org
City Clerk
City of Spokane
Security Level: Email, Account Authentication (None)

DocuSigned by:
Terri Pfister
CC56CBA4DCC84D6...
Signature Adoption: Pre-selected Style
Using IP Address: 155.190.3.7

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Electronic Record and Signature Disclosure:
Accepted: 7/12/2021 10:14:44 AM
ID: 30977f9f-c23d-498f-80d0-109c8ebc3f8a

| Signer Events | Signature | Timestamp |
|--|--|---|
| <p>Mark Barkley mark.barkley@commerce.wa.gov Assistant Director Washington State Department of Commerce Security Level: Email, Account Authentication (None)</p> | <p>DocuSigned by:  80312B04865C458...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.239.157.78</p> | <p>Sent: 8/29/2022 5:44:53 PM Viewed: 8/30/2022 6:06:42 PM Signed: 8/30/2022 6:06:48 PM</p> |

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| In Person Signer Events | Signature | Timestamp |
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| Editor Delivery Events | Status | Timestamp |
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| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
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| <p>Brittany Kraft bkraft@spokanecity.org Clerk II City of Spokane Security Level: Email, Account Authentication (None)</p> | <div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div> | <p>Sent: 8/11/2022 11:34:00 AM</p> |
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| <p>Clerks clerks@spokanecity.org Security Level: Email, Account Authentication (None)</p> | <div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div> | <p>Sent: 8/11/2022 11:34:01 AM Viewed: 8/11/2022 11:34:58 AM</p> |
|---|---|---|

Electronic Record and Signature Disclosure:
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| <p>Dave Andersen dave.andersen@commerce.wa.gov Security Level: Email, Account Authentication (None)</p> | <div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div> | <p>Sent: 8/11/2022 11:34:02 AM Viewed: 8/11/2022 1:29:15 PM</p> |
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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|---|---|------------------------------------|
| <p>Marcia Davis mdavis@spokanecity.org Security Level: Email, Account Authentication (None)</p> | <div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div> | <p>Sent: 8/11/2022 11:34:01 AM</p> |
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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|---|---|------------------------------------|
| <p>Paul Johnson paul.johnson@commerce.wa.gov Security Level: Email, Account Authentication (None)</p> | <div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div> | <p>Sent: 8/11/2022 11:34:02 AM</p> |
|---|---|------------------------------------|

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events**Status****Timestamp**

Spokane
 eraea@spokanecity.org
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 8/11/2022 11:34:01 AM
 Viewed: 8/11/2022 1:10:41 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

| | | |
|---------------------|------------------|-----------------------|
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| Certified Delivered | Security Checked | 8/30/2022 6:06:42 PM |
| Signing Complete | Security Checked | 8/30/2022 6:06:48 PM |
| Completed | Security Checked | 8/30/2022 6:06:48 PM |

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

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All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/08/2024

Committee Agenda type: Consent

| | |
|-----------------------|---------------|
| Date Rec'd | 12/26/2023 |
| Clerk's File # | OPR 2023-0719 |
| Renews # | |
| Cross Ref # | |

Council Meeting Date: 01/22/2024

| | | | |
|---------------------------|---|----------------------|--------------|
| Submitting Dept | INTEGRATED CAPITAL | Project # | |
| Contact Name/Phone | LORENA 625-6894 | Bid # | RFQU 5902-23 |
| Contact E-Mail | LCROUCHER@SPOKANECITY.ORG | Requisition # | CR 25822 |
| Agenda Item Type | Contract Item | | |
| Council Sponsor(s) | JBINGLE | | |
| Agenda Item Name | 4250 – CONTRACT AMENDMENT KPFF FOR LATAH BRIDGE | | |

Agenda Wording

Contract amendment with KPFF Consulting Engineers (Seattle, WA) for the Latah Bridge inspection and load rating analysis - additional \$48,362.54. Total contract amount: \$205,362.54.

Summary (Background)

This amendment provides for additional inspection to verify load rating and posted weight restrictions for Latah Bridge and also provide more precise data for a grant application to the federal Bridge Investment Program.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

| | |
|----------------------------------|--------------|
| Approved in Current Year Budget? | YES |
| Total Cost | \$ 48,362.54 |
| Current Year Cost | \$ 48,362.54 |
| Subsequent Year(s) Cost | \$ |

Narrative

| Amount | Budget Account |
|----------------------|--------------------------------|
| Expense \$ 48,362.54 | # 3200-48400-95100-56501-86129 |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| \$ | # |
| \$ | # |



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

DAVIS, MARCIA

Division Director

MILLER, KATHERINE E

Accounting Manager

ORLOB, KIMBERLY

Legal

HARRINGTON,

For the Mayor

JONES, GARRETT

Additional Approvals

Distribution List

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kpicanco@spokanecity.org

cwahl@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

| | |
|--|--|
| Committee Date | January 8, 2024 |
| Submitting Department | Integrated Capital Management |
| Contact Name | Lorena Croucher |
| Contact Email & Phone | lcroucher@spokanecity.org ; (509)625-6894 |
| Council Sponsor(s) | CM Bingle |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | OPR 2023-0719 Contract Amendment - Latah Bridge Inspection and Load Rating |
| Proposed Council Action | <input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>ICM is pursuing a grant opportunity through the federal Bridge Investment Program (BIP) to support the rehabilitation of the Latah Bridge (also known as Sunset Bridge or High Bridge). This funding source could provide up to \$100M depending on project needs.</p> <p>An updated bridge inspection and load rating analysis are required as part of the BIP application. As such, the City executed contract OPR 2023-0719 with KPFF to conduct this work.</p> <p>The bridge inspection and load rating analysis conducted by KPFF in September 2023 resulted in a recommendation to post loading rating restrictions for single unit and emergency vehicles. However, the inspection did not include the assessment of areas that required confined space entry (i.e., within the piers and abutments).</p> <p>This contract amendment will allow KPFF to provide an additional inspection to verify load rating and posted weight restrictions, as well as to provide more precise data for the BIP application.</p> <p>The amendment scope and fee are attached.</p> |
| <p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> | |

| |
|---|
| Other budget impacts: (revenue generating, match requirements, etc.) |
| Operations Impacts (If N/A, please give a brief description as to why) |
| <p>What impacts would the proposal have on historically excluded communities?</p> <p>Public Works services and projects are designed to serve all residents 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.</p> |
| <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/a - This is a public works project and should not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors.</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>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.</p> |
| <p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>This project is consistent with the City's adopted policies and programs.</p> |



City of Spokane
CONTRACT AMENDMENT-EXTENSION
Title: **LATAH BRIDGE INSPECTION
AND LOAD RATING**

This Contract Amendment-Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **KPFF CONSULTING ENGINEERS, INC.**, whose address is 421 West Riverside Avenue, Suite 524, Spokane, Washington 99201 as (“**Consultant**”), individually hereafter referenced as a “Party”, and together as the “Parties”.

*WHEREAS, the parties entered into a Contract wherein the **Consultant** agreed to provide Latah Bridge Inspection and Load Rating; and*

WHEREAS, a change or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus, the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated August 1, 2023 and August 8, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on January 1, 2024, and shall run through December 31, 2024.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FORTY-EIGHT THOUSAND THREE HUNDRED SIXTY-TWO AND 54/100 DOLLARS (\$48,362.54)**, plus applicable tax. for everything furnished and done under this Contract Extension.

4. DEBARMENT AND SUSPENSION.

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

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

KPFF CONSULTING 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 that are part of this Agreement:
Attachment A – Certification Regarding Debarment
Attachment B – Consultant Cost Computations

23-273

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

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

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

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

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

ATTACHMENT B

Exhibit A - Scope of Work

Latah Bridge Feature Inspection

Introduction

KPFF will provide feature inspection services as described herein for the Latah Bridge; structure ID 08542800, and Bridge No. 288000824. The feature inspection will be performed in accordance with Federal Highway Administration (FHWA) National Bridge Inspection Standards (NBIS) and Washington State Department of Transportation (WSDOT) Bridge Inspection Manual (BIM) standards and will include visual and sounding of the structure to document the extent of spalls/delaminations of the concrete along with corrosion and other damage to the reinforcing steel.

The Latah Bridge is a 10-span concrete arch bridge, including one approach span on the east end of the bridge, and two approach spans on the west side of the bridge. The bridge length is 1070' with an out-to-out width of 63.5 feet. The feature inspection will occur inside all of the piers and abutments, requiring confined space protocols.

The Consultant will provide the following services:

1.0 Project Management and Coordination

1.1 Project Administration

Consultant will provide services required to initiate and manage the contract and prepare and process up to two (2) milestone-based invoices. Invoices for this lump sum agreement will include:

| Milestone | Invoice Amount (% of Agreement) |
|---|------------------------------------|
| Completion of Field Inspection (Task 2.3) | 75% |
| Submittal of Final Inspection Report (Task 2.4) | 25% |

1.2 Project Coordination

Consultant will collaborate and coordinate with the City as required to accomplish the services. Up to two (2) coordination meetings with the City are assumed.

Assumptions

- Coordination meetings with the City will be virtual, via MS Teams

Deliverables

- Two (2) milestone-based invoices (.pdf format)

2.0 Limited Bridge Inspection

2.1 Pre-Inspection

Consultant will prepare a Safety Plan that identifies site specific hazards, required safety gear, traffic control, rescue provisions, and map to nearest emergency health care facility. The draft safety plan will be reviewed by KPFF Principal Engineers and submitted to the City for review.

Consultant will prepare equipment and make arrangements for team travel and lodging in Spokane.

Consultant will develop initial Inspection Plan that identifies initial plan for access and procedures for collecting and documenting bridge condition observations.

2.2 Traffic Control

Consultant will provide traffic control services to support closure of the north shoulder on the bridge during inspection. Consultant will coordinate shoulder closure plans with the City of Spokane to obtain an obstruction permit.

It is anticipated that inspection and associated shoulder closure will be for two (2) consecutive working days, from the hours of 7 am to 6 pm. When entering on the north side, it is assumed that a car can be parked on the shoulder adjacent to the manhole for added safety.

2.3 Limited Bridge Inspection

Consultant will perform the bridge inspection to include as much of the structure that is accessible by walking and using a ladder within the piers and abutments.

The bridge inspection shall be led by a Washington State certified bridge inspector. Inspections will be completed in two days by a three-person team consisting of two KPFF employees and one City employee. Co-inspectors do not need to be NBI certified.

Bridge inspection services shall include:

- Office preparation including review of previous inspection reports, plans, defect sketches and photographs and assemble necessary safety and inspection plan and equipment.
- Travel to bridge site from KPFF office.
- Perform on-site bridge inspection per the requirements in the current WSDOT Bridge Inspection Manual. Inspection will include documentation of spalls and delamination to concrete, and damage to reinforcing steel. Inspection will be conducted per NBI requirements.

2.4 Post-Inspection

Consultant will finalize inspections and process/analyze photographic and field-collected data.

Consultant will prepare feature inspection report in WSDOT BridgeWorks program and submit draft feature inspection report to the City for review. After receiving City review comments, submit final signed report and photographs to City via email or FTP.

Assumptions

- Access will be by walking and using extension ladders. Ladders to be provided by City.
- Non-destructive testing consists of sounding concrete and measuring reinforcing steel section loss.
- Access thru the manholes to the confined spaces will be provided by the City.

Deliverables

- Draft and Final Safety Plan
- Draft and Final Inspection Report (.pdf format)
- Select Bridge Photos

Schedule

Tentative schedule is for the inspection to occur in February/March 2024. However, final schedule will be based on staff availability.

Fee

Consultant shall be compensated the Lump Sum Amount of \$48,400 based on the milestone invoices identified herein.

**Exhibit A - Prime Consultant Cost Computations
City of Spokane: Latah Bridge Feature Inspection**

12/11/2023

| | Description | Notes | Principal | Project Manager / Inspection Lead | Senior Bridge Inspector | Project Coordinator | Total Hours | Total Direct Salary Cost | OH (1.5153) | Total DSC+OH per Task | Total Fee per Task | Total per Task |
|-------------------------------|--|-----------------------------|-----------|-----------------------------------|-------------------------|---------------------|-------------|--------------------------|---------------------|-----------------------|--------------------|---------------------|
| Task 1 | Project Management and Coordination | | | | | | | | | | | |
| 1.1 | Project Administration | Setup, Invoices/PRs (4) | 1 | 2 | | 4 | 7 | \$ 413.00 | \$ 625.82 | \$ 1,038.82 | \$ 155.82 | \$ 1,194.64 |
| 1.2 | Project Coordination | 2 Meetings, Team/City Coord | 2 | 8 | 4 | 2 | 16 | \$ 1,214.00 | \$ 1,839.57 | \$ 3,053.57 | \$ 458.04 | \$ 3,511.61 |
| Task 2 | Bridge Feature Inspection | | | | | | | | | | | |
| 2.1 | Pre-Inspection | | 2 | 16 | 16 | | 34 | \$ 2,730.00 | \$ 4,136.77 | \$ 6,866.77 | \$ 1,030.02 | \$ 7,896.78 |
| 2.2 | Traffic Control | | | 4 | 4 | | 8 | \$ 640.00 | \$ 969.79 | \$ 1,609.79 | \$ 241.47 | \$ 1,851.26 |
| 2.3 | Limited Bridge Inspection | | | 20 | 40 | | 60 | \$ 4,800.00 | \$ 7,273.44 | \$ 12,073.44 | \$ 1,811.02 | \$ 13,884.46 |
| 2.4 | Post Inspection | | 4 | 16 | 24 | | 44 | \$ 3,540.00 | \$ 5,364.16 | \$ 8,904.16 | \$ 1,335.62 | \$ 10,239.79 |
| 2.5 | | | | | | | 0 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Hours per person | | | 9 | 66 | 88 | 6 | 169 | \$ 13,337.00 | \$ 20,209.56 | \$ 33,546.56 | \$ 5,031.98 | \$ 38,578.54 |

BURDENED LABOR COST

| | | | | | | | |
|--------------------------------------|---------|--------------------|---------------------|---------------------|------------------|--|---------------------|
| Direct Salary Rates | | \$ 85.00 | \$ 80.00 | \$ 80.00 | \$ 42.00 | | Sub-Totals |
| Direct Salary Cost (DSC) | | \$ 765.00 | \$ 5,280.00 | \$ 7,040.00 | \$ 252.00 | | \$ 13,337.00 |
| Overhead Cost (1.5153 of DSC) | 151.53% | \$ 1,159.20 | \$ 8,000.78 | \$ 10,667.71 | \$ 381.86 | | \$ 20,209.56 |
| DSC+OH | | \$ 1,924.20 | \$ 13,280.78 | \$ 17,707.71 | \$ 633.86 | | \$ 33,546.56 |
| Fee (0.15 of DSC+OH) | 15% | \$ 288.63 | \$ 1,992.12 | \$ 2,656.16 | \$ 95.08 | | \$ 5,031.98 |
| Sub-Total Burdened Labor Cost | | \$ 2,212.84 | \$ 15,272.90 | \$ 20,363.87 | \$ 728.93 | | \$ 38,578.54 |

REIMBURSABLES

| Item | Quantity | Unit | Unit Cost | Sub-Totals |
|---|----------|----------|-------------|--------------------|
| Airfare | 3 | Lump Sum | \$ 500.00 | \$ 1,500.00 |
| Mileage | 0 | Miles | \$ 0.625 | \$ - |
| Equipment Rental (Air blower, generator, rescue tripod, air monitors) | 1 | Lump Sum | \$ 2,000.00 | \$ 2,000.00 |
| Per Diem (Meals and Incidentals) | 6 | Each | \$ 114.00 | \$ 684.00 |
| Lodging | 6 | Each | \$ 225.00 | \$ 1,350.00 |
| Rental Car | 1 | LS | \$ 250.00 | \$ 250.00 |
| Traffic Control Services (Subconsultant) | 1 | LS | \$ 4,000.00 | \$ 4,000.00 |
| | | LS | | \$ - |
| Sub-Total Reimbursables | | | | \$ 9,784.00 |

| | |
|----------------------------|---------------------|
| Total Project Costs | \$ 48,362.54 |
|----------------------------|---------------------|



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/08/2024

Committee Agenda type: Consent

| | |
|-----------------------|---------------|
| Date Rec'd | 12/27/2023 |
| Clerk's File # | OPR 2020-0732 |
| Renews # | |
| Cross Ref # | |

Council Meeting Date: 01/22/2024

| | | | |
|---------------------------|---|----------------------|-------------|
| Submitting Dept | FIRE | Project # | |
| Contact Name/Phone | TOM WILLIAMS 625-7002 | Bid # | |
| Contact E-Mail | TMWILLIAMS@SPOKANECITY.ORG | Requisition # | 2024 BUDGET |
| Agenda Item Type | Contract Item | | |
| Council Sponsor(s) | BWILKERSON ZZAPPONE | | |
| Agenda Item Name | 1970- FIRE/EMS - RENEWAL OF SFD'S INTTERRA SOFTWARE | | |

Agenda Wording

3rd year renewal of Intterra's emergency response software.

Summary (Background)

Intterra amalgamates information onto a standard platform that integrates with current programs within the City, County, Public Health and Federal/National programs. The software provides pre-planning data in the field for planning for contagious medical issues and response, as well as gives provider awareness of recent contagious positive cases at facilities they may visit, reducing potential line exposure and overtime.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?

| | |
|-------------------------|-------------------|
| Total Cost | \$ 67,124.38/year |
| Current Year Cost | \$ 67,124.38 |
| Subsequent Year(s) Cost | \$ 67,124.38 |

Narrative

Annual software renewal costs programmed into Spokane Fire Department's adopted 2024 budget from software maintenance type level.

| Amount | Budget Account |
|----------------------|--------------------------------|
| Expense \$ 67,124.38 | # 1970-35142-22100-54820-99999 |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| \$ | # |
| \$ | # |



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

SCHAEFFER, BRIAN

Division Director

SCHAEFFER, BRIAN

Accounting Manager

SCHMITT, KEVIN

Legal

HARRINGTON,

For the Mayor

JONES, GARRETT

Additional Approvals

Distribution List

Molly Hausmann

fireaccounting@spokanecity.org

kschmitt@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

| | |
|--|---|
| Committee Date | January 8, 2024 |
| Submitting Department | Fire |
| Contact Name | Tom Williams |
| Contact Email & Phone | Tmwilliams@spokanecity.org 625-7002 |
| Council Sponsor(s) | Please enter the name of the Council Sponsor(s) |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Renewal of SFD's Intterra software |
| Proposed Council Action | <input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>Knowledge is power. Our EMS providers and fire crews need the most recent and revealing information available at their fingertips- before they arrive. Currently, the information is silo'ed and in different areas. Intterra amalgamates the information onto a standard platform that integrates with current programs within the City, County, Public Health and Federal/National Programs. Without this "heads-up" and planning tool, our field personnel run a higher risk of exposure and infection that can impact families, employees and other patients.</p> <p>Estimated renewal costs are \$67,124.38, including sales tax.</p> <p>This software provides pre-planning data in the field for planning for contagious medical issues and response, as well as gives provider awareness of recent contagious positive cases at facilities they may visit, reducing potential line exposure and overtime.</p> <p>Intterra's unique tools provide real time situational awareness for responders and command staff for all risks during a multitude of responses, from managing road closures and access barriers to mutual aid and response time planning. This tool is being used for all risk hazards/incidents we respond on.</p> |
| <p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$67,124.38/year</u></p> <p> Current year cost: \$67,124.38</p> <p> Subsequent year(s) cost: \$67,124.38/year</p> <p>Narrative: <u>Annual software renewal costs programmed into the SFD adopted 2024 budget from software maintenance type level.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Programmed into Fire/EMS operating budget</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> | |

| |
|--|
| |
| Operations Impacts (If N/A, please give a brief description as to why) |
| What impacts would the proposal have on historically excluded communities? |
| 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? |



Intterra LLC
 3740 Dacoro Lane, Suite 200
 Castle Rock, CO 80109 US
 +1 7203766813
 accounting@intterragroup.com
 www.intterragroup.com

Estimate 1024

| ADDRESS | SHIP TO | DATE | TOTAL | EXPIRATION DATE |
|---|---|------------|-------------|-----------------|
| City of Spokane City of Fire Department 44 W. Riverside Ave. Spokane, Spokane, WA 99201 | City of Spokane City of Fire Department 44 W. Riverside Ave. Spokane, Spokane, WA 99201 | 10/04/2023 | \$67,124.38 | 12/16/2023 |

| DESCRIPTION | QTY | RATE | AMOUNT |
|---|-----|-----------------|--------------------|
| Term: January 1, 2024-December 31, 2024 | | | |
| Discount | 1 | -17,168.00 | -17,168.00T |
| Operations | 1 | 23,100.00 | 23,100.00T |
| Incident Management | 1 | 21,000.00 | 21,000.00T |
| Preplanning | 1 | 15,750.00 | 15,750.00T |
| Reporting & Analytics | 1 | 18,900.00 | 18,900.00T |
| | | SUBTOTAL | 61,582.00 |
| | | TAX | 5,542.38 |
| | | TOTAL | \$67,124.38 |

THANK YOU.

Accepted By

Accepted Date

ACH Instructions:
 Beneficiary Name: Intterra, LLC
 Beneficiary Address: 3740 Dacoro Lane, Suite 200, Castle Rock, CO 80109

Bank Name: Independent Financial
 Bank Address: 501 Wilcox St., Castle Rock, CO, 80104

ABA: 111916326
 SWIFT/BIC: IDEPUS33
 Account #: 3041550



Agenda Sheet for City Council:

Committee: **Date:** N/A

Committee Agenda type:

Council Meeting Date: 01/22/2024

| | |
|-----------------------|---------------|
| Date Rec'd | 1/3/2024 |
| Clerk's File # | CPR 2024-0002 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|------------------------|
| Submitting Dept | ACCOUNTING |
| Contact Name/Phone | LEONARD 625-6028 |
| Contact E-Mail | LDAVIS@SPOKANECITY.ORG |
| Agenda Item Type | Claim Item |
| Council Sponsor(s) | |
| Agenda Item Name | 5600-CLAIMS-2023 |

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 1/5/2024.Total:\$4,120,795.23 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$4,055,612.27

Summary (Background)

Pages 1-16 Check numbers: 600189 - 600235 ACH payment numbers: 124845- 124975 On file for review in City Clerks Office: 16 Page listing of Claims Note:

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?

| | |
|-------------------------|----|
| Total Cost | \$ |
| Current Year Cost | \$ |
| Subsequent Year(s) Cost | \$ |

Narrative

| Amount | Budget Account |
|---------------|-----------------------|
|---------------|-----------------------|

| | |
|-------------------------|-----------|
| Expense \$ 4,055,612.27 | # Various |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| \$ | # |
| \$ | # |

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 01

APPROVAL FUND SUMMARY

DATE: 01/08/24
TIME: 09:43
PAGE: 1

| FUND | FUND NAME | AMOUNT |
|------|--------------------------------|--------------|
| 0100 | GENERAL FUND | 70,932.45 |
| 1100 | STREET FUND | 65,339.33 |
| 1300 | LIBRARY FUND | 237.49 |
| 1400 | PARKS AND RECREATION FUND | 381.38 |
| 1425 | AMERICAN RESCUE PLAN | 122,082.44 |
| 1460 | PARKING METER REVENUE FUND | 631.54 |
| 1620 | PUBLIC SAFETY & JUDICIAL GRANT | 42,419.87 |
| 1950 | PARK CUMULATIVE RESERVE FUND | 4,148.98 |
| 1970 | FIRE/EMS FUND | 20,443.65 |
| 1985 | VOYA DEFINED CONTR ADMIN FUND | 7,834.41 |
| 3200 | ARTERIAL STREET FUND | 61,617.09 |
| 4100 | WATER DIVISION | 133,388.29 |
| 4250 | INTEGRATED CAPITAL MANAGEMENT | 615,055.22 |
| 4300 | SEWER FUND | 143,869.03 |
| 4480 | SOLID WASTE FUND | 687,462.88 |
| 4600 | GOLF FUND | 518.57 |
| 4700 | DEVELOPMENT SVCS CENTER | 51,497.01 |
| 5100 | FLEET SERVICES FUND | 306,405.50 |
| 5110 | FLEET SVCS EQUIP REPL FUND | 2,967.63 |
| 5200 | PUBLIC WORKS AND UTILITIES | 25,008.19 |
| 5300 | IT FUND | 2,191.94 |
| 5400 | REPROGRAPHICS FUND | 1,238.10 |
| 5700 | MY SPOKANE | 1,819.53 |
| 5750 | OFFICE OF PERFORMANCE MGMT | 7,381.50 |
| 5800 | RISK MANAGEMENT FUND | 8,313.46 |
| 5810 | WORKERS' COMPENSATION FUND | 232.44 |
| 5830 | EMPLOYEES BENEFITS FUND | 964,625.41 |
| 5902 | PROPERTY ACQUISITION POLICE | 189,630.55 |
| 6070 | FIREFIGHTERS' PENSION FUND | 142,841.79 |
| 6080 | POLICE PENSION FUND | 77,976.66 |
| | TOTAL: | 3,758,492.33 |

REPORT: PG3630
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 01

DATE: 01/08/24
TIME:
PAGE: 1

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/08/24
PAGE 2

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

| | | |
|------------------------------|----------------------|-----------|
| US BANK | EARNINGS CREDIT | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00600200 | 3,938.17- |

| | | |
|----------------------------------|--|-----------|
| TOTAL FOR 0020 - NONDEPARTMENTAL | | 3,938.17- |
|----------------------------------|--|-----------|

0030 - POLICE OMBUDSMAN

| | | |
|-----------------------|------------------------|--------|
| COPIERS NORTHWEST INC | MISC SERVICES/CHARGES | |
| | ACH PMT NO. - 80124887 | 140.85 |

| | | |
|-----------------------------------|--|--------|
| TOTAL FOR 0030 - POLICE OMBUDSMAN | | 140.85 |
|-----------------------------------|--|--------|

0100 - GENERAL FUND

| | | |
|------------------------|--------------------------|--------|
| SCRIBSOFT HOLDINGS INC | ACCOUNTS RECEIVABLE-MISC | |
| DBA PERMITIUM | CHECK NO. - 00600198 | 660.00 |

| | | |
|-------------------------------|--|--------|
| TOTAL FOR 0100 - GENERAL FUND | | 660.00 |
|-------------------------------|--|--------|

0300 - HUMAN SERVICES

| | | |
|------------------------------|----------------------|-------|
| US BANK | BANK FEES | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00600200 | 18.20 |

| | | |
|---------------------------------|--|-------|
| TOTAL FOR 0300 - HUMAN SERVICES | | 18.20 |
|---------------------------------|--|-------|

0320 - COUNCIL

| | | |
|--------------------|------------------------|--------|
| CDW GOVERNMENT INC | MINOR EQUIPMENT | |
| | ACH PMT NO. - 80124941 | 560.70 |

| | | |
|--------------------------|--|--------|
| TOTAL FOR 0320 - COUNCIL | | 560.70 |
|--------------------------|--|--------|

0350 - COMMUNITY CENTERS

| | | |
|------------------------------|------------------------|-----------|
| MARTIN LUTHER KING JR FAMILY | CONTRACTUAL SERVICES | |
| OUTREACH CENTER | ACH PMT NO. - 80124866 | 22,012.50 |

| | | |
|-----------------------------|------------------------|----------|
| SOUTHWEST SPOKANE COMMUNITY | CONTRACTUAL SERVICES | |
| CENTER | ACH PMT NO. - 80124870 | 1,915.00 |

| | | |
|------------------------------------|--|-----------|
| TOTAL FOR 0350 - COMMUNITY CENTERS | | 23,927.50 |
|------------------------------------|--|-----------|

0370 - ENGINEERING SERVICES

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/08/24
PAGE 3

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--------------------------|-----------------------------|-------|
| ARAMARK UNIFORM SERVICES | LAUNDRY/JANITORIAL SERVICES | |
| AUS WEST LOCKBOX | ACH PMT NO. - 80124876 | 19.49 |

| | | |
|------------------------|--------------------------|----------|
| ENTERPRISE FM TRUST | OPERATING RENTALS/LEASES | |
| ATTN: CUSTOMER BILLING | ACH PMT NO. - 80124860 | 2,231.63 |

TOTAL FOR 0370 - ENGINEERING SERVICES 2,251.12

0410 - FINANCE

| | | |
|------------------------------|----------------------|-----------|
| US BANK | BANK FEES | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00600200 | 3,827.85 |
| US BANK | EARNINGS CREDIT | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00600200 | 1,934.02- |

TOTAL FOR 0410 - FINANCE 1,893.83

0500 - LEGAL

| | | |
|--------------------------|--------------------------------|-----------|
| WA STATE BAR ASSOCIATION | OTH DUES/SUBSCRIPTNS/MEMBERSHP | |
| LB 1035 | CHECK NO. - 00600225 | 10,366.00 |

TOTAL FOR 0500 - LEGAL 10,366.00

0560 - MUNICIPAL COURT

| | | |
|------------------------------|----------------------|--------|
| US BANK | BANK FEES | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00600200 | 205.46 |

TOTAL FOR 0560 - MUNICIPAL COURT 205.46

0580 - OFFICE OF YOUTH

| | | |
|------------------------|------------------------|-----------|
| CHASE YOUTH FOUNDATION | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80124850 | 11,250.00 |

TOTAL FOR 0580 - OFFICE OF YOUTH 11,250.00

0680 - POLICE

| | | |
|------------------------------|------------------------|--------|
| ALL SERVICE WEST TOWING | TOWING EXPENSE | |
| | ACH PMT NO. - 80124845 | 311.47 |
| ALWAYS TOWING & ROAD SERVICE | TOWING EXPENSE | |
| | ACH PMT NO. - 80124847 | 415.29 |
| ANYTIME TOWING & RECOVERY | TOWING EXPENSE | |
| | ACH PMT NO. - 80124848 | 138.43 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/08/24
PAGE 4

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|----------------------------|-----------------------------|----------|
| ARAMARK UNIFORM SERVICES | LAUNDRY/JANITORIAL SERVICES | |
| AUS WEST LOCKBOX | ACH PMT NO. - 80124876 | 341.18 |
| A-PRO AUTO BODY AND TOWING | TOWING EXPENSE | |
| | ACH PMT NO. - 80124849 | 1,591.91 |
| CDW GOVERNMENT INC | OFFICE SUPPLIES | |

| | | |
|---|-------------------------------|-----------|
| | ACH PMT NO. - 80124881 | 915.60 |
| COMCAST | IT/DATA SERVICES | |
| | ACH PMT NO. - 80124885 | 147.25 |
| COPIERS NORTHWEST INC | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80124887 | 4.21 |
| DIVINES TOWING/DIV OF DIVINE CORP | TOWING EXPENSE | |
| | ACH PMT NO. - 80124859 | 1,142.06 |
| EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING | TOWING EXPENSE | |
| | ACH PMT NO. - 80124861 | 2,421.89 |
| GORLEY LOGISTICS LLC dba FIKES NORTHWEST | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80124894 | 49.90 |
| L N CURTIS & SONS | AMMUNITION | |
| | ACH PMT NO. - 80124890 | 3,559.50 |
| L N CURTIS & SONS | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80124890 | 499.22 |
| REHN & ASSOCIATES SPOKANE CITY TREASURER | HRA-POST EMPLOYMENT | |
| | ACH PMT NO. - 80124928 | 1,000.00 |
| ROBERT EARL ALFORD dba ALL SERVICE EAST TOWING | TOWING EXPENSE | |
| | ACH PMT NO. - 80124846 | 276.86 |
| SPOKANE TOWING/DIV OF NELCO SERVICES INC | TOWING EXPENSE | |
| | ACH PMT NO. - 80124871 | 449.90 |
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES | |
| | CHECK NO. - 00600200 | 190.18 |
| US BANK TREASURY MANAGEMENT SERVICES | EARNINGS CREDIT | |
| | CHECK NO. - 00600200 | 10.05- |
| WILLIAMS TOWING & RECOVERY LLC | TOWING EXPENSE | |
| | ACH PMT NO. - 80124874 | 692.16 |
| | | ----- |
| TOTAL FOR 0680 - POLICE | | 14,136.96 |

0700 - PUBLIC DEFENDER

| | | |
|-------------------------------------|--|----------|
| WA STATE BAR ASSOCIATION LB 1035 | OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00600225 | 9,460.00 |
| | | ----- |
| TOTAL FOR 0700 - PUBLIC DEFENDER | | 9,460.00 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/08/24
PAGE 5

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1100 - STREET FUND

| | | |
|-------------------------------------|-------------------------------|-----------|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES | |
| | ACH PMT NO. - 80124858 | 588.61 |
| DKS ASSOCIATES | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80124892 | 11,400.00 |
| LAKESIDE INDUSTRIES LOCKBOX 1086 | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80124902 | 9,500.99 |

| | | |
|------------------------------|---|--------------------|
| SALT DISTRIBUTORS INC | REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00600197 | 37,686.03 |
| SPECIALTY MOBILE MIX INC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80124909 | 1,584.59 |
| TRAFFIC SAFETY SUPPLY INC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80124913 | 3,304.72 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80124915 | 299.25 |
| VERIZON WIRELESS | IT/DATA SERVICES ACH PMT NO. - 80124915 | 975.14 |
| TOTAL FOR 1100 - STREET FUND | | ----- 65,339.33 |

1300 - LIBRARY FUND

| | | |
|-------------------------------|----------------------|-----------------|
| US BANK | BANK FEES | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00600200 | 245.72 |
| US BANK | EARNINGS CREDIT | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00600200 | 8.23- |
| TOTAL FOR 1300 - LIBRARY FUND | | ----- 237.49 |

1400 - PARKS AND RECREATION FUND

| | | |
|--|----------------------|-----------------|
| US BANK | BANK FEES | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00600200 | 381.38 |
| TOTAL FOR 1400 - PARKS AND RECREATION FUND | | ----- 381.38 |

1425 - AMERICAN RESCUE PLAN

| | | |
|---|--|-----------|
| CONNOISSEUR CONCERTS ASSOCIATION | CONTRACTUAL SERVICES ACH PMT NO. - 80124856 | 11,000.00 |
| FILIPINO AMERICAN ASSOCIATION OF THE INLAND EMPIRE | CONTRACTUAL SERVICES ACH PMT NO. - 80124862 | 6,480.51 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/08/24
PAGE 6

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|-----------|
| FILIPINO AMERICAN NORTHWEST ASSOCIATION | CONTRACTUAL SERVICES ACH PMT NO. - 80124863 | 7,650.00 |
| INLAND NW AGC APPRENTICESHIP TRAINING TRUST | CONTRACTUAL SERVICES ACH PMT NO. - 80124935 | 13,667.69 |
| KEY CODE MEDIA INC ABS WASHINGTON | TV'S/AUDIO VISUAL EQUIPMENT ACH PMT NO. - 80124922 | 33,284.24 |
| NW MUSEUM OF ARTS & CULTURE/ DIV OF EASTERN WA STATE | CONTRACTUAL SERVICES ACH PMT NO. - 80124868 | 25,000.00 |
| TERRAIN PROGRAMS | CONTRACTUAL SERVICES ACH PMT NO. - 80124873 | 25,000.00 |

| | | |
|--|-------------------------------|---------------------|
| TOTAL FOR 1425 - AMERICAN RESCUE PLAN | | ----- 122,082.44 |
| 1460 - PARKING METER REVENUE FUND | | |
| ----- | | |
| US BANK | BANK FEES | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00600200 | 631.54 |
| TOTAL FOR 1460 - PARKING METER REVENUE FUND | | ----- 631.54 |
| 1620 - PUBLIC SAFETY & JUDICIAL GRANT | | |
| ----- | | |
| L N CURTIS & SONS | PROTECTIVE GEAR/CLOTHING | |
| | ACH PMT NO. - 80124890 | 42,419.87 |
| TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT | | ----- 42,419.87 |
| 1950 - PARK CUMULATIVE RESERVE FUND | | |
| ----- | | |
| COFFMAN ENGINEERS INC | OTHER CAPITALIZED COSTS | |
| | ACH PMT NO. - 80124883 | 4,148.98 |
| TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND | | ----- 4,148.98 |
| 1970 - FIRE/EMS FUND | | |
| ----- | | |
| COLEMAN OIL COMPANY LLC | MOTOR FUEL-OUTSIDE VENDOR | |
| | ACH PMT NO. - 80124853 | 3,066.56 |
| SPOKANE FIRE FIGHTERS BENEFIT TRUST | VEBA POST EMPLOYMENT | |
| | ACH PMT NO. - 80124930 | 16,500.00 |
| US BANK | BANK FEES | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00600200 | 196.93 |
| WHITE'S BOOT INC | PERSONAL PROTECTIVE EQUIPMENT | |
| | ACH PMT NO. - 80124918 | 680.16 |
| HONORABLE MAYOR AND COUNCIL MEMBERS | | 01/08/24 PAGE 7 |
| PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS: | | |
| TOTAL FOR 1970 - FIRE/EMS FUND | | ----- 20,443.65 |
| 1985 - VOYA DEFINED CONTR ADMIN FUND | | |
| ----- | | |
| R.V. KUHNS & ASSOCIATES, INC. DBA RVK, INC | ADVISORY TECHNICAL SERVICE | |
| | CHECK NO. - 00600222 | 7,834.41 |
| TOTAL FOR 1985 - VOYA DEFINED CONTR ADMIN FUND | | ----- 7,834.41 |
| 3200 - ARTERIAL STREET FUND | | |
| ----- | | |
| INLAND INFRASTRUCTURE LLC | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80124956 | 61,141.13 |
| MIOVISION TECHNOLOGIES INC | CONSTRUCTION OF FIXED ASSETS | |

