CITY OF SPOKANE

NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Revised** Proclamation **20-28.15**, dated **January 19, 2021**, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below.

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on **November 29, 2021.**

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at **https://my.spokanecity.org/citycable5/live**, or by calling **1-408-418-9388** and entering the access code **146 396 3105** for the 3:30 p.m. Briefing Session or **146 534 7102** for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320.**

To participate in virtual public comment:
Sign up to give testimony at **https://forms.gle/RtciKb2tju6322BB7.** You must sign up in order to be called on to testify. The form will be **open at 5:00 p.m. on Monday, November 29, 2021, and will close at 6:00 p.m.** At 6:00 p.m., you will call in to the meeting using the information above. When it is your turn to testify, Council President will call your name and direct you to hit *3 on your phone to ask to be unmuted. The system will alert you when you have been unmuted and you can begin giving your testimony. When you are done, you will need to hit *3 again.

To participate in Open Forum:
Open Forum will take place at the end of the City Council Legislative Session unless the meeting lasts past 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: **https://forms.gle/WtfGZ3HqQuXCipcX9**. The form will **open at 5:00 p.m. on Monday, November 29, and will close at 6:00 p.m.** Instructions for participating are available on the form. 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 open forum and public testimony on legislative items!**

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 each meeting, after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 pm, which may be extended by motion.

B. At the beginning of the open forum session, staff will collect the sign-up sheet(s) and deliver them to the Chair. The order of the speakers and the appropriate time limits for the speakers will be determined at the discretion of the Chair. Each speaker shall be limited to no more than three minutes.

C. No action, other than a statement of Councilmembers' 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; all matters discussed in the open forum shall relate to the affairs of the City and items not currently included on that week's current agenda or the next week's advance Council agendas. No person shall be permitted to speak in open forum regarding items on 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.

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 on the Council's legislative agenda: first and 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 during the 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 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 personal insults will be permitted.

F. A speaker asserting a statement of fact may be asked 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, and shall confine remarks to the matters that are specifically before the Council at that time.

H. 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 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 Director 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.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.16(A), with those exceptions stated in Rule 2.17(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, at their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.

B. No public testimony shall be taken on items on the Council's consent agenda, amendments to legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.

C. 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.

D. 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.

THE CITY OF SPOKANE

CURRENT COUNCIL AGENDA

MEETING OF MONDAY, NOVEMBER 29, 2021

MISSION STATEMENT

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

MAYOR NADINE WOODWARD
COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE
COUNCIL MEMBER LORI KINNEAR
COUNCIL MEMBER KAREN STRATTON
COUNCIL MEMBER MICHAEL CATHCART
COUNCIL MEMBER CANDACE MUMM
COUNCIL MEMBER BETSY WILKERSON

CITY COUNCIL CHAMBERS
CITY HALL
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers for November 22, 2021:

User Name: **COS Guest**
Password: **ehCyS53s**

Please note the space in user name.
Both user name and password are case sensitive.

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

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

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.

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. There will be an opportunity for the expression of public views during the Open Forum at the beginning and the conclusion of the Legislative Agenda on any issue not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election.

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.**
- **Each person speaking at the public microphone shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.**
- **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.**

SPEAKING TIME LIMITS: **Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.**

CITY COUNCIL AGENDA: **The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.**

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 Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.**

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)
(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

	REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1.	Spokane Airport Board 2022 Budget. (Council Sponsor: Council President Beggs)	Approve	FIN 2021-0002
2.	Five-Year Value Blanket Order with CDA Redi Mix & Precast, Inc. (Coeur d'Alene, ID) for precast concrete products to be ordered by the Water & Hydroelectric Services and Wastewater Maintenance Departments on an as-needed basis–$250,000. (Council Sponsor: Council Member Wilkerson)	Approve	OPR 2021-0766 BID 5516-21
3.	Updated Five-year Contract with Cale America, Inc., dba Flowbird (Clearwater FL) for CWT Touch kiosks to replace existing 10 kiosks and current paid parking equipment located in and around downtown Spokane–$2,932,000. (Previously approved by City Council on August 2, 2021) (Council Sponsor: Council Member Stratton)	Approve	OPR 2021-0503 RFP 5207-19

4.	**Three-Year Leases of Ford Rangers from Enterprise Services for:**	**Approve All**	
	a. Code Enforcement–$18,595.44 ($516.41/month).		**OPR 2021-0767**
	b. Riverside Park Water Reclamation Facility–$18,595.44 ($516.41/month).		**OPR 2021-0768**
	(Council Sponsor: Council Member Wilkerson)		
5.	**Contract with Pro Mechanical Services Inc. (Spokane Valley, WA) for replacement of the HVAC boiler for Station 1/Fire Administration–$121,750 (plus tax). (Council Sponsor: Council Member Kinnear)(Relates to Special Budget Ordinance C36146)**	**Approve**	**OPR 2021-0769**
6.	**Contract with Matrix Consulting Group (San Mateo, CA) for consultant review of current City practices within the Police and Fire Departments to determine the root causes of overtime–$109,800. (Council Sponsor: Council Member Cathcart)**	**Approve**	**OPR 2021-0770**
7.	**Contract Extension with Infinite Innovations, LLC (Hayden, ID) to provide JustWare operational support and maintenance and complete critical path activities for the eSeries project from January 1, 2022 through December 31, 2022–$122,700. (Council Sponsor: Council Member Wilkerson)**	**Approve**	**OPR 2020-0028**
8.	**Contract Amendment with Volt Workforce Solutions (Spokane Valley, WA) for project management and Business/Technical Analyst Services from January 1, 2022, through December 31, 2022–$240,000. (Council Sponsor: Council Member Wilkerson)**	**Approve**	**OPR 2017-0876**
9.	**Requesting approval for the accounts receivable associated with the uncollectable parking revenue to be written off to bad debt expense in the Parking Services Fund–$133,370.37. (Council Sponsor: Council Member Wilkerson)**	**Approve**	**OPR 2021-0771**
10.	**Interlocal Agreement establishing the interlocal relationship between Workforce Development, Spokane County, and the City of Spokane and agreed upon cost contribution by each agency for the Envision Center over the life of the agreement–$169,157. (Council Sponsor: Council President Beggs)**	**Approve**	**OPR 2021-0616**
11.	**Permission to award T-RAP funds from the WA State Department of Commerce to Geocko, Inc. dba**	**Approve**	**OPR 2021-0696**

	LiveStories—$10,540,405. [LiveStories Award: $10,276,895; City Admin: $263,510 ($2.5%)] (Council Sponsor: Council Member Wilkerson)		
12.	**Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through November 19, 2021, total $12,578,442.12, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $10,887,645.32.**	**Approve & Authorize Payments**	**CPR 2021-0002**
13.	**City Council Meeting Minutes: November 15, 2021.**	**Approve All**	**CPR 2021-0013**

EXECUTIVE SESSION

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

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)
(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

LEGISLATIVE SESSION

(6:00 P.M.)
(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS
(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS	RECOMMENDATION	
Airport Board: One Reappointment.	Confirm	CPR 1982-0071
Bicycle Advisory Board: Two Reappointments	Confirm	CPR 1992-0059

ADMINISTRATIVE REPORT

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C36145 **Asset Management Capital Fund**
(1) Increase revenue by $250,000.
(A) $250,000 of the increased revenue represents a transfer in from the General Fund.
(2) Increase expenditures by $250,000.
(A) $250,000 of the increased expenditure is provided solely for capital improvements to the Cannon Street Shelter, including the addition of supplementary shelter structures on the premises to be used for providing shelter to persons who have been exposed to COVID-19.

(This action allows for capital improvements to the Cannon Street shelter.) (Council Sponsor: Council Member Wilkerson)

ORD C36146 **Asset Management Fund**
(1) Increase appropriation by $133,000.
(A) $133,000 of the increased appropriation is provided solely for emergency capital outlay and machinery & equipment expenses.

(B) The increase in appropriation is from the Asset Management Fund's Unappropriated Reserves.

(This action allows for the purchase of a replacement boiler for Fire Station 1.)(Council Sponsor: Council Member Kinnear) (Relates to Consent Agenda Item No. 5)

ORD C36147

General Fund
(1) Decrease revenue by $1,575,000.
(A) $1,575,000 of the decreased revenue represents the estimated amount that was to be reimbursed by the Federal Emergency Management Agency. The reimbursement will shift to the Arterial Street Fund.
(2) Decrease appropriation by $1,575,000.
(A) $1,575,000 of the decreased appropriation was provided to the Engineering Services department solely for the purpose of emergency work related to the Clarke Avenue landslide. The emergency work will shift to the Arterial Street fund.

and

Arterial Street Fund
(1) Increase revenue by $2,100,000.
(A) $1,575,000 of the increased revenue represents the estimated amount to be reimbursed by the Federal Emergency Management Agency.
(B) $525,000 of the increased revenue represents a transfer in from the General Fund.
(2) Increase appropriation by $2,100,000.
(A) $2,100,000 of the appropriation is provided solely for the purpose of emergency work related to the Clarke Avenue landslide.

(This action funds necessary operation expenses related to the emergency situation created by the Clarke Ave. Landslide.) (Council Sponsor: Council Member Wilkerson)

ORD C36148

Iron Bridge TIF Debt Service Fund
1) Increase appropriation by $200.
A) $200 of the increased appropriation is provided solely for debt payment.

and

University District LRF Debt Service Fund
1) Increase appropriation by $1.
A) $1 of the increased appropriation is provided solely for debt payment.

and

Golf Fund
1) Increase appropriation by $340,745.
A) $340,745 of the increased appropriation is provided solely for other improvements including roof and HVAC replacement.

(This action allows for adjusting appropriation authority in selected funds.) (Council Sponsor: Council Member Wilkerson)

ORD C36149 **General Fund**
(1) Decrease the appropriation for the Probation Officer I position in the Community Justice Services department by $12,545.
(2) Increase the appropriation for operating lease in the Community Justice Services department by $12,545.
(3) Decrease the appropriation level for the Court Clerk I position in the Municipal Court department by $77,500.
(4) Increase the appropriation level for operating lease in the Municipal Court department by $77,500.
(A) There is no change to the appropriation level in the General Fund.

(This action allows for increasing the operating lease budget to pay the 2020 Public Safety Building and Courthouse Annex joint-use rent.) (Council Sponsor: Council Member Wilkerson)

ORD C36150 **Fire/EMS Fund**
1) Increase revenue by $756,812
a. Revenue received by the department as reimbursement of costs incurred responding to regional fire mobilizations
2) Increase appropriations by $756,812
a. Increase in appropriations to offset costs incurred responding to regional fire mobilizations
b. Costs related to overtime/backfill, and travel/lodging

(This action allows for funding of unbudgeted costs related to responding to regional wildfire mobilizations.) (Council Sponsor: Council Member Kinnear)

EMERGENCY ORDINANCES

(Requires Five Affirmative, Recorded Roll Call Votes)

Request motion to suspend Council Rules to add the following item (ORD C36155):

ORD C36155 **Improving the public works apprenticeship program to match recent updates to state law and increase apprenticeship utilization; updating the process of seeking exemptions; specifying "per craft" apprenticeship utilization requirements; introducing a graduated penalty schedule; and making associated technical corrections; amending sections 07.06.720, 07.06.730, 07.06.760, 07.06.770, and 07.06.780; and enacting new sections 07.06.725 and 07.06.790 of the Spokane Municipal Code; and declaring an emergency. (Council Sponsor: Council President Beggs)**

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2021-0091 **Approving the Spokane Employees' Retirement System (SERS) Board's change in the employee and employer contribution rates in accordance with Spokane Municipal Code 4.14.070. (Council Sponsor: Council Member Cathcart)(Deferred from November 1, 2021, Agenda)**

RES 2021-0098 **Forming an ad hoc equity subcommittee of the City Council's Finance and Administration Committee. (Council Sponsor: Council Member Wilkerson)**

Request motion to substitute the following Resolution (RES 2021-0097) and accompanying Development Agreement with updated revised versions:

RES 2021-0097 **Approving an extension of a development agreement regarding the preliminary plat and planned unit development referred to as The Vistas at Beacon Hill. (Council Sponsor: Council Member Cathcart) (Deferred from the November 22, 2021, Agenda)**

ORD C36139 to ORD C36144 **(To be considered under Hearings Items H1.a. through H1.f.)**

FIRST READING ORDINANCES

ORD C36151 **Updating the framework for the Downtown Parking and Business Improvement Area; amending SMC sections 4.31.020, 4.31.030, 4.31.040, 4.31.080, 4.31.090 and 4.31.140. (Council Sponsors: Council President Beggs and Council Members Kinnear and Stratton)**

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

		RECOMMENDATION	
H1.	**Hearings on Comprehensive Plan Amendments (Final Reading Ordinances C36139 thru C36144):**		
	a. Final Reading Ordinance C36139 Relating to application Z20-194COMP, and amending Map LU 1, Land Use Plan Map, of the City's Comprehensive Plan from "Light Industrial" to "Centers and Corridors Core" for approximately 2.5 acres located	**Pass upon Roll Call Vote**	**ORD C36139**

	at 120 North Magnolia Street (Parcel 35163.3001) and amending the Zoning Map from "Light Industrial (LI)" to "Centers And Corridors Type 1, Employment Center (CC1-EC)". (By a vote of 8 to 0, the Plan Commission recommends approval.) (Council Sponsor: Council Member Kinnear)		
b.	**Final Reading Ordinance C36140 relating to application Z20-206COMP, amending Map LU 1, Land Use Plan Map, of the City's Comprehensive Plan from "Residential 4-10" to "Residential 15-30" for approximately 3.9 acres located at 155, 173, 177, 203, 203 ½, 209, 215, 221, 227, 301, 305, 317, 327, & 403 East Cleveland Avenue (Parcels 35082.0919 through 0933) and amending the Zoning Map from "Residential Single Family (RSF)" to "Residential Multifamily (RMF)". (By a vote of 6 to 2, the Plan Commission recommends approval.) (Council Sponsor: Council Member Kinnear)**	**Pass upon Roll Call Vote**	**ORD C36140**
c.	**Final Reading Ordinance C36141 relating to application file Z20-207COMP amending Map LU 1, Land Use Plan Map, of the City's Comprehensive Plan from "Residential 4-10" to "General Commercial" for approximately 0.16 acres located at 1015 West Montgomery Avenue (Parcel 35073.2505) and amending the Zoning Map from "Residential Single Family (RSF)" to "Centers and Corridors Type 2, District Center (CC2-DC). (By a vote of 8 to 0, the Plan Commission recommends approval.) (Council Sponsor: Council Member Kinnear)**	**Pass Upon Roll Call Vote**	**ORD C36141**
d.	**Final Reading Ordinance C36142 relating to application file Z20-208COMP and amending Map LU 1, Land Use Plan Map, of the City's Comprehensive Plan from "Residential 10-20" to "Residential 15+" for approximately 1.31 acres located at 1014, 1022, 1028 West Sinto Avenue and 1011, 1017, 1023, 1027 West Maxwell Avenue (Parcels 35182.2401 through 35182.2407 & 35182.2409) and amending the Zoning Map from "Residential Two Family (RTF)" to "Residential High Density, 55-foot max height (RHD-55)". (By a vote of 8 to 0, the Plan Commission recommends approval.) (Council Sponsor: Council Member Kinnear)**	**Pass Upon Roll Call Vote**	**ORD C36142**

e.	**Final Reading Ordinance C36143 relating to application file Z20-209COMP and amending Map LU 1, Land Use Plan Map, of the City's Comprehensive Plan from "Residential 10-20" to "Centers and Corridors Core" for approximately 1.9 acres located at 1025 West Spofford Ave (Parcel 35076.3915) and amending the Zoning Map from "Residential Two Family (RTF)" to "Centers and Corridors Type 1, District Center (CC1-DC)". (By a vote of 8 to 0, the Plan Commission recommends approval.) (Council Sponsor: Council Member Kinnear)**	**Pass Upon Roll Call Vote**	**ORD C36143**
f.	**Final Reading Ordinance C36144 relating to proposal file Z21-022COMP and amending Comprehensive Plan Map TR-5, proposed Bike Network Map, in various locations Citywide. (By a vote of 8 to 0, the Plan Commission recommends approval.) (Council Sponsor: Council Member Kinnear)**	**Pass Upon Roll Call Vote**	**ORD C36144**
H2.	**Continue Hearing on Proposed 2022 Budget. (Continued from November 22, 2021, Agenda)**	**Hold Hrg. Then Continue to 12/6/21**	**FIN 2021-0001**

OPEN FORUM

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: https://forms.gle/WtfGZ3HqQuXCipcX9. The form will open at 5:00 p.m. on Monday, (Month Day), and will close at 6:00 p.m. Instructions for participating are available on the form. 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.

ADJOURNMENT

The November 29, 2021, Regular Legislative Session of the City Council is adjourned to December 6, 2021.

Agenda Sheet for City Council Meeting of: 11/29/2021		**Date Rec'd**	11/17/2021
		Clerk's File #	FIN 2021-0002
		Renews #	
Submitting Dept	AIRPORTS	**Cross Ref #**	
Contact Name/Phone	ROB SCHULTZ 455-6448	**Project #**	
Contact E-Mail	RSCHULTZ@SPOKANEAIRPORTS.NET	**Bid #**	
Agenda Item Type	Report Item	**Requisition #**	
Agenda Item Name	SPOKANE AIRPORT BOARD 2022 BUDGET		

Agenda Wording

Spokane Airport Board 2022 Budget.

Summary (Background)

On the November 18, 2021 the Spokane Airport Board approved the 2022 Budget for Spokane International Airport, the Airport Business Park, and Felts Field. The budget does not require City of County financial support; however, approval is necessary to meet the conditions of the Joint Inter-Local Agreement. Total operating budget is $43,125,682. Total capital budget is $75,554,000.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact	**Budget Account**
Select **$**	**#**
Select **$**	**#**
Select **$**	**#**
Select **$**	**#**

Approvals		**Council Notifications**	
Dept Head	KRAUTER, LARRY	**Study Session\Other**	PIES 11/22/2021
Division Director		**Council Sponsor**	CP Beggs
Finance	BUSTOS, KIM	**Distribution List**	
Legal	PICCOLO, MIKE	lkrauter@spokaneairports.net	
For the Mayor	ORMSBY, MICHAEL	rschultz@spokaneairports.net	
Additional Approvals		twoodard@spokaneairports.net	
Purchasing		kfukai@spokaneairports.net	

SPOKANE
INTERNATIONAL AIRPORT

2022 SPOKANE AIRPORTS BUDGET DISCUSSION

SPOKANE AIRPORTS:

Financially self-sufficient
Funds come only from system users

- Operating Revenues
  - Parking and Ground Transportation Fees
  - Concessions (Food/Beverage/Retail/Hotels)
  - Tenant Rents
  - Airline Landing Fees

- Capital Projects Revenues
  - AIP Grants (Federal Ticket & Fuel Tax; Airport Improvement Trust Fund)
  - DOT & WSDOT Grants
  - Passenger Facility Charges (PFC) from traveling passenger tickets
  - Customer Facility Charges (CFC) from rental car transactions
- Used ONLY on specific approved projects

Budget Process Highlights

- Budget Overview
  - Regulated by DOT Regulations (encourages negotiation)
  - Start with expenses, subtract revenues, airlines are responsible for balance
- Rate Modeling
  - Based on activity forecasts
    - Passengers
    - Landed weight
  - Calculate 2020 true-up based on actuals
  - Input department information (operations & capital)
  - Calculate estimated 2021 true-up
  - Enter 2022 data
  - Apply cost center allocations
- Results in rate setting
  - Terminal rent rate
  - Landing fee rate

2019 - 2022 Activity (Passengers & Weights)

Exhibit 1.0

Traffic Activity
Spokane International Airport
(for the 12 months ending December 31; numbers in thousands)

	Actual 2019	Actual 2020	Estimated 2021	Budget 2022
Enplaned Passengers				
Alaska	706	334	558	630
Allegiant (non-sig)	0	-	14	15
Delta	501	202	372	420
Frontier (non-sig)	35	15	21	23
Southwest	464	235	388	439
American	123	89	162	183
United	191	85	145	164
Others	3	1	1	1
Total	2,023	962	1,660	1,877
Enplaned Passengers	2,023	962	1,660	1,877
% Change YoY	1.2%	-52.4%	72.6%	13.1%
% Change to 2019		-52.4%	-17.9%	-7.2%

	Actual 2019	Actual 2020	Estimated 2021	Budget 2022
Landed Weight				
Passenger Airlines				
Alaska	741	532	693	760
Allegiant (non-sig)	1	-	24	26
Delta	554	407	538	590
Frontier (non-sig)	33	21	22	25
Southwest	513	392	396	434
American	142	129	197	216
United	247	140	180	197
Others	7	2	2	2
Cargo				
Signatory	429	414	440	515
Non-signatory	66	130	104	105
Total	2,733	2,168	2,594	2,872
% Change YoY	1.0%	-20.7%	19.7%	10.7%
% Change to 2019		-20.7%	-5.1%	5.1%

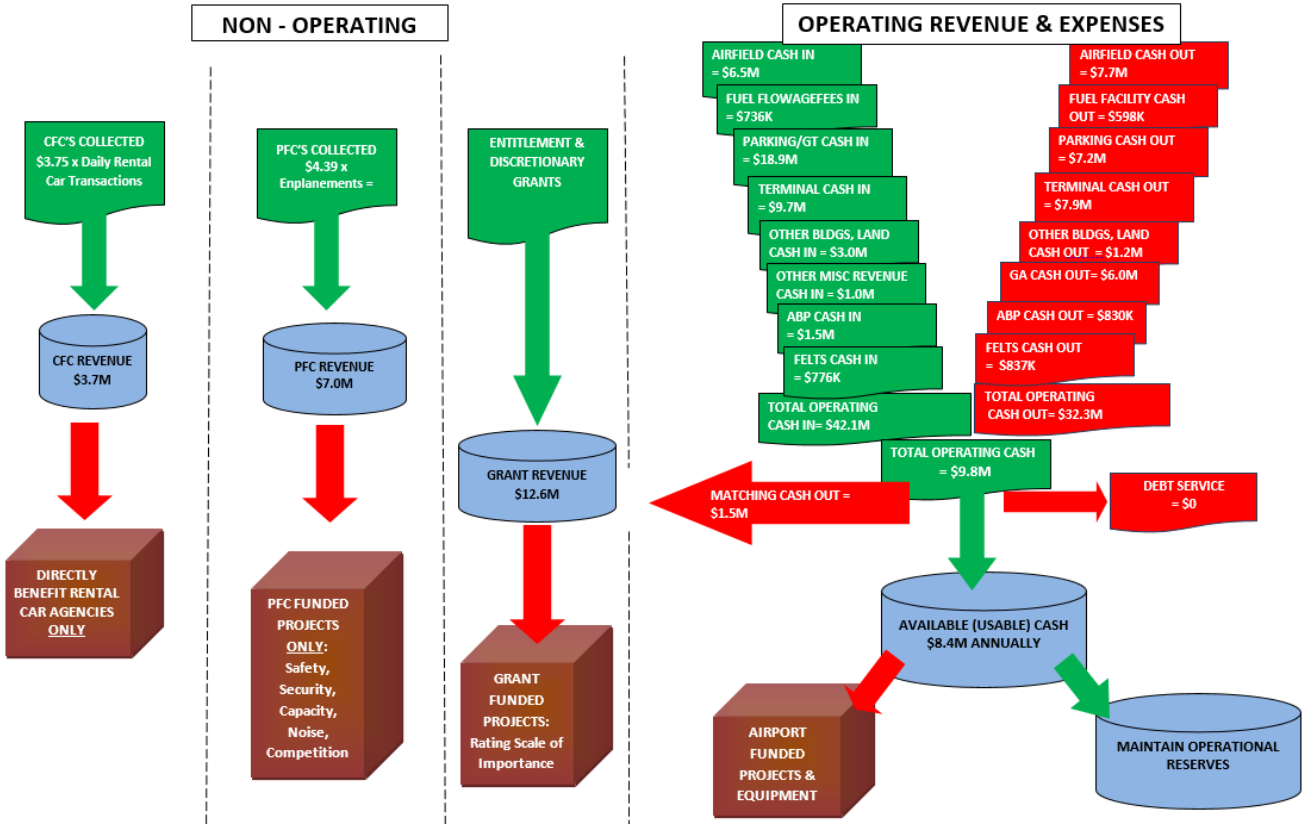
Spokane International Airport
GEG — GENERATING ECONOMIC GROWTH

Budget Process Highlights

- Airport Airline Affairs Committee (AAAC) Consultation
  - November 12th
    - Current Agreement expires December 31, 2021 – proposed one-year ‘clean’ extension
    - Presented 2022 Rates and Charges
- Rate Summary
  - Class 1 Terminal Rent = $60.70 up from $59.19 per square foot per year (+2.6%)
  - Landing Fee = $2.16 up from $2.10 per 1,000# (+3.0%)
- Airport Finance Committee - November 10th
- Airport Board Meeting - November 18th
- Spokane City Council
- Board of County Commissioners – November 30th

Sources and Uses of Cash

(Based on 2022 Budget)



Spokane International Airport
GEG — GENERATING ECONOMIC GROWTH

2021 Year End Estimate

- Consolidated operating revenues projected to be 17.4% above budget
- Consolidated operating expenses projected to be 7.1% below budget
- 2021 landed weights projected to end of the year at 5.1% below 2019 actuals
- 2021 enplanements are projected 17.9% below 2019 actuals
- Estimated CPE of $6.57 for 2021; budgeted at $9.87

2022 Budget Highlights

- Consolidated operating revenues of $42.1M
  - 12.1% increase from 2021 budgeted revenues
  - 9.1% increase from 2021 projected revenues

- Consolidated operating expenses total of $32.3M
  - 16.4% increase from 2021 budgeted expenses
  - 22.5% increase from 2021 projected expenses

- Sources of funds for Capital Improvement Program total of $75.6M
  - $16.1M combination of AIP, OTA, PFC, and CFC
  - $45.6M for TREX Phase I (funding TBD, will include debt financing)
  - Up to $13.9M of Airport funds

2022 Budget Highlights

- Operating Expenses
  - Funding return of staffing to near pre-pandemic levels due to increase in business activities
  - Increased materials and supplies cost due to inflation and supply chain challenges
  - Reopening of economy lot parking option and restart of shuttle bus service
  - Higher than average snowfall prediction for this winter season
  - Application of CRSSA and ARPA funds to operational expenses

2022 Major Capital Projects

- USDOT / TSA
  - Transload Facility
  - EDS Installation
- PFC paygo
  - Rehabilitation and Upgrade of 14 Passenger Loading Bridges
- Debt issuance (PFC supported)
  - TREX Phase I construction
- CFC
  - GTC Improvements Phase 3 – architectural and engineering design
- AIRPORT
  - Road improvements to Flint Road and Airport Drive, parking garage roof sealing & garage floor stall counters, AST Jet-A fuel tank, elevator modernization, airfield snow removal equipment, security camera upgrades

QUESTIONS?

SPOKANE
INTERNATIONAL AIRPORT

THANK YOU

Spokane Airports 2022 Budget

Spokane International Airport / Airport Business Park/ Felts Field

Spokane Airport Board

Spokane International Airport / Airport Business Park / Felts Field

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Spokane International Airport
GEG – GENERATING ECONOMIC GROWTH

AIRPORT BUSINESS PARK

Spokane FELTS FIELD

Spokane Airport Board

Ezra Eckhardt (Chair)
K. Collins Sprague (Vice Chair)
Al French (Secretary)
Breean Beggs
Max Kuney
Nancy Vorhees
Jennifer West

Lawrence J. Krauter, CEO
Brian Werst, General Counsel

Section II. Introduction

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

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

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

As of December 31, 2019, the Airport employed approximately 160 full and part-time employees responsible for providing access to the global air service network by managing, developing, maintaining and promoting the Airport. Given the pandemic's impact on air transportation, staffing levels decreased to approximately 125 full and part-time employees in 2020 and to 110 as of October 2021. As the airport industry recovers from the pandemic, the Airport will increase staff size appropriately. Employees work diligently to provide quality facilities and services along with a high quality customer experience.

The 2022 budget provides funds to accomplish goals while keeping the cost to airlines reasonable in comparison to previous years, funding important capital projects that will improve airport safety and security, maintaining aging facilities while designing new facilities and improving customer service. Through these initiatives, the budget provides funds for activities that provide economic impact and stimulus by creating jobs in the local area.

AIRLINE OPERATING AGREEMENT (AOA)

This 2022 budget is prepared based on the airline agreement with signatory airlines originally dated January 1, 2010. This agreement was extended, mutually by the Airport and the airlines through December 31, 2015. The Airport and airlines extended the agreement again, with minor modifications, for additional years to provide time to continue negotiating a modernized AOA. The agreement, as amended, now expires on December 31, 2021. Management proposed a one-year extension of the current agreement.

The Airport Airline Affairs Committee (AAAC) convened on November 12, 2021 to discuss the 2022 rates and charges. The AAAC is comprised of Airport staff members along

with representatives of the Signatory Airlines and the major Cargo Carriers. The Airline members of the AAAC currently do not have any veto rights on the Airport's budget, however, they do provide input for consideration.

The amended continuing agreement, on which the 2022 Budgets is based, utilizes a residual rate setting method. This approach is common, but not universal, among US airport operators. A pure residual rate setting method effectively applies all operating revenues and expenses into the models that set rates charged to airlines. Other rate setting methods isolate revenues and expenses into cost centers and apply only the Airfield and Terminal Cost Centers into rate setting models.

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

2021 saw a rebound in passenger activity and aircraft operations from 2020 levels as the region, nation and world slowly recovers from the COVID-19 pandemic. Passenger activity increased approximately 73% over 2020 activity. 2022 activity is forecasted to continue recovery towards 2019 levels. In developing the 2022 budget, the goal is to stabilize and position the Airport for a continued recovery while continuing as an attractive location for adding new airline service and maintaining current destinations.

THE BUDGET PROCESS

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

The Airport Finance Department continues to work with a third party consultant to Airport's Rates and Charges structure and educate staff on department allocations in preparation for modernizing the AOA as the current extended agreement approaches expiration.

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

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

FINANCIAL SUMMARY

The table below summarizes the 2022 Consolidated Spokane Airport Board Budget. Subsequent sections and exhibits throughout this document will focus on the individual details of the summary shown.

2022	Operating	Capital	Total
GEG	$ 40,339,938	$ 71,612,000	$ 111,951,938
ABP	$ 1,075,795	$ 430,000	$ 1,505,795
Felts Field	$ 1,709,949	$ 3,512,000	$ 5,221,949
Consolidated	$ 43,125,682	$ 75,554,000	$ 118,679,682
% change vs. 2021	10.5%	78.0%	45.7%

2021	Operating	Capital	Total
GEG	$ 36,130,435	$ 40,455,000	$ 76,585,435
ABP	$ 1,146,695	$ 1,500,000	$ 2,646,695
Felts Field	$ 1,743,892	$ 490,000	$ 2,233,892
2021 Consolidated	$ 39,021,022	$ 42,445,000	$ 81,466,022

The Total Spokane Airport Board 2022 Budget presented for approval is $118,679,682 representing a 45.7% increase from the 2021 Budget. This change due to a 10.5% increase in the Operating Budget and a 78.0% increase in the Capital Budget. The increase in the Operating Budget is related to increase in activity levels, and therefore expenses, due to the recovery of passenger activity from the global pandemic. The increase in the Capital Budget is due, in part, to anticipated construction activity for TREX Phase I.

Consolidated Operating Revenues are forecast to increase by 10.5% from the 2021 budget to $43.1 million. SIA operating revenues are forecast to increase by 11.6% from the 2021 budget, due to increase in passenger activity which affects revenues from airline landing fees, concession and rental car activity. Included in the 2022 revenue increase is a 2.6% increase in rental rates for terminal tenants, and a 3.0% increase in the 2022 landing fee rate.

The **Parking / Ground Transportation** cost center has shown marked revenue increases from 2015 to 2019. This area saw the largest revenue decline due to the decrease in passenger activity in 2020 and 2021. 2021 is forecasted to exceed the 2021 budget by 43%, and will be followed by a 66% increase in 2022 as compared to the 2021 budget. Included in the 2022 Budget is a rate structure adjustment to the parking options, including reopening the economy lot due to activity levels. The per-hour rate remains the same at $2 per hour up to the daily maximum for each available lot.

An annual adjustment to the trip fee rate in Ground Transportation was memorialized in 2017 as efforts to modernize Ground Transportation rate structure began. The rate for 2022 is $2.00 per trip, an increase of $0.25 per trip rate compared to 2021. The Ground Transportation staff works with taxis, shuttles, charter busses and Transportation Networking Companies (TNCs).

Consolidated Operating Expenses, including depreciation and debt service, are projected to increase 10.5% to $43.1 million. Operating expenses, not including depreciation and debt service, are projected to increase 17% over the 2021 budget to $31.0 million. This increase corresponds to the recovery of activity levels at the Airport as the region, nation and world recovers from the global pandemic. The budget model is forecasting passenger growth over projected 2021 levels of 13.1%.

The 2022 Capital Program shows a 78.0% increase from the 2021 budget. The total planned capital expenditures in 2022 are $75.6 million.

Capital sources of funds are somewhat dependent on the Federal Grant process through the Airport Improvement Program (AIP), other funds obtained through the Department of Transportation (DOT), and the Passenger Facility Charge (PFC) Application process. The funding for the scheduled 2022 projects are funded for the upcoming year through AIP Grant applications, a DOT BUILD grant, pre-collected PFCs, Customer Facility Charges (CFCs) and debt issuance on approved projects. The Airport also uses funds from general operations to the extent expenditures do not reduce the reserve amount below a prescribed level. The recently enacted federal stimulus act may provide additional grant opportunities, however, no new funding opportunities were incorporated into the 2022 budget.

Capital projects at SIA are planned to include construction of a Transload rail-truck facility, roadway improvements, improvements to Concourse C parking lot, TREX Phase I construction, West terminal ramp and taxiline improvements, elevator modernization in the terminal, replacement of in-line Explosive Detection Screening (EDS) devices, public Wi-Fi rehabilitation, and Ground Transportation Center Phase 3 improvements. Airport Business Park capital projects are planned to include rehabilitation of two buildings. Felts Field planned projects include a new tied-down apron, rehabilitation of the terminal, and an aboveground storage tank for aviation fuel. As noted above, these projects are funded by DOT and AIP grants, PFCs, a Transportation Security Administration (TSA) agreement, CFCs, Airport general funds and a debt issuance. The DOT and AIP grants contain a matching provision from the Airport's cash. Also planned are replacement of aging equipment and vehicles to be funded with current year operating funds or those funds earmarked in prior years for projects that will be carried over to 2022.

CUSTOMER SERVICE INITIATIVES

As a service to the Airport's travelers, the past few years have seen significant construction and general maintenance in areas getting to the terminal and in the parking areas. Revenue control systems have been recently upgraded to provide secure, contact-less, transaction processing for travelers.

Terminal modifications have been enacted to provide safe and sanitary conditions for travelers along with physical distancing markers and plexi-glass barriers.

Construction of utilities for a future convenience store and gas station along with a return-to-terminal roadway was completed in the fall of 2018.

The Airport continues to provide access to TSA Pre-check in the enrollment center located near the Airport Police offices in the C-Concourse.

Section III. Airline Activity Forecast

PASSENGER TRAFFIC

The Airport has seen enplanement and total passenger increases each year since 2013 to 2019. Due to the global COVID-19 pandemic, the Airport experienced a 52.4% decrease in enplanements in 2020. Through September 2021, enplanements are up 68.9% for the same period in 2020. For budgetary purposes, 2022 enplaned passengers are projected to be below 2019 levels by 7.2% and above the projected 2021 total by 13.1%.

The following table shows actual passenger activity by airline for 2019 and 2020 with estimates for 2021 and 2022, which are incorporated into the 2022 Budget. The table also shows the current breakdown of passengers traveling out of the two terminals.

Traffic Activity
Spokane International Airport
(for the 12 months ending December 31; numbers in thousands)

	Actual 2019	Actual 2020	Estimated 2021	Budget 2022
Enplaned Passengers				
Alaska	706	334	558	630
Allegiant (non-sig)	0	-	14	15
Delta	501	202	372	420
Frontier (non-sig)	35	15	21	23
Southwest	464	235	388	439
American	123	89	162	183
United	191	85	145	164
Others	3	1	1	1
Total	2,023	962	1,660	1,877
Enplaned Passengers	2,023	962	1,660	1,877
% Change YoY	1.2%	-52.4%	72.6%	13.1%
% Change to 2019		-52.4%	-17.9%	-7.2%
By Terminal				
Terminal C	828	424	720	814
Terminal A&B	1,195	539	941	1,064
Total	2,023	962	1,660	1,877

AIRCRAFT LANDED WEIGHT FORECAST

The Airport collects landing fees from landing air carriers based on an aircraft's Maximum Gross Landed Weight (MGLW). The costs of operating the airfield are recovered through the Landing Fee Rate multiplied by the MGLW of each aircraft. The accuracy of the landed weight forecast of each air and cargo carrier has an impact on the Landing Fee Rate. Section IV, which discusses Cost Centers, Allocations, Rate Making and CPE, will examine the methodology of rate making under a Residual Airline Agreement such as the agreement at GEG. Simply stated, the higher the landed weight forecast, the lower the budgeted unit cost rate for the upcoming year.

The following table shows actual passenger and cargo landed weight for 2019 and 2020 along with forecasts for 2021 and 2022, which has been incorporated into the 2022 Budget. 2022 landed weight is forecasted to be above 2019 levels by 5.1%.

Traffic Activity
Spokane International Airport
(for the 12 months ending December 31; numbers in thousands)

	Actual 2019	Actual 2020	Estimated 2021	Budget 2022
Landed Weight				
Passenger Airlines				
Alaska	741	532	693	760
Allegiant (non-sig)	1	-	24	26
Delta	554	407	538	590
Frontier (non-sig)	33	21	22	25
Southwest	513	392	396	434
American	142	129	197	216
United	247	140	180	197
Others	7	2	2	2
Cargo				
Signatory	429	414	440	515
Non-signatory	66	130	104	105
Total	2,733	2,168	2,594	2,872
% Change YoY	1.0%	-20.7%	19.7%	10.7%
% Change to 2019		-20.7%	-5.1%	5.1%

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

COST CENTERS

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

ALLOCATIONS

To develop rates, the expenses from four of the indirect costs centers, excluding administration, are allocated to the direct costs centers based on an analysis of the staff hours dedicated to a center along with the budgeted costs within each indirect cost center. After those indirect costs are allocated to the direct cost centers, administration is allocated based on the total actual direct and indirect costs for each direct cost center. The allocation percentages for 2022 are shown below. These allocation rates are reviewed annually and potentially revised at the end of each review period to reflect actual operations and maintenance for all of the facilities.

M&O Expense Allocation Percentages
Spokane Airport Board

	Airfield	Fuel	Terminal	Parking	OB&G	QTA	ABP	Felts
Indirect Allocations								
Airfield Maintenance	65.0%	0.0%	0.0%	20.0%	10.0%	0%	0.0%	5.0%
Terminal Maintenance	0.0%	0.0%	80.0%	20.00%	0.0%	0%	0.0%	0.0%
Operations	90.0%	0.0%	2.5%	2.5%	0.0%	0%	0.0%	5.0%
Fuel	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Engineering	40.0%	1.0%	40.0%	10.0%	1.0%	0%	1.0%	7.0%
IT	25.0%	0.0%	25.0%	25.0%	18.0%	0%	2.0%	5.0%
ARFF/Fire	73.3%	3.2%	15.9%	0.9%	4.6%	0%	2.1%	0.0%
Police	1.0%	0.0%	80.0%	15.0%	1.5%	0%	2.5%	0.0%
Communications	1.0%	0.0%	80.0%	15.0%	1.5%	0%	2.5%	0.0%
Airport Business Park	0.0%	0.0%	0.0%	0.0%	0.0%	0%	100.0%	0.0%
Felts Field	0.0%	0.0%	0.0%	0.0%	0.0%	0%	0.0%	100.0%

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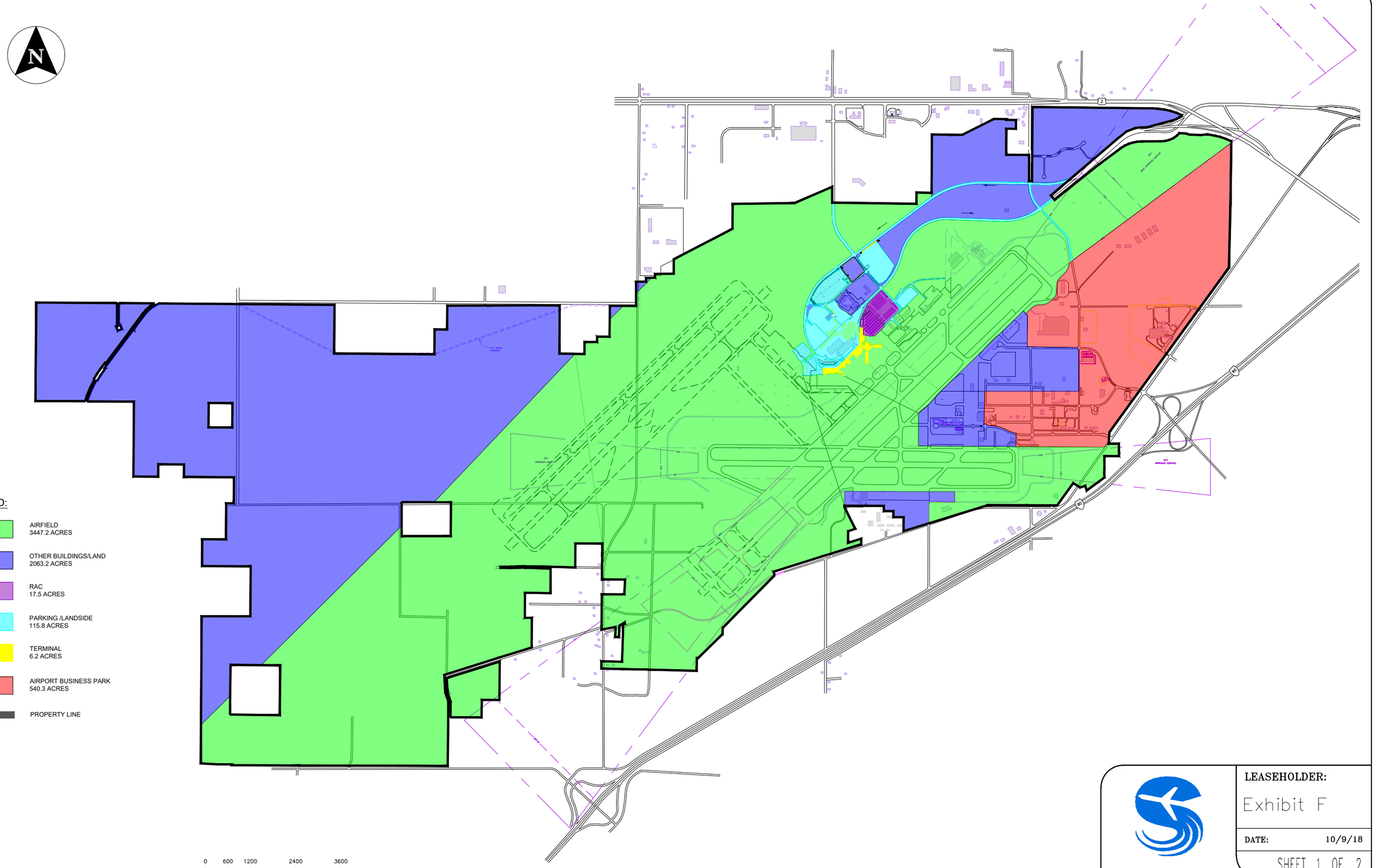


LEGEND:

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

0 600 1200 2400 3600

SCALE: 1" = 1200'

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

LEASEHOLDER:

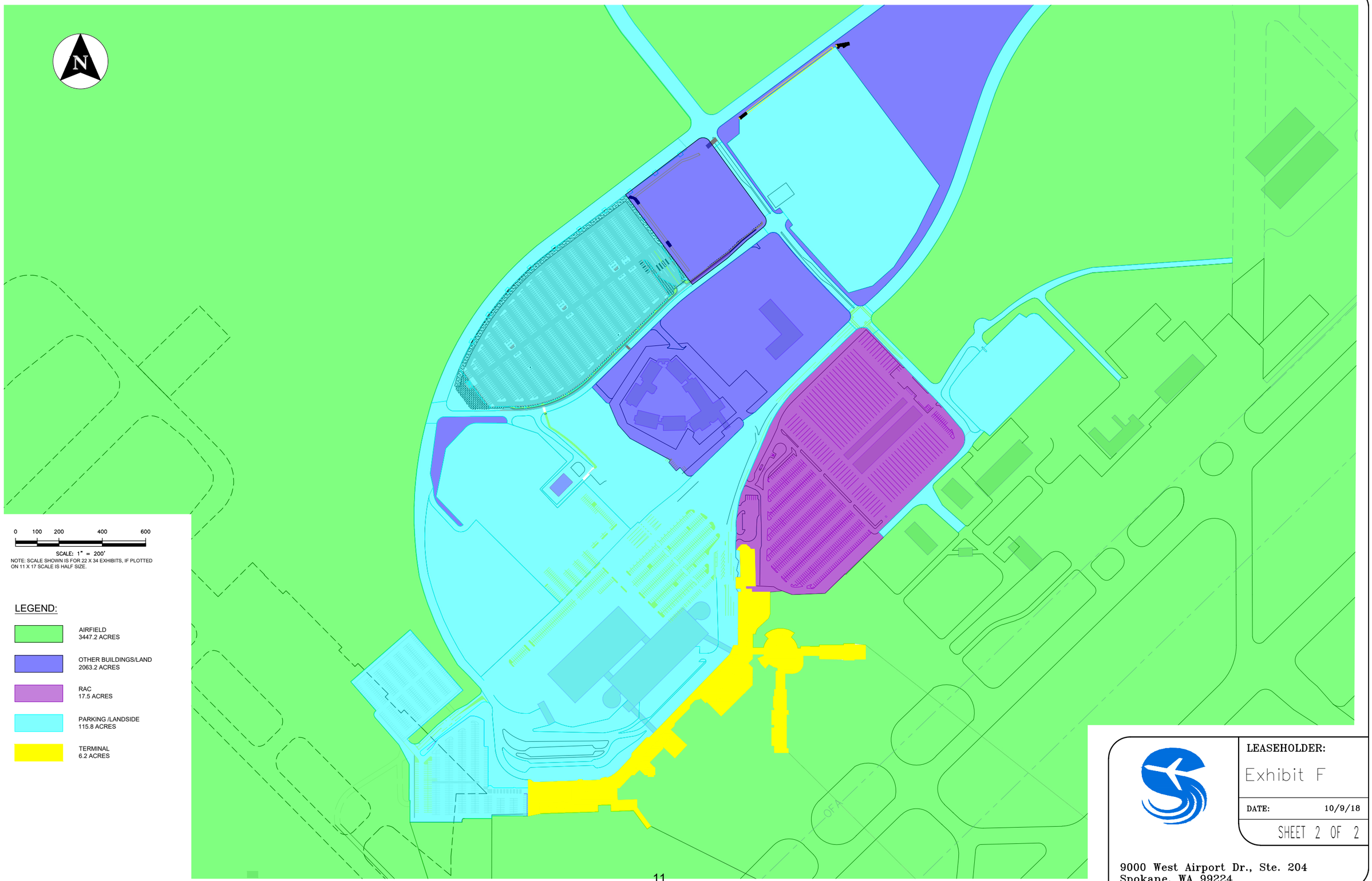
Exhibit F

DATE: 10/9/18

SHEET 1 OF 2

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

O:\0420-Spokane\DCI-Civil_ENGINEERING\2018\18-42-0007-SIA-TASK-ORDER-A-E-SERVICES\AE18-043 COST-CENTER-MAP-UPDATE\120125-C14-064_SIA.dwg, 10/9/2018 12:03:17 PM, David Landrus, None



LEASEHOLDER:

Exhibit F

DATE: 10/9/18

SHEET 2 OF 2

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

RATE MAKING

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

Terminal Rental Rate Calculation

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

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

The Net Terminal Building Requirement is divided by Rented Space weighted by the weight classifications to derive the Terminal Building Rental Rate per square foot per year. The 2022 terminal rental rate for Class 1 space (generally public areas) is $60.70 per square foot per annum (sfpa), an increase of 2.6% from $59.19 sfpa in 2021. The calculation of the Terminal Rental Rate is displayed in Section V.

Landing Fee Calculation

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

More specifically, the methodology consists of the following steps:

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

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

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

The 2022 landing fee rate is $2.16 per 1,000 pounds of landed weight, an increase of 3.0% from the 2021 rate of $2.10 / 1,000 pounds. The calculation of the Landing Fee Rate is displayed in Section V.

COST PER ENPLANEMENT (CPE)

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

The average CPE represents the net cost incurred by the commercial airlines based on their regular operations at the Airport. The table below shows the actual CPE for 2019 and 2020 along with forecasts for 2021 and 2022. The 2021 estimated CPE is $6.57 as compared to a budgeted CPE of $9.87, which was presented in the 2021 Budget. The improvement in the CPE relates to the recovery of passenger activity in 2021. The 2022 budgeted CPE is $6.19, which is slightly lower than actual 2019.

Airline Cost per Enplaned Passenger
Spokane International Airport
(for the 12 months ending December 31; numbers in thousands except rates)

	Actual 2019	Actual 2020	Estimated 2021	Budget 2022
Passenger Airline Payments				
Passenger Airline Signatory Landing Fees	$ 5,186	$ 3,106	$ 4,205	$ 4,744
Terminal Building Rent	6,751	6,916	6,216	6,367
Loading Bridge Fees	247	260	262	265
RON and Airfield Fees	260	112	116	121
Subtotal	$ 12,444	$ 10,394	$ 10,800	$ 11,497
Nonsignatory Passenger Landing Fees	112	59	115	130
Total Airline Revenues	$ 12,556	$ 10,453	$ 10,915	$ 11,627
Enplaned Passengers	2,023	962	1,660	1,877
Airline Cost per Enplaned Passenger	$ 6.21	$ 10.86	$ 6.57	$ 6.19

Also shown is the forecast CPE of each individual air carrier. The estimates for 2021 and 2022 are based on presumed activity and costs. The actual 2021 CPE cannot be calculated until the final audit work is completed in 2022. The fluctuation between air carriers is related to their incurred costs and passenger activity.

Airline Cost per Enplaned Passenger by Airline
Spokane International Airport
(for the 12 months ending December 31; numbers in thousands except rates)

	Actual 2019	Actual 2020	Estimated 2021	Budget 2022
Enplaned Passengers				
Alaska	706	334	558	630
Allegiant (non-sig)	0	-	14	15
Delta	501	202	372	420
Frontier (non-sig)	35	15	21	23
Southwest	464	235	388	439
American	123	89	162	183
United	191	85	145	164
Others	3	1	1	1
Total Airlines	2,023	962	1,660	1,877
Cost per Enplaned Passenger				
Alaska	$ 5.96	$ 10.79	$ 6.76	$ 6.23
Allegiant (non-sig)	8.04	-	5.18	5.29
Delta	5.78	11.33	6.69	6.40
Frontier (non-sig)	3.85	5.30	3.63	3.73
Southwest	5.61	9.40	5.43	5.11
American	8.37	10.23	6.34	6.40
United	8.48	14.88	8.92	8.38
Others	20.06	103.88	63.22	36.83
Average	$ 6.21	$ 10.86	$ 6.57	$ 6.19

Section V. Terminal Rent Rate and Landing Fee Calculations

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

Calculation of Terminal Building Rental Rate
Spokane International Airport
(for the 12 months ending December 31; numbers in thousands except rates)

	Actual 2019	Actual 2020	Estimated 2021	Budget 2022
TERMINAL BUILDING COST				
M&O Expenses	$ 9,848	$ 9,381	$ 8,261	$ 9,778
M&O Reserve Fund Requirement	653	-	-	-
Debt Service	-	-	-	-
CARES Act Grants for Debt Service				-
Debt Service Coverage	-	-	-	-
Net Depreciation Charges	2,263	2,872	2,669	2,558
Terminal Building Cost	$ 12,764	$ 12,253	$ 10,930	$ 12,336
Less: Terminal Non-Airline Revenues Associated With Rented Space				
Terminal Concession Revenues	$ (2,223)	$ (1,291)	$ (1,409)	$ (1,525)
Nonairline Terminal Rentals	(686)	(650)	(633)	(650)
Share of Parking Surplus @ 40% (2020 /2021)	(1,848)	(892)	(2,962)	(2,994)
Other Terminal Payments	(844)	(642)	(873)	(868)
TSA Security Reimbursement2	-	-	-	-
CARES Reimbursment		(3,551)	-	-
Loading Bridge Fees	(247)	(260)	(262)	(265)
Net Terminal Building Requirement	$ 6,916	$ 4,967	$ 4,791	$ 6,035
Weighted Rented Space	96	99	99	99
Charged Average Terminal Rental Rate (per sq ft per year)	**$ 61.44**	**$ 64.73**	**$ 59.19**	
Calculated Average Terminal Rental Rate (per sq ft per year)	**$ 72.16**	**$ 49.96**	**$ 48.19**	**$ 60.70**
Rented Space	96	99	99	99
Subtotal	$ 5,889	$ 6,435	$ 5,884	$ 6,035
Other Airline Terminal Payments [1]	332	332	332	332
Airline Terminal Rentals	$ 6,221	$ 6,767	$ 6,216	$ 6,367

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

Calculation of Landing Fee
Spokane International Airport
(for the 12 months ending December 31; numbers in thousands except rates)

		Actual 2019	Actual 2020	Estimated 2021	Budget 2022
Landing Fee Requirements					
M&O Expenses		$ 28,796	$ 25,967	$ 23,945	$ 30,208
Net Depreciation					
Total SIA Depreciation - Existing Assets		23,806	26,398	25,503	24,187
Less: Future Capital Outlays					
Less Grant, PFC and Bond Funded Assets		(14,120)	(17,986)	(17,759)	(17,146)
Future SAB Funded Assets (Net of AIP/PFC)		-	-	600	1,364
Return on Investment in Land		990	990	990	990
Additional Discretionary Cash Flow (if Extension)		1,800	1,800	1,800	1,800
Debt Service					
Debt Service - Outstanding GARBs		-	784		-
Debt Service - Future GARBs		-	-	-	-
Debt Service - Outstanding Subordinate Lien		468	468	368	-
Required Debt Service Coverage		-	-	-	-
M&O Reserve Fund		1,910	-	-	-
Subtotal		$ 43,649	$ 38,421	$ 35,446	$ 41,403
Less:					
Airline Terminal Building Rent		(6,751)	(6,916)	(6,216)	(6,367)
Other Airline Revenues		(1,333)	(1,107)	(1,114)	(1,121)
Total Nonairline Revenues, incl CARES		(28,179)	(26,637)	(23,133)	(25,370)
Subtotal		$ 7,387	$ 3,760	$ 4,983	$ 8,544
Less Non-Operating Revenues					
Interest Income		$ (661)	$ (642)	$ (587)	$ (600)
Air Service Incentive Waivers		(65)	(46)	(50)	(50)
TOTAL LANDING FEE REQUIREMENT		$ 6,661	$ 3,073	$ 4,346	$ 7,894
Plus Unfunded Pension Liability				934	
Prior Year Carry Over (Surplus)/Deficit		(2,168)	(1,297)	(2,570)	(1,511)
Net Landing Fee Requirement		$ 4,493	$ 1,775	$ 2,710	$ 6,383
Landing Fees Paid		$ 6,524	$ 4,346	$ 5,732	
Signatory Landed Weight (millions/lbs)		2,198	1,600	2,002	2,199
Signatory Cargo Landed Weight (adjusted for premium)	105%	450	435	462	541
Non-Signatory Use Agmt Landed Weight (adjusted)	115%	47	26	55	60
Itinerant Landed Weight (adjusted)	150%	99	195	156	158
Adjusted Total Landed Weight		2,794	2,257	2,675	2,958
Change		1.2%	-19.2%	18.5%	10.6%
Calculated Signatory Airline Landing Fee Rated (per 1000 lbs)		**$ 1.61**	**$ 0.79**	**$ 1.01**	**$ 2.16**
Charged Signatory Airline Landing Fee Rate		2.36	2.24	2.10	
Charged Signatory Cargo Airline Landing Fee Rate	105%	2.48	2.35	2.21	2.27
Non-Signatory Use Agmt Landing Fee Rate	115%	2.71	2.58	2.42	2.48
Itinerant Landing Fee Rate	150%	3.54	3.36	3.15	3.24

Section VI. Operating Revenues and Expenses

OPERATING REVENUES

Operating revenues are revenues generated through the daily operations of the Airport. The cost centers outlined earlier, Airfield (including Fuel Facility), Parking and Ground Transportation, Other Buildings and Grounds, GEG Terminal, Rental Car Facilities, the ABP and Felts Field are broken down here into smaller components for analysis. Other revenue sources are typically Non-operating and are generated from facility charges and interest income.

Highlights:

- **Parking and Ground Transportation** is estimated to have an increase in revenue of 64.7% from the 2021 budget (15.1% over estimated 2021 revenue) due to anticipated higher passenger activity in 2022.
- **Airline Terminal and Other Commercial Land / Building Rents** are more resilient to the fluctuations in activity as leased space is necessary to continue to provide services to the public.
- **Landing Fees Revenue** shows an increase of 51.2% in 2022 compared to 2021 estimated revenue due to an increase in passenger carrier landed weight, driven by additional routes by passenger carriers. Cargo carrier activity is also forecasted to increase in 2022.
- **Food, Beverage, Retail and Car Rental Revenues** show increases as revenue is directly related to an increase in passenger activity.