CHECK NO. - 00600219 475.96

TOTAL FOR 3200 - ARTERIAL STREET FUND 61,617.09

4100 - WATER DIVISION

| | | |
|--------------------------------|-------------------------------|-----------|
| BUD CLARY CHEVROLET JEEP EAGLE | VEHICLES | |
| | ACH PMT NO. - 80124940 | 65,583.91 |
| CINTAS CORPORATION | LAUNDRY/JANITORIAL SERVICES | |
| | ACH PMT NO. - 80124882 | 1,335.50 |
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES | |
| | ACH PMT NO. - 80124944 | 453.60 |
| CORE & MAIN LP | INVENTORY PURCHASES FOR WATER | |
| | ACH PMT NO. - 80124888 | 22,100.52 |
| GRAINGER INC | POWER TOOLS/EQUIPMENT | |
| | ACH PMT NO. - 80124896 | 4,692.44 |
| GRAINGER INC | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80124896 | 321.72 |
| H D FOWLER COMPANY | INVENTORY PURCHASES FOR WATER | |
| | ACH PMT NO. - 80124897 | 26,135.69 |
| NEPTUNE TECHNOLOGY GROUP INC | MACHINERY/EQUIPMENT | |
| | ACH PMT NO. - 80124904 | 3,928.58 |
| OLYMPIC FOUNDRY INC | INVENTORY PURCHASES FOR WATER | |
| | ACH PMT NO. - 80124905 | 5,210.20 |
| TITAN TRUCK EQUIPMENT | MINOR EQUIPMENT | |
| | ACH PMT NO. - 80124912 | 3,626.13 |

TOTAL FOR 4100 - WATER DIVISION 133,388.29

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/08/24
PAGE 8

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4250 - INTEGRATED CAPITAL MANAGEMENT

| | | |
|--|------------------------------|------------|
| DW EXCAVATING INC | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80124947 | 249,036.97 |
| GROUNDWATER SOLUTIONS INC dba GSI WATER SOLUTIONS INC | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80124864 | 1,971.15 |
| HALME CONSTRUCTION INC | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80124953 | 23,160.90 |
| HDR ENGINEERING INC | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80124899 | 2,444.80 |
| INLAND INFRASTRUCTURE LLC | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80124956 | 36,305.62 |
| MAX J KUNEY COMPANY | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80124924 | 278,251.77 |
| PARAMETRIX INC | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80124906 | 17,561.25 |

| | | |
|--|--|------------|
| SYSTEMS AND SOFTWARE INC DBA SYSTEMS AND SOFTWARE | CONTRACTUAL SERVICES ACH PMT NO. - 80124872 | 6,240.00 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80124974 | 82.76 |
| TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT | | 615,055.22 |

4310 - SEWER MAINTENANCE DIVISION

| | | |
|---|--|-----------|
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80124877 | 1,983.04 |
| AVISTA UTILITIES | UTILITY NATURAL GAS ACH PMT NO. - 80124877 | 1,566.50 |
| COLEMAN OIL COMPANY LLC | MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80124853 | 4,198.98 |
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80124944 | 85.77 |
| PARAMETRIX INC | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80124906 | 10,150.00 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80124915 | 2,531.73 |
| TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION | | 20,516.02 |

4320 - RIVERSIDE PARK RECLAMATION FAC

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/08/24
PAGE 9

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|----------|
| ALS LABORATORY GROUP | TESTING SERVICES ACH PMT NO. - 80124875 | 662.00 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80124938 | 283.96 |
| AVISTA UTILITIES | UTILITY NATURAL GAS ACH PMT NO. - 80124938 | 146.79 |
| CENTURYLINK | TELEPHONE CHECK NO. - 00600194 | 8,054.75 |
| COLEMAN OIL COMPANY LLC | MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80124884 | 7,194.70 |
| COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL | OPERATING SUPPLIES ACH PMT NO. - 80124854 | 1,808.08 |
| COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80124854 | 1,276.00 |
| COMCAST | IT/DATA SERVICES ACH PMT NO. - 80124943 | 214.91 |
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80124944 | 427.75 |

| | | |
|--|--|-----------|
| ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING | OPERATING RENTALS/LEASES ACH PMT NO. - 80124860 | 577.45 |
| EUROFINS ENVIRONMENT TESTING NORTHWEST LLC | TESTING SERVICES ACH PMT NO. - 80124948 | 2,555.00 |
| FEDERAL EXPRESS CORP/DBA FEDEX | POSTAGE ACH PMT NO. - 80124951 | 74.07 |
| HACH COMPANY AMERICAN SIGMA | EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00600218 | 1,690.06 |
| HASA INC | CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80124898 | 15,586.99 |
| INLAND ENVIRONMENTAL RESOURCES INC | CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80124900 | 15,732.22 |
| MARUBENI AMERICA CORPORATION | CHEMICAL/LAB SUPPLIES CHECK NO. - 00600195 | 7,389.33 |
| MCKINSTRY CO LLC LOCKBOX | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80124903 | 1,960.81 |
| NORTHWEST BIOSOLIDS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80124963 | 1,745.37 |
| NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES | OPERATING RENTALS/LEASES ACH PMT NO. - 80124937 | 210.00 |
| SIMPLIFIED SAFETY INC DBA SIMPLIFIED BUILDING | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80124967 | 30,803.55 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|------------|
| SPOKANE TRAFFIC CONTROL INC | MISC SERVICES/CHARGES CHECK NO. - 00600199 | 2,615.00 |
| TWO RIVERS TERMINAL LLC | CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80124914 | 8,540.77 |
| T-MOBILE | CELL PHONE CHECK NO. - 00600224 | 319.60 |
| WA STATE DEPT OF REVENUE | REPAIR & MAINTENANCE SUPPLIES - | 2,772.32 |
| YOKOGAWA CORPORATION OF AMERICA | OPERATING SUPPLIES CHECK NO. - 00600227 | 4,107.75 |
| TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC | | 116,749.23 |

4330 - STORMWATER

| | | |
|-------------------------|---|----------|
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80124877 | 3,066.31 |
| AVISTA UTILITIES | UTILITY NATURAL GAS ACH PMT NO. - 80124877 | 441.83 |
| BROOKS APPLIED LABS LLC | TESTING SERVICES ACH PMT NO. - 80124879 | 620.00 |
| CENTURYLINK | TELEPHONE | |

| | | |
|-----------------------------|------------------------|----------|
| | CHECK NO. - 00600194 | 2,143.45 |
| VERIZON WIRELESS | CELL PHONE | |
| | ACH PMT NO. - 80124915 | 332.19 |
| TOTAL FOR 4330 - STORMWATER | | 6,603.78 |

4490 - SOLID WASTE DISPOSAL

| | | |
|------------------------|-------------------------------|-----------|
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE | |
| | ACH PMT NO. - 80124877 | 757.43 |
| BANNER FURNACE & FUEL | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80124878 | 153.69 |
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES | |
| | ACH PMT NO. - 80124944 | 176.66 |
| FASTENAL CO | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80124950 | 274.29 |
| FASTENAL CO | PERSONAL PROTECTIVE EQUIPMENT | |
| | ACH PMT NO. - 80124950 | 666.05 |
| KENWORTH SALES COMPANY | OPERATING RENTALS/LEASES | |
| | ACH PMT NO. - 80124958 | 18,652.51 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---------------------------------------|------------------------|-----------|
| ORKIN | PROFESSIONAL SERVICES | |
| | CHECK NO. - 00600196 | 182.02 |
| PETE LIEN & SONS INC | CHEMICAL/LAB SUPPLIES | |
| | ACH PMT NO. - 80124907 | 21,669.98 |
| US BANK | BANK FEES | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00600200 | 315.53 |
| TOTAL FOR 4490 - SOLID WASTE DISPOSAL | | 42,848.16 |

4500 - SOLID WASTE COLLECTION

| | | |
|---|----------------------------|------------|
| COMCAST | TELEPHONE | |
| | ACH PMT NO. - 80124855 | 167.80 |
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES | |
| | ACH PMT NO. - 80124858 | 306.10 |
| GWP HOLDINGS LLC | VEHICLES | |
| DBA DOBBS PETERBILT | ACH PMT NO. - 80124946 | 498,281.39 |
| SPOKANE COUNTY TREASURER | UTIL GARBAGE/WASTE REMOVAL | |
| | ACH PMT NO. - 80124910 | 143,247.23 |
| TOTAL FOR 4500 - SOLID WASTE COLLECTION | | 642,002.52 |

4530 - SOLID WASTE LANDFILLS

| | | |
|------------------|-----------------------------|----------|
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE | |
| | ACH PMT NO. - 80124877 | 2,612.20 |

TOTAL FOR 4530 - SOLID WASTE LANDFILLS 2,612.20

4600 - GOLF FUND

US BANK BANK FEES
TREASURY MANAGEMENT SERVICES CHECK NO. - 00600200 518.57

TOTAL FOR 4600 - GOLF FUND 518.57

4700 - DEVELOPMENT SVCS CENTER

NORTH COUNTRY SERVICES LLC CONTRACTUAL SERVICES
ACH PMT NO. - 80124961 1,468.57

SPOKANE NEIGHBORHOOD ACTION CONTRACTUAL SERVICES
PARTNERS ACH PMT NO. - 80124929 49,815.00

US BANK BANK FEES
TREASURY MANAGEMENT SERVICES CHECK NO. - 00600200 213.44

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER 51,497.01

5100 - FLEET SERVICES FUND

BUCK'S TIRE & AUTOMOTIVE EQUIPMENT REPAIRS/MAINTENANCE
ACH PMT NO. - 80124880 130.80

CENTRAL MACHINERY SALES INC EQUIPMENT REPAIRS/MAINTENANCE
CHECK NO. - 00600189 8,359.97

CENTRAL MACHINERY SALES INC VEHICLE REPAIR & MAINT SUPPLY
CHECK NO. - 00600189 4,320.65-

CINTAS CORPORATION LAUNDRY/JANITORIAL SERVICES
ACH PMT NO. - 80124851 2,649.90

CINTAS CORPORATION NO 2 PROFESSIONAL SERVICES
ACH PMT NO. - 80124852 408.75

COLEMAN OIL COMPANY LLC MOTOR FUEL-OUTSIDE VENDOR
ACH PMT NO. - 80124853 49,909.45

COPIERS NORTHWEST INC OPERATING RENTALS/LEASES
ACH PMT NO. - 80124858 387.08

CRANETECH INC EQUIPMENT REPAIRS/MAINTENANCE
CHECK NO. - 00600191 1,011.50

CUMMINS INC EQUIPMENT REPAIRS/MAINTENANCE
DBA CUMMINS SALES & SERVICE ACH PMT NO. - 80124889 9,389.06

EVERGREEN STATE TOWING LLC TOWING EXPENSE
DBA SPOKANE VALLEY TOWING ACH PMT NO. - 80124949 1,414.82

GENUINE PARTS COMPANY CONTRACTUAL SERVICES
DBA NAPA AUTO PARTS ACH PMT NO. - 80124867 37,042.91

| | | |
|--|---|------------|
| GENUINE PARTS COMPANY DBA NAPA AUTO PARTS | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80124867 | 192,963.61 |
| PEAK INDUSTRIAL INC DBA PEAK THERMO KING | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80124964 | 3,087.61 |
| WATERCO OF THE PACIFIC NORTH WEST, INC | OPERATING SUPPLIES CHECK NO. - 00600192 | 184.76 |
| WESTERN STATES EQUIPMENT CO | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80124916 | 2,182.08 |
| WESTSIDE MOTORSPORTS | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80124917 | 1,257.78 |
| WILLIAMS TOWING & RECOVERY LLC | TOWING EXPENSE ACH PMT NO. - 80124919 | 346.07 |

| | |
|--------------------------------------|------------|
| TOTAL FOR 5100 - FLEET SERVICES FUND | 306,405.50 |
|--------------------------------------|------------|

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5110 - FLEET SVCS EQUIP REPL FUND

| | | |
|---|--|----------|
| ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING | OPERATING RENTALS/LEASES ACH PMT NO. - 80124860 | 2,967.63 |
|---|--|----------|

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|---|----------|
| TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND | 2,967.63 |
|---|----------|

5200 - PUBLIC WORKS AND UTILITIES

| | | |
|---|--|-----------|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80124887 | 74.64 |
| GONZAGA UNIVERSITY LEADERSHIP CONNECTION | CONTRACTUAL SERVICES CHECK NO. - 00600193 | 4,706.20 |
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES CHECK NO. - 00600200 | 20,141.85 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80124974 | 85.50 |

| | |
|---|-----------|
| TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES | 25,008.19 |
|---|-----------|

5300 - IT FUND

| | | |
|--------------------------------|--|----------|
| CONTRACT DESIGN ASSOCIATES INC | OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80124857 | 991.94 |
| RIVER PARK SQUARE LLC | PARKING/TOLLS (LOCAL) ACH PMT NO. - 80124966 | 1,200.00 |

| | |
|--------------------------|----------|
| TOTAL FOR 5300 - IT FUND | 2,191.94 |
|--------------------------|----------|

5400 - REPROGRAPHICS FUND

| | | |
|---------------|--|----------|
| WCP SOLUTIONS | OPERATING SUPPLIES ACH PMT NO. - 80124975 | 1,238.10 |
|---------------|--|----------|

TOTAL FOR 5400 - REPROGRAPHICS FUND 1,238.10

5700 - MY SPOKANE

CONTRACT DESIGN ASSOCIATES INC OFFICE FURNITURE (NON CAPITAL)
ACH PMT NO. - 80124857 1,361.74

CONTRACT DESIGN ASSOCIATES INC OTHER MISC CHARGES
ACH PMT NO. - 80124857 457.79

TOTAL FOR 5700 - MY SPOKANE 1,819.53

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5750 - OFFICE OF PERFORMANCE MGMT

INFINITE INNOVATIONS LLC CONTRACTUAL SERVICES
ACH PMT NO. - 80124955 7,125.00

VERIZON WIRELESS CELL PHONE
ACH PMT NO. - 80124915 256.50

TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT 7,381.50

5800 - RISK MANAGEMENT FUND

CONTRACT DESIGN ASSOCIATES INC OFFICE FURNITURE (NON CAPITAL)
ACH PMT NO. - 80124886 4,769.25

US BANK BANK FEES
TREASURY MANAGEMENT SERVICES CHECK NO. - 00600200 218.76

US BANK EARNINGS CREDIT
TREASURY MANAGEMENT SERVICES CHECK NO. - 00600200 218.76-

US BANK OR CITY TREASURER INSURANCE CLAIMS
LIABILITY CLAIMS ACH PMT NO. - 80124973 3,544.21

TOTAL FOR 5800 - RISK MANAGEMENT FUND 8,313.46

5810 - WORKERS' COMPENSATION FUND

COPIERS NORTHWEST INC OPERATING RENTALS/LEASES
ACH PMT NO. - 80124858 139.89

FIDEL BAZAN LOCAL MILEAGE
CHECK NO. - 00600213 92.55

TOTAL FOR 5810 - WORKERS' COMPENSATION FUND 232.44

5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON INSURANCE ADMINISTRATION
ACH PMT NO. - 80124891 14,665.05

| | | |
|--|--|-----------|
| DELTA DENTAL OF WASHINGTON | INSURANCE CLAIMS ACH PMT NO. - 80124945 | 24,320.35 |
| KAISER FOUNDATION HEALTH PLAN OF WASHINGTON | INSURANCE ADMINISTRATION ACH PMT NO. - 80124901 | 76,885.15 |
| KAISER FOUNDATION HEALTH PLAN OF WASHINGTON | INSURANCE CLAIMS ACH PMT NO. - 80124957 | 78,994.55 |
| KAISER FOUNDATION HEALTH PLAN OF WASHINGTON | INSURANCE PREMIUMS ACH PMT NO. - 80124901 | 24,474.02 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|--|------------|
| PREMERA BLUE CROSS | INSURANCE ADMINISTRATION ACH PMT NO. - 80124908 | 60,378.88 |
| PREMERA BLUE CROSS OR SPOKANE CITY TREASURER | INSURANCE CLAIMS ACH PMT NO. - 80124927 | 660,343.76 |
| SPOKANE FIRE FIGHTERS BENEFIT TRUST | INSURANCE PREMIUMS ACH PMT NO. - 80124911 | 24,563.65 |
| TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND | | 964,625.41 |

5902 - PROPERTY ACQUISITION POLICE

| | | |
|--|--|------------|
| L N CURTIS & SONS | PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80124890 | 189,630.55 |
| TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE | | 189,630.55 |

6200 - FIREFIGHTERS' PENSION FUND

| | | |
|--|--|-----------|
| CSL TECHRIDGE 2018 LLC DBA TECHRIDGE OAKS AL & MC | SERVICE REIMBURSEMENT CHECK NO. - 00600215 | 4,910.00 |
| CSL TECHRIDGE 2018 LLC DBA TECHRIDGE OAKS AL & MC | SERVICE REIMBURSEMENT CHECK NO. - 00600215 | 1,550.00 |
| DELTA DENTAL OF WASHINGTON | INSURANCE ADMINISTRATION ACH PMT NO. - 80124891 | 1,133.67 |
| DELTA DENTAL OF WASHINGTON | SERVICE REIMBURSEMENT ACH PMT NO. - 80124945 | 1,527.00 |
| FAIRWINDS SPOKANE LLC | SERVICE REIMBURSEMENT CHECK NO. - 00600216 | 24,625.00 |
| FAIRWINDS SPOKANE LLC | SERVICE REIMBURSEMENT CHECK NO. - 00600216 | 9,185.00 |
| MADRONA PEAK LLC GENERATIONS HOME CARE | SERVICE REIMBURSEMENT CHECK NO. - 00600217 | 4,721.32 |
| NORTH RIDGE HOUSE INC | SERVICE REIMBURSEMENT ACH PMT NO. - 80124962 | 5,000.00 |
| NORTH RIDGE HOUSE INC | SERVICE REIMBURSEMENT ACH PMT NO. - 80124962 | 4,921.00 |

| | | |
|---|--|-----------|
| PREMERA BLUE CROSS | INSURANCE ADMINISTRATION ACH PMT NO. - 80124908 | 6,976.92 |
| PREMERA BLUE CROSS OR SPOKANE CITY TREASURER | SERVICE REIMBURSEMENT ACH PMT NO. - 80124927 | 63,003.88 |
| UNITED METHODIST HOMES dba ROCKWOOD SOUTH HILL | SERVICE REIMBURSEMENT CHECK NO. - 00600220 | 7,651.00 |

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|---------------------|
| WELLTOWER PEGASUS TENNANT LLC dba SOUTH HILL VILLAGE | SERVICE REIMBURSEMENT CHECK NO. - 00600226 | 5,762.00 |
| WELLTOWER PEGASUS TENNANT LLC dba SOUTH HILL VILLAGE | SERVICE REIMBURSEMENT CHECK NO. - 00600226 | 1,875.00 |
| TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND | | ----- 142,841.79 |

6300 - POLICE PENSION

| | | |
|--|--|--------------------|
| CRISTA SENIOR COMMUNITY ASSISTED LIVING | SERVICE REIMBURSEMENT CHECK NO. - 00600214 | 4,575.00 |
| CRISTA SENIOR COMMUNITY ASSISTED LIVING | SERVICE REIMBURSEMENT CHECK NO. - 00600214 | 5,800.00 |
| DELTA DENTAL OF WASHINGTON | INSURANCE ADMINISTRATION ACH PMT NO. - 80124891 | 891.25 |
| DELTA DENTAL OF WASHINGTON | SERVICE REIMBURSEMENT ACH PMT NO. - 80124945 | 767.00 |
| FAIRWINDS SPOKANE LLC | SERVICE REIMBURSEMENT CHECK NO. - 00600216 | 15,470.00 |
| FAIRWINDS SPOKANE LLC | SERVICE REIMBURSEMENT CHECK NO. - 00600216 | 4,145.00 |
| PREMERA BLUE CROSS | INSURANCE ADMINISTRATION ACH PMT NO. - 80124908 | 5,485.00 |
| PREMERA BLUE CROSS OR SPOKANE CITY TREASURER | SERVICE REIMBURSEMENT ACH PMT NO. - 80124927 | 31,723.02 |
| ROSAUERS PHARMACY | SERVICE REIMBURSEMENT CHECK NO. - 00600221 | 20.39 |
| TERRY CARE GROUP LLC dba MURANO SENIOR LIVING | SERVICE REIMBURSEMENT CHECK NO. - 00600223 | 7,500.00 |
| TERRY CARE GROUP LLC dba MURANO SENIOR LIVING | SERVICE REIMBURSEMENT CHECK NO. - 00600223 | 1,600.00 |
| TOTAL FOR 6300 - POLICE PENSION | | ----- 77,976.66 |

TOTAL CLAIMS

3,758,492.33

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CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

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| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|------------------------------|-----------|---------|--------|
| | USE TAX AMOUNTS | 2,772.32 | | |
| 00600189 | CENTRAL MACHINERY SALES INC | 4,039.32 | | |
| 00600190 | CENTURYLINK | 10,065.75 | | |
| 00600191 | CRANETECH INC | 1,011.50 | | |
| 00600192 | WATERCO OF THE PACIFIC NORTH | 184.76 | | |
| 00600193 | GONZAGA UNIVERSITY | 4,706.20 | | |
| 00600194 | CENTURYLINK | 132.45 | | |
| 00600195 | MARUBENI AMERICA CORPORATION | 7,389.33 | | |
| 00600196 | ORKIN | 182.02 | | |
| 00600197 | SALT DISTRIBUTORS INC | 37,686.03 | | |
| 00600198 | SCRIBSOFT HOLDINGS INC | 660.00 | | |
| 00600199 | SPOKANE TRAFFIC CONTROL INC | 2,615.00 | | |
| 00600200 | US BANK | 20,996.18 | | |
| 00600210 | WA STATE BAR ASSOCIATION | 5,676.00 | | |
| 00600211 | CENTURYLINK | | | 139.18 |
| 00600212 | PARK DEPT IMPREST FUND | | | 5.98 |
| 00600213 | FIDEL BAZAN | 92.55 | | |
| 00600214 | CRISTA SENIOR COMMUNITY | 10,375.00 | | |
| 00600215 | CSL TECHRIDGE 2018 LLC | 6,460.00 | | |
| 00600216 | FAIRWINDS SPOKANE LLC | 53,425.00 | | |
| 00600217 | MADRONA PEAK LLC | 4,721.32 | | |
| 00600218 | HACH COMPANY | 1,690.06 | | |
| 00600219 | MIOVISION TECHNOLOGIES INC | 475.96 | | |
| 00600220 | UNITED METHODIST HOMES | 7,651.00 | | |
| 00600221 | ROSAUERS PHARMACY | 20.39 | | |
| 00600222 | R.V. KUHNS & ASSOCIATES, INC | 7,834.41 | | |
| 00600223 | TERRY CARE GROUP LLC | 9,100.00 | | |
| 00600224 | T-MOBILE | 319.60 | | |
| 00600225 | WA STATE BAR ASSOCIATION | 14,150.00 | | |
| 00600226 | WELLTOWER PEGASUS TENNANT LL | 7,637.00 | | |
| 00600227 | YOKOGAWA CORPORATION OF | 4,107.75 | | |
| 00600228 | DE LAGE LANDEN FINANCIAL SVC | | | 765.31 |
| 00600229 | CHICAGO TITLE COMPANY OF | 1,532.10 | | |
| 00600230 | FIRST AMERICAN TITLE INS CO | 6,300.00 | | |
| 00600231 | PIONEER TITLE COMPANY OF | 2,388.25 | | |
| 00600232 | ROTO-ROOTER/DIV OF | 503.45 | | |
| 00600233 | SPOKANE CITY TREASURER | 8,049.17 | | |
| 00600234 | SPOKANE COUNTY TITLE CO | 1,380.00 | | |
| 00600235 | WFG NATIONAL TITLE INSURANCE | 425.00 | | |
| 80124845 | ALL SERVICE WEST TOWING | 311.47 | | |
| 80124846 | ROBERT EARL ALFORD | 276.86 | | |
| 80124847 | ALWAYS TOWING & ROAD SERVICE | 415.29 | | |
| 80124848 | ANYTIME TOWING & RECOVERY | 138.43 | | |
| 80124849 | A-PRO AUTO BODY AND TOWING | 1,591.91 | | |
| 80124850 | CHASE YOUTH FOUNDATION | 11,250.00 | | |
| 80124851 | CINTAS CORPORATION | 3,132.75 | | |
| 80124852 | CINTAS CORPORATION NO 2 | 408.75 | | |
| 80124853 | COLEMAN OIL COMPANY LLC | 59,326.07 | | |
| 80124854 | COLUMBIA ELECTRIC SUPPLY/DIV | 3,084.08 | | |
| 80124855 | COMCAST | 167.80 | | |
| 80124856 | CONNOISSEUR CONCERTS | 11,000.00 | | |
| 80124857 | CONTRACT DESIGN ASSOCIATES I | 2,811.47 | | |
| 80124858 | COPIERS NORTHWEST INC | 1,421.68 | | |

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 01

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

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| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|-------------------------------|------------|---------|-----------|
| 80124859 | DIVINES TOWING/DIV OF | 1,142.06 | | |
| 80124860 | ENTERPRISE FM TRUST | 5,776.71 | | |
| 80124861 | EVERGREEN STATE TOWING LLC | 2,421.89 | | |
| 80124862 | FILIPINO AMERICAN ASSOCIATIO | 6,480.51 | | |
| 80124863 | FILIPINO AMERICAN NORTHWEST | 7,650.00 | | |
| 80124864 | GROUNDWATER SOLUTIONS INC | 1,971.15 | | |
| 80124865 | KENWORTH SALES COMPANY | 12,723.61 | | |
| 80124866 | MARTIN LUTHER KING JR FAMILY | 22,012.50 | | |
| 80124867 | GENUINE PARTS COMPANY | 230,006.52 | | |
| 80124868 | NW MUSEUM OF ARTS & CULTURE/ | 25,000.00 | | |
| 80124869 | SHAMROCK PAVING CO/DIV OF | | | 10,420.45 |
| 80124870 | SOUTHWEST SPOKANE COMMUNITY | 1,915.00 | | |
| 80124871 | SPOKANE TOWING/DIV OF | 449.90 | | |
| 80124872 | SYSTEMS AND SOFTWARE INC | 6,240.00 | | |
| 80124873 | TERRAIN PROGRAMS | 25,000.00 | | |
| 80124874 | WILLIAMS TOWING & RECOVERY L | 692.16 | | |
| 80124875 | ALS LABORATORY GROUP | 662.00 | | |
| 80124876 | ARAMARK UNIFORM SERVICES | 360.67 | | |
| 80124877 | AVISTA UTILITIES | 10,427.31 | | |
| 80124878 | BANNER FURNACE & FUEL | 153.69 | | |
| 80124879 | BROOKS APPLIED LABS LLC | 620.00 | | |
| 80124880 | BUCK'S TIRE & AUTOMOTIVE | 130.80 | | |
| 80124881 | CDW GOVERNMENT INC | 915.60 | | |
| 80124882 | CINTAS CORPORATION | 852.65 | | |
| 80124883 | COFFMAN ENGINEERS INC | 4,148.98 | | |
| 80124884 | COLEMAN OIL COMPANY LLC | 5,043.62 | | |
| 80124885 | COMCAST | 147.25 | | |
| 80124886 | CONTRACT DESIGN ASSOCIATES I | 4,769.25 | | |
| 80124887 | COPIERS NORTHWEST INC | 219.70 | | |
| 80124888 | CORE & MAIN LP | 22,100.52 | | |
| 80124889 | CUMMINS INC | 9,389.06 | | |
| 80124890 | L N CURTIS & SONS | 236,109.14 | | |
| 80124891 | DELTA DENTAL OF WASHINGTON | 16,689.97 | | |
| 80124892 | DKS ASSOCIATES | 11,400.00 | | |
| 80124893 | EUROFINS ENVIRONMENT TESTING | 2,460.00 | | |
| 80124894 | GORLEY LOGISTICS LLC | 49.90 | | |
| 80124895 | GALLOWAY ARCHITECTURE | | | 2,835.50 |
| 80124896 | GRAINGER INC | 5,014.16 | | |
| 80124897 | H D FOWLER COMPANY | 26,135.69 | | |
| 80124898 | HASA INC | 15,586.99 | | |
| 80124899 | HDR ENGINEERING INC | 2,444.80 | | |
| 80124900 | INLAND ENVIRONMENTAL RESOURC | 15,732.22 | | |
| 80124901 | KAISER FOUNDATION HEALTH PLA | 101,359.17 | | |
| 80124902 | LAKESIDE INDUSTRIES | 9,500.99 | | |
| 80124903 | MCKINSTRY CO LLC | 1,960.81 | | |
| 80124904 | NEPTUNE TECHNOLOGY GROUP INC | 3,928.58 | | |
| 80124905 | OLYMPIC FOUNDRY INC | 5,210.20 | | |
| 80124906 | PARAMETRIX INC | 27,711.25 | | |
| 80124907 | PETE LIEN & SONS INC | 21,669.98 | | |
| 80124908 | PREMERA BLUE CROSS | 72,840.80 | | |
| 80124909 | SPECIALTY MOBILE MIX INC | 1,584.59 | | |
| 80124910 | SPOKANE COUNTY TREASURER | 143,247.23 | | |
| 80124911 | SPOKANE FIRE FIGHTERS BENEFIT | 24,563.65 | | |

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 01

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 01/08/24
TIME: 09:43
PAGE: 3

| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|-----------------------|----------|---------|-------|
| 80124912 | TITAN TRUCK EQUIPMENT | 3,626.13 | | |

| | | | |
|----------|------------------------------|------------|----------|
| 80124913 | TRAFFIC SAFETY SUPPLY INC | 3,304.72 | |
| 80124914 | TWO RIVERS TERMINAL LLC | 8,540.77 | |
| 80124915 | VERIZON WIRELESS | 4,394.81 | |
| 80124916 | WESTERN STATES EQUIPMENT CO | 2,182.08 | |
| 80124917 | WESTSIDE MOTORSPORTS | 1,257.78 | |
| 80124918 | WHITE'S BOOT INC | 680.16 | |
| 80124919 | WILLIAMS TOWING & RECOVERY L | 346.07 | |
| 80124920 | CATHOLIC CHARITIES | 83,121.79 | |
| 80124921 | ELECTRIC CITY INC | | 531.38 |
| 80124922 | KEY CODE MEDIA INC | 33,284.24 | |
| 80124923 | MACDONALD-MILLER FACILITY | | 2,188.28 |
| 80124924 | MAX J KUNEY COMPANY | 278,251.77 | |
| 80124925 | MCKINSTRY CO LLC | | 832.26 |
| 80124926 | PIONEER HUMAN SERVICES | 9,837.13 | |
| 80124927 | PREMERA BLUE CROSS OR | 755,070.66 | |
| 80124928 | REHN & ASSOCIATES | 1,000.00 | |
| 80124929 | SPOKANE NEIGHBORHOOD ACTION | 71,076.95 | |
| 80124930 | SPOKANE FIRE FIGHTERS BENEFI | 16,500.00 | |
| 80124931 | COWLES PUBLISHING COMPANY | 835.41 | |
| 80124932 | TRANSITIONS DBA TRANSITIONAL | 13,651.79 | |
| 80124933 | VOLUNTEERS OF AMERICA OF | 17,002.53 | |
| 80124934 | YWCA | 45,131.93 | |
| 80124935 | INLAND NW AGC APPRENTICESHIP | 13,667.69 | |
| 80124936 | ALSCO DIVISION OF ALSCO INC | | 345.92 |
| 80124937 | NORTHWEST INDUSTRIAL SERVICE | 210.00 | 925.00 |
| 80124938 | AVISTA UTILITIES | 632.20 | |
| 80124939 | BETTER HEALTH TOGETHER | 53,766.23 | |
| 80124940 | BUD CLARY CHEVROLET JEEP EAG | 65,583.91 | |
| 80124941 | CDW GOVERNMENT INC | 560.70 | |
| 80124942 | COFFMAN ENGINEERS INC | | 835.00 |
| 80124943 | COMCAST | 214.91 | |
| 80124944 | COPIERS NORTHWEST INC | 1,257.55 | |
| 80124945 | DELTA DENTAL OF WASHINGTON | 26,614.35 | |
| 80124946 | GWP HOLDINGS LLC | 498,281.39 | |
| 80124947 | DW EXCAVATING INC | 249,036.97 | |
| 80124948 | EUROFINS ENVIRONMENT TESTING | 95.00 | |
| 80124949 | EVERGREEN STATE TOWING LLC | 1,414.82 | |
| 80124950 | FASTENAL CO | 940.34 | |
| 80124951 | FEDERAL EXPRESS CORP/DBA FED | 74.07 | |
| 80124952 | FIREPOWER INC | | 327.00 |
| 80124953 | HALME CONSTRUCTION INC | 23,160.90 | |
| 80124954 | HILLYARD SENIOR ACTIVITY CTR | | 6,666.74 |
| 80124955 | INFINITE INNOVATIONS LLC | 7,125.00 | |
| 80124956 | INLAND INFRASTRUCTURE LLC | 97,446.75 | |
| 80124957 | KAISER FOUNDATION HEALTH PLA | 78,994.55 | |
| 80124958 | KENWORTH SALES COMPANY | 5,928.90 | |
| 80124959 | KPFF CONSULTING ENGINEERS | | 2,213.32 |
| 80124960 | MID CITY CONCERNS INC | | 1,543.75 |
| 80124961 | NORTH COUNTRY SERVICES LLC | 1,468.57 | |
| 80124962 | NORTH RIDGE HOUSE INC | 9,921.00 | |
| 80124963 | NORTHWEST BIOSOLIDS | 1,745.37 | |
| 80124964 | PEAK INDUSTRIAL INC | 3,087.61 | |

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 01

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 01/08/24
TIME: 09:43
PAGE: 4

| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|------------------------------|-----------|---------|----------|
| 80124965 | PROJECT JOY | | | 2,580.87 |
| 80124966 | RIVER PARK SQUARE LLC | 1,200.00 | | |
| 80124967 | SIMPLIFIED SAFETY INC | 30,803.55 | | |
| 80124968 | SOUTHSIDE SENIOR & COMMUNITY | | | 7,736.99 |
| 80124969 | SOUTHWEST SPOKANE COMMUNITY | | | 3,328.88 |

| | | | |
|----------|------------------------------|--------------|--------------|
| 80124970 | TENANTS UNION OF WASHINGTON | 31,489.74 | |
| 80124971 | THE HUNTINGTON NATIONAL BANK | | 4,081.68 |
| 80124972 | TPC HOLDING INC | | 16,879.47 |
| 80124973 | US BANK OR CITY TREASURER | 3,544.21 | |
| 80124974 | VERIZON WIRELESS | 296.51 | |
| 80124975 | WCP SOLUTIONS | 1,238.10 | |
| | | ----- | ----- |
| | | 4,055,612.27 | 65,182.96 |
| | | | ===== |
| | CITYWIDE TOTAL: | | 4,120,795.23 |

**Agenda Sheet for City Council:****Committee:** Date: N/A**Committee Agenda type:****Date Rec'd**

1/10/2024

Clerk's File #

CPR 2024-0003

Renews #**Cross Ref #****Council Meeting Date:** 01/22/2024**Submitting Dept**

ACCOUNTING

Project #**Contact Name/Phone**

MICHELLE 6032

Bid #**Contact E-Mail**

MMURRAY@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Claim Item

Council Sponsor(s)**Agenda Item Name**

5600-ACCOUNTING-PAYROLL

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: January 6, 2024.
 Payroll check #571191 through check #571289 \$9,952,908.01

Summary (Background)

N/A

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative**Amount****Budget Account**

Expense \$ 9,952,908.01

Various

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

**PAYROLL RECAP BY FUND
PAY PERIOD ENDING JANUARY 6, 2024**

| FUND | FUND NAME | TOTAL |
|-------|--|--------------|
| 0100 | GENERAL FUND | |
| 0030 | POLICE OMBUDSMAN | 13,328.80 |
| 0230 | CIVIL SERVICE | 42,034.76 |
| 0260 | CITY CLERK | 23,229.63 |
| 0320 | COUNCIL | 56,021.08 |
| 0330 | PUBLIC AFFAIRS / COMMUNICATIONS | 68,895.10 |
| 0370 | ENGINEERING SERVICES | 189,599.09 |
| 0410 | FINANCE | 40,577.80 |
| 0450 | CD/HS DIVISION | 21,227.50 |
| 0470 | HISTORIC PRESERVATION | 8,064.80 |
| 0480 | OFFICE OF CIVIL RIGHTS,EQUITY, & INCLUSION | 4,610.40 |
| 0500 | LEGAL | 131,140.96 |
| 0520 | MAYOR | 24,722.30 |
| 0550 | NEIGHBORHOOD SERVICES | 18,643.20 |
| 05601 | MUNICIPAL COURT | 127,260.02 |
| 0570 | OFFICE OF HEARING EXAMINER | 6,778.40 |
| 0620 | HUMAN RESOURCES | 35,703.45 |
| 0650 | PLANNING SERVICES | 65,878.40 |
| 0680 | POLICE | 2,473,206.67 |
| 0690 | PROBATION SERVICES | 79,358.02 |
| 0700 | PUBLIC DEFENDERS | 97,921.04 |
| 0750 | ECONOMIC DEVELOPMENT | 9,857.60 |
| 0860 | TREASURER | 0.00 |
| | TOTAL GENERAL FUND | 3,538,059.02 |

| FUND | FUND NAME | TOTAL |
|------|--------------------------------|--------------|
| 1100 | STREET | 292,470.82 |
| 1200 | CODE ENFORCEMENT | 69,595.48 |
| 1300 | LIBRARY | 258,824.47 |
| 1380 | TRAFFIC CALMING MEASURES | 3,104.80 |
| 1400 | PARKS AND RECREATION | 346,750.72 |
| 1425 | AMERICAN RESCUE PLAN | 5,213.79 |
| 1460 | PARKING METER | 37,035.87 |
| 1595 | HOUSING SALES TAX | 0.00 |
| 1620 | PUBLIC SAFETY & JUDICIAL GRANT | 16,115.90 |
| 1625 | PUBLIC SAFETY PERSONNEL | 225,947.65 |
| 1680 | CD/HS | 84,053.68 |
| 1910 | CRIMINAL JUSTICE ASSISTANCES | 2,247.20 |
| 1970 | EMS FUND | 2,100,073.69 |
| 4100 | WATER | 515,862.69 |
| 4250 | INTEGRATED CAPITAL FUND | 59,436.86 |
| 4300 | SEWER | 739,273.49 |
| 4480 | REFUSE | 725,884.75 |
| 4600 | GOLF | 40,738.03 |
| 4700 | GENERAL SERVICES FUND | 188,181.62 |
| 5100 | FLEET SERVICE | 118,622.28 |
| 5200 | PUBLIC WORKS & UTILITY FUND | 57,691.16 |
| 5300 | MIS | 203,884.55 |
| 5400 | REPROGRAPHICS | 21,570.78 |
| 5500 | PURCHASING | 29,561.28 |
| 5600 | ACCOUNTING SERVICES | 123,054.80 |
| 5700 | MY SPOKANE | 33,481.60 |
| 5750 | PROJECT MANAGEMENT OFFICE | 27,977.60 |
| 5800 | RISK MANAGEMENT | 17,421.60 |
| 5810 | WORKER'S COMPENSATION | 9,294.40 |
| 5830 | SELF-FUNDED MEDICAL/DENTAL | 7,965.00 |
| 5900 | ASSET MANAGEMENT | 43,592.41 |
| 6060 | CITY RETIREMENT | 9,920.02 |
| | TOTAL | 9,952,908.01 |

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/22/2024**Committee Agenda type:** Discussion**Date Rec'd**

1/12/2024

Clerk's File #

ORD C36486

Renews #**Cross Ref #****Council Meeting Date:** 01/22/2024**Submitting Dept**

MAYOR

Project #**Contact Name/Phone**

GARRETT 5462

Bid #**Contact E-Mail**

GJONES@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Special Budget Ordinance

Council Sponsor(s)

BWILKERSON KKLITZKE

Agenda Item Name

SBO FOR THE ESTABLISHMENT OF THE POSITION OF DEPUTY CITY

Agenda Wording

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane govern

Summary (Background)

This SBO creates the Deputy City Administrator position in the Mayor's Office by utilizing salary savings and reallocating funding in the Mayor's Office budget. There is no change in the overall appropriation level in the General Fund.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 163,000

Current Year Cost \$ 163,000

Subsequent Year(s) Cost \$ 163,000

Narrative

This SBO creates the Deputy City Administrator position in the Mayor's Office by utilizing Mayor's Office salary savings and reallocating \$125,000 from the Mayor's Office line item: 0520-30101-25600-54261-99999.

Amount**Budget Account**

Expense \$ 163,000

0520-30101-25600-54261-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

| Approvals | | Additional Approvals | |
|---------------------------|--|-----------------------------|--|
| <u>Dept Head</u> | | | |
| <u>Division Director</u> | | | |
| <u>Accounting Manager</u> | | | |
| <u>Legal</u> | | | |
| <u>For the Mayor</u> | | | |

Distribution List

Committee Agenda Sheet

Finance & Administration Committee

| | |
|---|---|
| Committee Date | 1/22/2024 |
| Submitting Department | Mayor's Office |
| Contact Name | Garrett Jones |
| Contact Email & Phone | gjones@spokanecity.org , x5462 |
| Council Sponsor(s) | <u>CP Wilkerson, CM Klitzke</u> |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes |
| Agenda Item Name | SBO for the Establishment of the Position of Deputy City Administrator |
| Proposed Council Action | <input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only |
| Summary (Background) | <p>This SBO creates the Deputy City Administrator position in the Mayor's Office by utilizing salary savings and reallocating funding in the Mayor's Office budget. There is no change in the overall appropriation level in the General Fund.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> |
| | |
| Fiscal Impact | |
| Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$163,000</u> Current year cost: \$163,000 Subsequent year(s) cost: \$163,000 | |
| Narrative: <u>This SBO creates the Deputy City Administrator position in the Mayor's Office by utilizing Mayor's Office salary savings and reallocating \$125,000 from the Mayor's Office line item: 0520-30101-25600-54261-99999</u> | |
| Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Reallocation Is this funding source sustainable for future years, months, etc? Next year this position will be incorporated into the 2025 Mayor's Office budget. | |
| Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A | |

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

ORDINANCE NO C36486_____

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Add one exempt Deputy City Administrator position (from 0 to 1) in the Mayor's Office.
- A) There is no change to the overall appropriation level in the General Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from staffing changes in the Mayor's Office, 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 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:

Committee: Urban Experience **Date:** 01/08/2024

Committee Agenda type: Discussion

Date Rec'd

12/27/2023

Clerk's File #

RES 2024-0002

Renews #

Cross Ref #

Council Meeting Date: 01/08/2024

Submitting Dept

CITY COUNCIL

Project #

Contact Name/Phone

GIACOBBE X6715

Bid #

Contact E-Mail

GBYRD@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON ZZAPPONE

Agenda Item Name

0320 - 2024 COUNCIL BOARD AND COMMISSION ASSIGNMENTS

Agenda Wording

A Resolution appointing Council Members to boards and commissions for 2024.

Summary (Background)

The City Council's rules of procedure provide that a majority of the City Council can confirm nominations of the full slate of Council Members to inter-governmental committees or boards. This resolution assigns City Council members to the various boards, commissions, and committees.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Urban Experience Committee

| | |
|---|---|
| Committee Date | 1-8-24 |
| Submitting Department | City Council |
| Contact Name | Giacobbe Byrd |
| Contact Email & Phone | gbyrd@spokanecity.org |
| Council Sponsor(s) | Betsy Wilkerson and Zack Zappone |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min |
| Agenda Item Name | 2024 Boards and Commissions Appointments |
| Proposed Council Action | <input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>The City Council’s rules of procedure provide that a majority of the City Council can confirm nominations of the full slate of Council Members to inter-governmental committees or boards.</p> <p>This resolution assigns City Council members to the various boards, commissions, and committees.</p> |
| <p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>N/A</u></p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>None</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A | |

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

RESOLUTION NO. 2024-0002

A Resolution appointing Council Members to boards and commissions for 2024.

WHEREAS, the City Council's rules of procedure provide that a majority of the City Council can confirm nominations of the full slate of Council Members to inter-governmental committees or boards; and

WHEREAS, the City Council by this resolution intends to assign City Council members to the various boards, commissions, and committees, to ensure that the City of Spokane is well-represented across the wide array of subject areas in which the Council works across the region and in which they interact with members of the public.

NOW THEREFORE, BE IT RESOLVED that the City Council adopts Attachment 'A' to this resolution as the assignment of Council members to the various boards, commissions and committees for 2024.

BE IT ALSO RESOLVED that each appointment will be in place until the City Council adopts 2025 appointments via resolution except for the Airport Board, on which Council President Wilkerson shall serve the remainder of Lori Kinnear's term, which runs through December 31, 2025, per their bylaws, from the date of passage of this resolution.

BE IT FURTHER RESOLVED that this resolution and its accompanying attachment supersede all prior assignments of City Council members to the various boards, commissions, and committees.

Adopted by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

**Attachment A:
2024 Spokane City Council Board, Commission, & Committee Appointments**

Council President Pro-Tem: CM Zappone

| Public Safety & Community Health Committee | Council Member(s): | Urban Experience Committee | Council Member(s): | Public Infrastructure, Environment, & Sustainability Committee | Council Member(s): | Finance & Administration Committee | Council Member(s): |
|--|---------------------------|--|---------------------------|---|-------------------------------------|--|------------------------------|
| Standing Committee Chair | Dillon | Standing Committee Chair | Zappone | Standing Committee Chair | Wilkerson | Standing Committee Chair | Cathcart |
| Vice Chairs | Wilkerson; Cathcart | Vice Chairs | Klitzke; Bingle | Vice Chairs | Bingle; Klitzke | Vice Chairs | Wilkerson; Zappone |
| City Divisions Associated with Standing Committee: Spokane Police Department; Spokane Fire Department; Emergency Management; Municipal Court | | City Divisions Associated with Standing Committee: Neighborhood Housing & Human Services; Community & Economic Development; Parks; Library | | City Divisions Associated with Standing Committee: Public Works | | City Divisions Associated with Standing Committee: Finance; Human Resources; IT; City Attorney; Communications; Civil Rights, Equity & Inclusion | |
| Council Subcommittees & Ad Hoc Committees / Workgroups: | | Council Subcommittees & Ad Hoc Committees / Workgroups: | | Council Subcommittees & Ad Hoc Committees / Workgroups: | | Council Subcommittees & Ad Hoc Committees / Workgroups: | |
| Municipal Criminal Justice Coordinating Subcommittee | Dillon | Housing Action Subcommittee | Wilkerson | Sustainability Action Subcommittee | Klitzke | ARPA Workgroup | Bingle; Zappone; Wilkerson |
| Ad Hoc Committee on Public Safety Levy | Wilkerson; Dillon; Bingle | Neighborhood Council Workgroup | Cathcart; Dillon; Klitzke | Traffic Calming / Photo Red Committee | Cathcart; Zappone; Dillon | Council Office Operations Workgroup | Wilkerson; Cathcart; Zappone |
| Internal Boards, Committees, & Commissions: | | Internal Boards, Committees, & Commissions: | | External Boards, Committees, & Commissions: | | Equity Subcommittee | |
| Police Advisory Committee | Dillon | CHHS Board | Dillon; Wilkerson | Airport Board | Wilkerson | Inspector General Workgroup | Cathcart; Zappone; Wilkerson |
| External Boards, Committees, & Commissions: | | Community Assembly | Wilkerson | BROADLINC Governing Board | Cathcart | Language Access Workgroup | Cathcart; Wilkerson |
| C.O.P.S. (Liaison Member) | Cathcart | Comp Plan Amendments Docketing Committee | Klitzke; Bingle; Zappone | Parking Advisory Committee | Bingle; Klitzke; Dillon | Legislative Committee | Cathcart; Zappone; Dillon |
| | | Human Rights Commission | Dillon | Salmon Restoration Lead Entity Community Advisors | Klitzke | Internal Boards, Committees, & Commissions: | |
| | | Plan Commission | Klitzke | Spokane Regional Solid Waste Liaison Board | Klitzke | Investment Committee | Cathcart |
| | | Plan Commission - Transportation Sub. | Klitzke | Spokane Regional Transportation Council | Klitzke; Wilkerson | SERS Board | Klitzke |
| | | External Boards, Committees, & Commissions: | | Spokane Transit Authority (all members are alternates) | Zappone; Dillon; Klitzke; Wilkerson | External Boards, Committees, & Commissions: | |
| | | Downtown Spokane BID Board (Liaison Member) | Bingle | | | Aging and Long Term Care | Wilkerson |
| | | Downtown Spokane Partnership (Liaison Member) | Bingle | | | Association of Washington Cities Board | Zappone |
| | | GMA Steering Committee of Elected Officials | Cathcart; Klitzke; Dillon | | | Fire Pension (must include Finance Committee Chair) | Cathcart |
| | | Library Board | Wilkerson | | | Lodging Tax Advisory Committee (PFD) | Wilkerson |
| | | Park Board | Bingle | | | Lodging Tax Advisory Committee (1.3%) | Bingle |
| | | Park Board Exec Committee | Bingle | | | Police Pension (must include Council President) | Wilkerson |
| | | Priority Spokane | Zappone | | | TPA Commission/Hotel Motel Commission | Zappone |
| | | Regional Homeless Authority | Bingle; Dillon | | | University District PDA | Wilkerson |
| | | Spokane Arts | Zappone | | | University District Development Association | Wilkerson |
| | | | | | | Visit Spokane | Bingle |
| | | | | | | West Plains PDA/S3R3 | Wilkerson |
| | | | | | | Northeast PDA | Cathcart |

| | |
|-----------|----|
| Wilkerson | 21 |
| Zappone | 14 |
| Cathcart | 13 |
| Bingle | 13 |
| Dillon | 13 |
| Klitzke | 10 |



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/08/2024

Committee Agenda type: Discussion

Date Rec'd

12/22/2023

Clerk's File #

RES 2024-0003

Renews #

Cross Ref #

Council Meeting Date: 01/08/2024

Submitting Dept

CITY COUNCIL

Project #

Contact Name/Phone

GIACOBBE X6715

Bid #

Contact E-Mail

GBYRD@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON ZZAPPONE

Agenda Item Name

0320 - ADOPTION OF 2024 COUNCIL RULES OF PROCEDURE

Agenda Wording

Adopting various amendments to the City Council's Rules of Procedure.

Summary (Background)

Pursuant Section 9 of the City Charter and SMC 02.01.050, the city council establishes its rules of procedure. The Council's Rules of Procedure may be amended by resolution and are amended from time to time, normally on an annual basis. The proposed changes affect committee agenda setting, timing and methodology for submissions of agenda items, citizen conduct, the frequency and length of Open Forum, and communications with City Legal, among other matters.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Not applicable

Amount

Budget Account

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#

Committee Agenda Sheet

Urban Experience Committee

| | |
|--|---|
| Committee Date | January 8, 2024 |
| Submitting Department | City Council |
| Contact Name | Giacobbe Byrd |
| Contact Email & Phone | gbyrd@spokanecity.org, (509) 625-6715 |
| Council Sponsor(s) | <u>CP Wilkerson</u> |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes |
| Agenda Item Name | 0320- 2024 Council Rules Amendments |
| Proposed Council Action | <input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only |
| Summary (Background) | Adopting various amendments to the City Council's Rules of Procedure. |
| *use the Fiscal Impact box below for relevant financial information | <p>The proposed changes affect committee agenda setting, timing and methodology for submissions of agenda items, citizen conduct, the frequency and length of Open Forum, and council communications with City Legal, among other matters.</p> <p>The attachment to this resolution is in progress but will be added for Council consideration before they vote on the 8th.</p> |
| Fiscal Impact | |
| Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>No cost</u> Current year cost: Subsequent year(s) cost: | |
| Narrative: <u>N/A</u> | |
| Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc.? <u>N/A</u> | |
| Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Other budget impacts: <u>N/A</u> | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| <u>N/A</u> | |
| What impacts would the proposal have on historically excluded communities? The proposed changes to the rules, among other technical and substantive modifications, include altering the frequency and length of Open Forum at Council meetings, which are expected to increase opportunity for more diversity of speakers, many of them from historically excluded communities. Open Forum will be moved to the third Monday of the month, extended to 40 speakers, and council legislative business will be kept to consent items and appointments. | |

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, no data is anticipated.

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

Council records the names, numbers and residence of speakers at Open Forum, which is currently limited to 15 speakers during each council meeting. Also, council will monitor public response to the new Open Forum format.

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

This action is pursuant to Charter Section 9 and SMC 02.01.050.

RESOLUTION NO. 2024-0003

A Resolution adopting various amendments to the City Council's Rules of Procedure.

WHEREAS, pursuant Section 9 of the Spokane City Charter and Section 02.01.050 of the Spokane Municipal Code, the city council establishes its rules of procedure; and

WHEREAS, the City Council's Rules of Procedure may be amended by resolution and are amended from time to time, normally on an annual basis; and

WHEREAS, the City Council intends to amend its Rules of Procedure by the adoption of this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council hereby amends its City Council Rules of Procedure by adopting the attached 2024 City Council Rules of Procedure.

Adopted by the City Council this 8th day of January, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

(Marked Version)



SPOKANE CITY COUNCIL RULES OF PROCEDURE

(2024~~3~~ revision, adopted by Resolution No. 2024~~3~~-00XX-0003 [date])

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RULE 1 - GENERAL PRINCIPLES

Rule 1.1 PURPOSE

The Spokane City Council adopts these Rules to govern the conduct of City Council business. These Rules do not confer upon any person who is not a member of the Council any right to a particular procedure, nor do they affect the validity or legality of any Council action.

Rule 1.2 DUTY OF MUTUAL RESPECT

It is the constant duty of each Council Member to treat each other, City staff, board and commission appointees, and the public with respect. Likewise, all persons who attend a Council meeting or interact with Council Members or Council staff in any type of forum or communication, regardless of the form or format, must act respectfully toward all persons and not commit "Unlawful harassment" as defined by RCW 7.105.010(36). Mutual respect includes, but is not limited to, not intentionally disclosing private information about a Council Member or staff such as personal telephone numbers or home addresses without the permission of the Council Member or staff.

Rule 1.3 DUTY OF ETHICAL CONDUCT

- A. Each Council Member must uphold the constitution, laws, and regulations of the United States of America, the State of Washington and the Charter and ordinances of the City including, without limitation, chapter 01.04A, SMC (Code of Ethics), recognizing that federal and state laws pre-empt local laws. Should a Council Member have a conflict of interest or become aware that they have or may have a conflict of interest, that Council Member shall promptly inform the Council of the conflict of interest and abstain from any Council action in connection with that matter.
- B. Confidential information.

1. No Council Member may disclose confidential information, including attorney client privileged communications information, to any person not entitled or authorized to receive the information. Notwithstanding the foregoing, the City Council may, upon the affirmative vote of five (5) Council Members taken in an open meeting, authorize the release of specific information which would otherwise be deemed confidential information, including without limitation discussions held in executive session. Disclosure of legal advice shall be pursuant to Rule 7.8 (Legal Inquiries).

2. For purposes of these rules, "confidential information" has the same meaning as the term is defined in SMC 01.04A.020(I) and SMC 01.04A.030(I)(1).

- C. No Council Member may use or authorize the use of facilities of the City, directly or indirectly, for the purpose of assisting a campaign for election of a person to an office or for the purpose of or opposition to a ballot proposition. Council Members shall comply with RCW 42.17A.555 (Use of public office or agency facilities in campaigns—Prohibition—Exceptions). Notwithstanding the foregoing, nothing in these Rules prevent any member of the public from exercising their rights to free expression by wearing clothing, buttons, or other attire which displays messages of a political nature in a Council meeting, so long as such conduct does not include the display of signs and/or disrupt the Council meeting. Further, these Rules do not prohibit the City Council, acting as a body in an open public meeting, from adopting resolutions supporting or opposing state or local ballot propositions.

Rule 1.4 ROBERT'S RULES OF ORDER

Matters of procedure not otherwise provided for herein are, insofar as practical, determined by reference to *Robert's Rules of Order*, ~~Newly revised~~Revised.

Rule 1.5 AMENDMENT OF COUNCIL RULES.

These rules may be amended at any time by resolution of the City Council. Suspension of the rules shall be pursuant Rule 2.18.

RULE 2 – MEETINGS

Rule 2.1 PLACE AND TIME OF MEETINGS

- A. As provided in SMC 02.01.010, the regular meeting of the City Council is at 3:30 p.m. every Monday in the Council Chambers. If a Monday is a City Holiday, that week's regular meeting shall be held on the next day that is not a holiday if a quorum is available, unless cancelled at the discretion of the Council President.

B. The 3:30 p.m. Council session is a briefing session in which the Council receives staff reports on matters of interest, committee reports, background information from staff regarding matters on the advance agenda for the next week's meeting and for that day's agenda, making any adjustments to the agenda and agreeing as to any issues of procedure for that day's meeting. Once the advance agenda has been reviewed, the City Council shall approve the agenda by motion. The Council President may call a recess after the briefing session until the 6:00 p.m. council session.

~~B.C. If two or more consecutive regular meetings are canceled~~If a regular meeting is canceled and there is no advance agenda to review for the next week's meeting that has been canceled, the Council President has the discretion to cancel the initial 3:30 p.m. Briefing Session due to lack of business. The 6:00 p.m. Council

session, as referenced under section ~~D-E~~ below, will be held to consider that day's agenda.

~~C-D.~~ At the conclusion of the briefing session, or at other time properly announced, the City Council may adjourn into executive session consistent with the Open Public Meetings Act ("OPMA"). Adjournment into executive session shall be by motion, which shall be adopted by a majority of council members present. Before so doing, the chair shall announce the subject matter of the executive session with as much particularity as will not frustrate the purpose of the executive session and the estimated duration of the executive session. The Council ~~President~~ determines which person(s) shall attend each executive session, absent an adopted motion by the Council determining which person(s) other than Council members and attorneys shall be permitted to attend.

~~E.~~ The 6:00 p.m. Council session is the legislative session, during which the Council may take public testimony, discuss, and take action on agenda items, and hold the open forum as provided in Rule 2.2 (Open Forum). The Council President may combine specific agenda items for purpose of public comment and voting if there is no objection by attending Council Members, and if there is an objection, by majority vote.

Rule 2.2 OPEN FORUM

~~A.~~ At 6:00 p.m. on the third Monday of each month or as alternatively scheduled by the Council President, the 6:00 p.m. legislative session, prior to the consideration of consent or legislative items, the Council shall hold a legislative session that includes an open forum unless a majority of Council Members vote otherwise.

~~B.~~ The open forum shall have ~~15-40~~ (fifteenforty) spaces of two minutes each available, ~~and members of the public who have not spoken during~~ did not speak at the last held open forum ~~open forum during that calendar month~~ will be prioritized for spaces ahead of those who ~~have spoken~~ did speak during ~~that calendar month~~ the last held open forum.

~~C.~~ When held in a location outside of City Hall, legislative sessions that include an open forum may be referred to as a Town Hall meeting. At Town Hall meetings, the neighborhood council representatives of the Council District where the Town Hall meeting is being held will be given preference to speak with Council during open forum and may be allowed additional time to speak at the discretion of the chair.

~~D.~~

~~A.~~ At legislative sessions that include an open forum, the open forum will occur after Council consideration of legislative business. Insofar as practicable, the legislative agendas of these meetings should be limited to Council appointments and approval of Mayoral appointments, consent agenda items, and first reading ordinances. The Council will accept testimony on legislative items as provided in Rule 2.15 (Participation by Members of the Public in Council Meetings). The City Clerk and other staff shall not be require to remain in attendance at the Council meeting during the open forum as long as

all other council agenda items have been completed during the legislative session.

B.E. Members of the public can sign up for open forum ~~using the online testimony sign up form in the hour beginning at 9:00 a.m. on the Tuesday immediately preceding the legislative session~~ open forum.; ~~Members of the public can also sign up for open forum 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 beginning at 9:00 a.m. on the Tuesday immediately preceding the open forum. Open forum sign up will end at 6:00 p.m. on the night of the open forum. Each speaker must sign themselves up for open forum must sign themselves using their true first and last name.~~ Members of the public who are unable to sign up during the ~~sign-up~~ 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.F. 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.

G. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the City. "Affairs of the City" shall include (i) matters within the legislative, fiscal or regulatory purview of the City, (ii) any ordinance, resolution or other official act adopted by the City Council, (iii) any rule adopted by the City, (iv) the delivery of City services and operation of City departments, (v), any act of members of the City Council, the Mayor or members of the administration, or (vi) any other matter deemed by the Council President to fall within the affairs of the City, which determination may be overridden by majority vote of the Council members present. ~~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. No person shall be permitted to display visual information during open forum, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the Council by emailing them at citycouncil2spokanecity.org. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings, including during open forum.~~

H.
D. Individuals speaking during open forum shall address their comments to the Council President and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings) ~~(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 2.3 ADJOURNED MEETINGS

- A. At the conclusion of the legislative session, unless there is further business before the Council, the chair shall request a motion to adjourn the meeting until the next regularly scheduled Council meeting.
- B. Any meeting may be adjourned prior to the completion of the City Council's agenda to a place and time set by motion. Unless otherwise specified in the motion, the meeting will be adjourned to the place and time fixed for the next regular meeting. If a regular meeting be adjourned to a place and time specified, that adjourned meeting is a regular meeting.
- C. If at the time fixed for the beginning of any meeting, or at any time in the course of a meeting, less than a quorum be present, the Council President, or in the President's absence any member, or if there are no Council Members present then the City Clerk, shall declare the meeting adjourned to the next regular meeting.
- D. If a meeting is adjourned prior to the completion of the City Council's agenda, all matters on the agenda not disposed of shall be continued to the adjourned meeting. The City Clerk or other person designated by the Clerk shall post a written notice of adjournment conspicuously on or near the main door of the place of any meeting which has been adjourned. The notice shall be posted as soon as possible after the adjournment and shall state the fact of adjournment and the place and time to which the meeting was adjourned.
- E. ~~At 9:30~~ At 9:10:00 p.m., absent an adopted motion to remain in session to a time certain, the Council's regular meeting shall be adjourned by motion and action shall be continued to the next Legislative Session. If testimony on an item was not completed before the meeting was adjourned, it shall be continued to the next meeting without allowing for additional members of the public to sign up or for those who were able to testify at the first meeting to give testimony again unless significant changes have been made to the item, per the discretion of the presiding Council Member.
- E.F. In the event noise, disturbance, indecorum, or other circumstances disrupt council proceedings so as to render the orderly conduct of such meeting unfeasible, or if the removal of the individual(s) causing the disruption will not restore order, the Council President or presiding council member may request a motion to adjourn the meeting either to the next regularly scheduled council meeting or to an alternate place and time set by motion. Absent adoption of such a motion by a majority of council members present, the meeting shall continue, subject to the chair's discretion to remove disruptive individuals under Rule 2.13 (The Chair).

Rule 2.4 SPECIAL MEETINGS

Special meetings may be called by the city clerk on the written request of the mayor, council president, or, if by council members, A special meeting may be called by the Council President or by passage of a motion made during a regular meeting. All such special meetings shall be noticed in compliance with the OPMA and Rule 2.12 (Special Meeting Notices) of these Rules.

Rule 2.5 STUDY SESSIONS

A regular study session of the City Council is held every Thursday at 11:00 a.m. for receiving information on staff matters, staff briefings, and discussion among Council Members on issues of public concern. Study sessions are held in a workshop format, with no public hearing, no Council action to dispose of any item unless the study session was noticed as a special meeting in compliance with the OPMA and Rule 2.12 (Special Meeting Notices) of these rules. A quorum of the Council is not necessary in order to proceed with a study session. Additional study sessions may be scheduled at the discretion of the Council President or by a vote of the majority of Council Members present at a public meeting of the Council.

Rule 2.6 QUORUM

A quorum is four (4) or more Council Members present and qualified to act unless a particular action requires the affirmative vote of more than four. The quorum for the adoption of an ordinance making an emergency expenditure as provided in RCW 35.33.081 and 35.33.091, adoption of an ordinance effective immediately under subsection 19(a)(1) of the Charter, and override of a veto as provided in subsection 16(b) is five (5).

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.
- C. When it is not obvious what service an animal provides, City staff may only inquire (1) whether the dog is a service animal required because of a disability, and (2)

what work or task has the dog been trained to perform. City Staff shall not ask about the person's disability, require medical documentation, require a special identification card or training documentation for the dog, or ask that the dog demonstrate its ability to perform the work or task.

- D. Allergies and fear of dogs are not valid reasons for denying access or refusing service to people using service animals. When a person who is allergic to dog dander and a person who uses a service animal must spend time in the same room or facility, for example, in a school classroom or at a homeless shelter, they both should be accommodated by assigning them, if possible, to different locations within the room or different rooms in the facility.
- E. A person with a disability cannot be asked to remove their service animal from the premises unless: (1) the dog is out of control and the handler does not take effective action to control it or (2) the dog is not housebroken. When one of these situations exists, City staff shall offer the person with the disability the opportunity to be present at the City Council meeting without the animal's presence.
- F. No person with a disability who uses a service animal will be isolated from other people or treated less favorably than another person in the conduct of a City Council meeting.
- G. City staff shall not be required to provide care or food for a service animal at a City Council meeting.

Rule 2.8 FUNCTIONS OF MEETING AGENDA

The agenda serves to introduce items to the Council, to establish the order of business and to give notice to the public. The notice of a special meeting is the agenda for such meeting.

Rule 2.9 INTRODUCTION OF ITEMS

- A. ~~Resolutions and ordinances~~Legislation shall only be placed on a regular legislative meeting agenda by the Council President or any Council Member, through the process established in Rule 2.10 (Agenda Process), except as otherwise provided by Rule 2.18 (Suspension of Rules). No resolution or ordinance may ~~be filed in OnBase~~appear for consideration on ~~the a~~ legislative agenda for consideration by the full Council unless it has first been presented in a committee or study session and is ~~recommended-sponsored~~ by at least two ~~committee~~council members, one of which must be an executive committee member of the standing committee on which the item appeared for consideration by the full Council. Items for which six (6) months have elapsed ~~between since~~ the discussion of the item at a committee meeting ~~and the filing of the item in OnBase~~ should be returned to committee for an additional discussion before ~~filing~~appearing for consideration on the legislative agenda. Items that need consideration on a compressed timeline due to an

Commented [MP1]: Is there a process for the full council to overturn the decision of the executive committee member to not sponsor an agenda item. It seems that the executive committee member has the ability to block an agenda item.

unforeseen urgency or emergency may be ~~filed in~~added to an advance legislative agenda ~~OnBase~~ prior to being presented at a committee or study session with prior written permission from both the Council sponsor(s) and the Council President.

B. Regular meeting agendas are prepared by the City Clerk in the manner and format prescribed by the City Council and consistent with administrative policies and procedures and these Rules.

B.C. The term "legislation" in these rules means any ordinance, resolution, or contract approval. Legislation does not include a "special consideration," which is any item other than ordinance, resolution, or contract approval, and may include, but is not limited to, council letters to outside agencies and special acknowledgements ~~, and statements on a proposed ballot measure.~~

Rule 2.10 AGENDA PROCESS

A. The process of submitting agenda items and preparing the agenda for all Council meetings shall be consistent with these Rules and any administrative policies and procedures governing Council meetings and agenda items. In a conflict between these Rules and an administrative policy and procedure, these Rules shall control.

B. ~~An agenda item is submitted using the agenda sheet presented to the City Clerk and in the template provided for in the exhibit to these Rules.~~ No agenda item, except for weekly reports of the mayor of pending claims and payments, payroll claims, ~~and~~ Board/Commission/Committee appointments, and letters appearing under special considerations may be submitted~~appear on a legislative agenda~~ ~~OnBase~~ without first appearing on a standing committee agenda, except as otherwise provided in Rule 2.9 (Introduction of Items).

C. ~~Agenda items submitted to a standing committee's preliminary agenda by administration staff must be submitted to the standing committee associated with the Division from which the agenda item originates, as illustrated in Attachment XXX.~~

D. ~~Agenda items submitted to a standing committee's preliminary agenda by council members should be submitted to the standing committee most closely associated with the subject matter of the item. Agenda items submitted by council members can be submitted to a standing committee unrelated to the subject matter of the item with the permission of the chair of the committee to which the item is being proposed.~~

E. ~~Proposed agenda items are added to a final committee agenda after first securing written confirmation from a Council Member at least one executive committee member of the relevant standing committee that they will sponsor the item.~~

F. ~~To move out of a standing committee and onto a legislative agenda,~~ Resolutions

and Ordinances must secure two (2) Council sponsors, one of which must be an executive committee member of the standing committee on which the item appears, prior to being submitted to OnBase. Items impacting a specific Council working group or subcommittee must be sponsored by a majority of the Council Members who serve on that working group or subcommittee unless permission is granted by the Council President or approved by a majority of Council Members.

G. The timeline for formalizing standing committee meeting agendas follows the following process:

1. No later than 5:00 p.m. on the Thursday occurring 11 calendar days before the desired committee meeting, suggested agenda items and briefing papers (for both consent and discussion items) shall be uploaded into OnBase.
 - a. At that time, both the agenda sheet and the briefing paper template should be filled out and must indicate whether the preparer prefers the item to be a consent item or a discussion agenda item.
 - b. Agenda items that require no discussion at committee meetings (consent items) can be placed on any committee's agenda.
 - c. Supporting attachments, including ordinances, resolutions and contracts, are due at this time except with express permission by the committee chair.
2. By 9:00 a.m. on the Friday occurring 10 calendar days before the desired committee meeting, items submitted into OnBase must receive all OnBase approvals and arrive in the committee queue. Items that do not receive all OnBase approvals by the above deadline may be added to both the preliminary and final committee agenda at the discretion of the committee chair or their designee.
3. Items originating from the Council office are not required to gain administration OnBase approvals to be added to both a preliminary and final committee agenda.
4. By close of business on the Friday occurring 10 calendar days before the committee meeting, the preliminary agenda should be sent out to all Council Members for review.
5. No later than 10:00 a.m. on the Wednesday immediately preceding the committee meeting, Council Member requests for additional information on any agenda item are due.

6. At any time between the distribution of the preliminary agenda and close of business on the Friday immediately preceding the standing committee meeting the executive committee members and administrative leads should meet at least once to create and/or finalize the agenda.
7. To be included on a committee's final agenda, the item must be sponsored by at least one executive committee member of the standing committee on which the item is to appear. If the item is submitted in compliance with the above committee deadlines and is sponsored by at least one executive committee member, it shall appear on the committee's final agenda.
8. After the final agenda is created, the administrative staff circulates the final agenda by close of business on the Friday immediately preceding the committee meeting.
9. Any deviation from the timeline for submitting agenda items (accepting agenda items past the deadlines for example), must be approved by the committee chair or their designee.
10. All committee agenda items must have at least one executive committee member identified as a sponsor of the item before being placed on a final committee agenda. Resolutions and Ordinances being placed on the consent portion of a final committee agenda must have at least two council members identified as sponsors when submitted, one of which must be an executive committee member of the standing committee on which the item appears. If staff need help identifying a sponsor, they should consult with the committee chair, vice chairs or their legislative assistants.
11. Resolutions and Ordinances must secure sponsorship from 2 (two) council members, one of which must be an executive committee member of the standing committee on which the item appears, in order to move forward onto a legislative agenda.

B-H. Every agenda item shall be accompanied by a completed briefing paper in the format provided by the Council office. The presiding officer of the committee or Council President, as the case may be, may exclude an agenda item for consideration if the briefing paper lacks relevant and material information.

C-I. The wording for the agenda item and the relevant information placed on the agenda sheet are to be provided by the person submitting the item. Plain language shall be used to accurately describe the item with the goal of making the item easily understood by the public. The Council President or their designee shall decide any disputes over wording unless verbiage is determined by a majority vote of the

Council. The City Clerk and City Attorney's office staff may edit agenda items for grammatical or typographical errors.

~~D.J.~~ Each Council Member shall have the continuing duty to be familiar with all agenda items and all accompanying information.

Rule 2.11 NOTICE BY AGENDA

Except as provided below, the agenda is the only required meeting notice.

Rule 2.12 SPECIAL MEETING NOTICES

Notice of every special meeting shall be given in writing to every Council Member, Council staff, the Mayor, the City Attorney, and to all parties who have on file with the City Clerk a request for such notices. The notice shall be delivered personally, electronically, by mail, by facsimile or otherwise, so as to be received at least 24 hours before the meeting or as otherwise provided for in RCW 42.30.080. The notice shall state the place and time of the meeting and the business to be conducted. The Council shall not make final disposition of any matter not included in the notice, ~~except when such matter has been added to the agenda by motion to suspend these rules and subsequent motion to add the matter to the agenda.~~ Notices of special meetings are prepared by the City Council Office staff and issued by the City Clerk's office. Submission of legislative items for consideration at a special session need not conform to Rule 2.9 (Introduction of Items).

Rule 2.13 THE CHAIR

- A. The Council President, or in their absence or incapacity, the Council Member selected by the Council to serve as Council President *pro tem* pursuant to SMC 03.01.120(A) (each of whom is referred to in these Rules as "the chair") shall preside over meetings of the Council and cause the business of the Council to be transacted in accordance with these rules. The presiding officer may yield the chair to another Council Member to conduct a portion of the meeting. If the Council President *pro tem* is unavailable, the Council Member with seniority of tenure on the Council shall preside.
- B. The chair shall determine all questions of parliamentary procedure, subject to appeal as provided in this Rule 2.13(B), but shall liberally grant leave to the City Council's Policy Advisor and/or ~~a city attorney an Assistant City Attorney~~ to speak to the question. A ruling of the chair can be appealed, before the ruling is acted on, by any Council Member's announcement of an appeal, which appeal is perfected by receiving a second. The chair shall then state the question in terms of upholding the ruling and may state the reasons for the ruling. Then the member appealing has the floor to open debate on the appeal. Upon the close of debate, the Council shall vote on the appeal.

- C. The chair may not make a motion. The chair may second a motion only if there is no other second and only for the purposes of discussion. The chair may vote as any other Council Member.
- D. The chair has the authority to recess a meeting in the appropriate circumstances, including The chair has the authority to recess, or adjourn and reconvene at another location, any meeting when noise, disturbance, indecorum, or other circumstances warrant a recess. In the event disturbance, indecorum, or other circumstances disrupt council meeting, the chair may request a motion to adjourn pursuant Rule 2.3 (Adjourned Meetings) or adjournment to enable the Council to conduct its meeting in an appropriate manner unless a majority of the Council votes to continue the meeting in progress as is. The chair may direct any person or persons disrupting the meeting to be removed from the chambers or to otherwise eliminate a source of disruption. In administering this rule tThe chair will be guided by the Council's intent to support robust public, peaceful participation by the public ~~without inappropriate disruption.~~
- E. The chair has the authority to recess a meeting or call for adjournment as provided in these rules in the appropriate circumstances.