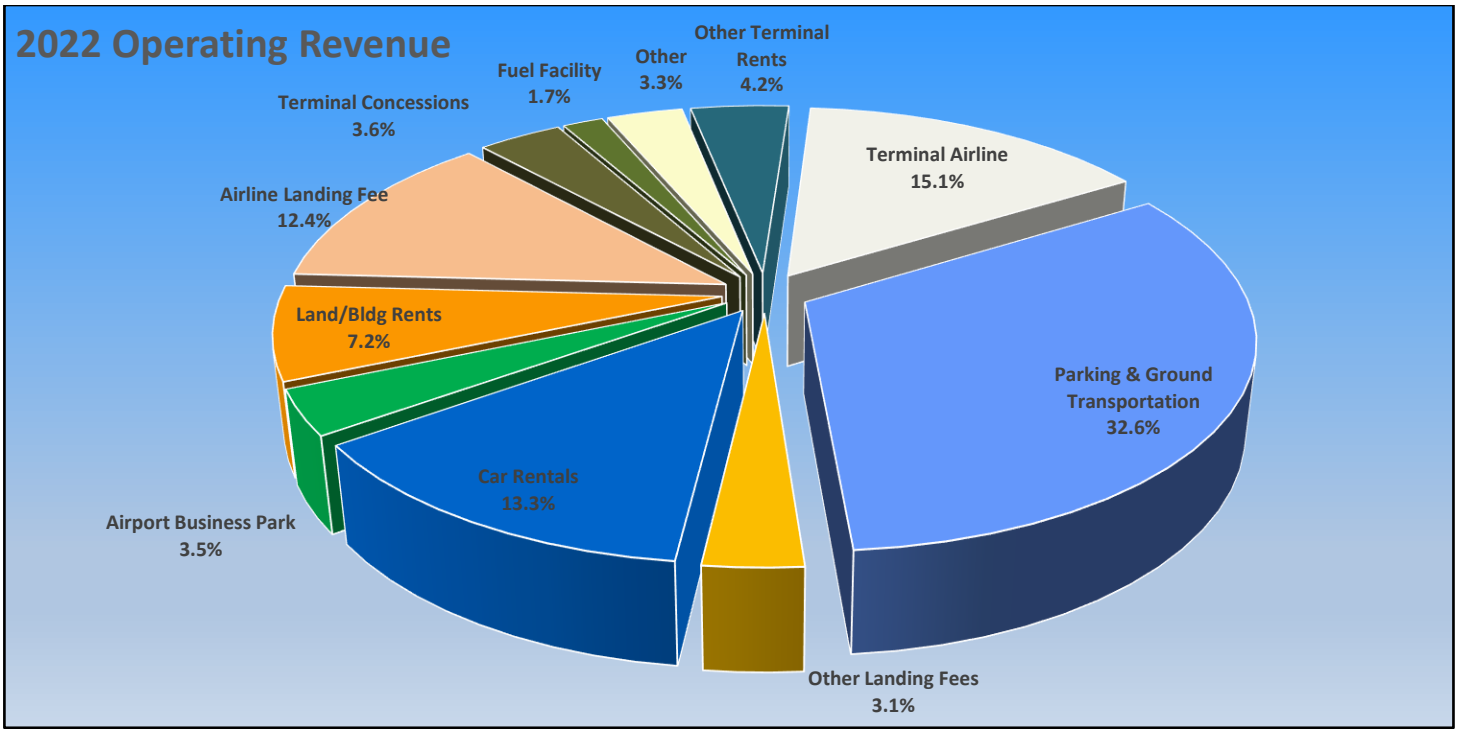
This table and the chart on the next page shows the main revenue sources for 2021 and 2022.

Sources of Operating Revenue

This table shows general categories of revenues as a percentage of total operating revenues

Rank	Description	Budgeted 2021	FY 2021 % of Total Rev	Year End Estimate 2021	FY 2021 % of Total Rev	Budgeted 2022	FY 2022 % of Total Rev	$ Change	% Change
1	Parking / Landside / GTC	8,317,000	20.3%	11,903,844	30.5%	13,702,000	32.6%	5,385,000	64.7%
2	Terminal Rent (airline)	6,677,989	16.3%	6,216,080	15.9%	6,367,123	15.1%	(310,866)	-4.7%
3	Car Rentals	5,230,000	12.8%	4,597,387	11.8%	5,577,500	13.3%	347,500	6.6%
4	Airline Landing Fees	3,448,751	8.4%	4,713,673	12.1%	5,215,254	12.4%	1,766,503	51.2%
5	Commercial Land / Bldg Rents	4,549,441	11.1%	3,356,029	8.6%	3,047,882	7.2%	(1,501,560)	-33.0%
6	Terminal Rent (other)	1,028,150	2.5%	1,767,880	4.5%	1,782,818	4.2%	754,668	73.4%
7	Food/Bevs/Retail	1,043,100	2.6%	1,408,847	3.6%	1,525,000	3.6%	481,900	46.2%
8	Airport Business Park	1,531,327	3.7%	1,453,442	3.7%	1,466,000	3.5%	(65,327)	-4.3%
9	Landing Fees (other)	1,229,923	3.0%	1,134,154	2.9%	1,288,220	3.1%	58,297	4.7%
10	Fuel Facility	560,000	1.4%	735,801	1.9%	735,801	1.7%	175,801	31.4%
	Other Revenue *	7,258,592	17.8%	1,747,055	4.5%	1,375,613	3.3%	5,882,979	427.7%
	Total Operating Revenues	$ 40,874,273	100.0%	$ 39,034,192	100.0%	$ 42,083,210	100.0%	$ 1,208,937	3.0%

* CARES funds were budgeted in 2021 but not in 2022.



OPERATING EXPENSES

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

Highlights:

- **Personnel Compensation and Benefits** accounts for 33.3% of total operating expenses. 2022 shows an increase of 23.3% over the prior year and is related to anticipated increases in staffing levels due to the recovery of passenger activity.

- **Facilities and Grounds maintenance** accounts for 20.3% of total operating expenses in 2022 and represents an increase of 6.0% over 2021 budget. The increase partially relates to previously deferred maintenance items.

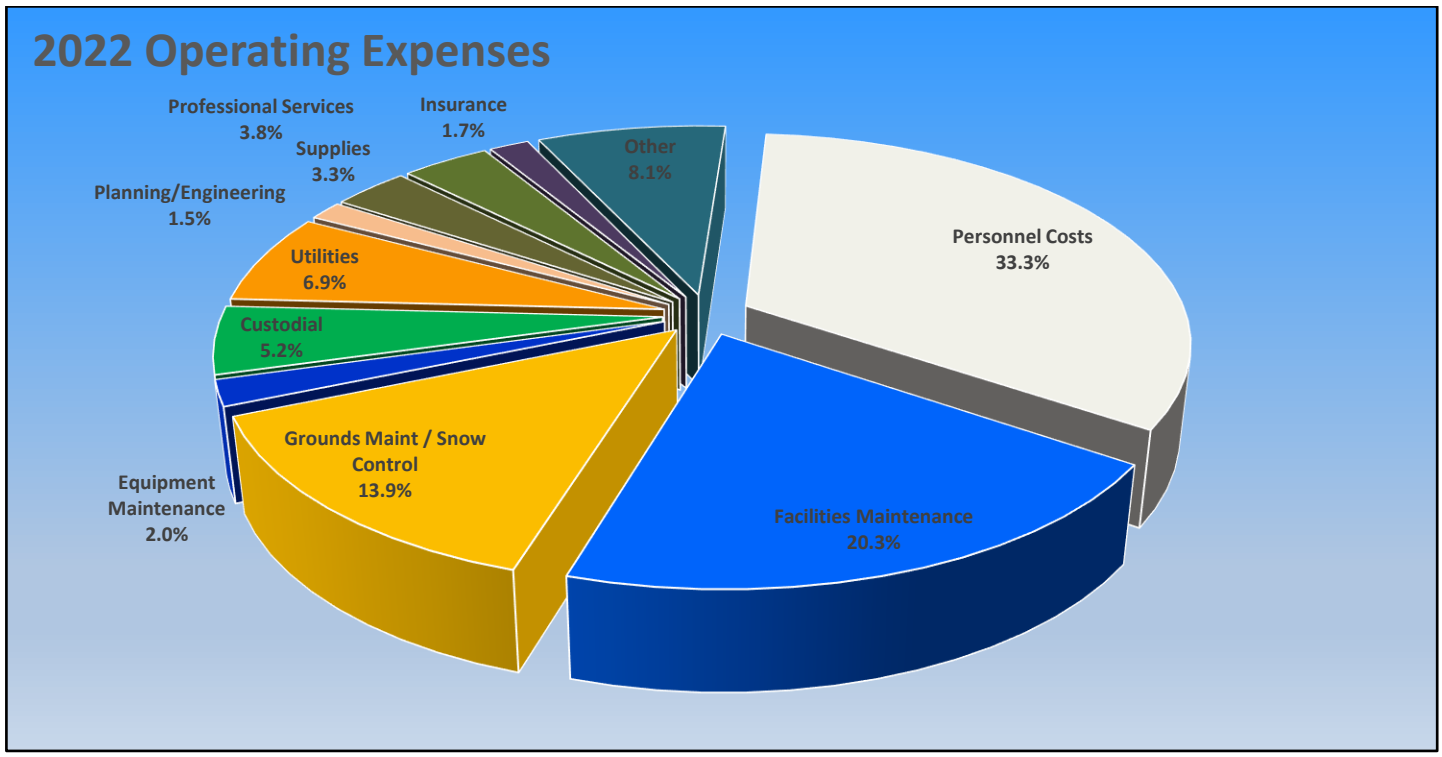
- **Ground maintenance and snow control** accounts for 13.9% of total operating expenses in 2022. This is an increase of 45.2% over prior year due to increase roadways around the airport needing to be maintained and deferred maintenace items.

Operating Expenditures by Rank

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

Rank	Description	Budgeted 2021	FY 2021 % of Total Exp	Year End Estimate 2021	FY 2021 % of Total Exp	Budgeted 2022	FY 2022 % of Total Exp	22 vs '21 Budget $ Change	22 vs '21 Budget % Change
1	Personnel (Incl taxes / benefits)	8,720,437	31.5%	9,515,726	36.2%	10,754,079	33.3%	2,033,642	23.3%
2	Facilites, Hangars, Bldgs, Depreciation	6,177,798	22.3%	5,601,423	21.3%	6,549,710	20.3%	371,912	6.0%
3	Grounds Maintenance / Snow Control	3,100,000	11.2%	1,362,548	5.2%	4,500,000	13.9%	1,400,000	45.2%
4	Utilities (Power/Nat. Gas/Water/Sewer)	1,873,503	6.8%	1,914,248	7.3%	2,230,650	6.9%	357,147	19.1%
5	Custodial Services & Supplies	1,726,875	6.2%	1,297,898	4.9%	1,668,700	5.2%	(58,175)	-3.4%
6	Professional Services	1,133,000	4.1%	1,018,698	3.9%	1,218,000	3.8%	85,000	7.5%
7	Other Supplies	967,334	3.5%	867,374	3.3%	1,061,750	3.3%	94,416	9.8%
8	Equipment Maintenance	475,609	1.7%	496,060	1.9%	631,500	2.0%	155,891	32.8%
9	Insurances	460,647	1.7%	536,855	2.0%	551,750	1.7%	91,103	19.8%
10	Research / Planning / Engineering	285,988	1.0%	245,699	0.9%	470,000	1.5%	184,012	64.3%
	Other Operating Expenses	11,503,349	41.5%	12,981,571	49.3%	13,378,733	41.5%	1,875,384	16.3%
	Total Operating Expenses	$ 27,704,104	100.0%	$ 26,322,373	100.0%	$ 32,260,793	100.0%	$ 4,556,689	16.4%

Note: Minor reclassifications have been made to prior years to conform with 2022 presentation and some totals or % may not add exactly due to rounding


2022 Operating Expenses
Professional Services 3.8%
Insurance 1.7%
Supplies 3.3%
Other 8.1%
Planning/Engineering 1.5%
Personnel Costs 33.3%
Utilities 6.9%
Custodial 5.2%
Grounds Maint / Snow Control 13.9%
Equipment Maintenance 2.0%
Facilities Maintenance 20.3%

Section VII. Capital Improvement Program

The Capital Improvement Program (CIP) is developed annually and updated throughout each year. The purpose of the CIP process is to evaluate, prioritize, and coordinate proposed projects for, ideally, a five-year period. Projects that may require FAA funding in the future are updated with the FAA annually. The projects developed through the planning process require the use of Federal funding through the FAA, DOT, and the TSA along with state grants, PFCs, CFCs, debt issuance and cash generated by operation of the Airport.

The primary goal of the CIP is the development of a detailed capital budget for the current fiscal year and a plan for capital development during the next three to four years. By updating and approving the CIP, a strategy and schedule is set for budgeting and constructing facilities at SIA, ABP, and Felts Field.

The table below shows a summary of projects by area for 2020-2022.

Summary of 2020 - 2022 Capital Improvement Program
(for the 12 months ending December 31; numbers in thousands)

	Projected 2020	Projected 2021	Budget 2022
Spokane International Airport			
Airfield	$ 96	$ 8,579	$ 4,750
Terminal - Other	1,669	7,550	3,125
Terminal - TREX	767	5,563	45,562
Parking / Landside Roadways	$ 2,356	4,046	3,300
Hangars & Buildings (Incl RAC)	1,655	9,500	11,350
ARFF	762	-	60
IT	-	250	1,475
Police	17	-	75
Admin	64	75	65
Subtotal - SIA	7,387	35,563	69,762
Fuel	-	-	1,850
Felts Field	-	490	3,512
Airport Business Park	-	1,500	430
Total CIP	**$ 7,387**	**$ 37,553**	**$ 75,554**

Section VIII. Debt Service

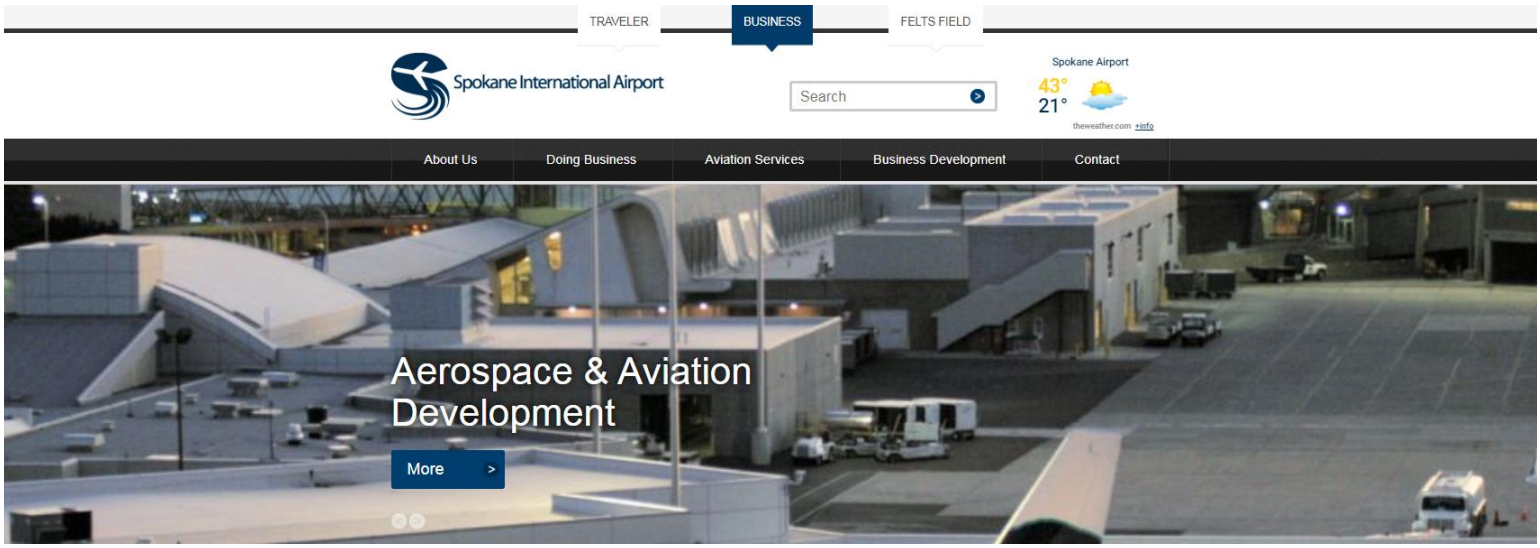
The Airport has covenants to maintain a bond debt service coverage ratio of not less than 1.3, which it has successfully maintained. The calculation for 2019 & 2020, along with forecasts for 2021 and 2022, is shown below. The Airport defeased a 2008 bond and redeemed a 2005 bond in 2017 and defeased four Washington State Community Economic Revitalization Board (CERB) loans in 2021. The Airport has no debt outstanding at the end of 2021. Since the Airport does not carry any Municipal Bond debt, it has not been required to obtain a Bond Rating, however the most recent ratings in 2017 were A+ Standard & Poor's, A+ Fitch, and A-2 Moody's.

Having no outstanding debt positions the Airport to be able to pursue long-term bond financing to fund TREX Phase I construction.

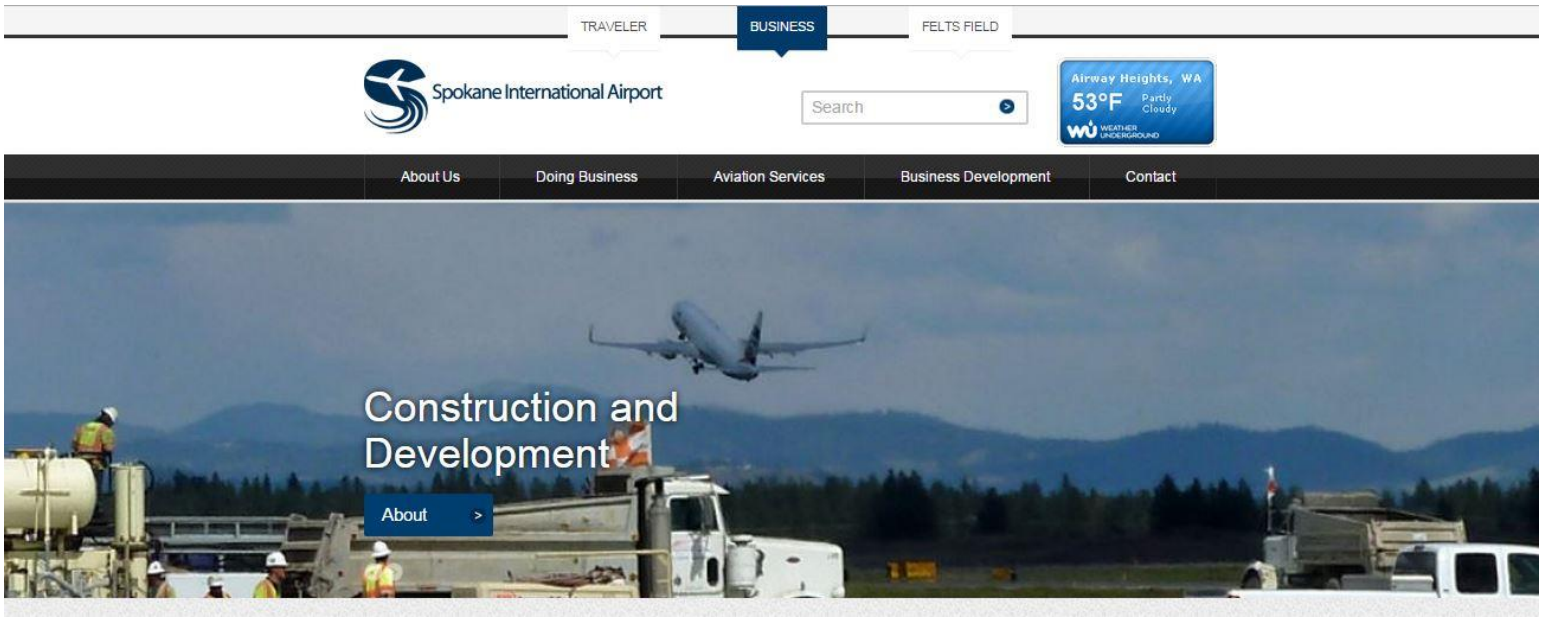
Debt Service by Series and Cost Center
Spokane International Airport
(for the 12 months ending December 31; numbers in thousands)

	Actual 2019	Actual 2020	Estimated 2021	Budget 2022
By Series				
Senior Lien				
2008 Revenue Bonds	$ -	$ -	$ -	$ -
2010 Revenue Bonds	-	-	-	-
Total Existing Debt Service	$ -	$ -	$ -	$ -
Future PFC Debt Service	-	-	-	-
Less: PFC Revenues Pledged	-	-	-	-
Future GARB Debt Service	-	-	-	-
Total Senior Lien Debt Service	$ -	$ -	$ -	$ -
Subordinate Lien				
2005 CERB Loan	$ 51	$ 51	$ -	$ -
2006 CERB Loan	48	48	-	-
2008 CERB Loan	118	118	118	-
2010 CERB Loan	250	250	250	-
Total Subordinate Debt Service	$ 468	$ 468	$ 368	$ -
Subordinate Lien - Felts Field				
2018 City Hangar Loan	-	-	-	-
Senior Lien				
2005 Revenue Bonds - ABP	$ -	$ -	$ -	$ -
TOTAL DEBT SERVICE	$ 468	$ 468	$ 368	$ -

Section IX. Budget Summaries by Cost Center



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



SPOKANE AIRPORT BOARD

2022 BUDGET SUMMARY

Note: reclassifications have been made to prior years to conform with 2021 presentation and some totals or % may not add exactly due to rounding

	2019 Actual	Projected 2020 Yr End	2021 Budget	Projected 2021 Yr End	2022 Budget	% Change 22 vs 21
Operations Revenues (with CARES)						
Spokane International	$ 42,803,423	$ 38,553,305	$ 38,527,553	$ 37,229,454	$ 39,286,597	
Airport Business Park	1,410,347	1,556,894	1,531,327	1,458,442	1,466,000	
Felts Field	772,149	839,905	815,392	775,929	718,751	
	44,985,919	40,950,105	40,874,272	39,463,825	41,471,348	1.5%
Other Sources						
Spokane International	646,765	629,877	566,138	600,000	600,000	
Airport Business Park	30,666	26,264	24,524	11,485	11,485	
Felts Field	(18,896)	-	-	-	-	
(To) / From Reserves	(3,681,625)	(1,040,511)	(2,443,912)	(2,443,912)	-	
	(3,023,090)	(384,370)	(1,853,250)	(1,832,427)	611,485	
Total Operations / Other Sources	$ 41,962,829	$ 40,565,735	$ 39,021,022	$ 37,631,398	$ 42,082,833	7.8%
Operations Expenses						
Spokane International	$ 29,452,623	$ 27,748,667	$ 26,455,794	$ 25,651,165	$ 30,957,510	17.0%
Airport Business Park	708,449	555,079	630,510	495,640	694,072	
Felts Field	596,296	520,025	617,800	558,789	609,211	
	30,757,368	28,823,771	27,704,104	26,705,594	32,260,793	16.4%
Debt Service						
Spokane International	451,701	454,636	362,743	-	-	
Airport Business Park	-	-	-	-	-	
Felts Field	-	-	-	-	-	
	451,701	454,636	362,743	-	-	
Operations & Debt Service	31,209,069	29,278,407	28,066,847	26,705,594	32,260,793	14.9%
Non-Cash Depreciation						
Spokane International	9,325,477	10,865,645	9,311,898	7,864,403	9,382,428	
Airport Business Park	556,887	540,435	516,185	470,842	381,723	
Felts Field	871,395	1,114,027	1,126,092	1,131,085	1,100,738	
	10,753,760	12,520,108	10,954,175	9,466,329	10,864,889	
Total Operations/ Other Expenditures	$ 41,962,829	$ 41,798,515	$ 39,021,022	$ 36,171,923	$ 43,125,682	10.5%
Capital Sources						
Spokane International	30,435,966	7,386,676	40,455,000	71,612,000	71,612,000	
Airport Business Park	36,290	-	1,500,000	430,000	430,000	
Felts Field	4,243,194	404,820	490,000	3,512,000	3,512,000	
	$ 34,715,450	$ 7,791,496	$ 42,445,000	$ 75,554,000	$ 75,554,000	78.0%
Capital Expenditures						
Spokane International	30,435,966	7,386,676	40,455,000	71,612,000	71,612,000	
Airport Business Park	36,290	52,870	1,500,000	430,000	430,000	
Felts Field	4,243,194	404,820	490,000	3,512,000	3,512,000	
	$ 34,715,450	$ 7,844,366	$ 42,445,000	$ 75,554,000	$ 75,554,000	78.0%
Consolidated Sources	$ 76,678,279	$ 48,357,231	$ 81,466,022	$ 113,185,398	$ 117,636,833	44.4%
Consolidated Expenditures	$ 76,678,279	$ 49,642,881	$ 81,466,022	$ 111,725,923	$ 118,679,682	45.7%

SPOKANE INTERNATIONAL AIRPORT

2022 OPERATIONS BUDGET SUMMARY

Note: reclassifications have been made to prior years to conform with 2021 presentation and some totals or % may not add exactly due to rounding

	2019 Actual	Projected 2020 Yr End	2021 Budget	Projected 2021 Yr End	2022 Budget	% Change 22 vs. 21
Operations Revenues (with CARES)						
Parking / Ground Transportation	$ 15,353,376	$ 8,584,381	$ 9,310,995	$ 11,903,844	$ 13,702,000	
Airfield	6,801,313	8,389,322	6,882,366	6,728,596	6,548,474	
Fuel Facility	825,519	735,801	703,075	735,801	735,801	
Other Buildings & Grounds	2,537,884	2,509,977	2,636,981	2,442,242	2,083,582	
Terminal	10,751,148	11,456,774	11,644,569	9,546,472	9,674,941	
Rental Car Facilities	6,328,214	3,826,865	4,930,000	5,718,234	6,377,500	
Other Revenues	205,969	109,138	155,367	154,265	164,300	
Indirect Cost Centers CARES Funds	-	2,941,047	2,264,200	-	-	
Total Operations Revenue	$ 42,803,423	$ 38,553,305	$ 38,527,553	$ 37,229,454	$ 39,286,597	2.0%
Operations Expenses						
Parking / GTC / Landside	5,556,086	4,823,396	4,609,250	3,971,318	5,837,286	
Airfield & Operations	5,873,452	6,237,552	5,776,310	5,455,899	6,230,825	
Fuel Facility	445,985	385,817	385,450	385,450	518,177	
Other Buildings & Grounds	483,123	188,652	360,983	234,847	326,450	
Terminal	5,666,229	5,264,652	4,893,098	4,225,200	5,255,780	
Rental Car Facilities	389,351	399,226	380,000	361,325	377,500	
Other Indirect Centers						
Engineering	527,494	412,750	343,783	632,630	742,439	
Fire	2,275,829	2,306,414	1,678,253	2,264,661	2,247,062	
Information Technology	590,495	583,198	634,160	633,878	818,352	
Police	1,989,129	2,073,530	1,563,625	1,741,551	2,052,880	
Communication	548,394	550,291	507,741	500,456	556,759	
General Administration	5,107,056	4,523,190	5,323,141	5,243,950	5,994,000	
Sub-Total Operations Expenses	29,452,623	27,748,667	26,455,794	25,651,165	30,957,510	17.0%
Revenues over Expenses pre Deprec	$ 13,350,800	$ 10,804,638	$ 12,071,759	$ 11,578,288	$ 8,329,087	
Net Depreciation	(9,325,477)	(10,865,645)	(9,311,898)	(7,864,403)	(9,382,428)	
Revenues over Expenses incl Deprec	$ 4,025,323	$ (61,008)	$ 2,759,861	$ 3,713,885	$ (1,053,341)	
Other Sources Available / (Used)						
Interest Income	661,122	641,721	600,000	600,000	600,000	
Debt Interest	(14,357)	(11,844)	(33,862)	-	-	
Total Other Sources Available	646,765	629,877	566,138	600,000	600,000	6.0%
Available for Debt / Projects / Reserves	4,672,088	568,869	3,325,999	4,313,885	(453,341)	-113.6%
Total Debt Principal	(451,701)	(454,636)	(362,743)	-	-	
Sources over (Expenses)	$ 4,220,387	$ 114,233	$ 2,963,256	$ 4,313,885	$ (453,341)	

AIRPORT BUSINESS PARK

2022 OPERATIONS BUDGET SUMMARY

Note: reclassifications have been made to prior years to conform with 2021 presentation and some totals or % may not add exactly due to rounding

Operations Revenues (with CARES)	2019 Actual	Projected 2020 Yr End	2021 Budget	Projected 2021 Yr End	2022 Budget	% Change 22 vs. 21
Building / Office Leases	$ 1,148,272	$ 1,140,768	$ 1,129,485	$ 1,140,301	$ 1,142,000	
Land Leases	239,825	303,889	301,090	300,374	311,000	
Miscellaneous	22,250	112,237	100,752	17,767	13,000	
Total Operating Revenues	$1,410,347	$1,556,894	$1,531,327	$1,458,442	$1,466,000	11.6%
Operating Expenses						
Buildings	$ 367,357	$299,360	$ 324,560	$ 286,650	$ 376,400	
Grounds	205,081	90,019	137,050	88,450	145,800	
General Administration	136,011	165,700	168,900	120,540	171,872	
Total Operating Expenses	708,449	555,079	630,510	495,640	694,072	-7.1%
Revenues over Expenses (Pre Deprec)	$ 701,898	$ 1,001,815	$ 900,817	$ 962,802	$ 771,928	
Depreciation	(556,887)	(540,435)	(516,185)	(470,842)	(381,723)	
Operating Revenue over (Expense)	$ 145,011	$ 461,380	$ 384,632	$ 491,960	$ 390,205	
Other Sources Available / Used						
Interest Income	15,127	13,039	13,039	-	-	
Interest Expense	-	-	-	-	-	
Other Non-Operating Income (Expense)	15,539	13,225	11,485	11,485	11,485	
Total Other Sources Available	30,666	26,264	24,524	11,485	11,485	
Available for Debt / Projects / Reserves	175,677	487,644	409,156	503,445	401,690	
Total Debt Principal	-	-	-	-	-	
Sources over Expenditures incl Deprec	$ 175,677	$ 487,644	$ 409,156	$ 503,445	$ 401,690	

FELTS FIELD

2022 OPERATIONS BUDGET SUMMARY

Note: reclassifications have been made to prior years to conform with 2021 presentation and some totals or % may not add exactly due to rounding

	2019 Actual	Projected 2020 Yr End	2021 Budget	Projected 2021 Yr End	2022 Budget	% Change 22 vs. 21
Operating Revenues						
Airfield	$ 47,608	$ 40,445	$ 46,980	$ 53,031	$ 46,980	
Hangars/ Bldgs / Land	688,152	681,786	653,750	685,566	636,896	
Terminal	26,534	26,684	26,600	27,814	27,575	
Miscellaneous	9,855	90,990	88,062	9,518	7,300	
Total Revenues	$ 772,149	$ 839,905	$ 815,392	$ 775,929	$ 718,751	32.8%
Operating Expenses						
Airfield	$ 129,004	$ 143,850	$ 174,000	$ 149,500	$ 159,850	
Hangars/ Bldgs / Land	84,597	64,300	105,200	85,780	107,450	
Terminal	61,147	59,525	71,850	74,265	83,400	
General Admin	321,548	252,350	266,750	249,244	258,511	
Total Expenses	596,296	520,025	617,800	558,789	609,211	-8.0%
Revenue / (Expense) Pre Depreciation	**$ 175,853**	**$ 319,880**	**$ 197,592**	**$ 217,140**	**$ 109,540**	-444.4%
Depreciation	(1,742,876)	(1,985,508)	(1,997,573)	(1,994,194)	(1,963,848)	
Credit for Funded Assets	871,481	871,481	871,481	863,110	863,110	
Net Depreciation	(871,395)	(1,114,027)	(1,126,092)	(1,131,085)	(1,100,738)	
Revenue / (Expense) incl Depreciation	$ (695,542)	$ (794,147)	$ (928,500)	$ (913,945)	$ (991,198)	
Cash Available for Debt Service	**$ 175,853**	**$ 319,880**	**$ 197,592**	**$ 217,140**	**$ 109,540**	
Interest and Other Income	(18,896)	-	-	-	-	
Available for Debt / Projects / Reserves	156,957	319,880	197,592	217,140	109,540	
Debt Service	-	-	-	-	-	
Expenses over Sources	**$ 156,957**	**$ 319,880**	**$ 197,592**	**$ 217,140**	**$ 109,540**	

SPOKANE AIRPORT BOARD

2022 CAPITAL SUMMARY

Note: reclassifications have been made to prior years to conform with 2021 presentation and some totals or % may not add exactly due to rounding

SPOKANE INTERNATIONAL AIRPORT	2019 Actual	2020 Budget	Projected 2020 Yr End	2021 Budget	2022 Budget
SOURCES OF FUNDS					
Federal & AIP Grants	1,290,436	7,656,100	2,508,168	8,000,000	-
Other Federal Grants / Funds	121,131	3,000,000	75,976	13,800,000	12,000,000
Other State / Local Funds	1,981,266	1,500,000	236,289	1,000,000	-
Available / Used PFC Collections and Interest	16,076,555	11,000,000	1,027,136	2,500,000	3,500,000
Revenue Bonds / PFC Supported					45,562,000
Available CFC Collections	152,609	5,100,000	1,277,566	8,350,000	-
Funds From Operations, Unrestricted Cash, CARES	10,813,969	12,662,900	2,261,541	6,805,000	10,550,000
	30,435,966	**40,919,000**	**7,386,676**	**40,455,000**	**71,612,000**
EXPENDITURE OF FUNDS					
Parking / Ground Transportation	3,742,347	15,445,000	563,428	625,000	3,300,000
Landside Roadways	985,259	-	1,792,997	2,405,000	-
Airfield / Ops / Fuel	4,503,841	2,015,000	95,942	9,000,000	6,600,000
Other Buildings & Grounds	2,322,115	7,100,000	1,655,197	22,350,000	11,350,000
Terminal	13,739,848	15,060,000	2,436,517	5,500,000	48,687,000
ARFF	56,079	729,000	762,052	-	60,000
I.T.	3,832,340	120,000	-	500,000	1,475,000
Police / Security	918,876	300,000	16,544	-	75,000
Admin	-	150,000	64,000	75,000	65,000
Land Acquisitions	335,261	-	-	-	-
Total Expenditures	**30,435,966**	**40,919,000**	**7,386,676**	**40,455,000**	**71,612,000**

AIRPORT BUSINESS PARK	2019 Actual	2020 Budget	Projected 2020 Yr End	2021 Budget	2022 Budget
SOURCES OF FUNDS					
Funds From Operations & Unrestricted Cash	36,290	620,000	-	1,500,000	430,000
Total Sources	**36,290**	**620,000**	**-**	**1,500,000**	**430,000**
EXPENDITURE OF FUNDS					
Total Capital Projects	838,943	-	-	1,500,000	430,000
Total Expenditures	**36,290**	**620,000**	**52,870**	**1,500,000**	**430,000**

FELTS FIELD	2019 Actual	2020 Budget	Projected 2020 Yr End	2021 Budget	2022 Budget
SOURCES OF FUNDS					
Federal & AIP Grants	147,478	300,000		330,000	90,000
Other Grants		98,000			492,000
Debt or Other Funds				-	-
Funds From Operations & Unrestricted Cash	4,095,716	880,000	404,820	160,000	2,930,000
Total Sources	**4,243,194**	**1,278,000**	**404,820**	**490,000**	**3,512,000**
	$ 613,190	$ (1,385,646)	$ (11,416,616)	$ (11,736,256)	$ (8,874,256)
EXPENDITURE OF FUNDS					
Airfield	52,226	630,000	268,046	440,000	690,000
Other Buildings / Grounds	4,096,106	50,000	119,912	50,000	600,000
Terminal	15,355	598,000	16,862	-	1,572,000
Land Acquistions	79,507	-	-	-	650,000
Total Expenditures	**4,243,194**	**1,278,000**	**404,820**	**490,000**	**3,512,000**

Note: The expenditures noted above do not necessarily represent specific projects, rather a variety of projects in a category that will be individually vetted by the Airport Board through the Committee process prior to authorization of expending of funds.

Section X. Selected 2022 Rates & Charges List

Space rates shown on a square foot per annum basis
Other rate basis are noted
(This list is not meant to be all inclusive.)

Change from 2021

Spokane International Airport	Signatory	Cargo Exempt*	w/ Use Agreement	Itinerant
Class 1 Space				
Airline Ticket Counters	$ 60.70			
Airline Ticket Office (ATO)	60.70			
Queuing Areas	60.70			
Instant Travel Machines	60.70			
Concourse Hold Areas	60.70			
Baggage Claim	60.70			
Class 2 Space				
Baggage Service (BOS)	$ 45.53			
Upper Concourse Office	45.53			
Ops Office	45.53			
Communications Office	45.53			
Baggage Make-Up	45.53			
Baggage Delivery	45.53			
Lower Concourse Office	45.53			
Storage Room	45.53			
Maintenance Office	45.53			
Baggage Cabinet	45.53			
Triturator Building	45.53			
Loading Bridge / mo	$ 2,151.04			
Aircraft Parking / mo	$ 500.00			
Boarding Walkway	$ 11.25			
Ramp GSE Storage	$ 4.34			
Glycol Pad	4.34			
Outside Storage	0.80			
Landing Fee / 1,000 lbs	$ 2.16	$ 2.26	$ 2.47	$ 3.23
Non Leased Loading Bridge / full turn	291.00		291.00	291.00
{Includes NON Leased Loading Bridge, A/C Parking, Concourse holding area}				
Non Leased Baggage System / turn	113.00		113.00	113.00
{Includes both baggage make-up for outbound AND baggage claim for inbound}				
Non Leased Ticketing / use	31.00		31.00	31.00
{Includes NON Leased Ticket Counter Only}				
Non Leased Aircraft Parking / use	100.00	105.00	125.00	150.00
{Includes NON Leased Aircraft Parking area away from a Bridge}				
Fuel Flowage Fee / Gallon	0.040	0.040	0.050	0.065

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

Section X. Selected 2022 Rates & Charges List

Space rates shown on a square foot per annum basis
Other rate basis are noted
(This list is not meant to be all inclusive.)
Change from 2021

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

Use Agreement / month	
SIA	$ 90.00
Felts Field	35.00

Felts Field Rates	
Landing Fee / 1000 lbs	$ 2.50
Non Lease Aircraft / day	25.00
T-Hangar / mo	230.00
Tie-Down / mo	30.00
Fuel Flowage / Gallon	0.065

Mini Warehouse Rates	
amounts due in advance for entire billing term)	
Monthly Only	TBD
Includes WA St LH Tax	

Miscellaneous Items (not incl. applicable taxes)	
Security Badge Only	$ 30.00
Badge Renewal or Fingerprinting	40.00
New Badge & Fingerprinting	60.00
1st Lost Badge	30.00
2nd Lost Badge	40.00
3rd Lost Badge	60.00
Telephone Line / mo	12.00
Fitness Center / mo	15.00
GTC Conf room / 4 hrs	25.00
Room Setup (if necessary)	25.00
Event or Conference Center / day	175.00
GTC Trip Fee / Trip	1.75

Force Account Rates	
Materials	Cost + 10%
Labor / hr.	$ 62.50

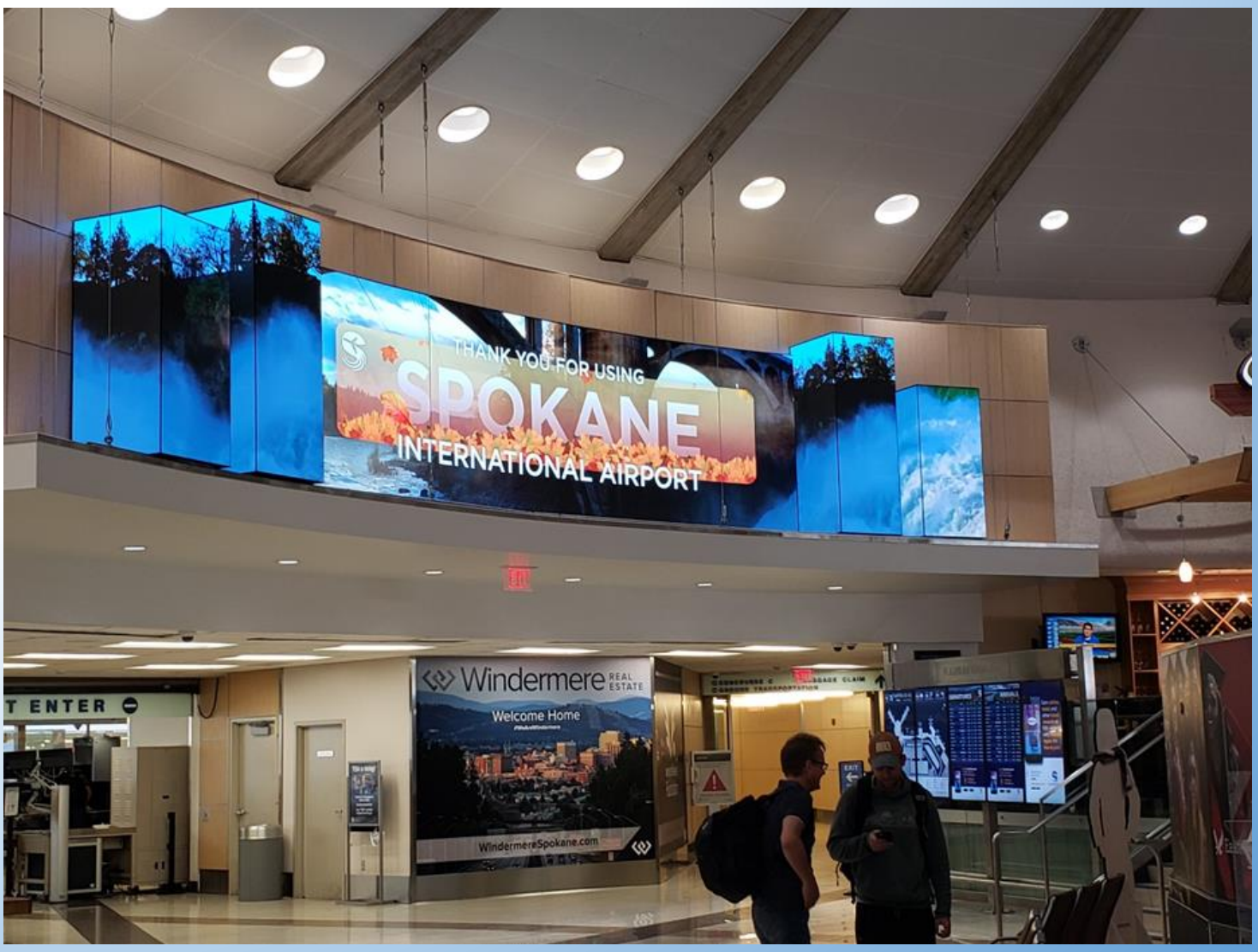
ALL VEHICLE PARKING LOT RATES INCLUDE WA STATE SALES TAX					
Parking (Sales Tax Included)	**Covered**	**Outside**			
Length of Stay	**Garage**	**Surface**	**C-Lot**	**Economy**	**Hourly**
0 - 2 HR	$ 4.00	$ 4.00	$ 4.00	$ 6.00	$ 2.00 / HR
2 - 3 HRS	6.00	6.00	6.00		
3 - 4 HRS	8.00	8.00	8.00		
4 - 5 HRS	10.00				
5-24 HRS	12.00				
DAILY MAX.	**$ 12.00**	**$ 8.00**	**$ 8.00**	**$ 6.00**	

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

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

Spokane Airports 2022 Budget

Spokane International Airport / Airport Business Park/ Felts Field



www.spokaneairports.net

Approved:
Spokane Airport Board, November 18, 2021

Agenda Sheet for City Council Meeting of: 11/29/2021		Date Rec'd	11/4/2021
		Clerk's File #	OPR 2021-0766
		Renews #	
Submitting Dept	PUBLIC WORKS	Cross Ref #	
Contact Name/Phone	LOREN SEARL 625-7851	Project #	
Contact E-Mail	LSEARL@SPOKANECITY.ORG	Bid #	5516-21
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4100/4310 PRECAST CONCRETE PRODUCTS		

Agenda Wording

Five-year value blanket order with CDA Redi Mix & Precast, Inc. (Coeur d'Alene, ID) for precast concrete products to be ordered by the Water & Hydroelectric Services and Wastewater Maintenance departments on an as-needed basis.

Summary (Background)

RFQ #5516-21 was issued to 55 contacts via the City's electronic bidding portal on 9/17/2021. One quote was received by the closing deadline on 10/28/2021. Award is recommended to CDA Redi Mix & Precast, Inc. as the low responsive, responsible bidder. This value blanket will be valid for a five-year term with no renewal options. Total term spend is estimated at $250,000.00 including tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 250,000.00	# VARIOUS
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	HARRIS, CLINT E.	Study Session\Other	FINANCE 11/15/2021
Division Director	FEIST, MARLENE	Council Sponsor	CM WILKERSON
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	ODLE, MARI	sjohnson@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing	PRINCE, THEA		

Briefing Paper
Finance & Administration Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services and 4310 Wastewater Maintenance
Subject:	Precast Concrete Products – Value Blanket
Date:	15 November 2021
Author (email & phone):	Steve Burns, sburns@spokanecity.org, 625-7840
City Council Sponsor:	Councilmember Wilkerson
Executive Sponsor:	Marlene Feist, Director – Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	☑ Consent ☐ Discussion ☐ Strategic Initiative
Alignment:	Funding for these purchases is available in the Water & Hydroelectric Services' and Wastewater Maintenance department budgets.
Strategic Initiative:	Innovative Infrastructure, Safe & Healthy
Deadline:	This order is needed as promptly as possible to support competitive procurement; departments are currently buying product on a 'spot buy' basis.
Outcome: (deliverables, delivery duties, milestones to meet)	This value blanket will support the Public Works' construction and maintenance season by facilitating the competitive purchase of these products on an as-needed basis.

Background/History: *RFQ #5516-21 was issued to 55 contacts via the City's electronic bidding portal on September 17, 2021 for Precast Concrete Products – Value Blanket. One quote was received by the closing deadline on October 28, 2021. Award is recommended to CDA Redi Mix & Precast, Inc. (Coeur d'Alene, ID) as the low responsive, responsible bidder.*

This value blanket will be valid for an initial five (5) year term with no renewal options. Total term spend is estimated at $250,000.00 including tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.

Executive Summary:

- *Award recommended to CDA Redi Mix & Precast, Inc. (Coeur d'Alene, ID) as low responsive, responsible bidder*
- *Five-year value blanket with no renewal options not to exceed a total term of five years*
- *Total term spend estimated at $250,000.00 including tax*

Budget Impact:

Approved in current year budget? ☑ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ☑ No
If new, specify funding source: Water and Wastewater Maintenance Warehouse Inventory Budgets
Other budget impacts: None

Operations Impact:

Consistent with current operations/policy? ☑ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ☑ No
Specify changes required: None
Known challenges/barriers: None

CITY OF SPOKANE - PURCHASING DEPARTMENT

QUOTE TABULATION

Quote Number	5516-21
Description	Precast Concrete Products

	CDA Redi Mix & Precast, Inc.
City #B3638-9x36 Concrete Meter Box Ring, 9" x 36", Qty. 288	$ 21,888.00
City #B3638-Bttm Concrete Meter Box Bottom Ring, Qty. 72	$ 5,472.00
City #B3639-9x34 Concrete Meter Box Cone, 9" x 34", Qty. 80	$ 6,080.00
City #B3640-4x36 Concrete Meter Box Half Ring, 4" x 36", Qty. 12	$ 876.00
City #B3636-1 Concrete Riser Ring, 1" x 36", Qty. 1	$ 31.00
City #B3636-2 Concrete Riser Ring, 2" x 36", Qty. 106	$ 3,498.00
City #B3636-3 Concrete Riser Ring, 3" x 36", Qty. 90	$ 3,150.00
City #B3636-4 Concrete Riser Ring, 4" x 36", Qty. 45	$ 1,665.00
Subtotal	$ 42,660.00
Sales Tax (9%)	$ 3,839.40
Quote Total	**$ 46,499.40**

PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE QUOTE MEETING SPECIFICATIONS.

Agenda Sheet for City Council Meeting of: 11/29/2021		Date Rec'd	11/10/2021
		Clerk's File #	OPR 2021-0503
		Renews #	
Submitting Dept	DSC, CODE ENFORCEMENT &	Cross Ref #	
Contact Name/Phone	KRIS BECKER 625-6392	Project #	
Contact E-Mail	KBECKER@SPOKANECITY.ORG	Bid #	RFP 5207-19
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	CALE AMERICA INC. - PAID PARKING EQUIPMENT MULTIPLE SPACE PAY		

Agenda Wording

5-year contract with Cale America, Inc., dba Flowbird, for CWT Touch kiosks to replace existing 10 kiosks and current paid parking equipment located in and around downtown Spokane.

Summary (Background)

This contract was originally passed in August 2021; however, Cale America Inc. wanted to add industry standard language to the Indemnification and Liquidated Damages sections. The monetary amounts did not change and the expected purchase order did not change. Initial contract with Cale America, Inc. is 5 years for service and support of CWT Touch kiosks to replace aging paid parking equipment in Spokane. Vendor was selected from RFP 5207-19 for a 3-phased approach, beginning with initial

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact		Budget Account
Expense	$ 2,932,000.00	# 5901-79221-94000-56401-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	BECKER, KRIS	Study Session\Other	Finance and
Division Director	MACDONALD, STEVEN	Council Sponsor	CM Karen Stratton
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	kbecker@spokanecity.org; jwest@spokanecity.org;	
For the Mayor	ORMSBY, MICHAEL	jray@spokanecity.org; mwilliams@spokanecity.org;	
Additional Approvals		jlargent@spokanecity.org; korlob@spokanecity.org;	
Purchasing	WAHL, CONNIE	kerry.loomis@flowbird.group	
		benoit.reliquet@flowbird.group (signer)	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

purchase to replace existing equipment in the downtown core. Remaining equipment will be purchased over the next 3 years and installed as it is acquired.

Fiscal Impact		Budget Account
Expense	$ 2,932,000.00	# 5901-79221-94000-56401-99999
Select	$	#

Distribution List

kbecker@spokanecity.org	mwilliams@spokanecity.org
jwest@spokanecity.org	jlargent@spokanecity.org
jray@spokanecity.org	kerry.loomis@flowbird.group
kdavis@spokanecity.org	benoit.reliquet@flowbird.group (signer)

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

DAVID A. CONDON
MAYOR

REQUEST FOR PROPOSALS

City of Spokane, Washington

RFP NUMBER: **#5207-19**

DESCRIPTION: **PAID PARKING EQUIPMENT**

DUE DATE: **MONDAY, DECEMBER 23, 2019**
No later than 1:00 p.m.

City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

Connie Wahl

Connie Wahl, C.P.M., CPPB
Purchasing

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1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Neighborhood and Business Services Department (hereinafter "City") is initiating this Request for Proposals (RFP) to solicit Proposals from Firms interested in participating on a project to provide PAID PARKING EQUIPMENT.

The 2019 Downtown Parking Study provided the City with a comprehensive six-year plan and package of recommendations designed to facilitate growth and activity downtown, while making parking more convenient and user-friendly for residents, businesses, employees, and visitors. The study includes a parking inventory for both on- and off-street facilities as well as evaluating the City's current policies, procedures, regulations, hardware, and software systems.

The City's robust downtown business core and array of outdoor activities attracts a host of visitors each year. Parking operations is funded solely from the Parking Fund (a Special Revenue Fund) and includes customer service, parking enforcement, collections, and installation and maintenance of the parking system and assets.

The downtown parking operation includes over 5,000 on-street parking spaces supported by the following parking technologies:

- Single space parking meters (Model 95 Housings) including 729 CivicSmart Liberty Single Space Smart Meters and 2,583 POM APM Single Housing Electronic Meters.
- Pay-by-Plate pay stations including 10 Parkeon Strada Rapide multi-space meters.
- Passport mobile payment application.
- Duncan Solutions AutoPROCESS parking citation management.
- ACCELA Permit Module.
- Genetec mobile license plate recognition (LPR).

The City's paid parking revenue in FY 2018 and in FY 2019 was approximately $2.2M per year. In FY 2018 and 2019, there was an average of 91,000 transactions at the CivicSmart single space smart meters and 5,800 transactions at the Parkeon Strada multi space meters.

The City is considering expanding the paid parking program to include an additional 1,200 parking spaces. In addition, the City will soon be soliciting for an integrated citation and permit management system. Off-street parking is managed by private operators and is not a part of this RFP.

This RFP is for the procurement of PAID PARKING EQUIPMENT including pay stations and single space parking meters to streamline the customer service experience and immediately replace the expiring equipment. The City ultimately aims to utilize a unified and simplified paid parking solution throughout the on-street parking spaces. This effort will include new hardware to accept parking

payment via monies, credit card, near field communication (NFC) or mobile; new software to support reporting and reconciliation efforts for paid parking; and integration with current and future citation management systems along with City and third-party Vendor systems. This parking technology and hardware solution must seamlessly interface with the City's existing sub-contractor system(s) as well as any new future systems. The City will be the merchant of record on all transactions, via U.S. Bank and Elavon.

The tiered implementation will immediately support 800 parking spaces preceded by the anticipated expansion and deployment of up to an additional 4,600 parking spaces located throughout the downtown and surrounding areas. The City is considering transitioning from single space parking meters to Pay-by-Plate pay stations. Integration and the communication of real-time paid parking details (license plates) to the City's current and future technology providers is a mandatory requirement.

1.2 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington.

The Firm must have five (5) years of experience in paid parking equipment solutions.

1.3 FUNDING

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

1.4 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP will be a five (5) year term with annual extension options. The contract is tentatively scheduled to be issued in Q1, 2020.

1.5 DEFINITIONS

Definitions for the purposes of this RFP include:

City – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFP.

Meter – Shall mean a single/dual space meter and a pay station unless otherwise specified.

Proposal – A formal offer submitted in response to this solicitation**.**

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

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the City's needs at a given price.

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

1.6 ADDENDA

It is the responsibility of Proposers to check the City of Spokane's online procurement system https://spokane.procureware.com for Addenda or other additional information that may be posted regarding this Request for Proposals.

1.7 ATTACHMENTS

Attached to this RFP and incorporated herein by reference are the following documents:
Attachment A - Compliance Matrix (Excel File).
Attachment B - Pricing Matrix/Cost Proposal (Excel File).

1.8 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

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

2. SCOPE OF SERVICES

2.1 GENERAL

Parking technology features shall include the following:

a) Payment must be available through multiple options, including coin, credit card and mobile payment integration. Near Field Communication (NFC) (including Apple Pay and Google Pay) payments shall be supported and available.

b) Pay station technology must allow the patron to pay for a parking space transaction at any pay station.

c) The ability to add time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time allowed by license plate for the parking space/zone.

d) Meters must have the ability to store a minimum of 8 different rate structures that are configurable by time of day and day of the week. Pay stations must allow for simultaneous rate structures to be displayed that include static/fixed rate combined with hourly rate options.

e) A large screen display is preferred in order for rate information to be displayed, rather than signs posted on the meter.

f) Pre-payment option (payments made in advance of operating hours).

g) An option for patrons to be informed of the expiration of their paid parking session.

h) All technology must be simple to understand and easy to use.

i) All technology must be reliable, easy to maintain and secure.

j) All technology shall be able to electronically display the following to the patron with minimal effort:

   i. Rates

   ii. Days and hours of operation

   iii. User instructions

k) Proposers must offer strong customer support 7 days a week.

l) Changing rates using the Meter Management System (MMS) shall be completely web-based (no software to install), easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of meters.

m) All technology, equipment and systems shall be ADA-compliant.

n) All materials and components shall be new and unused.

o) All technology shall have a modular design. Components shall be able to be quickly changed in the field.

p) All electronic components, connections and wiring shall be fully weatherproofed.

q) The meters shall be weather, rust and graffiti resistant and shall be made of stainless steel or an equivalent material.

r) The City prefers that the meter has additional lighting or illumination for dark hour usage. Proposer shall describe how the lighting and/or display operates during dark hours.

s) All technology shall wirelessly communicate usage, payment status, meter access and maintenance alert data in real-time.

t) All technology shall be managed by a web-based meter maintenance system (MMS) that can:

    i. Remotely update pricing, regulations, and configuration.

    ii. Provide reports on meter activity.

    iii. Automatically create maintenance work order tickets for generated alarms or patron reports of meter malfunctions. Maintenance tickets shall be able to be updated via email, smartphone and tablet.

    iv. Record meter maintenance completed by repair staff.

    v. Easily indicate meter status and send alarms to designated personnel if a meter is not functioning.

    vi. Proposer shall describe ability to integrate with City's 311 reporting system to receive and report on trouble tickets and work order requests.

u) All technology shall be warranted to operate as proposed within a temperature range of -15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City, including but not limited to sleet, snow, hail, grime, rain, fog, sun (including direct sunlight), and vibrations.

2.2 WIRELESS TWO-WAY COMMUNICATIONS

a) The technology will be equipped with a modem, antenna, and the required software to support wireless communications.

b) The wireless communications shall be supplied as a "communications service" during the life of the contract, not as a specific type of modem or wireless carrier supply. Vendor shall be responsible for maintaining and updating the communications service to ensure system uptime in excess of 99% during parking hours of operation.

c) Describe the modem type: CDMA, GSM and/or Wi-Fi.

d) Identify the likely cellular carrier(s) to be used for City service and the process of determining reliability of signal coverage.

e) The Proposer shall describe the established process to troubleshoot and resolve communication interruptions and failures.

f) System transactions shall be communicated to the back-office system in real time to support pay-by-plate pay station enforcement queries. The system shall support enforcement queries for vehicle payment status.

g) If credit card payments can be accepted during weak wireless signal occurrences, describe the process.

2.3 DISPLAY

a) Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles. Proposer shall describe its options for altering the display to make viewing in direct sunlight easier.

b) The meter shall have a backlit graphic display panel that is large enough to legibly display all necessary operating status messages to patrons and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent) configuration and not cause excessive battery drain.

c) The display shall be scratch and impact resistant.

d) Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.

e) Describe the ability to program and display different rate schedules by time of day and day of the week, including dynamic and progressive rate structures for peak occupancy periods. City staff shall have the ability to program rates independent of Vendor support with no additional costs associated with these changes.

    i. Customers shall be able to select their rate option prior to submitting payment in order for the meter to translate the amount due and inform the customer of the payment value.

f) Graphic display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the meter at least once per day. The City shall have the ability to change or adjust the graphic display independent of Vendor support and there shall be no additional costs for these types of adjustments.

g) Meters shall have an ability to display special messaging. Proposer shall describe the process and features that enable special messaging, i.e., holiday and special event messages, which can be downloaded remotely.

h) Meter display shall clearly communicate the following electronically, alphanumerically and graphically:

    i. Rates

ii. Days and hours of meter operation

iii. Regulations

iv. Instructions to the user:

1. Read Error, Please Reinsert Card – if card is removed from the mechanism before it could read the information on the card;
2. Coin Only – at the sole discretion of City, if the card slot is inoperable;
3. Card Only – at the sole discretion of City, if the coin slot and/or bill acceptor is inoperable;
4. Out of Order – at the sole discretion of City, if the coin and card slot are inoperable, with customizable instructions such as pay at another meter.

v. Special messaging

i) Proposer shall describe any static information displayed and the format used.

2.4 KEYPAD

a) Keypads must be vandal resistant, weatherproof, and corrosion resistant.

b) Proposer shall describe any visual, audible or tactile indication that a button has been pressed, as feedback to the patron.

i. Describe the visibility of the keypad after dark and how the patron will interact with the meter.

2.5 PAYMENTS

a) Proposer shall describe coin, bill, card and alternative payment operations, including the number of different coins/currencies accepted and the type of card-based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).

b) All meters must support secure real-time authorization of credit cards and optional contactless cards.

c) The meter shall accept monies through a jam-resistant coin/bill interface and jam- resistant card payments through a card interface.

d) For pay stations, the coin discrimination system should contain an automatic shutter, which only opens during operational hours for coin insertion of approved coins, but not for non-metallic objects.

e) For single/dual space meters, Proposer shall describe how the proposed technology mitigates insertion of objects other than approved coins.

f) If the coin or bill slot is inoperable, meters must have the option to still accept card payments and promote third-party payments (e.g., mobile payments), if applicable.

g) The coin chute or track and coin verifier unit shall be a free-fall type (non-moving and non-mechanized) or an equivalent.

h) The coin chute or track shall include an anti-backup provision to prevent and detect the attempted retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).

i) Monies must be deposited directly into, and stored within, secured containers in the vault area of the meter.

j) Monies must be easy to collect, simple to reconcile and include audit capabilities.

k) Maintenance personnel must be able to easily clear coin/bill jams without the use of special tools and without accessing the vault.

l) Describe how the 'Pay at Any Pay Station' feature would operate utilizing the proposed parking technology solution.

m) All meters shall be able to be programmed to accept pre-payments prior to start of regulated parking and extended payment within applicable City policy requirements.

n) Proposer shall describe in detail the step-by-step process of Vendor's credit card acceptance procedure from the time a patron inserts his/her card to the time the money is deposited in the City account. Include the name of your gateway processor (if using a third party) and the name of the gateway software (if your firm uses in-house software). Proposer shall list all subcontractors involved in each step (e.g., cellular providers or gateway companies) and describe the subcontractors' PCI compliance. Proposer shall describe any per transaction charges from the Vendor and/or the gateway company, or software charges; if none, then state as much.

o) The meter, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)).

p) Meter shall be PA-DSS certified by a Qualified Security Assessor (QSA).

q) The technology must be EMV compliant. Proposer shall describe their current and future EMV capabilities including any required upgrades, options and/or associated costs.

r) Proposer shall describe any alternative payment options, the associated costs or any additional fees. Proposal shall describe current and future capabilities including any required upgrades or options for the implementation of the alternative payment options.

s) The MMS system shall allow the City to dynamically and remotely adjust parking prices on the meters in real-time.

2.6 CLOCK

a) The meter must have a 365-day calendar real-time clock that completes a daily time-sync with the server at least once every 24 hours and that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset shall occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.

b) The clock shall be programmable at least one year in advance for automatic daylight savings time changes.

c) The time-of-day clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period).

   i. There shall be no upper limit or maximum deviation that would prevent the clock from syncing with the MMS.

   ii. The clock shall track the day of week, Monday through Sunday.

   iii. Time of day and day of week shall be displayed to maintenance staff, on the front display screen, when the reset feature is activated.

2.7 POWER

a) Pay stations must allow for power by a rechargeable solar-powered (or equivalent) battery.

b) Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 30 seconds once the pay station is opened.

c) For environmental reasons, Nickel-Cadmium batteries shall not be used to power the meters.

d) The meter will be powered by battery and/or rechargeable solar-powered (or equivalent) battery pack.

e) When battery voltage falls below a minimum threshold, the meter will generate an alert prior to the meter going out of service.

f) Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.

g) Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the MMS.

h) All locally stored meter data will be retained during battery replacement and battery failures of seven days or less.

i) Describe any unique power management capabilities.

j) Battery shall guarantee a life of at least 5 years. Proposer shall describe how any and all options will impact battery life.

2.8 SECURITY / MAINTENANCE

a) Monies passing through the meter shall be deposited directly into secured containers in a separate vault area.

j) The coin/bill vault areas shall not be accessible from the maintenance compartment.

k) Meters shall be resistant to vandalism and other attacks to remove or disable coin/cash from the coinboxes.

l) Meters shall have high security locks for all housing and cabinet doors. Include a description of the locks provided. Electronic locks are preferred with online programmable access parameters including restrictions for maintenance, collections, days of week and hours of day. Describe the manual override process in case of power failure or electronic lock malfunction.

2.9 WARRANTY / VENDOR SUPPORT

a) Proposer shall describe their system warranty and extended warranty options on all hardware and software effective from the date of installation.

b) Proposer shall describe technical support services, including 7 day a week customer support help desk availability (including holidays), on-line help features, transaction assistance, on-site support and technical support, during and beyond the installation and warranty periods. Proposer shall describe who is responsible for supporting the meter including any and all subcontractors.

c) The customer support help desk shall have the ability to collect and/or provide detailed information to the City via the hotline and/or via log in to the back-office software, including:

   i. Verify, log and dispatch reports of meter malfunctions in real time with online tracking

d) Proposer shall provide the City with toll free telephone numbers enabling them to reach Proposer's staff during normal business hours.

e) The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.

f) Vendor shall be required to provide quarterly technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements.

g) Provide system warranty guarantees and extended warranty options on all hardware and software effective from the date of installation.

h) Requests for Quotations from the City must be to be fulfilled within three business days, and/or at a status update on the 3rd business day and every 2 days thereafter. This is to include all requests for all equipment and parts.

i) Return Merchandise Authorization (RMA) requests must be fulfilled within 30 calendar days, and/or a status update as the expected time of arrival (ETA). RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within the mutually established delivery hours of operation.

2.10 TRAINING

a) Proposer shall provide a proposed training outline with their response.

b) The City requires an on-site 2-hour refresher training each year that will include a review of project issues, system performance and product updates. Vendor shall provide all training at a location to be determined by the City or its designee.

c) Proposer shall cover all travel costs.

d) Proposer shall describe how upgrades to the MMS or other systems will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract.

e) Proposer shall supply and keep current hard and digital copies of all operating, training, repair and user's manuals, which includes detailed instructions for system usage.

2.11 REPORTING / MAINTENANCE TRACKING / ENFORCEMENT

a) The MMS must provide secure, web-based back office reporting, including real time exception reporting for equipment downtime and data transmission issues.

b) The MMS shall provide maintenance tracking with automated technical ticket generation.

c) Describe how access to real-time information regarding customer-generated reports of meter or signage problems, and meter-generated warnings and alarms is available to support staff, including maintenance technicians.

d) The MMS shall provide a smartphone application to update, reassign and close out maintenance tickets.

e) The MMS shall have the capability to track maintenance issues, completion of maintenance tasks and reports on meter uptime.

f) The MMS shall provide scheduling capabilities for both preventive and non-recurring maintenance.

g) The MMS shall provide a maintenance dispatch interface for the scheduling, recording and reporting of error/problem corrections.

h) The MMS shall provide an online mapping module for parking spaces and meters to identify maintenance and enforcement areas/zones. The MMS shall provide real-time verification of parking spaces payment status for enforcement purposes.

i) MMS shall allow the remote download of all rate changes, display changes, receipt layout changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless data usage.

j) The web-based MMS reporting analytics tool shall allow for:

   i. custom filtering of data fields

   ii. drop & drag report capabilities

   iii. table creation where reports can be saved for individual or global use

k) The MMS shall allow for online scheduled reports to be exported as Excel, CSVs and/or PDFs

2.12 DATA / INTEGRATION

a) Proposer must provide real-time integration with the City's current and future parking technology and data management Vendors, including, but not limited to, citation issuance/enforcement handhelds, LPR and mobile payment (Passport). Proposer shall

confirm current integrations with the City's existing Vendors and/or describe any costs associated with implementing the integration required to support pay-by-plate.

b) Vendor will be required to provide all meter related data in a format and interface as defined by the City, including an interface with the City's asset management system (Cityworks). Vendor shall be able to work with outside Vendors to perform data migration. This could include data mapping, data cleanup/verification, data transfer, and other testing as defined by City requirements.

2.13 OTHER SERVICES

a) With the implementation of new paid parking equipment, please describe the public outreach/education campaign that will be included with your solution at no additional cost to the City. Provide examples of prior successful implementations, including sample images, emphasizing similar installations introducing new paid parking equipment.

b) Describe proposed installation plan and any costs associated with the installation. Proposer will be responsible for installation and all associated hardware/equipment required, including any space numbering (if needed) and signage.

c) The City would like to consider an option for a merchant validation program to enhance the overall patron and downtown business experience. Please describe how the proposed parking technology solution would support a merchant validation program, and identify any equipment required and any additional costs or fees.

d) The City is interested in innovation and value-added services. Proposers should describe any enhanced services and features that are available to the City currently or in the near future. All associated pricing for any proposed or suggested feature must be identified, including, but not limited to sensors, parking guidance application and any other customer service features that can directly benefit the City.

2.14 LIQUIDATED DAMAGES

The following are the proposed liquidated damages that would be incorporated into any final agreement and should be considered in Proposer pricing options. While it is not the intention of the City to seek a punitive relationship, we are seeking an integrated solution that performs to the standards described throughout your Proposal.

Both parties will agree that the annual liquidated damages shall be limited to the amount paid or due to Vendor by the City during a one-year period except in the initial 12-month period of this Agreement where liquidated damages shall be limited to 30% of the amount paid or due to Vendor by the City during the initial 12-month period of this Agreement. The Vendor agrees to pay these amounts to the City as set forth:

- **Failure of Pay Station(s)**. Failure of either Pay Station(s) that results in either no payment transaction being accepted by the Pay Station(s) (e.g. allow free parking during enforcement hours) or application of the wrong fee rates for parking shall result in damages of $100.00 per day (each 24-hour period) per each affected Pay Station. City shall provide Vendor with 24 hours' notice to respond and repair the Pay Station(s) failure prior to being entitled to liquidated damages.

- **Failure of Single Space Meter(s)**. Failure of either Single Space Meter(s) that results in either no payment transaction being accepted by the Meter(s) (e.g. allow free parking during enforcement hours) or application of the wrong fee rates for parking shall result in damages of $10.00 per day (each 24-hour period) per each affected Single Space Meter. City shall provide Vendor with 24 hours' notice to respond and repair the Meter(s) failure prior to being entitled to liquidated damages.
- **PCO Data Security Failure**. Failure of Vendor to maintain Payment Card Industry ("PCO") Data Security Standard Certification, defined as an information security standard of organizations that handle branded credit cards from the card schemes, shall result in damages of $10,000 on the twenty-eight (28th) calendar day following non-compliance ("first assessment"). The twenty-eighth (28th) calendar day following the first assessment and every twenty-eight (28) calendar days thereafter shall constitute a "subsequent assessment". On each additional twenty-eighth (28th) calendar day following the first assessment and any subsequent assessments, the City shall be entitled to liquidated damages of $25,000 until the failure is cured. Damages during subsequent assessments shall be prorated by day.
- **Accuracy**. The City will issue a written warning to Vendor if either Meter(s) fails to maintain 99% accuracy in the City's audit of daily revenue as a result of a design defect with either Meter(s). The Vendor shall cure each failure within seven (7) days after receipt of the warning. If any failure is not cured within seven (7) days, the Vendor shall be subject to damages of $100 per day per failure of each Meter(s) until the failure is cured.

3. GENERAL INFORMATION

3.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFP shall be with the RFP Coordinator and shall be submitted through the 'Clarifications' tab in the City of Spokane's online procurement system portal: https://spokane.procureware.com.

Name	**Connie Wahl, City of Spokane Purchasing**

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

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	November 27, 2019
Question and answer period	November 27 to December 13, 2019
Last date for RFP questions requiring an Addendum	December 13, 2019
Proposals due	December 27, 2019
Evaluate Proposals	January 13, 2020
Firm Demonstrations	January 21, 2020
Negotiate contract	Quarter 1, 2020
City Council approval of contract	Pending Contract Negotiation
Begin contract work	Pending Council Approval

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

A. SUBMITTAL INFORMATION

Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: https://spokane.procureware.com on or before the due date and time. Hard paper e-mailed or faxed copies will not be accepted.

Late Proposals will not be accepted. The City of Spokane is not responsible for Proposals electronically submitted late. It is the responsibility of the Proposer to be sure the Proposals are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. on the Proposal due date.

Sealed electronic Proposals will be acknowledged at 1:15 p.m. on the due date in the City Hall, City Council Chambers, Lower Level, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

B. ELECTRONIC SUBMITTAL INSTRUCTIONS

Proposers must go online to the City's online procurement system portal (https://spokane.procureware.com) to submit Proposals and other documentation as requested. Proposers are asked to read the Welcome Screen and register if they have not done so previously. Once on the procurement system portal, follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left-hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and** upload required documents into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Click on the "Pricing" tab and enter pricing as requested. A "Comment" field is available if needed.
6. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

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

All received Proposals shall be deemed public records as defined in RCW 42.56, "Public Records."

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

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

All requests for information must be directed to the RFP Coordinator.

3.5 OWNERSHIP OF DOCUMENTS

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

3.6 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP or provide any other pertinent information, it shall be posted it shall be posted through the City of Spokane's online procurement system https://spokane.procureware.com.

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

3.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

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

3.8 ACCEPTANCE PERIOD

Proposals shall remain in effect for one hundred twenty (120) days for acceptance by the City from the due date for receipt of Proposals.

3.9 RESPONSIVENESS

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

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

3.10 MOST FAVORABLE TERMS

The City reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially with the most favorable terms that can be proposed. There will be no best and final offer procedure. The City reserves the right to contact a Proposer for clarification of its Proposal.

The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Proposal.

3.11 COSTS TO PROPOSE

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

3.12 NO OBLIGATION TO CONTRACT

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

3.13 REJECTION OF PROPOSALS

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

3.14 INTERLOCAL PURCHASE AGREEMENTS

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

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

The major sections of the Proposal are to be submitted in the order noted below:

A. Letter of Submittal.
B. Technical Proposal.
C. Management Proposal.
D. Technical Requirements Table.

E. Attachment A - Compliance Matrix (Excel File).
F. Attachment B - Pricing Matrix/Cost Proposal (Excel File).

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

4.2 LETTER OF SUBMITTAL

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

A. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written;

B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.);

C. Location of the facility from which the Firm would operate;

D. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months; and

E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

4.3 TECHNICAL PROPOSAL

The Technical Proposal shall contain a comprehensive description of services with specific attention to Section 2 "SCOPE OF SERVICES" and including the following elements:

A. PROJECT APPROACH / METHODOLOGY – Include a complete description of the Firm's proposed approach and methodology for the project. This section should convey Firm's understanding of the proposed project.

B. WORK PLAN – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical Proposal shall contain sufficient detail to convey to members of the evaluation team, the Firm's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of City staff. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.

C. PROJECT SCHEDULE – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.

D. DELIVERABLES – Fully describe deliverables to be submitted under the proposed project.

E. FUNCTIONALITY – How well does the solution meet the functional requirements?

4.4 MANAGEMENT PROPOSAL

A. PROJECT MANAGEMENT

1. PROJECT TEAM STRUCTURE/INTERNAL CONTROLS - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the Firm. This chart must also show lines of authority to the next senior level of management. Include who within the Firm will have prime responsibility and final authority for the proposed work.
2. STAFF QUALIFICATIONS/EXPERIENCE – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' (not to exceed two (2) pages per person) for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. EXPERIENCE OF THE FIRM

1. Indicate the experience the Firm and any subcontractors have in providing and supporting Paid Parking Equipment.
2. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Firm has had during the last five (5) years that relate to the Firm's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. The Firm grants permission to the City to contact the list provided.

C. REFERENCES

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. The Firm grants permission to the City to contact the references provided. Do not include current City staff as references. The City may evaluate references at the City's discretion.

D. RELATED INFORMATION

1. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

2. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

4.5 COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Firm that proposes the least cost, but rather to the Firm whose Proposal best meets the requirements of this RFP. **Firms must fully complete the pricing matrix excel worksheet.**

A. IDENTIFICATION OF COSTS

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Firms are required to collect and pay Washington state sales tax, if applicable. For licensing and pricing purposes, Proposers should provide cost detail for simultaneous concurrent users or named user licenses.

At a minimum include the following:

1. Hardware, software, professional service fees:
   a. Software license costs
   b. Professional services fees for implementation, training, conversion, project management and related services.
   c. Professional services for integration (specify the integrations required if applicable).
   d. Project expenses (travel, per diem, etc.).
   e. Total software/hardware implementation costs.
   f. SaaS Costs
2. Annual hardware and software maintenance fees.
   a. Annual operations and maintenance/support costs. If this cost differs over years, please report the cost for each year separately. Please include all third-party services.
   b. Total on-going maintenance/support cost.
3. Installation and shipping fees.
4. Costs for subcontractors are to be broken out separately.
5. Costs must be identified on the pricing matrix excel worksheet provided.

5. EVALUATION

5.1 EVALUATION PROCEDURE

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

The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation.

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

5.2 EVALUATION WEIGHTING AND SCORING

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

Technical Proposal – 35% Project Approach/Methodology Quality of Work Plan Project Schedule / Deliverables Functionality	 15 Points (Maximum) 15 Points (Maximum) 10 Points (Maximum) 30 Points (Maximum)	70 points
Management Proposal - 30% Project Team Structure/Internal Controls Staff Qualifications/Experience Experience of the Firm	 10 Points (Maximum) 10 Points (Maximum) 40 Points (Maximum)	60 points
Cost Proposal – 35%	70 Points (Maximum)	70 points
GRAND TOTAL FOR WRITTEN PROPOSAL		**200 POINTS**

5.3 PRESENTATION DEMONSTRATIONS MAY BE REQUIRED

Written submittals and presentation demonstrations, if considered necessary, will be utilized in selecting the winning Proposal. The City, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for a presentation demonstrations and final determination of contract award. Should the City elect to hold presentation demonstrations that may include a community open house and oral interview, it will contact the top-scoring Firm(s) to schedule a date, time and location. Commitments made by the Firm at the oral interview, if any, will be considered binding.

PRESENTATION SCORING:
If there are demonstrations, software will be evaluated on the demonstrated ease of use, look and feel, functionality, etc.

PRESENTATION DEMONSTRATION SCORING:
The scores from the written evaluation and the presentation demonstrations combined together will determine the apparent successful Firm.

5.4 AWARD OF CONTRACT

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

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City. More than one contract may be awarded.

Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. The City Council shall make the award of contract or purchase.

5.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

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

6. CONTRACT TERMS

6.1 BUSINESS REGISTRATION REQUIREMENT

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

6.2 ANTI-KICKBACK

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

6.3 DISPUTES

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

6.4 TERMINATION

Either party may terminate this contract by sixty (60) days written notice to the other party.

6.5 NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual

orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

6.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

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

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

6.7 PAYMENT

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

6.8 LIABILITY

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

6.9 INSURANCE COVERAGE

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

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

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

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

D. Professional Liability Insurance with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three [3] years after the contract is completed.

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

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

7. REQUIREMENTS

The Technical Requirements Table (below) and the attached Compliance Matrix excel workbook are categorized by various required and desired features. The Compliance Matrix and Technical Requirements Table will be used to determine the compatibility of the Firm's software to the requirements of the Paid Parking Equipment System. In the 'Firm Response' column, please enter the response to the requirement based upon the possible responses contained in the table. An omitted response or a deviation from the alpha responses provided will be construed to be a "NO" – not supported and/or is not provided as part of the Proposal. If you need to add any comments to further clarify your response, please do so in the column specified (if additional space is required, please attach any necessary documentation and index appropriately).

NOTE: It is not expected that the proposed solution will be able to provide all of the functionalities specified in the table. However, during the Proposal's review this will be used to evaluate each Firm's product and will facilitate in the selection of the software that best meets the City of Spokane's needs.

#	Technical Requirements	Firm Response	Comments, Explanation and/or Clarification
General Firm Credentials			
1	Firm has significant Public Sector market presence - provide number of customer implementations.		
2	Firm has a service support center (support and implementation personnel only) dedicated to the proposed product?		
Licensing			
1	Describe your licensing (user, application and database) for Hosted, SaaS or On Premises.		
Project Implementation and Training Plan			
1	The Firm shall include a typical timeline with this Proposal including major milestones for tasks and subtasks, dates and both Firm and customer resources.		
2	Include a description of your overall approach to each of the following task areas (if applicable):		
	a) System Installation		
	b) System configuration		
	c) Data Conversion		
	d) Training (A sample of training materials & documentation should be included)		
	e) Test planning and execution		
	f) System interface design and support		
	g) System roll-out, procedures, and support		
3	Please describe your current project management methodology.		
Support			
1	The City of Spokane expects that annual support will include all updates, enhancements and training to the proposed solution. Describe how your solution meets this requirement.		
2	Describe your ongoing user support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period.		
3	Describe your escalation process for issues that are not resolved during initial call.		
4	The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.		
5	Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.		
6	Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.		

7	Live support is available for any issues Monday – Friday, 8am – 5pm (PST), or other reasonable timeframe during typical business hours. Please provide SLA agreements.		
8	Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.		
9	Describe account and support management methodology if provided such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.		
General System Specifications			
1	City of Spokane staff does not have administrative rights to install or upgrade applications and plug-ins on their computers. Describe any and all components that must be installed locally on a client machine, including Internet Explorer and Office plug-ins. Describe your support for packaging these components, if any, for automated installation.		
2	Internally, the City of Spokane has standardized on a Microsoft desktop platform: Windows operating system, Office suite, and Internet Explorer browser. The selected application Firm is expected to support all features and functionality within this environment. List versions currently supported by your product and describe your policy for adopting new versions of these products.		
3	City of Spokane requires the solution be compatible with multiple modern internet browsers for customer access via various platforms such as smart phones, tablets, desktops, etc. List the browsers and their versions(s) that your system currently supports and describe any functionality restrictions and limitations with your solution.		
4	Any on premise components of the proposed solution must work in the city's current technical environment. If Proposal includes an on premise technology component, please describe the components that would be on premise and the environments supported/required. Include networking components and configurations required to support the proposed solution. If applicable, also describe any remote access to the city's network that your staff requires for implementation and/or ongoing support.		
5	Role Based Access Control (RBAC) allows the System Administrator to create user "profiles" that allow and grant user security rights to various functions of the system. Individuals or groups can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile that gives them all the rights of the particular group. Describe how your system provides RBAC management and the level of granularity.		
Network Requirements			
1	Specify maximum allowed latency requirements		
2	Specify the typical amount of network traffic generated by this application in Mbps		
3	Specify the minimum network bandwidth required for each client installation in Mbps		

4	Specify all network ports that will need to be opened for both clients and network firewalls.		
5	Specify all public IP addresses that will need to be accessed by clients or servers.		
6	Specify any special IP address or protocol requirements for server or client PCs		
7	Specify remote access requirements and identify remote access users/equipment		
8	Specify physical switch port count requirements and port speed		
9	Specify any special network design requirements		
10	Specify if there are any QOS requirements		
11	Specify any telephony requirements analog and or IP		
12	Specify any wireless access requirements		
13	Specify fiber or ethernet cabling requirements		
14	Specify power requirements for all new equipment		
15	Identify any certificate requirements		
Third Party Contracting			
1	Identify any/all 3rd party subcontractors and/or cloud service providers you contract with for your solution.		
2	If using 3rd party subcontractors and/or cloud service providers describe the agreements you have with them for system security, business continuance, backup and restoration services, system availability, maintenance windows, hours of support, and penalties for violating prescribed uptime.		
Upgrades			
1	Describe your typical average upgrade schedule (frequency of version releases, patches, length of time to implement, notification process) and documentation provided.		
2	Describe your notification practices for:		
	a) Planned outages		
	b) Changes to the application and/or database		
	c) Unplanned outages		
	d) Product sunset		
3	Describe any test or “sandbox” environments you would provide to the City of Spokane.		
4	Describe typical upgrade effort (downtime, level of difficulty, length of time to upgrade/update)		
Communications and Operations Management			
1	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?		
2	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research and, if so, for what length of time?		

3	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?		
4	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?		
5	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?		
6	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?		
7	Is City of Spokane data ever stored on non-company managed equipment?		
Public Records			
1	What is the procedure to retrieve bulk data in response to a PRR?		
Risk Assessment and Treatment			
1	Is there a risk assessment program in place?		
2	Is there a process to monitor, track, and remediate all identified risks on an ongoing basis?		
Security Policy			
1	Is there an information security policy?		
2	Have information security policies been reviewed in the last 12 months?		
3	Is there an Acceptable Use Policy for employees, contractors, temporary staff, etc.?		
4	Is the information security policy communicated to constituents?		
Organizational Security			
1	Is there an individual or group responsible for security within the organization?		
2	Are contacts with information security special interest groups, specialist security forums, or professional associations maintained?		
3	Has an independent third-party review of the information security program been conducted in the last 12 months?		
4	Does management require the use of confidentiality or non-disclosure agreements with external parties (including Vendors or Suppliers)?		
5	Is access to City of Spokane data (or the processing facilities hosting such data) provided to external parties?		
6	Is the penetration testing conducted by a 3rd party?		

7	Are suitable tests of systems and applications carried out during development and prior to acceptance?		
8	Are anti-virus products used and configured with daily definition updates?		
9	Are backups of systems and data performed periodically (e.g. weekly)?		
10	Is backup media stored offsite in a trusted facility?		
11	Is City of Spokane data isolated from other customer systems/data and secured to prevent unauthorized logical or physical access?		
12	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?		
13	Are firewalls used to segment network zones and terminate connections to external networks?		
14	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research?		
15	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?		
16	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?		
17	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?		
18	Is there an approval process to use wireless network devices?		
19	Are wireless connections encrypted?		
20	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?		
21	Is there a policy that addresses the use and management of removable media? (e.g., CDs, DVDs, backup tapes, USB drives, etc.)?		
22	Is sensitive data on removable media, including backup tapes, encrypted?		
23	Is City of Spokane data ever stored on non-company managed equipment?		
24	Are desktops/laptops/mobile devices "managed" and configured with a minimum build including security software (e.g. host firewall, disk encryption, etc.)?		
Access Control			
1	Are privileged accounts (administrator, super-user, etc.) controlled and reviewed?		

2	For systems which touch City of Spokane data, is there a separation of duties process in place for approving and implementing access with sponsorship and duration documented?		
3	Are user access paths set up on a predefined role-based need-to-know basis (e.g., only the operators working on City of Spokane's project have access to City of Spokane's information and systems)?		
4	Are there formal procedures to add, delete and modify user accounts and access, assign to role and audit compliance against current user list?		
5	Do policies require access controls be in place on applications, operating systems, databases, and network devices to ensure users have least privilege?		
6	Are unique user IDs used for access?		
7	Is there a process to grant and approve access to systems processing, storing, or transmitting City of Spokane data?		
8	Is there a process to recertify access on a periodic basis (including privileged accounts e.g. administrator, super user, etc.)?		
9	Are passwords required to access systems processing, storing, or transmitting City of Spokane data?		
10	Do remote access communications into the environment occur over an encrypted tunnel (e.g. IPSec, SSL VPN, etc.)?		
11	Is multi-factor authentication required for remote access?		
Systems Acquisition Development & Maintenance			
1	Is there a Software Development Life Cycle (SDLC) process, which includes security requirements and tollgates?		
2	Is access to production code and program source libraries based on the principle of least privilege?		
3	Are change control procedures required for all changes to the production environment?		
4	Is City of Spokane data ever used in the development, staging, or testing/QA environments?		
5	Are source code reviews (e.g. input validation) performed on applications, including those processing City of Spokane data?		
6	Are penetration tests and vulnerability assessments performed against external/Internet-facing systems and applications?		
7	Do developers receive targeted security training and are they made aware of vulnerabilities through periodic metrics reporting?		
8	Does the SDLC process include security requirements gathering, implementation, and verification tollgates before acceptance into production?		

9	Does the development process follow OWASP standards for building secure applications including international security review?		
10	For environments being used for City of Spokane data, do you have an external source code review of all major applications revisions to the environment (SQl injection, cross-site scripting, and security weaknesses, not QA)?		
11	Do developers regularly receive detailed coding and design training in application security?		
Incident Event and Communications Management			
1	Is there an Incident Response process (including IT security breaches) that is reviewed annually?		
2	Is there an Incident / Event Response team with defined roles and responsibilities?		
3	Is there a process to notify City of Spokane of incidents/events, including the sharing of relevant documentation (e.g. issues, root cause analyses, outcomes, and remediation)?		
Business Continuity & Disaster Recovery			
1	Is there a documented policy for business continuity and disaster recovery?		
2	Is the capacity at the recovery location reviewed on a regular basis to ensure that adequate capacity is available in the event of a disaster?		
3	Does the product or service in question have an assured business continuity capability?		
4	Does the recovery strategy assure the continued maintenance of the service level agreements?		
5	Does the Business Continuity and/or Disaster Recovery plan address notification to City of Spokane when incidents occur?		
6	Are alternate facilities (e.g. data centers, office locations, etc.) used?		
Compliance			
1	Are there requirements to comply with any legal, regulatory or industry requirements, etc.?		
2	Are audits performed to ensure compliance with any legal, regulatory or industry requirements?		
3	Is there a records retention policy?		
4	Is there an independent audit function within the organization?		
Privacy			
1	Is there an individual in the organization who is responsible for privacy?		

2	Do the policies and procedures include appropriate safeguards to ensure compliance with applicable privacy laws, including cross-border transfers of targeted privacy data?		
3	Is there a documented data flow for targeted privacy data for each jurisdiction?		
4	Does the organization control or own the delivery of Privacy Notices to customers?		
5	Are there documented policies or procedures to ensure targeted privacy data is only collected, stored and used for the purposes for which it was collected?		
6	Are there written procedures to process data protection authorities / regulators' complaints, if required?		
7	Are there documented procedures to notify customers (City of Spokane included) whose sensitive or personal information has been breached, as required by policy, practice or applicable privacy laws?		
8	Is there internal monitoring for compliance with Privacy Policies and procedures?		
9	Is on-boarding privacy training provided for all employees, contractors, temporary staff, etc.?		
SaaS Providers			
1	Are logins and communications secured with encryption? (HTTPS, SFTP,etc)		
2	Are data transfers secured with encryption (HTTPS,SFTP,etc)		
Vendors connecting to City of Spokane			
1	Vendor devices accessing City of Spokane networks are secured with at least the minimum required software (Antivirus,etc)		
2	Verify no personal devices will connect to the City of Spokane network, only authorized Vendor owned devices.		
3	Site to site tunnels are encrypted and mask both the Vendor and City of Spokane networks with NATing		
4	Will communication over the VPN or tunnel be limited to only the systems necessary to transfer data and/or service the projects at City of Spokane		

8. PUBLIC WORKS REQUIREMENTS

8.1 PUBLIC WORKS OPTION REQUIREMENTS

Option B scope of work for this project as identified in Attachment B - Pricing Matrix/Cost Proposal constitutes a public work under state law. Option B is subject to Washington State Prevailing Wage Rates. Proposers are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, payment/performance bonds and sales tax implications in making their Proposal for Option B. This option may be considered separately for inclusion in award. This option may be self-performed by the City.

8.2 RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS

A. In accordance with RCW 39.04.380 effective *March 30, 2012* the City of Spokane is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. A nonresident contractor from a state that provides a percentage bid preference means a contractor that: a) is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts; and b) at the time of bidding on a public works project, does not have a physical office located in Washington.

B. The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed. All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award.

C. This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.

8.3 BIDDER/PROPOSER RESPONSIBILITY (MANDATORY)

Before award of the Public Works portion of the contract, the Bidder/Proposer must meet the following mandatory proposer responsibility criteria to be considered a responsible Bidder/Proposer. The Bidder/Proposer may be required by the Owner to submit documentation demonstrating compliance with the criteria. The Bidder/Proposer also must verify responsibility criteria for each first tier subcontractor and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. The Proposer must:

A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of Proposal submittal;

B. Have a current Washington Unified Business Identifier (UBI) number;

C. If applicable:

1) Have Industrial Insurance (workers' compensation) coverage for the Proposer's employees working in Washington, as required in title 51 RCW;

2) Have a Washington Employment Security Department number, as required in title 50 RCW;

3) Have a Washington Department of Revenue state excise tax registration number, as required in title 82 RCW.

D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

E. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation; and

F. As of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

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

G. In accordance with RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

H. These verification requirements and responsibility criteria must be included in any subcontract at every tier for the public works project.

8.4 CONTRACTOR REGISTRATION

The City is prohibited from executing a contract with a contractor who is not registered or licensed as required by state law.

8.5 PREVAILING WAGE – LOCAL AND STATE ASSISTED CONTRUCTION

A. The prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities where this contract will be performed will be determined by the Industrial Statistician of the Department of Labor and Industries.

B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:
https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx.
Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is Monday, December 23, 2019. Upon request, the Owner will mail a hard copy of prevailing wages for this project.

C. As the successful bidder and its subcontractors will be held responsible for paying the prevailing wages, it is imperative that all contractors familiarize themselves with the current wage rates before submitting bids based on these specifications.

D. Questions about current prevailing wage data may be directed to the City of Spokane Office of Contract Administration/Compliance, (509) 625-6032 or Washington State Department of Labor and Industries, (509) 324-2586.

E. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid prevailing journeyman wages.

8.6 NON-COLLUSION

The Proposer by submitting their Proposal certifies that the Firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

The Proposer by submitting their Proposal certifies that, within the three-year period immediately preceding the Request for Proposal solicitation date for this Project, the Firm is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued

by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

8.7 PUBLIC WORK GUARANTEE

The Firm guarantees all work, labor and materials for the public works portion (Option B) for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Firm shall immediately place the Work in a satisfactory condition and repair all damage caused by the condition or defects at its sole expense. This guarantee does not apply to Work which has been abused or neglected by the Owner. This guarantee shall be separate from and in addition to any more extensive warranty requirements specified for certain elements and products used in the Work.

FLOWBIRD RESPONSE TO THE CITY OF SPOKANE REQUEST FOR PROPOSAL - PAID PARKING EQUIPMENT RFP #5207-19

DUE DATE DECEMBER 23, 2019

FLOWBIRD GROUP

40 Twosome Drive, Ste 7, Moorestown, NJ 08057 • 856-234-8000

13190 56th Court, Suite 401, Clearwater, FL 33760 • 813-405-3900

Authorized Contact Person

Kerry Loomis

470-591-6974

kerry.loomis@flowbird.group

Letter of Submittal

December 23, 2019

Connie Wahl
City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

Subject: Request for Proposals – Paid Parking Equipment

Dear Ms. Wahl:

Parkeon, Inc. dba Flowbird, a corporation incorporated in the State of Delaware, is pleased to provide a proposal to the City of Spokane for a new paid parking system. We are proud to have been a parking solutions supplier to the City for the past 6 years through our Strada Pay Stations and we look forward to working with your team on this exciting new project.

In January 2018, Parkeon merged with Cale to become Flowbird. Together we have a combined **100 years of experience** specializing in parking payment technologies. Our merger allows us to utilize our combined experience and resources to deliver innovative urban mobility solutions that substantially contribute to **Smart City initiatives** worldwide. Flowbird has vast experience integrating parking and transit systems, allowing cities to build and design the solution that best meets their needs.

There are several reasons why cities choose Flowbird over other vendors including:

- Unsurpassed experience
- Proven technology
- Future proof system

Unsurpassed Experience

No other company has the experience designing, building, deploying, and supporting parking payment solutions than Flowbird. Our client portfolio includes the largest parking organizations in the world including iconic US cities like Boston, Chicago, Detroit, Miami, New York, and Las Vegas and internationally renowned cities such as Amsterdam, Milan, and Paris.

Globally, we have ***over 320,000 pay stations installed***, including over 40,000 in the United States. Locally in the State of Washington, we support over 750 pay stations for a wide variety of clients including the City of Spokane, Spokane Parks and Rec, Spokane Falls Community College, City of Tacoma, City of Vancouver, Community Transit, Washington State Parks, and Washington State University.

Proven Technology

While we pride ourselves on providing dynamic, customer friendly pay stations, connected to a flexible back-office system, there is no doubt that reliability is a strong factor when cities choose a pay station vendor. Flowbird has proven time and again in competitive trials to go above and beyond the competition when it comes to consistent performance.

Future Proof System

Flowbird systems are built to be **scalable** and our equipment is designed to be **upgradable**. Our goal is to provide you with a system that always meets or exceeds the latest technology standards by providing an upgrade path for critical components such as the user interface, card payments, and cellular communications. Many of our clients have been successful upgrading their equipment for minimal cost instead of procuring brand new systems, saving them hundreds of thousands of dollars.

A good example of this philosophy was demonstrated with the City of Vancouver, WA. We were able to upgrade their 10-year-old pay stations with full color displays and updated main boards to keep them running like new! We are very strong at managing end of life cycles to avoid customers having to invest in a new system. **Flowbird wisely invests substantially in our Research & Development (over $25 million per year)** to keep our clients ahead of the technological curve.

System Flexibility and Proven Integration Partners

For this project, we have selected CivicSmart as our preferred partner. As the prime contractor, Flowbird will be responsible for system integration and overall program management. Our goal is to meet and exceed the City's goals and requirements.

Our proposal includes the following key components:

- **Flowbird Pay Stations – your choice of our CWT Touch Pay Station or the Strada Pay Station**
- **CivicSmart Liberty Single/Dual space parking meters**
- **CivicSmart vehicle detection sensors (optional)**
- **Flowbird mobile payment solution (optional)**
- **Secure, cloud hosted data management suite**
- **Strong customer service and onsite support**

Your Flowbird Contact

Kerry Loomis will be your main contact throughout this procurement and during the contract period, should we be fortunate to be the preferred vendor. Kerry has been in the parking industry for over 10 years, and brings both operational and systems implementation experience to the project. Kerry's contact information is as follows:

Kerry Loomis – Director of Business Development
Cell Phone: 470-591-6974 Email: kerry.loomis@flowbird.group

We will manage this project out of our Moorestown, NJ office and provide on-site support through our technicians across the country including one technician located in the Portland/Vancouver area.

A Long Term Partner For The City of Spokane

We look forward to the opportunity to expand with the City of Spokane in providing solutions that are easily understood by the public while providing integrated management tools to improve overall parking management. Our goal is to not only be a parking supplier to the City, but we also strive to be a long term partner that can help guide the City with best practices and added value support.

As an officer of the company, I am authorized to contract with the City should we be selected. Please feel free to reach out to us if you have any questions on our proposal. We are excited about this new project and we look forward to working with your team. Flowbird will comply with all terms and conditions set forth in the Request for Proposals.

Sincerely,

Benoit Reliquet
President, Flowbird North America
856-234-8000
benoit.reliquet@flowbird.group

BUSINESS LICENSE

STATE OF
WASHINGTON

Profit Corporation

Issue Date: Oct 18, 2019
Unified Business ID #: 602424865
Business ID #: 001
Location: 0001
Expires: Oct 31, 2020

PARKEON, INC.
40 TWOSOME DR STE 7
MOORESTOWN, NJ 08057-1369

UNEMPLOYMENT INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY ENDORSEMENTS:

PORT ORCHARD GENERAL BUSINESS #B010271 - ACTIVE

SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12096189BUS - ACTIVE

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

Vicki Smith

Director, Department of Revenue

Technical Section

Project Approach

Flowbird's overall project approach is to provide one main project manager/point of contact that manages the project. This project manager is surrounded by a strong support system providing the City with a high attention level concerning all aspects of the project – quality control, project control, and document control.

We have a specific dedication to helping our clients use our products and services to meet Smart City initiatives. To achieve our goals, we continue to enhance our solutions year after year. We do that by getting feedback from our customers and assigning resources to putting that feedback into real applications.

Work Plan

Through years of experience and through many parking and transit system implementations, Flowbird has streamlined the work plan for paid parking deployments. We quickly engage with your team post award and start the process of machine delivery, software configuration, and back-office/credit card setup.

Flowbird has a unique capability to deliver in a timely fashion because we have high levels of manufacturing capacity and we work closely with our clients and service partners to ensure that everyone's expectations are understood.

Upon receipt of a notification to proceed, Flowbird will follow detailed steps to ensure that we are engaged with your team and deliver what is expected. In this document you will find a sample implementation schedule with key milestones included.

Quality/Assurance

As manufacturer and supplier of the pay stations, Flowbird can control the quality of our products from factory to installation. You can feel secure in knowing that Flowbird is ISO Certified. In part, this means that we need to have a high level of quality control concerning our manufacturing processes validated by third party audits. This quality control moves from our factory into the testing and installation phase of our projects as well. Our technicians are well trained in our products and know the ins and outs of testing, troubleshooting, installation, and after sales support. Additionally, we select 3rd party technology carefully when implementing complete systems.

Project/Control

To control our projects, a project manager is assigned either at Flowbird. This project manager is responsible for working with City and Flowbird staff members to ensure on-time delivery of machines, correct software programming, coordination of installation schedules, management of subcontractors, cooperation with technical partners, training of City staff, and public awareness of the deployment (if needed).

Document/Control

The project manager works with the City to provide all necessary forms to initiate the project. These include hardware customization forms, software creation forms (rate structures, languages, user types) and credit card banking forms (used to connect the machines to the correct merchant bank processor). The project manager also ensures that we provide all manuals associated with the equipment and the software. The project manager works closely with our Sales Administration team to ensure that machines are ordered on time and in the right configuration. Once the project is successfully implemented, the Sales Admin handles all spare parts orders through our RMA process.

Key Areas of Responsibility

During Project Implementation the key areas of responsibility will be:

Project Management – Project Manager reports directly to Flowbird's Director of Project Management and Solutions Delivery. The Project Manager will be the main point of contact for the City.

Sales Administration – Sales Administration Manager reports directly to Flowbird's Chief Financial Officer

Customization – Software Customization Specialist reports to our Customization Manager

Back-Office Setup and Integrations Management – Our back-office Project Manager reports directly to Flowbird's COO.

Installation and Training – Field Project Engineer reports directly to Flowbird's Customer Field Service Manager.

Public Awareness and Partnership Management – VP of Marketing and Communications reports directly to Flowbird's President.

If problems or changes occur during the Project Implementation Phase, Flowbird is well prepared to respond quickly. In fact, we anticipate that there will be changes made during the Implementation Phase such as software changes or schedule changes. This is normal when implementing medium to large scale systems.

We have assembled a very strong team that has years and years of experience managing similar projects. Our team members are trained on what to do and when to escalate. Management team members for Flowbird in the US have also been involved in many similar projects over many years. The team takes swift decisive action when issues are escalated. Our US team is backed up by a group of 1,300 people working around the world (with offices in 8 countries). This group supports Flowbird offices worldwide and includes the Build team, Engineering team, R&D team, Customer Support team, and Marketing team. Following the Implementation Phase of the project, the key areas of responsibility shift to Flowbird's Customer Support Team. The Customer Support Team reports to Flowbird's Customer Service Manager.

Equipment Installation

Flowbird will work together with the City to determine the best locations for parking equipment throughout the City. The Flowbird team together with our selected partners, will install all equipment. It is assumed that all multi-space meter locations have a minimum of 3" deep concrete for wedge anchor installation. Otherwise a concrete pad must be poured. Flowbird can provide a quote for concrete services if necessary.

Maintenance & Support

Flowbird's service team provides support for over 600 clients across the United States. Many of our clients have utilized Flowbird solutions for over a decade, demonstrating the reliability of our equipment, the flexibility of our system and the dedication of our support team. Our help desk is available 24/7 including weekends. We strive to provide fast resolution to problems over the phone to keep your parking system collecting revenue.

Flowbird understands the scope of service required in the RFP. Based on the requirements, we assume that the City will provide Level 1 service as follows:

Level I – Day to day operations of the system including:

- Monitoring the system for alarms/alerts through Flowbird's back-office suite
- Configuration changes (e.g. rate changes and policy changes). Note that the City may also contact Flowbird to modify configurations. A quotation will be provided for these services.
- Cash collections

- Technical Services as follows:

1. Open Pay Station/meter and remove and/or replace internal components as necessary.

2. Execute self-diagnostic and other repair processes, as shown in service training and described in the Service Guide and other documentation provided in conjunction with and at the time of training.

3. Install programming changes to the Pay Station/meter using the maintenance procedures that are available at the maintenance keyboard on the Pay Station and explained during Level I service training.

4. Maintain a log of repair activities performed by the technicians, which will be available for reference purposes during a call to Level II Technical Support.

5. Ensure that the staff servicing Flowbird's Pay Stations have successfully completed the full training program provided by Flowbird and maintain the certification level of all staff who service the Pay Stations/meters or operate the back office software system.

6. Complete all prescribed Level I diagnostics and repair steps prior to escalating a service issue to Level II support.

7. Ensure that only trained Level I service staff initiate support requests to the Level II helpdesk.

8. Use its own qualified IT resource to provide desktop client, network, and infrastructure services necessary to maintain the proper functioning of the back-office system.

9. Provide all information required to open a support request with Flowbird Level II Service and be available to work with the Flowbird support resource assigned to the support request.

10. Complete the recommended preventative maintenance process to maximize useful life of the parts within the Pay Station/meter.

11. Maintain the concrete mounting pad and mounting hardware per installation specifications.

12. Maintain all electrical installation accessories other than those that form an integral part of the Pay Stations as well as electrical connections to the Pay Stations

13. Maintain a supply of locally-available parts sufficient to meet desired repair timelines. These parts will be supplied to Flowbird as needed for Level II On-Site Operation.

14. Maintain a log of all parts replacements which will be made available to Flowbird upon demand.

15. Archive data and historical analysis for data older than 90 days.

Flowbird will perform the following services based on our understanding of the RFP requirements.

Level II – Flowbird Helpdesk. If City staff need assistance on hardware or software, your team can contact the Flowbird Helpdesk. The Flowbird Helpdesk team has live remote access to equipment in the field which helps us provide expert service. We provide the following services at no additional charge:

- Phone and email support by experienced Flowbird support staff
- Assistance with back-office management system questions such as report generation, system monitoring questions, configuration change questions, credit card reconciliation support
- Live troubleshooting of hardware issues. Our staff will walk you through recommended maintenance techniques and provide instruction on what functions to perform to get the equipment back up and running. Over 98% of the time we are able to provide a solution to the client's problem without needing to escalate to Level 3.

The Flowbird Helpdesk will also connect your team with our Sales Administration department for parts orders (either new parts or parts under warranty) and our Software Configuration department if software changes need to be made.

Expectations of Customer Staff

During project setup, our project manager will collect specific information from your team including: parking locations, rates, policies, credit card banking information, details on any 3rd party integrations that need to take place, etc.

We will also work together with your staff on public outreach. This is critical to the success of the project and we recommend that the City dedicate a resource to connect to the local community to explain the benefits of the new parking system.

Hardware Warranty

Below are the terms and conditions for Flowbird's hardware warranty:

This warranty will be valid from the date of the initial machine delivery and extend for a period of 1 year. When used in accordance with our manufacturer recommendations, every Flowbird Pay Station is warranted to be free from defects in workmanship and materials. Our liability in this respect is limited to your net purchase price, after any discounts, of any component proved defective, or, at our option, to the repair or replacement of such component upon its return to us, transportation charges pre-paid.

Replacement parts will be shipped upon receipt of the faulty part. Should time-in-service be a critical issue, we strongly suggest [the client] pre-purchase a replacement parts service contract. The defective part can be replaced from the client stock and Flowbird will replenish the client stock upon receipt of the defective part.

This warranty does not include "wear and usage items" such as paper, batteries, etc.

Labor is not covered under this hardware warranty. [The client] will perform the actual part removal and replacement at the Pay Station. Flowbird can perform on-site support under a separate service agreement, or on a case-by-case basis at our then published on-site service cost.

Any repair of damage resulting from acts of vandalism, accident (vehicle impact), failure in the electricity supply, operator error, (e.g. but not limited to: no ticket stock, no coin box fitted, wrong time/date) or the use of non-approved ticket stock on the Pay Station, or rust attack, is not covered under this agreement. Flowbird will provide estimates of this repair cost upon receipt of a written request by from [the client]. The terms "vandalism" or "vandalized" shall mean any willful damage caused to the Pay Station (break-ins etc.), which affects the appearance or operation of the Pay Station or interferes with the normal use of the Pay Station.

Alterations made to the equipment by the client may be may result in this warranty being voided in its entirety. Flowbird makes the final determination of the extent of any warranty impact due to the modification of the equipment by the client.

Software Warranty

The back-office system is web based and will update automatically as new versions come available.

Implementation Schedule

On the following page is a sample project schedule outlining the major milestones and estimated dates. We are able to customize a schedule to meet the needs of the City and its parking operation.

Sample Project Implementation Timelines

The below schedule is based on an initial implementation covering 800 parking spaces with notice to proceed occurring at the end of Q1 2020.

Actual project implementation schedule will be delivered once contract is awarded.

Notice to proceed	**March 30, 2020**
Project Initiation - Kickoff meeting scheduled - Software configuration confirmed - Fee structure and enforcement rules defined - Pay Station/Meter locations determined - Timeline confirmed - Marketing Plan defined - Schedule roll out and training with identified key operational team members	**April 2 through April 15, 2020**
Software build and internal testing - Pay Station software - Meter software - Banking setup - Integration setup - Back-Office Reporting Setup	**April 16 through May 7, 2020**
Pre-Installation Marketing Plan Executed - Flyers designed by Flowbird and printed by City staff - Press release drafted and sent to media by City staff - Social media and website updates by City staff	**May 4 through May 25, 2020**
Delivery of equipment to customer site	**May 26, 2020**
System implementation and training - Installation and operational test - Press release submitted to media - Client Level 1 support training - Back office training	**May 27 through June 12, 2020**

DELIVERABLES

Flowbird is proposing an integrated parking payment solution including multi-space parking meters, smart single/dual space parking meters, and a powerful back-office management suite. We have partnered with CivicSmart for this procurement who will be our subcontractor for the single/dual space parking meters. Below are the roles each company will play and what we are delivering to the City.

Flowbird Responsibilities:

- Prime Contractor
- Integrator
- Multi-Space Meters
- On-site Maintenance as needed

CivicSmart Responsibilities:

- Single/Dual Space Meters
- Sensors (if needed)

System Integration

Flowbird utilizes an open platform that allows for integrations with 3rd party parking technologies. We have performed integrations for over 200 projects across the country is already integrated with the City's current suppliers – Passport (we have integrated our solution for over 60 Passport clients), Genetec, CivicSmart and Duncan.

We have also integrated with other leading companies in the industry such as Parkmobile, Pay by Phone, Cardinal, Data Ticket, Complus, Gtechna, T2 Systems, United Public Safety and Vigilant. This future proofs your system and eliminates the need to do costly integration projects should the City change or add technologies within its mobility eco-system.

Additionally, we have integrated with all of the major credit card processors including Chase Paymentech, Elavon, First Data, and TSYS.

FUNCTIONALITY

On the following pages, please find overviews of each component of our proposed solution. Pertaining specifically to the parking pay stations, please note that we are proposing multiple options for the City to choose the best user interface combined with the device that best fits into your budget. In our proposal we have provided specifications for both product lines – the CWT and the Strada. The City currently has 10 Strada Pay Stations. Should the City choose the CWT line, we will buy back the Stradas at a price listed in our price proposal. This will provide consistency through the parking system.

CWT Touch

Strada with monochrome display

Strada with color display

Flowbird has teamed up with CivicSmart to deliver the **Liberty single/dual space meter** for this project. We work with CivicSmart in other areas of the country where we have installed Liberty meters in specific locations where the parking layout calls for a single or dual space meter instead of a multi-space pay station. We are happy to provide recommendations on meter and pay station placement.

Strada Pay Station System and Smartfolio Overview

Physical Security and Lock

The Strada is manufactured using heavy grade steel, with the collection vault door constructed of additional steel plates. The Strada's housing has internal hinges with anti-wrenching elements. There is no hinge attack point, or pins to cut or pry off the machine.

Like other sophisticated devises where security and corrosion are a concern, our advanced use of a variety of materials reduces weight, enhances weather resistance, and reduces vandalism from strikes and graffiti, thus providing greater overall durability.

All external painted surfaces feature an epoxy powder-coat paint that is coated in a liquid polyurethane varnish with anti-UV and anti-graffiti/poster glue properties. The coating process consists of Cataphoresis, Adhesive powder, powder paint and powder varnish. This process offers resistance to corrosion according to Norm NFX 41-002 (resistance to salt spray and saline fog) and specified at 1,200 hours with REO. In addition, the unit conforms to Norm IEC 68-2-11 (saline fog). Testing to validate compliance has been carried out in a CESI approved laboratory. The seals on the unit meet an IP33 protection level, based on the European norm, EN 60529.

The 4-point locking system ensures that only the appropriate personnel have access to the maintenance area. The collection area is separate from the maintenance area and its own locking system.

Door alarms are integrated into the Strada so that an alert is triggered in the back-office when the maintenance or collection doors are open. The Strada also has an integrated shock detection sensor and an optional tilt alarm. Both communicate alerts to the back-office if an abnormal vibration event occurs (e.g. there is an attempt to pull the Strada from the ground).

Display Screen

The Strada offers two display options –a 4" x 2.75" monochrome display and a 7" full color display screen. All displays are graphical, allowing for the display of various messaging/fonts as well as logos. The proposed 7" color display allows for the display of animations and GIFs to help the end user quickly make their transaction. There is enough space on either display to incorporate 6 lines of messaging (the 7" display can incorporate additional lines). The display

walks the user though the transaction step by step minimizing or eliminating the need for instructional decal.

Rates are viewable on the display and they can be remotely updated, along with coinciding messages, from the back-office system.

The displays are backlit and can be easily read under various daytime and nighttime lighting conditions.

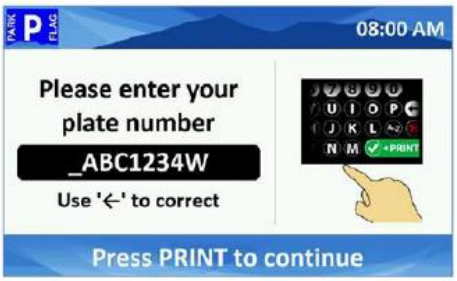
Strada with color display

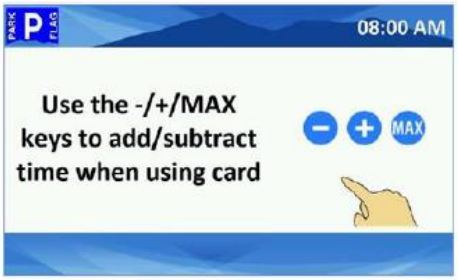
The displays are recessed and protected by a polycarbonate window. This window The window is transparent has near optical quality to ensure clear display and panel visibility without distortion or iridescence. The polycarbonate window is specified to stand up to UV radiation.

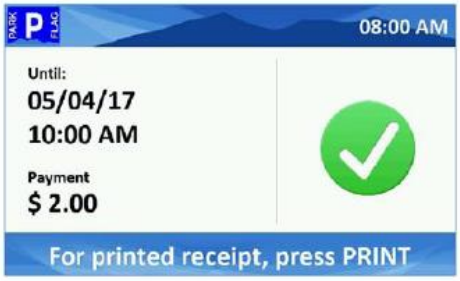
A optional motion activated light bar can be added below the solar panel to provide lighting during night and low light day periods.

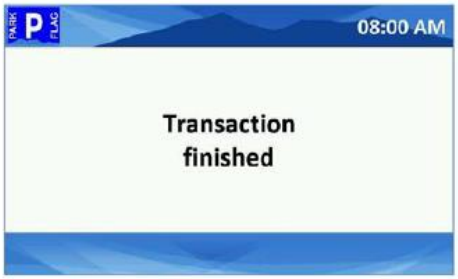
An example transaction flow specific to a Pay by Plate deployment can be found on the following page. Note that In Pay by Plate mode, the pay stations are typically separated into zones according to their rate structure. On the Strada, users can start and extend payments on any Strada within each specific zone. This ensures that people are paying the correct rate.

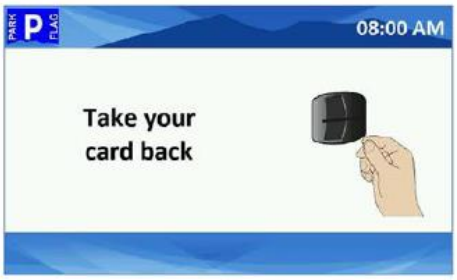
Example Transaction Flow Screens











Solar Panel

The Strada is powered by a 30 watt solar panel. The solar panel is integrated within the top of the device. The Strada runs with ambient light. Rain, snow, fog, and other adverse weather conditions do not pose a problem for its functionality. There is no need for multiple batteries in the machine for uninterrupted operation. The design of the solar panel allows for 4 way rotation to point the panel in the best direction towards the sunlight.

The solar panel re-charges a commercially available 12V 27AH battery. All major components have been designed by Flowbird to consume the least amount of power. AC mains power is also an option where it is available.

Changing the power source (battery) can be accomplished easily. The unit is also equipped with a back-up battery to sustain the clock, calendar and storage of all information concerning revenue, maintenance and unit transactions during a main back-up system failure or battery replacement.

The power consumption of the Strada is less than 3mA in standby mode. It is has been our experience that the battery life exceeds three years without a “bench” recharge or replacement.

In the event that the threshold level on the buffer battery falls below a certain level a “green” warning indicator will flash on the face of the machine. The field technician can consult with the machine to determine the voltage reading on the battery. In addition, the machine will also automatically communicate the low battery condition to the server. Maintenance personnel are then able to access this information from Smartfolio and can also receive an email or text concerning this alert. The machine will continue to fully operate in this mode.

In the event that the maintenance personnel do not change out the battery, and the battery fails, the indicator on the face of the machine will change to a “red” flashing light indicating that the machine is out of order. The change in the battery status will also be posted on Smartfolio and sent to maintenance technicians as an email or text alert.