Rule 2.14 ORDER OF BUSINESS

A. Briefing Session.

The regular order of business in a briefing session is as follows. The meeting chair may make adjustments to the order of business as needed. In the event of a double Briefing Session, where both the Current and Advanced Agendas are to be briefed due to a meeting cancellation the previous week, the Current Agenda will generally be briefed first in order to ensure that the agenda is approved and amendments occur with time for staff to prepare for the public testimony sign in period.

1. Roll call;
2. Council or staff reports of matters of interest;
3. Staff or Council Member briefings regarding matters on the advance agenda;
4. Discussion of and any adjustments to the advance agenda for the following week's meeting;
5. Approval by motion of the advance agenda;
6. Any new background by staff or Council Members for items on the current agenda; and
7. Discussion of and any adjustments to the current agenda.

B. Executive Session.

The business of an executive session is determined case by case within the restrictions of the OPMA and other provisions of state law. The meeting minutes shall record the announced purpose of the executive session.

C. Legislative Session.

The regular order of business in a legislative session (without an open forum) is as follows. The meeting chair may make adjustments to the order of business as needed, including combining testimony on multiple items.

1. Pledge of Allegiance;
2. Words of inspiration and special introductions;
3. Roll call to establish the presence of a quorum;
- ~~4. Council and committee reports;~~
- ~~5.4.~~ Reading of proclamations and salutations;
- ~~6.5.~~ Reports from ~~Neighborhood Councils and/or other City-sponsored~~ community organizations;
- ~~7.6.~~ Announcement of adjustments to the agenda;
- ~~8.7.~~ Council appointments and approval of Mayoral appointments;
- ~~9. Administrative reports;~~
- ~~10. Open Forum;~~
- ~~11.8.~~ Reading of consent agenda items by the Clerk;
 - a. Testimony from members of the public concerning the consent agenda;
 - b. Request(s) by an individual Council Member, if any, to consider any specific consent agenda items separately from the consent agenda;
 - c. Action on the consent agenda;
- ~~12.9.~~ Reading of each agenda item by the Clerk;
 - a. Report by staff and questions to staff;

- b. Testimony from members of the public concerning the agenda item;
- c. Deliberation by Council, and such further dialogue with staff and community members as Council may desire, including any motions by Council Members concerning the agenda item; and
- d. Vote.

13-10. Adjournment.

D. Legislative Session with Open Forum.

The regular order of business in a legislative session with an open forum is as follows. The meeting chair may make adjustments to the order of business as needed, including combining testimony on multiple items.

- 1. Pledge of Allegiance;
- 2. Words of inspiration and special introductions;
- 3. Roll call to establish the presence of a quorum;
- 4. Announcement of adjustments to the agenda;
- 5. Council appointments and approval of Mayoral appointments;
- 6. Reading of consent agenda items by the Clerk;
 - i. Testimony from members of the public concerning the consent agenda;
 - ii. Request(s) by an individual Council Member, if any, to consider any specific consent agenda items separately from the consent agenda;
 - iii. Action on the consent agenda;
- 7. Reading of each agenda item by the Clerk;
 - i. Report by staff and questions to staff;
 - ii. Testimony from members of the public concerning the agenda item;
 - iii. Deliberation by Council, and such further dialogue with staff and community members as Council may desire, including any motions by Council Members concerning the agenda item; and

iv. Vote.

8. Open Forum

9. Adjournment.

E. Town Hall Legislative Session with Open Forum.

Town Hall legislative sessions should be held at least once a year in each Council district. These meetings offer a time for Council to hear from residents and neighborhood councils at a meeting held outside of City Hall. The neighborhood council representatives of the Council District where the Town Hall is being held will be given preference to speak with Council during the open forum part of these meetings.

1. Pledge of Allegiance;

2. Words of inspiration and special introductions;

3. Roll call to establish the presence of a quorum;

4. Announcement of adjustments to the agenda;

5. Council appointments and approval of Mayoral appointments;

6. Reading of consent agenda items by the Clerk;

i. Testimony from members of the public concerning the consent agenda;

ii. Request(s) by an individual Council Member, if any, to consider any specific consent agenda items separately from the consent agenda;

iii. Action on the consent agenda;

7. Reading of each agenda item by the Clerk;

i. Report by staff and questions to staff;

ii. Testimony from members of the public concerning the agenda item;

iii. Deliberation by Council, and such further dialogue with staff and community members as Council may desire, including any motions by Council Members concerning the agenda item; and

iv. Vote.

8. Open Forum

9. Adjournment.

F.

D.G. Items shall be acted upon in the order in which they appear on the agenda; provided, items may be taken out of order, combined, or separated at the chair's discretion, absent the objection of a majority of the Council. Items on the agenda may be grouped under various headings or sections and entire sections may be read and acted upon at one time at the discretion of the chair absent the objection of a majority of the Council.

H. All City Council appointments or Mayoral appointments which require City Council approval shall be announced and voted upon by motion during the legislative session; provided, that the confirmation of mayoral nominations of department heads, the City Clerk, and the City Attorney, pursuant to Section 24 of the City Charter, shall be by resolution.

E.

Rule 2.15 PARTICIPATION BY 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. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.
- 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 or city officials (including members of city boards and commissions) 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 Rrevised, shall extend to all speakers before the City Council. The City Council's Policy Advisor Director of Policy and Government Relations and/or a city attorney 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 mMeetings

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

- 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-online~~ testimony sign up 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 The chair, absent~~ a majority vote of the Council, has the authority to lower the three (3) minutes per speaker time limit by announcing the new, lower time limit at the legislative session. 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, special considerations, 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.

F.G. No person shall be permitted to display visual information during their testimony, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the Council by emailing them at citycouncil2spokanecity.org.

G.H. In addition to in-person or remote verbal testimony, Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.¹

Rule 2.17 VOTING

A. Except where a majority plus one vote is required, (e.g., Charter section 19, RCW 35.33.081), and unless otherwise provided herein, all motions, ~~except a motion to adjourn (which passes by a majority of votes cast), to carry~~ must receive at least four (4) affirmative votes to pass.

B. If a motion receives a majority of favorable votes, but less than four, and if further voting cannot produce four votes for any motion, either:

1. The matter will be continued, or
2. if it appears that because of disqualification or other reason the Council will not obtain four votes for any motion to dispose of the matter, it shall be declared that no action was taken, and the status quo shall prevail.

C. Upon a tie vote, the status quo prevails and on the matter upon which the vote was cast.

D. The votes on any ordinance or formal resolution shall be individually taken and recorded. As to any other matter (such as motions), voting shall be by voice vote unless a member requests, prior to action on the next item of business, a roll call vote. Unless otherwise required due to the technical limitations of the specific meeting method or forum, the alternative to voice vote shall be the electronic voting tally system currently in use in the Council Chambers.

E. In all cases of voting by other than voice vote, the City Clerk shall record the names of those voting on each side of the question and of those abstaining. In cases of voice vote, it shall be sufficient for the chair to announce, and the record to reflect, whether the motion carried or failed. Regardless of method of voting, each Council Member shall have the right to explain the reasons for their vote and such a request

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

shall be regarded as a point of personal privilege.

- F. A Council Member may abstain from voting on any matter before the Council if they have a direct personal or financial interest in the matter before the Council which is not held in common with other members of the Council. In order to abstain from voting, a Council Member must describe to the Council President the basis for the abstention in an open public meeting prior to the vote.

Rule 2.18 SUSPENSION OF THE RULES

These Rules may be temporarily suspended for a particular matter or meeting by the affirmative vote of ~~a majority plus one of the five~~ Council Members ~~present at the meeting~~. Motions to suspend the rules must specify the general purpose of the suspension (e.g., "Motion to suspend the rules for the purpose of adding three items to the agenda"). A motion to suspend the rules does not relieve a council member from making a separate motion on the question that prompted suspension of the rules. By way of illustration, a motion to suspend the rules to "add three agenda items" still requires a separate and subsequent motion to add the three items to the agenda.

Rule 2.19 RECONSIDERATION

All legislative decisions of the City Council, including consent items, ordinances, resolutions, and hearing items are final, except that a Council Member on the prevailing side of a vote or who ~~were~~ was absent for the vote may resubmit that item for reconsideration within 15 days of Council consideration or prior to the Mayor's action on an ordinance, whichever occurs first. Nothing in this rule shall be deemed to prevent a. Any Council Member from otherwise submitting may submit an ordinance or resolution to repeal or modify a prior City Council action so long as such repeal or modification provided they take the new item is added to the committee and Council agenda through the proper processes as provided as laid out in these rRules.

Rule 2.20 PARTICIPATION BY TELEPHONIC OR VIRTUAL MEANS

- A. A Council Member may participate telephonically and/or virtually in all or part of a Council meeting if:
1. Prior approval is given by the Council President for good cause, whose approval shall not be unreasonably withheld;
 2. All persons participating in the meeting, including the public, are able to hear each other at the same time, such as by the use of a speaker phone; and
 3. The Council Member participating remotely shall have reviewed all of the applicable material and participated in the relevant portion of the Council meeting related to the topic to which the Council Member is voting on.

- B. Any technical prohibitions or difficulties that prevent all parties present at the Council meeting from adequately communicating with one another will negate any authorization previously given by the Council President.

RULE 3 – ADJUDICATIVE APPEALS AND HEARINGS

- A. Adjudicative hearings are quasi-judicial hearings involving named parties. Testimony during adjudicative hearings is limited to the parties involved in the hearing. Public testimony is not accepted in adjudicative hearings. Where procedures for appeals and hearings have been established by ordinance, the Council shall follow those procedures. If a conflict arises between the ordinance and Council rules, the ordinance shall prevail. Where there are no established procedures for an adjudicative appeal or hearing, the Council shall implement the following procedure.
- B. No person shall be allowed to discuss any matter pending hearing with any member or members of the Council except in the Council Chambers in the regular course of a Council meeting. Each Council Member shall vigorously strive to avoid any outside communication from anyone in any form concerning a matter pending hearing or decision. If an outside contact cannot be avoided, the Council Member shall immediately make a note of the contact and shall at the beginning of the Council's hearing on the matter announce the fact of the contact, the identity of the person, and the substance of the communication. If the communication be in written form, the Council Member shall as soon as possible file it with the City Clerk.
- C. When the Council's discussion and vote on a hearing item is at a meeting other than the hearing, it shall be the obligation of every Council Member participating in the action to be familiar with the facts in order to reach an informed, independent judgment. When a member discussing or voting on the matter was not present at the hearing, that member will have familiarized themselves with the hearing item based upon any audio or video recording of the hearing and all documents contained in the record. A Council Member shall not be briefed by anyone except in an open meeting.
- D. Council Members shall disqualify themselves from participating in a hearing whenever bias, interest, or other influences will prevent or appear to prevent them from exercising fair-minded, independent judgment on the facts and established policy. Disqualifying influences include prejudgment of the issues that cannot be swayed by the facts in evidence, a partiality or personal bias for or against a party, and a personal pecuniary interest in the subject matter. Examples of disqualifying bias include a close personal, family, or business relationship with a party, ownership of property the value of which might be affected by the decision, and a business or personal financial situation that might be affected by the decision.

- E. Should a Council Member be aware of circumstances which might appear to disqualify them, they can either disqualify themselves or explain the circumstances before the hearing and let the rest of the Council, by majority vote, decide whether they can participate. Should the Council be aware of circumstances which might appear to disqualify a member, the Council may, by majority vote, disqualify the member. The Council's discussion concerning disqualification of a member may occur in executive session. A disqualified member shall be absent from the dais during the hearing and during discussion and voting.
- F. In all adjudicatory appeals and hearings, Council Members are acting in their quasi-judicial capacity and shall comply with all applicable provisions of state law including the appearance of fairness doctrine (Chapter 42.36 RCW) and the code of ethics for municipal officers in contract interests (Chapter 42.23 RCW).
- G. Adjudicatory Appeal Hearing Procedures.

At the hearing on the appeal, the following rules apply:

1. Oral argument on appeal is limited to parties of record.
2. Oral argument on appeal is limited to thirty minutes per side. If there is more than one appellant or more than one person wishing to present oral argument on appeal, the total time allowed to all such persons is thirty minutes. Any time reserved for rebuttal or surrebuttal is deducted from the time allowed for opening argument. Time taken to respond to questions from the City Council is not deducted from the time allowed for argument.
3. Argument is presented first by the appellant in support of the appeal followed by the respondent in opposition to the appeal.
4. No new evidence may be presented during oral argument. Matters found by the hearing officer or body to be facts in the record are presumed to be true and accurate. Oral argument is limited to stating why the record does or does not support the decision.
5. The City Council may not consider any new facts or evidence on appeal. The City Council's review of appeals is limited to the record prepared by the hearing officer or body, including the verbatim transcript of the hearing, the written appeal, memoranda submitted, and, if permitted, oral arguments presented in accordance with the requirements of this section. Closed record appeals before the City Council must be concluded within 90 days of the date the appeal is filed unless all parties agree to a longer period.
6. Supplemental documents.
 - a. The parties to the appeal may file memoranda regarding the appeal. Such

memoranda must be filed by the agenda deadline for the meeting preceding the meeting set for consideration of the appeal.

- b. Any replies to the memoranda must be filed by the agenda deadline for the meeting set for consideration of the appeal.
- c. The City Clerk distributes such memoranda and responsive documents to all parties to the appeal, the City Council, the City Attorney, the Planning Director, and the Hearing Examiner.
- d. Neither memoranda nor responses may contain any new facts or evidence or discuss matters outside the record. They are limited to stating why the record does or does not support the decision.

H. The City Council may supplement these rules in a case-by-case situation in order to provide due process to all participants in a hearing.

RULE 4 – ORDINANCES AND FORMAL RESOLUTIONS

Rule 4.1 FILING/UPLOADING ITEMS FOR COMMITTEE AND COUNCIL CONSIDERATION

A. All agenda items, including ordinances and resolutions shall be uploaded into OnBase no later than 5:00 p.m. on the Thursday occurring 11 calendar days before the desired committee meeting. All items that have been submitted into OnBase must receive all OnBase approvals required to arrive in the committee queue by 9:00 a.m. on the Friday occurring 10 calendar days before the desired committee meeting, filed with the Clerk by the advance agenda (Wednesday at 10:00 a.m.) deadline. Items that do not get through OnBase approvals arrive in the committee queue by 9:00 a.m. on Wednesday-Friday will may not be added to the draft agenda/preliminary committee agenda when it is released that evening and will automatically be pushed to the next available agenda. If an item is expected to be late and is emergency in nature, prior written approval must be obtained from the Council President/committee chair or their designee for the item to be added to the requested committee's agenda. Items that do not receive all OnBase approvals required may be added to a committee agenda at the discretion of the committee chair or their designee.

B. Copies of ordinances and resolutions submitted by the advance agenda deadline shall be included in the Council's packet which will be made available by the second Friday preceding the meeting for which the ordinance is on the agenda. In any event, an After presentation at committee, so long as council sponsorship requirements are met as provided in Rule 2.10 (Agenda Process), the Council Office Director, or their designee, will approve items to move forward to the Clerk for consideration at a future Council legislative session. All items, whether discussion or consent, will remain in the Council queue and will not advance toward a legislative agenda until having gone through committee

unless granted permission to be considered on a compressed timeline as established in Rule 2.9 (Introduction of Items).

C. To accommodate narrow construction windows, engineering construction contract briefing papers may be submitted to committee prior to bid opening as long as the item includes the engineer's cost estimate and estimated construction timeline. When final construction contract information is received, these items may be re-submitted to the Council Office Director, or their designee, for submission to the Clerk for consideration at a future Council legislative session.

A.D. An ordinance or resolution must have been filed with the Clerk prior to the meeting of which it is an agenda item. No ordinance or resolution, except emergency measures, shall be passed until it has been on file with the Clerk for at least three (3) business days, including the day of the Council meeting.

B.E. If an ordinance or resolution has not been on file with the Clerk for at least three (3) business days, its reading shall be a reading in full. If an ordinance or formal resolution has been so pre-filed, it shall be sufficient reading to read its title or a summary.

C.F. Each ordinance or resolution shall have a succinct, plain-language title and summary which briefly describes its purpose and effect. The agenda sheet for every item shall, when filing the same with the City Clerk, specify the committee of origin for the ordinance or resolution and the names of the Council Members who are sponsoring the ordinance or resolution. Subject to Rule 2.18 (Suspension of Rules), every ordinance or resolution must be first presented in a committee before it may appear on the Council's agenda for first reading (for ordinances) or for Council consideration (for resolutions).

D.G. Each ordinance or resolution which would have an impact on the fiscal condition of the City must note that fact on the agenda sheet and be accompanied by a brief description of the fiscal impact of the ordinance or resolution on the current year's budget.

Commented [VR2]: CM Bingle: Strengthen fiscal impact description

Rule 4.2 AMENDMENT AND SUBSTITUTION

A. "Amendment" of legislation pertains only to legislation on the agenda and occurs at the time proposed legislation is under debate by the Council, and may be offered by motion by any Council member. "Substitution" of legislation occurs prior to debate of proposed legislation and may only be made by sponsors of the ordinance or resolution. Amendments and substitutions are permitted only as provided in this Rule 4.2.

B. Every proposed amendment shall be in writing and circulated to the City Clerk and City Council members and staff prior to 10:00 a.m. on the Friday immediately preceding Council consideration; provided, amendments making clerical or technical corrections may be articulated orally during debate.

C. Proposed amendments shall be included in the current agenda packet for the benefit of public review and Council consideration and shall be identified by the Council Member proposing them (e.g., "The Council Member [LAST NAME] Amendment to ORD CXXXXX").

D. A substitution of all or a portion of the wording of an ordinance or resolution which is to be listed on an advance Council agenda may be submitted by the majority of sponsors of the ordinance or resolution without Council approval, so long as the substitution is in writing and circulated to all Council Members and the City Clerk by no later than 10:00 a.m. on the Friday immediately preceding the meeting at which the ordinance or resolution is to appear on an advance agenda.

E. Any motion to amend an ordinance or resolution shall require four (4) affirmative votes to pass. Any motion to suspend the requirements in this Rule 4.2 shall require five (5) affirmative votes to pass.

F. Amendments and substitute versions not filed with the City Clerk at least three days before the meeting shall, whenever reasonably possible, shall be posted for public viewing on the City Council Facebook page or other similar channels so that interested members of the public may review during Council's consideration of the matter.

A. _____

~~B. Only the Council Members who are the sponsors of the ordinance or resolution may, jointly and absent objection, amend or substitute a revised version of the ordinance or resolution for the one in the agenda packet between readings before the 5:00 p.m. on the Thursday before the Monday on which item appears on the current agenda or between meetings when the differences between the two versions are, in the opinion of the sponsors, minor. If a Council Member objects to the amendment or substitution, then such amendment or substitution may only be accomplished by adoption of a motion of the Council. If the amended or substituted ordinance or formal resolution makes a significant substantive change from the earlier version, the amendment or substitution shall be done only by motion of the Council.~~

~~C.G. _____ The deletion of an emergency clause converts the ordinance to a regular ordinance which requires a second reading at a subsequent meeting. The addition of an emergency clause requires the ordinance to be deferred to allow public hearing.~~

~~D. The two Council sponsors (or a majority of the sponsors if there are more than two) may substitute a new version of their ordinance or resolution prior to the first reading of an ordinance or the day upon which a resolution, emergency ordinance or special budget resolution will be voted upon when there was no first reading.~~

Rule 4.3 SUBJECT MATTER

The Council shall not consider or pass any ordinance or resolution the subject matter of which is not directly related to local affairs or municipal business or if action by the City Council does not result in the adoption of a new or amendment to an existing ordinance or resolution or affect any City policy or practice.

RULE 5 – PROCESSING ORDINANCES

Rule 5.1 PUBLICATION, SIGNATURE AND RECORDING

- A. An ordinance passed by the City Council shall, within five (5) days thereafter, be presented to the Mayor.
- B. An ordinance:
 - 1. Making the annual tax levy,
 - 2. Adopting the original annual budget,
 - 3. Making appropriations,
 - 4. Implementing a local improvement district or confirming the assessments therefor,
 - 5. Which is an emergency or special budget ordinance,
 - 6. Which is an emergency ordinance, or
 - 7. Which has been approved by the electors by referendum or initiative

shall become effective immediately upon passage.

- C. Ordinances signed by the Mayor, and the approved parts of ordinances that have been partially vetoed, will thereupon be filed with the Clerk for recording and publication if not already published.
- D. Ordinances not signed by the Mayor after ten (10) days will be filed with the Clerk for signature, recording and publication as necessary.

Rule 5.2 VETO

If, within ten (10) days of presentment, the Mayor vetoes an ordinance or part of an ordinance, the ordinance or part thereof, along with the veto message (if any), is returned to the City Council, which shall provide a copy to the City Clerk. The City Clerk shall schedule the matter for reconsideration for the next available Council meeting, if

requested by a City Council Member. If, within thirty (30) days of the Mayor's veto or partial veto, the City Council overrides the veto, the ordinance shall be considered enacted on the date that the override occurs and shall take effect 30 days after enactment. Such ordinance will be signed by the Council President, Council President Pro Tem, or two Council Members and filed with the City Clerk for publication and recording. Any ordinance vetoed by the Mayor, and for which no veto override has been passed by the Council, may be resubmitted for Council approval as provided in Rule 2.19 (Reconsideration).

RULE 6 – COMMITTEES

Rule 6.1 STANDING COMMITTEES – ESTABLISHMENT AND MEMBERSHIP

A. There shall be four (4) standing committees, as follows:

1. Public Safety and Community Health;

~~2. Finance and Administration;~~

3. Urban Experience;

~~4. Public Infrastructure, Environment and Sustainability;~~

~~4.5. Finance and Administration.;~~

B. All Council Members shall be members of each standing committee. Standing committee meetings shall be noticed as meetings of the Council where no legislative action shall occur.

C. The Council President shall chair each study session, Briefing Session and Legislative Session of the City Council. All committee chairs and vice-chairs shall be determined by majority vote of the Council and shall preside over the meetings of their respective committees.

D. Each standing committee shall have an executive committee comprised of three council members: the committee chair and the two (2) vice chairs. The Council shall confirm executive members of each the standing committee membership and leadership by resolution adopted no later than the second meeting in January of each year or as soon thereafter as possible.

Rule 6.2 COMMITTEE PROCESS

A. The purposes of standing committee meetings are first to provide Council Members an opportunity to discuss potential legislation publicly and second to provide the city administration and city staff an opportunity to update Council Members regarding department programs, plans, and other administrative

activities and future City Council administrative items, to brief the Council on future legislative agenda items, and to discuss strategic initiatives with the City administration and measuring progress of these initiatives. Legislative agenda items should be in final or close to final draft form at the committee presentation. Council Members should also utilize standing committees to update each other on their board, committee, and commission assignments.

- B. All standing committees shall be video recorded and open to the public using the appropriate method (i.e., webcasting or streaming when physical presence is not possible due to law or regulation) except during such time as the committee is in executive session consistent with the OPMA. No public testimony is taken during standing committee meetings. Participation in a standing committee meeting shall be limited to standing committee members, appropriate staff and other individuals recognized by the committee. Upon motion of the City Council, a standing committee meeting may be conducted as a meeting of the full City Council, in which case, a special meeting notice shall be issued, and the meeting shall be conducted in a study session format. Administrative support for each committee will be provided by Council office staff.
- C. Each committee shall meet monthly at 1:15 p.m. in the Council Chambers, except where cancelled or rescheduled to a different time at the discretion of the chair, in the following order:
 - 1. Public Safety and Community Health: First Monday of each month
 - 2. Urban Experience: Second Monday of each month
 - 3. Public Infrastructure, Environment, and Sustainability~~Finance and Administration~~: Third Monday of each month
 - 4. Public Infrastructure, Environment, and Sustainability~~Finance and Administration~~: Fourth Monday of each month
 - 5. If there is a fifth Monday in a month, that date is reserved for an additional study session if needed and as convened by the Council President.
 - 6. If a committee meeting falls on a scheduled City Holiday, the meeting will be canceled unless there is an available Monday without a scheduled committee that it can be rescheduled to.

D. Committee meeting agenda are formalized pursuant to Rule 2.10 (Agenda Process).

~~D. Committee meeting agendas are formalized under the following process:~~

- ~~1. Three Wednesdays prior to the scheduled committee meeting, the~~

committee's administrative staff will circulate a request for agenda items.

2. ~~No later than 5:00 p.m. on the Wednesday occurring 12 days before the committee meeting, suggested agenda items and briefing papers (for both consent and discussion items) are due to be submitted to the administrative staff who circulated the request for agenda items.
 - a. ~~At that time, the briefing paper template should be filled out and must indicate whether the preparer prefers the item to be a consent item or a discussion agenda item.~~
 - b. ~~Agenda items that require no discussion at committee meetings (consent items) can be placed on any committee's agenda.~~
 - c. ~~Supporting attachments, including ordinances, resolutions and contracts, are due at this time except with express permission by the committee chair.~~~~
3. ~~By the Friday occurring 10 days before the committee meeting, the preliminary agenda, with briefing papers, is to be sent out to all Council Members for review.~~
4. ~~No later than 10:00 a.m. on the Wednesday occurring 1 week before the committee meeting, Council Member requests for additional information on any agenda item are due.~~
5. ~~At any time after briefing papers are submitted, the committee chair, vice chair and administrative leads should meet at least once to create and/or finalize the agenda.~~
6. ~~The Wednesday at 5:00 p.m. prior to the committee meeting is the deadline for all supporting documents for briefing papers and addenda, if any, for discussion items.~~
7. ~~After the final agenda is approved by the chair, the administrative staff circulates the final agenda by 5:00 p.m. on the Thursday prior to the committee meeting.~~
8. ~~Any deviation from the schedule above (accepting briefing papers past the deadlines for example), must be approved by the committee chair.~~
9. ~~All committee agenda items must have at least one Council Member identified as a sponsor of the item before being placed on a committee agenda. Resolutions and Ordinances being placed on the consent portion of a committee agenda must have at least two sponsors identified when submitted. If staff need help identifying a sponsor, they should consult with the committee chair, vice chair or their legislative assistants.~~

The regular order of business for committee meetings is ~~as specified in the Agenda Template document attached as an exhibit to these Rules~~determined by the committee chair.

- E. Each item presented in committee must be accompanied by a briefing paper, using the Briefing Paper Template attached as an exhibit to these Rules, and any additional briefing or research documents necessary, unless waived in the particular case by the committee chair.
- F. Each ordinance or resolution must be presented by the Council sponsor or their designee in the appropriate committee which corresponds to the subject matter of the ordinance or resolution before it may ~~be filed in OnBase~~move forward for inclusion on the Council's legislative agenda. With ~~the consent of written permission from both~~ the Council President and one of the executive committee members of the standing committee under which the item would normally fall, this requirement may be met by conducting a presentation of the item in a regular Council study session which has been noticed as a public meeting.
- F. ~~Committee chairs may authorize the consideration of items outside the subject matter of their committee.~~
- G. ~~By declaration of the chair (subject to a seconded appeal) or b~~By motion of the Council, any matter before the Council may be referred to a committee, except that no committee shall investigate the facts of, nor shall any member or members of the Council take independent action on, any pending or contemplated adjudicated matters.

Rule 6.3 INTER-GOVERNMENTAL COMMITTEES AND BOARDS

Unless governed by other regulations, statutes, or ordinances, the nomination of the full slate of Council Members to inter-governmental committees or boards shall be made by the Council President, subject to confirmation by a majority of the City Council. All appointments shall be made consistent with the governmental documents creating the inter-governmental committee. The Council President shall appoint proxies to attend meetings when the assigned Council Member is unable to attend a meeting.

Rule 6.4 AD HOC COMMITTEES AND WORKING GROUPS

Council ad hoc committees, also known as working groups, with specified functions may be established for a designated term or for a specific task or to advise the Council on specific subject matter, by resolution. Unless specified in the resolution which created the ad hoc committee, matters of committee business such as the appointment process and qualifications for membership, the number of members, and the deadline for any resulting reports of the ad hoc committee shall be determined by the committee itself. Working groups shall not include more than three Council Members unless the meetings of such a working group publishes notices of its meetings consistent with the OPMA.

Rule 6.5 BOARDS AND COMMISSIONS APPOINTMENT PROCESS

City Council shall interview Mayoral nominees for appointment to boards and commissions prior to considering their appointment and shall take action on each such nomination in an open public meeting. Re-appointments do not require an interview unless requested by a Council Member.

RULE 7 – MISCELLANEOUS

Rule 7.1 COUNCIL POSITION VACANCY

- A. Upon receipt of a written notice of a vacancy or an impending vacancy of a City Council position other than that of Council President, the Council President or designee shall announce the vacancy within seven (7) days of the receipt of the vacancy notice occurring and call for interested parties to submit their applications for consideration by a deadline stated by the Council President set with concurrence of the Council.
- B. Upon the close of the deadline, each Council Member shall review the applications, interview on an individual basis whichever applicant(s) they desire to interview and send the Council President a prioritized list of who they believe should be interviewed by the entire City Council.
- C. The Council President shall compile the Council Members' prioritization of candidates to be interviewed and schedule the top-ranked candidates to be interviewed by the entire City Council. Additional candidates may be selected for interviews by a majority vote of the Council. Once the slate of candidates to be interviewed by the entire council is announced, no Council Member may communicate with any candidate outside of the formal interview by the entire Council.
- D. The Council shall conduct interviews of each individual candidate selected for interviews in an open public meeting. No public comment is permitted in such public meetings.
- E. Upon completion of the interviews, the Council, pursuant to RCW 42.30.110(1)(h), may go into executive session to evaluate the qualifications of each candidate.
- F. The Council shall take final action by resolution appointing a candidate to fill the vacancy during an open public meeting.
- G. Provisions regarding the selection of a candidate for a City Council vacancy not set forth by these rules shall be determined by the City Council by motion during an open public meeting.

- H. If the Council President position becomes vacant, the City Council may elect to appoint one of the existing Council Members to fill the position of Council President without following the selection procedure set forth above. If, upon a motion of the City Council, the City Council decides to consider someone other than an existing Council Member to fill the vacant position of Council President, the City Council shall follow the selection procedure set forth above.

Rule 7.2 COUNCIL MEMBER DISCIPLINE

Council Members may be subject to disciplinary action only by motion adopted by the affirmative vote of five (5) members of the Council, taken in an open public meeting. Disciplinary action may be based on violation of these Rules, the City Ethics Code (SMC 01.04A), or any standards of behavior expected of elected officials, including apparent conflicts of interest, and may include, without limitation, censure, removal from membership on a standing committee, or removal from membership on an intergovernmental board or commission. Nothing in this rule shall be deemed to prevent the Council from adopting a non-binding resolution formally admonishing, rebuking or denouncing any other elected official, to the extent otherwise permitted by law.

Rule 7.3 COUNCIL STAFF

- A. Each Council Member has the sole authority to hire, direct, and discharge one legislative assistant.
- B. While all Council Members have the authority to direct a member of shared council office staff, pursuant to Charter Section 9 and SMC 02.005.030, the City Council delegates the power to hire, supervise and discharge central Council office staff to the Council President, subject to reversal by a vote of the majority of the Council Members other than the Council President.

Rule 7.4 COUNCIL OFFICE BUDGET

- A. Any Council Member may propose to allocate funding from the approved Council office budget beyond that which is reserved for the salaries of Council Members, personal staff, and approved shared council office staff.
- B. All Council office budget allocation proposals over \$10,000 that differ from the adopted Council budget must be approved by the affirmative vote of four (4) Council Members at an open public meeting.
- C. On at least a quarterly basis, Council's Budget Manager shall make available to all Council Members a report on the status of and balances of all individual line items in the Council office budget. The Manager will also work with the Administration to pursue dashboard capability for public and Council review of all City budget line items.

Commented [VR3]: CM Zappone: Quarterly updates, CMIS, council budget updates

Rule 7.5 COUNCIL MEMBER AND STAFF ORIENTATION

- A. New Council Members and newly appointed staff shall receive on-boarding and orientation meetings and information within thirty (30) days of their swearing-in or appointment.
- B. Orientation materials shall be generated by shared Council Office Director in consultation with the Central Staff staff and shall consist of at least the following:
 - 1. Charter and Spokane Municipal Code overview;
 - 2. Overview of the city's budget process and statutory budget requirements;
 - 3. Overview of the Council rules of procedure and meeting process, including the process for public sign-up for testimony;
 - 4. Summary of often-cited parliamentary process (i.e., motions, decorum, etc.); and
 - 5. Overview of all standing and outside boards and commissions to which Council Members are appointed, including their functions, history, and composition; and
 - 6. Overview of policies and procedures relating to the publication of Council materials and use of social media; and .7
 - 5.7. Completion of open government training as set forth in Administrative Policy No. 0520-17-06 and RCW 42.30.205.

Rule 7.6 COUNCIL MEMBER RESPONSIBILITIES

- A. A time commitment of approximately 30-50 hours per week is normally required to adequately fulfill the role of City Council Member.
- B. Unless excused by the Council President or committee chair, as applicable, Council Members must attend the following recurring engagements:
 - 1. City Council administrative and legislative sessions each Monday;
 - 2. Standing committee Meetings on Mondays as scheduled;
 - 3. Weekly study sessions, as scheduled by the Council President;
 - 4. Ad hoc working groups as assigned;

5. Outside boards and commissions as assigned (typically between 6-9);
6. Neighborhood Council meetings from their respective Council District on a regular basis but not necessarily every scheduled meeting (typically at least two a week district wide during each of the first three weeks of a month);
7. Constituent meetings as necessary;
8. Staff meetings as necessary;
9. Other Council Member meetings as necessary; and
10. Community events as time permits.

C. Notwithstanding the provisions of this Rule, nothing in these Rules preclude the administration from providing onboarding and orientation as to the activities and procedures followed by administration staff.

Rule 7.7 CITY COUNCIL PLANNING

- A. Council shall consider annual Council Member appointment to boards, commissions, and committees by resolution no later than the 2nd-second Council meeting of each calendar year.
- B. Council shall consider the Plan Commission's annual work program by resolution no later than February 28th of each calendar year.
- C. Council shall consider annual changes to the Council Rules by resolution no later than February 28th of each calendar year. Additional adjustments to the rules may be made by resolution.
- D. The Council President or their designee shall schedule a Council Retreat annually prior to February 28th of each calendar year. Additional retreats may be scheduled throughout the year at the Council President's discretion.

Rule 7.8 LEGAL INQUIRIES

All inquiries by council members and council staff to the City Legal Department regarding City Charter provisions, any proposed or existing ordinance, any proposed or existing resolution, or any rule or procedure shall be directed to the appropriate attorney and the City Attorney with a copy sent to the City Council Policy Advisor and the City Council Office Director, who shall forward the Legal Department's response to the inquiry to the full council. All other inquiries may be directed to the City Attorney alone, and the response from the Legal Department to the individual council member's inquiries shall not be forwarded to the City Council Policy Advisor and City Council Office Director. All inquiries to and responses from the Legal Department, regardless how originated, shall

remain confidential privileged communication unless the privilege is waived by the full council pursuant to its rules. During legislative debate or other public meetings, council members shall refrain from disclosing the content of legal advice provided by the City Legal Department or outside counsel, except to disclose (a) the fact that the City Legal Department was consulted on a matter, and (b) that based on said legal advice, the council member is adopting a particular position regarding the matter discussed with the City Legal Department. For example, the following statements would comply with this rule:

"I consulted with City Legal on this legislation, and I think the proposal needs more work before we adopt it."

"This resolution was forwarded to City Legal. Based on their review of this resolution, I am not supporting it."

"City Legal reviewed this contract. Therefore, from a legal standpoint I see no reason not to approve it."

—

Adopted by Resolution ~~2023~~2024- _____ (date)

Exhibits:

Briefing Paper template

(Exhibit)

Committee Agenda Sheet *Select Committee Name*

| | |
|---|--|
| Committee Date | |
| Submitting Department | |
| Contact Name | |
| Contact Email & Phone | |
| Council Sponsor(s) | Please enter the name of the Council Sponsor(s) |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | |
| Proposed Council Action | <input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only |
| Summary (Background) | |
| | *use the Fiscal Impact box below for relevant financial information |
| Fiscal Impact | |
| Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| Total Cost: Click or tap here to enter text. | |
| Current year cost: | |
| Subsequent year(s) cost: | |
| Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue | |
| Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A | |
| Specify funding source: Select Funding Source* | |
| Is this funding source sustainable for future years, months, etc? Click or tap here to enter text. | |
| Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | |

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

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

(Clean Version)



SPOKANE CITY COUNCIL RULES OF PROCEDURE

(2024 revision, adopted by Resolution No. 2024-0003 [date])

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RULE 1 - GENERAL PRINCIPLES

Rule 1.1 PURPOSE

The Spokane City Council adopts these Rules to govern the conduct of City Council business. These Rules do not confer upon any person who is not a member of the Council any right to a particular procedure, nor do they affect the validity or legality of any Council action.