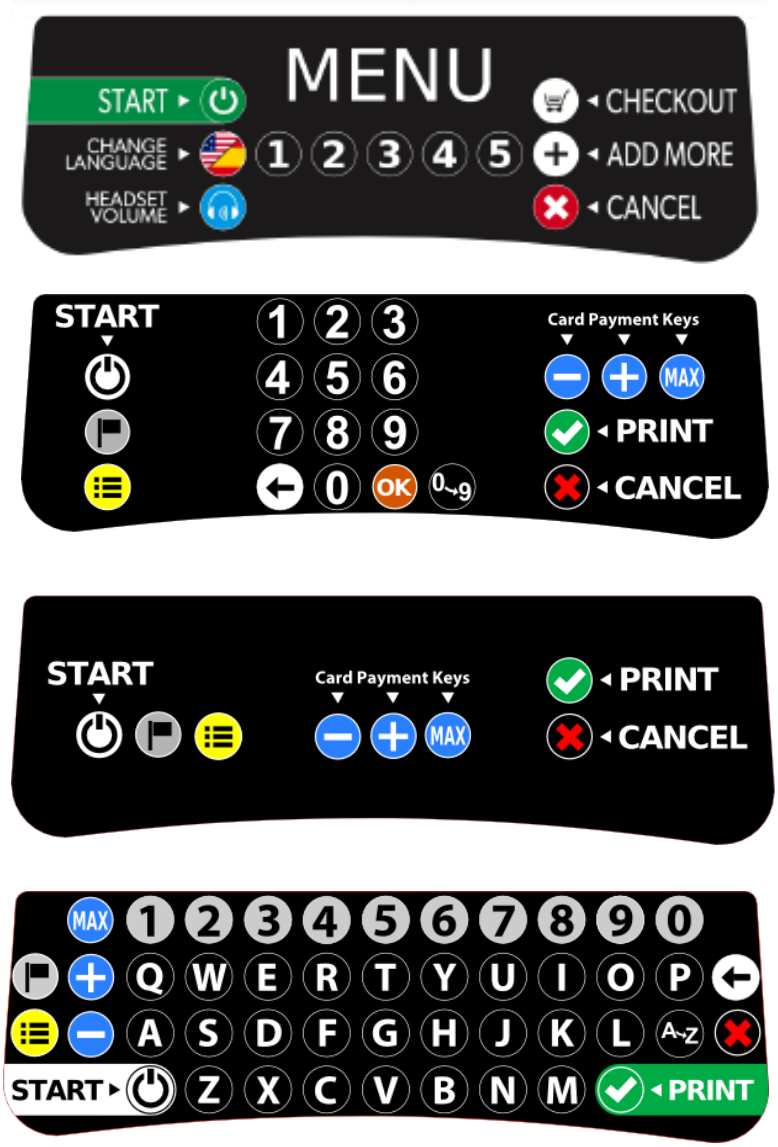
Key Pad

Strada is equipped with a customizable capacitive keypad featuring soft keys and audible indication. A key differentiator is that the overlay on the keypad can have any type of color or text to allow clients to provide the best user experience. The keypad allows for an easy switch between parking configurations without having to replace the actual hardware. The overlay

and software are the only items that need to be changed if the client desires to change the button layout or the parking mode.

The keypad does not have any mechanical buttons and does not allow for rain, snow, dust, dirt, or sand to penetrate it.

Example keypads are shown below.



Openings on Pay Station Such as CC/Coin/Cup

The Strada features ergonomically designed aperture openings for the insertion of payment, coins or cards, coin return and receipt dispenser. All have high impact polycarbonate covers or direct access through the steel door. Each aperture is designed to render vandalism to an absolute minimum. The coin entry slot is protected by a metallic sensor shutter that opens only for coins that meet sufficient metallic content standards.

The card reader is protected by a specially designed bezel with protrusions that guard against skimming devices. The card reader is designed for insertion of the card, allowing the client to maintain control of the card at all times.

The coin return cup is protected by a moveable cover. This keeps foreign objects out, yet provides access to returned coins.

The receipt cover is see through to allow clients to visually see the receipt has been issued yet designed that the receipt drops internally from above eliminating any opportunity to jam the mechanism and protecting it from inclement weather conditions.

Coin Slot and Acceptor

The Strada can distinguish between up to 14 different coins and/or tokens, including nickels, dimes, quarter, Susan B. Anthony dollars, Sacagawea dollars, and the new presidential golden dollar coins.

The Strada pay station features a patented motorized coin selector and recognition system that controls the movement of inserted coins in the meter (speed, position etc.) and which is unaffected by changes in temperature and humidity. The Strada coin path is the shortest in the industry which is key to preventing internal coin theft since the selector fully controls and contains the movement of the coins from the point they are inserted in the unit. The coin speed functioning is carefully controlled instead of relying on gravity test.

The Strada selector utilizes a barrel that protects the inlet when the machine is at rest, opens the inlet to introduce a coin, directs valid coins to the coin escrow and channels foreign objects to the coin return.

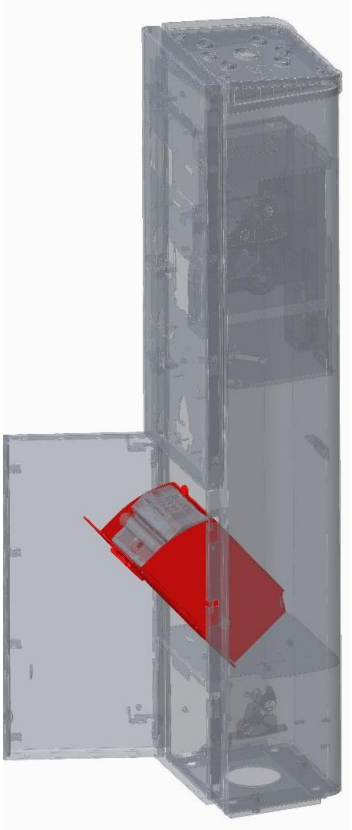
The default position on the barrel is solid and therefore will not allow the introduction of a non-metallic object. This prevents the introduction of plastic, wood, cloth and other non-metallic objects from entering the coin selector. The motorized wheel also prevents the validation of coins that are attached to strings or other removable devices.

The coin validator unit utilizes both optical and magnetic detectors to determine if a coin is valid or not. The coin inlet detects when a coin is approaching. The detection of the coin signals the coin inlet to open and the sensor to awaken.

After the sensors have evaluated the representative measures of the coin's diameter, thickness, and material composition, they are compared to pre-programmed data. The main board then validates or invalidates the coin according to how well it matches this data.

If the coin is validated, the trap door opens to deflect the coin into the escrow, which can hold over 75 US Quarters. A set of optoelectronic sensors fitted under a prism checks that the coin has moved. If the coin is not valid, it is evacuated into the coin return.

Cash Vault Compartment



The Strada features separate, secure compartments for maintenance (upper) and collection compartments (lower). The unit is equipped with separate compartments and keys. Locks are high security type and are protected from weather, vandalism and drilling by a steel baffle plate. There is no access to the vault area for coins by maintenance personnel, and vice versa.

The collection compartment features a lock that can be uniquely keyed to each vault area. The Strada utilizes a Mobile Coin Box type system where a full coin canister is replaced with an empty one. This method of collection lets you anticipate the weight of the coin canister since the weight is initially supported by the vault door during lift. The Strada coin vault holds up to $800 in quarters.

At no time during the process does the collection personnel have access to the cash contents of the machine. A separate key is required to open the sealed coin vault. A coin vault cannot be removed and re-inserted without the internal locking mechanism being opened and reset via a high security specific lock and key. This precludes any ability for theft. The coin container is ergonomically equipped with a handle for easy handling.

The vault door of the Strada takes up very small sidewalk space and does not go all the way to the ground which is especially important when collecting during snowy conditions.

When a collection is performed, a notification is sent to the back-office system providing all details of the collection including the amount and type of coins along with the corresponding dollar amount.

Printer, Paper and Payment Receipt

The Strada pay station is equipped with a thermal graphic printer built to provide constant printing quality (legibility) and minimal maintenance (accomplished through limited moving parts and ease in clearing the paper path).

Sample Pay by Plate

The printer does not require servicing and the thermal head is self-cleaning. The printer assembly and thermal head can be changed easily, without the use of tools. The printer blade is self-sharpening and needs no servicing.

The printer is run by a microprocessor linked to the main board and has the capacity to print a receipt within two and one-half seconds. The text to be printed is also controlled by the main board. Printed text and graphic/logos can be supplemented with pre-printed text and/or graphic designs. The printer is capable of printing variable-length and multi-part (perforated) receipts with various text messages. The font type and format is flexible as upper and lower case along with mixed fonts can be interspersed.

A continuous single roll of thermal printed-paper supplies the printer. A standard ticket roll stock has a capacity of 6,500 tickets. Pre-printed paper with black marking dots is utilized to allow the printer to adjust the thermal printing to the pre-printed text and/or graphics on the ticket stock. The markings on the ticket stock also provide the capability to print variable length messages. The printer can also print on “sticky-back” paper, which works great in a Pay & Display parking application. A “sticky-back” ticket roll has 3,000 tickets. Additional security features can be added to the paper such as foil or watermarks.

Paper is easily inserted into the printer by positioning the paper lead inside the plastic guide located on the front of the printer. The guide is directly accessible and visible to maintenance personnel.

Temperature and Moisture Specifications

The Strada sets the industry standard for high resistance to weather including water, snow, ice and dust penetration to the internal areas. All openings are either shuttered or angled to deflect penetrating moisture and dust. The design of the interlocking cabinetry acts as a channel to again capture and deflect moisture and dust maintaining the system integrity and reliability. The Strada maintains an operational temperature range of –22 F to 131 F and at 97% RH (Non-condensing humidity).

Strada models are by design weather resistant and have a graffiti resistant coating. The edges of the housing have a rolled finish so edges are not exposed to the elements but are located inside the housing to protect against corrosion. The unit is coated and painted to provide the best possible durability against the elements, potential graffiti and vandalism. The paint process

has been refined and improved as a result of our years of experience, worldwide installations with every climatic condition and improvements in paint and coating technologies. Today, our products last an average of ten years without need for repainting services.

All main components are located inside the housing, allowing for maintenance activity during inclement weather.

Cellular Communication

Strada features a 4G cellular modem with the capability to communicate with major cellular providers such as AT&T, T-Mobile, and Verizon. A unique SIM card is provided with each Strada allowing the modem to wirelessly communicate everything that happens at the Strada (e.g. transactions, alerts, alarms) to the back-office parking management system.

The modem allows for two-way wireless communication in order to remotely send updates such as new rates, policies, messages to the Strada as needed.

Payment Options and Payment Ability at the Pay Station

The proposed Strada can be configured to accept coins, tokens, credit cards, and smart cards. Strada can be equipped with a contactless antenna to allow for NFC payments such as Apple Pay, Samsung Pay, etc. We can also provide a system for you to create validation codes that are accepted at the Strada.

Contactless payment option on Strada

Credit card data is encrypted at the pay station level. Credit card transactions are processed in real-time and the Flowbird system is PCI Level 1 v3.2 certified to ensure the highest level of security. The Strada card reader is PA-DSS certified and EMV certified.

ADA Compliancy

The Strada model has been mechanically designed to be a world-class ADA/DDA compliant meter. Flowbid undertook a project to analyze the most stringent Disabled/Disability requirements from the major countries and has built those into the current production model.

For U.S. requirements, this means all controls and client interface points are located at 48” or below. The user controls are designed to eliminate tight grasping, pinching, or twisting of the wrist.

Per the ADA Federal Guidelines:

308.2 Forward Reach.

308.2.1 Unobstructed. Where a forward reach is unobstructed, the high forward reach shall be 48 inches (1220 mm) maximum and the low forward reach shall be 15 inches (380 mm) minimum above the finish floor or ground.

General Pay Station Design and Features

The sub-assemblies of the meter are of a modular design to allow easy servicing through plug-in replacement parts. All electronic connections are of high quality and feature gold-plated terminals. The main board and internal components are environmentally sealed, highly water-resistant and are able to operate in conditions that exceed 97 percent humidity.

Every electronic component on the machine is coated to prevent operational failure and to ensure that the unit will stay fully operational within the specified temperature and relative humidity ranges.

Electrical connections between components/modules are accomplished with connectors. The machine has been designed so that the connectors for each component have a unique size and cable length preventing the deliberate or inadvertent connection of incompatible assemblies. Where feasible, wiring is held in position with clips.

The unit is designed around a 32 Bit Risc Processor. All memory is backed up with an exchangeable data module. There are a minimal number of sub-assemblies and therefore a reduced number of connectors, which is essential in improving reliability.

Typically the equipment has the following main sub-assemblies:

1. Main board with datapack
2. Coin selector
3. Card Reader
4. Printer
5. Modem
6. Display

Access to the components can be tracked via the back-office system utilizing a maintenance card option or through integrated electronic locks.

Installation of the Stradas on-street or in surface lots is simple as it requires no electrical hookups. Typically the Stradas are anchored to existing concrete with 4 wedge anchors. The Stradas are installed and manufactured to be ADA compliant.

The Strada has an integrated sensor to detect vibration and sends vibration alerts to the back-office system.

The Strada housing, components, and coin boxes can be equipped with bar codes/RFID tags to support inventory tracking.

Data

The Strada pay stations communicate via wireless two-way communication with Flowbird's powerful back-office parking management suite which provides data/financial management solutions. The system is a complete suite of services based on a unique IT platform developed and managed by Flowbird as a fully hosted service. Smartfolio manages the information to and from the pay stations and redirects it to the customer via a password protected, web based interface.

Everything that occurs at a pay station (status check, collection, maintenance operation, transaction, etc) is recorded and regularly transmitted to the central server. This information is then processed and ready for you to review and analyze.

The back-office system allows you to remotely download rate, message, and ticket changes to the Strada.

Using the Smartfolio web interface you can view all sales data in many different forms. For instance, you can view transactions by pay station, by group of pay stations, by type of transaction, or by type of user.

You can monitor the status of your pay stations using Flowbird's Smartfolio web interface because all alarms and warnings are right there for you to view. Like your sales data, maintenance data can also be viewed in different forms, making it easy to put a maintenance schedule together. Smartfolio can also send specific alarms right to your cell phone to alert you of a problem immediately.

Flowbird's credit card processing solution has earned Level 1 PCI certification, which is the highest rank available from the major credit card providers (VISA, MasterCard, AMEX). Level 1 is only given to those third-party providers who handle thousands of credit card transactions monthly and who meet their stringent – and audited – credit card transaction security protocols to protect your customers' personal transaction data. Level 1 requires an external audit for approval, which is more rigorous than the self-audit that some vendors may do.

Our system provides 128 bit DES encryption when the credit card is read at the card reader. The encrypted card information is then transmitted directly to your PCI compliant transaction service provider/clearing house.

Management Software System Capabilities

The Smartfolio back-office system allows your team to modify rates, policies, and messages on a web based interface. The Smartfolio system is flexible to manage many different parking rates and is capable of charging pricing specific to the time of day. The system respects the parking policies setup in the City including “no-charge” parking times and minimum/maximum parking limits.

Rates can be remotely downloaded from Smartfolio to avoid having to visit the Stradas to make a rate change. The downloads can be scheduled well in advance to ensure the proper rates are downloaded on the right days. When a rate is downloaded Smartfolio allows your team to track the progress. The system provides a status of download time as well as installed time.

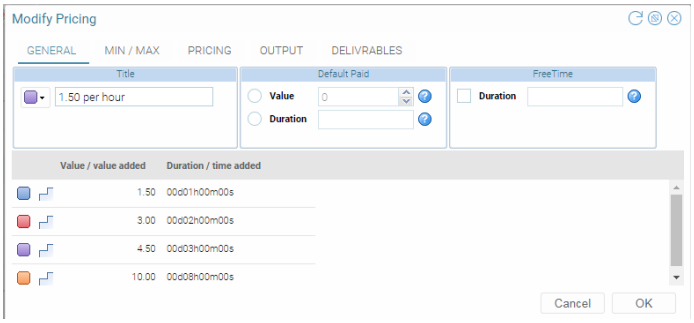
When preparing to download a rate structure, your team can choose individual pay stations or groups of pay stations for each specific rate structure.

The Smartfolio system incorporates a simulator tool that allows you to make virtual payments to test how the rate structure that was built reacts based on the desired policies.

In addition to managing rates on the Stradas, the Smartfolio system allows your team to monitor each pay station in your parking system. All warning alerts (e.g. communications, low paper, low battery) and alarms (e.g. coin jam, paper out) are reported to Smartfolio in real-time.

Rate Package Capabilities

The Stradas are able to manage a variety of pricing models (e.g. flat rates, hourly rates, special event rates, progressive rates) and products (e.g. parking, bus tickets, etc). The system is very powerful and rate configuration can be managed for each minute of the day. Rates can vary by pay station, zone, and by time of day. For instance, the rate structure can change during rush hour or peak times and then go back to a standard rate structure.



Strada is able to accept pre-payments for parking with the parking time starting at specified enforcement times.

As discussed above, rates can be configured by your team utilizing our Smartfolio back-office system and remotely downloaded to the Strada. Minimum and maximum payments can be managed by the Strada and changed via Smartfolio. Using Smartfolio and our Analytics tool, clients can analyze occupancy and parking congestion in a variety of ways and change rates accordingly to help ease parking pressure.

Strada can support five languages at the pay station level. These include English, Spanish, French, German, Russian, Ukrainian, Vietnamese, Hmong, Somali and Chinese.

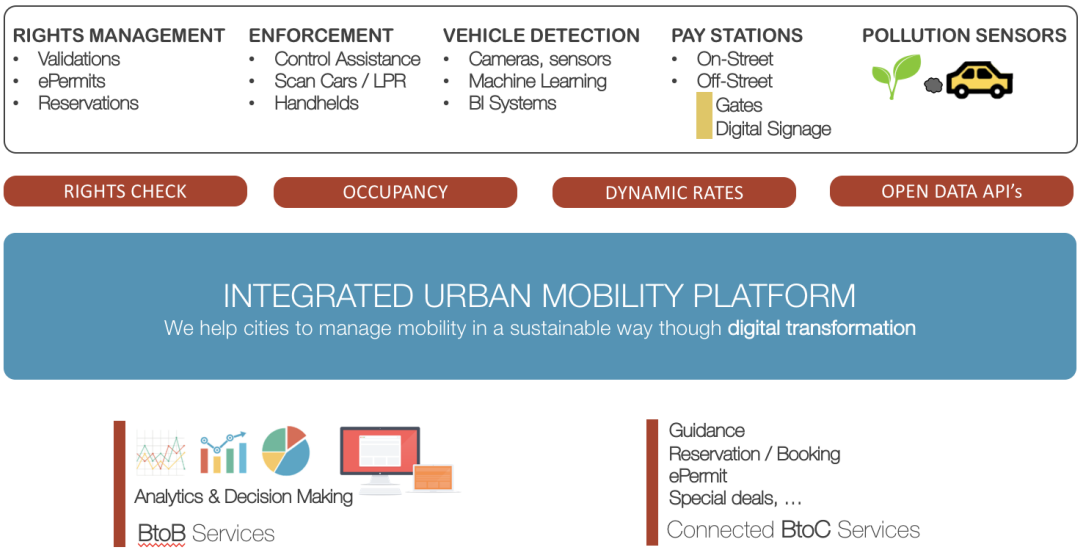
API to Outside Data Warehouse

Publicly-available data that can be used and combined to provide local residents and officials with new insights and the chance to make decisions based upon actual facts and figures. As such, Open Data systems is one of our core activities. We have been cooperating with many Cities (Chicago, NYC, Paris, London) using an Open Data approach. All the data coming from our systems belongs to the City Operator & Community and we offer a flexible interface allowing the City to use the data for any purpose or study.

Two methods are available:

- The City or City Partners pulls the data from our platform using our API's
- Push API interface that pushes the data to the City/Partners data warehouse according to the interface defined by its IT services

As part of part of our Digital Transformation strategy we have developed a model where each solution is a brick or a service that is integrated on our central data mobility platform. These solution bricks can be either our own and/or a 3rd party technology partners component. The data that we collect, organize and store can then be leveraged to offer added value BtoB and BtoC services.



Flowbird's data convergence platform for urban mobility

Credit Card Processing

All credit card transactions made at the Strada are performed in real-time. Flowbird offers payment gateway services for card present transactions (chip & pin, magnetic stripe) only. The information flow is organized as follows:

1) The payment card is introduced into the card reader. The card reader reads the magnetic stripe or starts communicating with the chip of the card depending on the readers and scheme configuration.

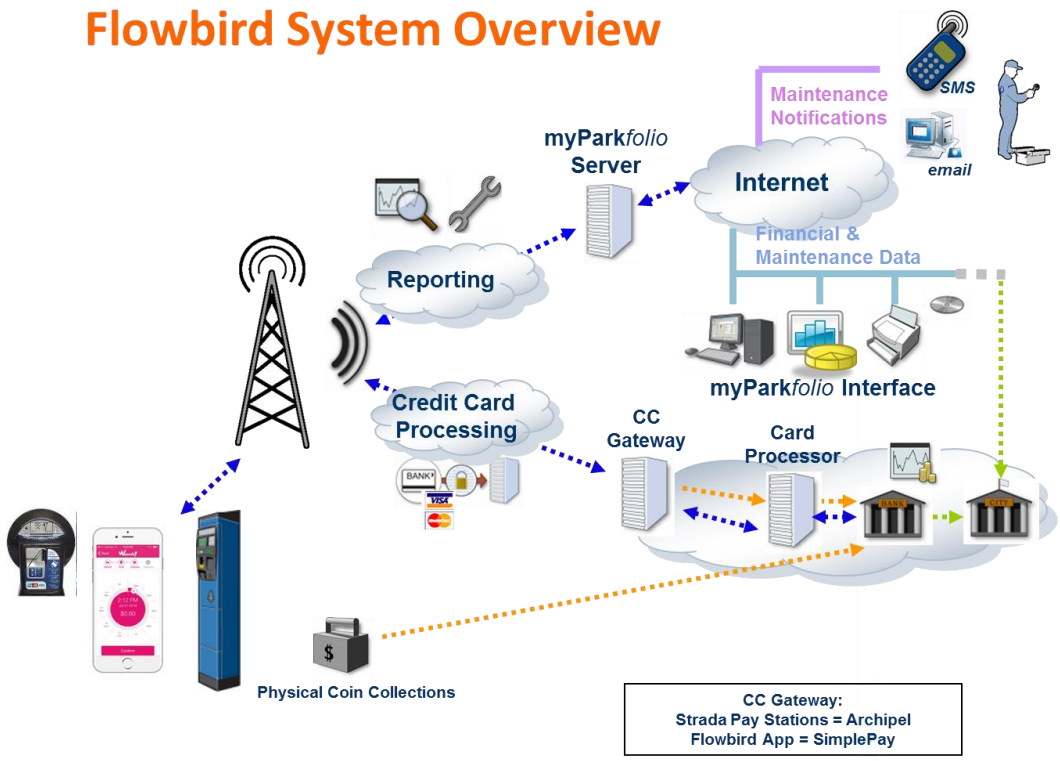
2) The card reader module is connected to the Internet via a 4G network. The card reader opens a connection with the payment server (ArchiPEL) over one defined UDP port. Symmetric AES session keys are exchanged via RSA key exchange over this connection. AES keys are at least 128 bit, RSA keys at least 1024 bit long. The authorization and instant clearing request is sent to the payment server over this encrypted channel.

3) The Flowbird ArchiPEL payment server processes the request and translates it to the format used by the upstream processor.

4) The authorization and instant clearing request is passed on to the upstream processor over an encrypted HTTPS channel. Sensitive authentication data, i.e. Track 2 data, is kept in memory of the server until the transaction has been confirmed by the upstream processor

5) Once the transaction has been confirmed by the upstream processor, transaction data is cleared from the memory transaction log containing truncated and encrypted PANs are stored in the database.

The Archipel gateway will be integrated with your preferred payment processor/acquirer. Reconciliation is performed using the Smartfolio web interface which provides details on all card transactions including the status (completed, not completed, in progress) and type (Visa, MasterCard, American Express, Discover). Refunds can be made through the Smartfolio system as well.



Hosting Services and Disaster Recovery Plan

Flowbird provides data hosting and management services for thousands of clients around the globe. Below is a description of our data center operations.

Flowbird/Parkeon Data Center Operations Overview

Introduction

Flowbird Hosting Services has implemented a secure and robust PCI DSS infrastructure to handle the back office meter management system and the significant data volumes generated each day.

Two Datacenter Hosting Services Units

Currently, our Datacenter Hosting Services Unit is separated between two buildings: Data Center Site A (DCS A) and Data Center Site B (DCS B). Both of the buildings are connected by optical fibers under continuous monitoring and 24/7 service maintenance contracts. DCS A is the main location and DCS B the secondary one.

Data Replication

Storage network (SAN) is duplicated amongst the two Data Center Sites and all databases are pushing their transactions log to building B. All backup servers are in building B; providing a "3 level backup of all systems"

- Disk image
- Full weekly backup
- Daily incremental backup on disk/tapes + applicative backup using ftp scripts. All tapes are stored and moved to an external security company off-site.

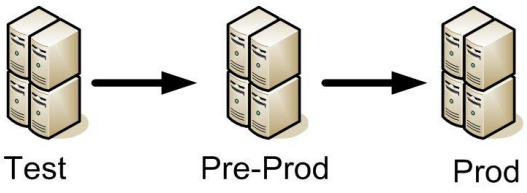
In case of site-wide disaster, we rely on a 3rd party hosting company to rebuild the infrastructure. We are connected to two hosting companies (Neoclyde and Agarik) using the metropolitan area network (MAN), allowing gigabit bandwidth for quick data replication.

Back office hosting environment

A third party company, XMCO, performs a yearly PenTest (Penetration Testing) on our PCI environment (aka Banking), as per PCI-DSS requirements.

Additionally, we have a monthly Internal Vulnerability Scanners (IVSS), based on a Nessus product (http://www.tenable.com).

Before any application is installed in the data center, intensive testing and validation is performed. The new applications or upgrades always follow a very strict process, and are installed in Pre-Production before being allowed to go to the Production environment:



ITIL Standard

The ITIL standard process is used for change, incident and service level management. The data center performs daily log analysis and regular updates for all systems. All downtimes are tracked through NAGIOS (http://www.nagios.com/) and availability reports are published on a monthly basis.

Nagios monitoring system in Flowbid Hosting environment

PCI DSS v3.2 Certified

All of the data is hosted in our Data Center facilities. **Flowbird is PCI DSS V3.2 LEVEL 1 certified** and offers the best data security level available in the industry.

In addition, Flowbird has taken very specific measures to make sure the level of risk remains as low as it can be for our customers. We significantly reinforced our security policies and control processes by performing the following actions:

Vulnerability scans

As part of our security policy, we perform external vulnerability scans on all public IP addresses and interfaces where Flowbird Banking Services are available. Those scans are typically performed every month. This scan is done using Trustwave "Scan on Demand" solution: https://www.trustwave.com/Services/SpiderLabs-Services/Vulnerability-Management/

The results are then carefully reviewed by our Data Center security experts.

Bi-Weekly Security Review Process

A bi-weekly Flowbird Data Center security review has been created. The reviewing committee is composed of:

- Flowbird IT Systems manager
- Flowbird Electronic Payment Solutions, Security expert
- A Flowbird Networks Administrator
- A IT Systems expert

Their review includes logs and events related to all our equipment identified as critical such as:

- Firewalls
- Hardware Security Modules: https://www.thales-esecurity.com/products-and-services/products-and-services/hardware-security-modules/general-purpose-hsms/nshield-connect,

- Oracle Databases
- File Integrity Monitoring: An Agent for all systems along with a centralized reporting server that checks any changes done on critical files, asks for acknowledgment and reports suspect behavior. The tool we use is OSSEC (http://www.ossec.net).

Reinforced vigilance of our 24/7 on-call service

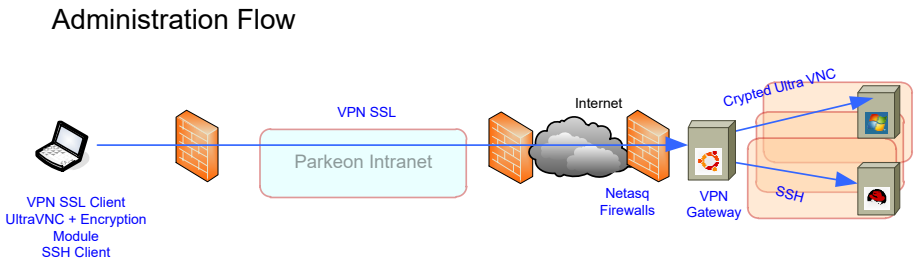
Flowbird's Data Center has several people on call 24/7 that address specific needs within three different areas:

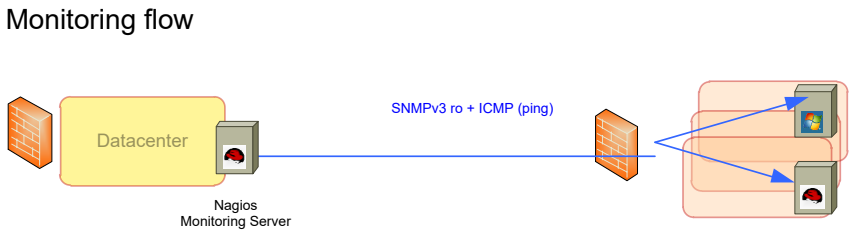
- Network infrastructure
- Banking services
- Parking infrastructure supervision

We have updated our 24/7 service procedures, by adding extra periodic tasks to "on-call engineers". They periodically watch indicators like network traffic, data center server probes status and banking volumetric data (number of transactions successfully processed by our systems per customer, number of declines, average transaction processing time, last transaction processed time, etc.).

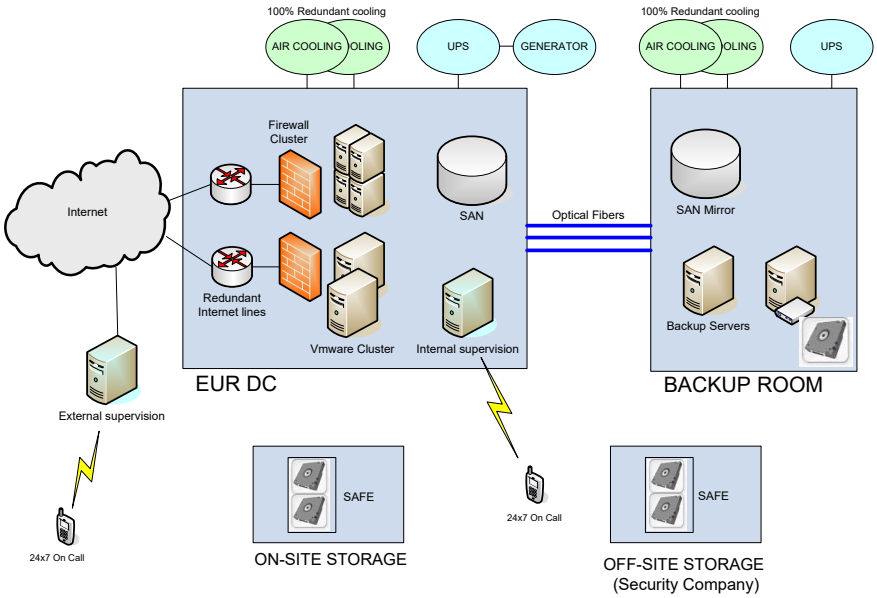
We believe that on top of our technical compliance with the latest PCI DSS regulations, these measures will certainly contribute to the reliability of our systems and the data safety for our customers worldwide.

Data Center Hosting: Administration and Monitoring Diagrams





Data Center Hosting: Backups and data storage diagram



Information security policy for DCO (Data Center Operations)

The DCO team is responsible for applications care and maintenance, therefore identifying all operational security procedures and the frequency they need to be carried out. These have been grouped by domain categories for an easier allocation of responsibilities:

Security Policy
- Company Risk Analysis
- Policy/standards review and Security awareness orientation

Organizational Security
- Distribute Security Alerts
- Review security policy exceptions compliance

Asset Classification and Control
- Review system access controls, access request approvals & audit trail
- Audit disposal of data and media

Personnel Security
- New employees security orientation
- Process employee data access requests
- Audit terminated employee samples for system, network, application access
- Incident response team meeting

Physical and Environmental Security
- Physical walkthrough of facility, work areas and Data Center
- Review compliance of Data Center access & visitor logs

System Security
- Review intrusion detection (IDS/IPS) logs
- File Integrity Scans

- Scan desktops for vulnerabilities and security compliance
- Scan servers and network for vulnerabilities and security compliance
- External application scans
- Use a Wireless Analyzer to detect wireless devices in use
- Review all security and event logs
- Perform network-layer and application-layer penetration testing

Day to day DCO mission

System patching

- Ensure that all system components and software have the latest vendor-supplied security patches installed
- Install critical security patches within one month of release

Vulnerability identification

- Establish a process to identify newly discovered security vulnerabilities and update configuration standards to address new vulnerability issues

Secure software development life cycle (SSDLC)

- Develop software applications according to PCI DSS and based on industry best practices and incorporate information security throughout the software development life cycle
- Review of custom code prior to release to production or customers in order to identify any potential coding vulnerability

Change control

- Follow change control procedures for all changes in system components

Web application development

- Develop all web applications based on secure coding to cover the most common coding vulnerabilities in software development processes

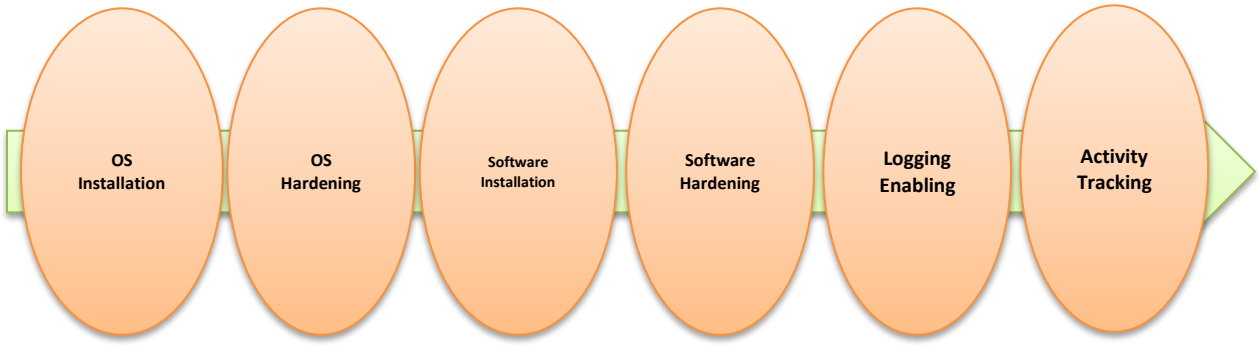
Securing Internet facing application

- For public-facing web applications, address new threats and vulnerabilities on an regular basis and ensure these applications are protected against known attacks

Procedures

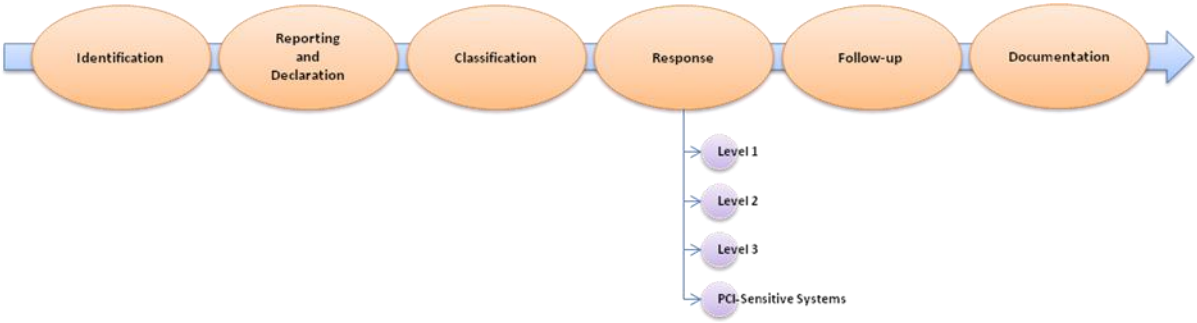
All procedures are based on ITIL standards (http://www.itil-officialsite.com/).

System configuration



Change management process

Incident response process



CWT PAY STATION SYSTEM AND CWO BACK-OFFICE OVERVIEW

Physical Security and Lock

Flowbird CWT pay stations are comprised of an upper and lower compartment to create the cabinet. This construction provides additional security against cash theft. The upper compartment is where maintenance staff can perform maintenance tasks such as preventative activities and replacing empty paper spools. The lower compartment is where collection staff can perform cash collections. Like other pay stations where a collection door is reinforced, the collection door is made of 304 stainless steel, reinforcement is not required.

CWTs have a 4-Point locking solution ensuring maintenance and collections teams have access to the appropriate cabinet section. The upper section, lower section, collection door and vault are keyed differently. The upper and lower compartment doors have 4 locking hooks that connect the door to the compartment. Manual and electronic locks are supported. Credit card reader is recessed, prohibiting skimming devices from being attached.

Door hinges and seams are internal and tight to prevent the CWT from being pried open. Locks and bolts are out of public sight.

When the cabinet door is opened and/or coin box is removed the meter will send a notification to all valid recipients via text message or email. The coin box can only be opened with a collection key and is closed to the collector.

Vibration and shock sensors are offered as an option. If the sensor is triggered, an SMS/email is generated notifying the sensor has been triggered.

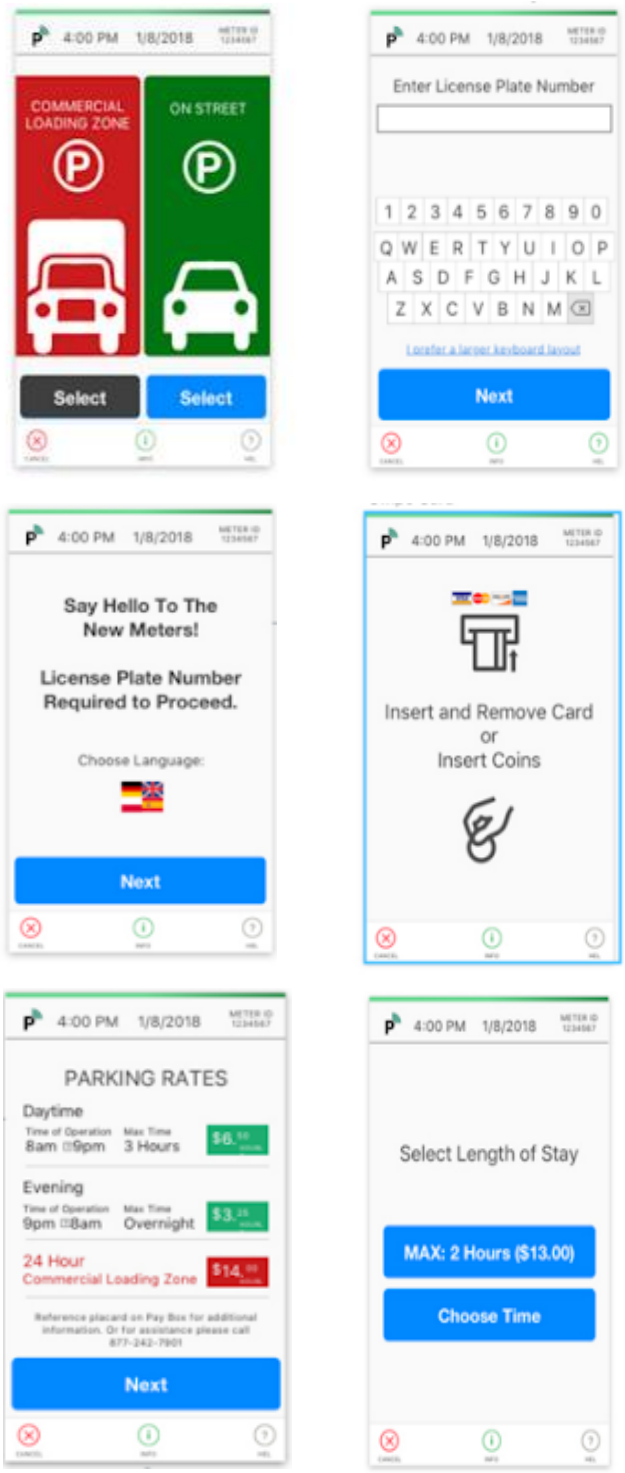
External Shell Frame

The CWT pay station cabinet is made with 304 stainless steel. This particular stainless steel adds protection against corrosion to many chemical corrodents, industrial atmospheres and marine environments. A graffiti-resistant powder coating is applied to the inside and outside of the cabinet. This provide additional protection against the elements, including human (vandalism) and environmental (weather). The powder coating makes it easier to remove unwanted paint, marker tags and adhesive materials.

The CWT is comprised of an upper and lower compartment to create the cabinet. This construction provides additional security against cash theft. The upper compartment is where maintenance staff can perform maintenance tasks such as preventative activities and replacing empty paper spools. The lower compartment is where collection staff can perform cash collections. Like other pay stations where a collection door is reinforced, the CWT collection door is made of 304 stainless steel, reinforcement is not required.

Display Screen

The CWT features a 9” Color Touch Screen. The color touch screen moves all controls on to the display allowing for very flexible interfaces maximizing the potential of the pay station to do thing beyond parking. Below is an example screen flow.



On the CWT Touch, we offer the ability for the end user to confirm the zone they are parked in first, before they make their payment. If they are in front of a pay station but their vehicle is parked in a different zone, they type in their correct zone number which in some cases follows the zone numbering of the pay by cell system.

Lighting Options

Optional lighting can be added below the solar panel to provide lighting during night and low light day periods.

Solar Panel

For coin/card CWTs, the 13 watt solar panel is flush with the top of the meter and invisible to anyone under six feet. A 30 watt solar panel may be provided for specific instances if ambient light is a concern. This both maximizes its exposure to sunlight and minimizes any negative effect on the meter design as well as the possibility of vandalism or theft. Flowbird uses a commercially available 12V 75AH recyclable sealed lead acid battery that usually last between 3-5 years. The battery supplies the power to the meter, and is trickle charged through a solar panel.

Key Pad

The 9” color touch display does not offer a keypad. The key pad is incorporated into the display. The appropriate keys pad and button display depends on the information presented. Example: Home page may display information about rate structure and parking. A button will display informing the user to hit the button to continue. The next screen may ask for the license plate and will display the key board for the user to enter their license plate.

Openings on Pay Station Such as CC/Coin/Cup

The Flowbird CWT pay stations meet current ADA requirements by placing the maximum high side reach at 47 1/4", which is lower than the 48" requirement. Flowbird also maintains ADA guidelines by being able to operate the pay station with one hand and do not require tight grasping, pinching or twisting of wrist. The pay station may also provide for optional audio assistance, if used for a purpose other than parking. Audio comments may be relayed through an audio jack, or a speaker. (Audio jack is not standard, this is a special order.)

Coin acceptor includes an automatic shutter, which opens for coin insertion, but not for non-metal objects.

The credit card (CC) reader is flush-mounted with no part of the reader protruding outside the cabinet, this design limits the insertion of a credit card skimmer.

Coin Slot and Acceptor

Coin acceptor includes an automatic shutter, which opens for coin insertion, but not for non-metal objects. Non-programmed coins or anything metallic that is inserted will be directed to the coin return bowl, and not be found in the vault. The CWT pay station uses a free fall coin acceptance system to minimize the possibility of jamming of the unit and to reduce necessary maintenance, overall, on the system.

The CWTs are able to accept up to 16-coin denominations through our coin shutter/validator, which on accepts coins that have been programmed to be valid payment options.

Cash Vault Compartment

CWTs are equipped with a secure vault locking system. The vault system is located behind the outer door of the bottom cabinet which is secured with reinforced steel. The vault door is made of armored steel. The lock is an advanced, four-point locking point system. Flowbird offers an electronic lock option giving clients more control in the collection process. When the coin box is removed, the pay station will send a notification to all valid recipients via text message or email. The coin box can only be opened with a collection key and is closed to the collector. To eliminate the possibility of skimming, it can only be opened once. No maintenance or safety requirements are needed for the vault locking system.

Coin canister can hold 3,000 coins or up to $650.

Printer, Paper and Payment Receipt

CWTs are equipped with a thermal printer using direct thermal printing to generate characters, symbols and graphics. Printed receipt design is configurable and support both landscape and portrait layouts. Paper options include security features such as foil and unique numbering to defend against counterfeit and duplicate receipts.

The printer module consists of the printer and the paper supply roll. The printer module is positioned on a vertical main assembly plate that can easily be removed for repairs or if the printer is no longer required (electronic receipts). Electronic receipts such as email and SMS text are supported.

Battery

CWT pay stations use a commercially available 12V 75AH recyclable sealed lead acid battery that usually last between 3-5 years. The battery supplies the power to the meter, and is trickle charged through a solar panel. Battery is located in the lower cabinet and can easily be removed for battery replacement.

Temperature and Moisture Specifications

Flowbird pay stations have proven its ability to withstand extreme conditions in varying climates. Flowbird pay stations are installed in areas with harsh environmental factors (United States, Canada, Sweden, Norway, Russia, etc.). The pay stations are not adversely affected by weather conditions despite the fact that they are often subjected to salt, air, humidity, frost, snow and ice. CWTs are rated to work in 99+ percent relative humidity and at temperatures up to 140º F and down to -22º F. CWTs protected LCD screen is tamper, weather and corrosion proof. The keypad is also tamper, weather, and corrosive resistant.

Components are dipped in conformal coating which protects the components from moisture. All Printed Circuit Boards (PCB) used in CWT pay stations are protected with a double solder mask lacquer (min 25 my) to shield certain areas, such as edge connectors from solder wetting. The PCB is then coated with an ultra-low viscosity, one-component silicone, which cures, at room temperature, to an elastomeric rubber upon exposure to humidity in the air. This product has a quick surface cure that is non-corrosive

to metals, including sensitive metals such as copper, emits no harsh odors during curing and has good adhesion to a wide range of substrates. The cured material has superior anti-reversion properties, excellent resistance to various and extreme temperatures, electrical insulation properties, weather ability, water resistance and is ideally suited for general-purpose adhesive sealing, potting and coating of electrical and electronic parts. Coating used: TSE3991 CU.

Cellular Communication

CWT pay station modems utilize 3G/4G technology. Pay station supports up to two modems, supporting different carriers. Alternately, Flowbird has access to multi-operator SIM cards. CWT supported modems support multiple mobile internet speeds such as 4G LTE, 4G, 3G and 3rd party coverage.

CWT pay stations have the ability to process transactions when offline. When communication is restored, transactions are processed. Enforcement can access a pay station and print a list of transactions processed to assist with enforcement until communication is restored.

Payment Options and Payment Ability at the Pay Station

Payment methods supported include coin, bills, credit card, smart card (magnetic stripe and RFID), coupon codes, eValidations, tokens, and contactless payments. Additional hardware may be required depending on the payment products selected.

Flowbird has achieved certification as a PCI Level 1 Service Provider. Our EMV readers are level 1 and level 2 certified.

Coin acceptor supports multiple coin combinations. Standard US coin denominations include $0.05, $0.10, $0.25, $0.50, $1.00. Coin acceptor includes an automatic shutter, which opens for coin insertion, but not for non-metal objects.

Credit card reader supports the major credit card brands such as Visa, MasterCard, Discover, American Express, Diners Club. The reader is duel directional.

Smart Card are reloadable cards. This is a great alternate to a credit card.

Coupon codes can be created and provided to an individual or group for free or discounted parking. Codes can be created by date range, time and number of uses.

Evalidations can be used by merchants or third parties to provide free or discounted parking. The license plate is recorded at a tablet, smartphone or computer and a parking session is automatically started. There is no need to go to the pay station.

ADA Compliancy

The CWT meets current ADA requirements by placing the maximum high side reach at 47 1/4", which is lower than the 48" requirement. Flowbird also maintains ADA guidelines by being able to operate the pay station with one hand and do not require tight grasping, pinching or twisting of wrist. The pay station may also provide for optional audio assistance, if used for a purpose other than parking. Audio comments may be relayed through an audio jack, or a speaker. (Audio jack is not standard, this is a special order.)

General Pay Station Design and Features

Parts

CWT components are “plug and play”. As part of our on-site training, technicians will be providing detailed training on trouble-shooting and replacing components. The majority of our customers perform their own preventative maintenance including changing out components. Components can be changed out in a matter of minutes. No propriety tools are required. A socket wrench and screw driver are all that is required.

CWTs are able to self-diagnose and send alarms in real-time to the back office; alarms will also alert designated parties via text or email. Pay station components are flush mounted to the door and to the back of the meter.

Data

Flowbird is PCI-DSS Level 1 and SAS70 certified. Flowbird follows the guidelines from the PCI-DSS standard and have regular penetration tests performed by external companies. These penetration tests are conducted both by systems and humans. Flowbird's back office management solution is reviewed by an external security audit every year and is under scheduled scans on a regular basis to detect any vulnerability.

To ensure security of the wireless information, Flowbird uses a RSA 2048-bit encryption on any sensitive customer data.

Cale WebOffice (CWO) is accessible to those with a valid user name and password. CWO's user administration allows for user roles. User roles determines what CWO functions a user will have access to. Typical user roles include enforcement, finance, pay station maintenance and administrator. Once roles are defined, user accounts can be created.

Alarm(s) are created in CWO alerting particular staff of the alarm(s). Alarms can be text, email or silent. CWO supports over 80+ alarm events. Alarms notification is configurable by each user. A sampling of alarms include door open, coin fishing attempt, vibration detection, and pay station not responding.

Management Software System Capabilities

CWO is a fully web-based service that requires no PC software to be installed or maintained by the user. Updates and new functions are installed by Flowbird Support. There are typically two updates per year. Updates are included in the monthly on-going service fee.

CWO offers several useful features that maximize your efficiency, profit and meter availability. The interface with the multi-space pay stations are transparent and, with a convenient drag and drop functionality, pay stations can be divided into groups (districts/zones). Updates can easily be pushed out to specific groups. There is no need to visit each pay station to apply an update. This is particularly useful for larger parking operations with large quantity of pay stations where different rate structures are used.

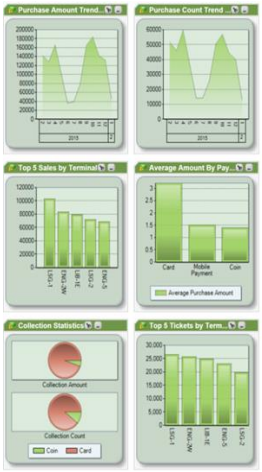
Security is the top priority. Protecting information from unauthorized access is one of the key elements on which the system is based. The administrator can assign different access levels and privileges to users. For example, one person can be authorized to deal with the alarm function, another only authorized to change meter groups, and a third authorized to analyze reports and statistics.

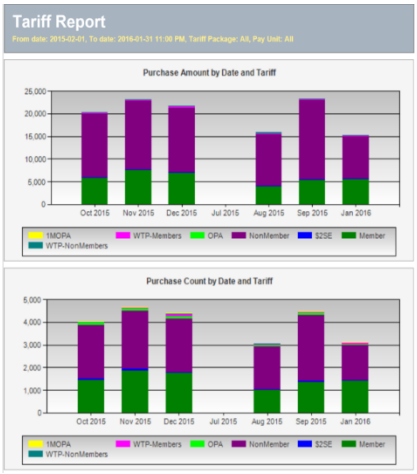
CWO also has an automatic alarm management feature. If a meter has been damaged, needs to be emptied, or malfunctions, a message is generated in CWO and can be sent to a technician.

Mapping of the terminals through Google Maps allows clients to easily obtain a visual indication of where pay stations are location and the status of the pay station. Clicking on a pay station icon will produce a "status bubble". The bubble will provide additional information about the pay station including any unresolved alarms.

Accounting and Reporting

CWO offers several reporting options. Each option allows for varying levels of flexibility in developing a report and the Flowbird implementation team will assist you in setting up the reports needed.





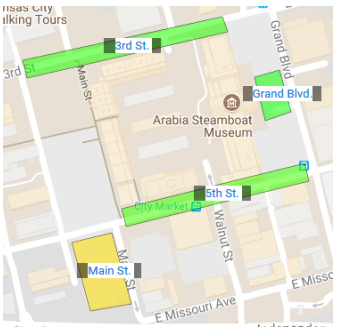
Standard Reports are pre-defined reports allowing the user to define parameters. Reports are broken down into categories such as Financial Overview, Terminal Balance, Collection, Purchase, Card Transaction, Event, Top 10 Statistics, and Scheduled Reports. Examples of standard included reports are Current Maintenance Action Required, Terminal Out-of-Order, Communications Problems, Maintenance Performed in the last seven days, Cash Collections for the last seven days, Cash-In-Terminals currently, Consumables Status (paper and batteries), Parking Activity (number sold and dollar amount), Ticket Sales Analysis, Transactions by Payment.

Custom reports can be created via the analysis function. The analysis function is a very powerful tool for refining statistical data and looking at the information from different perspectives. The technology used to process and present the information is OLAP (online analytical processing). The analysis function is available for collection, purchase and event data.

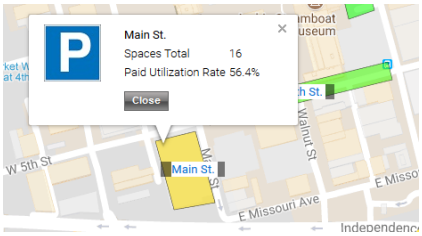
The Dashboard functionality equips users with up to date, graphical widgets that enable quick and easy data analysis so parking operations can focus on driving performance, not measuring it.

Occupancy

CWO offers reporting and statistics on occupancy. Options include Online Paid Occupancy, Historical Paid Occupancy, Paid Occupancy Analysis and Occupancy Calculation. It starts with Google Maps and identifying zones, number of spaces and identifying terminal locations within each zone.



When viewing the map, the parking zones are highlighted on the map. Zoom feature allows for you to enlarge the map and see the shape of the parking zone. The name of the parking zone is also displayed.



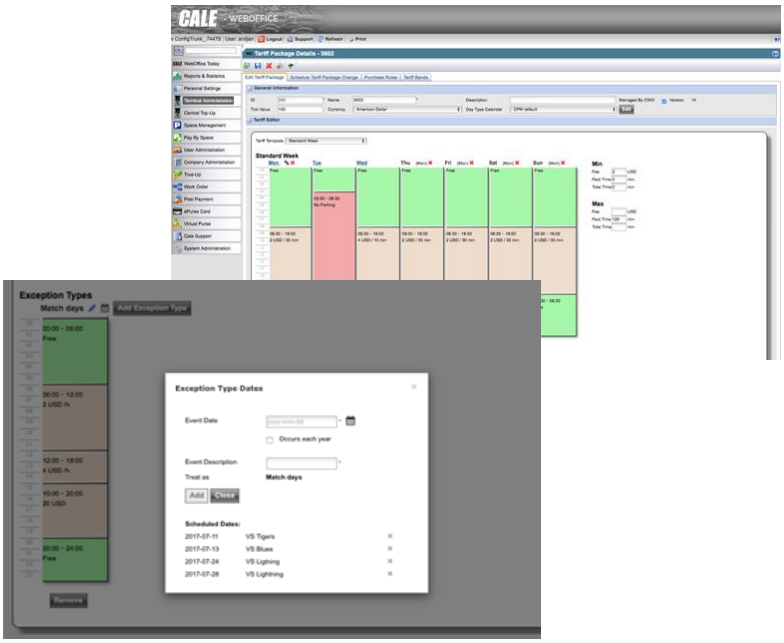
A 3-color gradient scale is available from green to red to show occupancy levels. Green is low occupancy, yellow is around 50% occupancy and red is at or near 100% occupancy.

Occupancy views are available in real-time or in the past (historical) via playback.

In the Historical Paid Occupancy feature, you can look at occupancy counts in the past. Zones change color (green to red) to show occupancy levels at a particular date and time. Clicking on a particular zone will show the paid utilization rate for the particular time and date.

Rate Package Capabilities

CWO rate management functionality is displayed in the form of a standard week (Monday – Sunday) calendar. The calendar shows the standard rate structure for a given day and time. Exceptions to the standard rate schedule can be defined by date allowing for special rates such as event parking or free parking for holidays. The exceptions are automatically communicated to the CWT pay stations and rates are adjusted accordingly.



Rate management functionality can also be used to implement new rates on short notice. For short notice updates the back office uses the new remote management feature to communicate with the CWT pay station over cellular connection triggering the pay station to contact the back office and retrieve the new rate or command to execute.

Communications

Because of the properties of GPRS technology, communication is always initiated by a heartbeat pulse sent from a terminal. If, for instance, a schedule is set so that the coin collection balance should be retrieved each Monday at 12 pm, the file transmission will start at the first heartbeat after 12 o'clock.

Event information, such as warnings and alarms, are reported automatically by the terminal either immediately as they occur or after a certain delay set in the terminal.

Pay station job history logs are obtained under Terminal Administration.

API to Outside Data Warehouse

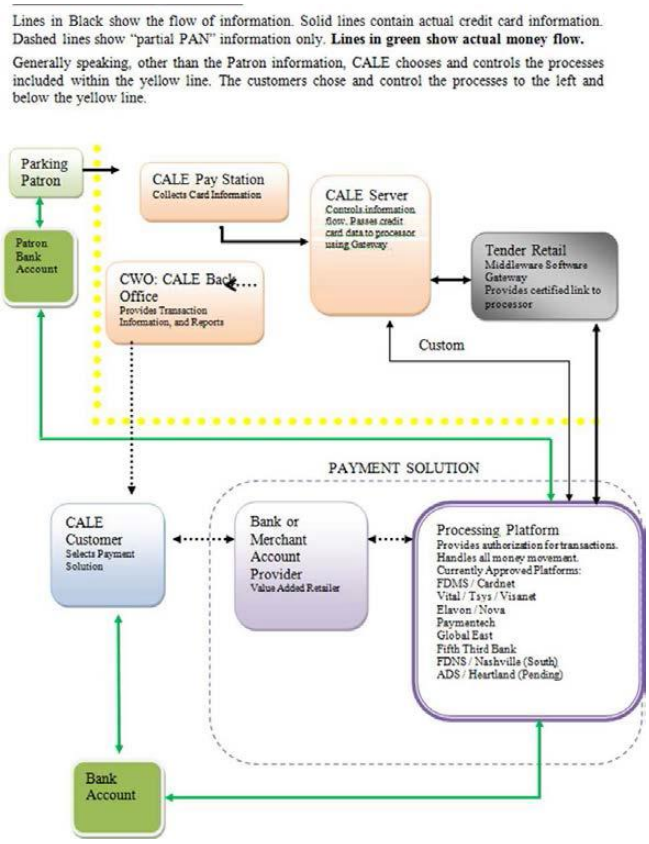
Flowbird offers both live and batch data exports. Information exported includes purchase, event, collection and file repository (batch export only). Data is exported in XML format and is requested by calling web services. The exported XML files are compressed to a ZIP file that is downloaded via an URL. All web services are documented. Manuals can be obtained from Support.

Credit Card Processing

Flowbird is PCI-DSS Level 1 and SAS70 certified. Flowbird follows the guidelines from the PCI-DSS standard and have regular penetration tests performed by external companies. These penetration tests are conducted both by systems and humans. Flowbird's back office management solution is reviewed by an external security audit every year and is under scheduled scans on a regular basis to detect any vulnerability.

We are listed as a valid service provider for Visa Cardholder Information Security (CISP) and MasterCard Site Data Protection (SDP) programs.

A detailed step-by-step process of Flowbird's CWT credit card acceptance procedure can be found below.



Hosting Services

Flowbird provides all hosting of pay station and mobile payment data in our secure data centers.