Rule 1.2 DUTY OF MUTUAL RESPECT

It is the constant duty of each Council Member to treat each other, City staff, board and commission appointees, and the public with respect. Likewise, all persons who attend a Council meeting or interact with Council Members or Council staff in any type of forum or communication, regardless of the form or format, must act respectfully toward all persons and not commit “Unlawful harassment” as defined by RCW 7.105.010(36). Mutual respect includes, but is not limited to, not intentionally disclosing private information about a Council Member or staff such as personal telephone numbers or home addresses without the permission of the Council Member or staff.

Rule 1.3 DUTY OF ETHICAL CONDUCT

- A. Each Council Member must uphold the constitution, laws, and regulations of the United States of America, the State of Washington and the Charter and ordinances of the City including, without limitation, chapter 01.04A, SMC (Code of Ethics), recognizing that federal and state laws pre-empt local laws. Should a Council Member have a conflict of interest or become aware that they have or may have a conflict of interest, that Council Member shall promptly inform the Council of the conflict of interest and abstain from any Council action in connection with that matter.
- B. Confidential information.
 1. No Council Member may disclose confidential information, including attorney client privileged communications, to any person not entitled or authorized to receive the information. Notwithstanding the foregoing, the City Council may, upon the affirmative vote of five (5) Council Members taken in an open meeting, authorize the release of specific information which would otherwise be deemed confidential information, including without limitation discussions held in executive session. Disclosure of legal advice shall be pursuant to Rule 7.8 (Legal Inquiries).
 2. For purposes of these rules, “confidential information” has the same meaning as the term is defined in SMC 01.04A.020(I) and SMC 01.04A.030(I)(1).

- C. No Council Member may use or authorize the use of facilities of the City, directly or indirectly, for the purpose of assisting a campaign for election of a person to an office or for the purpose of or opposition to a ballot proposition. Council Members shall comply with RCW 42.17A.555 (Use of public office or agency facilities in campaigns—Prohibition—Exceptions). Notwithstanding the foregoing, nothing in these Rules prevent any member of the public from exercising their rights to free expression by wearing clothing, buttons, or other attire which displays messages of a political nature in a Council meeting, so long as such conduct does not include the display of signs and/or disrupt the Council meeting. Further, these Rules do not prohibit the City Council, acting as a body in an open public meeting, from adopting resolutions supporting or opposing state or local ballot propositions.

Rule 1.4 ROBERT’S RULES OF ORDER

Matters of procedure not otherwise provided for herein are, insofar as practical, determined by reference to *Robert’s Rules of Order, Newly Revised*.

Rule 1.5 AMENDMENT OF COUNCIL RULES.

These rules may be amended at any time by resolution of the City Council. Suspension of the rules shall be pursuant Rule 2.18.

RULE 2 – MEETINGS

Rule 2.1 PLACE AND TIME OF MEETINGS

- A. As provided in SMC 02.01.010, the regular meeting of the City Council is at 3:30 p.m. every Monday in the Council Chambers. If a Monday is a City Holiday, that week’s regular meeting shall be held on the next day that is not a holiday if a quorum is available, unless cancelled at the discretion of the Council President.
- B. The 3:30 p.m. Council session is a briefing session in which the Council receives staff reports on matters of interest, committee reports, background information from staff regarding matters on the advance agenda for the next week’s meeting and for that day’s agenda, making any adjustments to the agenda and agreeing as to any issues of procedure for that day’s meeting. Once the advance agenda has been reviewed, the City Council shall approve the agenda by motion. The Council President may call a recess after the briefing session until the 6:00 p.m. council session.
- C. If two or more consecutive regular meetings are canceled, the Council President has the discretion to cancel the initial 3:30 p.m. Briefing Session due to lack of business. The 6:00 p.m. Council session, as referenced under section E below, will be held to consider that day’s agenda.

- D. At the conclusion of the briefing session, or at other time properly announced, the City Council may adjourn into executive session consistent with the Open Public Meetings Act (“OPMA”). Adjournment into executive session shall be by motion, which shall be adopted by a majority of council members present. Before so doing, the chair shall announce the subject matter of the executive session with as much particularity as will not frustrate the purpose of the executive session and the estimated duration of the executive session. The Council President determines which person(s) shall attend each executive session, absent an adopted motion by the Council determining which person(s) other than Council members and attorneys shall be permitted to attend.
- E. The 6:00 p.m. Council session is the legislative session, during which the Council may take public testimony, discuss, and take action on agenda items, and hold the open forum as provided in Rule 2.2 (Open Forum). The Council President may combine specific agenda items for purpose of public comment and voting if there is no objection by attending Council Members, and if there is an objection, by majority vote.

Rule 2.2 OPEN FORUM

- A. At 6:00 p.m. on the third Monday of each month or as alternatively scheduled by the Council President, the Council shall hold a legislative session that includes an open forum.
- B. The open forum shall have 40 (forty) spaces of two minutes each available. Members of the public who did not speak at the last held open forum will be prioritized for spaces ahead of those who did speak during the last held open forum.
- C. When held in a location outside of City Hall, legislative sessions that include an open forum may be referred to as a Town Hall meeting. At Town Hall meetings, the neighborhood council representatives of the Council District where the Town Hall meeting is being held will be given preference to speak with Council during open forum and may be allowed additional time to speak at the discretion of the chair.
- D. At legislative sessions that include an open forum, the open forum will occur after Council consideration of legislative business. Insofar as practicable, the legislative agendas of these meetings should be limited to Council appointments and approval of Mayoral appointments, consent agenda items, and first reading ordinances. The Council will accept testimony on legislative items as provided in Rule 2.15 (Participation by Members of the Public in Council Meetings). The City Clerk and other staff shall not be required to remain in attendance at the Council meeting during the open forum as long as all other council agenda items have been completed during the legislative session.
- E. Members of the public can sign up for open forum using the online testimony sign up form beginning at 9:00 a.m. on the Tuesday immediately preceding the open

forum. Members of the public can also sign up for open forum in person outside Council Chambers beginning at 9:00 a.m. on the Tuesday immediately preceding the open forum. Open forum sign up will end at 6:00 p.m. on the night of the open forum. Each speaker must sign themselves up for open forum. 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.

- F. 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.
- G. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the City. "Affairs of the City" shall include (i) matters within the legislative, fiscal or regulatory purview of the City, (ii) any ordinance, resolution or other official act adopted by the City Council, (iii) any rule adopted by the City, (iv) the delivery of City services and operation of City departments, (v), any act of members of the City Council, the Mayor or members of the administration, or (vi) any other matter deemed by the Council President to fall within the affairs of the City, which determination may be overridden by majority vote of the Council members present. No person shall be permitted to speak in open forum regarding initiatives or referenda in a pending election. No person shall be permitted to display visual information during open forum, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the Council by emailing them at citycouncil2spokanecity.org. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings, including during open forum.

H.

Individuals speaking during open forum shall address their comments to the Council President and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

Rule 2.3 ADJOURNED MEETINGS

- A. At the conclusion of the legislative session, unless there is further business before the Council, the chair shall request a motion to adjourn the meeting until the next regularly scheduled Council meeting.
- B. Any meeting may be adjourned prior to the completion of the City Council's agenda to a place and time set by motion. Unless otherwise specified in the motion, the meeting will be adjourned to the place and time fixed for the next regular meeting.

If a regular meeting be adjourned to a place and time specified, that adjourned meeting is a regular meeting.

- C. If at the time fixed for the beginning of any meeting, or at any time in the course of a meeting, less than a quorum be present, the Council President, or in the President's absence any member, or if there are no Council Members present then the City Clerk, shall declare the meeting adjourned to the next regular meeting.
- D. If a meeting is adjourned prior to the completion of the City Council's agenda, all matters on the agenda not disposed of shall be continued to the adjourned meeting. The City Clerk or other person designated by the Clerk shall post a written notice of adjournment conspicuously on or near the main door of the place of any meeting which has been adjourned. The notice shall be posted as soon as possible after the adjournment and shall state the fact of adjournment and the place and time to which the meeting was adjourned.
- E. At 10:00 p.m., absent an adopted motion to remain in session to a time certain, the Council's regular meeting shall be adjourned by motion and action shall be continued to the next Legislative Session. If testimony on an item was not completed before the meeting was adjourned, it shall be continued to the next meeting without allowing for additional members of the public to sign up or for those who were able to testify at the first meeting to give testimony again unless significant changes have been made to the item, per the discretion of the presiding Council Member.
- F. In the event noise, disturbance, indecorum, or other circumstances disrupt council proceedings so as to render the orderly conduct of such meeting unfeasible, or if the removal of the individual(s) causing the disruption will not restore order, the Council President or presiding council member may request a motion to adjourn the meeting either to the next regularly scheduled council meeting or to an alternate place and time set by motion. Absent adoption of such a motion by a majority of council members present, the meeting shall continue, subject to the chair's discretion to remove disruptive individuals under Rule 2.13 (The Chair).

Rule 2.4 SPECIAL MEETINGS

Special meetings may be called by the city clerk on the written request of the mayor, council president, or, if by council members, by passage of a motion made during a regular meeting. All such special meetings shall be noticed in compliance with the OPMA and Rule 2.12 (Special Meeting Notices) of these Rules.

Rule 2.5 STUDY SESSIONS

A regular study session of the City Council is held every Thursday at 11:00 a.m. for receiving information on staff matters, staff briefings, and discussion among Council Members on issues of public concern. Study sessions are held in a workshop format, with

no public hearing, no Council action to dispose of any item unless the study session was noticed as a special meeting in compliance with the OPMA and Rule 2.12 (Special Meeting Notices) of these rules. A quorum of the Council is not necessary in order to proceed with a study session. Additional study sessions may be scheduled at the discretion of the Council President or by a vote of the majority of Council Members present at a public meeting of the Council.

Rule 2.6 QUORUM

A quorum is four (4) or more Council Members present and qualified to act unless a particular action requires the affirmative vote of more than four. The quorum for the adoption of an ordinance making an emergency expenditure as provided in RCW 35.33.081 and 35.33.091, adoption of an ordinance effective immediately under subsection 19(a)(1) of the Charter, and override of a veto as provided in subsection 16(b) is five (5).

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.
- C. When it is not obvious what service an animal provides, City staff may only inquire (1) whether the dog is a service animal required because of a disability, and (2) what work or task has the dog been trained to perform. City Staff shall not ask about the person's disability, require medical documentation, require a special identification card or training documentation for the dog, or ask that the dog demonstrate its ability to perform the work or task.
- D. Allergies and fear of dogs are not valid reasons for denying access or refusing service to people using service animals. When a person who is allergic to dog dander and a person who uses a service animal must spend time in the same room or facility, for example, in a school classroom or at a homeless shelter, they both should be accommodated by assigning them, if possible, to different locations within the room or different rooms in the facility.
- E. A person with a disability cannot be asked to remove their service animal from the

premises unless: (1) the dog is out of control and the handler does not take effective action to control it or (2) the dog is not housebroken. When one of these situations exists, City staff shall offer the person with the disability the opportunity to be present at the City Council meeting without the animal's presence.

- F. No person with a disability who uses a service animal will be isolated from other people or treated less favorably than another person in the conduct of a City Council meeting.
- G. City staff shall not be required to provide care or food for a service animal at a City Council meeting.

Rule 2.8 FUNCTIONS OF MEETING AGENDA

The agenda serves to introduce items to the Council, to establish the order of business and to give notice to the public. The notice of a special meeting is the agenda for such meeting.

Rule 2.9 INTRODUCTION OF ITEMS

- A. Legislation shall only be placed on a regular legislative meeting agenda by the Council President or any Council Member, through the process established in Rule 2.10 (Agenda Process), except as otherwise provided by Rule 2.18 (Suspension of Rules). No resolution or ordinance may appear for consideration on a legislative agenda for consideration by the full Council unless it has first been presented in a committee or study session and is sponsored by at least two council members, one of which must be an executive committee member of the standing committee on which the item appeared . Items for which six (6) months have elapsed since the discussion of the item at a committee meeting should be returned to committee for an additional discussion before appearing for consideration on the legislative agenda. Items that need consideration on a compressed timeline due to an unforeseen urgency or emergency may be added to an advance legislative agenda prior to being presented at a committee or study session with prior written permission from both the Council sponsor(s) and the Council President.
- B. Regular meeting agendas are prepared by the City Clerk in the manner and format prescribed by the City Council and consistent with administrative policies and procedures and these Rules.
- C. The term "legislation" in these rules means any ordinance, resolution, or contract approval. Legislation does not include a "special consideration," which is any item other than ordinance, resolution, or contract approval and may include, but is not limited to, council letters to outside agencies and special acknowledgements,

Rule 2.10 AGENDA PROCESS

- A. The process of submitting agenda items and preparing the agenda for all Council meetings shall be consistent with these Rules and any administrative policies and procedures governing Council meetings and agenda items. In a conflict between these Rules and an administrative policy and procedure, these Rules shall control.
- B. No agenda item, except for weekly reports of the mayor of pending claims and payments, payroll claims, Board/Commission/Committee appointments, and letters appearing under special considerations may appear on a legislative agenda without first appearing on a standing committee agenda, except as otherwise provided in Rule 2.9 (Introduction of Items).
- C. Agenda items submitted to a standing committee's preliminary agenda by administration staff must be submitted to the standing committee associated with the Division from which the agenda item originates, as illustrated in Attachment XXX.
- D. Agenda items submitted to a standing committee's preliminary agenda by council members should be submitted to the standing committee most closely associated with the subject matter of the item. Agenda items submitted by council members can be submitted to a standing committee unrelated to the subject matter of the item with the permission of the chair of the committee to which the item is being proposed.
- E. Proposed agenda items are added to a final committee agenda after securing confirmation from at least one executive committee member of the relevant standing committee that they will sponsor the item.
- F. To move out of a standing committee and onto a legislative agenda, Resolutions and Ordinances must secure two (2) Council sponsors, one of which must be an executive committee member of the standing committee on which the item appears..
- G. The timeline for formalizing standing committee meeting agendas follows the following process:
 - 1. No later than 5:00 p.m. on the Thursday occurring 11 calendar days before the desired committee meeting, suggested agenda items and briefing papers (for both consent and discussion items) shall be uploaded into OnBase.
 - a. At that time, both the agenda sheet and the briefing paper template should be filled out and must indicate whether the preparer prefers the item to be a consent item or a discussion agenda item.
 - b. Agenda items that require no discussion at committee meetings

(consent items) can be placed on any committee's agenda.

- c. Supporting attachments, including ordinances, resolutions and contracts, are due at this time except with express permission by the committee chair.
2. By 9:00 a.m. on the Friday occurring 10 calendar days before the desired committee meeting, items submitted into OnBase must receive all OnBase approvals and arrive in the committee queue. Items that do not receive all OnBase approvals by the above deadline may be added to both the preliminary and final committee agenda at the discretion of the committee chair or their designee.
3. Items originating from the Council office are not required to gain administration OnBase approvals to be added to both a preliminary and final committee agenda.
4. By close of business on the Friday occurring 10 calendar days before the committee meeting, the preliminary agenda should be sent out to all Council Members for review.
5. No later than 10:00 a.m. on the Wednesday immediately preceding the committee meeting, Council Member requests for additional information on any agenda item are due.
6. At any time between the distribution of the preliminary agenda and close of business on the Friday immediately preceding the standing committee meeting the executive committee members and administrative leads should meet at least once to create and/or finalize the agenda.
7. To be included on a committee's final agenda, the item must be sponsored by at least one executive committee member of the standing committee on which the item is to appear. If the item is submitted in compliance with the above committee deadlines and is sponsored by at least one executive committee member, it shall appear on the committee's final agenda.
8. After the final agenda is created, the administrative staff circulates the final agenda by close of business on the Friday immediately preceding the committee meeting.
9. Any deviation from the timeline for submitting agenda items (accepting agenda items past the deadlines for example), must be approved by the committee chair or their designee.

10. All committee agenda items must have at least one executive committee member identified as a sponsor of the item before being placed on a final committee agenda. Resolutions and Ordinances being placed on the consent portion of a final committee agenda must have at least two council members identified as sponsors when submitted, one of which must be an executive committee member of the standing committee on which the item appears. If staff need help identifying a sponsor, they should consult with the committee chair, vice chairs or their legislative assistants.
11. Resolutions and Ordinances must secure sponsorship from 2 (two) council members, one of which must be an executive committee member of the standing committee on which the item appears, in order to move forward onto a legislative agenda.

- H. Every agenda item shall be accompanied by a completed briefing paper in the format provided by the Council office. The presiding officer of the committee or Council President, as the case may be, may exclude an agenda item for consideration if the briefing paper lacks relevant and material information.
- I. The wording for the agenda item and the relevant information placed on the agenda sheet are to be provided by the person submitting the item. Plain language shall be used to accurately describe the item with the goal of making the item easily understood by the public. The Council President or their designee shall decide any disputes over wording unless verbiage is determined by a majority vote of the Council. The City Clerk and City Attorney's office staff may edit agenda items for grammatical or typographical errors.
- J. Each Council Member shall have the continuing duty to be familiar with all agenda items and all accompanying information.

Rule 2.11 NOTICE BY AGENDA

Except as provided below, the agenda is the only required meeting notice.

Rule 2.12 SPECIAL MEETING NOTICES

Notice of every special meeting shall be given in writing to every Council Member, Council staff, the Mayor, the City Attorney, and to all parties who have on file with the City Clerk a request for such notices. The notice shall be delivered personally, electronically, by mail, by facsimile or otherwise, so as to be received at least 24 hours before the meeting or as otherwise provided for in RCW 42.30.080. The notice shall state the place and time of the meeting and the business to be conducted. The Council shall not make final disposition of any matter not included in the notice. Notices of special meetings are prepared by the City Council Office staff and issued by the City Clerk's office. Submission

of legislative items for consideration at a special session need not conform to Rule 2.9 (Introduction of Items).

Rule 2.13 THE CHAIR

- A. The Council President, or in their absence or incapacity, the Council Member selected by the Council to serve as Council President *pro tem* pursuant to SMC 03.01.120(A) (each of whom is referred to in these Rules as “the chair”) shall preside over meetings of the Council and cause the business of the Council to be transacted in accordance with these rules. The presiding officer may yield the chair to another Council Member to conduct a portion of the meeting. If the Council President *pro tem* is unavailable, the Council Member with seniority of tenure on the Council shall preside.
- B. The chair shall determine all questions of parliamentary procedure, subject to appeal as provided in this Rule 2.13(B), but shall liberally grant leave to the City Council’s Policy Advisor and/or a city attorney to speak to the question. A ruling of the chair can be appealed, before the ruling is acted on, by any Council Member’s announcement of an appeal, which appeal is perfected by receiving a second. The chair shall then state the question in terms of upholding the ruling and may state the reasons for the ruling. Then the member appealing has the floor to open debate on the appeal. Upon the close of debate, the Council shall vote on the appeal.
- C. The chair may not make a motion. The chair may second a motion only if there is no other second and only for the purposes of discussion. The chair may vote as any other Council Member.
- D. The chair has the authority to recess a meeting in the appropriate circumstances, including when noise, disturbance, indecorum, or other circumstances warrant a recess. In the event disturbance, indecorum, or other circumstances disrupt council meeting, the chair may request a motion to adjourn pursuant Rule 2.3 (Adjourned Meetings). The chair may direct any person or persons disrupting the meeting to be removed from the chambers or to otherwise eliminate a source of disruption. In administering this rule the chair will be guided by the Council’s intent to support robust public, peaceful participation by the public.
- E. The chair has the authority to recess a meeting or call for adjournment as provided in these rules.

Rule 2.14 ORDER OF BUSINESS

- A. Briefing Session.

The regular order of business in a briefing session is as follows. The meeting chair may make adjustments to the order of business as needed. In the event of a double Briefing

Session, where both the Current and Advanced Agendas are to be briefed due to a meeting cancellation the previous week, the Current Agenda will generally be briefed first in order to ensure that the agenda is approved and amendments occur with time for staff to prepare for the public testimony sign in period.

1. Roll call;
2. Council or staff reports of matters of interest;
3. Staff or Council Member briefings regarding matters on the advance agenda;
4. Discussion of and any adjustments to the advance agenda for the following week's meeting;
5. Approval by motion of the advance agenda;
6. Any new background by staff or Council Members for items on the current agenda; and
7. Discussion of and any adjustments to the current agenda.

B. Executive Session.

The business of an executive session is determined case by case within the restrictions of the OPMA and other provisions of state law. The meeting minutes shall record the announced purpose of the executive session.

C. Legislative Session.

The regular order of business in a legislative session (without an open forum) is as follows. The meeting chair may make adjustments to the order of business as needed, including combining testimony on multiple items.

1. Pledge of Allegiance;
2. Words of inspiration and special introductions;
3. Roll call to establish the presence of a quorum;
4. Reading of proclamations and salutations;
5. Reports from community organizations;
6. Announcement of adjustments to the agenda;

7. Council appointments and approval of Mayoral appointments;
8. Reading of consent agenda items by the Clerk;
 - a. Testimony from members of the public concerning the consent agenda;
 - b. Request(s) by an individual Council Member, if any, to consider any specific consent agenda items separately from the consent agenda;
 - c. Action on the consent agenda;
9. Reading of each agenda item by the Clerk;
 - a. Report by staff and questions to staff;
 - b. Testimony from members of the public concerning the agenda item;
 - c. Deliberation by Council, and such further dialogue with staff and community members as Council may desire, including any motions by Council Members concerning the agenda item; and
 - d. Vote.
10. Adjournment.

D. Legislative Session with Open Forum.

The regular order of business in a legislative session with an open forum is as follows. The meeting chair may make adjustments to the order of business as needed, including combining testimony on multiple items.

1. Pledge of Allegiance;
2. Words of inspiration and special introductions;
3. Roll call to establish the presence of a quorum;
4. Announcement of adjustments to the agenda;
5. Council appointments and approval of Mayoral appointments;
6. Reading of consent agenda items by the Clerk;
 - i. Testimony from members of the public concerning the consent agenda;

- ii. Request(s) by an individual Council Member, if any, to consider any specific consent agenda items separately from the consent agenda;
 - iii. Action on the consent agenda;
- 7. Reading of each agenda item by the Clerk;
 - i. Report by staff and questions to staff;
 - ii. Testimony from members of the public concerning the agenda item;
 - iii. Deliberation by Council, and such further dialogue with staff and community members as Council may desire, including any motions by Council Members concerning the agenda item; and
 - iv. Vote.
- 8. Open Forum
- 9. Adjournment.

E. Town Hall Legislative Session with Open Forum.

Town Hall legislative sessions should be held at least once a year in each Council district. These meetings offer a time for Council to hear from residents and neighborhood councils at a meeting held outside of City Hall. The neighborhood council representatives of the Council District where the Town Hall is being held will be given preference to speak with Council during the open forum part of these meetings.

- 1. Pledge of Allegiance;
- 2. Words of inspiration and special introductions;
- 3. Roll call to establish the presence of a quorum;
- 4. Announcement of adjustments to the agenda;
- 5. Council appointments and approval of Mayoral appointments;
- 6. Reading of consent agenda items by the Clerk;
 - i. Testimony from members of the public concerning the consent agenda;

- ii. Request(s) by an individual Council Member, if any, to consider any specific consent agenda items separately from the consent agenda;
 - iii. Action on the consent agenda;
- 7. Reading of each agenda item by the Clerk;
 - i. Report by staff and questions to staff;
 - ii. Testimony from members of the public concerning the agenda item;
 - iii. Deliberation by Council, and such further dialogue with staff and community members as Council may desire, including any motions by Council Members concerning the agenda item; and
 - iv. Vote.
- 8. Open Forum
- 9. Adjournment.
- F.
- G. Items shall be acted upon in the order in which they appear on the agenda; provided, items may be taken out of order, combined, or separated at the chair's discretion, absent the objection of a majority of the Council. Items on the agenda may be grouped under various headings or sections and entire sections may be read and acted upon at one time at the discretion of the chair absent the objection of a majority of the Council.
- H. All City Council appointments or Mayoral appointments which require City Council approval shall be announced and voted upon by motion during the legislative session; provided, that the confirmation of mayoral nominations of department heads, the City Clerk, and the City Attorney, pursuant to Section 24 of the City Charter, shall be by resolution.

Rule 2.15 PARTICIPATION BY 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, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature.

- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or obscene speech, physically pounding the dais or other furniture, yelling, or personal comments or verbal insults about any individual will be permitted. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.
- 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 or city officials (including members of city boards and commissions) 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 Policy Advisor and/or a 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 harassing other attendees or risk being removed and/or prohibited from attending future meetings.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS

- 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 online testimony sign up form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true 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. The chair, absent a majority vote of the Council, has the authority to lower the three (3) minutes per speaker time limit by announcing the new, lower time limit at the legislative session. 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, special considerations, 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. No person shall be permitted to display visual information during their testimony, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the Council by emailing them at citycouncil2spokanecity.org.
- H. In addition to in-person or remote verbal testimony, testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.¹

Rule 2.17 VOTING

- A. Except where a majority plus one vote is required, (*e.g.*, Charter section 19, RCW 35.33.081), and unless otherwise provided herein, all motions must receive at least four (4) affirmative votes to pass.
- B. If a motion receives a majority of favorable votes, but less than four, and if further voting cannot produce four votes for any motion, either:
 1. The matter will be continued, or
 2. if it appears that because of disqualification or other reason the Council will not obtain four votes for any motion to dispose of the matter, it shall be declared that no action was taken, and the status quo shall prevail.
- C. Upon a tie vote, the status quo prevails on the matter upon which the vote was cast.
- D. The votes on any ordinance or formal resolution shall be individually taken and recorded. As to any other matter (such as motions), voting shall be by voice vote unless a member requests, prior to action on the next item of business, a roll call vote. Unless otherwise required due to the technical limitations of the specific

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

meeting method or forum, the alternative to voice vote shall be the electronic voting tally system currently in use in the Council Chambers.

- E. In all cases of voting by other than voice vote, the City Clerk shall record the names of those voting on each side of the question and of those abstaining. In cases of voice vote, it shall be sufficient for the chair to announce, and the record to reflect, whether the motion carried or failed. Regardless of method of voting, each Council Member shall have the right to explain the reasons for their vote and such a request shall be regarded as a point of personal privilege.
- F. A Council Member may abstain from voting on any matter before the Council if they have a direct personal or financial interest in the matter before the Council which is not held in common with other members of the Council. In order to abstain from voting, a Council Member must describe to the Council President the basis for the abstention in an open public meeting prior to the vote.

Rule 2.18 SUSPENSION OF THE RULES

These Rules may be temporarily suspended for a particular matter or meeting by the affirmative vote of five Council Members. Motions to suspend the rules must specify the general purpose of the suspension (e.g., “Motion to suspend the rules for the purpose of adding three items to the agenda”). A motion to suspend the rules does not relieve a council member from making a separate motion on the question that prompted suspension of the rules. By way of illustration, a motion to suspend the rules to “add three agenda items” still requires a separate and subsequent motion to add the three items to the agenda.

Rule 2.19 RECONSIDERATION

All legislative decisions of the City Council, including consent items, ordinances, resolutions, and hearing items are final, except that a Council Member on the prevailing side of a vote or who was absent for the vote may resubmit that item for reconsideration within 15 days of Council consideration or prior to the Mayor’s action on an ordinance, whichever occurs first. Nothing in this rule shall be deemed to prevent any Council Member from otherwise submitting an ordinance or resolution to repeal or modify a prior City Council action so long as such repeal or modification is added to the committee and Council agenda as provided in these rules.

Rule 2.20 PARTICIPATION BY TELEPHONIC OR VIRTUAL MEANS

- A. A Council Member may participate telephonically and/or virtually in all or part of a Council meeting if:
 - 1. Prior approval is given by the Council President for good cause, whose approval shall not be unreasonably withheld;

2. All persons participating in the meeting, including the public, are able to hear each other at the same time, such as by the use of a speaker phone; and
 3. The Council Member participating remotely shall have reviewed all of the applicable material and participated in the relevant portion of the Council meeting related to the topic to which the Council Member is voting on.
- B. Any technical prohibitions or difficulties that prevent all parties present at the Council meeting from adequately communicating with one another will negate any authorization previously given by the Council President.

RULE 3 – ADJUDICATIVE APPEALS AND HEARINGS

- A. Adjudicative hearings are quasi-judicial hearings involving named parties. Testimony during adjudicative hearings is limited to the parties involved in the hearing. Public testimony is not accepted in adjudicative hearings. Where procedures for appeals and hearings have been established by ordinance, the Council shall follow those procedures. If a conflict arises between the ordinance and Council rules, the ordinance shall prevail. Where there are no established procedures for an adjudicative appeal or hearing, the Council shall implement the following procedure.
- B. No person shall be allowed to discuss any matter pending hearing with any member or members of the Council except in the Council Chambers in the regular course of a Council meeting. Each Council Member shall vigorously strive to avoid any outside communication from anyone in any form concerning a matter pending hearing or decision. If an outside contact cannot be avoided, the Council Member shall immediately make a note of the contact and shall at the beginning of the Council's hearing on the matter announce the fact of the contact, the identity of the person, and the substance of the communication. If the communication be in written form, the Council Member shall as soon as possible file it with the City Clerk.
- C. When the Council's discussion and vote on a hearing item is at a meeting other than the hearing, it shall be the obligation of every Council Member participating in the action to be familiar with the facts in order to reach an informed, independent judgment. When a member discussing or voting on the matter was not present at the hearing, that member will have familiarized themselves with the hearing item based upon any audio or video recording of the hearing and all documents contained in the record. A Council Member shall not be briefed by anyone except in an open meeting.
- D. Council Members shall disqualify themselves from participating in a hearing whenever bias, interest, or other influences will prevent or appear to prevent them from exercising fair-minded, independent judgment on the facts and established

policy. Disqualifying influences include prejudgment of the issues that cannot be swayed by the facts in evidence, a partiality or personal bias for or against a party, and a personal pecuniary interest in the subject matter. Examples of disqualifying bias include a close personal, family, or business relationship with a party, ownership of property the value of which might be affected by the decision, and a business or personal financial situation that might be affected by the decision.

- E. Should a Council Member be aware of circumstances which might appear to disqualify them, they can either disqualify themselves or explain the circumstances before the hearing and let the rest of the Council, by majority vote, decide whether they can participate. Should the Council be aware of circumstances which might appear to disqualify a member, the Council may, by majority vote, disqualify the member. The Council's discussion concerning disqualification of a member may occur in executive session. A disqualified member shall be absent from the dais during the hearing and during discussion and voting.
- F. In all adjudicatory appeals and hearings, Council Members are acting in their quasi-judicial capacity and shall comply with all applicable provisions of state law including the appearance of fairness doctrine (Chapter 42.36 RCW) and the code of ethics for municipal officers in contract interests (Chapter 42.23 RCW).
- G. Adjudicatory Appeal Hearing Procedures.

At the hearing on the appeal, the following rules apply:

1. Oral argument on appeal is limited to parties of record.
2. Oral argument on appeal is limited to thirty minutes per side. If there is more than one appellant or more than one person wishing to present oral argument on appeal, the total time allowed to all such persons is thirty minutes. Any time reserved for rebuttal or surrebuttal is deducted from the time allowed for opening argument. Time taken to respond to questions from the City Council is not deducted from the time allowed for argument.
3. Argument is presented first by the appellant in support of the appeal followed by the respondent in opposition to the appeal.
4. No new evidence may be presented during oral argument. Matters found by the hearing officer or body to be facts in the record are presumed to be true and accurate. Oral argument is limited to stating why the record does or does not support the decision.
5. The City Council may not consider any new facts or evidence on appeal. The City Council's review of appeals is limited to the record prepared by the hearing officer or body, including the verbatim transcript of the hearing, the written appeal, memoranda submitted, and, if permitted, oral arguments presented in

accordance with the requirements of this section. Closed record appeals before the City Council must be concluded within 90 days of the date the appeal is filed unless all parties agree to a longer period.

6. Supplemental documents.

- a. The parties to the appeal may file memoranda regarding the appeal. Such memoranda must be filed by the agenda deadline for the meeting preceding the meeting set for consideration of the appeal.
- b. Any replies to the memoranda must be filed by the agenda deadline for the meeting set for consideration of the appeal.
- c. The City Clerk distributes such memoranda and responsive documents to all parties to the appeal, the City Council, the City Attorney, the Planning Director, and the Hearing Examiner.
- d. Neither memoranda nor responses may contain any new facts or evidence or discuss matters outside the record. They are limited to stating why the record does or does not support the decision.

H. The City Council may supplement these rules in a case-by-case situation in order to provide due process to all participants in a hearing.

RULE 4 – ORDINANCES AND FORMAL RESOLUTIONS

Rule 4.1 UPLOADED ITEMS FOR COMMITTEE AND COUNCIL CONSIDERATION

- A. All agenda items, including ordinances and resolutions shall be uploaded into OnBase no later than 5:00 p.m. on the Thursday occurring 11 calendar days before the desired committee meeting. All items that have been submitted into OnBase must receive all OnBase approvals required to arrive in the committee queue by 9:00 a.m. on the Friday occurring 10 calendar days before the desired committee meeting. Items that do not arrive in the committee queue by 9:00 a.m. on Friday may not be added to the preliminary committee agenda when it is released. If an item is expected to be late and is emergency in nature, prior written approval must be obtained from the committee chair or their designee for the item to be added to the committee's agenda. Items that do not receive all OnBase approvals required may be added to a committee agenda at the discretion of the committee chair or their designee.
- B. After presentation at committee, so long as council sponsorship requirements are met as provided in Rule 2.10 (Agenda Process), the Council Office Director, or their designee, will approve items to move forward to the Clerk for consideration at a future Council legislative session. All items, whether discussion or consent, will remain in the Council queue and will not advance

- toward a legislative agenda until having gone through committee unless granted permission to be considered on a compressed timeline as established in Rule 2.9 (Introduction of Items).
- C. To accommodate narrow construction windows, engineering construction contract briefing papers may be submitted to committee prior to bid opening as long as the item includes the engineer's cost estimate and estimated construction timeline. When final construction contract information is received, these items may be re-submitted to the Council Office Director, or their designee, for submission to the Clerk for consideration at a future Council legislative session.
 - D. An ordinance or resolution must have been filed with the Clerk prior to the meeting of which it is an agenda item. No ordinance or resolution, except emergency measures, shall be passed until it has been on file with the Clerk for at least three (3) business days, including the day of the Council meeting.
 - E. If an ordinance or resolution has not been on file with the Clerk for at least three (3) business days, its reading shall be a reading in full. If an ordinance or formal resolution has been so pre-filed, it shall be sufficient reading to read its title or a summary.
 - F. Each ordinance or resolution shall have a succinct, plain-language title and summary which briefly describes its purpose and effect. The agenda sheet for every item shall, when filing the same with the City Clerk, specify the committee of origin for the ordinance or resolution and the names of the Council Members who are sponsoring the ordinance or resolution. Subject to Rule 2.18 (Suspension of Rules), every ordinance or resolution must be first presented in a committee before it may appear on the Council's agenda for first reading (for ordinances) or for Council consideration (for resolutions).
 - G. Each ordinance or resolution which would have an impact on the fiscal condition of the City must note that fact on the agenda sheet and be accompanied by a brief description of the fiscal impact of the ordinance or resolution on the current year's budget.

Rule 4.2 AMENDMENT AND SUBSTITUTION

- A. "Amendment" of legislation pertains only to legislation on the agenda and occurs at the time proposed legislation is under debate by the Council, and may be offered by motion by any Council member. "Substitution" of legislation occurs prior to debate of proposed legislation and may only be made by sponsors of the ordinance or resolution. Amendments and substitutions are permitted only as provided in this Rule 4.2.
- B. Every proposed amendment shall be in writing and circulated to the City Clerk and City Council members and staff prior to 10:00 a.m. on the Friday immediately preceding Council consideration; provided, amendments making clerical or

technical corrections may be articulated orally during debate.

- C. Proposed amendments shall be included in the current agenda packet for the benefit of public review and Council consideration and shall be identified by the Council Member proposing them (e.g., “The Council Member [LAST NAME] Amendment to ORD CXXXXX”).
- D. A substitution of all or a portion of the wording of an ordinance or resolution which is to be listed on an advance Council agenda may be submitted by the majority of sponsors of the ordinance or resolution without Council approval, so long as the substitution is in writing and circulated to all Council Members and the City Clerk by no later than 10:00 a.m. on the Friday immediately preceding the meeting at which the ordinance or resolution is to appear on an advance agenda.
- E. Any motion to amend an ordinance or resolution shall require four (4) affirmative votes to pass. Any motion to suspend the requirements in this Rule 4.2 shall require five (5) affirmative votes to pass.
- F. Amendments and substitute versions not filed with the City Clerk at least three days before the meeting, whenever reasonably possible, shall be posted for public viewing on the City Council Facebook page or other similar channels so that interested members of the public may review during Council’s consideration of the matter.
- G. The deletion of an emergency clause converts the ordinance to a regular ordinance which requires a second reading at a subsequent meeting. The addition of an emergency clause requires the ordinance to be deferred to allow public hearing.

Rule 4.3 SUBJECT MATTER

The Council shall not consider or pass any ordinance or resolution the subject matter of which is not directly related to local affairs or municipal business or if action by the City Council does not result in the adoption of a new or amendment to an existing ordinance or resolution or affect any City policy or practice.

RULE 5 – PROCESSING ORDINANCES

Rule 5.1 PUBLICATION, SIGNATURE AND RECORDING

- A. An ordinance passed by the City Council shall, within five (5) days thereafter, be presented to the Mayor.
- B. An ordinance:
 - 1. Making the annual tax levy,

2. Adopting the original annual budget,
3. Making appropriations,
4. Implementing a local improvement district or confirming the assessments therefor,
5. Which is an emergency or special budget ordinance,
6. Which is an emergency ordinance, or
7. Which has been approved by the electors by referendum or initiative

shall become effective immediately upon passage.