Liberty Single/Dual Space Parking Meter

In partnership with CivicSmart, Flowbird is offering the City of Emeryville the Liberty meter. The patented Liberty Next Gen Smart Parking Meter is engineered to make use of recent advances in communications, battery and security technologies. It is future-proof and supports an array of emerging technologies including Internet of Things (IoT) communications. Built to last, the Liberty Next Gen offers the durability and reliability that Duncan's clients have come to know and trust, with advanced technological features that make managing your parking program easier.

Key Liberty Features

- Ability to manage one or two spaces
- Fits into common meter housings
- High visibility screen
- Clean motorist interface
- Operates under a wide temperature range: -40˚F (-40˚C) to 185˚F (85˚C)
- Accepts coins, credit/debit cards, and smart cards
- Wirelessly communicates transactions via 3G/4G cellular communication
- Super bright LED lights are equipped on the front and back, allowing for visual enforcement.
- Mobile payments can be configured to display on the Liberty within 5 to 10 seconds. Rates can be changed remotely from the back-office

KEY BENEFIT: Innovative technology displays mobile payments in a few seconds without draining the battery!

SINGLE SPACE SMART METER

Affordable, innovative Smart Meter that fits in existing housing, accepts credit cards and displays mobile payments.

FEATURES	
# of Spaces Managed	1
Type of Keypad	4-button
ADA Compliance	✓
Available Payment Methods	
Coins	✓
Credit/Debit Cards	✓
Smart Cards	✓
Tokens	✓
Mobile Payments	✓
NFC Payments	Optional
PCI Compliance	✓
Wireless Communications	✓ (4G & LoRa)
Power System	Fully Rechargeable Batteries
Integration With:	
Sensors	✓
Handhelds	✓

DUAL SPACE SMART METER

Cost-effective dual-space meter with dedicated Left & Right buttons ideal for cities with lower rates or installing meters for the first time.

FEATURES	
# of Spaces Managed	2
Type of Keypad	6-button
ADA Compliance	✓
Available Payment Methods	
Coins	✓
Credit/Debit Cards	✓
Smart Cards	✓
Tokens	✓
Mobile Payments	✓
NFC Payments	Optional
PCI Compliance	✓
Wireless Communications	✓ (4G & LoRa)
Power System	Fully Rechargeable Batteries
Integration With:	
Sensors	✓
Handhelds	✓

KEY BENEFIT: Dual-space configuration saves money on mechanisms and housings!

KEY BENEFIT: The "Smartest" coin-only meter on the market can communicate wirelessly today and can accept credit cards in the future!

COIN ONLY PARKING METER

In the tradition of the legendary Duncan Eagle meter, this meter uses the modern LNG platform. It can operate as a wireless coin-only meter and can be upgraded to accept credit cards.

FEATURES	
# of Spaces Managed	1
Type of Keypad	None
ADA Compliance	✓
Available Payment Methods	
Coins	✓
Credit/Debit Cards	Upgradeable
Smart Cards	Upgradeable
Tokens	✓
Mobile Payments	Optional
NFC Payments	Upgradeable
PCI Compliance	Upgradeable
Wireless Communications	Optional (LoRa)
Power System	Fully Rechargeable Batteries
Integration With:	
Sensors	Optional
Handhelds	Optional

COMPARISON CHART

Whether you are upgrading your old coin-only meters, installing meters for the first time, starting to accept credit cards, or looking for innovative solutions to manage more than one space, the Liberty Next Gen Smart Meter is the most advanced and affordable option.

All LNG meters are aesthetically pleasing, ADA compliant without having to cut your poles, do not charge credit card transaction fees, offer a five-year battery guarantee, display mobile payments within seconds without draining the battery, and integrate with our high-accuracy sensors and AutoISSUE Enforcement Software for guided enforcement.

Pick the right model for your City today, with the comfort of knowing that when your needs change in the future, the LNG will still be the right choice for tomorrow.

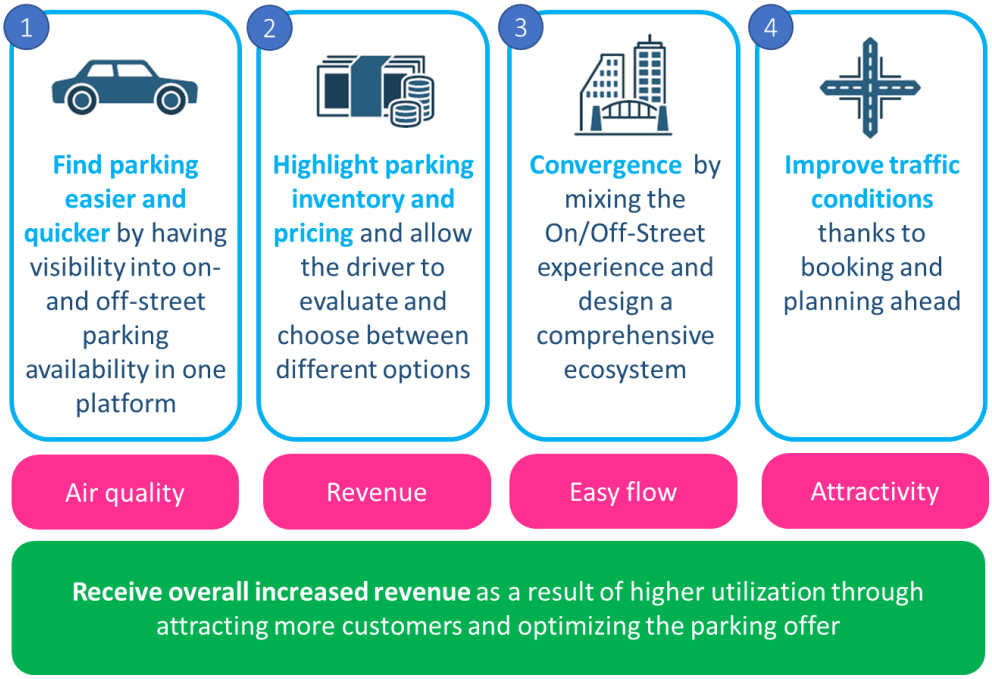
FEATURES
# of Spaces Managed
Type of Keypad
ADA Compliance
Available Payment Methods **Coins** **Credit/Debit Cards** **Smart Cards** **Tokens** **Mobile Payments** **NFC Payments**
PCI Compliance
Wireless Communications
Power System
Integration With: **Sensors** **Handhelds**

SINGLE SPACE	DUAL SPACE	COIN ONLY
1	2	1
4-button	6-button	None
✓	✓	✓
✓	✓	✓
✓	✓	Upgradeable
✓	✓	Upgradeable
✓	✓	✓
✓	✓	Optional
Optional	Optional	Upgradeable
✓	✓	Upgradeable
✓ (4G & LoRa)	✓ (4G & LoRa)	Optional (LoRa)
Fully Rechargeable Batteries	Fully Rechargeable Batteries	Fully Rechargeable Batteries
✓	✓	Optional
✓	✓	Optional

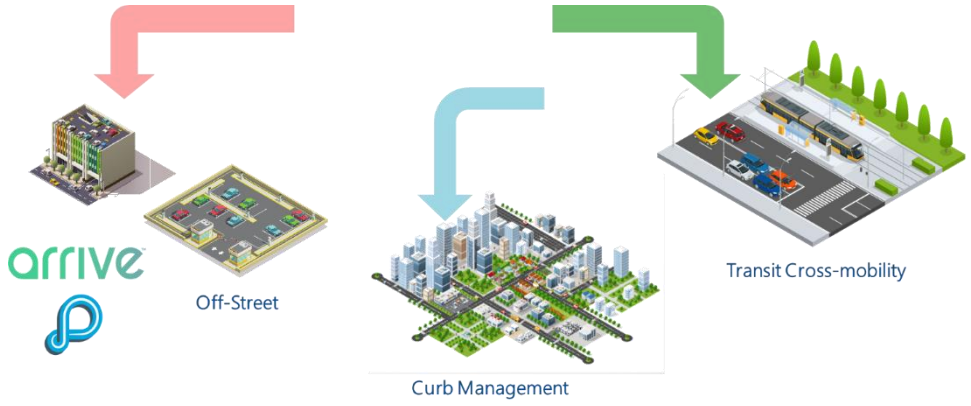
Flowbird Mobile App

Whether it is during initial deployment of the pay stations/meters or at a later date in the future, we can deliver the Flowbird mobile app as an alternative payment app in Spokane. Several cities in the US are considering offering two or more mobile payment options so our app can be deployed alongside the Passport app. Below are some details on the Flowbird app.

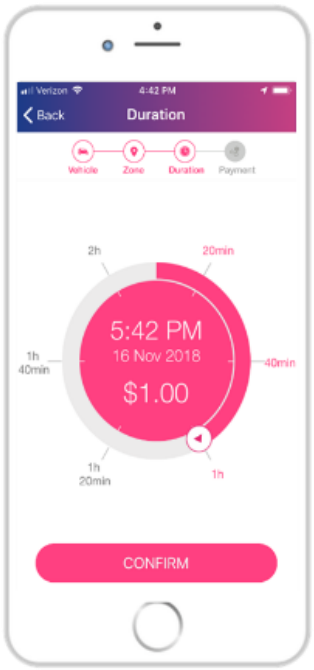
The Flowbird app platform features four key elements focused on sustainability, positive City revenues, improved traffic flow, and an overall better parking experience.



Together with our reservations system provider, Arrive, Flowbird provides an integrated solution that can also incorporate transit information and fare payments, delivering a comprehensive mobility experience.



The ***Flowbird app*** is designed to be very user friendly for the both the end users and City administrators. Key features of the app for end users include:



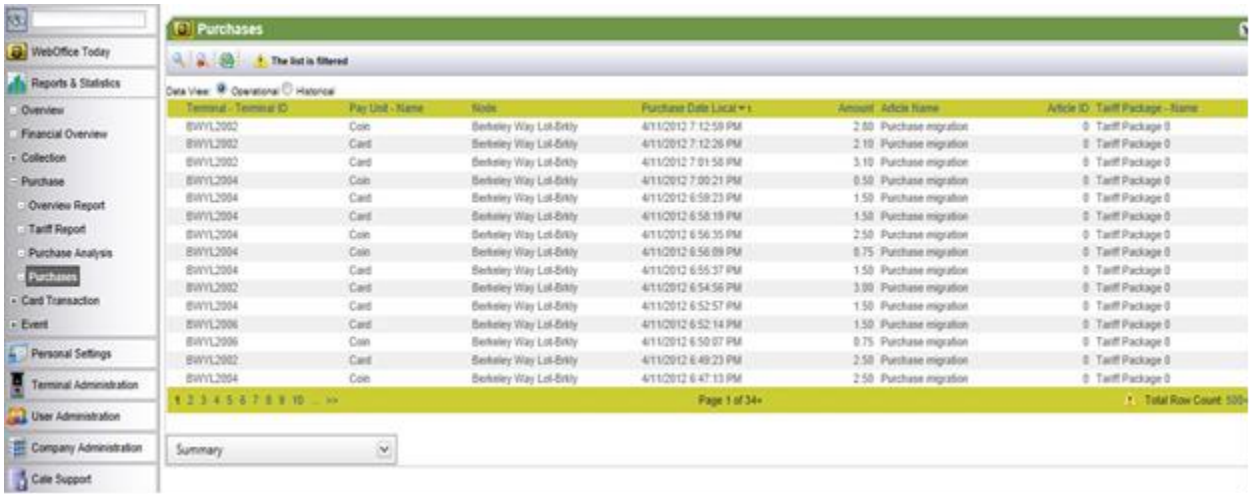
- White label option to showcase City colors and branding
- Payment and account management through iPhone, Android, mobile web, or desktop web
- Password protected access but integrated with Touch ID so users can just use their thumb print to access the system on the mobile device.
- Unlimited amount of plates can be entered into the system per user
- Multiple credit cards can be on file for each user
- GPS based, no need for the end user to type in a meter or zone code. They just select the location from the map provided in the app.
- Time expiration notification with ability for the end use to customize the alert time
- Extend from anywhere up to the maximum time limit
- Expiration alerts and time extension from the Apple Watch
- Bookmarks feature saves your favorite parking locations to make transactions quicker for users that always park in the same locations
- Find my car feature provides walking directions back to the location where the end user made his/her original transaction
- Validation codes option allows the City or local merchants to distribute validation codes to app users so they do not have to pay for parking
- Real-time parking availability display
- Off-street parking reservations integrated with City owned and private garages and lots
- Fleet management system allows businesses to enter one credit card for the whole fleet of vehicles
- E-wallet allowing users to load up money on an account and save money on transaction fees
- Ability to offer transit fare payments and parking payments together on the same app

SAMPLE BACK-OFFICE PARKING MANAGEMENT REPORTS

Sample of CWT WebOffice Reports

Purchases

This screen shows the purchases, by meter, for coins and cards on a specified date.



Financial Overview

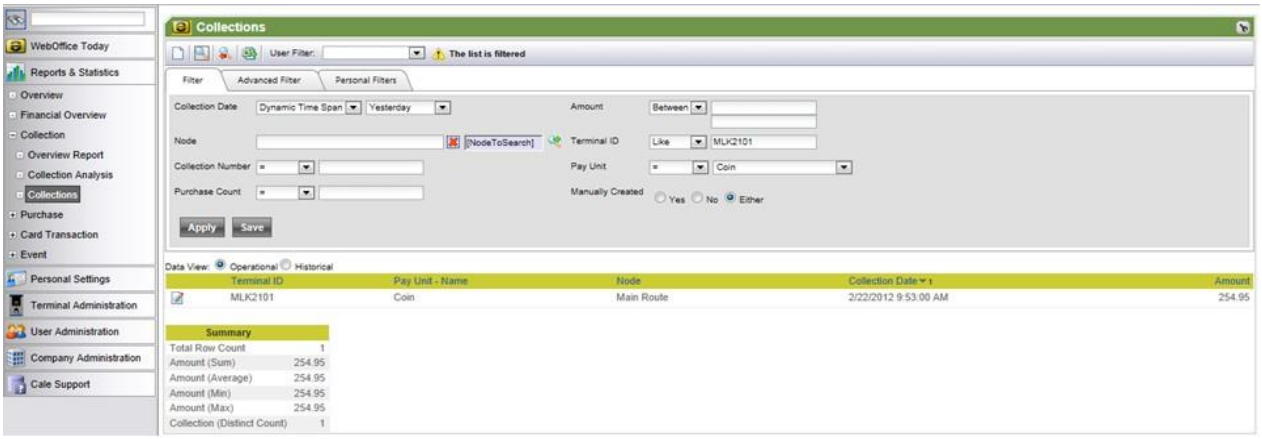
This shows the aggregated terminal sales for a 7-day period. The time period is adjustable.

Terminal ID	Location	Node	Coin Balance	Purchase Amount	Purchase Count	Currency
4TH2002	2002 4th St	USPL Route	58.85	85.50	45	USD
AB2601	2601 Ashby Ave	Elmwood On-Street	75.60	335.10	312	USD
AB2602	2602 Ashby Ave	Elmwood On-Street	135.50	248.60	232	USD
ADDI1901	1901 Addison St	Main Route-	149.10	92.10	105	USD
ADDI1902	1902 Addison St	Main Route-	195.25	241.90	224	USD
ADDI1903	1903 Addison St	Main Route-	30.40	186.65	155	USD
ADDI1904	1904 Addison St	Main Route-	185.45	237.30	198	USD
ADDI1906	1906 Addison St	Main Route-	213.00	181.05	147	USD
ADDI2001	2001 Addison St	Main Route-	39.05	88.10	52	USD
ADDI2002	2002 Addison St	Main Route-	129.95	146.60	74	USD
ADDI2003	2003 Addison St	Main Route-	157.45	324.50	184	USD
ADDI2004	2004 Addison St	Main Route-	11.50	282.50	153	USD
ADDI2006	2006 Addison St	Main Route-	207.00	481.15	265	USD
ADDI2101	2101 Addison St	Main Route-	60.75	247.35	184	USD
ADDI2102	2102 Addison St	Main Route-	243.65	300.50	230	USD
Total			29790.70	57,753.90	37,832	

1 2 3 4 5 6 7 8 9 10 ... >> Page 1 of 16

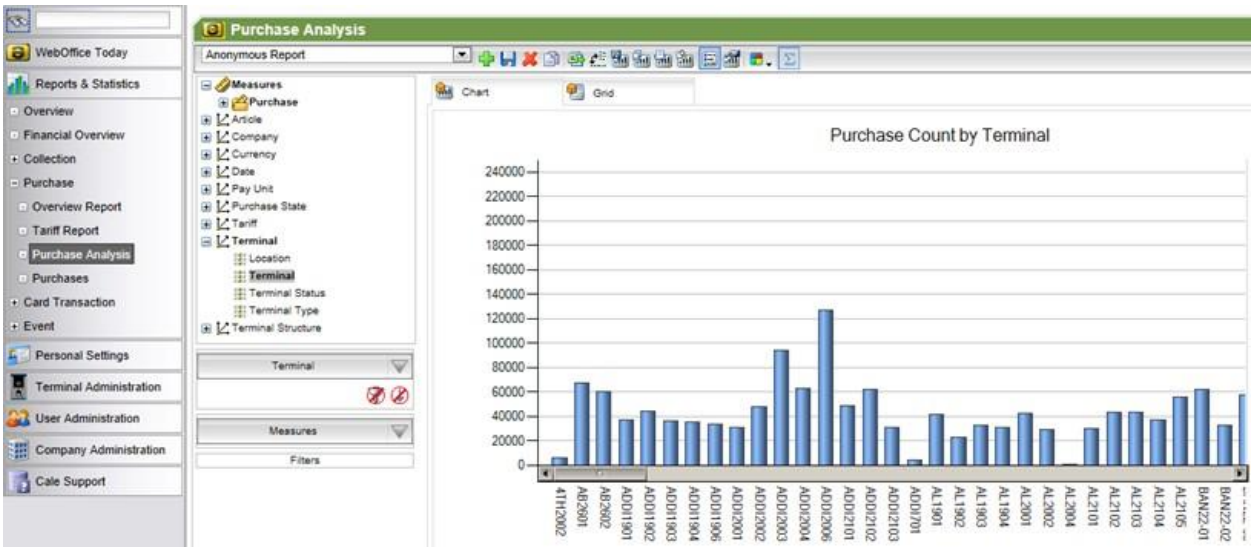
Collections

This screen shows the collection information from a specific terminal.



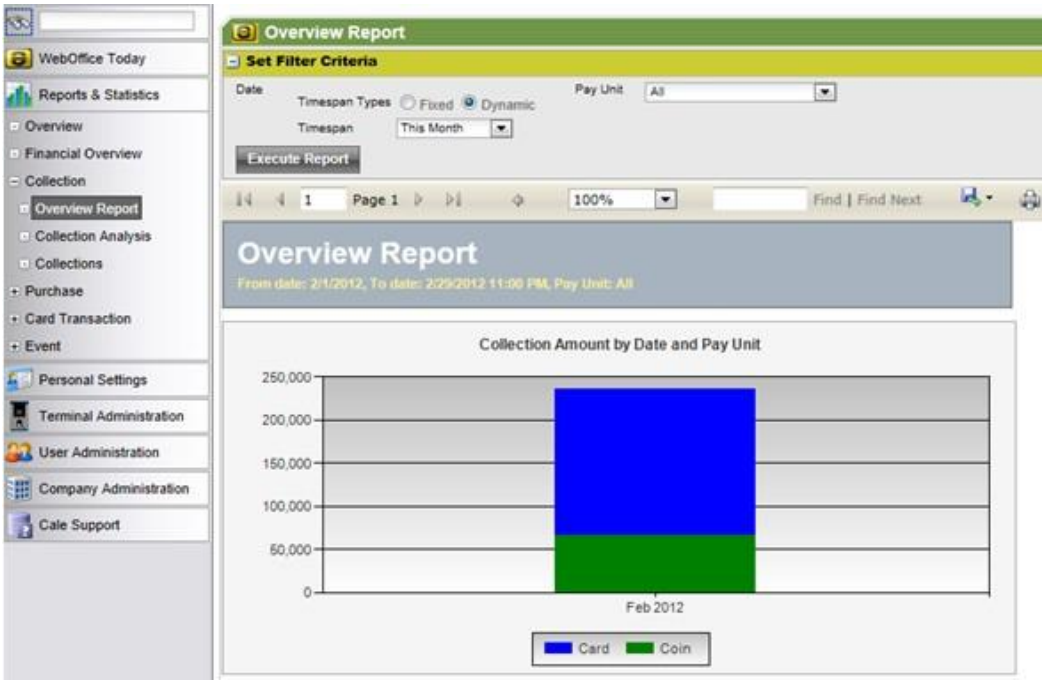
Purchase Analysis

This bar chart shows purchase counts, by terminal.



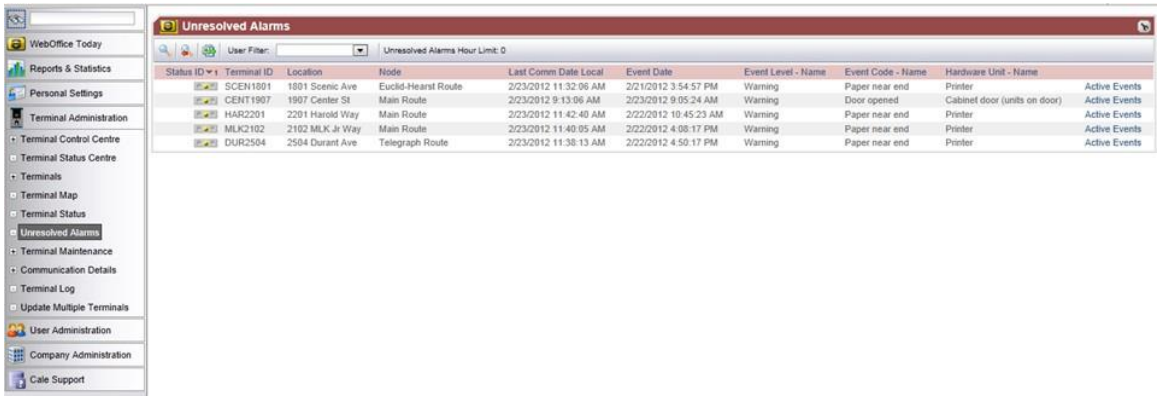
Collection Overview Report

This report shows an overview of meters collections sorted by dates (2/1/12 to 2/29/12) then pay units (coin and credit card).



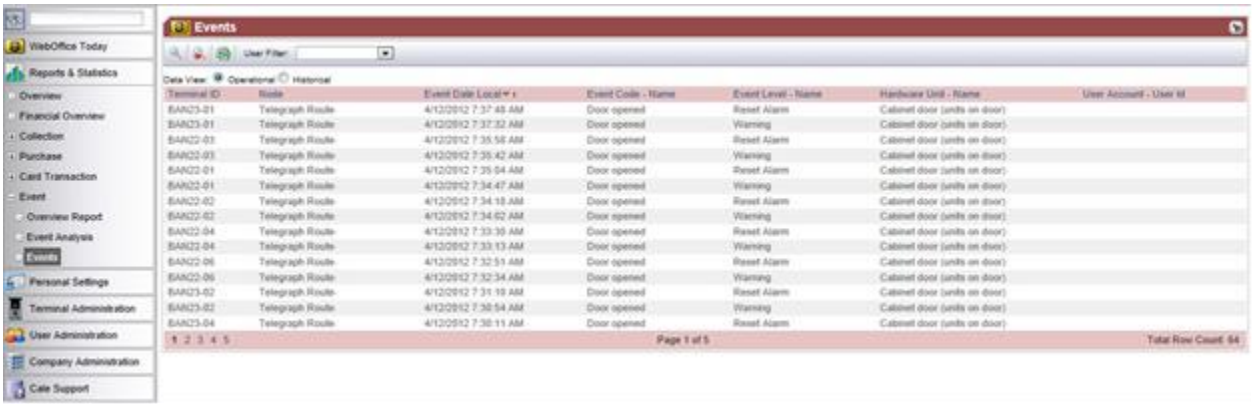
Unresolved Alarms

This lists any meter that may have an unresolved issue (paper near end, door opened, full coin vault, etc.)



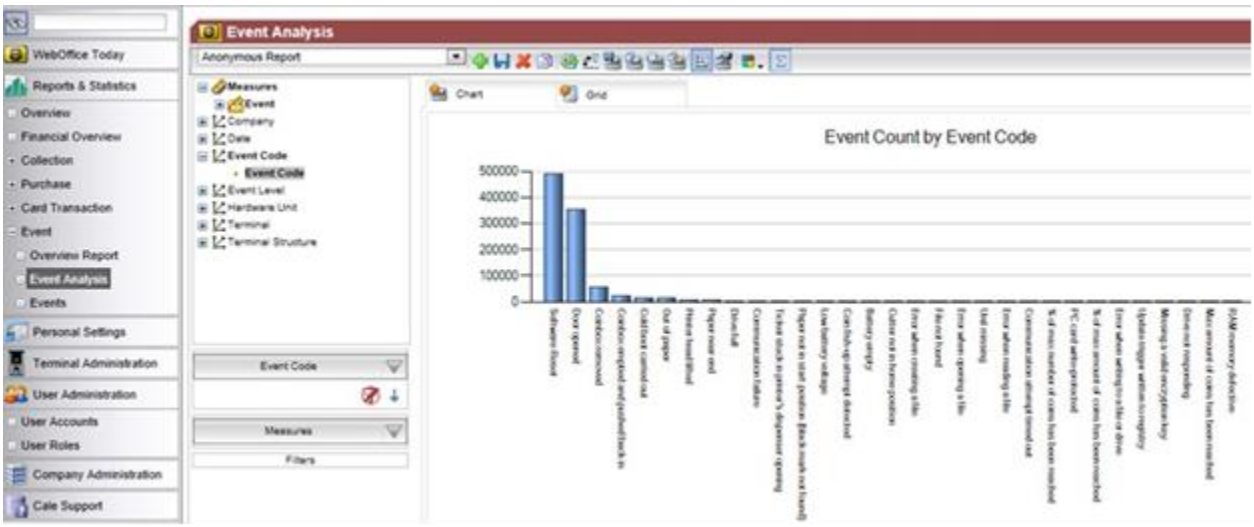
Events Report

This report lists events (door opened, coin collection, etc) from any terminal, for a user-defined period of time.



Event Analysis

This graph shows all event codes by event count, for a user-defined period of time.

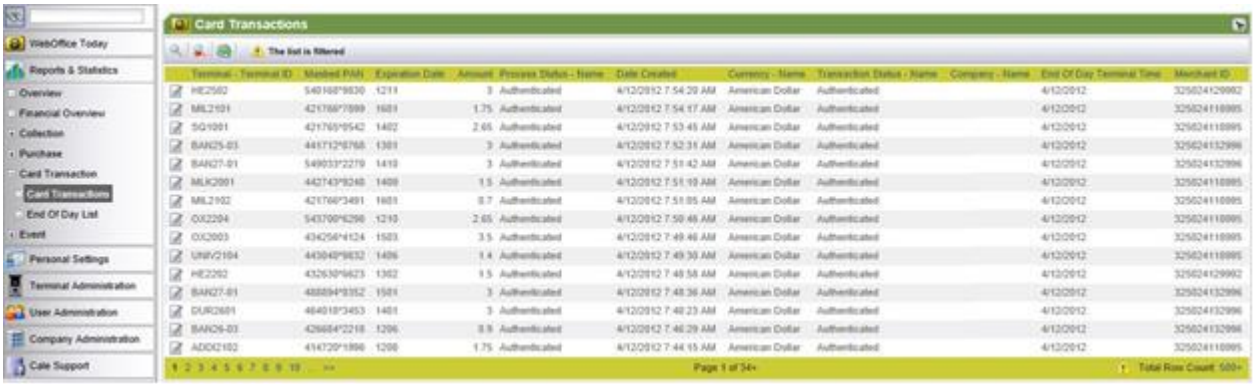


Credit Card End of Day Report

This list shows the end of day status of specific credit card deposits for a user-defined timeframe.

Credit Card Transactions Report

This shows the details of every credit card transaction. Note: no one has access to complete credit card number information. Cale is PCI Level 1 certified.



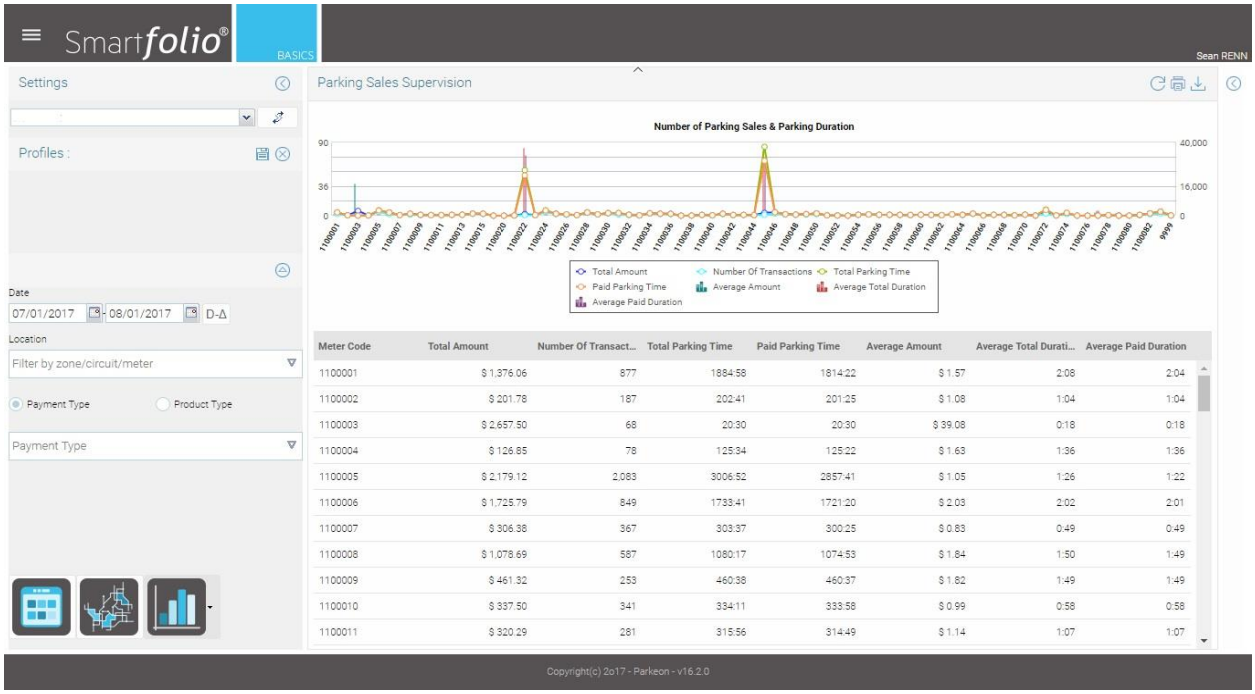
Uncollected Terminals Report

This report shows where terminals have not been collected for since a specified number of days. The number of days is adjustable.

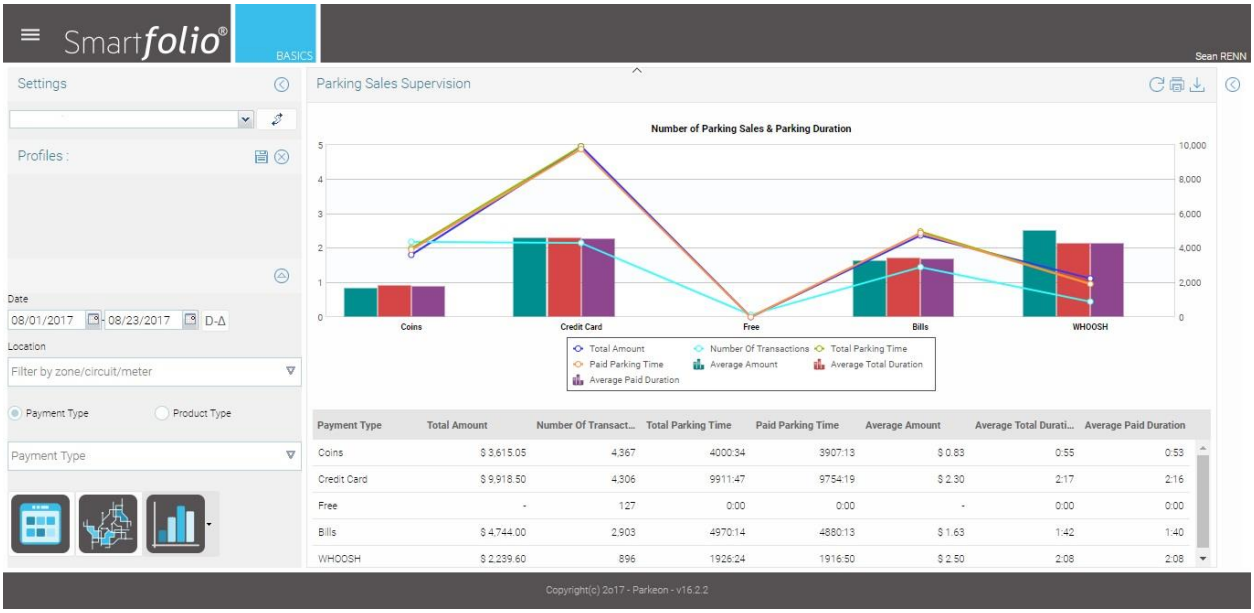
Sample of Strada Smartfolio Reports

Dashboard Reports

Transaction and Revenue Activity by Pay Station

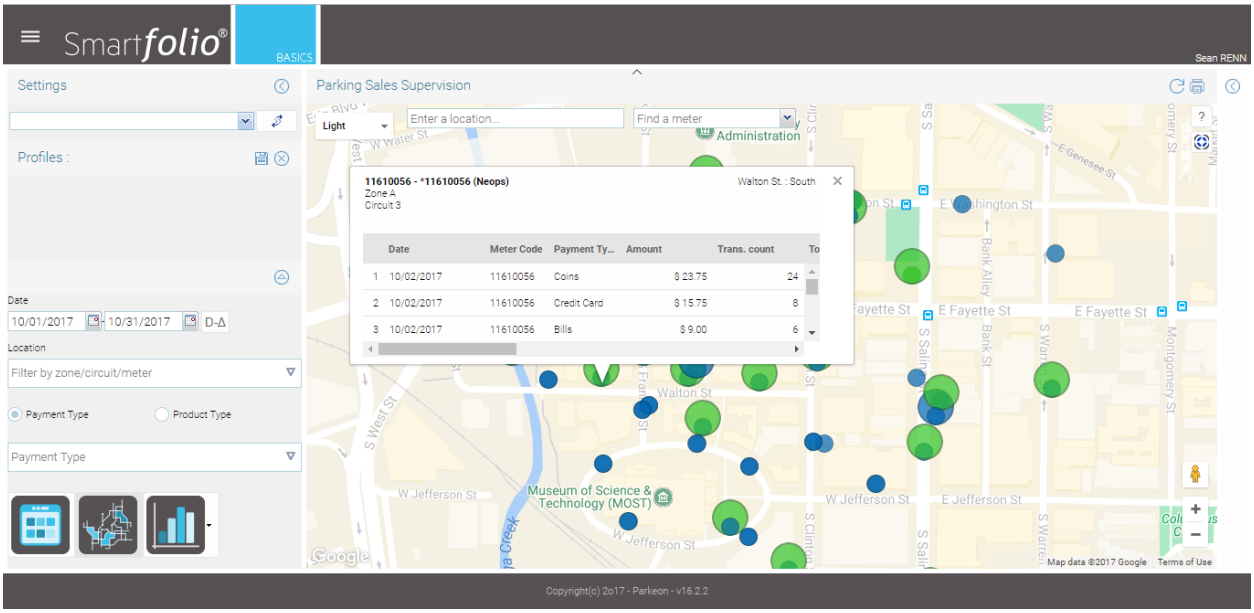


Transaction and Revenue Activity by Payment Type

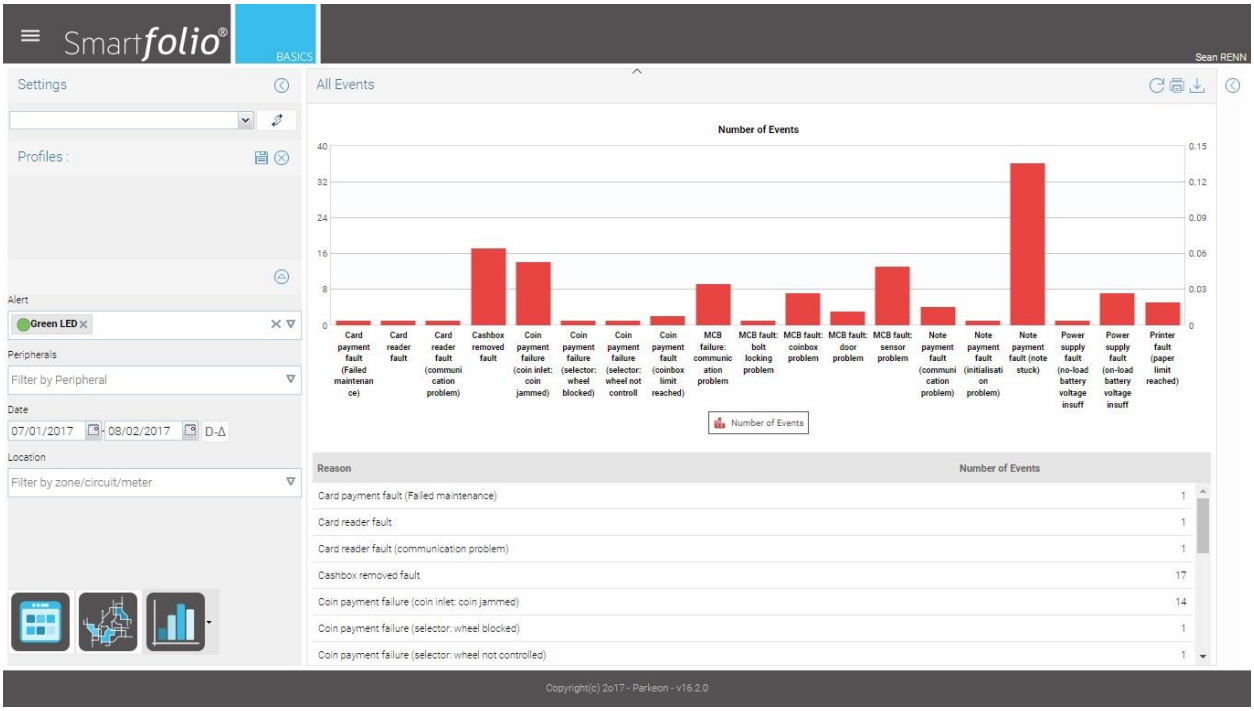


Payment Type	Total Amount	Number Of Transact...	Total Parking Time	Paid Parking Time	Average Amount	Average Total Durati...	Average Paid Duration
Coins	$ 3,615.05	4,367	4000:34	3907:13	$ 0.83	0:55	0:53
Credit Card	$ 9,918.50	4,306	9911:47	9754:19	$ 2.30	2:17	2:16
Free	-	127	0:00	0:00	-	0:00	0:00
Bills	$ 4,744.00	2,903	4970:14	4880:13	$ 1.63	1:42	1:40
WHOOSH	$ 2,239.60	896	1926:24	1916:50	$ 2.50	2:08	2:08

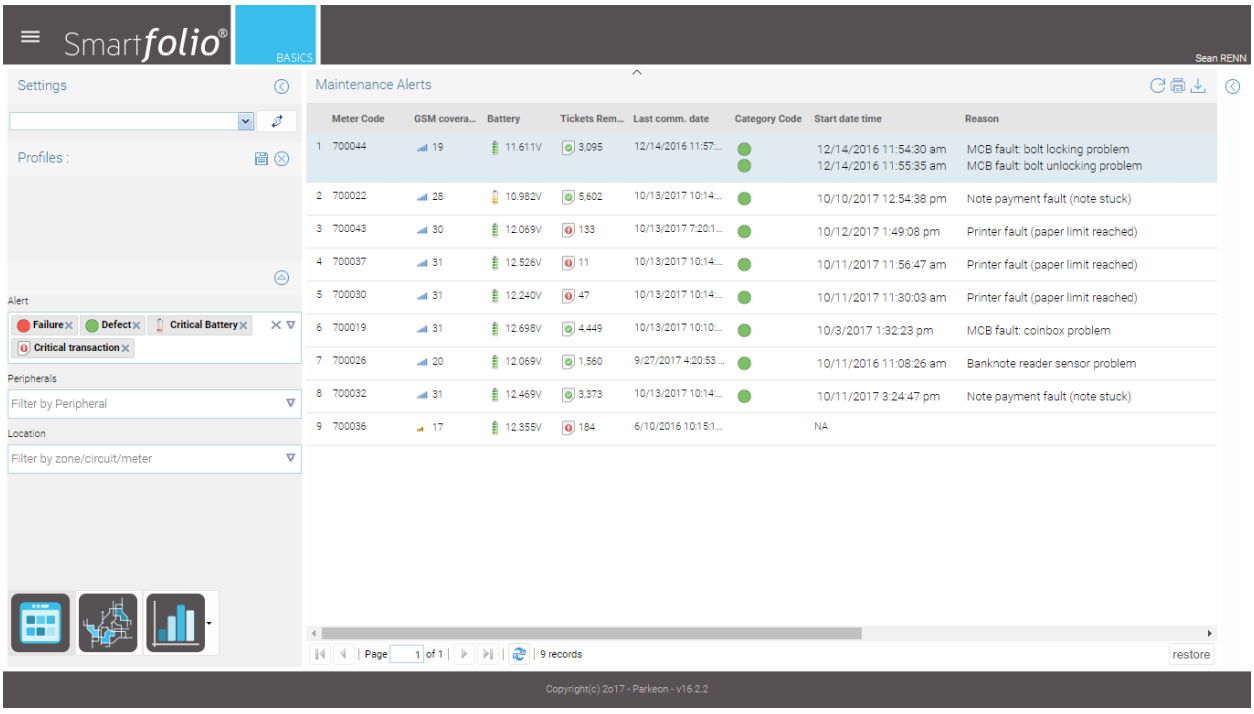
Parking Activity on Google Maps



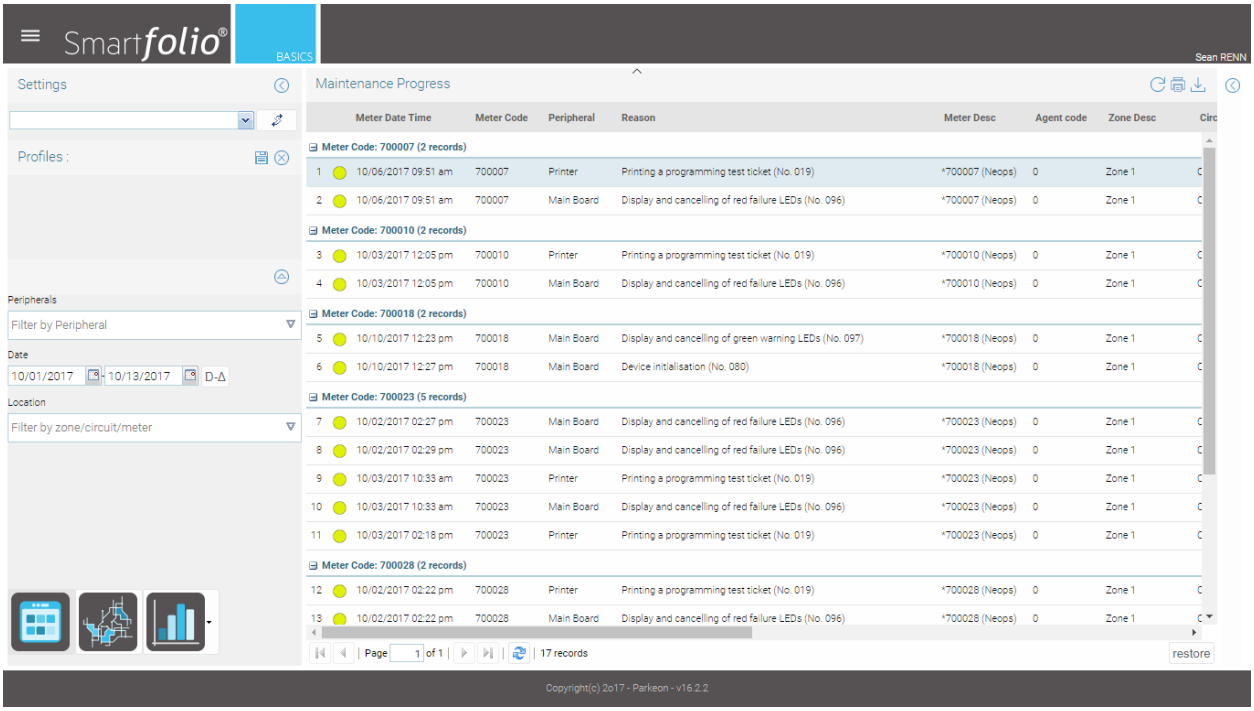
Maintenance Alerts by Reason



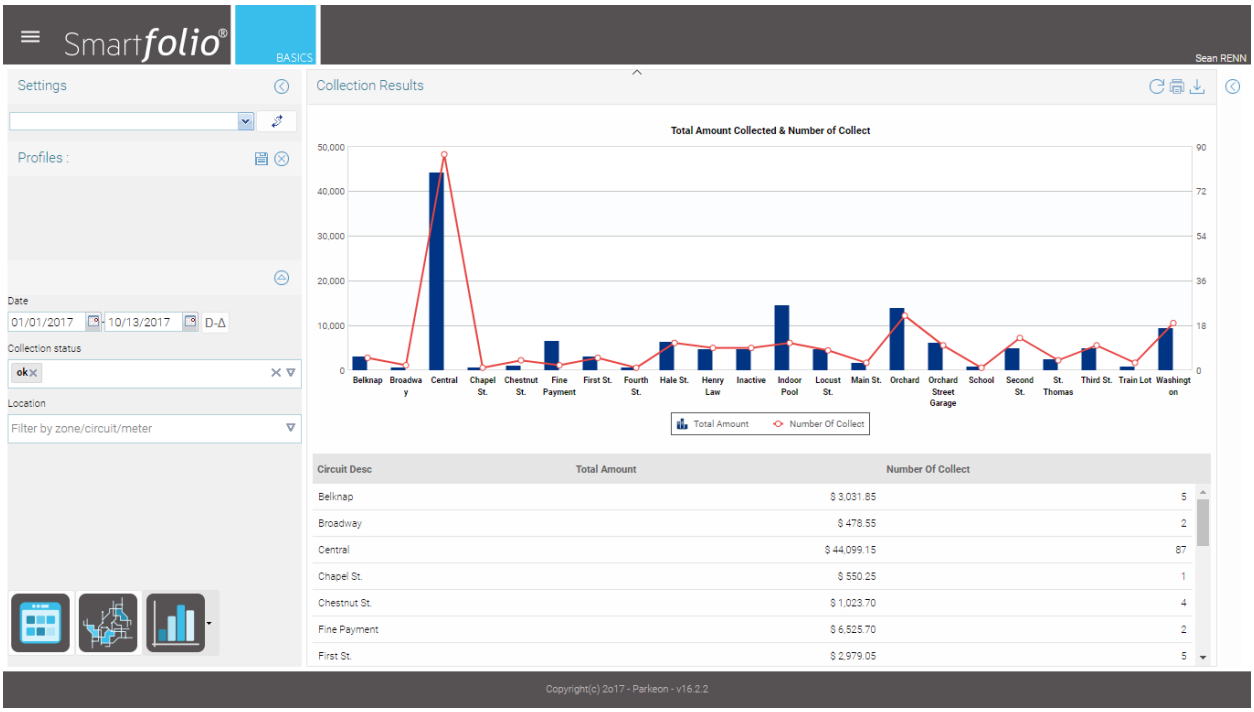
Maintenance Alerts by Pay Station - Current



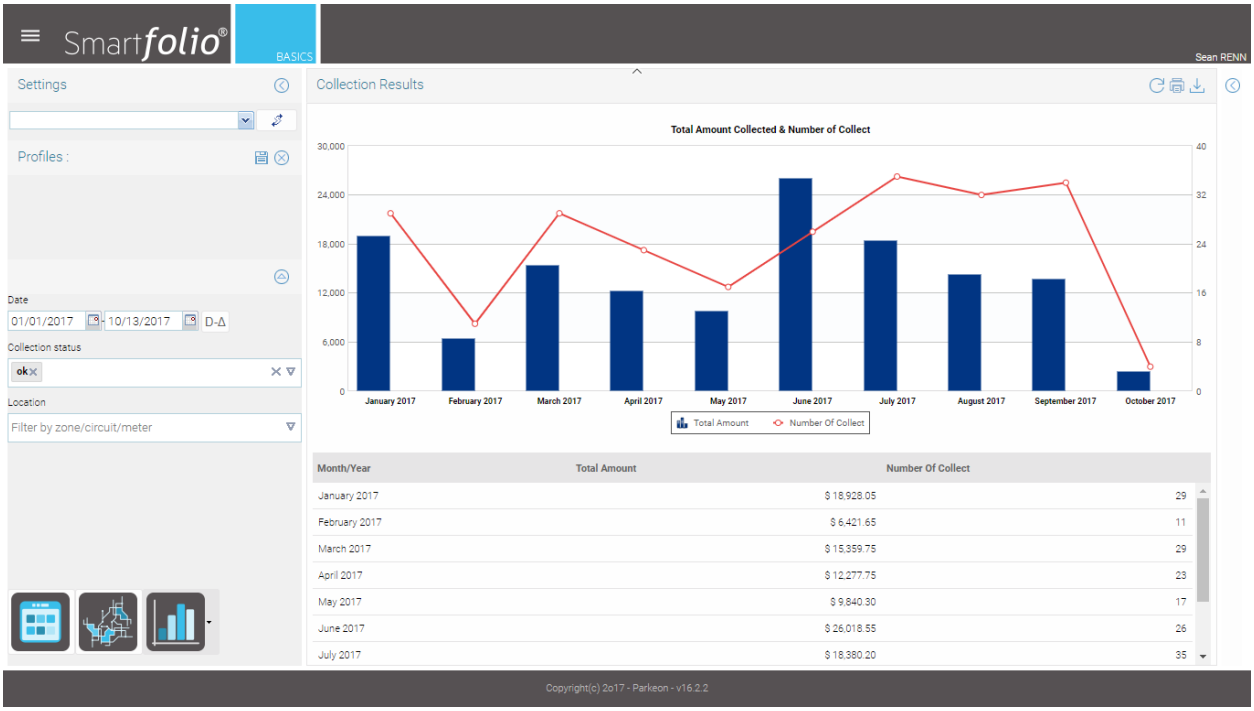
Maintenance Activity by Pay Station



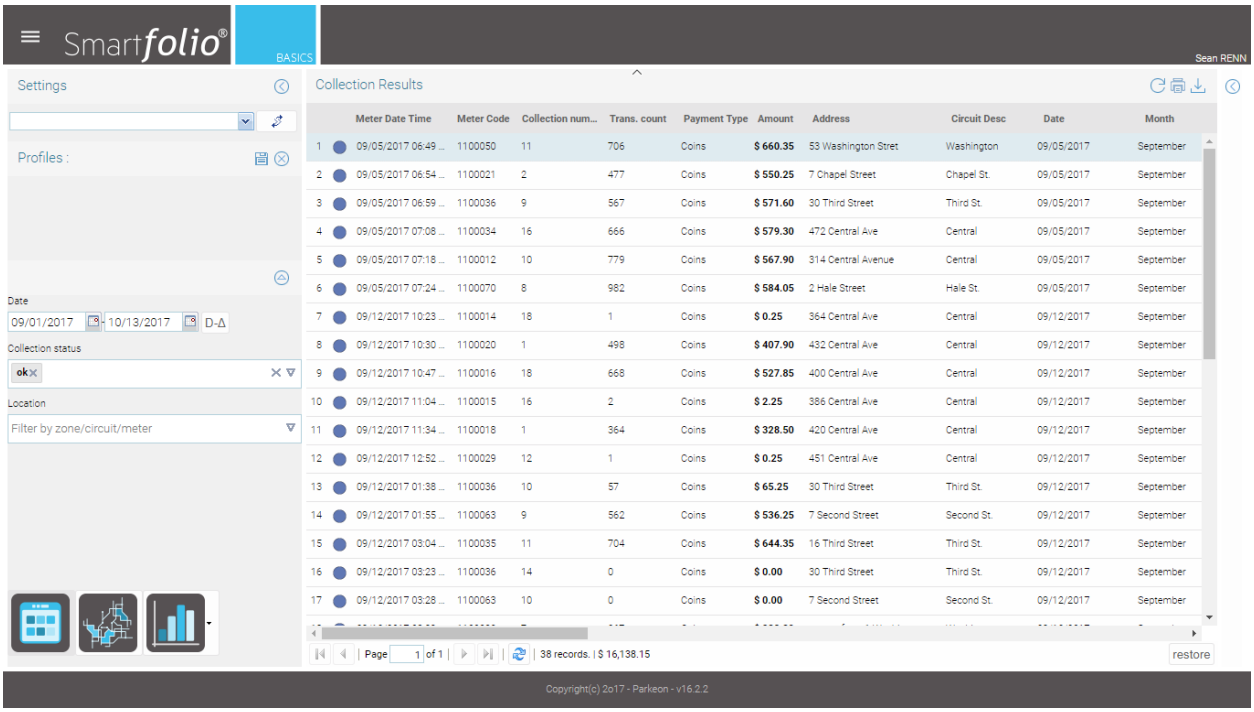
Collection Totals by Zone



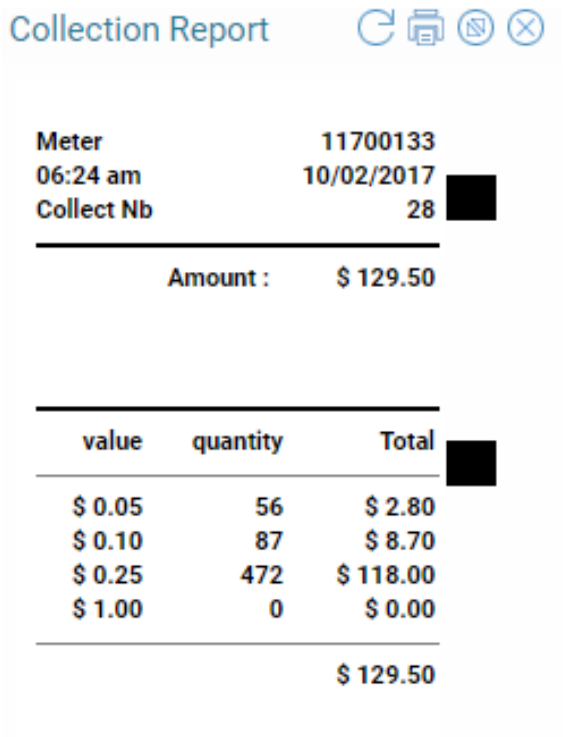
Collection Totals by Month



Collection Details by Pay Station



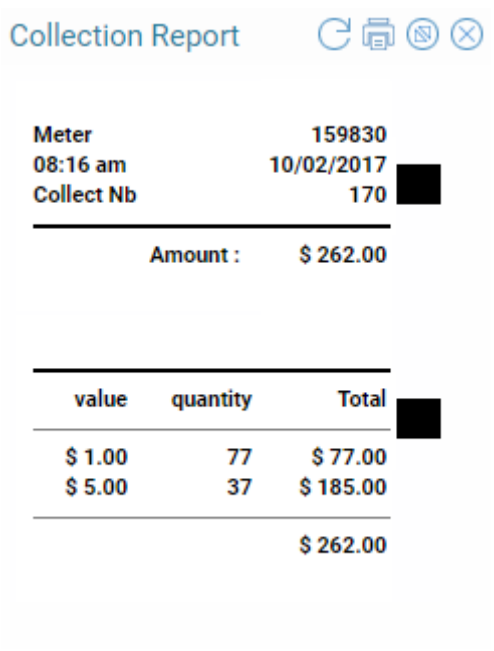
Collection Details by Individual Collection



Collection Report

Meter	11700133
06:24 am	10/02/2017
Collect Nb	28
Amount :	$ 129.50

value	quantity	Total
$ 0.05	56	$ 2.80
$ 0.10	87	$ 8.70
$ 0.25	472	$ 118.00
$ 1.00	0	$ 0.00
		$ 129.50

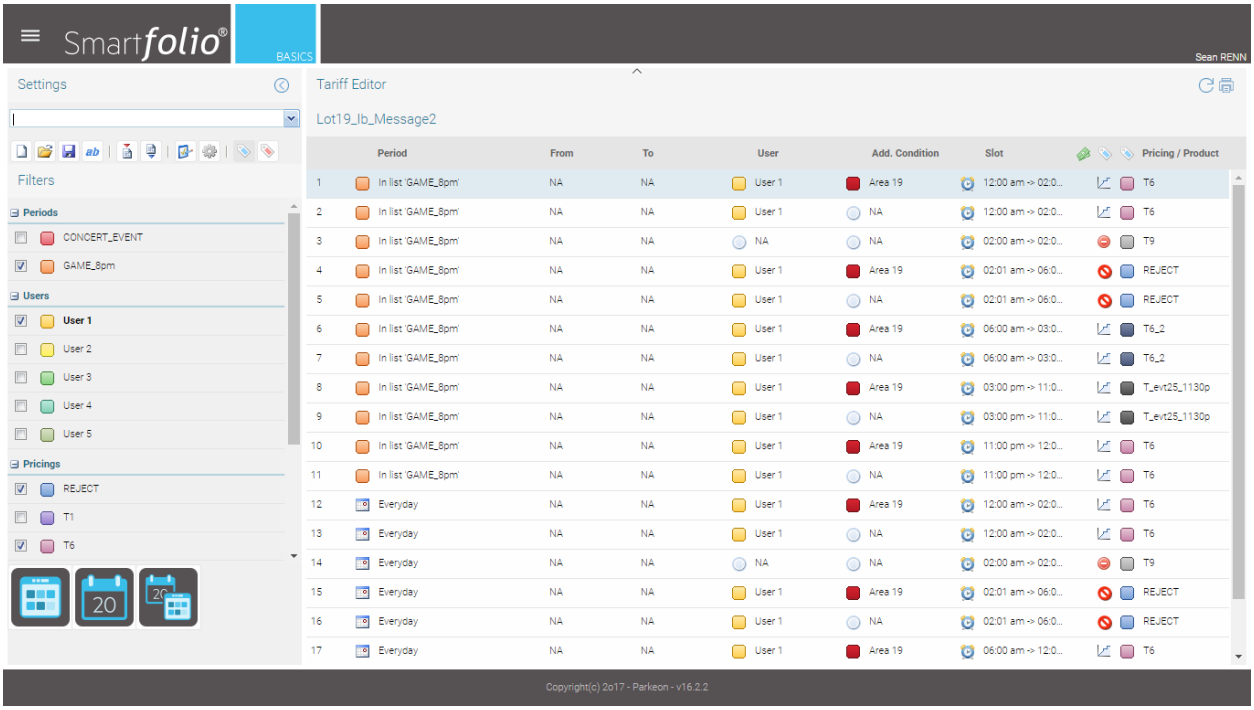


Collection Report

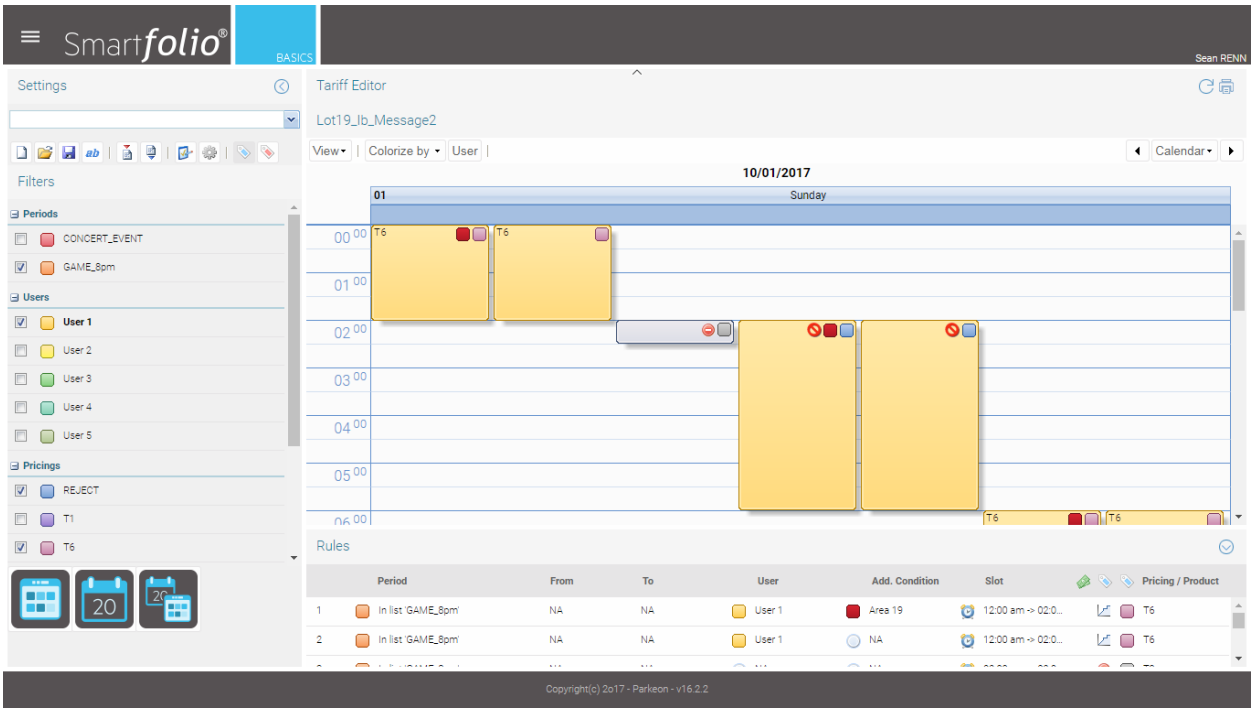
Meter	159830
08:16 am	10/02/2017
Collect Nb	170
Amount :	$ 262.00

value	quantity	Total
$ 1.00	77	$ 77.00
$ 5.00	37	$ 185.00
		$ 262.00

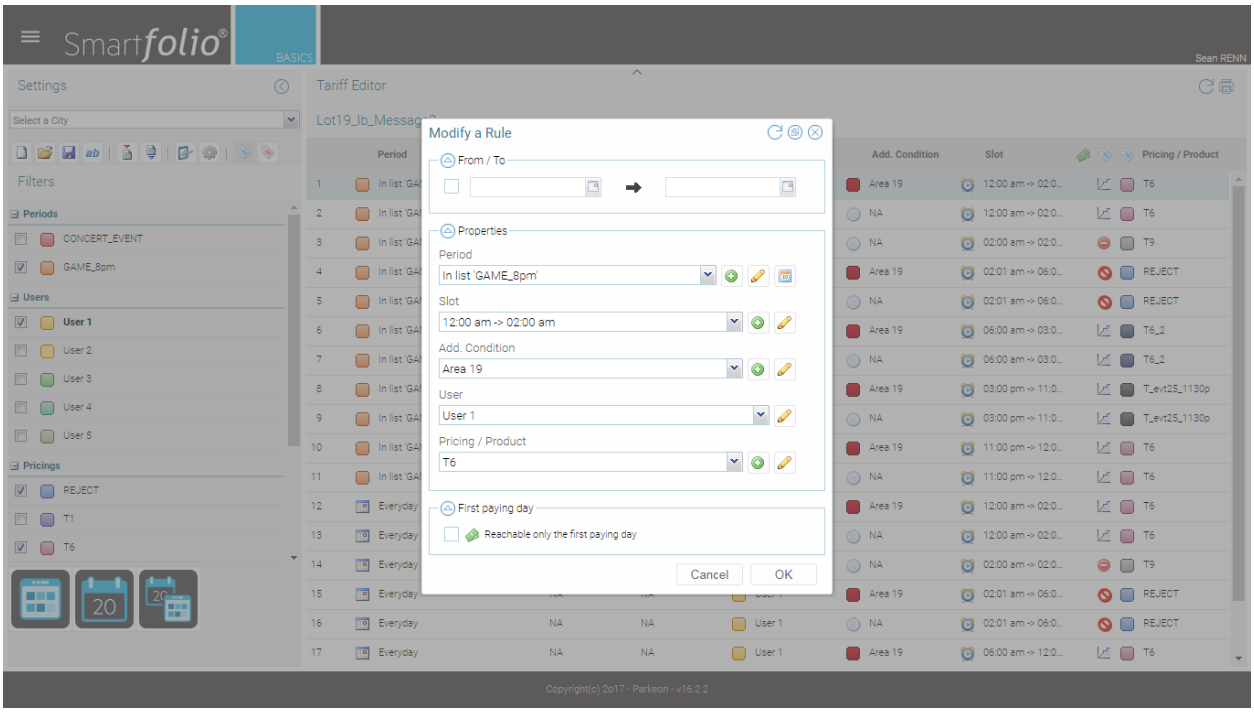
Rate Configuration – Day Part View



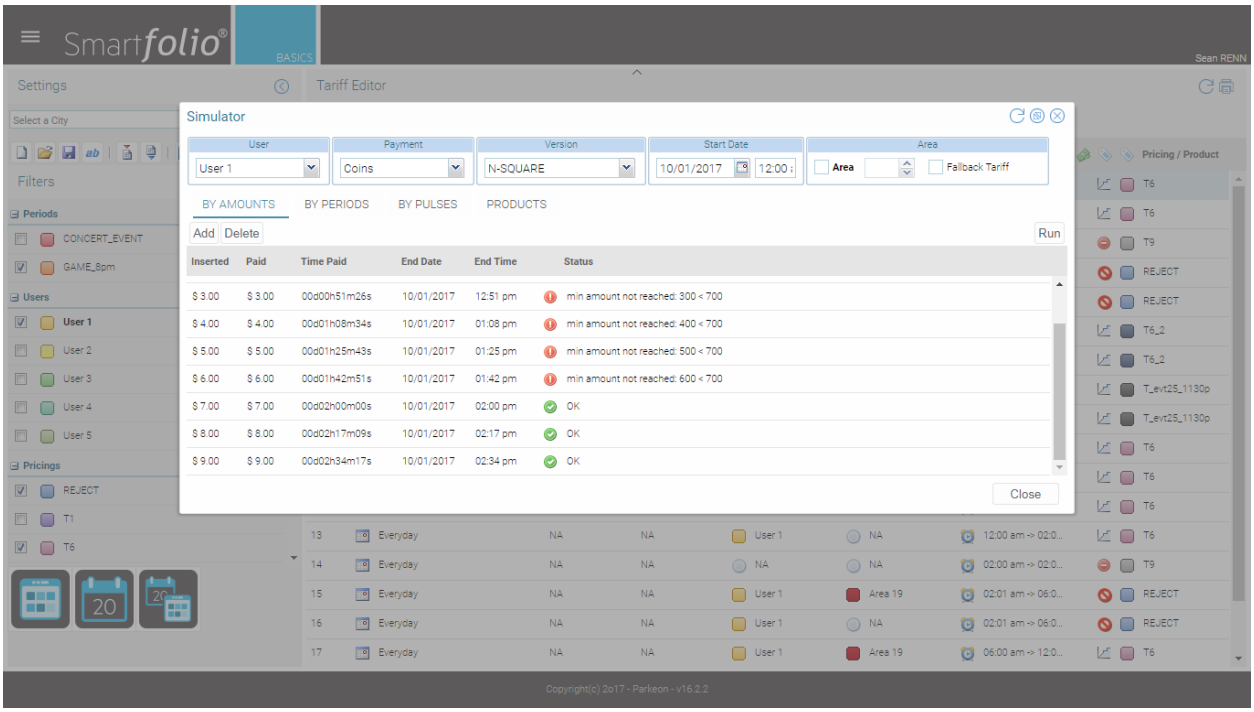
Rate Configuration – Calendar View



Rate Configuration – Rule Modification



Rate Configuration – Simulator



Training

The Flowbird and CivicSmart team will provide City of Spokane staff members with comprehensive training on both the equipment and the back-office suite. On the following pages please find our training outlines.

PARKING PAY STATION AND SINGLE SPACE METERS CUSTOMER TRAINING OUTLINE

I. Introduction

II. Multi-Space Meter Concept/Single Space Meter Concept

- Definition of Multi-Space and Single Space & Training Goals
- Multi-Space Meter Concept
- Single Space Meter Concept
- Question & Answer Period

III. Hardware Overview

- Introduction to Each Module and its Function Within the System
- Question & Answer Period

IV. Installation Procedure

- Machine Installation
- Commisioning
- Question & Answer Period

V. Theory of Operation

- Solar Power
- Coin System
- Card System
- Question & Answer Period

VI. Troubleshooting

- Using Machine Self-Diagnostics
- Using the “Theory of Operation” to Diagnose Faults
- Question & Answer Period

VII. Preventative Maintenance

- Preventative Maintenance
- Biannual Preventative Maintenance
- Question & Answer Period

VIII. Meter Application Software (On-site Programming)

- Initialization

- RAM/ Flash Memory Rate Changes
- Question & Answer Period

IX. Receipts & Enforcement Procedures

- User Receipts
- Collection Receipts
- Enforcement Procedures
- Question & Answer Period

X. Collections Procedures

- Cash Collection
- Credit Card Data Collection
- Question & Answer Period

XI. Software Modification and/or Upgrade

- Configuration changes
- Question & Answer Period

XII. Meters and Parts Ordering Procedures (Inventory)

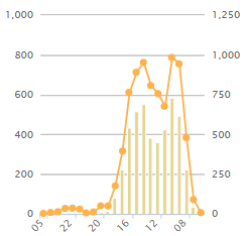
- Machine Order Worksheet
- Spares Order Worksheet
- Question & Answer Period

XIII. Peripheral Support Systems

- Back-Office Parking Management Tools
  - Set Up and Maintenance of User Passwords
  - Programming Changes
  - System Monitoring and Auditing
  - Raw Data File Collection
  - Credit Card File Analysis
  - Use of Financial and Statistical Capability
  - Reports
  - Question & Answer Period

XIV. Wrap-up & Final Question & Answer Period

BACK-OFFICE DATA MANAGEMENT SUITE CUSTOMER TRAINING OUTLINE



I. Terms

- Home screen
- Dashboard
- Workspaces

II. Workspaces

- Dashboard
  - Dashboard Manipulation
    - Opening, Settings, Refresh, Closing
- Maintenance
  - Terminals Out of Order
  - Maintenance Performed
  - Action Required
  - Consumables
  - Communication problems
- Financial
  - Cash In Terminals
  - Cash Collections
  - Parking Activity
  - Ticket Sales Analysis
  - Transactions
  - Mappable Stats
- Maintenance Workspace
  - Maintenance Alerts
  - Maintenance Progress
  - Sales Infrastructure Supervisor
- Collection Management Workspace
  - Collection Alerts
  - Collection Progress
  - Collection Results
- Transaction Workspace
  - Meter Transaction History
  - Parking Sales Supervision
- Pay By Space Workspace
  - Park Occupancy, Historical Occupancy
  - Enforcement Sessions

Management Proposal

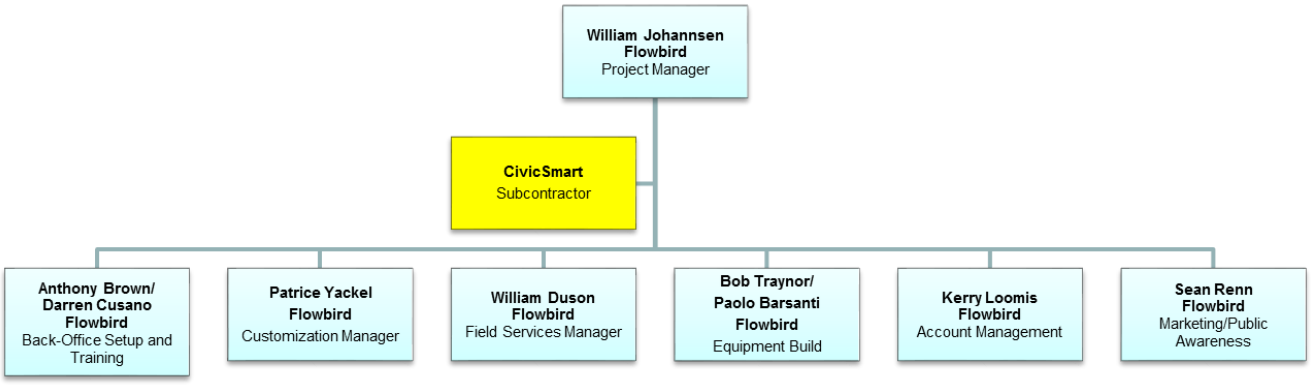
A. Project Management

1. Project Team Structure/Internal Controls

Flowbird will assign one main project manager/point of contact to manage the project. This project manager is surrounded by a strong support system providing the City with a high attention level concerning all aspects of the project – quality control, project control, and document control.

The Project Manager will be supported by Flowbird's Director of Business Development, Kerry Loomis, who will be the City's main commercial contact. Kerry will work with the City on contract execution and will continue as the City's main contact after the project is fully implemented.

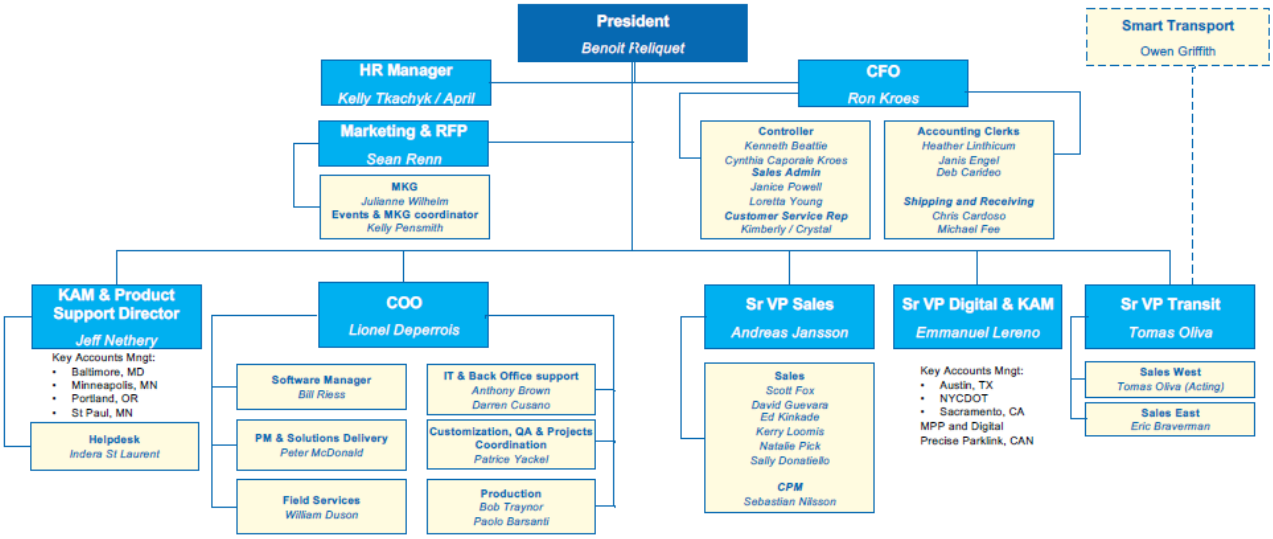
Below is a project organizational chart. Biography paragraphs of key staff members can be found in part B of this section.



Flowbird employs over 1,300 team members around the world, including over 80 in the United States. We have two main offices, one in Clearwater, FL and one in Moorestown, NJ. Both offices include warehouses where we build up and test the pay stations prior to shipment. We also store a complete parts inventory to ensure quick turnaround on spare parts orders and RMAs.

Following initial deployment, the City will be supported by our Customer Service team which as staff in both our Clearwater and Moorestown offices. Onsite support is managed by our Field Services Manager, William Duson. William will assign the technicians to this project who will manage the installation. Following installation, William will also be responsible for dispatching a technician of onsite service upon request by the City. Note that we have three technicians based on the West Coast (one in the Vancouver, WA area and two in California) as well as a technician in Colorado and a technician in Texas. These technicians will be your primary onsite resources. They will be backed up by Flowbird technicians located in other parts of the country as well as by local service partners approved by the City.

Below is an organizational chart of Flowbird US. On the following pages please find biography paragraphs of Flowbird's management staff.



EXPERIENCED MANAGEMENT TEAM

Each member of our management team has been in the parking industry for more than a decade. Our team has gained extensive knowledge of our clients' operations and how our technology can enhance parking in downtowns across the country.

Benoit Reliquet – President

Benoit leads the North American region for Flowbird, ensuring that our operations in Parking and Transit are successful. Prior to becoming President of Flowbird in February 2015, Benoit was the Research and Development Manager responsible for equipment design and delivery including mechanical, electronic and software development as well as pre-sales support. Leading up to that role, Benoit held positions within the company focused on new product development and engineering, software development, and project management.

Benoit joined Parkeon/Flowbird in 1999 and has an educational background in Electrical Engineering and Computer Science.

Andreas Jansson – Senior Vice President of Sales

Andreas manages all activities related to Parking Sales at Flowbird. Prior to the merger of Cale with Parkeon, Andreas oversaw the US operations for Cale, including daily management of the finance, sales, marketing, production, and support teams, serving on the Cale Group Management Team since 2007.

During his ten years of experience in the parking industry, Andreas has focused on improving operational efficiency, system integrations, and the implementation of new technologies. Andreas has held several positions within the Flowbird/Cale Group, primarily focusing on IT, customer support, customer solutions, and product management. Prior to accepting the position as Managing Director of Cale America, Andreas served as Director of Product Management and Operations for the Cale Group, overseeing the product roadmap and product maintenance for the company's full product and services offering.

Andreas's expertise stretches across a number of fields including international relations, customer relations, product life cycle management, organizational skills, web-based systems, M2M-systems, business communications, and parking optimization.

Emmanuel Lereno – Senior Vice President of Digital Services

Emmanuel joined Flowbird in 2005 and works with some of the company's largest US accounts including New York City, Austin, Las Vegas, and Sacramento to help build innovative systems to better manage mobility in their downtowns. Recently, Emmanuel assumed the role of Senior Vice President of Digital Services where he will focus on the development and expansion of Flowbird digital solutions such as big data Analytics, mobile parking payments, real-time parking guidance, off-street parking reservations, parking validations, and e-permits.

Emmanuel has a PhD in Business Intelligence and Machine Learning. His research topics covered the selection of relevant data sets and decision making using Deep Learning techniques. Emmanuel applied his research to complex models like stock exchange investment, risk management and oil field services.

Lionel Deperrois – Chief Operations Officer

Lionel oversees Customer Service, Project Delivery, R&D, Technical Support, and Parkfolio Support Departments for the Flowbird system in North America. His team supports an installed base of over 20,000 pay stations for over 300 client locations along with numerous mobile parking payment app deployments.

Lionel started at Parkeon/Flowbird 15 years ago in our Research & Development department, and was on the team that developed contactless smart card for the SNCF rail project which includes 1,500 Ticket Vending Machines throughout France. Lionel then moved onto to manage large projects such as our deployment of 240 Ticket Vending Machines in Toronto. He has worked on various international projects in countries such as France, Morocco, Poland, Canada, and the United States.

Jeff Nethery – Global Products Support Director

Jeff joined the Flowbird team in 2008. He has served in multiple roles in the US and internationally with Flowbird including Customer Service Director and Global Product Director.

Jeff has 30+ years of parking operations, management, consulting, and project management experience focused on improving operational efficiency, system integrations, and implementation of new technologies. Jeff's background includes customer service program development, public outreach and education programs, consulting and planning, contract negotiations and compliance, project team coordination, customer relations, business and partnership development.

Jeff is a graduate of the University of Washington in Seattle.

Sean Renn – Vice President of Marketing and Communications

Sean joined Flowbird in 2007 and has a Bachelor of Science in Marketing from Penn State University. Sean is responsible for directing all Marketing activities for Flowbird in the United States. His role includes working with clients and Flowbird staff to identify specific needs in order to improve Flowbird's equipment and systems. Sean also works with clients during the project kick-off phase, to provide guidance and assistance on introducing the new parking system to the public.

In addition, one of Sean's key roles is the management of partnerships with other parking vendors. He has worked closely with many Flowbird integration partners including CivicSmart, T2 Systems, POM, Streetline, Parkmobile, Genetec, Gtechna and others on partnerships and technical integrations.

2. Staff Qualifications/Experience

Below is a list of the key staff members that will lead this project for Flowbird.

Bill Johannsen – Project Manager

Bill has been with Flowbird since 2007, working with some of the largest parking organizations in the US. Bill has managed large scale parking projects for Flowbird in cities such as Las Vegas, Memphis, Philadelphia, St. Louis, Ventura, and Washington DC.

Bill's role is to oversee your project, work with our team internally to make sure your implementation is staffed correctly and that your deadlines are met. He will hold regular conference calls and meetings with your team before and after installation to give you status updates and answer any questions you have regarding your new system. Bill will also guide any subcontractor(s) throughout the implementation and training process.

Bill provides added value to your team as he is an expert in troubleshooting our equipment. This expertise helps the project go smoothly weeks and months after the launch because he can quickly assist your technicians with any issues without having to escalate the problem to a technician.

Peter MacDonald – Senior Project Manager

Peter joined Flowbird in March 2017 as Senior Project Manager. Peter started in the urban mobility industry in 2008, where he worked as an Area Manager at Central Parking System in Seattle, WA. There he had P&L responsibility for a diverse portfolio of operations and set scope of work, implementation guidelines and schedules for multiple sites' technology upgrades. He also managed the establishment of large scale sites including project procurement, hardware/software installation, general operations, and training plans.

From 2010 to 2017 Peter worked for Conduent as a Project Manager and then a Program Manager. In these roles, Peter built effective relationships with clients, vendors and coworkers in order to synchronize scopes of work to meet overall project goals. He also managed project schedules, procurement, budgets, accounting activity, quality assurance, and contracts.

Peter oversees the project management team at Flowbird. Peter will not be directly involved in the project on a day to day basis but he will be in communication with Bill Johanssen during this project and he will provide guidance and assistance where they are needed.

Anthony Brown – Back-Office Manager

Anthony joined Flowbird in 2011 and attended both Georgia Southern University and Savannah State University. He has 20 years of experience in back-office system configuration and customer service. In his current role, Anthony is responsible for the initial setup of client systems including configuring the back-office, integrating with 3rd party systems, and setting up credit card accounts.

Patrice Yackel – Customization Manager

Patrice has worked with Flowbird for over 15 years in various capacities. Her broad experience in accounting, customer service, Help Desk and service department management has made her a true partner to our customers. She has ensured timely installations to hundreds of satisfied customers. Her role at Flowbird is to oversee our software customization team, making sure that testing processes are being followed and that the customers are satisfied with the transaction flow seen by the end users.

William Duson – Field Service Manager

William has over a decade of field service experience, spending 11 years with Sunoco Corporation prior to coming to Flowbird in 2010. His work at Sunoco included the service of every aspect of service station maintenance, from back-office systems to maintenance of the pumps, and included electrical, mechanical, and hydraulic work. William was also the primary resource for training of new technicians.

In William's current position, he supervises and dispatches our field technicians. This includes selecting the right technician for project implementations. Prior to this management position which he assumed in 2019, William was a lead field technician in charge of installation of Flowbird equipment, on-site project management, on-site maintenance and service, system upgrades, and training. William supported Flowbird's East Coast and Midwest clients such as Atlanta, Boston, Cleveland, Newark, Philadelphia, Miami, and Savannah.

Paolo Barsanti – Production and Solutions Manager

Paolo Barsanti represents Flowbird as a highly effective contributor to the parking industry for more than 10 years. Getting his start as a programmer, Paolo has advanced to the role of Production & Solutions Manager for Flowbird. In this role, Paolo is directly contributing to the customer and end-user experience with vendor provided solutions in the parking industry by managing programming, production and repair.

Robert Traynor – Manufacturing Manager

Bob has been with Flowbird for over 20 years and has a total of 25 years experience in technical positions in engineering, product marketing, customer service and quality control. Bob has taken apart and rebuilt just about every make and model of pay station that Flowbird has offered. His in-field expertise is boundless.

Over his many years with Flowbird, Bob has provided critical and invaluable installation support, training, trouble-shooting and Level 2 customer service, and pre-sales support. He has also provided project management services with large municipal installations and new product introductions. Additionally, he has designed, developed and released over 40 interfaces for proprietary Smart Card readers, and plays a key role in our Buy America certification for Federally funded projects.

Kerry Loomis – Director of Business Development

Kerry began her tenure in parking management over 15 years ago serving as an executive to a private operator. She consulted vastly with municipal clients across the United States to build their parking programs from free parking to manage paid parking using a wide range of technology. She is highly experienced in understanding many of the challenges that come with stakeholder communication, community outreach, integrations from every aspect to including LPR, citation issuance/collections, coupons and validations, and off-street operations.

Kerry joined our team in January 2018 and is directly responsible for ensuring our continue success throughout the Western part of the United States. She will be one of your direct Flowbird resources throughout the project and through the contract period.

B. Experience of the Firm

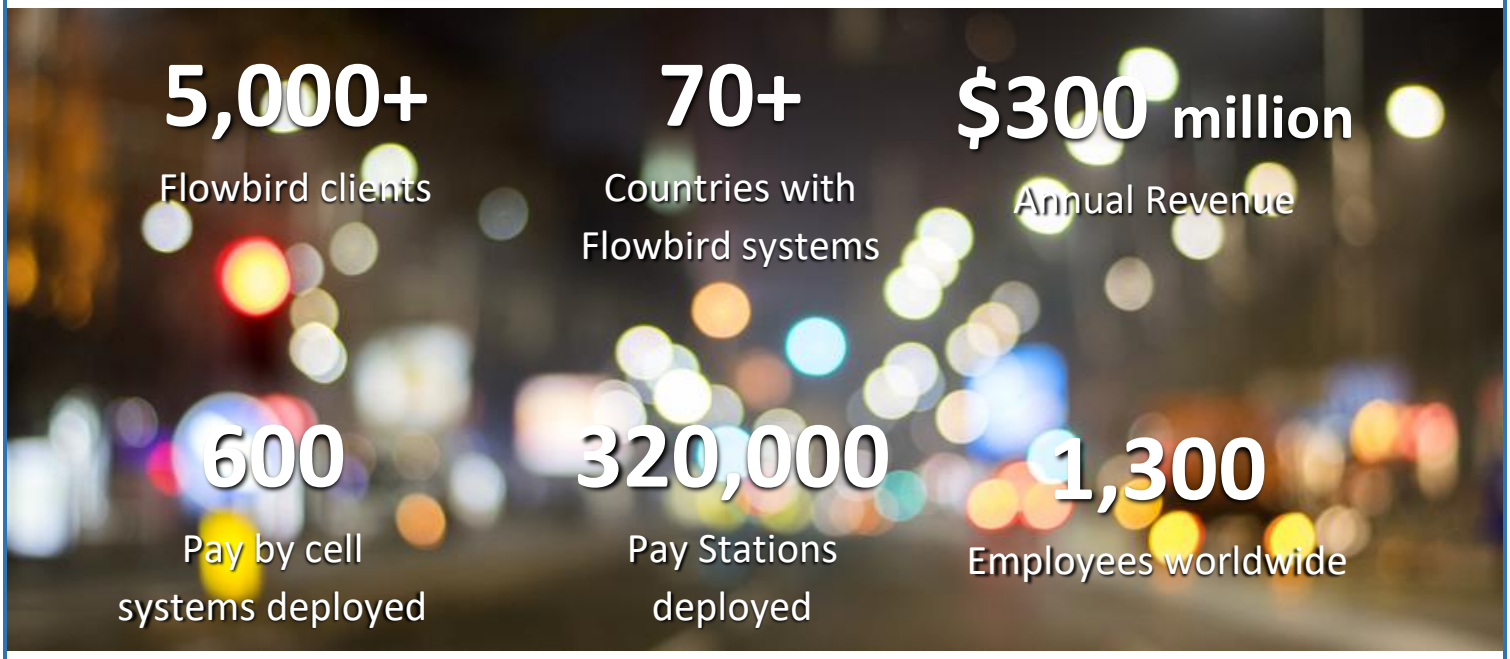
1. Firm and Subcontractor Experience

Flowbird is the largest provider of on-street parking solutions in the world. In January 2018, Flowbird and Cale merged together to change the urban mobility landscape and reinforced its position of Global Worldwide Leader in Urban Intelligence and Mobility. Together we have more than 100 combined years of experience in the parking industry with systems in more than 70 countries. With more than 1,300 combined employees around the globe, the company has an annual revenue of over $300 million.

Technology is a dynamic and vibrant environment that changes continuously. Managing that change with our clients has always been our strength. We solve Smart City and Smart Campus challenges. Our solutions go well beyond the concept of parking: we design and build complete ecosystems with strong Business to Business and Business to Consumer components. Our missions are diverse and cover a wide variety of services like:

- Managing technology convergence: On Street, Off Street Parking and Transportation
- Simplifying mobility to citizens by helping drivers to find a space using real time occupancy analytics
- Collecting and sharing mobility data in real time through our Open Data Analytics platform
- Global and Digital approach in managing user rights and digital permits including data correlations for optimum dynamic pricing strategies
- Reinforced communication: Push local information to residents and visitors
- Invigorate downtown commerce through hyper-local advertising and couponing campaigns

Complex projects have kept us on the leading edge of the industry and as a result, we remain the forerunner in the delivery of highly advanced parking and transit control systems and a natural component of the City's Internet of Things. Most importantly, our systems are designed for the long run with strong local support in the U.S. and Canada to enable your team and operations to benefit the most of our technology and know-how.



Smart City Solutions Throughout The United States

The core customer base of Flowbird is municipalities, transit agencies, and Universities. Our team supports transit and parking solutions for major organizations across the U.S. including:

Municipalities

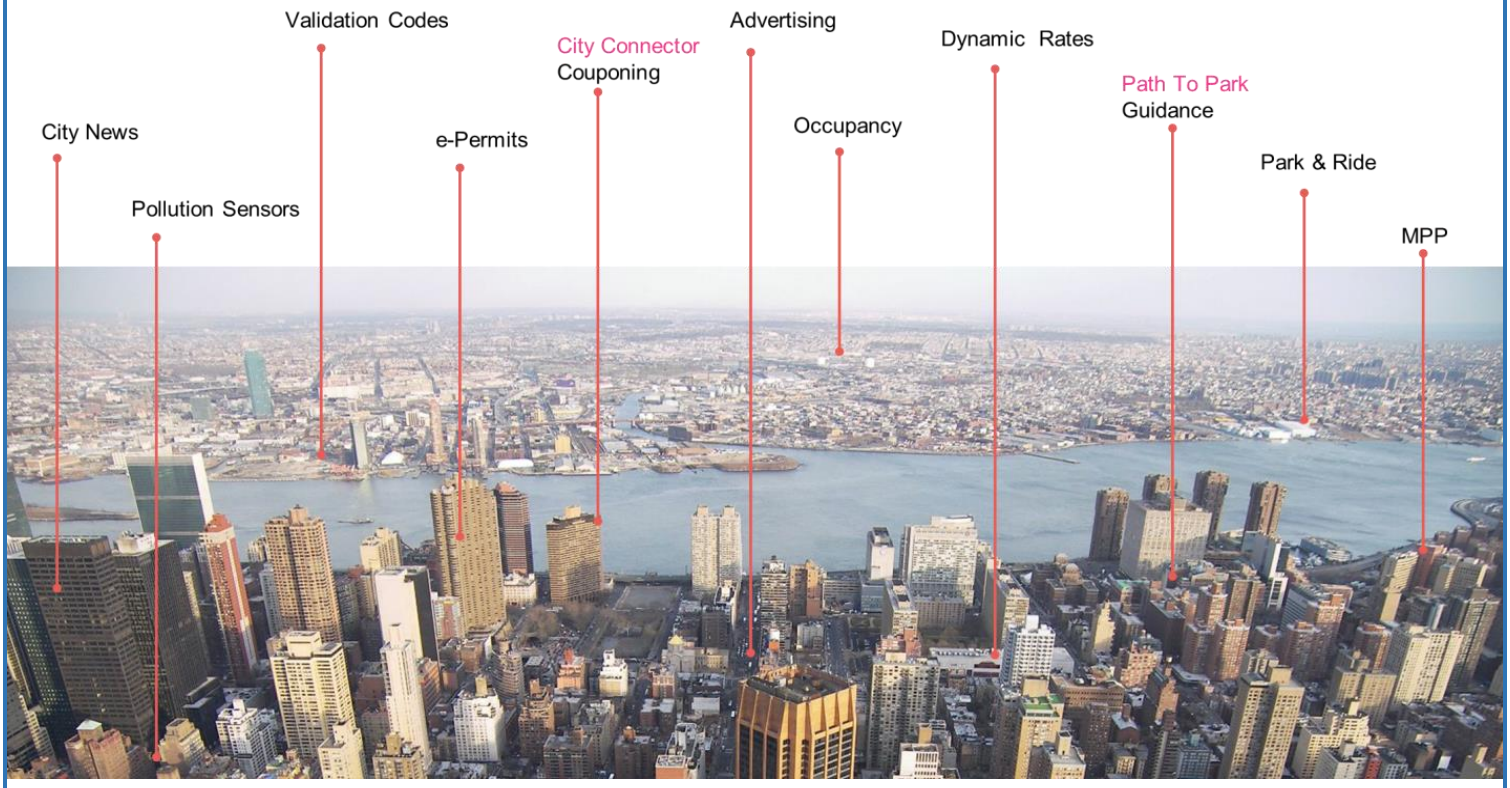
Atlanta, GA
Austin, TX
Baltimore, MD
Boston, MA
Boulder, CO
Detroit, MI
Chicago, IL
Hartford, CT
Indianapolis, IN
Las Vegas, NV
Los Angeles, CA
Miami, FL
New York, NY
Philadelphia, PA
Pittsburgh, PA
San Antonio, TX
Spokane, WA
St. Louis, MO
Tacoma, WA
Washington, DC

Transit Agencies

Community Transit (Everett, WA)
C-Tran (Vancouver, WA)
Hudson Link (Westchester Cty, NY)
King County METRO (Seattle, WA)
Lane Transit (Eugene, OR)
Loop Trolley (St. Louis, MO)
M1-Rail (Detroit, MI)
METRO Houston
METRO Minneapolis/St. Paul
New Jersey Transit
New York City Transit
NORTA (New Orleans)
Oklahoma City Streetcar
Portland Streetcar
Sacramento RT

Universities

Clemson University
Colorado State University
Florida International University
Harvard University
Indiana University
Southern Illinois University
State University of New York
Texas Tech University
University of Arkansas
University of Colorado
University of Kansas
University of Maryland
University of Missouri
University of New Hampshire
University of North Florida
University of Oklahoma
University of San Diego
University of Texas
Washington State University



Comparable Operations

FLOWBIRD has over 300,000 multi-space meters installed worldwide, including more than 40,000 in the United States. No other vendor has implemented more large scale multi-space meter projects than Flowbird.

- **Albany, NY** — **160 Pay Stations**
- **Alexandria, VA** — **250 Pay Stations**
- **Arlington, VA** — **700 Pay Stations**
- **Atlanta, GA** — **330 Pay Stations**
- **Austin, TX** — **900 Pay Stations**
- **Baltimore, MD** — **860 Pay Stations**
- **Chicago, IL** — **4,700 Pay Stations**
- **Boston, MA** — **140 Pay Stations**
- **Boulder, CO** — **200 Pay Stations**
- **Breckenridge, CO** — **70 Pay Stations**
- **Buffalo, NY** — **130 Pay Stations**
- **Coral Gables, FL** — **220 Pay Stations**
- **Detroit, MI** — **460 Pay Stations**
- **Durham, NC** — **155 Pay Stations**
- **Fort Worth, TX** — **118 Pay Stations**
- **Grand Rapids, MI** — **250 Pay Stations**
- **Hartford, CT** — **250 Pay Stations**
- **Las Vegas, NV** — **230 Pay Stations**
- **Los Angeles, CA** — **135 Pay Stations**
- **Manchester, NH** — **200 Pay Stations**
- **Minneapolis, MN** — **690 Pay Stations**
- **Memphis, TN** — **140 Pay Stations**
- **Miami, FL** — **300 Pay Stations**
- **New York, NY** — **14,000 Pay Stations**
- **Oklahoma City, OK** — **175 Pay Stations**
- **Oakland, CA** — **290 Pay Stations**
- **Pasadena, CA** — **110 Pay Stations**
- **Philadelphia, PA** — **70 Pay Stations**
- **Pittsburgh, PA** — **1,000 Pay Stations**
- **Portland, OR** — **1,860 Pay Stations**
- **Providence, RI** — **105 Pay Stations**
- **Rochester, NY** — **130 Pay Stations**
- **Sacramento, CA** — **200 Pay Stations**
- **Salem, OR** — **156 Pay Stations**
- **San Antonio, TX** — **130 Pay Stations**
- **Savannah, GA** — **260 Pay Stations**
- **St. Louis, MO** — **725 Pay Stations**
- **Syracuse, NY** — **300 Pay Stations**
- **Tacoma, WA** — **160 Pay Stations**
- **Tulsa, OK** — **190 Pay Stations**
- **Vancouver, WA** — **180 Pay Stations**
- **Washington DC** — **950 Pay Stations**

Subcontractor Information

CivicSmart

CivicSmart is a leading innovator of "Smart City" parking products, technologies, and services. Their "Smart City" solutions include smart parking meters, vehicle detection sensors, citation enforcement software and handheld citation issuance devices, and comprehensive data management systems.

In 2015, CivicSmart, Inc., acquired Duncan Parking Technologies, Inc., which has provided innovative parking equipment, services and systems to municipalities around the world for 83 years.

CivicSmart's fundamental business is to provide parking equipment and systems that help municipalities get the highest return from their investment. Worldwide, they serve 1,500 cities and other local agencies with parking equipment and services. They have been installing parking meters with credit card acceptance for 2 decades, establishing smooth processes for timely implementation of real time, wireless processing and analytic capabilities. Their expertise is demonstrated with large-scale installations of Liberty meters, enforcement handhelds and vehicle sensors.

The Liberty family of smart meters have been deployed since 2013 in over 50 cities including El Paso, TX, Charleston, SC, Iowa City, IA, Birmingham, MI, Evanston, IL, Atlanta, GA, Durango, CO, Chester, PA, Corpus Christi, TX and Spokane, WA.

CivicSmart's innovative Vehicle Detection Sensors have been patented around the world and have been deployed on 5 continents including in the US (El Paso, TX, Fort Collins, CO, Florida DOT, Sedona, AZ), Australia (North Sydney, Penrith, Wyong), Asia (Dubai, Abu Dhabi, India), Africa (Zimbabwe) and South America (Brazil).

Their AutoISSUE enforcement software has helped hundreds of cities issue parking citations for 35 years. Cities using our innovative AutoISSUE software today include San Diego, Atlanta, New Orleans, Miami-Dade, Detroit, and, later this summer, Philadelphia.

For the City of Emeryville, Flowbird is proposing the following CivicSmart products:

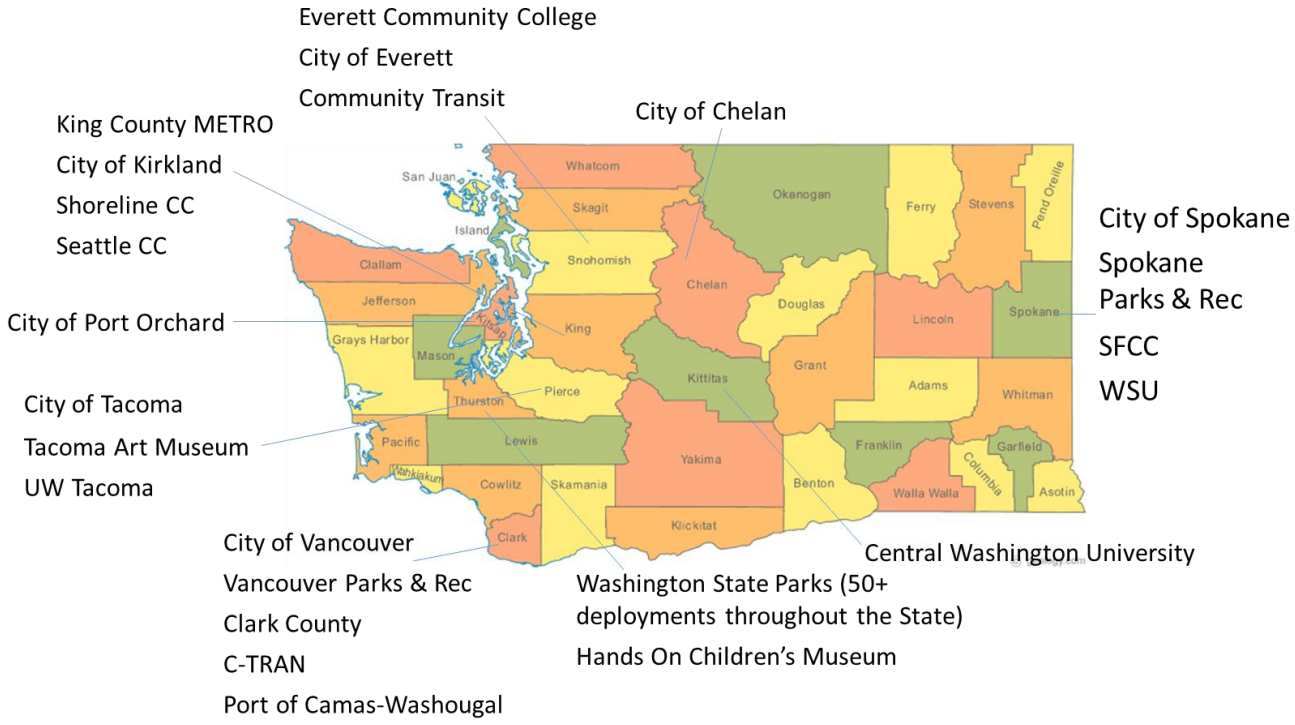
- Liberty Next Gen Smart Parking Meter
- Parking Enterprise Management Systems (PEMS)
- Vehicle detection sensor system

All of these are cutting-edge solutions at a price that cities can afford without having to raise meter rates and citation fines.

2. Other Relevant Firm Experience

Washington State Presence

Flowbird has been a leading supplier of pay station systems throughout Washington State for over a decade. We support over 750 pay stations in the State, with a wide range of functionality. Our pay stations are being used for on-street parking, off-street parking, bus fare payment, ferry ride payment, admission passes, and boat launch passes. Below is a map of locations in Washington State that utilize Flowbird technology.



Agencies in the State that have larger quantities of pay stations are as follows:

City of Tacoma
160 Pay Stations

City of Vancouver
180 Pay Stations

State Parks
56 Pay Stations

Community Transit
132 Pay Stations

Pay by Plate Leader

No other vendor has deployed more Pay by Plate systems than Flowbird. We have deployed 240 Pay by Plate systems in the US alone covering approximately 85,000 parking spaces.

Pittsburgh, PA, was the first large scale Pay by Plate deployment in the US in 2012, and they currently have 1,000 Flowbird pay stations.

Recently, Flowbird implemented over 4,700 Pay by Plate pay stations throughout the **City of Chicago**, making that project the largest Pay by Plate implementation in the country.

Below are some other comparable Flowbird Pay by Plate (PbP) deployments.

City of Aspen
80 PbP Pay Stations

City of Atlanta
300+ PbP Pay Stations

Hartford Parking Authority
200 PbP Pay Stations

City of Detroit
400+ PbP Pay Stations

Miami Parking Authority
300 PbP Pay Stations

Salem, OR
150+ PbP Pay Stations

3. Relevant Contract List

Below is a list of relevant Flowbird contracts. We have over 600 clients utilizing our multi-space pay station systems and are happy to share more details on the projects below and additional projects.

Agency	Contact	Phone Number	Email Address	Services
City of Alexandria, VA Client since 2008. Current contract started in 2018.	Matt Melkerson	703-746-4087	Matt.Melkerson@alexandriava.gov	Pay by Plate Pay Stations
County of Arlington, VA Client since 2005. Current contract started in 2017.	Jason Barnett	703-228-7952	jbarnett@arlingtonva.us	Pay & Display Pay Stations
City of Aspen, CO Initial contract term 2014 to 2015 with services ongoing	Mitch Osur	970-920-5267	mitch.osur@cityofaspen.com	Pay by Space Pay Stations Mobile App
City of Durham, NC Contract term started in 2016	Thomas Leathers	919-560-4366	Thomas.Leathers@durhamnc.gov	Pay by Plate Pay Stations
City of Grand Rapids, MI Contract term started in 2018	Josh Naramore	616-456-3079	jnaramore@grcity.us	Pay by Space Pay Stations
City of Oklahoma City, OK Initial contract term started in 2012. Current contract started in 2017.	Cory Hubert	405-297-2932	cory.hubert@okc.gov	Pay by Plate Pay Stations Contract executed for mobile app
City of Salem, OR Contract term started in 2015 and we are providing ongoing services	Sara Long	503-588-2065	slong@cityofsalem.net	Pay by Plate Pay Stations
City of Trenton, NY Contract term started in 2019	Anthony Santora	609-989-3611	asantora@trentonnj.org	Pay & Display Pay Stations
City of Tulsa, OK Contract term started in 2018	Toby Moreland	918-527-0177	tmoreland@cityoftulsa.org	Pay by Plate Pay Stations
Lancaster Parking Authority Initial contract term was from 2014 to 2018 with services ongoing	Larry Cohen	717-299-0907	lcohen@lancasterparkingauthority	Pay by Plate Pay Stations

C. References

CWT Pay Station References

City of Portland, OR

Flowbird client since 2004
2,000 Flowbird Multi-Space Meters

Contact - Chris Armes
Portland Bureau of Transportation
1120 SW 5th Avenue, Suite 800
Portland, OR 97204
Tel: 503-823-7051
Email: chris.armes@portlandoregon.gov

The City of Portland, OR has been a Flowbird client for over 15 years. They were one of the first major cities to adopt multi-space parking meter technology as the predominant way to manage on-street parking.

The City currently has over 1,800 Flowbird pay stations. For the last 15 years the City has operated in Pay & Display configuration, and now the pay stations are being upgraded to Pay by Plate with full color touch screen.

The Parking Department utilizes the CWT Pay Station line of products while the Portland Streetcar department utilizes Strada Pay Stations.

Pittsburgh Parking Authority

Flowbird client since 2005
1,000 Flowbird Multi-Space Meters

Contact – David Onorato, Executive Director
232 Blvd. of the Allies
Pittsburgh, PA 15222
Tel: 412-560-2511
Email: donorato@pittsburghparking.com

The Pittsburgh Parking Authority has been a Flowbird client since 2005, starting with 50 Pay & Display pay stations.

In 2012, the City awarded Flowbird the largest multi-space meter contract of the year after a comprehensive RFP process. Flowbird provided the best total solution; pay stations and back office software, mobile license plate recognition, citation solution, and communications and marketing. Five hundred CWT Pay by Plate meters were installed throughout the City. At that point, Pittsburgh became the first city in the US to commit fully to Pay by Plate parking. An additional 340 pay stations were added in 2013.

Today, the Authority has over 1,000 pay stations. The system is integrated with Gtechna for Pay by Plate enforcement.

City of Chicago/Chicago Parking Meters, LLC

Flowbird client since 2009
4,700 Flowbird Multi-Space Meters

Contact – Dennis Pedrelli
Chicago Parking Meters, LLC
205 North Michigan Ave. Suite 1910
Chicago, IL 60601
Tel: 312-262-6865
Email: dpedrelli@amigroupllc.com

Chicago Parking Meters, LLC (CPM) operates all of the on-street parking in the City of Chicago. Flowbird's initial contract with CPM occurred in 2009. In 2018, CPM released an RFP to install Pay by Plate parking meters throughout the City. Today there are 4,700 touch screen, solar powered Pay by Plate Flowbird Pay Stations covering over 36,000 parking spaces. The system is integrated with the City's enforcement and mobile phone payment vendor.

Strada Pay Station References

City of Vancouver, WA

Flowbird client since 2002
180 Flowbird Multi-Space Meters

Contact – Steve Kaspan
415 W. 6th Street
Vancouver, WA 98660
Tel: (360) 487-8658
Email: steve.kaspan@cityofvancouver.us

The City of Vancouver is the fourth largest city in Washington State with a population over 160,000 and growing. Located across the bridge from neighboring Portland, OR, Vancouver faces many of the same parking challenges that other cities face as they continue to develop their downtowns.

Flowbird has been a partner to the City of Vancouver for almost 20 years. Currently the City utilizes 180+ Flowbird Pay Stations, accepting coins and credit cards, operating on solar power. The devices feature 7" full color display screens and customizable capacitive keyboards, making parking payment simple.

All of the Flowbird devices are wirelessly connected to our back-office management system giving the City complete monitoring and reporting capabilities.

City of Tacoma, WA

Flowbird client since 2010
160 Flowbird Multi-Space Meters

Contact – Eric Huseby
415 W. 6th Street
Vancouver, WA 98660
Tel: (253) 591-5437
Email: ehuseby@ci.tacoma.wa.us

In 2010, after years of planning, the City of Tacoma implemented paid parking downtown to help ease traffic congestion and make it easier for motorists to find parking. The City chose the Flowbird multi-space meter system as its preferred solution for this important project.

Currently the City has 160 Strada Pay Stations all solar powered and wirelessly connected to Flowbird back-office parking management system.

City of Atlanta, GA

Flowbird client since 2010
300 Flowbird Multi-Space Meters

Contact – Calvin Watts
55 Trinity Avenue, SW, Ste 4700
Atlanta, GA 30303-0394
Tel: 404-330-6216
Email: CLWatts@atlantaga.gov

The City of Atlanta (population over 400,000) has been a Flowbird client since 2010 when 200 Strada Pay Stations were installed in strategic areas within the downtown. These devices were configured for Pay by Space parking until 2017 when the City switched to Pay by Plate parking. During the transition to Pay by Plate, the City upgraded its current Stradas with full color display screens and alphanumeric capacitive keyboards. The City also expanded its utilization of the Stradas bringing their inventory total to just over 300 pay stations.

All of the Stradas in Atlanta utilize cellular communications to enable remote management and enforcement of the system. This includes integration with the City's citation issuance provider (CivicSmart) and its license plate recognition supplier (Genetec).

In December 2019, the City adopted the Flowbird mobile app as an additional means of parking payment.

Spokane Falls Community College (Spokane, WA)

Flowbird client since 2011
5 Flowbird Multi-Space Meters

Contact – Ken Demello
3410 W. Fort George Wright Dr, Spokane, WA 99224-5288
Tel: 509-533-3407
Email: Kenneth.DeMello@sfcc.spokane.edu

Spokane Community College utilizes five Strada Pay Stations to manage parking on two campus locations. The Stradas accept coins, bills, credit cards, as well as validation codes. The College uses Flowbird's Smartfolio back-office system to help manage the paid parking system.

RFP #5207-19 PAID PARKING EQUIPMENT – ADDENDUM 2 – ATTACHMENT A
Vendor: Parkeon, Inc. dba Flowbird

#	Technical Requirements	Firm Response	Comments, Explanation and/or Clarification
General Firm Credentials			
1	Firm has significant Public Sector market presence - provide number of customer implementations.	Meets	Flowbird has deployed systems in over 400 cities across the US and 5,000 around the globe.
2	Firm has a service support center (support and implementation personnel only) dedicated to the proposed product?	Meets	Flowbird will dedicate a project manager along with project support personnel to ensure a successful implementation.
Licensing			
1	Describe your licensing (user, application and database) for Hosted, SaaS or On Premises.	Hosted	Flowbird provides a hosted solution. Users of the system are granted a license for access to our back-office parking management suite.
Project Implementation and Training Plan			
1	The Firm shall include a typical timeline with this Proposal including major milestones for tasks and subtasks, dates and both Firm and customer resources.	Meets	Please refer to the implementation schedule on page 9 of our Technical proposal.
2	Include a description of your overall approach to each of the following task areas (if applicable):	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
	a) System Installation	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
	b) System configuration	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
	c) Data Conversion	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
	d) Training (A sample of training materials & documentation should be included)	Meets	Please refer to the training outlines starting on page 68 of our Technical proposal.
	e) Test planning and execution	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal. Please refer to our Project Approach starting on page 4 of our Technical proposal.
	f) System interface design and support	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
	g) System roll-out, procedures, and support	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
3	Please describe your current project management methodology.	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
Support			
1	The City of Spokane expects that annual support will include all updates, enhancements and training to the proposed solution. Describe how your solution meets this requirement.	Meets	Flowbird will provide annual support at no additional charge via phone, email and automatic updates of the back-office parking management system. Flowbird will provide training during system installation and will provide refresher trainings upon request each year of the contract.

2	Describe your ongoing user support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period.	Meets	Please refer to page 6 of our Technical proposal.
3	Describe your escalation process for issues that are not resolved during initial call.	Meets	Issues that are not resolved during the initial call are escalated to our global support team or to the customer service manager.
4	The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.	Meets	Flowbird is able to provide this level of service.
5	Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.	Meets	Flowbird uses Salesforce.com for our local support team to raise issues that cannot be resolved at the local level. These requests are electronic service tickets which are tracked by the assigned coordinator. Status updates are communicated via Salesforce.com and by email.
6	Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.	Meets	Enhancement requests should be discussed with your Business Development Manager who can communicate the needs internally at Flowbird. Development requests are formally raised to management and follow-up calls are held on a regular basis to understand the need, see if we already have a solution available, or decide to provide a quotation for the development (if necessary).
7	Live support is available for any issues Monday – Friday, 8am – 5pm (PST), or other reasonable timeframe during typical business hours. Please provide SLA agreements.	Meets	Flowbird is able to provide live support within the requested hours. Our proposal includes our standard Connectivity and Services agreement.
8	Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.	Meets	Service outages are communicated via email. Bug fixes, updates, known issues, and EOL dates are typically communicated through your Business Development Manager.
9	Describe account and support management methodology if provided such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.	Meets	Your Business Development Manager is responsible for working with the City on an ongoing basis to ensure we are providing the parking system that meets the City's needs. While our customer service help desk is available for technical questions, the Business Development Manager is available to you to look at the "big picture." We also have support resources that assist the Business Development Manager with her role. There is no additional costs to meet with our Business Development Managers.
General System Specifications			

1	City of Spokane staff does not have administrative rights to install or upgrade applications and plug-ins on their computers. Describe any and all components that must be installed locally on a client machine, including Internet Explorer and Office plug-ins. Describe your support for packaging these components, if any, for automated installation.	Meets	The Flowbird back-office suite is accessed through standard web browsers such as Chrome, Firefox and Explorer. No special software is needed. The Flowbird help desk and your assigned project manager are available to asset with the setup of the system.
2	Internally, the City of Spokane has standardized on a Microsoft desktop platform: Windows operating system, Office suite, and Internet Explorer browser. The selected application Firm is expected to support all features and functionality within this environment. List versions currently supported by your product and describe your policy for adopting new versions of these products.	Meets	The Flowbird back-office suite is accessed through standard web browsers such as Chrome, Firefox and Explorer. Data can be exported to Excel/.csv files and via PDF files. The system supports current and past versions of these softwares.
3	City of Spokane requires the solution be compatible with multiple modern internet browsers for customer access via various platforms such as smart phones, tablets, desktops, etc. List the browsers and their versions(s) that your system currently supports and describe any functionality restrictions and limitations with your solution.	Meets	The Flowbird back-office suite is accessed through standard web browsers such as Chrome, Firefox and Explorer.
4	Any on premise components of the proposed solution must work in the city's current technical environment. If Proposal includes an on premise technology component, please describe the components that would be on premise and the environments supported/required. Include networking components and configurations required to support the proposed solution. If applicable, also describe any remote access to the city's network that your staff requires for implementation and/or ongoing support.	Meets	The Flowbird system solely relies on internet connection to standard web browsers.
5	Role Based Access Control (RBAC) allows the System Administrator to create user "profiles" that allow and grant user security rights to various functions of the system. Individuals or groups can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile that gives them all the rights of the particular group. Describe how your system provides RBAC management and the level of granularity.	Meets	The Flowbird back-office suite allows the City's administrator to decide which level of access rights each staff member will have. Users can have access to system configuration (e.g. rate and message changes), financial details, maintenance information, and collection information or be limited to less access. Various alarms and alerts can also be turned on or off per user.
Network Requirements			
1	Specify maximum allowed latency requirements	Meets	The system will only time out if there is weak or no connection to the City's internet connections.
2	Specify the typical amount of network traffic generated by this application in Mbps	Meets	It is recommended to have an MBPS of at least 4 for your internet speed. The network speed is mainly important when you are downloading files from the system or selecting large amounts of data.
3	Specify the minimum network bandwidth required for each client installation in Mbps	Meets	It is recommended to have an MBPS of at least 4 for your internet speed. The network speed is mainly important when you are downloading files from the system or selecting large amounts of data.