- C. Ordinances signed by the Mayor, and the approved parts of ordinances that have been partially vetoed, will thereupon be filed with the Clerk for recording and publication if not already published.
- D. Ordinances not signed by the Mayor after ten (10) days will be filed with the Clerk for signature, recording and publication as necessary.

Rule 5.2 VETO

If, within ten (10) days of presentment, the Mayor vetoes an ordinance or part of an ordinance, the ordinance or part thereof, along with the veto message (if any), is returned to the City Council, which shall provide a copy to the City Clerk. The City Clerk shall schedule the matter for reconsideration for the next available Council meeting, if requested by a City Council Member. If, within thirty (30) days of the Mayor's veto or partial veto, the City Council overrides the veto, the ordinance shall be considered enacted on the date that the override occurs and shall take effect 30 days after enactment. Such ordinance will be signed by the Council President, Council President Pro Tem, or two Council Members and filed with the City Clerk for publication and recording. Any ordinance vetoed by the Mayor, and for which no veto override has been passed by the Council, may be resubmitted for Council approval as provided in Rule 2.19 (Reconsideration).

RULE 6 – COMMITTEES

Rule 6.1 STANDING COMMITTEES – ESTABLISHMENT AND MEMBERSHIP

A. There shall be four (4) standing committees, as follows:

1. Public Safety and Community Health;

2. Urban Experience;
3. Public Infrastructure, Environment and Sustainability;
4. Finance and Administration.

- B. All Council Members shall be members of each standing committee. Standing committee meetings shall be noticed as meetings of the Council where no legislative action shall occur.
- C. The Council President shall chair each study session, Briefing Session and Legislative Session of the City Council. All committee chairs and vice-chairs shall be determined by majority vote of the Council and shall preside over the meetings of their respective committees.
- D. Each standing committee shall have an executive committee comprised of three council members: the committee chair and the two (2) vice chairs. The Council shall confirm executive members of each standing committee by resolution adopted no later than the second meeting in January of each year or as soon thereafter as possible.

Rule 6.2 COMMITTEE PROCESS

- A. The purposes of standing committee meetings are first to provide Council Members an opportunity to discuss potential legislation publicly and second to provide the city administration and city staff an opportunity to update Council Members regarding department programs, plans, and other administrative activities and future City Council administrative items, to brief the Council on future legislative agenda items, and to discuss strategic initiatives with the City administration and measuring progress of these initiatives. Legislative agenda items should be in final or close to final draft form at the committee presentation. Council Members should also utilize standing committees to update each other on their board, committee, and commission assignments,
- B. All standing committees shall be video recorded and open to the public using the appropriate method (i.e., webcasting or streaming when physical presence is not possible due to law or regulation) except during such time as the committee is in executive session consistent with the OPMA. No public testimony is taken during standing committee meetings. Participation in a standing committee meeting shall be limited to standing committee members, appropriate staff and other individuals recognized by the committee. Upon motion of the City Council, a standing committee meeting may be conducted as a meeting of the full City Council, in which case, a special meeting notice shall be issued, and the meeting shall be conducted in a study session format. Administrative support for each committee will be provided by Council office staff.

C. Each committee shall meet monthly at 1:15 p.m. in the Council Chambers, except where cancelled or rescheduled to a different time at the discretion of the chair, in the following order:

1. Public Safety and Community Health: First Monday of each month
2. Urban Experience: Second Monday of each month
3. Public Infrastructure, Environment, and Sustainability: Third Monday of each month
4. Finance and Administration: Fourth Monday of each month
5. If there is a fifth Monday in a month, that date is reserved for an additional study session if needed and as convened by the Council President.
6. If a committee meeting falls on a scheduled City Holiday, the meeting will be canceled unless there is an available Monday without a scheduled committee that it can be rescheduled to.

D. Committee meeting agenda are formalized pursuant to Rule 2.10 (Agenda Process).

The regular order of business for committee meetings is determined by the committee chair.

E. Each item presented in committee must be accompanied by a briefing paper, using the Briefing Paper Template attached as an exhibit to these Rules, and any additional briefing or research documents necessary, unless waived in the particular case by the committee chair.

F. Each ordinance or resolution must be presented by the Council sponsor or their designee in the appropriate committee which corresponds to the subject matter of the ordinance or resolution before it may move forward for inclusion on the Council's legislative agenda. With written permission from both the Council President and one of the executive committee members of the standing committee under which the item would normally fall, this requirement may be met by conducting a presentation of the item in a regular Council study session which has been noticed as a public meeting.

G. By motion of the Council, any matter before the Council may be referred to a committee, except that no committee shall investigate the facts of, nor shall any member or members of the Council take independent action on, any pending or contemplated adjudicated matters.

Rule 6.3 INTER-GOVERNMENTAL COMMITTEES AND BOARDS

Unless governed by other regulations, statutes, or ordinances, the nomination of the full slate of Council Members to inter-governmental committees or boards shall be made by the Council President, subject to confirmation by a majority of the City Council. All appointments shall be made consistent with the governmental documents creating the inter-governmental committee. The Council President shall appoint proxies to attend meetings when the assigned Council Member is unable to attend a meeting.

Rule 6.4 AD HOC COMMITTEES AND WORKING GROUPS

Council ad hoc committees, also known as working groups, with specified functions may be established for a designated term or for a specific task or to advise the Council on specific subject matter, by resolution. Unless specified in the resolution which created the ad hoc committee, matters of committee business such as the appointment process and qualifications for membership, the number of members, and the deadline for any resulting reports of the ad hoc committee shall be determined by the committee itself. Working groups shall not include more than three Council Members unless the meetings of such a working group publishes notices of its meetings consistent with the OPMA.

Rule 6.5 BOARDS AND COMMISSIONS APPOINTMENT PROCESS

City Council shall interview Mayoral nominees for appointment to boards and commissions prior to considering their appointment and shall take action on each such nomination in an open public meeting. Re-appointments do not require an interview unless requested by a Council Member.

RULE 7 – MISCELLANEOUS

Rule 7.1 COUNCIL POSITION VACANCY

- A. Upon receipt of a written notice of a vacancy or an impending vacancy of a City Council position other than that of Council President, the Council President or designee shall announce the vacancy within seven (7) days of the receipt of the vacancy notice occurring and call for interested parties to submit their applications for consideration by a deadline stated by the Council President set with concurrence of the Council.
- B. Upon the close of the deadline, each Council Member shall review the applications, interview on an individual basis whichever applicant(s) they desire to interview and send the Council President a prioritized list of who they believe should be interviewed by the entire City Council.
- C. The Council President shall compile the Council Members' prioritization of candidates to be interviewed and schedule the top-ranked candidates to be

interviewed by the entire City Council. Additional candidates may be selected for interviews by a majority vote of the Council. Once the slate of candidates to be interviewed by the entire council is announced, no Council Member may communicate with any candidate outside of the formal interview by the entire Council.

- D. The Council shall conduct interviews of each individual candidate selected for interviews in an open public meeting. No public comment is permitted in such public meetings.
- E. Upon completion of the interviews, the Council, pursuant to RCW 42.30.110(1)(h), may go into executive session to evaluate the qualifications of each candidate.
- F. The Council shall take final action by resolution appointing a candidate to fill the vacancy during an open public meeting.
- G. Provisions regarding the selection of a candidate for a City Council vacancy not set forth by these rules shall be determined by the City Council by motion during an open public meeting.
- H. If the Council President position becomes vacant, the City Council may elect to appoint one of the existing Council Members to fill the position of Council President without following the selection procedure set forth above. If, upon a motion of the City Council, the City Council decides to consider someone other than an existing Council Member to fill the vacant position of Council President, the City Council shall follow the selection procedure set forth above.

Rule 7.2 COUNCIL MEMBER DISCIPLINE

Council Members may be subject to disciplinary action only by motion adopted by the affirmative vote of five (5) members of the Council, taken in an open public meeting. Disciplinary action may be based on violation of these Rules, the City Ethics Code (SMC 01.04A), or any standards of behavior expected of elected officials, including apparent conflicts of interest, and may include, without limitation, censure, removal from membership on a standing committee, or removal from membership on an intergovernmental board or commission. Nothing in this rule shall be deemed to prevent the Council from adopting a non-binding resolution formally admonishing, rebuking or denouncing any other elected official, to the extent otherwise permitted by law.

Rule 7.3 COUNCIL STAFF

- A. Each Council Member has the sole authority to hire, direct, and discharge one legislative assistant.
- B. While all Council Members have the authority to direct a member of shared council office staff, pursuant to Charter Section 9 and SMC 02.005.030, the

City Council delegates the power to hire, supervise and discharge central Council office staff to the Council President, subject to reversal by a vote of the majority of the Council Members other than the Council President.

Rule 7.4 COUNCIL OFFICE BUDGET

- A. Any Council Member may propose to allocate funding from the approved Council office budget beyond that which is reserved for the salaries of Council Members, personal staff, and approved shared council office staff.
- B. All Council office budget allocation proposals over \$10,000 that differ from the adopted Council budget must be approved by the affirmative vote of four (4) Council Members at an open public meeting.
- C. On at least a quarterly basis, Council's Budget Manager shall make available to all Council Members a report on the status of and balances of all individual line items in the Council office budget. The Manager will also work with the Administration to pursue dashboard capability for public and Council review of all City budget line items.

Rule 7.5 COUNCIL MEMBER AND STAFF ORIENTATION

- A. New Council Members and newly appointed staff shall receive on-boarding and orientation meetings and information within thirty (30) days of their swearing-in or appointment.
- B. Orientation materials shall be generated by shared Council Office Director in consultation with the Central Staff and shall consist of at least the following:
 - 1. Charter and Spokane Municipal Code overview;
 - 2. Overview of the city's budget process and statutory budget requirements;
 - 3. Overview of the Council rules of procedure and meeting process, including the process for public sign-up for testimony;
 - 4. Summary of often-cited parliamentary process (i.e., motions, decorum, etc.);
 - 5. Overview of all standing and outside boards and commissions to which Council Members are appointed, including their functions, history, and composition;
 - 6. Overview of policies and procedures relating to the publication of Council materials and use of social media; and .

7. Completion of open government training as set forth in Administrative Policy No. 0520-17-06 and RCW 42.30.205.

Rule 7.6 COUNCIL MEMBER RESPONSIBILITIES

- A. A time commitment of approximately 30-50 hours per week is normally required to adequately fulfill the role of City Council Member.
- B. Unless excused by the Council President or committee chair, as applicable, Council Members must attend the following recurring engagements:
 1. City Council administrative and legislative sessions each Monday;
 2. Standing committee Meetings on Mondays as scheduled;
 3. Weekly study sessions, as scheduled by the Council President;
 4. Ad hoc working groups as assigned;
 5. Outside boards and commissions as assigned (typically between 6-9);
 6. Neighborhood Council meetings from their respective Council District on a regular basis but not necessarily every scheduled meeting (typically at least two a week district wide during each of the first three weeks of a month);
 7. Constituent meetings as necessary;
 8. Staff meetings as necessary;
 9. Other Council Member meetings as necessary; and
 10. Community events as time permits.
- C. Notwithstanding the provisions of this Rule, nothing in these Rules preclude the administration from providing onboarding and orientation as to the activities and procedures followed by administration staff.

Rule 7.7 CITY COUNCIL PLANNING

- A. Council shall consider annual Council Member appointment to boards, commissions, and committees by resolution no later than the second Council meeting of each calendar year.
- B. Council shall consider the Plan Commission's annual work program by resolution

no later than February 28 of each calendar year.

- C. Council shall consider annual changes to the Council Rules by resolution no later than February 28 of each calendar year. Additional adjustments to the rules may be made by resolution.
- D. The Council President or their designee shall schedule a Council Retreat annually prior to February 28 of each calendar year. Additional retreats may be scheduled throughout the year at the Council President's discretion.

Rule 7.8 LEGAL INQUIRIES

All inquiries by council members and council staff to the City Legal Department regarding City Charter provisions, any proposed or existing ordinance, any proposed or existing resolution, or any rule or procedure shall be directed to the appropriate attorney and the City Attorney with a copy sent to the City Council Policy Advisor and the City Council Office Director, who shall forward the Legal Department's response to the inquiry to the full council. All other inquiries may be directed to the City Attorney alone, and the response from the Legal Department to the individual council member's inquiries shall not be forwarded to the City Council Policy Advisor and City Council Office Director. All inquiries to and responses from the Legal Department, regardless how originated, shall remain confidential privileged communication unless the privilege is waived by the full council pursuant to its rules. During legislative debate or other public meetings, council members shall refrain from disclosing the content of legal advice provided by the City Legal Department or outside counsel, except to disclose (a) the fact that the City Legal Department was consulted on a matter, and (b) that based on said legal advice, the council member is adopting a particular position regarding the matter discussed with the City Legal Department. For example, the following statements would comply with this rule:

"I consulted with City Legal on this legislation, and I think the proposal needs more work before we adopt it."

"This resolution was forwarded to City Legal. Based on their review of this resolution, I am not supporting it."

"City Legal reviewed this contract. Therefore, from a legal standpoint I see no reason not to approve it."

Adopted by Resolution 2024-_____ (date)

Exhibits:

Briefing Paper template

(Exhibit)

Committee Agenda Sheet *Select Committee Name*

| | |
|---|--|
| Committee Date | |
| Submitting Department | |
| Contact Name | |
| Contact Email & Phone | |
| Council Sponsor(s) | Please enter the name of the Council Sponsor(s) |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | |
| Proposed Council Action | <input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only |
| Summary (Background) | |
| *use the Fiscal Impact box below for relevant financial information | |
| Fiscal Impact | |
| Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| Total Cost: Click or tap here to enter text. | |
| Current year cost: | |
| Subsequent year(s) cost: | |
| Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue | |
| Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A | |
| Specify funding source: Select Funding Source* | |
| Is this funding source sustainable for future years, months, etc? Click or tap here to enter text. | |
| Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | |

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

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

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/08/2024**Committee Agenda type:** Discussion**Date Rec'd**

1/3/2024

Clerk's File #

RES 2024-0007

Renews #**Cross Ref #****Council Meeting Date:** 01/22/2024**Submitting Dept**

CITY COUNCIL

Project #**Contact Name/Phone**

CM ZAPPONE 3256

Bid #**Contact E-Mail**

ZZAPPONE@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Resolutions

Council Sponsor(s)

ZZAPPONE KKLITZKE

Agenda Item Name

0320 - RESOLUTION IN SUPPORT OF SPOKANE PUBLIC SCHOOLS BOND/LEVY

Agenda Wording

A Resolution stating the Spokane City Council's support for PROPOSITION NO.1 entitled, "REPLACEMENT OF EXPIRING EDUCATIONAL PROGRAMS AND OPERATION LEVY," and PROPOSITION NO.2 entitled, "BONDS TO REPLACE, MODERNIZE AND IMPROVE AGING SCHOOL FACILITIES"

Summary (Background)

An educational programs and operation replacement levy is a request by a school district to the voters of the school district to continue local property taxes to help supplement basic education programs and activities not funded by the state that are necessary for the district to provide students with an educational experience that meet student needs and prepare them for their desired post-secondary opportunities.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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#

\$

#

Committee Agenda Sheet

Urban Experience Committee

| | |
|--|--|
| Submitting Department | City Council |
| Contact Name | Jeff Gunn |
| Contact Email & Phone | jgunn@spokanecity.org 509-828-7655 (work cell) |
| Council Sponsor(s) | Zappone |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 |
| Agenda Item Name | Resolution in Support of Spokane Public Schools Bond/Levy |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>An educational programs and operation replacement levy is a request by a school district to the voters of the school district to continue local property taxes to help supplement basic education programs and activities not funded by the state that are necessary for the district to provide students with an educational experience that meet student needs and prepare them for their desired post-secondary opportunities. The Feb. 13 replacement levy maintains essential services and positions to serve students, including nursing services, library services, school support services, school building services, counselors, extracurricular activities and more.</p> <p>A bond gives local communities the opportunity to fund new or modernized schools, facility improvements and security enhancements. Bond monies cannot be used to operate schools and fund programs.</p> |
| Proposed Council Action | Vote to approve January 22 |
| Fiscal Impact | |
| Total Cost: Click or tap here to enter text. | |
| Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | |
| Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Specify funding source: Click or tap here to enter text. | |
| Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? | |
| This resolution states the Spokane City Council's support of the upcoming Spokane Public Schools bond and levy ballot proposals. Both proposals raise funding for our public school system, which provides quality education and extracurricular activities to students of all backgrounds in Spokane. | |
| 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?

Spokane School District No.81 collects data on funding raised via the levy and bond and how that money is appropriately spent.

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

N/A

RESOLUTION NO. 2024-0007

A Resolution stating the Spokane City Council's support for PROPOSITION NO.1 entitled, "REPLACEMENT OF EXPIRING EDUCATIONAL PROGRAMS AND OPERATION LEVY," and PROPOSITION NO.2 entitled, "BONDS TO REPLACE, MODERNIZE AND IMPROVE AGING SCHOOL FACILITIES" submitted by the Spokane School District No.81 Board of Directors for the February 13, 2024 Special Election.

WHEREAS, the Spokane School District No.81 Board of Directors adopted Resolution 2023-0014 and Resolution 2023-0015 on November 1, 2023; and

WHEREAS, these resolutions provide ballot propositions for the February 13, 2024 Special Election which ask for community support for a bond and a levy; and

WHEREAS, Proposition 1 is a renewal of an existing levy and not a new tax; and

WHEREAS, the Spokane Public Schools levy helps supplement basic education programs and activities not funded by the state that are necessary for the district to provide students with an educational experience that meets student needs and prepare them for their desired post-secondary opportunities; and

WHEREAS, the Spokane Public Schools levy accounts for 14 percent of their annual operating budget and funds teachers for lower class sizes, advanced placement courses, special education, counselors, nurses, librarians, sports, clubs, music programs, and curriculum materials; and

WHEREAS, Proposition 2, if approved by the voters, will fund construction projects, building improvements, technology, and security systems; and

WHEREAS, Proposition 2 continues the current rate and is not an increase; and

WHEREAS, Spokane Public Schools is committed to providing quality, safe, durable, and well-designed learning environments for students and staff; and

WHEREAS, Spokane Public Schools conducted community outreach to gather constituent thoughts and questions about the proposed options and projects that should be a high priority for the financing by Proposition 2; and

WHEREAS, these bond projects will include the replacement of Adams Elementary School, the replacement of Madison Elementary School, updates to North Central High School and Gary Middle School, and future design work; and

WHEREAS, the Spokane Public Schools bond and levy will benefit all schools and all City Council districts throughout the City of Spokane; and

WHEREAS, the City of Spokane has a strong history of community investment in its schools; and

WHEREAS, the City of Spokane understands schools are the social foundation of our community and provide economic mobility to our students; and

WHEREAS, the City of Spokane believes quality education is essential to the well-being of all; and

WHEREAS, the City of Spokane remains committed to the proud tradition of providing quality education for our children;

NOW, THEREFORE, BE IT RESOLVED that the City of Spokane and the Spokane City Council strongly support PROPOSITION NO.1 entitled, "REPLACEMENT OF EXPIRING EDUCATIONAL PROGRAMS AND OPERATION LEVY," and PROPOSITION NO.2 entitled, "BONDS TO REPLACE, MODERNIZE AND IMPROVE AGING SCHOOL FACILITIES," both submitted by the Spokane School District No.81 Board of Directors.

Passed by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/08/2024**Committee Agenda type:** Discussion**Date Rec'd**

12/22/2023

Clerk's File #

RES 2024-0008

Renews #**Cross Ref #****Council Meeting Date:** 01/22/2024**Submitting Dept**

CITY COUNCIL

Project #**Contact Name/Phone**

ALEX GIBILISCO X6957

Bid #**Contact E-Mail**

AGIBILISCO@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Resolutions

Council Sponsor(s)

BWILKERSON ZZAPPONE

Agenda Item Name

RESOLUTION AGAINST ANTISEMITISM AND ISLAMOPHOBIA

Agenda Wording

Council Resolution expressing City's desire to be an inclusive, respectful, and just city and to stand up against hate, antisemitism, and Islamophobia.

Summary (Background)

This resolution affirms that Spokane will continue to be an inclusive, respectful, and just city that is proud of its mosaic of people of diverse cultures, faiths, beliefs, and identities. Council and a diverse group of community members that are impacted by the conflict between Israel and Hamas worked together to draft the proposed resolution to stand up against hate, antisemitism, and Islamophobia.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Not applicable. No fiscal impacts.

Amount**Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Agenda Sheet

Urban Experience Committee

| | |
|---|--|
| Submitting Department | City Council Office |
| Contact Name | Alex Gibilisco |
| Contact Email & Phone | agibilisco@spokanecity.org |
| Council Sponsor(s) | CM Zappone; CP Wilkerson |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Resolution against antisemitism and Islamophobia |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>A resolution affirming that Spokane will continue to be an inclusive, respectful, and just city that is proud of its mosaic of people of diverse cultures, faiths, beliefs, and identities, and to celebrate both our individuality and commonality.</p> <p>Recognizing that there are moments, conflicts, issues that separate and pit community members in opposition to each other. At the request of community members, Council brought together a diverse group of community members that are impacted by the conflict between Israel and Hamas to draft a proposed resolution that reflected the impacts felt locally and abroad, and the desire to come together as a community and to together standup against hate, antisemitism, and Islamophobia.</p> <p>The resolution expresses the City Council’s solidarity with those whose lives have been forever altered by the conflict between Israel and Hamas. The Council envisions a world where every life is cherished and valued as equal - where all humanity lives in peace, freedom, and safety.</p> |
| Proposed Council Action | Urban Experience – January 8, 2024 Council Action -- January 22, 2024 |
| Fiscal Impact | |
| Total Cost: Click or tap here to enter text. | |
| Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> N/A | |
| Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Specify funding source: Click or tap here to enter text. | |
| Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? | |
| This resolution is a statement by council that was drafted along with leaders in the Jewish and Muslim communities, and other residents with connections to Israel and Palestine. | |

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

The resolution states the Spokane City Council will continue to support policy that improves the City's process for reporting hate crimes, incidents, and threats, as well as supporting enhanced community-based structures for the people and communities affected, and supporting the Office of Civil Rights, Equity, and Inclusion. The resolution encourages people to report incidents of hate to Human Rights Spokane.

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

Not applicable

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

Not applicable

RESOLUTION NO. 2024-0008

A resolution of solidarity with those whose lives have been forever altered by the conflict between Israel and Hamas. We envision a world where every life is cherished and valued as equal - where all humanity lives in peace, freedom, and safety.

WHEREAS, the City of Spokane has taken great steps to promote and foster inclusivity, diversity, anti-racism, and belonging and is committed to ending the spread of hate, bigotry, and harassment based on race, color, religion, national origin, ethnicity, sex, gender, gender identity and expression, sexual orientation or any other protected characteristic as defined by law; and

WHEREAS, as set forth in SMC 01.03.030, the official motto of the City of Spokane is “In Spokane, We All Belong”; and

WHEREAS, the City of Spokane wishes to affirm its commitment to the well-being and safety of all of its community members and to ensure that they will be protected and their rights respected; and

WHEREAS, the City of Spokane recognizes the significance international conflicts have on a local scale; and

WHEREAS, profound collective grief has followed Hamas’ attack and Israel’s military response, and the resulting humanitarian crises. We mourn the lives lost and continue to hold Israeli and Palestinian victims, and their families and loved ones, in our hearts and thoughts; and

WHEREAS, if you are Palestinian, Israeli, Jewish or Muslim and/or have connections to the region and live in Spokane, we are glad you’re here. You make Spokane a better place to live, and we want you to feel that you belong here. People should be able to attend school, go to work, and live their lives without the threat of violence regardless of where they live, what they look like, or how they worship; and

WHEREAS, our hearts are with Spokane community members who are hurting, including those who are worried for the safety of their loved ones, or mourning loved ones they have already lost; and

WHEREAS, we yearn for the swift recovery of the injured, the safe release of those taken hostage, the safe return of those displaced, taken from their homes, or detained and or incarcerated unlawfully, and we welcome and support efforts to ensure that basic necessities of food, water, medicine, and other services are provided to the civilian population caught in the midst of war; and

WHEREAS, we recognize that the local Israeli, Jewish, Palestinian, and Muslim communities are not responsible for the actions of the Israeli government or Palestinian militant groups such as Hamas; and

WHEREAS, we emphasize the sanctity of all human life and stand firm against any violence towards the most vulnerable, especially children; and

WHEREAS, this conflict is a stark reminder of the global struggles for equity, justice and peace that have unfolded over centuries and millennia. We stand in solidarity with those whose lives have been forever altered by this tragedy. And we envision a world where every life is cherished and valued as equal - where all humanity lives in peace, freedom, and safety.

NOW, THEREFORE, BE IT RESOLVED, the Spokane City Council affirms that Spokane will continue to be an inclusive, respectful, and just city that is proud of its mosaic of people of diverse cultures, faiths, beliefs and identities, and to celebrate both our individuality and commonality; and

BE IT FURTHER RESOLVED, the Spokane City Council affirms the basic rights of all people to live, love, learn, work, and worship in a safe environment free from discrimination, intimidation, threats or fear; and

BE IT FURTHER RESOLVED, the Spokane City Council affirms that all human beings should have uninhibited access to water, food, healthcare, medical supplies, electricity, or basic needs; and

BE IT FURTHER RESOLVED, the Spokane City Council condemns all acts of violence aimed at Israeli and Palestinian civilians and mourns the loss of life and liberty of every civilian; and

BE IT FURTHER RESOLVED, the Spokane City Council calls upon our local, state, and federal elected officials to support efforts towards immediate and sustained peace in Israel and Palestine that recognizes the liberty and shared humanity of all Israelis and Palestinians; and

BE IT FURTHER RESOLVED, the Spokane City Council calls for the unconditional release of all civilians who are being held hostage or unlawfully detained and or incarcerated, and demands their safety, well-being, and humane treatment; and

BE IT FURTHER RESOLVED, our hearts are also with our community members who fear discrimination and violence being committed against them here. We condemn both antisemitism and Islamophobia, and the City of Spokane is dedicated to act against hate and oppression; and

BE IT FURTHER RESOLVED, the Spokane City Council will continue to support policy that improves the City's process for reporting hate crimes, incidents, and threats,

as well as supporting enhanced community-based structures for the people and communities affected, and supporting the Office of Civil Rights, Equity, and Inclusion; and

BE IT FURTHER RESOLVED, the Spokane City Council encourages people to report incidents of hate to Human Rights Spokane (formerly the Spokane County Human Rights Task Force) at spokanecountyhumanrightstaskforce.org; and

BE IT FURTHER RESOLVED the City Council strongly encourages thorough policy and pursuing aggressive investigation of all credible reports of hate crimes and incidents and threats against minority groups or individuals, and holding perpetrators of those crimes, incidents, and threats accountable; and

BE IT FURTHER RESOLVED Spokane City Council commits and calls on the City's Administration, businesses, educational institutions, and other institutions to proactively educate and act against antisemitism, Islamophobia, and other forms of hate and oppression as well; and

BE IT FURTHER RESOLVED the City Council pledges to continue their education and understanding of cultural diversity in Spokane.

ADOPTED by the City Council this _____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/08/2024**Committee Agenda type:** Discussion**Date Rec'd**

1/3/2024

Clerk's File #

RES 2024-0009

Renews #**Cross Ref #****Council Meeting Date:** 01/22/2024**Submitting Dept**

CITY COUNCIL

Project #**Contact Name/Phone**

CM ZAPPONE 6256

Bid #**Contact E-Mail**

ZZAPPONE@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Resolutions

Council Sponsor(s)

ZZAPPONE KKLITZKE

Agenda Item Name

0320 - RESOLUTION IN SUPPORT OF SPOKANE PUBLIC LIBRARY LEVY

Agenda Wording

A Resolution stating the Spokane City Council's support for CITY OF SPOKANE MEASURE NO.1 entitled, "LIBRARY OPERATIONS LEVY," submitted by the Spokane City Council for the February 13, 2024 Special Election.

Summary (Background)

On February 13, 2024, the Library will ask voters to renew or reject the levy that funds 18% of Library operations. If renewed, the levy lid lift will continue the existing levy at the current rate for duration of three years (2025-2027).

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Neutral

\$

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Select

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Committee Agenda Sheet

Urban Experience Committee

| | |
|---|---|
| Submitting Department | City Council |
| Contact Name | Jeff Gunn |
| Contact Email & Phone | jgunn@spokanecity.org 509-828-7655 (work cell) |
| Council Sponsor(s) | Zappone |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 |
| Agenda Item Name | Resolution in Support of Spokane Public Library Levy |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>On February 13, 2024, the Library will ask voters to renew or reject the levy that funds 18% of Library operations. If renewed, the levy lid lift will continue the existing levy at the current rate for duration of three years (2025–2027).</p> <p>This is an existing tax, and the tax rate will not change. The existing City of Spokane Library Levy has been dedicating a rate of seven cents per \$1,000 of assessed property value to the library since 2013. If renewed, this measure of seven cents per \$1,000 of assessed property value would continue for three years, 2025-2027.</p> |
| Proposed Council Action | Vote to approve January 22 |
| Fiscal Impact | |
| Total Cost: Click or tap here to enter text. | |
| Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | |
| Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Specify funding source: Click or tap here to enter text. | |
| Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? | |
| If renewed, the Library will continue to provide access to all locations seven days a week, provide access to civic and cultural events, provide access to early literacy programs, provide access to STEM and art education, support small businesses and economic development, and expand partnership with the Spokane Public Schools, all of which have positive impacts 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? | |
| Data will be collected by the Spokane Public Library. | |
| 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 the Spokane Public Library.

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

N/A

RESOLUTION NO. 2024-0009

A Resolution stating the Spokane City Council's support for CITY OF SPOKANE MEASURE NO.1 entitled, "LIBRARY OPERATIONS LEVY," submitted by the Spokane City Council for the February 13, 2024 Special Election.

WHEREAS, on July 18, 2023, the Spokane Public Library Board of Trustees voted unanimously to recommend the Spokane City Council place a measure on the February 13, 2024 ballot that would allow for the renewal of the current levy lid lift in order to maintain the improvements to library services, and further allow the libraries to implement new practices to make the Library more efficient and responsive to its customers' educational, business and cultural interests; and

WHEREAS, on December 4, 2023, the Spokane City Council unanimously approved Resolution 2023-0094, which submitted a proposed three-year levy lid lift for the February 13, 2024 Special Election; and

WHEREAS, Measure No.1 is a renewal of an existing levy and not a new tax; and

WHEREAS, Measure No. 1 will ask voters to renew the current levy, which finances 18 percent of Library operations, and if renewed the levy will continue at the existing rate of seven cents per \$1,000 for the duration of three years (2025 – 2027); and

WHEREAS, this levy is estimated to raise approximately \$2,500,000 in 2025, approximately \$2,525,000 in 2026, and approximately \$2,550,250 in 2027 for library operations; and

WHEREAS, a prior library levy approved by the voters in 2017 levy led to a 500 percent increase in free meeting rooms and event space, a 455 percent increase in free events, and a 10 percent increase in visitors, all to the benefit of Spokane citizens and library users, and;

WHEREAS, if renewed, the Library will continue to provide access to all locations seven days a week, provide access to civic and cultural events, provide access to early literacy programs, provide access to STEM and art education, support small businesses and economic development, and expand partnership with the Spokane Public Schools; and

WHEREAS, the Spokane City Council supports Measure No. 1 as an important investment in the Spokane community;

NOW, THEREFORE, BE IT RESOLVED that the City of Spokane and the Spokane City Council strongly support for CITY OF SPOKANE MEASURE NO.1 entitled, "LIBRARY OPERATIONS LEVY".

Passed by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/22/2024

Committee Agenda type: Discussion

Date Rec'd 1/10/2024

Clerk's File # RES 2024-0010

Renews #

Cross Ref #

Council Meeting Date: 01/22/2024

| | | | |
|------------------------|--------------|------------------|--|
| Submitting Dept | CITY COUNCIL | Project # | |
|------------------------|--------------|------------------|--|

| | | | |
|---------------------------|---------------|--------------|--|
| Contact Name/Phone | GIACOBBE 6715 | Bid # | |
|---------------------------|---------------|--------------|--|

| | | | |
|-----------------------|-----------------------|----------------------|--|
| Contact E-Mail | GBYRD@SPOKANECITY.ORG | Requisition # | |
|-----------------------|-----------------------|----------------------|--|

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|-------------------------|-------------|--|--|
| Agenda Item Type | Resolutions | | |
|-------------------------|-------------|--|--|

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|---------------------------|--------------------|--|--|
| Council Sponsor(s) | BWILKERSON PDILLON | | |
|---------------------------|--------------------|--|--|

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|-------------------------|---|--|--|
| Agenda Item Name | 0320 - RESOLUTION APPOINTING COUNCIL MEMBER FOR DISTRICT 2, | | |
|-------------------------|---|--|--|

Agenda Wording

A Resolution regarding the appointment to fill the vacancy in Spokane City Council District 2, Position 2.

Summary (Background)

With the election of Betsy Wilkerson to City Council President in the November 2023 general election, her District 2 council seat became vacant as of November 28, 2023. City Charter Section 8 and Council Rules Section 7.1. set forth the process for filling council vacancies. Pursuant to those provisions, the vacancy was advertised, with applications accepted through January 5, 2024 and interviews conducted on January 18, 2024.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

| | | |
|---------|-------------|-------|
| Expense | \$ 49819.68 | # tbd |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| | \$ | # |
| | \$ | # |

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

| | |
|--|--|
| Submitting Department | City Council |
| Contact Name | Giacobbe Byrd |
| Contact Email & Phone | gbyrd@spokanecity.org |
| Council Sponsor(s) | CP Wilkerson, CM Dillon |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes |
| Agenda Item Name | Resolution Appointing Individual to Fill the District 2, Position 2 City Council Vacancy |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>With the election of Betsy Wilkerson to City Council President in the November 2023 general election, her District 2 council seat became vacant as of November 28, 2023.</p> <p>City Charter Section 8 and Council Rules Section 7.1. set forth the process for filling council vacancies. Pursuant to those provisions, the vacancy was advertised, with applications accepted through January 5, 2024 and interviews conducted on January 18, 2024. The Council thereafter met in executive session to discuss the candidates. Council is expected to vote on the final selection on January 22, 2024.</p> <p>The attached resolution leaves blank the name of the individual selected for the appointment. Prior to or on January 22, 2024, a final resolution bearing the name of the selected individual will be substituted in for consideration by the entire council.</p> |
| Proposed Council Action | <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution Council Action: January 22, 2024 |
| Fiscal Impact Total Cost: <u>N/A</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Opioid settlement funds Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) None. | |
| What impacts would the proposal have on historically excluded communities? | |
| The City Council application and interview process is intended to provide maximum opportunity for consideration of individuals from historically excluded communities who are otherwise qualified to serve on the city council under the City Charter. | |

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?

The selection of an individual to fill a city council vacancy is set forth in City Charter Section 8 and council rule 7.1. The selection process for the District 2 vacancy complies with that process.

RESOLUTION NO. 2024-0010

A Resolution regarding the appointment to fill the vacancy in Spokane City Council District 2, Position 2.

WHEREAS, with the election of Council Member Betsy Wilkerson to City Council President, a vacancy exists in Council District 2, Position 2 as of November 28, 2023; and

WHEREAS, Section 8 of the City Charter states that "A vacancy on the council of a council member elected by district shall be filled by the selection of a qualified person, resident in the district in which the vacancy occurs, by majority vote of the remaining members of the council;" and

WHEREAS, Section 7.1 of the Council Rules of Procedures provides a process for filling City Council vacancies and sets forth the procedure for announcing the vacancy, accepting applications, and interviewing of candidates by the entire Council in an open public meeting; and

WHEREAS, the City Council has taken applications and conducted interviews and is prepared to vote on the selection of a person to fill the vacancy.

NOW, THEREFORE, BE IT RESOLVED by the Spokane City Council that pursuant to Section 8 of the City Charter and Section 7.1 of the City Council Rules of Procedure, the City Council appoints _____ to fill the vacancy in Council District 2, Position 2.

ADOPTED by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/22/2024

Committee Agenda type: Consent

Date Rec'd

1/10/2024

Clerk's File #

RES 2024-0011

Renews #

Cross Ref #

Council Meeting Date: 01/22/2024

Submitting Dept

CITY COUNCIL

Project #

Contact Name/Phone

CONNER 6091

Bid #

Contact E-Mail

WTHORNE@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Resolutions

Council Sponsor(s)

JBINGLE BWILKERSON

Agenda Item Name

WTE INTERNAL SIP LOAN

Agenda Wording

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$1,175,339 to secure an interfund loan from the Spokane Investmen

Summary (Background)

The Waste-To-Energy Department is seeking an Internal SIP Loan for \$1.2MM for 1 Tractor and 2 Loaders. WTE currently rents a tractor at an estimated \$68,904 per year and the SIP loan will cost an estimated \$55,298 per year.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ 1.2 M

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Expense \$ 1.2 M

tbd

Select \$

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Committee Agenda Sheet

Finance & Administration Committee

| | |
|--|--|
| Committee Date | November 20, 2023 |
| Submitting Department | Treasury/Finance |
| Contact Name | Conner Thorne |
| Contact Email & Phone | wthorne@spokanecity.org / 652-6091 |
| Council Sponsor(s) | <u>CM Bingle & CP Wilkerson</u> |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | WTE Internal SIP Loan Resolution |
| Proposed Council Action | <input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only |
| Summary (Background) | <p>*use the Fiscal Impact box below for relevant financial information</p> <p>The Waste-To-Energy Department is seeking an Internal SIP Loan for \$1.2MM for 1 Tractor and 2 Loaders. WTE currently rents a tractor at an estimated \$68,904 per year and the SIP loan will cost as estimated \$55,298 per year.</p> <p>WTE currently owns 2 Loaders that have exceeded their useful life. Maintenance costs on 2 loaders is costing the City an estimated \$134,000 per year. Purchasing 2 Loaders through a SIP Loan is estimated to save the City \$232K over 10 years.</p> |
| Fiscal Impact | <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>\$1.2MM</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? SIP Loan</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) – Savings in annual rental and maintenance fees</p> |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? – N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? – N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? – N/A | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? – N/A | |

CITY OF SPOKANE, WASHINGTON

WASTE TO ENERGY EQUIPMENT PROJECT

**LIMITED TAX GENERAL OBLIGATION BOND
SERIES 2024 (TAXABLE)**

RESOLUTION NO. 2024-0011

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$1,175,339 to secure an interfund loan from the Spokane Investment Pool to finance the acquisition of equipment for the Waste to Energy Facility; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

ADOPTED [_____], 2024

PREPARED BY:

**KUTAK ROCK LLP
Spokane, Washington**

CITY OF SPOKANE, WASHINGTON

**WASTE TO ENERGY EQUIPMENT PROJECT
LIMITED TAX GENERAL OBLIGATION BOND
SERIES 2024 (TAXABLE)
RESOLUTION NO. 2024-[____]**

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* This Table of Contents and the cover pages are not a part of the following Resolution and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. 2024-0011

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$1,175,339 to secure an interfund loan from the Spokane Investment Pool to finance the acquisition of equipment for the Waste to Energy Facility; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

WHEREAS, the Solid Waste Collection Department (the “**Department**”) of the City of Spokane (the “**City**”) owns and operates a comprehensive solid waste system that burns municipal solid waste to recover energy in the form of electricity (the “**Waste to Energy Facility**”); and

WHEREAS, to efficiently operate the Waste to Energy Facility, the Department utilizes various pieces of equipment including: (a) a tractor, which tractor is currently rented at a cost of \$68,904 per year (the “**Rental Tractor**”); and (b) two City-owned front loaders, which loaders have exceeded their economic lifecycle and are in need of costly repairs (the “**Outdated Loaders**”); and

WHEREAS, the Department desires to purchase a new 2023 Kenworth T880 Tractor in the approximate amount of \$238,750 (the “**2023 Tractor**”) to replace the Rental Tractor to affect a cost-savings to the City; and

WHEREAS, the Department desires to purchase two new John Deere 724P Wheel Loaders in the approximate total cost of \$931,289 (the “**New Loaders**”) to replace the Outdated Loaders; and

WHEREAS, the Department does not have funds on hand in an amount necessary to purchase the 2023 Tractor and the New Loaders in the approximate amount of \$1,170,039 plus applicable taxes and loan fees (the “**Waste to Energy Equipment Project**”); and

WHEREAS, to provide a portion of the funds necessary for the Waste to Energy Equipment Project, the City Council of the City (the “**City Council**”) hereby authorizes an interfund loan from the Spokane Investment Pool (“**SIP**”) to the Asset Management Fund (the “**Project Fund**”), repayable with interest over a five-year period from the date of issuance of the interfund loan; and

WHEREAS, pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to issue general obligation bonds for the purpose of financing the acquisition of the Waste to Energy Equipment Project; and

WHEREAS, RCW 35.39.030(4) and Sections 5.8.5 and 5.12.1 of the City’s Administrative Policy and Procedure for Investments (“**Investment Policy**”) authorize the City Treasurer to purchase general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, the City desires to secure the interfund loan obligation to the SIP with a bond issued by the City; and

WHEREAS, the City now desires to issue its Waste to Energy Equipment Project Limited Tax General Obligation Bond, Series 2024 (Taxable) in the aggregate principal amount of not to exceed \$1,175,339 to secure an interfund loan from the Spokane Investment Pool to the Project Fund to finance the Waste to Energy Equipment Project.

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

SECTION 1. DEFINITIONS. As used in this Resolution the following words shall have the following meanings:

Annual Debt Service for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bond. If the interest rate on any such Bond is other than a fixed rate, the rate applicable at the time of the computation shall be used.

Asset Management Fund or **Project Fund** means the City’s existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest on the Bond shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bond shall be paid into a separate account within the Asset Management Fund and used to pay the costs of the Waste to Energy Equipment Project.

Bond means the City of Spokane Waste to Energy Equipment Project Limited Tax General Obligation Bond, Series 2024 (Taxable), issued pursuant to this Resolution in the principal amount of not to exceed \$1,175,339, to establish and secure the interfund loan facility authorized herein.

Bond Owner or **Registered Owner** means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

Bond Registrar means the Treasurer or any successor appointed by the Treasurer.

Bond Year means the twelve (12) month period beginning on the date of issuance of the Bond.

City means the City of Spokane, Spokane County, Washington, a charter code city duly organized and existing under the laws of the State of Washington and its City Charter.

City Council means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

Maturity Date means a date established by SIP upon purchase of the Bond, in conformance with the semi-annual payment dates for the Bond, provided, such date shall not exceed the date that is five years from the date of issuance of the Bond.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington or the City's Investment Policy as amended from time to time.

Resolution means this Resolution, which authorizes, among other things, the City to issue the Bond.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated on the first day of the month in which the Bond is issued, as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

Treasurer means the Treasurer of the City, or any successor to the functions of the Treasurer.

Waste to Energy Equipment Project means the acquisition of the 2023 Tractor and New Loaders in the approximate amount of \$1,170,039 plus applicable taxes and loan fees as specified and adopted in Section 3 of this Resolution.

SECTION 2. RULES OF INTERPRETATION. In this Resolution, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Resolution, refer to this Resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neutral genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this Resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely

for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect;

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

SECTION 3. PLAN OF CAPITAL ACQUISITIONS.

The Department identified the need to purchase the 2023 Tractor and the New Loaders in the approximate amount of \$1,170,039 plus applicable taxes and loan fees for operation at the Waste to Energy Facility (the “**Waste to Energy Equipment Project**”). The City hereby approves such Waste to Energy Equipment Project. The Waste to Energy Equipment Project will be undertaken in accordance with specifications and contracts for acquisition approved by the Mayor, Council or their designees from time to time.

SECTION 4. AUTHORIZATION AND DESCRIPTION OF BOND.

To finance the costs of the Waste to Energy Equipment Project, the City shall issue a single taxable limited tax general obligation bond of the City to the SIP in the principal amount of not to exceed \$1,175,339 for the Series 2024 bond (the “**Bond**”) to establish and secure an interfund loan facility with the SIP of not to exceed \$1,175,339. The Bond shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed \$1,175,339, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date. Both principal of and interest on the Bond shall be paid semiannually on each June 1 and December 1, commencing June 1, 2024. On the Maturity Date, the remaining principal of and any accrued interest on the Bond shall be paid in full.

The Bond shall bear interest at the applicable SIP Internal Lending Rate in effect on the date of issuance of the Bond and shall be calculated on the basis of a year of 30/360 days. The Bond shall be amortized over a period of not to exceed five (5) years from the date of issuance to create approximately level debt service based on semiannual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Date. The SIP shall provide an amortization schedule detailing the principal and interest payment amounts and dates, including the Maturity Date, and attach such schedule as an exhibit to the Bond.

SECTION 5. SALE OF BOND.

(a) *Approval of Sale.* The City Council hereby approves the SIP’s offer to purchase the Bond to establish and secure an interfund loan for the benefit of the Project Fund for the capital acquisition purposes of the Waste to Energy Equipment Project and on the terms set forth in this Resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the SIP.

(b) *Prepayment.* At the option of the City, or upon demand of the SIP, the Bond may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal. No notice of prepayment to the Registered Owner is required. Interest on prepaid principal shall cease to accrue on the date of prepayment.

SECTION 6. APPLICATION OF BOND PROCEEDS.

The proceeds of the interfund loan secured by the Bond shall be expended solely to pay the costs of the Waste to Energy Equipment Project and to pay the costs of issuing the interfund loan secured by the Bond, as authorized herein. There has previously been created in the office of the Treasurer a special fund known as the Asset Management Fund (the “**Project Fund**”). The proceeds of the interfund loan secured by the Bond shall be paid into the Project Fund to provide for the payment of costs of the Waste to Energy Equipment Project and the payment of expenses incidental thereto. The Treasurer may invest any funds in the Project Fund temporarily in Permitted Investments that will mature prior to the date on which such money shall be needed. Earnings on such investments shall accrue to the benefit of the Project Fund.

SECTION 7. PLEDGE OF FUNDS AND CREDIT.

To pay principal of and interest on the Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit legally available funds into the Project Fund in amounts sufficient to pay when due the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest as necessary to repay the interfund loan.

SECTION 8. REGISTRATION AND PAYMENTS.

The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (collectively, the “**Bond Registrar**”). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

SECTION 9. EXECUTION AND AUTHENTICATION OF BOND.

The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon.

Only a Bond that bears a Registration Certificate in the form set forth in Section 10 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

In case any of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

SECTION 10. FORM OF BOND.

The Bond shall be in substantially the following form:

R- _____ UNITED STATES OF AMERICA \$1,175,339

STATE OF WASHINGTON
CITY OF SPOKANE
WASTE TO ENERGY EQUIPMENT PROJECT
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2024 (TAXABLE)

INTEREST RATE: SIP Internal Lending Rate

MATURITY DATE: _____ 1, 2029

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL

TAX IDENTIFICATION #: 91-6001280

PRINCIPAL AMOUNT: ONE MILLION ONE HUNDRED SEVENTY FIVE THOUSAND THREE HUNDRED THIRTY NINE AND 00/100 DOLLARS

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the “City”), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond as indicated above.

This Bond is issued under authority of Resolution No. 2024-[____], adopted by the City Council on [____], 2024 (the “Bond Resolution”), to establish and secure an interfund loan to pay the costs of acquiring the 2023 Tractor and New Loaders for operation at the Waste to Energy Facility (the “Waste to Energy Equipment Project”). Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on the interfund loan established hereunder shall be determined as of the date of issuance of the Bond, shall be set at the SIP Internal Lending Rate, and shall be calculated on the basis of a year of 30/360 days.

Both principal of and interest on this Bond are payable in lawful money of the United States of America on the dates and in the amounts set forth in the amortization schedule attached hereto as Exhibit A. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the "Bond Registrar") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth above, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution. This Bond is prepayable upon demand of the SIP.

To pay installments of principal of and interest on this Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit funds from Project Fund and other legally-available funds in the SIP in amounts sufficient to pay such principal and interest. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this Bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the ___ day of _____, 2024.

CITY OF SPOKANE, WASHINGTON

By _____ /s/_____
Mayor

ATTEST:

/s/

City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____, 2024

This bond is the Waste to Energy Equipment Project Limited Tax General Obligation Bond, Series 2024 (Taxable) of the City dated _____, 2024 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane,
as Bond Registrar

By _____ /s/ _____

SECTION 11. ONGOING DISCLOSURE.

The Bond secures an interfund loan. The City has determined that the Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

SECTION 12. PRIOR ACTS.

All acts taken pursuant to the authority of this Resolution but prior to its effective date are hereby ratified and confirmed.

SECTION 13. SEVERABILITY.

If any provision in this Resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this Resolution and shall in no way affect the validity of the other provisions of this Resolution or of the Bond.

SECTION 14. EFFECTIVE DATE.

This Resolution shall become effective immediately upon its adoption.

[Remainder of Page Intentionally Left Blank]

Adopted this [] day of [], 2024.

CITY OF SPOKANE
Spokane County, Washington

Betsy Wilkerson, Council President

ATTEST:

Clerk

Mayor Lisa Brown

(SEAL)

APPROVED AS TO FORM:

City Attorney

Tanya L. Lawless, Bond Counsel

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/22/2024**Committee Agenda type:** Discussion**Date Rec'd**

1/10/2024

Clerk's File #

RES 2024-0012

Renews #**Cross Ref #****Council Meeting Date:** 01/22/2024**Submitting Dept**

CITY COUNCIL

Project #**Contact Name/Phone**

MAYOR 6779

Bid #**Contact E-Mail**

MAYOR@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Resolutions

Council Sponsor(s)

BWILKERSON KKLITZKE

Agenda Item Name

0320 - RESOLUTION APPOINTING MATT BOSTON AS CHIEF FINANCIAL OFFICER

Agenda Wording

A resolution approving the appointment of Matt Boston as the Chief Financial Officer for the City of Spokane.

Summary (Background)

Appointment of Matt Boston as Chief Financial Officer for the City of Spokane. Matt Boston was selected for appointment to the position by Mayor Brown and is being presented for confirmation as the Chief Financial Officer.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#

Committee Agenda Sheet

Finance & Administration Committee

| | |
|---|--|
| Committee Date | 1/22/2024 |
| Submitting Department | City Council |
| Contact Name | Kitty Klitzke |
| Contact Email & Phone | kklitzke@spokanecity.org |
| Council Sponsor(s) | <u>CP Wilkerson and CM Klitzke</u> |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 |
| Agenda Item Name | Council Confirmation of Mayoral Appointee – Chief Financial Officer |
| Proposed Council Action | <input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>Appointment of Matt Boston as Chief Financial Officer for the City of Spokane.</p> <p>Matt Boston was selected for appointment to the position by Mayor Brown and is being presented for confirmation as the Chief Financial Officer.</p> |
| <p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>Click or tap here to enter text.</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <u>Click or tap here to enter text.</u></p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? <u>N/A</u> | |
| 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? <u>N/A</u> | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <u>N/A</u> | |

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

RESOLUTION 2024-0012

A resolution approving the appointment of Matt Boston as the Chief Financial Officer for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Lisa Brown has appointed Matt Boston as the Chief Financial Officer for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Matt Boston as the Chief Financial Officer for the City of Spokane.

PASSED BY THE CITY COUNCIL ON _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/08/2024**Committee Agenda type:** Consent**Date Rec'd**

12/18/2023

Clerk's File #

RES 2024-0013

Renews #**Cross Ref #****Council Meeting Date:** 01/22/2024**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Project #**Contact Name/Phone**

LOREN SEARL 7840

Bid #**Contact E-Mail**

LSEARL@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Resolutions

Council Sponsor(s)

JBINGLE BWILKERSON

Agenda Item Name

4100 - PUBLIC RULE WATER UPDATE TO FEES AND COSTS

Agenda Wording

Public Rule and Procedure Schedule - Rule 4100-20-02 update to Fees and Costs

Summary (Background)

Public Rule and Procedure Schedule - Rule 4100-20-02 was adopted November 2020 and updated June 2022. Since adoption, costs have increased necessitating an update of the Public Rule and Procedure Fee Schedule to reflect current costs for 2024.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Revenue \$ TBD

TBD

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Urban Experience Committee

| | |
|---|---|
| Submitting Department | Water and Hydroelectric Department |
| Contact Name | Loren Searl – 625-7840 |
| Contact Email & Phone | LSearl@spokanecity.org |
| Council Sponsor(s) | CM Bingle |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Public Rule Water Update to Fees and Costs |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | Public Rule and Procedure Schedule – Rule 4100-20-02 was adopted November 2020 and updated June 2022. Since adoption, costs have increased necessitating an update of the Public Rule and Procedure Fee Schedule to reflect current costs for 2024. |
| Proposed Council Action | Approve December 11, 2023 |
| Fiscal Impact | |
| Total Cost: Click or tap here to enter text. | |
| Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | |
| Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Specify funding source: Click or tap here to enter text. | |
| Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? | |
| 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 plants. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | |
| N/A – This work is designed to manage costs and continue service delivery in support of all citizens and ratepayers. It will not impact racial, gender, identity, national origin, income level, disability, sexual orientation or other existing disparity factors. | |

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

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. This Public Rule updated is a cost recovery of supplies provided for the water system.

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

This Public Rule updated is consistent with the City's requirement for cost recovery of supplies.

RESOLUTION

A resolution regarding amendment to the City of Spokane Water and Hydroelectric Department – Fee & Cost Schedule.

WHEREAS, the City of Spokane Water and Hydroelectric Department Water Code is contained in Chapter 13.04 of the Spokane Municipal Code (SMC); and

WHEREAS, Chapter 13.04.030 of the SMC provides the General Provisions for Rates and Regulations to be established by Public Rule and

WHEREAS, the City has adopted the Public Rule and Procedure Regarding the Water and Hydroelectric Department Fee and Cost Schedule, periodically it is required to update the Fee and Cost Schedule; and

WHEREAS, the Water Department periodically reviews the Fee and Cost Schedule to accommodate the actual costs of administration and equipment of the Water and Hydroelectric Department and find the Public Rule is in need of update; and

WHEREAS, the revised Water and Hydroelectric Department - Fee & Cost Schedule Public Rule is attached and available to members of the public as attached hereto as Attachment “A”.

-- NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council hereby approves the amendment of the PUBLIC RULE AND PROCEDURE REGARDING THE WATER AND HYDROELECTRIC DEPARTMENT – FEE AND COST SCHEDULE, as contained in Attachment “A”.

ADOPTED by City Council this ____ day of December 2023.

City Clerk

Approved as to form:

Assistant City Attorney

CITY OF SPOKANE
PUBLIC RULE
DEPARTMENT POLICY AND PROCEDURE

| | |
|--|----------------------------------|
| CITY OF SPOKANE WATER AND HYDROELECTRIC DEPARTMENT PUBLIC RULE AND PROCEDURE | RULE 4100-20-02 LGL 2024-0024 |
| TITLE: WATER AND HYDROELECTRIC DEPARTMENT – UPDATE FEE SCHEDULE | |
| EFFECTIVE DATE: JANUARY 1, 2024 REVISION DATE: NOVEMBER 22, 2023 | |

1.0 GENERAL

1.1 The City of Spokane Water and Hydroelectric Department established the following public rule, policy, procedures, and fee schedule.

The Public Rule relates to the charges of fees and costs for various services related to the Water and Hydroelectric Department from the City of Spokane.

The administrative fees and costs schedule can be found onsite at Water and Hydroelectric Department located at: 914 East North Foothills Drive, Spokane, Washington 99207.

1.2 TABLE OF CONTENTS

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- 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 public rule and policy shall apply to the City of Spokane Water and Hydroelectric Department, the City of Spokane Utilities Billing Department, and the City of Spokane Accounting Department.

3.0 REFERENCES

Spokane Municipal Code (SMC) Chapter 13.04
Chapter 246-290 WAC – Group A Public Water Systems
Chapter 246-293 WAC – Water System Coordination Act
Chapter 70A.120 RCW – Public Water Supply System
City of Spokane Public Rule 4100-20-01, Water Hydrant Usage Policy and Fees dated June 25, 2020.

4.0 DEFINITIONS

4.1 See SMC 13.04.0816 & Chapter 13.04 SMC

5.0 POLICY

5.1 It is the policy of the City of Spokane to adopt fees for reimbursement of costs for administering the City's Water and Hydroelectric Department programs in compliance with Department of Health regulations.

5.2 The City anticipates annual review and updates to all fees for reimbursement. However, in the event an annual update is not needed, all fees set out in the latest Appendix A shall remain in full effect until modified or amended via the Public Rule process.

6.0 PROCEDURE

6.1 The Water & Hydroelectric Department fees and costs for various services related to the Water and Hydroelectric programs and services of the City of Spokane.

6.2 These fees and costs are intended to cover the costs of administration of the Water and Hydroelectric Department, including but not limited to, costs associated with permits, tap and meter connections, monitoring, inspections, sampling, analysis, publication, processing, and violation remediation.

6.3 Current Fees and Charges:

6.3.1 Meter Fees and Tap Fees are charged as stated in Appendix A, attached.

6.3.2 Return Inspection Fees and Reschedule Fees are charged based on actual charges for the number of hours spent and level of work performed.

6.3.3 Administrative Appeal: Two hundred fifty dollars (\$250.00).

6.3.4 Publication of significant non-compliance notice: Costs are billed, and payable in advance.

- 6.3.5 Monitoring, inspection, surveillance, sampling fees: Costs are determined and billed by the Director.
- 6.3.6 Processing fee for NSF checks: As set by City Treasurer.
- 6.3.7 Administrative Penalty: Five hundred dollars (\$500.00)
- 6.3.8 Any other review or approval by the Director not otherwise specified above: Hourly basis based on staff time.

7.0 RESPONSIBILITIES

The Water and Hydroelectric Department through the City’s Utilities Billing Department, and Accounting Department shall administer this Public Rule and Policy. Unpaid charges, fines, and penalties shall, after thirty calendar days (30), be assessed an additional penalty of one percent (1.00%) of the unpaid balance per month.

8.0 APPENDICES

8.1 Appendix A – Meter Fees and Tap Fees for 2024

APPROVED BY:

City Administrator

Date

Division or Department Director

Date

Assistant City Attorney

Date

APPENDIX A

((2022)) 2024 METER FEES & TAP FEES*

| METER FEES | FEE DOLLAR AMOUNT |
|---|----------------------------------|
| Type: Hydrant Flow Test | ((1,077.03)) <u>\$1,110.86</u> |
| Type: After Hours Fee | ((1,728.12)) <u>\$1,318.80</u> |
| Type: Meter Test Fee | ((302.28)) <u>\$645.36</u> |
| 2" Fire Meter W/ DCDVA | ((7,422.19)) <u>\$3,114.71</u> |
| Type: Utility Offset (based on 8") | ((3,054.45)) <u>\$3,148.43</u> |
| Type: 2" Fire Meter W/0 DCDVA | ((1,274.85)) <u>\$1,863.28</u> |
| Type: 3" Meter- Domestic W/ DCVA | ((10,507.68)) <u>\$8,871.20</u> |
| Type: 3" Meter - Domestic W/0 DCVA | ((7,105.75)) <u>\$7,326.83</u> |
| Type: 4" Meter - Domestic W/ DCVA | ((10,212.91)) <u>\$10,191.61</u> |
| Type: 4" Meter - Domestic W/0 DCVA | ((8,804.06)) <u>\$9,426.65</u> |
| Type: 6" Meter - Domestic W/ DCVA | ((14,363.55)) <u>\$14,983.73</u> |
| Type: 6" Meter- Domestic W/0 DCVA | ((12,298.44)) <u>\$13,200.79</u> |
| Type: 3" Meter- Irrigation W/ DCVA | ((7,303.23)) <u>\$7,672.41</u> |
| Type: 3" Meter- Irrigation W/0 DCVA | ((5,891.95)) <u>\$6,128.04</u> |
| Type: 4" Meter - Irrigation W/ DCVA | ((8,084.44)) <u>\$8,618.79</u> |
| Type: 4" Meter - Irrigation W/0 DCVA | ((6,498.13)) <u>\$7,081.83</u> |
| Type: 6" Meter- Irrigation W/ DCVA | ((12,546.69)) <u>\$13,548.03</u> |
| Type: 6" Meter - Irrigation W/0 DCVA | ((10,481.58)) <u>\$11,196.05</u> |
| Type: 4" Meter - Domestic/Fire W/ DCVA | ((11,246.33)) <u>\$13,700.04</u> |
| Type: 4" Meter - Domestic/Fire W/0 DCVA | ((10,879.69)) <u>\$11,614.30</u> |
| Type: 6" Meter - Domestic/Fire W/ DCVA | ((17,002.78)) <u>\$18,338.26</u> |

| | |
|--|----------------------------------|
| Type: 6" Meter - Domestic/Fire W/0 DCVA | ((14,138.26)) <u>\$15,189.41</u> |
| Type: 8" Meter - Domestic/Fire W/ DCVA | ((22,236.91)) <u>\$24,000.38</u> |
| Type: 8" Meter - Domestic/Fire W/0 DCVA | ((17,971.78)) <u>\$19,344.21</u> |
| Type: 10" Meter - Domestic/Fire W/ DCVA | ((30,536.93)) <u>\$33,347.66</u> |
| Type: 10" Meter - Domestic/Fire W/0 DCVA | ((24,990.09)) <u>\$26,970.81</u> |
| Type: 4" Meter- Fire W/ DCVA | ((5,195.78)) <u>\$8,958.19</u> |
| Type: 6" Meter- Fire W/ DCVA | ((5,940.84)) <u>\$11,782.76</u> |
| Type: 8" Meter- Fire W/ DCVA | ((7,076.39)) <u>\$16,064.53</u> |
| Type: 10" Meter - Fire W/ DCVA | ((8,858.75)) <u>\$22,028.63</u> |
| Type: 4" Meter- Fire W/0 DCVA | ((2,074.44)) <u>\$6,147.18</u> |
| Type: 6" Meter- Fire W/0 DCVA | ((2,117.79)) <u>\$7,821.75</u> |
| Type: 8" Meter-Fire W/0 DCVA | ((2,199.08)) <u>\$10,554.53</u> |
| Type: 10" Meter - Fire W/0 DCVA | ((2,168.65)) <u>\$15,500.75</u> |
| <u>Type: 5/8" Meter – Domestic or Irrigation In PVC Box</u> | <u>\$2,436.58</u> |
| <u>Type: 5/8" Meter – Domestic or Irrigation In Concrete Box</u> | <u>\$3,001.48</u> |
| <u>Type: 5/8" Meter – Domestic or Irrigation In Building</u> | <u>\$1,023.96</u> |
| <u>Type: 5/8" Meter – Domestic or Irrigation In Vault</u> | <u>\$1,087.35</u> |
| Type: 3/4" Meter- Domestic or Irrigation In PVC Box | ((2,424.56)) <u>\$2,493.69</u> |
| Type: 3/4" Meter- Domestic or Irrigation In Concrete Box | ((2,684.99)) <u>\$3,058.59</u> |
| Type: 3/4" Meter- Domestic or Irrigation In Building | ((967.26)) <u>\$1,081.08</u> |
| <u>Type: 3/4" Meter – Domestic or Irrigation In Vault</u> | <u>\$1,144.46</u> |
| Type: 1" Meter - Domestic or Irrigation In PVC Box | ((2,460.18)) <u>\$2,531.53</u> |
| Type: 1" Meter - Domestic or Irrigation In Concrete Box | ((2,924.20)) <u>\$3,144.16</u> |
| Type: 1" Meter - Domestic or Irrigation In Building | ((852.25)) <u>\$1,166.65</u> |

| | |
|--|--------------------------------|
| Type: 1" Meter - Domestic or Irrigation In Vault | ((1,436.23)) <u>\$1,598.83</u> |
| Type: 1 1/2" Meter - Irrigation | ((2,471.90)) <u>\$2,841.23</u> |
| Type: 1 1/2" Meter - Domestic | ((2,396.10)) <u>\$2,759.11</u> |
| Type: 2" Meter- Irrigation | ((2,561.78)) <u>\$2,938.55</u> |
| Type: 2" Meter - Domestic | ((2,539.34)) <u>\$2,914.25</u> |
| Type: Upsize to 3/4" Meter | ((407.50)) <u>\$526.96</u> |
| Type: Upsize to 1" Meter | ((666.30)) <u>\$814.89</u> |
| Type: Valve Replacement | ((311.45)) <u>\$415.76</u> |
| Type: Frozen 5/8" Meter | ((379.78)) <u>\$394.11</u> |
| Type: Frozen 3/4" Meter | ((337.41)) <u>\$451.23</u> |
| Type: Frozen 1" Meter | ((500.65)) <u>\$525.03</u> |
| Type: Frozen 1 1/2" Meter | ((959.06)) <u>\$1,004.30</u> |
| Type: Frozen 2" Meter | ((1,102.30)) <u>\$1,159.44</u> |
| <u>Type: Damaged Meter Remote Repair/Replace</u> | <u>\$483.68</u> |
| <u>Type: Meter Box Install PVC/Concrete</u> | <u>\$2,125.68</u> |
| <u>Type: Hydrant Lock Remove/Reinstall</u> | <u>\$716.06</u> |

Updated and revised November 2023

* In the event an annual update does not occur, all fees set out in the latest Appendix A shall remain in full effect until modified or amended.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/22/2024

Committee Agenda type: Discussion

Date Rec'd

1/12/2024

Clerk's File #

RES 2024-0014

Renews #

Cross Ref #

Council Meeting Date: 01/22/2024

Submitting Dept

CITY COUNCIL

Project #

Contact Name/Phone

DAWN KINDER 6779

Bid #

Contact E-Mail

DKINDER@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON KKLITZKE

Agenda Item Name

RESOLUTION RATIFYING MAYOR'S EMERGENCY DECLARATION DATED

Agenda Wording

A Resolution ratifying the Mayor's January 11, 2024 Executive Declaration of Emergency.

Summary (Background)

The Mayor issued an emergency declaration on January 11, 2024 in advance of impending extreme cold weather to ensure adequate warming centers and resources were available to protect persons exposed to the weather. Per SMC 2.04, any emergency declaration must be ratified by the City Council. The resolution will be presented at Finance Committee and added to the Council agenda the same day.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Amount

Budget Account

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#

Committee Agenda Sheet

Finance & Administration Committee

| | |
|---|--|
| Submitting Department | City Council |
| Contact Name | Dawn Kinder |
| Contact Email & Phone | dkinder@spokanecity.org |
| Council Sponsor(s) | Wilkerson, Klitzke |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes |
| Agenda Item Name | Resolution ratifying Mayor's Emergency Declaration Dated January 11, 2024 |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>The Mayor issued an emergency declaration on January 11, 2024 in advance of impending extreme cold weather to ensure adequate warming centers and resources were available to protect persons exposed to the weather. The declaration ensures the Mayor and her administration can marshal resources quickly and contract with outside parties on an expedited, emergency basis.</p> <p>Per SMC 2.04, any emergency declaration must be ratified by the City Council. The resolution will be presented at Finance Committee and added to the Council agenda the same day.</p> |
| Proposed Council Action | <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution Committee review: Finance January 22, 2024 Council Action: January 22, 2024 |
| Fiscal Impact Total Cost: <u>\$250,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Opioid settlement funds Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Actual costs unknown at this time, but short term expenses associated with services under the declaration are not expected to exceed \$250,000. | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| Significant, but not yet quantified. | |
| What impacts would the proposal have on historically excluded communities? To the extent that historically excluded communities comprise the unhoused population, the declaration is expected to have life and death implications for such individuals exposed to cold weather. | |
| 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? | |

It is expected that some collection of data will occur via the city's current CMIS system and reporting through outside providers.

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

It is expected that some collection of data will occur via the city's current CMIS system and reporting through outside providers and post-declaration evaluation of services provided during the declaration period.

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?

Declaration and ratifying resolution are issued pursuant to SMC 2.04 and 18.05

RESOLUTION NO. 2024-0014

A Resolution ratifying the Mayor's January 11, 2024 Executive Declaration of Emergency.

WHEREAS, as identified in Mayor Brown's January 11, 2024 Executive Declaration of Emergency (the "Declaration"), forecasted frigid inclement winter weather conditions pose a serious and dangerous risk to the health, safety and well-being of unsheltered individuals in the City of Spokane; and

WHEREAS, Chapter 18.05 of the Spokane Municipal Code (SMC) provides that the city will provide housing for homeless individuals during inclement weather conditions, including extreme cold conditions; and

WHEREAS, additional temporary warming shelter is immediately needed to keep this population of individuals warm and safely protected during these extreme weather circumstances; and

WHEREAS, the City intends to utilize available space at its Cannon Street property location to provide and protect this population; and

WHEREAS, the City additionally intends to procure related shelter operation and transportation services with one or more entities for the Cannon Street location and execute contracts for such services;

WHEREAS, in these emergency circumstances, SMC 7.06.180 authorizes the Mayor to award necessary contracts prior to City Council action to address the emergency situation.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council:

Section 1. Based on stated foregoing emergency circumstances, the Mayor and City Council may address the immediate need for warming shelter services by executing contracts for operation and related transportation services to safeguard the public health, safety and welfare of unsheltered individuals in Spokane, pursuant to the legal authority provided in Chapter 02.04 SMC, SMC 07.06.180 and RCW 35.52.070(2) and 35A.33, which actions are lawful, proper, and reasonable exercises of the City of Spokane's police power, consistent with state law and the City Charter.

Section 2. The Executive Declaration of Emergency by Mayor Brown, dated and effective January 11, 2024, is hereby ratified by the City Council by this Resolution.

Section 3. The City Clerk is instructed to deliver a copy of this Resolution and the Executive Declaration of Emergency to the Governor of the State of Washington and to the Spokane County Board of Commissioners. To the extent practicable, a copy

of this Resolution and the Declaration shall be made available to all news media within the City and the general public. In order to give the widest dissemination of this Resolution and the Declaration to the public, as many other available means may be used as are practical.

BE IT ALSO RESOLVED that the Declaration shall remain in effect until terminated by the Mayor.

Passed by the City Council this ____ day of January, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

RECEIVED

JAN 12 2024

CITY OF SPOKANE
EXECUTIVE ORDER

CITY CLERK'S OFFICE

EO 2024-0004
LGL 2024-0008

TITLE: EXECUTIVE ORDER FOR WRITTEN FINDING OF EMERGENCY TO AWARD NECESSARY CONTRACTS TO PROVIDE EMERGENCY WARMING SHELTERS AND RELATED SERVICES IN THE CITY'S RESPONSE TO PROVIDE HEALTHY SHELTERING ASSOCIATED WITH EXTREME COLD WEATHER CONDITIONS

EFFECTIVE DATE: January 11, 2024

REVISION DATE IF APPLICABLE:

Factual Background Information of Finding of Emergency to Support Execution of Agreements to provide for temporary expansion of warming centers services for homeless individuals and families:

WHEREAS; Chapter 18.05 of the Spokane Municipal Code provides that the City will provide housing for homeless individuals during inclement weather conditions, including extreme cold conditions; and

WHEREAS; SMC 18.05.020 A.1., regarding the activation criteria for warming centers, provides in part that:

Warming centers sufficient to meet the shelter needs of currently unsheltered homeless individuals and other vulnerable individuals seeking shelter in Spokane will be activated on each day during which the temperature is predicted by the National Weather Service to be 32 degrees Fahrenheit or lower and designated low-barrier shelter space was at ninety percent (90%) capacity or greater during the previous night. The warming centers will operate at a minimum during the hours that temperatures are lower than thirty-two (32) degrees Fahrenheit. The City may, by contract with its center provider(s), raise the activation temperature for warming centers, but in no event will the activation temperature be lower than thirty-two (32) degrees Fahrenheit.

WHEREAS, the forecast from the National Weather Service provides for frigid temperatures reaching below zero beginning Thursday, January 11, 2024, through Sunday, January 14, 2024, with temperatures reaching below 32 degrees Fahrenheit through Saturday, January 20, 2024; and

WHEREAS, the wind chill factor will bring temperatures even lower during those time periods; and

WHEREAS, as the temperature has decreased, the facilities providing low-barrier housing for homeless individuals have dropped below ninety (90) percent capacity; and

WHEREAS; it is estimated that the conditions including lower temperatures and limited available shelter space are likely to persist for approximately the next two weeks; and

WHEREAS, SMC 2.04.0030 A provides that:

Whenever a civil emergency, or the imminent threat thereof, occurs in the City and results in, or threatens to result in the death or injury of persons or the destruction of or damage to property to such extent as to require, in the judgment of the mayor, extraordinary and immediate measures to protect the public peace, safety and welfare, the mayor shall forthwith proclaim in writing the existence of a civil emergency, including in the proclamation a brief description of the facts constituting the civil emergency.

WHEREAS; City staff has identified that the safest and least expensive method to provide adequate emergency shelter for individuals and families that are experiencing homelessness but are not able to be housed in existing facilities is to expand homeless shelter services, including warming centers and providing transportation for those who are unable to travel to the shelters or warming centers; and

WHEREAS; staff in the NHHS Department contacted four providers who are currently able to assist the City to provide expanded homeless services and has identified one who can assist in the operation of the City's Cannon Street Shelter as an overnight warming center; and

WHEREAS, Section 7.06.180 of the Spokane Municipal Code provides that if an emergency requires procurement prior to City Council action, the Mayor may declare an emergency and award necessary contracts or agreements to address the emergency situation; and

WHEREAS, the Mayor is prepared to immediately execute the appropriate contracts with several service agencies to provide the necessary services.

NOW THEREFORE, AS THE MAYOR OF THE CITY OF SPOKANE WASHINGTON,
I DECLARE AS FOLLOWS:

Section 1 – Purpose and Intent.

As a result of pending cold front, frigid windchill, estimated decrease in night-time temperatures and severe cold weather conditions over the next two weeks, the lack of adequate low-barrier homeless shelter and the requirements of SMC Section 18.05.020, an emergency situation exists and the public safety and health of those who are unhoused necessitates the execution of contracts with available service providers to provide services to expand available homeless shelter space and warming centers and to operate the City's Cannon Street Shelter.

Section 2 – Declaration of Emergency

Pursuant to SMC 2.04.030, a declaration of emergency is issued due to the immediate threat of severe weather conditions that threaten to result in death or injury to persons which requires extraordinary and immediate measures to protect the public health, safety and welfare.

Section 2 – Emergency Procurement.

Pursuant to SMC 7.06.180, the Mayor or her designate, may make emergency procurements consistent with the provisions of Chapter 7.06 SMC and may execute such contracts and/or other agreements as are necessary to provide for the expansion of low-barrier homeless shelters and warming centers, including the operation of the City's Cannon Street Shelter as an emergency temporary warming shelter, including without limitation agreements providing for operation of the warming shelter, portable sanitary services, and for food services, all of which shall be emergency procurement.