4	Specify all network ports that will need to be opened for both clients and network firewalls.	Meets	Ports 80 and 443 need to be opened.
5	Specify all public IP addresses that will need to be accessed by clients or servers.	Meets	The system is web based, just needing access to a standard web browser.
6	Specify any special IP address or protocol requirements for server or client PCs	Meets	There are no special IP address or protocol requirements for server or client PCs.
7	Specify remote access requirements and identify remote access users/equipment	Meets	Flowbird's back-office suite can be accessed by any device that has an internet connection and standard web browser. The system is password protected.
8	Specify physical switch port count requirements and port speed	Meets	The system is web based, just needing access to a standard web browser.
9	Specify any special network design requirements	Meets	There are no special network design requirements. The system is web based, just needing access to a standard web browser.
10	Specify if there are any QOS requirements	Meets	There are no QOS requirements
11	Specify any telephony requirements analog and or IP	Meets	The system is web based, just needing access to a standard web browser.
12	Specify any wireless access requirements	Meets	The system is web based, just needing access to a standard web browser.
13	Specify fiber or ethernet cabling requirements	Meets	The back-office system is web based, just needing access to a standard web browser. The pay stations can utilize a standard ethernet connection if desired/needed
14	Specify power requirements for all new equipment	Meets	The pay stations operate on battery power trickle charged by the solar panel or AC power connection.
15	Identify any certificate requirements	Meets	There are no certificate requirements. The system is web based, just needing access to a standard web browser.
Third Party Contracting			
1	Identify any/all 3rd party subcontractors and/or cloud service providers you contract with for your solution.	Meets	Flowbird hosts the data directly in our secure data centers. Where needed we contract with Amazon Web Services.
2	If using 3rd party subcontractors and/or cloud service providers describe the agreements you have with them for system security, business continuance, backup and restoration services, system availability, maintenance windows, hours of support, and penalties for violating prescribed uptime.	Meets	We do not anticipate using a 3rd party subcontractor for hosting for this project.
Upgrades			
1	Describe your typical average upgrade schedule (frequency of version releases, patches, length of time to implement, notification process) and documentation provided.	Meets	The back-office suite is updated automatically as upgrades are implemented. These updates do not impact customer use.
2	Describe your notification practices for:	Meets	
	a) Planned outages	Meets	Flowbird sends email notifications of planned outages.
	b) Changes to the application and/or database	Meets	Application/database changes that impact client use will be emailed directly to the client.

	c) Unplanned outages	Meets	Flowbird sends email notifications of unplanned outages.
	d) Product sunset	Meets	Product sunset that impacts the clients are communicated to the client by the Business Development Manager.
3	Describe any test or "sandbox" environments you would provide to the City of Spokane.	Meets	We are able to setup a "virtual" machine number for a pay station. This allows you to assign a pay station a special number so it can be identified as a test machine, so revenue reporting is not impacted.
4	Describe typical upgrade effort (downtime, level of difficulty, length of time to upgrade/update)	Meets	Back-office suite upgrades/updates happen automatically and typically do not impact client use.
Communications and Operations Management			
1	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Meets	Yes, our Managed Business Service policies document procedures for managing our IT infrastructure.
2	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research and, if so, for what length of time?	Meets	Customer transaction data is stored online for 2 years and off line for 10 years.
3	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Meets	Yes, our Managed Business Service policies document procedures for managing our IT infrastructure.
4	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?	Meets	Yes, our systems are scanned for vulnerabilities. Our payment systems are scanned by a 3rd party on a monthly basis for any vulnerabilities according to PCI standards.
5	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?	Meets	Yes, we have implemented an intrusion detection/prevention system. The system is monitored 24/7.
6	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?	Meets	Yes, we encrypt data send over the network and in storage.
7	Is City of Spokane data ever stored on non-company managed equipment?	Meets	No, data is stored in our secure data centers, monitored 24/7.
Public Records			
1	What is the procedure to retrieve bulk data in response to a PRR?	Meets	The City should request bulk data through our help desk via email.
Risk Assessment and Treatment			
1	Is there a risk assessment program in place?	Meets	Yes, we have a documented risk assessment program in place.
2	Is there a process to monitor, track, and remediate all identified risks on an ongoing basis?	Meets	Yes. Our system is based on GRPR best practices.
Security Policy			
1	Is there an information security policy?	Meets	Yes, please see our attached Information Security Policy.

2	Have information security policies been reviewed in the last 12 months?	Meets	Yes, our security team meets on a monthly basis and updates policies as needed.
3	Is there an Acceptable Use Policy for employees, contractors, temporary staff, etc.?	Meets	Yes, Flowbird has documented policies and procedures for contracted resources.
4	Is the information security policy communicated to constituents?	Meets	The information security policy is communicated to Flowbird management and IT staff. The policy is available for customer review upon request.
Organizational Security			
1	Is there an individual or group responsible for security within the organization?	Meets	Yes, our Information Security Manager is Luc Porchon. He is responsible for managing information security in our organization.
2	Are contacts with information security special interest groups, specialist security forums, or professional associations maintained?	Meets	Flowbird follows GDPR guidelines.
3	Has an independent third-party review of the information security program been conducted in the last 12 months?	Meets	The Flowbird system is audited on an annual basis for its PCI certification.
4	Does management require the use of confidentiality or non-disclosure agreements with external parties (including Vendors or Suppliers)?	Meets	Yes, non disclosure agreements are utilized with external parties.
5	Is access to City of Spokane data (or the processing facilities hosting such data) provided to external parties?	Meets	Encrypted data is stored off site in the safe of an external security company.
6	Is the penetration testing conducted by a 3rd party?	Meets	Yes, penetration testing is conducted on a monthly basis by a 3rd party.
7	Are suitable tests of systems and applications carried out during development and prior to acceptance?	Meets	Yes, we develop payment applications based on secure coding guidelines like OWASP Guide and utilize application testing software like Fortify 360.
8	Are anti-virus products used and configured with daily definition updates?	Meets	Yes, our system utilizes anti-virus products. Malware protection and firewalls are utilized.
9	Are backups of systems and data performed periodically (e.g. weekly)?	Meets	Yes, backups are performed on a weekly basis.
10	Is backup media stored offsite in a trusted facility?	Meets	Data is encrypted and stored off site in a safe of an external security company.
11	Is City of Spokane data isolated from other customer systems/data and secured to prevent unauthorized logical or physical access?	Meets	To ensure we are providing a cost effective service, multiple customer accounts are typically hosted on the same server. Of course, the data is separated so each client has access to their data only.
12	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Meets	Yes, our Managed Business Service policies document procedures for managing our IT infrastructure.
13	Are firewalls used to segment network zones and terminate connections to external networks?	Meets	

14	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research?	Meets	Customer transaction data is stored online for 2 years and off line for 10 years.
15	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Meets	Yes, our Managed Business Service policies document procedures for managing our IT infrastructure.
16	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?	Meets	Yes, our systems are scanned for vulnerabilities. Our payment systems are scanned by a 3rd party on a monthly basis for any vulnerabilities according to PCI standards.
17	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?	Meets	Yes, we have implemented an intrusion detection/prevention system. The system is monitored 24/7.
18	Is there an approval process to use wireless network devices?	Meets	Yes, device usage and network connections are covered by our security policies.
19	Are wireless connections encrypted?	Meets	
20	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?	Meets	Yes, we encrypt data send over the network and in storage.
21	Is there a policy that addresses the use and management of removable media? (e.g., CDs, DVDs, backup tapes, USB drives, etc.)?	Meets	Yes, we have policies for device usage and storage.
22	Is sensitive data on removable media, including backup tapes, encrypted?	Meets	Yes, sensitive data is encrypted and stored securely.
23	Is City of Spokane data ever stored on non-company managed equipment?	Meets	No, data is stored in our secure data centers, monitored 24/7.
24	Are desktops/laptops/mobile devices "managed" and configured with a minimum build including security software (e.g. host firewall, disk encryption, etc.)?	Meets	
Access Control			
1	Are privileged accounts (administrator, super-user, etc.) controlled and reviewed?	Meets	Yes, our Security team meets on a monthly basis.
2	For systems which touch City of Spokane data, is there a separation of duties process in place for approving and implementing access with sponsorship and duration documented?	Meets	Client data is separated based on sensitivity level. For instance, credit card transaction details are separated from standard transaction details.
3	Are user access paths set up on a predefined role-based need-to-know basis (e.g., only the operators working on City of Spokane's project have access to City of Spokane's information and systems)?	Meets	Yes, the system is a password protected system with access rights granted to those that need access to the data.
4	Are there formal procedures to add, delete and modify user accounts and access, assign to role and audit compliance against current user list?	Meets	Yes, the City system administrator will make requests to the Flowbird help desk for changes to accounts and access rights.
5	Do policies require access controls be in place on applications, operating systems, databases, and network devices to ensure users have least privilege?	Meets	Yes, however, in the case of City users, this will only apply to access rights on the

			Flowbird web based parking management system.
6	Are unique user IDs used for access?	Meets	Yes, the system requires a unique user name along with a password.
7	Is there a process to grant and approve access to systems processing, storing, or transmitting City of Spokane data?	Meets	We will utilize our standard processes to process, store and transit data according to GDPR best practices.
8	Is there a process to recertify access on a periodic basis (including privileged accounts e.g. administrator, super user, etc.)?	Meets	The City system administrator is responsible for communicating access rights changes to the Flowbird help desk.
9	Are passwords required to access systems processing, storing, or transmitting City of Spokane data?	Meets	Yes, the system is accessible to user name and password.
10	Do remote access communications into the environment occur over an encrypted tunnel (e.g. IPSec, SSL VPN, etc.)?	Meets	We encrypt data coming in transmission from the pay stations over SSLv3 tunnel. Private or confidential data stored in the database are encrypted using cryptographic algorithms (AES-256).
11	Is multi-factor authentication required for remote access?	No	
Systems Acquisition Development & Maintenance			
1	Is there a Software Development Life Cycle (SDLC) process, which includes security requirements and tollgates?	Meets	Yes, the ITIL standard process is used for change, incident and service level management.
2	Is access to production code and program source libraries based on the principle of least privilege?	Meets	
3	Are change control procedures required for all changes to the production environment?	Meets	
4	Is City of Spokane data ever used in the development, staging, or testing/QA environments?	Meets	City of Spokane data will not be used in development or testing environments unless we are delivering a development project specifically for the City of Spokane.
5	Are source code reviews (e.g. input validation) performed on applications, including those processing City of Spokane data?	Meets	Yes, source code reviews are performed on applications before deployment.
6	Are penetration tests and vulnerability assessments performed against external/Internet-facing systems and applications?	Meets	Yes, we perform penetration and vulnerability assessements.
7	Do developers receive targeted security training and are they made aware of vulnerabilities through periodic metrics reporting?	Meets	Yes, developers assigned to payment applications are trained at least annually in up-to-date secure coding techniques, including how to avoid common coding vulnerabilities.
8	Does the SDLC process include security requirements gathering, implementation, and verification tollgates before acceptance into production?	Meets	
9	Does the development process follow OWASP standards for building secure applications including international security review?	Meets	Yes, we develop payment applications based on secure coding guidelines like OWASP Guide and utilize application testing software like Fortify 360.

10	For environments being used for City of Spokane data, do you have an external source code review of all major applications revisions to the environment (SQl injection, cross-site scripting, and security weaknesses, not QA)?	Meets	The ITIL standard process is used for change, incident and service level management. The data center performs daily log analysis and regular updates for all systems. All downtimes are tracked through NAGIOS (http://www.nagios.com/) and availability reports are published on a monthly basis.
11	Do developers regularly receive detailed coding and design training in application security?	Meets	Yes, developers assigned to payment applications are trained at least annually in up-to-date secure coding techniques, including how to avoid common coding vulnerabilities.
Incident Event and Communications Management			
1	Is there an Incident Response process (including IT security breaches) that is reviewed annually?	Meets	Flowbird utilizes an incident response process. More details are found starting on page 29 of our Technical proposal.
2	Is there an Incident / Event Response team with defined roles and responsibilities?	Meets	Yes, this team meets regularly.
3	Is there a process to notify City of Spokane of incidents/events, including the sharing of relevant documentation (e.g. issues, root cause analyses, outcomes, and remediation)?	Meets	System downtime and outages are communicated via email. If there is a more serious issue to communicate, we will communicate that formally to the City through your Business Development Manager.
Business Continuity & Disaster Recovery			
1	Is there a documented policy for business continuity and disaster recovery?	Meets	Flowbird has a documented business continuity and disaster recover policy.
2	Is the capacity at the recovery location reviewed on a regular basis to ensure that adequate capacity is available in the event of a disaster?	Meets	Note that disaster recovery processes are tested throughout the year as follows: As a first point, our backup site is used by our demo platform and our validation teams, so that connectivity and infrastructures are daily used and monitored as per the main site Every week, the electricity supply is shut down in order to check that the backup energy source is taking over Then every year, we perform a full test, in parallel to the production system. We restore all the images on the backup site and check that every application is up and running and ready to take over on main site.
3	Does the product or service in question have an assured business continuity capability?	Meets	
4	Does the recovery strategy assure the continued maintenance of the service level agreements?	Meets	Yes, we have the ability to quickly restore services using a backup hosting site.
5	Does the Business Continuity and/or Disaster Recovery plan address notification to City of Spokane when incidents occur?	Meets	Yes, our clients will be notified if the City of Spokane system is impacted or sensitive data is lost.

6	Are alternate facilities (e.g. data centers, office locations, etc.) used?	Meets	Yes, we have redundant data centers.
Compliance			
1	Are there requirements to comply with any legal, regulatory or industry requirements, etc.?	Meets	Yes, we are required to comply with GDPR standards and PCI requirements.
2	Are audits performed to ensure compliance with any legal, regulatory or industry requirements?	Meets	At least on an annual basis our policies are reviewed to ensure adherence to GPDR standards.
3	Is there a records retention policy?	Meets	Retention and disposal of data policy 1. Flowbird shall not keep personal data in a form that permits identification of data subjects for longer a period than is necessary, in relation to the purpose(s) for which the data was originally collected. 2. Flowbird may store data for longer periods if the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, subject to the implementation of appropriate technical and organisational measures to safeguard the rights and freedoms of the data subject. 3. The retention period for each category of personal data will be set out in the Retention of Records Procedure along with the criteria used to determine this period including any statutory obligations Flowbird has to retain the data. 4. Flowbird's data retention and data disposal procedures (Storage Removal Procedure) will apply in all cases. 5. Personal data must be disposed of securely in accordance with the sixth principle of the GDPR – processed in an appropriate manner to maintain security, thereby protecting the "rights and freedoms" of data subjects. Any disposal of data will be done in accordance with the secure disposal procedure.
4	Is there an independent audit function within the organization?	Meets	
Privacy			
1	Is there an individual in the organization who is responsible for privacy?	Meets	Yes, our Information Security Manager is Luc Porchon. He is responsible for managing information security in our organization.
2	Do the policies and procedures include appropriate safeguards to ensure compliance with applicable privacy laws, including cross-border transfers of targeted privacy data?	Meets	

3	Is there a documented data flow for targeted privacy data for each jurisdiction?	Meets	Yes, our Data Privacy policies address how to apply GDPR standards outside of the European Union including the United States.
4	Does the organization control or own the delivery of Privacy Notices to customers?	Meets	Flowbird has a documented Data Privacy policy.
5	Are there documented policies or procedures to ensure targeted privacy data is only collected, stored and used for the purposes for which it was collected?	Meets	Flowbird has a documented Data Privacy policy.
6	Are there written procedures to process data protection authorities / regulators' complaints, if required?	Meets	Yes, our Data Privacy policy addresses this topic.
7	Are there documented procedures to notify customers (City of Spokane included) whose sensitive or personal information has been breached, as required by policy, practice or applicable privacy laws?	Meets	Yes, should there be a security breach, our Information Security Manager will be responsible to manage the process to notify clients.
8	Is there internal monitoring for compliance with Privacy Policies and procedures?	Meets	
9	Is on-boarding privacy training provided for all employees, contractors, temporary staff, etc.?	Meets	
SaaS Providers			
1	Are logins and communications secured with encryption? (HTTPS, SFTP,etc)	Meets	Flowbird receives authorization requests containing cardholder data (PAN, ISO2track) from card reader devices. Requests are encrypted by the card reader with 128bits AES keys and sent through Internet/GPRS to the payment gateway server managed by Flowbird. Parkeon transmits Cardholder data to acquirer, gateway and payment providers through several protocols (HTTPS, SFTP or TLS tunnels). Flowbird stores cardholder data encrypted in a database (AES-128) and in a Percona database (AES-256).
2	Are data transfers secured with encryption (HTTPS,SFTP,etc)	Meets	Flowbird receives authorization requests containing cardholder data (PAN, ISO2track) from card reader devices. Requests are encrypted by the card reader with 128bits AES keys and sent through Internet/GPRS to the payment gateway server managed by Flowbird. Parkeon transmits Cardholder data to acquirer, gateway and payment providers through several protocols (HTTPS, SFTP or TLS tunnels). Flowbird stores cardholder data encrypted in a database (AES-128) and in a Percona database (AES-256).
Vendors connecting to City of Spokane			
1	Vendor devices accessing City of Spokane networks are secured with at least the minimum required software (Antivirus,etc)	Not applicable	Flowbird devices will not be accessing City of Spokane networks.
2	Verify no personal devices will connect to the City of Spokane network, only authorized Vendor owned devices.	Not applicable	Flowbird devices will not be accessing City of Spokane networks.

3	Site to site tunnels are encrypted and mask both the Vendor and City of Spokane networks with NATing	Meets	We encrypt data coming in transmission from the pay stations over SSLv3 tunnel. Private or confidential data stored in the database are encrypted using cryptographic algorithms (AES-256).
4	Will communication over the VPN or tunnel be limited to only the systems necessary to transfer data and/or service the projects at City of Spokane	Meets	We encrypt data coming in transmission from the pay stations over SSLv3 tunnel. Private or confidential data stored in the database are encrypted using cryptographic algorithms (AES-256).

Policy

[5.1.1]

Information System Security Policy

Object	*Flowbird information is essential for the proper functioning of the company. It is therefore necessary to adopt practices that ensure the data confidentiality, availability and integrity.* *This policy formalizes these practices that all personal or third parties must apply to the Flowbird information system.*
Stakeholders	See §4. Stakeholders
Document Classification	**Restricted**
Communicability	See §4. Stakeholders

Scope of application:	This policy covers all Flowbird information systems.	*Version :*	2.0
Date of first application:	2017-10-10	*Approved by:*	Executive Committee
Issued by:	InfoSec	*Policy Managed by:*	CISO

Version	Modification
1.0	Initial version
2.0	Flowbird version

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1. Introduction

Flowbird designs and produces high quality equipments and services for its customers. Flowbird delivers its product and services to customers and provides maintenance.
Flowbird is thus processing sensitive information, such as:

- Company development strategic data;
- Data from research and development;
- Industrial production control data;
- The personal data of its customers;
- The financial data of its customers;
- The data of electronic means of payment.

This information is essential for the proper functioning of the Company. It is therefore necessary to adopt practices that ensure the data confidentiality, availability and integrity.
This policy formalizes these practices all stakeholders (see §4. Stakeholders) must apply to the Flowbird information system.

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2. Legal and regulatory environments

2.1. Each Flowbird legal entity is subject to legal requirements of his business place.[1]

2.2. Flowbird SAS complies with European regulations and the French legislation regarding its activities.[2]

2.3. All Flowbird European entities are subject to EU regulation on data protection.[3]

2.4. Once Flowbird and its subsidiaries store, process or transfer primary account numbers (PAN) bank cards, Flowbird and its subsidiaries must comply with the PCI DSS issued by the Payment Card Industry Security Standards Council, PCI SSC.[4]

2.5. The credit card readers and electronic banking server construction, storage, customization, software development, integration, transport, deployment and disposal activities designed for the French market must comply with the requirements of the Gie Cartes Bancaires Labeling.[5]

3. Scope

3.1. This policy covers all Flowbird SAS and its subsidiaries information systems. Thus, all activities are concerned, including the R&D, finance, human resources, production, marketing, sales, maintenance activities and support services.

3.2. This policy also covers the third parties' information systems, treating, storing or transferring information belonging or being under the responsibility of Flowbird.

3.3. Here below, this document refers as Organization, the Third Parties and Flowbird.

4. Stakeholders

4.1. All sub-contractors, suppliers, service, agency providers, trainees, external consultants, permanent and temporary staff of Flowbird must respect the terms of this Flowbird Information Systems Security Policy.

[1] A legal entity (LE) is the legal person concept. A legal entity owns rights (authorizations, approvals, agreements, ...) allowing it to operate in institutions. Each legal entity is associated legal status.
[2] http://eur-lex.europa.eu/homepage.html
[3] http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32016R0679
[4] https://www.pcisecuritystandards.org/
[5] https://labelisation.cartes-bancaires.com/

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4.2. Any violation of this policy will be sanctioned. Sanctions will be proportionate to the seriousness of the facts.

4.3. Security roles and responsibilities within Flowbird are formalized and published in the information security management system (ISMS). Third parties' roles and responsibilities shall be formalized in the Information Security Management System.[6]

4.4. Users of the information system that discover an event likely to generate a security incident must report it immediately to the Flowbird IT dept., or the DCO or CISO (cf. §13.Security Events).

5. Classification of information

5.1. Information under the responsibility of Flowbird, must be classified in terms of value, legal requirements, sensitivity or its criticality to the Organization.

5.2. A classification scheme must include classification agreements and criteria for classification review over time.

5.3. The classification plan must be consistent with the organization's access control policy and at minimum follows the terms of §7.Access control.

5.4. Each classification plan level must include a meaningful and logical name in the application context of the classification plan.

5.5. The plan must be the same for the whole organization, so that everyone can classify information and associated assets in the same way, understands the protection requirements in the same way and applies the appropriate protection.

5.6. The classification plan must be formalized and published in the ISMS .[7]

[6] Flowbird ISS Roles and Responsibilities : Policy [6.1.1] - Distribution of security roles
[7] Flowbird Classification Plan : Policy [8.2.1] - Classification of information

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6. Physical security

6.1. All items listed as important or vital for Flowbird must be installed in secure premises. These premises are the physical security perimeter as defined by the secure areas policy. This policy must be published in the ISMS.[8]

6.2. The access rights allocation must respect the procedure published in the ISMS.

6.3. Any computer equipment storing, processing or transmitting Flowbird's information or information under Flowbird responsibility must be installed and configured by the IT Group dept. or the DCO Group, according to the state of art. These groups remains custodian of this equipment.

7. Access control

Access to the information system must be reserved only to people who need to access it. Moreover, only the strictly necessary accreditations are allocated to each individual according to the nature of the information processed. The implementation of additional measures may be necessary given the sensitivity of the information processed.

7.1. The access granted to an individual is personal and time-limited.

7.2. The assigned access to an external computer system to the IT Dept or the DCO must respect the chapter §10. Communication Security.

7.3. The rights assignment must respect the formal and published procedure in the ISMS.

7.4. Generic access is prohibited.

7.5. Creating or deleting accounts and modification of rights must respect the procedure published in the ISMS .

7.6. Each business manager is required to annually conduct a rights review of the applications used by his service. It must allow:

- Remove unnecessary accounts;
- Remove inactive accounts;
- To adapt the application user rights to his mission.

[8] https://docs.google.com/a/parkeon.com/document/d/1HVBzMoWHVY-aX6oPrr12mggyE492h3JcXits6H-BR7A/edit?usp=sharing

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8. Information system exploitation

Those responsible for the operation must respect the following rules.

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8.1. Passwords to administer the infrastructure elements (physical or logical) must be complex and observe the procedure published in the ISMS.

8.2. All server installed in the information system (regardless of the environment) must come from a secure master.

8.3. Protective measures against malicious code must be implemented.

8.4. A vulnerability watch on physical and logical devices of the IS must be performed.

8.5. Any physical or logical change in the information system infrastructure must follow the formal procedure specified in the ISMS. This process involves a security non-regression validation.

8.6. It should be possible to log the most important events. The logging must follow the procedure published in the ISMS.

8.7. Permanent controls (see §15. Compliance) should help to ensure that the information system does not present a major vulnerability.

8.8. A corrective action must be taken if a vulnerability is detected during a control, or by any other means.

8.9. The information must be backed up according to its importance.

8.10. Restoration tests of the most sensitive environments must be performed at least once a year and validated by the user.

9. Workstation security

9.1. Workstations must be installed from a secured master.

9.2. Antivirus must protect every workstation. This antivirus cannot be deactivated by the user.

9.3. Users must not be able to administer their workstation.

9.4. The workstations must be configured with the correct security settings, as specified in the deployment process.

9.5. Contained data of the hard drives must erase by following a secure delete procedure at the end of the hard drives lifecycle.

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10. Communication Security

Flowbird information system exchange more and more information with third parties. Therefore a number of rules must be applied:

10.1. A detailed network diagram must be maintained and accessible to authorized persons.

10.2. The various Flowbird networks must be segregated by filtering devices according to sensitivity and exposure levels.

10.3. It is strictly forbidden to implement any interconnection between the company and outer networks, without a prior recorded consent of the IT Group Dept or the DCO Group, and the CISO Group.

10.4. Remote access for third parties and employees must be granted in accordance with the procedure published in the ISMS.

10.5. All communications between external computer systems and the IT Dept. and DCO computer system, and in the absence of a risk analysis indicating specific communications security measures, must be encrypted and authenticated by either a public Certificate Authority or by the Flowbird key management infrastructure.

11. Security in projects

IT projects are structuring for the information system security. Also one should respect the following rules:

11.1. Projects must assess the security needs through a risk analysis including:

- network flow;
- authentication flow;
- processing, transfer and storage of sensitive information.

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11.2. The project management process must include test steps of security level.

11.3. Any application must have at least one production environment and one development and testing environment. These environments must be segregated.

11.4. The rights and duties of testing and development teams must be segregated from the people in charge of production.

11.5. Applications integrating authentication bases (base of users and passwords) are prohibited.

12. Third Parties

Third parties are becoming more likely to interact with the company's information system. It is therefore necessary to respect the following rules:

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12.1. Services contracts must include clauses addressing confidentiality, integrity and availability security issues.

12.2. Flowbird agrees with the third party of the information security requirements to limit the risks resulting from access by such third party to the organization's assets. Through the "Information Security Policy in relations with suppliers," Flowbird identifies and imposes specific security measures to third parties accessing to organizational assets.[9]

12.3. Is considered as sensitive third party, any third party identified as such during a preliminary risk analysis, or those accessing, storing, processing or transferring information under legal, contractual, regulatory requirements, or classified as confidential.

12.4. Flowbird will control sensitive third parties to verify their security practices. (Cf. §15.Compliance)

12.5. Third parties are subject to the legal requirements of their business locations.

12.6. A third party must comply with the guidelines and European regulations on the data protection when it stores, processes or transfers personal data of EU residents.

12.7. All third parties that store, process or transfer bank card primary account numbers (PAN) must comply with PCI DSS issued by the PCI Security Standards Council.

12.8. All third parties with activities in the construction, storage, customization, software development, integration, transport, deployment and disposal of credit card readers or electronic banking servers designed for the French market must comply with the Cartes Bancaires Labeling requirements.

13. Security Events

13.1. Security events must be reported promptly to the IT Dept. or the DCO, and the CISO.[10]

13.2. Security events should be treated according to the procedure published in the ISMS.[11]

13.3. A feedback must be systematically done after every security incident. Corrective action will be taken if necessary. [12]

[9] Policy [15.1.1] - Information security policy in relations with suppliers
[10] Information Security Event: Occurrence indicating a possible breach of information security or failure of security measures.
[11] Procedure [16.1.1] - Security Incident Management Procedure
[12] Information security incident: One or more information security event linked and identified that can harm Flowbird assets or compromise its operations.

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14. Business Continuity

14.1. Arrangements to ensure continuity of network service must be taken (redundancy of strategic connections, switches, routers, firewalls, etc.).

14.2. A computer emergency plan must reactivate the most sensitive applications in a reasonable time, in the event of a major disaster destroying the machine room.

14.3. A business recovery plan should allow users to get a working environment if a major disaster makes the premises of the company unusable.

14.4. A backup copies of the most sensitive environments must be hosted outside the premises of the company, by a specialized service provider.

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15. Compliance

15.1. A permanent control of the information assets management must be established. It must have a control framework and provide writing reports certifying the results of the carried out controls.

15.2. A periodic control of the information assets management must be established. It must have a control framework and provide writing reports certifying the results of the carried out controls.

15.3. Electronic payment systems and Flowbird services exposed to the Internet must be subject to permanent controls to verify their resistance to internal and external threats to the organization.

15.4. Electronic payment systems and Flowbird services exposed to the Internet must be subject to periodic controls to verify their resistance to internal and external threats to the organization.

15.5. Sensitive third parties, including those involved in the design of payment systems are subject to periodic monitoring to check their resistance to internal and external threats to the organization.

15.6. Infrastructures hosting private and confidential classified information must be continuously monitored to check their resistance to external threats.

15.7. Infrastructure hosting confidential classified information must be periodically controlled to check their resistance to internal and external threats to the organization.

15.8. Targeted periodic controls on certain aspects of the information system should improve their security.

16. Shadow IT

16.1. Spontaneous installation of any technical infrastructure, whether physical or logical, is strictly prohibited. Within Flowbird, only the IT Group Dept and the DCO Group are authorized to implement IT infrastructures. The IT Group Dept and DCO Group may delegate this implementation to correspondents but these two departments will remain responsible.

17. Exception

17.1. Requests for exceptions related to information security are of three types:

1. exception related to risk mitigation, acceptance, transfer or removal .

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2. exception related to compliance.
3. exception related to security policies.

17.2. An exception is granted for a limited period.

17.3. Each request for exception must be addressed to the local correspondent in information security.

17.4. Each request for exception must be assessed in terms of risk by the local correspondent in information security.

17.5. Any exception regarding compliance with a regulation or a Flowbird policy is subject to the CISO Group validation.

17.6. Any exception regarding the risk mitigation, acceptance, transfer or elimination is subject to the validation of the activity Manager.

17.7. Once assessed the request and its risks must be a centralized in the Flowbird ISMS, by the local information security correspondent.

17.8. Once the deadline expired and in case of extension, the exception request must be re-assessed and revalidated.

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Compliance Matrix

Pay Station Specifications

Company Name and Contact Information:		Parkeon, Inc. dba Flowbird - Kerry Loomis - 470-591-6974 - kerry.loomis@flowbird.group	
	Requirement Description	**Requirement Compliance**	**Vendor Response Comments - Optional**
2.1 GENERAL SPECIFICATIONS	**Please note: Please fill this sheet out for PAY STATIONS only**	**Proposer is to respond to all requirements highlighted in *yellow*. If vendor selects "will meet" please list compliance date in notes section**	**If, applicable, you may use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.**
a)	Payment must be available through multiple options, including coin, credit card and mobile payment integration. Near Field Communication (NFC) (including Apple Pay and Google Pay) payments shall be supported and available.	**Meets**	
b)	Pay station technology must allow the patron to pay for a parking space transaction at any pay station.	**Meets**	
c)	The ability to add time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time allowed by license plate for the parking space/zone.	**Meets**	
d)	Meters must have the ability to store a minimum of 8 different rate structures that are configurable by time of day and day of the week. Pay stations must allow for simultaneous rate structures to be displayed that include static/fixed rate combined with hourly rate options.	**Meets**	
e)	A large screen display is preferred in order for rate information to be displayed, rather than signs posted on the meter.	**Meets**	Flowbird provides options for a 9" touch screen, 7" color display, or a 4" x 2.75" monochrome display
f)	Pre-payment option (payments made in advance of operating hours).	**Meets**	
g)	An option for patrons to be informed of the expiration of their paid parking session.	**Meets**	Users can receive a text expiration notification alert on the Strada Pay Station. On the CWT we have a text receipt option and text notifications are in development.
h)	All technology must be simple to understand and easy to use.	**Meets**	Flowbird provides over 360,000 paystations worldwide. Our paystations are used by various cultures in a variety of languages.
i)	All technology must be reliable, easy to maintain and secure.	**Meets**	Flowbird pay stations have been deployed around the world and are proven to stand up to all climates. Our reliablity, especially on solar power, is 2nd to none. The components are plug and play and the units are simple to maintain.
j)	All technology shall be able to electronically display the following to the patron with minimal effort: i. Rates ii. Days and hours of operation iii. User instructions	**Meets**	In addition, pay stations can be configured to provide amber alerts, advertising, and coupons for local buisnesses.
k)	Proposers must offer strong customer support 7 days a week.	**Meets**	
l)	Changing rates using the Meter Management System (MMS) shall be completely web-based (no software to install), easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of meters.	**Meets**	
m)	All technology, equipment and systems shall be ADA-compliant.	**Meets**	
n)	All materials and components shall be new and unused.	**Meets**	
o)	All technology shall have a modular design. Components shall be able to be quickly changed in the field.	**Meets**	
p)	All electronic components, connections and wiring shall be fully weatherproofed.	**Meets**	
q)	The meters shall be weather, rust and graffiti resistant and shall be made of stainless steel or an equivalent material.	**Meets**	
r)	The City prefers that the meter has additional lighting or illumination for dark hour usage. Proposer shall describe how the lighting and/or display operates during dark hours.	**Provide Proposal reference page with description in Column D**	The Strada offers a back light key pad with a 7" color illuminated screen and optional light bar. The CWT offers a lighting module and a 9" color illuminated screen. The lighting modules are motion activated. See pages 13 and 35 of our Technical Proposal for photos.
s)	All technology shall wirelessly communicate usage, payment status, meter access and maintenance alert data in real-time.	**Meets**	
t)	All technology shall be managed by a web-based meter maintenance system (MMS) that can: i. Remotely update pricing, regulations, and configuration. ii. Provide reports on meter activity. iii. Automatically create maintenance work order tickets for generated alarms or patron reports of meter malfunctions. Maintenance tickets shall be able to be updated via email, smartphone and tablet. iv. Record meter maintenance completed by repair staff. v. Easily indicate meter status and send alarms to designated personnel if a meter is not functioning. vi. Proposer shall describe ability to integrate with City's 311 reporting system to receive and report on trouble tickets and work order requests.	**Meets**	Flowbird's back-office system is able to create work tickets via email. We are happy to investigate an integration the City's 311 system to see if special development would be needed. We have done this integration with the City of Baltimore 311 system.
u)	u) All technology shall be warranted to operate as proposed within a temperature range of -15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City, including but not limited to sleet, snow, hail, grime, rain, fog, sun (including direct sunlight), and vibrations.	**Meets**	The Strada Pay Station has proven to perform over the past 6 years within the City of Spokane. The CWT has proven installations throughout Washington State and other parts of the US and Canada.
2.2 WIRELESS TWO-WAY COMMUNICATIONS			
a)	The technology will be equipped with a modem, antenna, and the required software to support wireless communications.	**Meets**	

Pay Station Specifications

b)	The wireless communications shall be supplied as a “communications service” during the life of the contract, not as a specific type of modem or wireless carrier supply. Vendor shall be responsible for maintaining and updating the communications service to ensure system uptime in excess of 99% during parking hours of operation.	**Meets**	Flowbird will provide the cellular communications as part of our back-office services. We offer two different options for clients to manage modem obsolence. Clients can plan in their budget for upcoming changes or Flowbird can propose a obsolescence protection plan which ensures that the City will receive a modem at no cost at the time of a technology refresh when needed.
c)	Describe the modem type: CDMA, GSM and/or Wi-Fi.	**Provide Proposal reference page with description in Column D**	Flowbird provides for 4G cellular communication (typically through AT&T or T-Mobile) and we also provide an Ethernet option. See pages 20 and 37 of our Technical proposal for details.
d)	Identify the likely cellular carrier(s) to be used for City service and the process of determining reliability of signal coverage.	**Provide Proposal reference page with description in Column D**	AT&T and T Mobile are the top two carriers. Verizon is also available as a cost option. See pages 20 and 37 of our Technical proposal for details.
e)	The Proposer shall describe the established process to troubleshoot and resolve communication interruptions and failures.	**Provide Proposal reference page with description in Column D**	Alarms in the back office will identify the communication error. The customer (city or parking department affilation) will submit a ticket to our Help Desk. The Help Desk will reach out to the carrier and determine how and when it will be retified. See support details starting on page 4 of our Technical proposal.
f)	System transactions shall be communicated to the back-office system in real time to support pay-by-plate pay station enforcement queries. The system shall support enforcement queries for vehicle payment status.	**Meets**	
g)	If credit card payments can be accepted during weak wireless signal occurrences, describe the process.	**Meets**	Credit card transactions will be stored in a batch mode and submitted when connectivity begins.
2.3 DISPLAY			
a)	Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles. Proposer shall describe its options for altering the display to make viewing in direct sunlight easier.	**Provide Proposal reference page with description in Column D**	See pages 12 and 34 of our Technical proposal for details on the graphical display capabilities of the CWT and Strada Pay Stations.
b)	The meter shall have a backlit graphic display panel that is large enough to legibly display all necessary operating status messages to patrons and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent) configuration and not cause excessive battery drain.	**Meets**	
c)	The display shall be scratch and impact resistant.	**Meets**	
d)	Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.	**Meets**	
e)	Describe the ability to program and display different rate schedules by time of day and day of the week, including dynamic and progressive rate structures for peak occupancy periods. City staff shall have the ability to program rates independent of vendor support with no additional costs associated with these changes. i. Customers shall be able to select their rate option prior to submitting payment in order for the meter to translate the amount due and inform the customer of the payment value.	**Provide Proposal reference page with description in Column D**	City staff will have access to change rates and messages remotely from the back-office system. See pages 23 and 41 of our Technical proposal for details on rate change capabilities.
f)	Graphic display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the meter at least once per day. The City shall have the ability to change or adjust the graphic display independent of vendor support and there shall be no additional costs for these types of adjustments.	**Meets**	
g)	Meters shall have an ability to display special messaging. Proposer shall describe the process and features that enable special messaging, i.e., holiday and special event messages, which can be downloaded remotely.	**Provide Proposal reference page with description in Column D**	Both the CWT and Strada Pay Stations can accommodate special messaging for holidays and special events. See pages 23 and 41 of our Technical proposal for more details.
h)	Meter display shall clearly communicate the following electronically, alphanumerically and graphically: i. Rates ii. Days and hours of meter operation iii. Regulations iv. Instructions to the user: 1. Read Error, Please Reinsert Card – if card is removed from the mechanism before it could read the information on the card; 2. Coin Only – at the sole discretion of City, if the card slot is inoperable; 3. Card Only – at the sole discretion of City, if the coin slot and/or bill acceptor is inoperable; 4. Out of Order – at the sole discretion of City, if the coin and card slot are inoperable, with customizable instructions such as pay at another meter. v. Special messaging	**Meets**	
i)	Proposer shall describe any static information displayed and the format used.	**Provide Proposal reference page with description in Column D**	Typically the only "static" information displayed the time and date which updates each minute and day. See pages 12 and 34 of our Technical proposal for details on the graphical display capabilities of the CWT and Strada Pay Stations.
2.4 KEYPAD			
a)	Keypads must be vandal resistant, weatherproof, and corrosion resistant.	**Meets**	

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b)	Proposer shall describe any visual, audible or tactile indication that a button has been pressed, as feedback to the patron. i. Describe the visibility of the keypad after dark and how the patron will interact with the meter.	**Provide Proposal reference page with description in Column D**	On the Strada Pay Station the keyboard is a capacitive keyboard that provides audible indication after each button push. The keyboard can be backlit as a cost option. As discussed previously, Strada can also be equipped with a motion activated light bar as a cost option. The proposed CWT Pay Station will be delivered with a full color touch display that can accommodate audible indication as an option. The CWT is able to be equipped with front face lighting as well. See pages 15 and 35 of our Technical proposal for more details on the keypads.
2.5 PAYMENTS			
a)	Proposer shall describe coin, bill, card and alternative payment operations, including the number of different coins/currency accepted and the type of card-based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).	**Provide Proposal reference page with description in Column D**	Both the CWT and Strada Pay Stations can be configured for a variety of payment methods include coin, bill, card, and contactless/NFC payments. The CWT can accept up to 16 different coin/token types and the Strada can accept up to 14 different coin/token types. Bill are accepted 4 ways. See pages 17 and 38 of our Technical Proposal for more details.
b)	All meters must support secure real-time authorization of credit cards and optional contactless cards.	**Meets**	
c)	The meter shall accept monies through a jam-resistant coin/bill interface and jam- resistant card payments through a card interface.	**Meets**	
d)	For pay stations, the coin discrimination system should contain an automatic shutter, which only opens during operational hours for coin insertion of approved coins, but not for non-metallic objects.	**Meets**	
e)	For single/dual space meters, Proposer shall describe how the proposed technology mitigates insertion of objects other than approved coins.	**N/A**	
f)	If the coin or bill slot is inoperable, meters must have the option to still accept card payments and promote third-party payments (e.g., mobile payments), if applicable.	**Meets**	
g)	The coin chute or track and coin verifier unit shall be a free-fall type (non-moving and non-mechanized) or an equivalent.	**Meets**	The CWT Pay Station utilizes a free fall type coin acceptance system. The Strada utilizes a motorized coin selector which controls the movement of inserted coins in the meter (speed, position, etc).
h)	The coin chute or track shall include an anti-backup provision to prevent and detect the attempted retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).	**Meets**	
i)	Monies must be deposited directly into, and stored within, secured containers in the vault area of the meter.	**Meets**	
j)	Monies must be easy to collect, simple to reconcile and include audit capabilities.	**Meets**	
k)	Maintenance personnel must be able to easily clear coin/bill jams without the use of special tools and without accessing the vault.	**Meets**	
l)	Describe how the 'Pay at Any Pay Station' feature would operate utilizing the proposed parking technology solution.	**Provide Proposal reference page with description in Column D**	In Pay by Plate mode, the devices are typically separated into zones by their rate structure. On the Strada, users can start and extend payments on any Strada within each specific zone. This ensures that people are paying the correct rate. On the CWT Touch, we offer the ability for the end user to confirm the zone they are parked in first, before they make their payment. If they are in front of a pay station but their vehicle is parked in a different zone, they type in their correct zone number which in some cases follows the zone numbering of the pay by cell system. These details can also be found on pages 13 and 35 of our Technical proposal.
m)	All meters shall be able to be programmed to accept pre-payments prior to start of regulated parking and extended payment within applicable City policy requirements.	**Meets**	
n)	Proposer shall describe in detail the step-by-step process of vendor's credit card acceptance procedure from the time a patron inserts his/her card to the time the money is deposited in the City account. Include the name of your gateway processor (if using a third party) and the name of the gateway software (if your firm uses in-house software). Proposer shall list all subcontractors involved in each step (e.g., cellular providers or gateway companies) and describe the subcontractors' PCI compliance. Proposer shall describe any per transaction charges from the vendor and/or the gateway company, or software charges; if none, then state as much.	**Provide Proposal reference page with description in Column D**	Please refer to pages 25 and 42 of our Technical proposal for details on the step by step credit card process. Flowbird utlilzes it own gateway to connect to the credit card processors with the exception of when we are offering EMV payments. In this case we utilize the Simple Pay gateway (a 3rd party partner). All pricing is detailed in our price proposal. Our standard offer is to offer one back-office fee which covers gateway and EMV related fee. Optionally, we can have a lower monthly fee and add "per transaction" fees. We are happy to discuss both options in detail to help you make the best decision for the City.
o)	The meter, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)).	**Meets**	
p)	Meter shall be PA-DSS certified by a Qualified Security Assessor (QSA).	**Meets**	Flowbird utilizes a PA-DSS certified card reader
q)	The technology must be EMV compliant. Proposer shall describe their current and future EMV capabilities including any required upgrades, options and/or associated costs.	**Meets**	The proposed card reader and solution is EMV certified. Note that there are additional monthly costs to accept EMV payments.

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r)	Proposer shall describe any alternative payment options, the associated costs or any additional fees. Proposal shall describe current and future capabilities including any required upgrades or options for the implementation of the alternative payment options.	**Provide Proposal reference page with description in Column D**	Flowbird has proposed all available payment methods with the exception of our mobile payment app - Flowbird app. We have deployed our mobile payment solutions for close to 100 clients across the nation including for Washington State University Spokane. We would be happy to discuss this option with you and add the app as an alternative to the Passport app currently deployed in Spokane. One key benefit is that the Flowbird app can not only take standard on-street mobile payments, but it can also take parking reservations for public and private garages. Please refer to page 52 for more info on the Flowbird app.
s)	The MMS system shall allow the City to dynamically and remotely adjust parking prices on the meters in real-time.	**Meets**	
2.6 CLOCK			
a)	The meter must have a 365-day calendar real-time clock that completes a daily time-sync with the server at least once every 24 hours and that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset shall occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.	**Meets**	
b)	The clock shall be programmable at least one year in advance for automatic daylight savings time changes.	**Meets**	
c)	The time-of-day clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period). i. There shall be no upper limit or maximum deviation that would prevent the clock from syncing with the MMS. ii. The clock shall track the day of week, Monday through Sunday. iii. Time of day and day of week shall be displayed to maintenance staff, on the front display screen, when the reset feature is activated.	**Meets**	
2.7 POWER			
a)	Pay stations must allow for power by a rechargeable solar-powered (or equivalent) battery.	**Meets**	
b)	Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 30 seconds once the pay station is opened.	**Meets**	
c)	For environmental reasons, Nickel-Cadmium batteries shall not be used to power the meters.	**Meets**	
d)	The meter will be powered by battery and/or rechargeable solar-powered (or equivalent) battery pack.	**Meets**	
e)	When battery voltage falls below a minimum threshold, the meter will generate an alert prior to the meter going out of service.	**Meets**	
f)	Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.	**Meets**	
g)	Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the MMS.	**Meets**	
h)	All locally stored meter data will be retained during battery replacement and battery failures of seven days or less.	**Meets**	
i)	Please describe any unique power management capabilities.	**Provide Proposal reference page with description in Column D**	Flowbird pay stations are designed specifically to run on solar power with an option to run on AC power. Our components are designed to draw very little power. Please refer to pages 15 and 35 for details on our solar power management.
j)	Battery shall guarantee a life of at least 5 years. Proposer shall describe how any and all options will impact battery life.	**Provide Proposal reference page with description in Column D**	Battery life is typically 5 years or more. A battery running on solar power can last between 3 and 5 years without a bench recharge. Please refer to pages 15 and 35 for details on our solar power management.
2.8 SECURITY / MAINTENANCE			
a)	Monies passing through the meter shall be deposited directly into secured containers in a separate vault area.	**Meets**	
b)	The coin/bill vault areas shall not be accessible from the maintenance compartment.	**Meets**	
c)	Meters shall be resistant to vandalism and other attacks to remove or disable coin/cash from the coinboxes.	**Meets**	
d)	Meters shall have high security locks for all housing and cabinet doors. Include a description of the locks provided. Electronic locks are preferred with online programmable access parameters including restrictions for maintenance, collections, days of week and hours of day. Describe the manual override process in case of power failure or electronic lock malfunction.	**Provide Proposal reference page with description in Column D**	Both the CWT and Strada feature high security locks that are hidden from public view. Electronic locks are a cost option and integration with Medeco locks for online programmability is also a cost option. Should an electronic lock fail in the field, a Flowbird technician will deployed onsite to open up the lock and retrieve cash in the vault for the City. Please refer to pages 18 and 33 of our Technical propoal for details on our locking systems.
2.9 WARRANTY / VENDOR SUPPORT			
a)	Proposer shall describe their system warranty and extended warranty options on all hardware and software effective from the date of installation.	**Provide Proposal reference page with description in Column D**	Please refer to page 7 of our Technical proposal for details on our hardware warranty. The back-office system gets updated automatically with the latest version because it is web based.
b)	Proposer shall describe technical support services, including 7 day a week customer support help desk availability (including holidays), on-line help features, transaction assistance, on-site support and technical support, during and beyond the installation and warranty periods. Proposer shall describe who is responsible for supporting the meter including any and all subcontractors.	**Provide Proposal reference page with description in Column D**	Please refer to the details of our support services starting on page 4 of our proposal.

Pay Station Specifications

c)	The customer support help desk shall have the ability to collect and/or provide detailed information to the City via the hotline and/or via log in to the back-office software, including: i. Verify, log and dispatch reports of meter malfunctions in real time with online tracking	**Meets**	
d)	Proposer shall provide the City with toll free telephone numbers enabling them to reach Proposer's staff during normal business hours.	**Meets**	
e)	The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.	**Meets**	
f)	Vendor shall be required to provide quarterly technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements.	**Meets**	
g)	Provide system warranty guarantees and extended warranty options on all hardware and software effective from the date of installation.	**Provide Proposal reference page with description in Column D**	Please refer to page 7 of our Technical proposal for details on our hardware warranty.
h)	Requests for Quotations from the City must be to be fulfilled within three business days, and/or at a status update on the 3rd business day and every 2 days thereafter. This is to include all requests for all equipment and parts.	**Meets**	
i)	Return Merchandise Authorization (RMA) requests must be fulfilled within 30 calendar days, and/or a status update as the expected time of arrival (ETA). RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within the mutually established delivery hours of operation.	**Meets**	
2.10 TRAINING			
a)	Proposer shall provide a proposed training outline with their response.	**Meets**	Please refer to page 69 of our response for our proposed training outline.
b)	The City requires an on-site 2-hour refresher training each year that will include a review of project issues, system performance and product updates. Vendor shall provide all training at a location to be determined by the City or its designee.	**Meets**	
c)	Proposer shall cover all travel costs.	**Meets**	
d)	Proposer shall describe how upgrades to the MMS or other systems will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract.	**Provide Proposal reference page with description in Column D**	The back-office system is web based and will update automatically as new versions come available. This information is reiterated on page 7 of our Technical Proposal.
e)	Proposer shall supply and keep current hard and digital copies of all operating, training, repair and user's manuals, which includes detailed instructions for system usage.	**Meets**	
2.11 REPORTING / MAINTENANCE TRACKING / ENFORCEMENT			
a)	The MMS must provide secure, web-based back office reporting, including real time exception reporting for equipment downtime and data transmission issues.	**Meets**	
b)	The MMS shall provide maintenance tracking with automated technical ticket generation.	**Meets**	
c)	Describe how access to real-time information regarding customer-generated reports of meter or signage problems, and meter-generated warnings and alarms is available to support staff, including maintenance technicians.	**Provide Proposal reference page with description in Column D**	Please refer to pages 22 and 39 for details on our meter management system capabilities.
d)	The MMS shall provide a smartphone application to update, reassign and close out maintenance tickets.	**Does Not Meet**	Currently the maintenance ticket system is web based, not available through an app.
e)	The MMS shall have the capability to track maintenance issues, completion of maintenance tasks and reports on meter uptime.	**Meets**	
f)	The MMS shall provide scheduling capabilities for both preventive and non-recurring maintenance.	**Meets**	
g)	The MMS shall provide a maintenance dispatch interface for the scheduling, recording and reporting of error/problem corrections.	**Meets**	
h)	The MMS shall provide an online mapping module for parking spaces and meters to identify maintenance and enforcement areas/zones. The MMS shall provide real-time verification of parking spaces payment status for enforcement purposes.	**Meets**	
i)	MMS shall allow the remote download of all rate changes, display changes, receipt layout changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless data usage.	**Meets**	
j)	The web-based MMS reporting analytics tool shall allow for: i. Custom filtering of data fields ii. Drop & drag report capabilities iii. Table creation where reports can be saved for individual or global use	**Meets**	
k)	The MMS shall allow for online scheduled reports to be exported as Excel, CSVs and/or PDFs	**Meets**	
2.12 DATA / INTEGRATION			
a)	Proposer must provide real-time integration with the City's current and future parking technology and data management vendors, including, but not limited to, citation issuance/enforcement handhelds, LPR and mobile payment (Passport). Proposer shall confirm current integrations with the City's existing vendors and/or describe any costs associated with implementing the integration required to support pay-by-plate.	**Provide Proposal reference page with description in Column D**	Flowbird confirms that we have current integrations with the City's current vendors and will provide these integrations at no charge. Please refer to page 10 of our proposal for more details on our integration capabilities.

Pay Station Specifications

b)	Vendor will be required to provide all meter related data in a format and interface as defined by the City, including an interface with the City's asset management system (Cityworks). Vendor shall be able to work with outside vendors to perform data migration. This could include data mapping, data cleanup/verification, data transfer, and other testing as defined by City requirements.	**Meets**	Flowbird is able to provide a data extraction tool that allows the City to take the data it needs from the system and import it into the system of its choosing.