Section 3 – Effective Date.

This Declaration shall be in full force and effect upon signature and shall continue until terminated.

Section 4– Ratification.

This emergency declaration shall be submitted to the City Council for ratification pursuant to SMC 2.04.060.

Dated this 11th day of January 2024.

Lisa Brown
Mayor Lisa Brown

Attest:

Jeri Hgsto
City Clerk

Approved as to form:

Michael P. Pardo
City Attorney

Date of Publication: _____

Effective Date: 11/11/2024



**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/08/2024**Committee Agenda type:** Discussion**Date Rec'd**

12/22/2023

Clerk's File #

ORD C36422

Renews #**Cross Ref #****Council Meeting Date:** 01/08/2024**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Project #**Contact Name/Phone**

ELDON BROWN X6305

Bid #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

First Reading Ordinance

Council Sponsor(s)

BWILKERSON ZZAPPONE

Agenda Item Name

4700-VAC ALLEY BETWEEN 4TH & 5TH, FROM WASHINGTON TO BERNARD -

Agenda Wording

Vacation of the alley between 4th & 5th, from Washington to Bernard as requested by Koz on West 4th, LLC.

Summary (Background)

At its legislative session held on 7/31/2023 the City Council approved this vacation subject to conditions and read the ordinance for the 1st time. In that ordinance, an easement was reserved over the entire vacation area. Since that time the applicant has completed the vacation conditions and a full easement is no longer required. New 1st reading of the revised ordinance is requested.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

PALMQUIST, TAMI

Division Director

MACDONALD, STEVEN

Accounting Manager

ORLOB, KIMBERLY

Legal

RICHMAN, JAMES

For the Mayor

JONES, GARRETT

Additional Approvals

Distribution List

smacdonald@spokanecity.org

tpalmquist@spokanecity.org

ebrown@spokanecity.org

edjohnson@spokanecity.org

kkuchlenz@spokanecity.org

erivera@spokanecity.org

AGENDA ITEM PROCESSING SHEET

PLEASE FILL IN AS MUCH INFORMATION AS POSSIBLE – IF YOU NEED ASSISTANCE PLEASE CONTACT THE ADMIN GROUP

City Council Meeting Date: January 8, 2024

Submitting Dept: DSC - Development Services Center Other:

Name of Staff Member Presenting to Council: Eldon Brown x6305

Agenda Type: First Reading Ordinance

Agenda Item Name: 4700 – Street Vacation of the alley between 4th & 5th, from Washington to Bernard.

Agenda Wording (250 Character Max): Vacation of the alley between 4th & 5th, from Washington to Bernard as requested by Koz on West 4th, LLC.

Summary Background (500 Character Limit): At its legislative session held on 7/31/2023 the City Council approved this vacation subject to conditions and read the ordinance for the 1st time. In that ordinance, an easement was reserved over the entire vacation area. Since that time the applicant has completed the vacation conditions and a full easement is no longer required. New 1st reading of the revised ordinance is requested.

Grant Related? Yes No

Public Works Related? Yes No

Fiscal Impact: Neutral

If Revenue or Expense:

**** If the item is an expense, please complete & include an Expenditure Control Form with the other documents.**

Council Notifications: Urban Experience Committee – 11/14/22

**** City Council Sponsor: Lori Kinnear, Betsy Wilkerson**

Any Additional Approvals Required:

Distribution List: I add the Submitter, Department Head, and Division Head to all agenda submittals.


edjohnson@spokanecity.org, ebrown@spokanecity.org, tpalmquist@spokanecity.org

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



**Right-of-way Description:
The alley between 4th Ave and 5th Ave,
From Washington St. to Bernard St.**

Legend

 Proposed Vacation

THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36422

An ordinance vacating the alley between 4th Avenue and 5th Avenue, from the east line of Washington Street to the west line of Bernard Street,

WHEREAS, a petition for the vacation of the alley between 4th Avenue and 5th Avenue, from the east line of Washington Street to the west line of Bernard Street, has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the alley between 4th Avenue and 5th Avenue, from the east line of Washington Street to the west line of Bernard Street and located within the NE Quarter of Section 19, Township 25 North, Range 43 East, W.M. is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the **entire west half of** the vacated area for the utility services of Avista Utilities, CenturyLink/Lumen, and Comcast to protect existing and future utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

From: Kinnear, Lori
Sent: Fri, 5 May 2023 17:15:03 +0000
To: Johnson, Erik D.; Wilkerson, Betsy
Cc: Brown, Eldon; Allers, Hannahlee
Subject: RE: City Council Sponsors

I will sponsor for discussion. I will need a lot more information about this project prior to approval.
Thanks
lk

From: Johnson, Erik D. <edjohnson@spokanecity.org>
Sent: Friday, May 05, 2023 10:02 AM
To: Kinnear, Lori <lkinnear@spokanecity.org>; Wilkerson, Betsy <bwilkerson@spokanecity.org>
Cc: Brown, Eldon <ebrown@spokanecity.org>
Subject: City Council Sponsors

Good morning,

Developer Services – Engineering is in need of City Council sponsors before scheduling an item at the next committee meeting.

Here is a little background

Property owners adjacent to the alley between 4th & 5th, from Washington to Bernard have applied to vacate the alley in order to accommodate a multifamily apartment building that would span across the alley. The project once completed would front on both 4th & 5th. They have applied for a right-of-way vacation and are requesting a hearing with City Council. Before setting the hearing, we would like to place this on the next PIES committee.

Attached you will find the right-of-way application documents and preliminary site plan showing what they would like to do.

Because the project location is within your district, would you both be willing to sponsor this item?

Thanks,



Erik Johnson | City of Spokane | Engineering Technician IV
Office 509.625.6445 | Cell 509.995.0870 | edjohnson@spokanecity.org

Development Services Center is open Monday-Friday 8 am – 5 pm in person, [online](#) or over the phone at 509.625.6300

From: Dillon, Paul
Sent: Tue, 19 Dec 2023 06:12:14 +0000
To: Johnson, Erik D.
Cc: Brown, Eldon; Wilkerson, Betsy; Ramos, Virginia
Subject: RE: City Council Sponsors

Apologies for the delay! Happy to get this moving.

Paul Dillon

Spokane City Councilmember District 2, Position 1
808 W. Spokane Falls Boulevard, Spokane, WA 99201-3335
Direct: (509) 625-6254 Cell: (509) 564-4569 Email: pdillon@spokanecity.org
This email is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to disclosure as a public record.

From: Johnson, Erik D. <edjohnson@spokanecity.org>
Sent: Monday, December 11, 2023 8:38 AM
To: Dillon, Paul <pdillon@spokanecity.org>
Cc: Brown, Eldon <ebrown@spokanecity.org>; Wilkerson, Betsy <bwilkerson@spokanecity.org>
Subject: FW: City Council Sponsors

Good morning Paul,

Developer Services – Engineering is in need of an additional City Council Sponsor. Lori Kinnear previously sponsored this item along with Betsy Wilkerson.

On July 31, 2023, Spokane City Council approved the vacation of an alleyway, subject to conditions and since that time the conditions have been met. (Please see attached documents)

In order to finalize the RW vacation, we need to place this item on the schedule at City Council for a new 1st and final reading of the ordinance. Would you be willing to sponsor this item?

Thanks,



Erik Johnson | City of Spokane | Engineering Technician IV
📞 Office 509.625.6445 | 📱 Cell 509.995.0870 | edjohnson@spokanecity.org

From: Wilkerson, Betsy <bwilkerson@spokanecity.org>
Sent: Friday, May 5, 2023 10:56 AM
To: Kinnear, Lori <lkinnear@spokanecity.org>; Johnson, Erik D. <edjohnson@spokanecity.org>
Cc: Brown, Eldon <ebrown@spokanecity.org>; Allers, Hannahlee <hallers@spokanecity.org>
Subject: RE: City Council Sponsors

Will sponsor also for discussion

From: Kinnear, Lori <lkinnear@spokanecity.org>

Sent: Friday, May 5, 2023 10:15 AM

To: Johnson, Erik D. <edjohnson@spokanecity.org>; Wilkerson, Betsy <bwilkerson@spokanecity.org>

Cc: Brown, Eldon <ebrown@spokanecity.org>; Allers, Hannahlee <hallers@spokanecity.org>

Subject: RE: City Council Sponsors

I will sponsor for discussion. I will need a lot more information about this project prior to approval.

Thanks

lk

From: Johnson, Erik D. <edjohnson@spokanecity.org>

Sent: Friday, May 05, 2023 10:02 AM

To: Kinnear, Lori <lkinnear@spokanecity.org>; Wilkerson, Betsy <bwilkerson@spokanecity.org>

Cc: Brown, Eldon <ebrown@spokanecity.org>

Subject: City Council Sponsors

Good morning,

Developer Services – Engineering is in need of City Council sponsors before scheduling an item at the next committee meeting.

Here is a little background

Property owners adjacent to the alley between 4th & 5th, from Washington to Bernard have applied to vacate the alley in order to accommodate a multifamily apartment building that would span across the alley. The project once completed would front on both 4th & 5th. They have applied for a right-of-way vacation and are requesting a hearing with City Council. Before setting the hearing, we would like to place this on the next PIES committee.

Attached you will find the right-of-way application documents and preliminary site plan showing what they would like to do.

Because the project location is within your district, would you both be willing to sponsor this item?

Thanks,



Erik Johnson | City of Spokane | Engineering Technician IV

Office 509.625.6445 | **Cell** 509.995.0870 | edjohnson@spokanecity.org

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**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/08/2024**Committee Agenda type:** Consent**Date Rec'd**

12/19/2023

Clerk's File #

ORD C36483

Renews #**Cross Ref #****Council Meeting Date:** 01/22/2024**Submitting Dept**

PUBLIC WORKS

Project #**Contact Name/Phone**

MARLENE FEIST 625-6505

Bid #**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

First Reading Ordinance

Council Sponsor(s)

JBINGLE BWILKERSON

Agenda Item Name

11/27 5200 – UPDATE TO GOLF COURSE IRRIGATION CONSERVATION CREDIT

Agenda Wording

An ordinance relating to the golf course irrigation conservation rate; amending section 13.04.2017 to chapter 13.04 of the Spokane Municipal Code and setting an effective date.

Summary (Background)

The attached ordinance reflects updates and clarifications to the golf course irrigation conservation rate. A full-length, 18-hole golf course qualifies for the credit if they use less than 40 million gallons of water in a year. A full-length 9-hole course also can qualify if they use less than 20 million gallons in a year. Additionally, Par 3 or mini golf courses are not eligible for the credit.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

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\$

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\$

#

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

| | |
|--|---|
| Submitting Department | Public Works and Utilities |
| Contact Name | Marlene Feist, Division Director |
| Contact Email & Phone | mfeist@spokanecity.org |
| Council Sponsor(s) | CP Kinnear |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min |
| Agenda Item Name | Resolution to ratify emergent support for Airway Heights |
| Summary (Background) | <p>Good water stewardship and conservation measures are a priority for the City and the Water Department. In 2009, the City Council adopted a Golf Course Irrigation Conservation Credit. Golf courses are significant users of water for irrigation, and this credit allows for a rate discount if a course uses less than 40 million gallons of water in a year.</p> <p>Several courses have achieved this goal and have received the credit over the years, including our own City courses where substantial irrigation upgrades have been installed. At this time, we believe some additional clarity around the credit is needed.</p> <p>This ordinance would clarify that full-length, 18-hole golf courses qualify for the credit if they use less than 40 million gallons of water in a year. A full-length 9-hole course also could qualify if they use less than 20 million gallons in a year. Additionally, the ordinance clarifies that Par 3 or mini golf courses are not eligible for the credit.</p> |
| Proposed Council Action | Pass updated Golf Course Irrigation Conservation Credit |
| Fiscal Impact | |
| Total Cost: Click or tap here to enter text. | |
| Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | |
| Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Specify funding source: Click or tap here to enter text. | |
| Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? | |
| <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible.</p> | |

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 ordinance clarifies the Golf Course Irrigation Conservation Credit so we are providing appropriate discounts based on size of course. Incentivizing conservation helps protect water resources and keep costs more affordable by lessening the need to expand infrastructure. Additionally, ensuring customers pay their fair share is critical for ensuring equity.

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

N/A

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

This ordinance is consistent with the Council's direction around water conservation, drought response, and similar actions. It is also consistent with the Water System Plan.

ORDINANCE NO. C36483

AN ORDINANCE relating to Water; amending section 13.04.2017 to chapter 13.04 of the Spokane Municipal Code (SMC); and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.04.2017 is amended to read as follows:

13.04.2017 Golf Course Irrigation Conservation Rate for Potable Water

A. Findings.

1. Golf Courses served by the water and hydroelectric services department are high consumers of potable City water for irrigation. There is a significant opportunity for water conservation in this area through measures that include the use of stored stormwater runoff, reclaimed sanitary wastewater, and more efficient irrigation systems.
2. A rate rule encouraging water conservation is an appropriate utility ratemaking consideration under RCW 35.92.010. Golf courses applying conservation measures as approved under subsection (C),~~((D))~~, and ~~((E))~~ (D) of this section hereafter should be considered a separate user classification. The director may require a golf course to receive irrigation service under a separate account.

B. Application.

The provisions of this section pertaining to the use of potable City water are subject to the following conditions.

1. They apply only to:
 - a. golf course irrigation and not to any other customer class or usage;
 - b. that portion of the water bill based on water consumption and not to any other charges;
 - c. direct water and hydroelectric services department retail customer golf course accounts, whether inside or outside the City.
2. They do not apply to any accrued billings or usage prior to the effective date of this section. The director is authorized to adjust the commencement of billings

under this section for a customer billing cycle as is most administratively convenient.

- a. The customer must apply in writing for the basic rate discount in subsection (C) ~~((and/or the supplemental rate credit in subsection (D) of this section))~~.
 - b. The application must be approved by the director in writing.
 - c. No claims for refund or credits for any billings prior to such application and approval may be recognized.
3. The basic rate discount in subsection (C) of this section is limited ~~((to))~~ as follows:
- a. 18-hole, full size golf course customers ~~((who))~~ that reduce their irrigation consumption to less than forty million gallons per year; and
 - b. 9-hole, full size golf course customers that reduce their irrigation consumption to less than 20 million gallons per year.
 - c. Water savings should be achieved through the implementation of water and hydroelectric services department approved water conservation measures.
 - d. The basic rate discount ~~((it))~~ does not apply to any water irrigation consumption savings for usages above forty million gallons per year for an 18-hole course or 20 million gallons per year for a nine-hole course.
4. Par 3 golf courses and mini golf courses are not eligible for any golf course water conservation rate discount or credit.
- ~~((4))~~ 5. If customer circumstances under which approval was granted do not continue to apply in full for any reason, the customer must immediately notify the water and hydroelectric services department in writing.
- a. In addition, the rates for potable water will be adjusted by the director from the time of change of circumstances, in proportion to the effect of the change as determined by the director.
 - b. In calculating any adjustments due the City, if any, the director may use information from the customer, or in absence of information being

submitted, the director is authorized to calculate amounts due based upon any information available to the director.

5. Golf course irrigation conservation rates will be reviewed annually for qualifications or as ordered by the director.

C. Basic Rate Discount.

1. The basic rate discount under this subsection applied for the current calendar year shall be based on the previous year's water use and shall be calculated as a fraction of the commercial water rate that otherwise would be charged to the golf course for its irrigation use consumption.
 - a. The numerator of this fraction is the gallons usage for the previous calendar year, as recognized by the director as a result of implementation of conservation programs approved by the water and hydroelectric services department.
 - b. The denominator is forty million gallons for 18-hole courses and 20 million gallons for 9-hole courses.
2. The written approval of the director under subsection (B)(2) of this section may include a guarantee of a minimum time the basic rate discount will continue consistent with this section, but may not exceed such time as:
 - a. reclaimed wastewater service under subsection ~~((E))~~ (D) of this section becomes available to the customer; or
 - b. there has been a change of conditions;
 - c. either item to be determined by the director, in the exercise of reasonable business judgment. In addition, the maximum time may not exceed ten years.

~~((D. Supplemental Rate Credit.~~

~~Where a golf course customer adds potable City water to ponds used for golf course irrigation, there are significant evaporation losses of potable City water. An additional rate credit not to exceed twenty cents per unit is allowed if the golf course customer implements new irrigation system improvements that eliminate existing evaporation of potable City water from irrigation ponds.~~

- ~~1. The total supplemental credit granted may not exceed the cost of improvements installed by the golf course customer to prevent evaporation loss.~~
- ~~2. The credit may only be applied one time per golf course for one twelve-consecutive month period, which may overlap a calendar year.))~~

((E)) D. Reclaimed Sanitary Wastewater.

1. Reclaimed sanitary wastewater is water reclaimed from the treatment of sanitary sewage that can be supplied for golf course irrigation. Such water may not meet potable drinking water standards, but is safe and reliable for golf course irrigation. The City water utility does not supply this service, but it may become available from the City wastewater management department or other water reclamation utility service providers.
2. Because the use of reclaimed sanitary wastewater provides the greatest savings in potable water use for golf course irrigation, whenever the director determines that such service is available to a golf course customer, considering the factors set forth hereafter, he may order disconnection of an account from potable water service provided by the water and hydroelectric services department. The decision shall be in writing and grant a reasonable time frame for conversion, which shall be at least twelve months. The time may be extended by the director, in the exercise of sound discretion.
3. Director decisions under this subsection shall be guided by the following factors:
 - a. Reliable reclaimed sanitary wastewater service is available to the customer under reasonable conditions and at a reasonable cost.
 - b. Water conservation requirements and mandates applicable by law to the City water utility.
 - c. The individual customer cost of conversion.
 - d. Fairness to the customer and to other water service customers.
4. The director may request a customer objecting to disconnection under this section to submit information for his consideration. The decision may be appealed to the City hearing examiner within thirty days.
 - a. The hearing shall be within thirty days of the appeal.

b. The decision may be appealed to a court of competent jurisdiction within thirty days, based on the record, reversible because of violation of law or arbitrary and capricious.

Section 2: Effective Date.

This Ordinance shall take effect and be in force on _____, 2024.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/08/2024**Committee Agenda type:** Discussion**Date Rec'd**

12/18/2023

Clerk's File #

ORD C36484

Renews #**Cross Ref #****Council Meeting Date:** 01/22/2024**Submitting Dept**

CITY COUNCIL

Project #**Contact Name/Phone**

ALEX GIBILISCO X6957

Bid #**Contact E-Mail**

AGIBILISCO@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

First Reading Ordinance

Council Sponsor(s)

PDILLON BWILKERSON ZZAPONE

Agenda Item Name

0320 ORDINANCE ESTABLISHING PROCESS FOR REVIEW OF CITY-OWNED

Agenda Wording

Ordinance establishing review of community concerns regarding institutional statements, names or monuments on property owned by the City of Spokane.

Summary (Background)

Ordinance establishing review of community concerns regarding institutional statements, names or monuments on property owned by the City of Spokane. This ordinance passed the Council on July 10, 2023 in substantially the same form, and vetoed by the Mayor on July 24, 2023. At that time there was not sufficient council support to override the veto. This version of the ordinance includes additional recitals, and a timeline for a portion of the review process.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Not applicable

Amount**Budget Account**

Select

\$

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Committee Agenda Sheet

Urban Experience Committee

| | |
|---|--|
| Submitting Department | City Council |
| Contact Name | Alex Gibilisco |
| Contact Email & Phone | agibilisco@spokanecity.org |
| Council Sponsor(s) | CM Dillon, CP Wilkerson |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 |
| Agenda Item Name | Process for Addressing City-Owned Property |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>During the celebration of Whistalks Way name change we heard from community members that it took over 50 years of advocating and petitioning the City for the name change.</p> <p>In 2022 the Human Rights Commission conducted community engagement and passed a resolution regarding the Monaghan Statue. There was not a clear process to acting or responding to their recommendation with this city owned property.</p> <p>On January 5, 2023, Spokane Human Rights Commission passed a resolution proposing a standard protocol for processing, considering, and acting upon citizens’ concerns about City-owned buildings, sites, structures, monuments, and other objects.</p> <p>This is an ordinance relating to the establishment of a process to consider and act upon community members’ concerns regarding City-owned property; adopting a new Chapter 18.10 to Title 18 of the Spokane Municipal Code.</p> <p>This ordinance was adopted by the council in substantially the same form on July 10, 2023 and vetoed by the Mayor on July 24, 2023. This version of the ordinance adds new recitals and a timeline for review.</p> |
| Proposed Council Action | UE – 1/8/24 Council First Reading – 1/22/24 Council Final Reading – 1/29/24 |
| Fiscal Impact Total Cost: Click or tap here to enter text. Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Potential future impacts if council votes to address future sites, structures, monuments, and other objects. | |

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

This chapter applies to all visible property owned by the City of Spokane, within the city limits of Spokane, Washington. This chapter details and defines a process for receiving, researching, reviewing, and recommending action to address community concerns regarding institutional statements, names or monuments on property owned by the City of Spokane.

The ordinance also affirms the City of Spokane commitment to ensuring that all people living and working in Spokane have a sense of belonging, and the City is committed to addressing issues that undermine that commitment.

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 can be collected when OCREI reviews the request in consultation with the City of Spokane Legal Department and other necessary or relevant departments, boards, commissions, affected Native American tribes and compile relevant information and findings that will inform a final recommendation.

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

The requested action, “shall include: history of the City-owned property in question; details on the review process; appropriate department(s) to execute; anticipated cost to implement any recommendation; any relevant information presented by the OCREI to the SHRC; and any other actions the SHRC would like the City to take.”

In addition, the process encourages coordination between departments to develop a recommendation.

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 ordinance is responding to the Human Rights Commission recommendation.

(Title 4, 4/20/92) 4.10.010

The human rights commission advises and makes recommendations to the city council regarding issues related to human rights and unjust discrimination and the implementation of programs consistent with the needs of all residents of the City of Spokane.

Section 18.01.010

The City of Spokane finds that discrimination based on race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disability Act 42 U.S.C § 12101 et seq, and/or the Washington State Law Against Discrimination, Chapter 49.60 RCW, or the receipt of, or eligibility for the receipt of, funds from any housing choice or other subsidy program or alternative source of income poses a substantial threat to the health, safety and

general welfare of the citizens of Spokane. The City deems it necessary and proper to enact a local ordinance to address these issues.

ORDINANCE NO. C36484

An ordinance relating to the establishment of a process to consider and act upon community members' concerns regarding City-owned property; adopting a new Chapter 18.10 to Title 18 of the Spokane Municipal Code.

WHEREAS, under Section 18.01.10 of the Spokane Municipal Code, the City has found that discrimination based on race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, and/or the presence of any sensory, mental or physical disability, poses a substantial threat to the health, safety and general welfare of the citizens of Spokane; and

WHEREAS, institutional statements, names or monuments found on City-owned property that reflect the historical denial of human rights, discrimination, and exclusion may cause mental pain and suffering among community members, and also foster a continuing disrespect of historically marginalized members of the community; and

WHEREAS, the City of Spokane is committed to ensuring that all people living and working in Spokane to have a sense of belonging, and further committed to addressing issues that undermine that commitment like institutional statements, names or monuments that reflect the historical denial of human rights, discrimination, and exclusion; and

WHEREAS, the City of Spokane is further committed to providing community members with the opportunity to formally raise their concerns about institutional statements, names or monuments on City-owned property, and committed to ensuring that the appropriate course of action is taken to address said concerns; and

WHEREAS, the City of Spokane desires to create an accessible process for community members to raise these concerns and have a known and predictable process of review, outreach, and community recommendation; and

WHEREAS, the accessible process should include final recommendation for action by the Spokane City Council, which may include removal, renaming, or relocating content on City-owned property; and

WHEREAS, on July 10, 2023 the City Council adopted ordinance C36402, establishing a new chapter 18.10 of the Spokane Municipal Code relating to institutional statements, names or monuments on City-owned properties; and

WHEREAS, Ordinance C36402 was vetoed by Mayor Woodward on July 24, 2023, ostensibly on the grounds that Ordinance C36402 circumvented the City's historic preservation mandates as reflected in the statutory mission of the City's Landmarks Commission, set forth in Chapter 04.35 of the Spokane Municipal Code; and

WHEREAS, subsequent discussions with City staff following Mayor Woodward’s veto of Ordinance C36402 have determined the Landmarks Commission is not suited to review issues related to institutional statements, names or monuments on City-owned properties in the manner outlined under C36402, and that the Landmarks Commission does not view the mandates under C36402 as part of its mission; and

WHEREAS, as of January 1, 2023, there will be two new members of the City Council, and likely an additional new council member after January 22, 2024, none of whom had an opportunity to vote on C36402 when it was originally taken up by the council.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is enacted a new chapter 18.10 to Title 18 of the Spokane Municipal Code to read as follows:

| | |
|---------------|--|
| Chapter 18.10 | Process for Review of Institutional Statements, Names and Monuments on City Property |
| SMC 18.10.010 | Scope and Purpose |
| SMC 18.10.020 | Definitions |
| SMC 18.10.030 | Process of Review by Spokane Human Rights Commission |
| SMC 18.10.040 | Recommendation to Spokane City Council |
| SMC 18.10.050 | Naming Policies |

18.10.010 Scope and Purpose

Institutional statements, names or monuments found on City-owned property that reflect the historical denial of human rights, discrimination, and exclusion can cause mental pain and suffering among community members, and also foster a continuing disrespect of historically marginalized members of the community. The City of Spokane is committed to ensuring that all people living and working in Spokane have a sense of belonging, and further committed to addressing issues that undermine that commitment.

This chapter applies to all visible property owned by the City of Spokane, within the city limits of Spokane, Washington. This chapter details and defines a process for receiving, researching, reviewing, and recommending action to address community concerns regarding institutional statements, names or monuments on property owned by the City of Spokane.

18.10.020 Definitions

- A. "Community member" refers to an individual who lives or works within the city limits of Spokane, Washington.
- B. "Concern" refers to the disapproval or dismay of a community member regarding the property, as formally presented to the SRHC in the form of a written request to

review certain City-owned property.

- C. "Content" refers to the physical image, name, description, inscription, monument or other defining features of property owned by the City of Spokane.
- D. "Department" refers to the City of Spokane department that has been tasked by the Spokane City Council of carrying out the recommended action.
- E. "OCREI" refers to the Spokane Office of Civil Rights, Equity, and Inclusion.
- F. "Property" or "City-owned Property" refers to the building, monument, site, street, roadway, structure, or any other object owned by the City of Spokane or under the control, ownership, and/or jurisdiction of either the Spokane Park Board or the Library Board of Trustees.
- G. "Request" refers to a formal, written statement from a Requester asking for review of certain City-owned property under this ordinance.
- H. "Requester" refers to the community member who files a request.
- I. "SHRC" refers to the Spokane Human Rights Commission, a volunteer board of individuals appointed by the Mayor of Spokane and approved by the Spokane City Council. These individuals advise and make recommendations to the Spokane City Council regarding issues related to human rights.
- J. "Workgroup" refers to the SHRC Civic Impact workgroup of the Spokane Human Rights Commission.

18.10.030 Process of Review by Spokane Human Rights Commission

The process for considering and acting upon community members' concerns regarding the content of City-owned property is as follows:

- A. Individuals and/or groups can request that the City of Spokane review certain City-owned property by submitting a request to the Spokane Human Rights Commission (SHRC). The SHRC shall act as the coordinator of the process for reviewing the request.
- B. Once the SHRC receives a request, the SHRC shall then task the SHRC Civic Impact Workgroup ("Workgroup") as its designee to process the request, and the Workgroup shall coordinate the process for reviewing the request.
- C. The Workgroup shall then review the request and determine whether or not to start a review, considering whether the content described in the request is discriminatory under SMC 18.01.010 or the content is likely to cause mental pain, suffering or disrespect in a reasonable person with a cultural background and lived experience

that would make them vulnerable.

- i. If the Workgroup finds that the content does not violate SMC 18.01.010 and is not likely to cause mental pain, suffering or disrespect, the review shall end, and the Workgroup shall notify the Requester of the decision and provide them the information to present their concerns to the full SHRC at a meeting via public comment.
 - ii. If the Workgroup finds that the content does violate SMC 18.01.010 or is likely to cause mental pain, suffering or disrespect, it shall refer the request to the Spokane Office of Civil Rights, Equity, and Inclusion (OCREI).
- D. After referral from the Workgroup, the OCREI shall then review the request in consultation with the City of Spokane Legal Department and other necessary departments, boards, commissions, affected Native American tribes and compile relevant information and findings that will inform a final recommendation. Relevant information shall include any history relating to the City's acquisition of the property or placement of the content thereon, including donor restrictions or requirements. Within 180 days of receiving the referral, the OCREI shall present the information, findings and recommendation to the Workgroup, including whether the recommendation of the SHRC will be submitted to the City Council, the Park Board or the Library Board. This review process shall not limit the authority or responsibility of any department, board or commission established by law.
- E. Upon receipt of information and findings from the OCREI, the Workgroup shall review the information and findings, and determine if the Request should be brought forward to the full SHRC. If the Workgroup determines that the SHRC should address the matter, the request shall be placed on a regular SHRC meeting agenda for discussion. At this point, the requester shall be notified of the decision to pursue the matter. The requester shall also be notified of the meeting and may address the full SHRC via public comment or presentation under the rules of the SHRC.
- F. Upon conclusion of discussion of the request at the regular SHRC meeting, any Commissioner may move for the matter to be forwarded to the SHRC Executive Committee for further collaboration with the OCREI on research, analysis, outreach, and stakeholder engagement. Upon completing its review, the SHRC Executive Committee shall place the matter on a regular SHRC meeting agenda for further review and action.

18.10.040 Recommendation to Spokane City Council

- A. The SRHC shall review the materials from the Workgroup, the SRHC Executive Committee, and the OCREI, and shall determine whether to make a recommendation to the Spokane City Council regarding the request. Any

recommendation from the SHRC shall be in the form of a resolution and shall lay out, in specifics, the requested action by the City Council and shall include: history of the City-owned property in question; details on the review process; appropriate department(s) to execute, anticipated cost to implement any recommendation; any relevant information presented by the OCREI to the SHRC; and any other actions the SHRC would like the City to take. The SHRC recommendation may include but is not limited to: renaming the property; recontextualizing, replacing, or removing any content on the property; or removal or relocation of any content. Provided, except as provided in subsection C below, any recommendation to rename City-owned property must be submitted to the Spokane Plan Commission for its recommendation prior to forwarding to the Spokane City Council. The resolution shall also specify which City of Spokane department the SHRC determines to be the appropriate lead implementer of any recommended actions.

- B. The resolution will be brought forward to the full Spokane City Council by the SHRC Council Liaison at a City Council Committee meeting. Any further action by Council will adhere to City Council Rules.
- C. If the property subject to the request and the SHRC recommendation is under the care, management, or control of the Park Board or the ownership and jurisdiction of the Library Board, the SHRC recommendation shall be submitted to the respective board for consideration.

18.10.050 Naming Policies

All administrative City policies and procedures relating to naming shall be revised to include, as part of its criteria, a desire to avoid causing recollections of the historical denial of human rights, discrimination, and exclusion of historically marginalized members of the community. The Park Board and Library Board are encouraged to adopt a mechanism for avoiding commemoration the historical denial of human rights, discrimination, and exclusion of historically marginalized members of the community in their naming policies.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 01/08/2024**Committee Agenda type:** Discussion**Date Rec'd**

12/20/2023

Clerk's File #

ORD C36485

Renews #**Cross Ref #****Council Meeting Date:** 01/22/2024**Submitting Dept**

CITY COUNCIL

Project #**Contact Name/Phone**

CHRIS WRIGHT X6210

Bid #**Contact E-Mail**

CWRIGHT@SPOKANECITY.ORD

Requisition #**Agenda Item Type**

First Reading Ordinance

Council Sponsor(s)

ZZAPPONE PDILLON

Agenda Item Name

FAMILY FRIENDLY FESTIVALS ORDINANCE

Agenda Wording

Ordinance revising current provisions relating to special events permits with respect to events with alcohol service areas.

Summary (Background)

SMC 10.39.040 currently restricts the access of in areas of special events where alcohol is served, and includes limitations on the number of areas serving alcohol as well as fencing requirements. This ordinance revises SMC 10.39.040 to eliminate existing restrictions on access and other requirements, to more closely conform to WSLCB regulations for special events.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

No known fiscal impact to the City. It is expected that greater flexibility on alcohol service for special events will encourage more special events.

Amount**Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

WRIGHT, CHRISTOPHER

Division Director

Accounting Manager

ORLOB, KIMBERLY

Legal

PICCOLO, MIKE

For the Mayor

Additional Approvals

Distribution List

korlob@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

| | |
|--|---|
| Submitting Department | City Council |
| Contact Name | Virginia Ramos |
| Contact Email & Phone | vramos@spokanecity.org |
| Council Sponsor(s) | CM Zappone, CM Dillon |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 |
| Agenda Item Name | Modifying the Special Events Ordinance |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>This ordinance amends the City of Spokane special events ordinance and recognizes that special events contribute to the unique character and vitality of the city. This ordinance expands the use of beer gardens on the public right away, and offers increased opportunity for citizens, families and visitors to enjoy the full experience of a city celebration where alcohol is served.</p> <p>The ordinance was drafted with input from City Permitting, ONS, and SPD, and in after consulting with staff at the Washington State Liquor and Cannabis Board.</p> |
| Proposed Council Action | UE – January 8, 2024 Council First Reading – January 22, 2024 Council Final Reading – January 29, 2024 |
| Fiscal Impact | |
| Total Cost: Click or tap here to enter text. | |
| Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | |
| Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Specify funding source: Click or tap here to enter text. | |
| Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) No budget impacts | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? | |
| No known impacts. | |
| 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? | |
| It is not anticipated that this ordinance change will affect communities differently. | |

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

Code and permitting information is collected and data will be compiled to assess the outcomes from the change.

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 City has a current process to apply for a special event permit. This ordinance expands access to families.

ORDINANCE NO. C36485

An Ordinance relating to the regulation of special events and establishing a process allowing for expanded events, amending Section 10.39.040 (D) of the Spokane Municipal Code.

WHEREAS, the City of Spokane's festivals and other special events contribute to the unique character and vitality of the City, and provide benefits to the community as a whole; and

WHEREAS, special events range from small neighborhood-level events to large-scale, City-wide events that bring in millions of people to the City each year including families, international visitors and outdoor enthusiasts; and

WHEREAS, there are certain circumstances during special events when there is a social element and a celebration that enhances the festive event experience for all visitors; and

WHEREAS, many families with children attend festivals and events in the City of Spokane, and current restrictions interfere with families enjoying the full range of activities within the festival area; and

WHEREAS, the Spokane City Council believes that the consumption of alcohol in public is an important issue that requires oversight to protect the safety, wellbeing, comfort and repose of the Citizens of Spokane; and

WHEREAS, the Washington Liquor and Cannabis Board provides an Application for a Special occasion License for a Nonprofit Society or Organization that, if approved, permits minors in an alcohol restricted area under limited circumstances; and

WHEREAS, while considering the social elements of serving alcohol, the Spokane City Council desires to expand access consistent with the rules established by the Washington Liquor and Cannabis Board, while providing clear rules and guidelines for special events permit's that are inclusive and mindful of all different groups of people; and

WHEREAS, the Spokane City Council believes the current language is too restrictive.

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

Section 1 Chapter 10.39.040 (D) of the Spokane Municipal Code is amended as follows:

Chapter 10.39 Special Events

Section 10.39.040 Conditions Affecting the Special Event Permit Process

- A. Reasonable and necessary conditions may be imposed with the issuance of the permit.
- B. Conditions imposed will ensure that the special event does not:
1. substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of the proposed route;
 2. cause an unreasonable conflict with construction or development in the public right-of-way or at a public facility;
 3. require the diversion of police and fire personnel and equipment from their normal duties without provisions for such;
 4. interfere with the movement of police, fire, ambulance and other emergency vehicles on the streets; and
 5. interfere with any other special event for which a permit has already been granted.
- C. The use of a float requires a permit from the fire department and is subject to conditions set forth in the fire code.
- D. The use of beer gardens on public right of way is acceptable if following conditions have been met (this condition does not apply to beer gardens in City parks and/or private property requiring a special event permit)
1. A permit is required from the Washington Liquor Cannabis Board. If minors will be present in the alcohol restricted area, the Special Occasion Application Addendum must be submitted to the Washington Liquor Cannabis Board with the Application for Special Occasion License. Minors under the age of 21 shall be accompanied by an adult at all times while in the restricted area.
 2. Beer garden must close by 40 11 PM. If the Special Occasion Application Addendum has been submitted and minors are approved to be in the serving area by the Liquor and Cannabis Board and the local authority, the beer garden must close by 9:00 p.m.
 3. Liquor Endorsement must be included on insurance coverage.
 4. Beer garden(s) must be clearly designated with a minimum height of 42 inch 4 foot-high fencing surrounding the area; fencing, tables, chairs, etc. must be able to be removed quickly to allow passing of emergency vehicles.

5. Clearly designated entrance/exit points. Openings into and out of the outdoor alcohol service area cannot exceed 10 feet. If there is more than one opening along one side, the total combined opening may not exceed 10 feet.
- ~~6. Two uniformed security guards must be posted at every entrance/exit point unless deemed unnecessary.~~
7. No outside alcohol may be brought into beer garden and no alcohol may be removed.
- ~~8. Wrist bands or other clearly visible identification system must be used to designate who is eligible to enter the beer garden area; no person under 21 will be allowed into the garden area.~~
- ~~9. Only one beer garden allowed per event.~~

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date