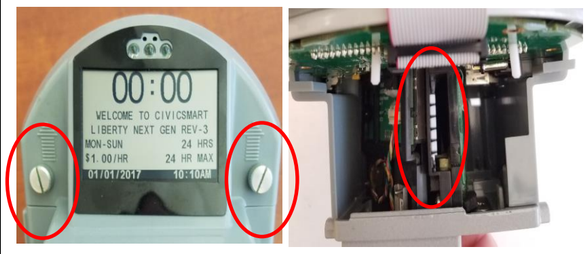
Dual Space Meters

Company Name and Contact Information:		Parkeon, Inc. dba Flowbird - Kerry Loomis - 470-591-6974 - kerry.loomis@flowbird.group	
	Requirement Description	**Requirement Compliance**	**Vendor Response Comments - Optional**
2.1 GENERAL SPECIFICATIONS	**Please note: Please fill this sheet out for DUAL SPACE METERS only**	**Proposer is to respond to all requirements highlighted in *yellow*. If vendor selects "will meet" please list compliance date in notes section**	**If, applicable, you may use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.**
a)	Payment must be available through multiple options, including coin, credit card and mobile payment integration. Near Field Communication (NFC) (including Apple Pay and Google Pay) payments shall be supported and available.	**Meets**	All payment forms except NFC are currently available and operational. NFC payment acceptance (including Apple Pay and Google Pay) will be available in early 2020.
b)	Pay station technology must allow the patron to pay for a parking space transaction at any pay station.	**Does Not Meet**	This is a paystation specific requirement. Dual space parking meters only allow motorists to pay for any two specific spaces per meter.
c)	The ability to add time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time allowed by license plate for the parking space/zone.	**Meets**	For dual space meters, this is a by-space feature, not by-license plate.
d)	Meters must have the ability to store a minimum of 8 different rate structures that are configurable by time of day and day of the week. Pay stations must allow for simultaneous rate structures to be displayed that include static/fixed rate combined with hourly rate options.	**Meets**	
e)	A large screen display is preferred in order for rate information to be displayed, rather than signs posted on the meter.	**Meets**	The LNG high-resolution screen has a large hi-resolution screen which allows for rate and other information to be fully displayed on the screen.
f)	Pre-payment option (payments made in advance of operating hours).	**Meets**	
g)	An option for patrons to be informed of the expiration of their paid parking session.	**Meets**	We do not current offer this solution, however, this is available with the integration of the City's mobile payment provider.
h)	All technology must be simple to understand and easy to use.	**Meets**	
i)	All technology must be reliable, easy to maintain and secure.	**Meets**	
j)	All technology shall be able to electronically display the following to the patron with minimal effort: i. Rates ii. Days and hours of operation iii. User instructions	**Meets**	
k)	Proposers must offer strong customer support 7 days a week.	**Meets**	Our Support Desk is staffed by Full Time CivicSmart employees during business hours. All issues are logged into our Jira Work Order Tracking System so there is full visibility across the organization for all issues until resolution. Live operators answer calls after-hours and can escalate issues as needed. Alternate points of contact are also provided when needed.
l)	Changing rates using the Meter Management System (MMS) shall be completely web-based (no software to install), easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of meters.	**Meets**	
m)	All technology, equipment and systems shall be ADA-compliant.	**Meets**	
n)	All materials and components shall be new and unused.	**Meets**	
o)	All technology shall have a modular design. Components shall be able to be quickly changed in the field.	**Meets**	
p)	All electronic components, connections and wiring shall be fully weatherproofed.	**Meets**	
q)	The meters shall be weather, rust and graffiti resistant and shall be made of stainless steel or an equivalent material.	**Meets**	
r)	The City prefers that the meter has additional lighting or illumination for dark hour usage. Proposer shall describe how the lighting and/or display operates during dark hours.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
s)	All technology shall wirelessly communicate usage, payment status, meter access and maintenance alert data in real-time.	**Meets**	
t)	All technology shall be managed by a web-based meter maintenance system (MMS) that can: i. Remotely update pricing, regulations, and configuration. ii. Provide reports on meter activity. iii. Automatically create maintenance work order tickets for generated alarms or patron reports of meter malfunctions. Maintenance tickets shall be able to be updated via email, smartphone and tablet. iv. Record meter maintenance completed by repair staff. v. Easily indicate meter status and send alarms to designated personnel if a meter is not functioning. vi. Proposer shall describe ability to integrate with City's 311 reporting system to receive and report on trouble tickets and work order requests.	**Meets**	
u)	u) All technology shall be warranted to operate as proposed within a temperature range of -15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City, including but not limited to sleet, snow, hail, grime, rain, fog, sun (including direct sunlight), and vibrations.	**Meets**	
2.2 WIRELESS TWO-WAY COMMUNICATIONS			

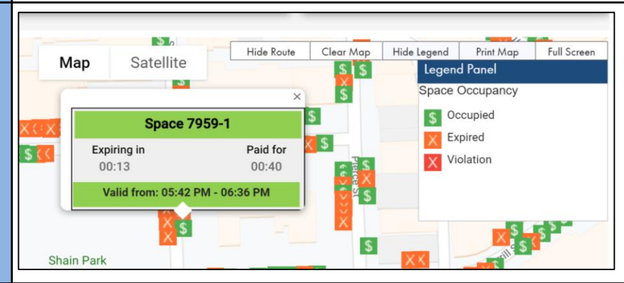
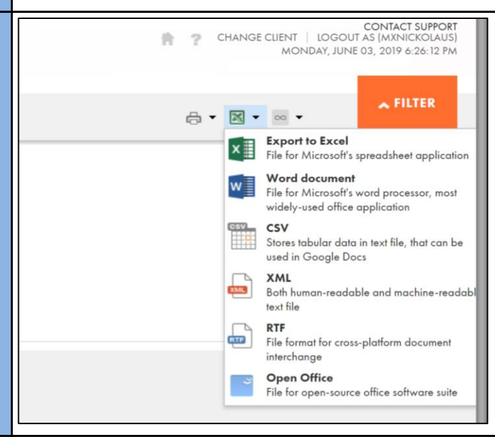
Dual Space Meters

a)	The technology will be equipped with a modem, antenna, and the required software to support wireless communications.	**Meets**	
b)	The wireless communications shall be supplied as a “communications service” during the life of the contract, not as a specific type of modem or wireless carrier supply. Vendor shall be responsible for maintaining and updating the communications service to ensure system uptime in excess of 99% during parking hours of operation.	**Meets**	A communications service guarantee is included in the extended meter warranty.
c)	Describe the modem type: CDMA, GSM and/or Wi-Fi.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
d)	Identify the likely cellular carrier(s) to be used for City service and the process of determining reliability of signal coverage.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
e)	The Proposer shall describe the established process to troubleshoot and resolve communication interruptions and failures.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
f)	System transactions shall be communicated to the back-office system in real time to support pay-by-plate pay station enforcement queries. The system shall support enforcement queries for vehicle payment status.	**Meets**	Dual-space meters are a pay-by-space configuration, therefore will not supply pay-by-plate enforcement queries. Enforcement officers will, however, have access to meter payment status.
g)	If credit card payments can be accepted during weak wireless signal occurrences, describe the process.	**Meets**	During weak or no wireless signal, credit card payments are accepted (unless from a blacklisted card), stored locally in accordance with PCI requirements, and uploaded when servcie is restored.
2.3 DISPLAY			
a)	Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles. Proposer shall describe its options for altering the display to make viewing in direct sunlight easier.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
b)	The meter shall have a backlit graphic display panel that is large enough to legibly display all necessary operating status messages to patrons and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent) configuration and not cause excessive battery drain.	**Meets**	The innovative engineering of our LNG eliminates the need for solar panels which trickle-charge batteries resulting in short battery life. Our fully rechargeable battery is not impaired by trees, bulidings, northern exposure, high latittude, short winter days, etc.
c)	The display shall be scratch and impact resistant.	**Meets**	
d)	Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.	**Meets**	
e)	Describe the ability to program and display different rate schedules by time of day and day of the week, including dynamic and progressive rate structures for peak occupancy periods. City staff shall have the ability to program rates independent of vendor support with no additional costs associated with these changes. i. Customers shall be able to select their rate option prior to submitting payment in order for the meter to translate the amount due and inform the customer of the payment value.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
f)	Graphic display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the meter at least once per day. The City shall have the ability to change or adjust the graphic display independent of vendor support and there shall be no additional costs for these types of adjustments.	**Meets**	
g)	Meters shall have an ability to display special messaging. Proposer shall describe the process and features that enable special messaging, i.e., holiday and special event messages, which can be downloaded remotely.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
h)	Meter display shall clearly communicate the following electronically, alphanumerically and graphically: i. Rates ii. Days and hours of meter operation iii. Regulations iv. Instructions to the user: 1. Read Error, Please Reinsert Card – if card is removed from the mechanism before it could read the information on the card; 2. Coin Only – at the sole discretion of City, if the card slot is inoperable; 3. Card Only – at the sole discretion of City, if the coin slot and/or bill acceptor is inoperable; 4. Out of Order – at the sole discretion of City, if the coin and card slot are inoperable, with customizable instructions such as pay at another meter. v. Special messaging	**Meets**	
i)	Proposer shall describe any static information displayed and the format used.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
2.4 KEYPAD			
a)	Keypads must be vandal resistant, weatherproof, and corrosion resistant.	**Meets**	
b)	Proposer shall describe any visual, audible or tactile indication that a button has been pressed, as feedback to the patron. i. Describe the visibility of the keypad after dark and how the patron will interact with the meter.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
2.5 PAYMENTS			
a)	Proposer shall describe coin, bill, card and alternative payment operations, including the number of different coins/currency accepted and the type of card-based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
b)	All meters must support secure real-time authorization of credit cards and optional contactless cards.	**Meets**	All payment forms except NFC are currently available and operational. NFC payment acceptance (including Apple Pay and Google Pay) will be available in early 2020.
c)	The meter shall accept monies through a jam-resistant coin/bill interface and jam- resistant card payments through a card interface.	**Meets**	*Bills are not applicable to dual-space meters

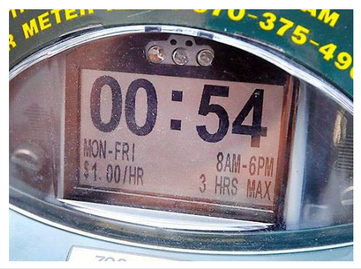
Dual Space Meters

d)	For pay stations, the coin discrimination system should contain an automatic shutter, which only opens during operational hours for coin insertion of approved coins, but not for non-metallic objects.	**N/A**	
e)	For single/dual space meters, Proposer shall describe how the proposed technology mitigates insertion of objects other than approved coins.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
f)	If the coin or bill slot is inoperable, meters must have the option to still accept card payments and promote third-party payments (e.g., mobile payments), if applicable.	**Meets**	
g)	The coin chute or track and coin verifier unit shall be a free-fall type (non-moving and non-mechanized) or an equivalent.	**Meets**	
h)	The coin chute or track shall include an anti-backup provision to prevent and detect the attempted retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).	**Meets**	
i)	Monies must be deposited directly into, and stored within, secured containers in the vault area of the meter.	**Meets**	
j)	Monies must be easy to collect, simple to reconcile and include audit capabilities.	**Meets**	
k)	Maintenance personnel must be able to easily clear coin/bill jams without the use of special tools and without accessing the vault.	**Meets**	Coin jams can be cleared by removing two thumb screws to access the coin slot. 
l)	Describe how the 'Pay at Any Pay Station' feature would operate utilizing the proposed parking technology solution.	**Provide Proposal reference page with description in Column D**	This is not a dual-space meter feature.
m)	All meters shall be able to be programmed to accept pre-payments prior to start of regulated parking and extended payment within applicable City policy requirements.	**Meets**	
n)	Proposer shall describe in detail the step-by-step process of vendor's credit card acceptance procedure from the time a patron inserts his/her card to the time the money is deposited in the City account. Include the name of your gateway processor (if using a third party) and the name of the gateway software (if your firm uses in-house software). Proposer shall list all subcontractors involved in each step (e.g., cellular providers or gateway companies) and describe the subcontractors' PCI compliance. Proposer shall describe any per transaction charges from the vendor and/or the gateway company, or software charges; if none, then state as much.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
o)	The meter, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)).	**Meets**	
p)	Meter shall be PA-DSS certified by a Qualified Security Assessor (QSA).	**Meets**	
q)	The technology must be EMV compliant. Proposer shall describe their current and future EMV capabilities including any required upgrades, options and/or associated costs.	**Meets**	The LNG has a Level 2 EMV-certified card reader.
r)	Proposer shall describe any alternative payment options, the associated costs or any additional fees. Proposal shall describe current and future capabilities including any required upgrades or options for the implementation of the alternative payment options.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
s)	The MMS system shall allow the City to dynamically and remotely adjust parking prices on the meters in real-time.	**Meets**	
2.6 CLOCK			
a)	The meter must have a 365-day calendar real-time clock that completes a daily time-sync with the server at least once every 24 hours and that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset shall occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.	**Meets**	
b)	The clock shall be programmable at least one year in advance for automatic daylight savings time changes.	**Meets**	
c)	The time-of-day clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period). i. There shall be no upper limit or maximum deviation that would prevent the clock from syncing with the MMS. ii. The clock shall track the day of week, Monday through Sunday. iii. Time of day and day of week shall be displayed to maintenance staff, on the front display screen, when the reset feature is activated.	**Meets**	
2.7 POWER			
a)	Pay stations must allow for power by a rechargeable solar-powered (or equivalent) battery.	**N/A**	
b)	Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 30 seconds once the pay station is opened.	**N/A**	
c)	For environmental reasons, Nickel-Cadmium batteries shall not be used to power the meters.	**Meets**	
d)	The meter will be powered by battery and/or rechargeable solar-powered (or equivalent) battery pack.	**Meets**	

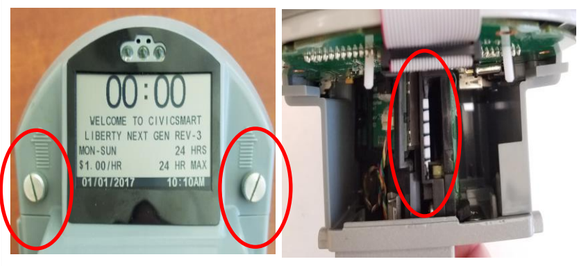
e)	When battery voltage falls below a minimum threshold, the meter will generate an alert prior to the meter going out of service.	**Meets**	
f)	Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.	**Meets**	
g)	Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the MMS.	**Meets**	Battery voltage is available on the display through the Tech Menu as well as in the backend PEMS system.
h)	All locally stored meter data will be retained during battery replacement and battery failures of seven days or less.	**Meets**	
i)	Please describe any unique power management capabilities.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
j)	Battery shall guarantee a life of at least 5 years. Proposer shall describe how any and all options will impact battery life.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
2.8 SECURITY / MAINTENANCE			
a)	Monies passing through the meter shall be deposited directly into secured containers in a separate vault area.	**Meets**	
b)	The coin/bill vault areas shall not be accessible from the maintenance compartment.	**Meets**	
c)	Meters shall be resistant to vandalism and other attacks to remove or disable coin/cash from the coinboxes.	**Meets**	
d)	Meters shall have high security locks for all housing and cabinet doors. Include a description of the locks provided. Electronic locks are preferred with online programmable access parameters including restrictions for maintenance, collections, days of week and hours of day. Describe the manual override process in case of power failure or electronic lock malfunction.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
2.9 WARRANTY / VENDOR SUPPORT			
a)	Proposer shall describe their system warranty and extended warranty options on all hardware and software effective from the date of installation.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
b)	Proposer shall describe technical support services, including 7 day a week customer support help desk availability (including holidays), on-line help features, transaction assistance, on-site support and technical support, during and beyond the installation and warranty periods. Proposer shall describe who is responsible for supporting the meter including any and all subcontractors.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
c)	The customer support help desk shall have the ability to collect and/or provide detailed information to the City via the hotline and/or via log in to the back-office software, including: i. Verify, log and dispatch reports of meter malfunctions in real time with online tracking	**Meets**	
d)	Proposer shall provide the City with toll free telephone numbers enabling them to reach Proposer's staff during normal business hours.	**Meets**	
e)	The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.	**Meets**	
f)	Vendor shall be required to provide quarterly technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements.	**Meets**	
g)	Provide system warranty guarantees and extended warranty options on all hardware and software effective from the date of installation.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
h)	Requests for Quotations from the City must be to be fulfilled within three business days, and/or at a status update on the 3rd business day and every 2 days thereafter. This is to include all requests for all equipment and parts.	**Meets**	
i)	Return Merchandise Authorization (RMA) requests must be fulfilled within 30 calendar days, and/or a status update as the expected time of arrival (ETA). RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within the mutually established delivery hours of operation.	**Meets**	
2.10 TRAINING			
a)	Proposer shall provide a proposed training outline with their response.	**Meets**	Please refer to attached document.
b)	The City requires an on-site 2-hour refresher training each year that will include a review of project issues, system performance and product updates. Vendor shall provide all training at a location to be determined by the City or its designee.	**Meets**	
c)	Proposer shall cover all travel costs.	**Meets**	
d)	Proposer shall describe how upgrades to the MMS or other systems will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.

e)	Proposer shall supply and keep current hard and digital copies of all operating, training, repair and user's manuals, which includes detailed instructions for system usage.	**Meets**	
2.11 REPORTING / MAINTENANCE TRACKING / ENFORCEMENT			
a)	The MMS must provide secure, web-based back office reporting, including real time exception reporting for equipment downtime and data transmission issues.	**Meets**	
b)	The MMS shall provide maintenance tracking with automated technical ticket generation.	**Meets**	
c)	Describe how access to real-time information regarding customer-generated reports of meter or signage problems, and meter-generated warnings and alarms is available to support staff, including maintenance technicians.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
d)	The MMS shall provide a smartphone application to update, reassign and close out maintenance tickets.	**Meets**	
e)	The MMS shall have the capability to track maintenance issues, completion of maintenance tasks and reports on meter uptime.	**Meets**	
f)	The MMS shall provide scheduling capabilities for both preventive and non-recurring maintenance.	**Meets**	
g)	The MMS shall provide a maintenance dispatch interface for the scheduling, recording and reporting of error/problem corrections.	**Meets**	
h)	The MMS shall provide an online mapping module for parking spaces and meters to identify maintenance and enforcement areas/zones. The MMS shall provide real-time verification of parking spaces payment status for enforcement purposes.	**Meets**	
i)	MMS shall allow the remote download of all rate changes, display changes, receipt layout changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless data usage.	**Meets**	
j)	The web-based MMS reporting analytics tool shall allow for: i. Custom filtering of data fields ii. Drop & drag report capabilities iii. Table creation where reports can be saved for individual or global use	**Meets**	
k)	The MMS shall allow for online scheduled reports to be exported as Excel, CSVs and/or PDFs	**Meets**	
2.12 DATA / INTEGRATION			
a)	Proposer must provide real-time integration with the City's current and future parking technology and data management vendors, including, but not limited to, citation issuance/enforcement handhelds, LPR and mobile payment (Passport). Proposer shall confirm current integrations with the City's existing vendors and/or describe any costs associated with implementing the integration required to support pay-by-plate.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
b)	Vendor will be required to provide all meter related data in a format and interface as defined by the City, including an interface with the City's asset management system (Cityworks). Vendor shall be able to work with outside vendors to perform data migration. This could include data mapping, data cleanup/verification, data transfer, and other testing as defined by City requirements.	**Meets**	

RFP 5207-19 ATTACHMENT B - COMPLIANCE MATRIX

Company Name and Contact Information:	Parkeon, Inc. dba Flowbird - Kerry Loomis - 470-591-6974 - kerry.loomis@flowbird.group		
	Requirement Description	**Requirement Compliance**	**Vendor Response Comments - Optional**
2.1 GENERAL SPECIFICATIONS	**Please note: Please fill this sheet out for SINGLE SPACE METERS only**	**Proposer is to respond to all requirements highlighted in *yellow*. If vendor selects "will meet" please list compliance date in notes section**	**If, applicable, you may use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.**
a)	Payment must be available through multiple options, including coin, credit card and mobile payment integration. Near Field Communication (NFC) (including Apple Pay and Google Pay) payments shall be supported and available.	**Meets**	All payment forms except NFC are currently available and operational. NFC payment acceptance (including Apple Pay and Google Pay) will be available in early 2020.
b)	Pay station technology must allow the patron to pay for a parking space transaction at any pay station.	**Does Not Meet**	This is a paystation specific requirement. Single space parking meters only allow motorists to pay for a specific space per meter.
c)	The ability to add time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time allowed by license plate for the parking space/zone.	**Meets**	For single space meters, this is a by-space feature, not by-license plate.
d)	Meters must have the ability to store a minimum of 8 different rate structures that are configurable by time of day and day of the week. Pay stations must allow for simultaneous rate structures to be displayed that include static/fixed rate combined with hourly rate options.	**Meets**	
e)	A large screen display is preferred in order for rate information to be displayed, rather than signs posted on the meter.	**Meets**	The LNG high-resolution screen has a large hi-resolution screen which allows for rate and other information to be fully displayed on the screen. 
f)	Pre-payment option (payments made in advance of operating hours).	**Meets**	
g)	An option for patrons to be informed of the expiration of their paid parking session.	**Does Not Meet**	We do not current offer this solution, however, this is available with the integration of the City's mobile payment provider.
h)	All technology must be simple to understand and easy to use.	**Meets**	
i)	All technology must be reliable, easy to maintain and secure.	**Meets**	
j)	All technology shall be able to electronically display the following to the patron with minimal effort: i. Rates ii. Days and hours of operation iii. User instructions	**Meets**	
k)	Proposers must offer strong customer support 7 days a week.	**Meets**	Our Support Desk is staffed by Full Time CivicSmart employees during business hours. All issues are logged into our Jira Work Order Tracking System so there is full visibility across the organization for all issues until resolution. Live operators answer calls after-hours and can escalate issues as needed. Alternate points of contact are also provided when needed.
l)	Changing rates using the Meter Management System (MMS) shall be completely web-based (no software to install), easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of meters.	**Meets**	
m)	All technology, equipment and systems shall be ADA-compliant.	**Meets**	
n)	All materials and components shall be new and unused.	**Meets**	
o)	All technology shall have a modular design. Components shall be able to be quickly changed in the field.	**Meets**	
p)	All electronic components, connections and wiring shall be fully weatherproofed.	**Meets**	
q)	The meters shall be weather, rust and graffiti resistant and shall be made of stainless steel or an equivalent material.	**Meets**	
r)	The City prefers that the meter has additional lighting or illumination for dark hour usage. Proposer shall describe how the lighting and/or display operates during dark hours.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
s)	All technology shall wirelessly communicate usage, payment status, meter access and maintenance alert data in real-time.	**Meets**	
t)	All technology shall be managed by a web-based meter maintenance system (MMS) that can: i. Remotely update pricing, regulations, and configuration. ii. Provide reports on meter activity. iii. Automatically create maintenance work order tickets for generated alarms or patron reports of meter malfunctions. Maintenance tickets shall be able to be updated via email, smartphone and tablet. iv. Record meter maintenance completed by repair staff. v. Easily indicate meter status and send alarms to designated personnel if a meter is not functioning. vi. Proposer shall describe ability to integrate with City's 311 reporting system to receive and report on trouble tickets and work order requests.	**Meets**	
u)	u) All technology shall be warranted to operate as proposed within a temperature range of -15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City, including but not limited to sleet, snow, hail, grime, rain, fog, sun (including direct sunlight), and vibrations.	**Meets**	
2.2 WIRELESS TWO-WAY COMMUNICATIONS			
a)	The technology will be equipped with a modem, antenna, and the required software to support wireless communications.	**Meets**	
b)	The wireless communications shall be supplied as a "communications service" during the life of the contract, not as a specific type of modem or wireless carrier supply. Vendor shall be responsible for maintaining and updating the communications service to ensure system uptime in excess of 99% during parking hours of operation.	**Meets**	A communications service guarantee is included in the extended meter warranty.
c)	Describe the modem type: CDMA, GSM and/or Wi-Fi.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
d)	Identify the likely cellular carrier(s) to be used for City service and the process of determining reliability of signal coverage.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
e)	The Proposer shall describe the established process to troubleshoot and resolve communication interruptions and failures.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
f)	System transactions shall be communicated to the back-office system in real time to support pay-by-plate pay station enforcement queries. The system shall support enforcement queries for vehicle payment status.	**Meets**	Single-space meters are a pay-by-space configuration, therefore will not supply pay-by-plate enforcement queries. Enforcement officers will, however, have access to meter payment status.

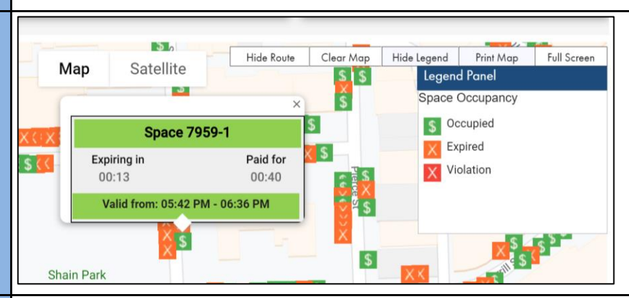
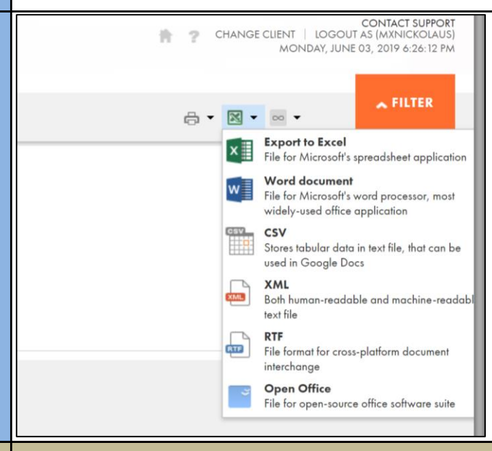
Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
g)	If credit card payments can be accepted during weak wireless signal occurrences, describe the process.	**Meets**	During weak or no wireless signal, credit card payments are accepted (unless from a blacklisted card), stored locally in accordance with PCI requirements, and uploaded when servcie is restored.
2.3 DISPLAY			
a)	Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles. Proposer shall describe its options for altering the display to make viewing in direct sunlight easier.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
b)	The meter shall have a backlit graphic display panel that is large enough to legibly display all necessary operating status messages to patrons and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent) configuration and not cause excessive battery drain.	**Meets**	The innovative engineering of our LNG eliminates the need for solar panels which trickle-charge batteries resulting in short battery life. Our fully rechargeable battery is not impaired by trees, bulidings, northern exposure, high latittude, short winter days, etc.
c)	The display shall be scratch and impact resistant.	**Meets**	
d)	Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.	**Meets**	
e)	Describe the ability to program and display different rate schedules by time of day and day of the week, including dynamic and progressive rate structures for peak occupancy periods. City staff shall have the ability to program rates independent of vendor support with no additional costs associated with these changes. i. Customers shall be able to select their rate option prior to submitting payment in order for the meter to translate the amount due and inform the customer of the payment value.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
f)	Graphic display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the meter at least once per day. The City shall have the ability to change or adjust the graphic display independent of vendor support and there shall be no additional costs for these types of adjustments.	**Meets**	
g)	Meters shall have an ability to display special messaging. Proposer shall describe the process and features that enable special messaging, i.e., holiday and special event messages, which can be downloaded remotely.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
h)	Meter display shall clearly communicate the following electronically, alphanumerically and graphically: i. Rates ii. Days and hours of meter operation iii. Regulations iv. Instructions to the user: 1. Read Error, Please Reinsert Card – if card is removed from the mechanism before it could read the information on the card; 2. Coin Only – at the sole discretion of City, if the card slot is inoperable; 3. Card Only – at the sole discretion of City, if the coin slot and/or bill acceptor is inoperable; 4. Out of Order – at the sole discretion of City, if the coin and card slot are inoperable, with customizable instructions such as pay at another meter. v. Special messaging	**Meets**	
i)	Proposer shall describe any static information displayed and the format used.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
2.4 KEYPAD			
a)	Keypads must be vandal resistant, weatherproof, and corrosion resistant.	**Meets**	
b)	Proposer shall describe any visual, audible or tactile indication that a button has been pressed, as feedback to the patron. i. Describe the visibility of the keypad after dark and how the patron will interact with the meter.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
2.5 PAYMENTS			
a)	Proposer shall describe coin, bill, card and alternative payment operations, including the number of different coins/currency accepted and the type of card-based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
b)	All meters must support secure real-time authorization of credit cards and optional contactless cards.	**Meets**	All payment forms except NFC are currently available and operational. NFC payment acceptance (including Apple Pay and Google Pay) will be available in early 2020.
c)	The meter shall accept monies through a jam-resistant coin/bill interface and jam- resistant card payments through a card interface.	**Meets**	*Bills are not applicable to single-space meters
d)	For pay stations, the coin discrimination system should contain an automatic shutter, which only opens during operational hours for coin insertion of approved coins, but not for non-metallic objects.	**N/A**	
e)	For single/dual space meters, Proposer shall describe how the proposed technology mitigates insertion of objects other than approved coins.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
f)	If the coin or bill slot is inoperable, meters must have the option to still accept card payments and promote third-party payments (e.g., mobile payments), if applicable.	**Meets**	
g)	The coin chute or track and coin verifier unit shall be a free-fall type (non-moving and non-mechanized) or an equivalent.	**Meets**	
h)	The coin chute or track shall include an anti-backup provision to prevent and detect the attempted retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).	**Meets**	
i)	Monies must be deposited directly into, and stored within, secured containers in the vault area of the meter.	**Meets**	
j)	Monies must be easy to collect, simple to reconcile and include audit capabilities.	**Meets**	
k)	Maintenance personnel must be able to easily clear coin/bill jams without the use of special tools and without accessing the vault.	**Meets**	Coin jams can be cleared by removing two thumb screws to access the coin slot. 
l)	Describe how the 'Pay at Any Pay Station' feature would operate utilizing the proposed parking technology solution.	**Provide Proposal reference page with description in Column D**	This is not a single-space meter feature.
m)	All meters shall be able to be programmed to accept pre-payments prior to start of regulated parking and extended payment within applicable City policy requirements.	**Meets**	

Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
n)	Proposer shall describe in detail the step-by-step process of vendor's credit card acceptance procedure from the time a patron inserts his/her card to the time the money is deposited in the City account. Include the name of your gateway processor (if using a third party) and the name of the gateway software (if your firm uses in-house software). Proposer shall list all subcontractors involved in each step (e.g., cellular providers or gateway companies) and describe the subcontractors' PCI compliance. Proposer shall describe any per transaction charges from the vendor and/or the gateway company, or software charges; if none, then state as much.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
o)	The meter, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)).	**Meets**	
p)	Meter shall be PA-DSS certified by a Qualified Security Assessor (QSA).	**Meets**	
q)	The technology must be EMV compliant. Proposer shall describe their current and future EMV capabilities including any required upgrades, options and/or associated costs.	**Meets**	The LNG has a Level 2 EMV-certified card reader.
r)	Proposer shall describe any alternative payment options, the associated costs or any additional fees. Proposal shall describe current and future capabilities including any required upgrades or options for the implementation of the alternative payment options.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
s)	The MMS system shall allow the City to dynamically and remotely adjust parking prices on the meters in real-time.	**Meets**	
2.6 CLOCK			
a)	The meter must have a 365-day calendar real-time clock that completes a daily time-sync with the server at least once every 24 hours and that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset shall occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.	**Meets**	
b)	The clock shall be programmable at least one year in advance for automatic daylight savings time changes.	**Meets**	
c)	The time-of-day clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period). i. There shall be no upper limit or maximum deviation that would prevent the clock from syncing with the MMS. ii. The clock shall track the day of week, Monday through Sunday. iii. Time of day and day of week shall be displayed to maintenance staff, on the front display screen, when the reset feature is activated.	**Meets**	
2.7 POWER			
a)	Pay stations must allow for power by a rechargeable solar-powered (or equivalent) battery.	**N/A**	
b)	Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 30 seconds once the pay station is opened.	**N/A**	
c)	For environmental reasons, Nickel-Cadmium batteries shall not be used to power the meters.	**Meets**	
d)	The meter will be powered by battery and/or rechargeable solar-powered (or equivalent) battery pack.	**Meets**	
e)	When battery voltage falls below a minimum threshold, the meter will generate an alert prior to the meter going out of service.	**Meets**	
f)	Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.	**Meets**	
g)	Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the MMS.	**Meets**	Battery voltage is available on the display through the Tech Menu as well as in the backend PEMS system.
h)	All locally stored meter data will be retained during battery replacement and battery failures of seven days or less.	**Meets**	
i)	Please describe any unique power management capabilities.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
j)	Battery shall guarantee a life of at least 5 years. Proposer shall describe how any and all options will impact battery life.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
2.8 SECURITY / MAINTENANCE			
a)	Monies passing through the meter shall be deposited directly into secured containers in a separate vault area.	**Meets**	
b)	The coin/bill vault areas shall not be accessible from the maintenance compartment.	**Meets**	
c)	Meters shall be resistant to vandalism and other attacks to remove or disable coin/cash from the coinboxes.	**Meets**	
d)	Meters shall have high security locks for all housing and cabinet doors. Include a description of the locks provided. Electronic locks are preferred with online programmable access parameters including restrictions for maintenance, collections, days of week and hours of day. Describe the manual override process in case of power failure or electronic lock malfunction.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
2.9 WARRANTY / VENDOR SUPPORT			
a)	Proposer shall describe their system warranty and extended warranty options on all hardware and software effective from the date of installation.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
b)	Proposer shall describe technical support services, including 7 day a week customer support help desk availability (including holidays), on-line help features, transaction assistance, on-site support and technical support, during and beyond the installation and warranty periods. Proposer shall describe who is responsible for supporting the meter including any and all subcontractors.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
c)	The customer support help desk shall have the ability to collect and/or provide detailed information to the City via the hotline and/or via log in to the back-office software, including: i. Verify, log and dispatch reports of meter malfunctions in real time with online tracking	**Meets**	
d)	Proposer shall provide the City with toll free telephone numbers enabling them to reach Proposer's staff during normal business hours.	**Meets**	

Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
e)	The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.	**Meets**	
f)	Vendor shall be required to provide quarterly technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements.	**Meets**	
g)	Provide system warranty guarantees and extended warranty options on all hardware and software effective from the date of installation.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
h)	Requests for Quotations from the City must be to be fulfilled within three business days, and/or at a status update on the 3rd business day and every 2 days thereafter. This is to include all requests for all equipment and parts.	**Meets**	
i)	Return Merchandise Authorization (RMA) requests must be fulfilled within 30 calendar days, and/or a status update as the expected time of arrival (ETA). RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within the mutually established delivery hours of operation.	**Meets**	
2.10 TRAINING			
a)	Proposer shall provide a proposed training outline with their response.	**Meets**	Please refer to attached document.
b)	The City requires an on-site 2-hour refresher training each year that will include a review of project issues, system performance and product updates. Vendor shall provide all training at a location to be determined by the City or its designee.	**Meets**	
c)	Proposer shall cover all travel costs.	**Meets**	
d)	Proposer shall describe how upgrades to the MMS or other systems will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
e)	Proposer shall supply and keep current hard and digital copies of all operating, training, repair and user's manuals, which includes detailed instructions for system usage.	**Meets**	
2.11 REPORTING / MAINTENANCE TRACKING / ENFORCEMENT			
a)	The MMS must provide secure, web-based back office reporting, including real time exception reporting for equipment downtime and data transmission issues.	**Meets**	
b)	The MMS shall provide maintenance tracking with automated technical ticket generation.	**Meets**	
c)	Describe how access to real-time information regarding customer-generated reports of meter or signage problems, and meter-generated warnings and alarms is available to support staff, including maintenance technicians.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
d)	The MMS shall provide a smartphone application to update, reassign and close out maintenance tickets.	**Meets**	
e)	The MMS shall have the capability to track maintenance issues, completion of maintenance tasks and reports on meter uptime.	**Meets**	
f)	The MMS shall provide scheduling capabilities for both preventive and non-recurring maintenance.	**Meets**	
g)	The MMS shall provide a maintenance dispatch interface for the scheduling, recording and reporting of error/problem corrections.	**Meets**	
h)	The MMS shall provide an online mapping module for parking spaces and meters to identify maintenance and enforcement areas/zones. The MMS shall provide real-time verification of parking spaces payment status for enforcement purposes.	**Meets**	
i)	MMS shall allow the remote download of all rate changes, display changes, receipt layout changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless data usage.	**Meets**	
j)	The web-based MMS reporting analytics tool shall allow for: i. Custom filtering of data fields ii. Drop & drag report capabilities iii. Table creation where reports can be saved for individual or global use	**Meets**	
k)	The MMS shall allow for online scheduled reports to be exported as Excel, CSVs and/or PDFs	**Meets**	
2.12 DATA / INTEGRATION			
a)	Proposer must provide real-time integration with the City's current and future parking technology and data management vendors, including, but not limited to, citation issuance/enforcement handhelds, LPR and mobile payment (Passport). Proposer shall confirm current integrations with the City's existing vendors and/or describe any costs associated with implementing the integration required to support pay-by-plate.	**Provide Proposal reference page with description in Column D**	Please refer to attached document.
b)	Vendor will be required to provide all meter related data in a format and interface as defined by the City, including an interface with the City's asset management system (Cityworks). Vendor shall be able to work with outside vendors to perform data migration. This could include data mapping, data cleanup/verification, data transfer, and other testing as defined by City requirements.	**Meets**	

#	Technical Requirements	Firm Response	Comments, Explanation and/or Clarification
General Firm Credentials			
1	Firm has significant Public Sector market presence - provide number of customer implementations.	**Meets**	We have over 50 clients using our smart meters within the past ten years including nearly 2 dozen with at least 100 single-space meters.
2	Firm has a service support center (support and implementation personnel only) dedicated to the proposed product?	**Meets**	We are headquartered in Milwaukee, WI, from where we will support this project. We have two dozen US employees and another 50+ staff who support our operations remotely.
Licensing			
1	Describe your licensing (user, application and database) for Hosted, SaaS or On Premises.	**Meets**	We deliver our software via a SaaS model. For our LNG meters and related PEMS software, there is a "per meter" monthly fee that includes wireless connectivity, a PCI compliant network and software licensing.
Project Implementation and Training Plan			
1	The Firm shall include a typical timeline with this Proposal including major milestones for tasks and subtasks, dates and both Firm and customer resources.	**Meets**	We have included a project timeline in our Technical Proposal, Section C. Descriptions of each of the below deliverables/stages are also included in this section.
2	Include a description of your overall approach to each of the following task areas (if applicable):		
	a) System Installation	**Meets**	
	b) System configuration	**Meets**	
	c) Data Conversion	**Meets**	
	d) Training (A sample of training materials & documentation should be included)	**Meets**	
	e) Test planning and execution	**Meets**	
	f) System interface design and support	**Meets**	
	g) System roll-out, procedures, and support	**Meets**	
3	Please describe your current project management methodology.		Our project approach and management disciplines include a blend of sophisticated and proven tools, techniques and methodologies. Moreover, we believe the most important ingredient is our seasoned experience and ability to collaborate openly with our client's leadership team. All of these elements enable us to offer the most practical approach for ensuring compliance with the defined scope of work while proactively identifying and mitigating risks that may occur as well as efficiently managing expectations to help ensure optimum outcomes. CivicSmart subscribes to a disciplined

			implementation methodology that includes a proven process comprised of Planning, Design, Configuration, Testing, Installation, Training and Implementation. CivicSmart applies these best practices for end-to-end management and delivery assurance.
Support			
1	The City of Spokane expects that annual support will include all updates, enhancements and training to the proposed solution. Describe how your solution meets this requirement.	**Meets**	System updates represent bundled changes to a client's existing software version. We will provide the City with ongoing software release updates for the contractual components of the City's system for the life of the contract, at no additional cost. Software release updates may include enhancements to existing functionality, additional or modified reports, and the like. These release updates are thoroughly tested in our development and Test/QA environments before they are installed in production. Our formal release management process ensures that each agency has the most up-to-date release of the application software version for which we are mutually contracted.
2	Describe your ongoing user support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period.	**Meets**	Our service center is staff during regular business hours to take support calls. The City will also be provided a JIRA self-service support portal login so that management can log and track support issues. Issues are ranked depending on severity and will be assigned to the appropriate staff member who will ensure the issue is resolved within the established time period.
3	Describe your escalation process for issues that are not resolved during initial call.	**Meets**	If an issue cannot be resolved during the initial call, it will be assigned a status dependent on severity of the issue. The City will be able to monitor ticket status in JIRA. For issues that require a repair, we will initiate a RMA process.
4	The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.	**Meets**	We certify that we meet the requirement of four (4) hour response time to non-emergency issues and a response time with one (1) hour for critical issues.
5	Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.	**Meets**	The JIRA portal is the City's best option for reporting and tracking issues. JIRA allows the City to track the entire life cycle of the issue and collaborate with any staff assigned to the issue.
6	Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.	**Meets**	For any enhancements within the scope of this project, we will coordinate with the City to establish an update timetable. For

			anything outside of this scope, we will discuss any possible cost of upgrades and implementation plans with the City at that time.
7	Live support is available for any issues Monday – Friday, 8am – 5pm (PST), or other reasonable timeframe during typical business hours. Please provide SLA agreements.	**Meets**	We will provide live support for any issues Monday – Friday, 8am – 5pm (PST). We have discussed this further in Section B.4. We will finalize a Service Level Agreement as part of negotiations. Representative SLA terms include a response time for "Urgent Issues" of one business hour with a target resolution of one business day. For other issues, the response time will be four business hours with a target resolution of three business days. "Urgent Issues" are those where a major component of the system is in a non-responsive or non-communicative state and severely affects users' ability to use the system as intended. This includes outages of meters impacting 5% or more of the spaces, interface or communications outages that prevent meter data from being shared with PEMS or third-party systems, and inability of administrative users to log into the system.
8	Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.	**Meets**	Any regular processes such as updates will be established with the City upon project implementation. For an unforeseen events, we will communicate any issues, necessary bug fixes, service outages, or EOL dates as soon as we are made aware of them.
9	Describe account and support management methodology if provided such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.	**Meets**	During system installation, we will have dedicated staff on-site during the entire installation and training process. They will be available full-time to ensure the City's new equipment is working properly and that all of the necessary City staff are knowledgeable about the new system. Post-installation, staff will be available remotely to provide additional training or informational sessions. On-site visits are available upon request.
General System Specifications			
1	City of Spokane staff does not have administrative rights to install or upgrade applications and plug-ins on their computers. Describe any and all components that must be installed locally on a client machine, including Internet Explorer and Office plug-ins. Describe your support for packaging these components, if any, for automated installation.	**Meets**	Our solution does not require any special software to be added or installed to the City's computers. Our PEMS backend management system is compatible on any major web browser.

2	Internally, the City of Spokane has standardized on a Microsoft desktop platform: Windows operating system, Office suite, and Internet Explorer browser. The selected application Firm is expected to support all features and functionality within this environment. List versions currently supported by your product and describe your policy for adopting new versions of these products.	**Meets**	PEMS does not requirement any special operating system or browser. Windows XP or newer, and the latest version of the City's preferred web browser is sufficient to run PEMS. We are constantly ensuring our solutions are compatible with the newest technological upgrades and certify PEMS will be capable of running on any and all future upgrades.
3	City of Spokane requires the solution be compatible with multiple modern internet browsers for customer access via various platforms such as smart phones, tablets, desktops, etc. List the browsers and their versions(s) that your system currently supports and describe any functionality restrictions and limitations with your solution.	**Meets**	PEMS is compatible with all of the major web browsers, including Internet Explorer, Google Chrome, Mozilla Firefox, and Apple Safari. We recommend running PEMS on the latest updated version of each internet browser for optimal performance. PEMS is compatible on desktops/laptops and tablets.
4	Any on premise components of the proposed solution must work in the city's current technical environment. If Proposal includes an on premise technology component, please describe the components that would be on premise and the environments supported/required. Include networking components and configurations required to support the proposed solution. If applicable, also describe any remote access to the city's network that your staff requires for implementation and/or ongoing support.	**Meets**	Besides the parking meters, there are no on-premise components of our solution. Our PEMS backend management system can run on the City's existing computers.
5	Role Based Access Control (RBAC) allows the System Administrator to create user "profiles" that allow and grant user security rights to various functions of the system. Individuals or groups can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile that gives them all the rights of the particular group. Describe how your system provides RBAC management and the level of granularity.	**Meets**	Our PEMS backend management system requires a user login to access the portal. This user login allows management to control what information each user has access to and the amount of control they are given to make changes. At the meter, the meter mechanism is separate from the coin canister, ensuring that maintenance staffs have no access to cash collection and vice versa.
Network Requirements			
1	Specify maximum allowed latency requirements		System works with all major cellular carriers in US. 4G LTE networks with less than 1 second are recommended and acceptable
2	Specify the typical amount of network traffic generated by this application in Mbps		Average peak usage is 1 Mbps.
3	Specify the minimum network bandwidth required for each client installation in Mbps		Broadband connectivity with about 3 Mbps bandwidth is recommended for networked client computers to access the backend management system.
4	Specify all network ports that will need to be opened for both clients and network firewalls.		Standard HTTPS (and http) ports - 443, 80.
5	Specify all public IP addresses that will need to be accessed by clients or servers.		Pems.pemsportal.com

6	Specify any special IP address or protocol requirements for server or client PCs		TCPIP.
7	Specify remote access requirements and identify remote access users/equipment		No special access needed.
8	Specify physical switch port count requirements and port speed		No special requirements. Client PCs need to be networked with broadband access to internet.
9	Specify any special network design requirements		No special network design needed.
10	Specify if there are any QOS requirements		No QOS requirement.
11	Specify any telephony requirements analog and or IP		No special requirements – IP telephony.
12	Specify any wireless access requirements		Mobile devices are connected wirelessly – 4G LTE Networks recommended. No wireless requirements for client PCs.
13	Specify fiber or ethernet cabling requirements		No special requirements. Client PCs need to be networked with broadband access to Internet.
14	Specify power requirements for all new equipment		The LNG meters are equipped with rechargeable batteries, so there is no additional wiring or power requirements outside of a regular charging cycle.
15	Identify any certificate requirements		No special certificates required.
Third Party Contracting			
1	Identify any/all 3rd party subcontractors and/or cloud service providers you contract with for your solution.	**Meets**	We do not have any 3rd party subcontractors and/or cloud service providers for this project. However, we do operate with an API so we are able to integrate with all of the City's other industry providers. We have over 2 dozen current industry integrations in the areas of multi-space meters, enforcement systems (citation issuance and processing), and mobile payment providers.
2	If using 3rd party subcontractors and/or cloud service providers describe the agreements you have with them for system security, business continuance, backup and restoration services, system availability, maintenance windows, hours of support, and penalties for violating prescribed uptime.	**Meets**	N/A
Upgrades			
1	Describe your typical average upgrade schedule (frequency of version releases, patches, length of time to implement, notification process) and documentation provided.	**Meets**	We typically issue periodic software release updates to our applications. These updates will be coordinated with a City site representative and handled via remote access established during project implementation. Historically, most of the activities associated with a release update are performed remotely. User and operational documentation will be updated and distributed to the City concurrently with updates to the system.
2	Describe your notification practices for:		

	a) Planned outages	**Meets**	Planned outages to the system will occur on Sundays and maintenance to our systems occurs on Sundays from 4:00am to 7:00 am, to prevent disruption to the City's program.
	b) Changes to the application and/or database	**Meets**	Planned outages to the system will occur on Sundays and maintenance to our systems occurs on Sundays from 4:00am to 7:00 am, to prevent disruption to the City's program.
	c) Unplanned outages	**Meets**	For any unplanned outages, we will notify the City immediately and establish a plan to get the system back up as quickly as possible.
	d) Product sunset	**Meets**	We will inform the City of any product sunset dates at least a year in advance.
3	Describe any test or "sandbox" environments you would provide to the City of Spokane.	**Meets**	The parking industry is constantly evolving, and we've been a supporter of enhancements to the system throughout our experience. We want to make sure that all implementations and enhancements benefit the City without the headache that altering a system may cause, and to do that, we have and will continue to provide a test environment to test modifications and enhancements before they go live in the production system. The test environment is the perfect place to test ideas for improving efficiency and add new business rules. This is where the ramifications can be seen without affecting real data. The test system will be available at any time, excluding system refreshes, for the City to test, verify and approve system modifications before they are released to the production system as to not disturb daily operations.
4	Describe typical upgrade effort (downtime, level of difficulty, length of time to upgrade/update)	**Meets**	As described above, we do our best to implement upgrades/updates during times when the City's parking program will see no downtime and don't foresee any difficult or lengthy upgrade/update processes. If one arises, we will notify the City before begin the process.
Communications and Operations Management			
1	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	**Meets**	Yes.
2	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research and, if so, for what length of time?	**Meets**	Yes.

3	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	**Meets**	Yes.
4	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?	**Meets**	Yes.
5	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?	**Meets**	Yes.
6	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?	**Meets**	Yes.
7	Is City of Spokane data ever stored on non-company managed equipment?	**Meets**	No.
Public Records			
1	What is the procedure to retrieve bulk data in response to a PRR?	**Meets**	Our data is exportable via PEMS in CSV, Excel and PDF formats.
Risk Assessment and Treatment			
1	Is there a risk assessment program in place?	**Meets**	Yes,
2	Is there a process to monitor, track, and remediate all identified risks on an ongoing basis?	**Meets**	Yes.
Security Policy			
1	Is there an information security policy?	**Meets**	Yes.
2	Have information security policies been reviewed in the last 12 months?	**Meets**	Yes.
3	Is there an Acceptable Use Policy for employees, contractors, temporary staff, etc.?	**Meets**	Yes.
4	Is the information security policy communicated to constituents?	**Meets**	Yes.
Organizational Security			
1	Is there an individual or group responsible for security within the organization?	**Meets**	Yes.
2	Are contacts with information security special interest groups, specialist security forums, or professional associations maintained?	**Meets**	Yes.
3	Has an independent third-party review of the information security program been conducted in the last 12 months?	**Meets**	Yes.
4	Does management require the use of confidentiality or non-disclosure agreements with external parties (including Vendors or Suppliers)?	**Meets**	Yes.
5	Is access to City of Spokane data (or the processing facilities hosting such data) provided to external parties?	**Meets**	No.
6	Is the penetration testing conducted by a 3rd party?	**Meets**	Yes.

7	Are suitable tests of systems and applications carried out during development and prior to acceptance?	**Meets**	Yes.
8	Are anti-virus products used and configured with daily definition updates?	**Meets**	Yes.
9	Are backups of systems and data performed periodically (e.g. weekly)?	**Meets**	Yes,
10	Is backup media stored offsite in a trusted facility?	**Meets**	Yes.
11	Is City of Spokane data isolated from other customer systems/data and secured to prevent unauthorized logical or physical access?	**Meets**	Yes.
12	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	**Meets**	Yes.
13	Are firewalls used to segment network zones and terminate connections to external networks?	**Meets**	Yes.
14	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research?	**Meets**	Yes.
15	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	**Meets**	Yes.
16	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?	**Meets**	Yes.
17	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?	**Meets**	Yes.
18	Is there an approval process to use wireless network devices?	**Meets**	Yes.
19	Are wireless connections encrypted?	**Meets**	Yes.
20	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?	**Meets**	Yes.
21	Is there a policy that addresses the use and management of removable media? (e.g., CDs, DVDs, backup tapes, USB drives, etc.)?	**Meets**	Yes.
22	Is sensitive data on removable media, including backup tapes, encrypted?	**Meets**	Yes.
23	Is City of Spokane data ever stored on non-company managed equipment?	**Meets**	No.
24	Are desktops/laptops/mobile devices "managed" and configured with a minimum build including security software (e.g. host firewall, disk encryption, etc.)?	**Meets**	Yes.
Access Control			
1	Are privileged accounts (administrator, super-user, etc.) controlled and reviewed?	**Meets**	Yes.

2	For systems which touch City of Spokane data, is there a separation of duties process in place for approving and implementing access with sponsorship and duration documented?	**Meets**	Yes.
3	Are user access paths set up on a predefined role-based need-to-know basis (e.g., only the operators working on City of Spokane's project have access to City of Spokane's information and systems)?	**Meets**	Yes.
4	Are there formal procedures to add, delete and modify user accounts and access, assign to role and audit compliance against current user list?	**Meets**	Yes.
5	Do policies require access controls be in place on applications, operating systems, databases, and network devices to ensure users have least privilege?	**Meets**	Yes.
6	Are unique user IDs used for access?	**Meets**	Yes.
7	Is there a process to grant and approve access to systems processing, storing, or transmitting City of Spokane data?	**Meets**	Yes.
8	Is there a process to recertify access on a periodic basis (including privileged accounts e.g. administrator, super user, etc.)?	**Meets**	Yes.
9	Are passwords required to access systems processing, storing, or transmitting City of Spokane data?	**Meets**	Yes.
10	Do remote access communications into the environment occur over an encrypted tunnel (e.g. IPSec, SSL VPN, etc.)?	**Meets**	Yes.
11	Is multi-factor authentication required for remote access?	**Meets**	Yes.
Systems Acquisition Development & Maintenance			
1	Is there a Software Development Life Cycle (SDLC) process, which includes security requirements and tollgates?	**Meets**	Yes.
2	Is access to production code and program source libraries based on the principle of least privilege?	**Meets**	Yes.
3	Are change control procedures required for all changes to the production environment?	**Meets**	Yes.
4	Is City of Spokane data ever used in the development, staging, or testing/QA environments?	**Meets**	No, unless established with the City.
5	Are source code reviews (e.g. input validation) performed on applications, including those processing City of Spokane data?	**Meets**	Yes.
6	Are penetration tests and vulnerability assessments performed against external/Internet-facing systems and applications?	**Meets**	Yes.
7	Do developers receive targeted security training and are they made aware of vulnerabilities through periodic metrics reporting?	**Meets**	Yes.
8	Does the SDLC process include security requirements gathering, implementation, and verification tollgates before acceptance into production?	**Meets**	Yes.
9	Does the development process follow OWASP standards for building secure applications including international security review?	**Meets**	Yes.

10	For environments being used for City of Spokane data, do you have an external source code review of all major applications revisions to the environment (SQl injection, cross-site scripting, and security weaknesses, not QA)?	**Meets**	No external review, however an internal review is done for injection, cross-site, scripting and security.
11	Do developers regularly receive detailed coding and design training in application security?	**Meets**	Yes.
Incident Event and Communications Management			
1	Is there an Incident Response process (including IT security breaches) that is reviewed annually?	**Meets**	Yes.
2	Is there an Incident / Event Response team with defined roles and responsibilities?	**Meets**	Yes.
3	Is there a process to notify City of Spokane of incidents/events, including the sharing of relevant documentation (e.g. issues, root cause analyses, outcomes, and remediation)?	**Meets**	Yes.
Business Continuity & Disaster Recovery			
1	Is there a documented policy for business continuity and disaster recovery?	**Meets**	Yes.
2	Is the capacity at the recovery location reviewed on a regular basis to ensure that adequate capacity is available in the event of a disaster?	**Meets**	Yes.
3	Does the product or service in question have an assured business continuity capability?	**Meets**	Yes.
4	Does the recovery strategy assure the continued maintenance of the service level agreements?	**Meets**	Yes.
5	Does the Business Continuity and/or Disaster Recovery plan address notification to City of Spokane when incidents occur?	**Meets**	Yes.
6	Are alternate facilities (e.g. data centers, office locations, etc.) used?	**Meets**	No.
Compliance			
1	Are there requirements to comply with any legal, regulatory or industry requirements, etc.?	**Meets**	Yes.
2	Are audits performed to ensure compliance with any legal, regulatory or industry requirements?	**Meets**	Yes.
3	Is there a records retention policy?	**Meets**	Yes.
4	Is there an independent audit function within the organization?	**Meets**	Yes.
Privacy			
1	Is there an individual in the organization who is responsible for privacy?	**Meets**	Yes.
2	Do the policies and procedures include appropriate safeguards to ensure compliance with applicable privacy laws, including cross-border transfers of targeted privacy data?	**Meets**	Yes.
3	Is there a documented data flow for targeted privacy data for each jurisdiction?	**Meets**	Yes.

4	Does the organization control or own the delivery of Privacy Notices to customers?	**Meets**	Yes.
5	Are there documented policies or procedures to ensure targeted privacy data is only collected, stored and used for the purposes for which it was collected?	**Meets**	Yes.
6	Are there written procedures to process data protection authorities / regulators' complaints, if required?	**Meets**	Yes.
7	Are there documented procedures to notify customers (City of Spokane included) whose sensitive or personal information has been breached, as required by policy, practice or applicable privacy laws?	**Meets**	Yes.
8	Is there internal monitoring for compliance with Privacy Policies and procedures?	**Meets**	Yes.
9	Is on-boarding privacy training provided for all employees, contractors, temporary staff, etc.?	**Meets**	Yes.
SaaS Providers			
1	Are logins and communications secured with encryption? (HTTPS, SFTP,etc)	**Meets**	Yes.
2	Are data transfers secured with encryption (HTTPS,SFTP,etc)	**Meets**	Yes.
Vendors connecting to City of Spokane			
1	Vendor devices accessing City of Spokane networks are secured with at least the minimum required software (Antivirus,etc)	**Meets**	Yes.
2	Verify no personal devices will connect to the City of Spokane network, only authorized Vendor owned devices.	**Meets**	Yes, we verify no personal devices will connect to the City of Spokane network.
3	Site to site tunnels are encrypted and mask both the Vendor and City of Spokane networks with NATing	**Meets**	Yes.
4	Will communication over the VPN or tunnel be limited to only the systems necessary to transfer data and/or service the projects at City of Spokane	**Meets**	Yes.

Price Proposal

RFP #5207-19 - ATTACHMENT B - PRICING MATRIX
City of Spokane
Paid Parking Technology

Instructions:
This shall include everything necessary to complete system implementation.
Itemize the unit and extended price for each product and service proposed.
List any pricing assumptions and/or notes below the spreadsheet
Enter N/A for any pricing that is not applicable to this proposal.

Assumptions:
The scope is to support up to a total of 5,400 spaces with paid parking technology; pending budget approval. The City intends to order equipment through phases starting with approximately 800 spaces.

PAY STATION PURCHASE OPTION

PRICING, PAY STATION:

Item No.	Item	Model Name or Number	Unit Price	Quantity 10	Quantity 25	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 700
1	New Pay Station, with alphanumeric keyboard (pay by plate configuration), solar power, EMV compliant	Option 1 - Strada Pay Station monochrome display	$4,949.00 per unit	$4,949.00 per unit	$4,949.00 per unit	$4,799.00 per unit	$4,799.00 per unit	$4,649.00 per unit	$4,499.00 per unit	$4,499.00 per unit
		Option 2 - Strada Pay Station 7" Full Color Screen	$5,299.00 per unit	$5,299.00 per unit	$5,299.00 per unit	$5,149.00 per unit	$5,149.00 per unit	$4,999.00 per unit	$4,849.00 per unit	$4,849.00 per unit
	Note that for Option 3 we will provide a buy back of the existing Strada Pay Stations for $500/unit ($5,000 in total)	Option 3 - CWT Touch Pay Station with 9" touch screen	$5,849.00 per unit	$5,849.00 per unit	$5,849.00 per unit	$5,699.00 per unit	$5,699.00 per unit	$5,549.00 per unit	$5,399.00 per unit	$5,399.00 per unit
2	Bill Note Acceptor (BNA) - Per Unit	BNA for Strada or CWT	$1577.00 per unit	$1577.00 per unit	$1577.00 per unit	$1577.00 per unit	$1577.00 per unit	$1577.00 per unit	$1577.00 per unit	$1577.00 per unit
3	NFC Card Reader (Contactless Payment) - Per Unit	NFC reader for Strada or CWT	$150.00 per unit	$150.00 per unit	$150.00 per unit	$150.00 per unit	$150.00 per unit	$150.00 per unit	$150.00 per unit	$150.00 per unit
4	Coin box - Per Unit (Flowbird Note: each pay station comes with one coin box. Pricing showed here is for an additional coin box).	Coin box for Strada or CWT	$265.00 per unit	$265.00 per unit	$265.00 per unit	$265.00 per unit	$238.00 per unit	$238.00	$238.00	$238.00
5	AC Powered - Per Unit	AC power option for Strada or CWT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6	Shipping - Per Unit	Shipping for Strada or CWT	$200.00 per unit	$200.00 per unit	$200.00 per unit	$200.00 per unit	$200.00 per unit	$200.00 per unit	$200.00 per unit	$200.00 per unit

RFP #5207-19 - ATTACHMENT B - PRICING MATRIX
City of Spokane
Paid Parking Technology

PRICING, WARRANTY COSTS, MONTHLY SYSTEM FEES

Item No.	Description	Quantity/ Unit of Measure (e.g. per pay station, per transaction, one time)	Period (e.g. monthly, annual)	Unit Price
1	Extended Warranty	per pay station	per year	$325 for coin/card units; $375 for coin/card/bill units
2	Pay Station Software Fee	included	included	included
3	Credit Card Processing / PCI Gateway Fee (per transaction or per pay station)		per month	included for non EMV pay stations; $2 for EMV through Elavon; $8 for EMV through other processors
4	Back Office /Management System Fee	per pay station	per month	$48 for quantties 200 or more pay stations; $52 for quantities less than 200 pay stations.
5	Additional charge, if any, for downloading parameters to pay stations/to set up rate structure, etc.	included	included	included
6	Training	included	included	included

RFP #5207-19 - ATTACHMENT B - PRICING MATRIX
City of Spokane
Paid Parking Technology

OTHER PRICING:

Item No.	Description	Quantity/ Unit of Measure (e.g. per pay station, per transaction, one time)	Period (e.g. monthly)	Unit Price
1	Cost to set up, develop new interfaces, reports, etc.	per hour	per hour	$135
2	System Integration cost(s)	one time	one time	$500 assumes setup for existing integration. New integrations may require added development.
3	Hourly Pricing for programming and field work, per technician	per hour	per hour	$135
4	Signs/Decals	no charge	no charge	No charge for standard pay station decals during initial deployment. We are happy to provide a quote for pay station signage if quantity and sign specs are provided.
5	Marketing support	no charge	no charge	No charge for basic marketing support - flyer design, support with press release, support for social media including FAQs, support with video content. Onsite ambassadors - $2000 management fee plus $30/hour/ambassador.
6	Other: Optional Electronic locks for CWT Pay Station	per pay station	one time	$325/unit
7	Other: Optional front face lighting module for CWT or Strada Pay Stations	per pay station	one time	$425/unit
8	Other: Optional text receipts on CWT or text notifications on Strada	per transaction	per transaction	$0.03/ transaction

SPARE PARTS:

Item No.	List spare part(s) to support the program based upon the specified quantity of pay stations, include the product description and the dollar value of each part by quantity. Proposer shall designate spare part(s) consignment opportunities and associated costs.	Model Name or Number	Unit Price	Quantity 10	Quantity 25	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 700

RFP #5207-19 - ATTACHMENT B - PRICING MATRIX
City of Spokane
Paid Parking Technology

	See attached spare parts lists. We recommend procuring one to two sets of spare parts depending on pay station quantities. For larger pay stations quantities we recommend ordering one to two complete pay stations to be used as test pay stations or for spare parts.									

OPTION B - PUBLIC WORKS PORTION WITH PREVAILING WAGE, RETAINAGE AND PERFORMANCE BOND REQUIREMENTS PRICING, PER UNIT CONSTRUCTION COSTS: INSTALLATION, REMOVAL, HAULING, AND RECYCLING **NOTE: OPTION B MAY BE CONSIDERED SEPARATELY**

Item No.	Description	Unit Price, per Pay Station	Quantity 10	Quantity 25	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 700
1	Installation - pay station - Per Unit	$250.00	$250.00/unit	$250.00/unit	$250.00/unit	$250.00/unit	$250.00/unit	$250.00/unit	$250.00/unit

Item No.	Description	Unit Price, per existing Single Space Meter	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 1,000	Quantity 2,500	
1	Removal, hauling and recycling of existing single space parking meter, pole, housing - Per Unit	N/A	$72.00 per unit	$72.00 per unit	$72.00 per unit	$72.00 per unit	$65.00 per unit	$65.00 per unit	
2	Removal, hauling and recycling of existing single space parking meter mechanism only - Per Unit	N/A	$30.00 per unit	$30.00 per unit	$30.00 per unit	$30.00 per unit	$30.00 per unit	$30.00 per unit	

ADDITIONAL INSTRUCTIONS:

Prices shall not include Sales Tax, however, taxable items should be identified.

Proposer shall quote prices with freight prepaid and allowed. Proposer shall quote prices Free On Board (FOB) Destination.

All prices should be in US dollars.

Please indicate payment terms: Prompt Payment Discount _0__% _30__ days (not less than 30 days); Net _30__ days (not less than 30 days).

Pricing proposal shall not reflect any such discounts.

Proposer shall describe any optional services or enhanced services and features that are available to the City currently or in the near future on a separate sheet. All associated details and pricing for any proposed or suggested feature must be identified.

Flowbird note: All pricing provided is exclusive of any applicable taxes.

Vendor Name: __Parkeon, Inc. dba Flowbird_____

Authorized Signature: _____

Printed Name: ___Benoit Reliquet_____

Date: __12/23/19_____

City of Spokane
Paid Parking Technology
Pricing

Instructions:
This shall include everything necessary to complete system implementation.
Itemize the unit and extended price for each product and service proposed.
List any pricing assumptions and/or notes below the spreadsheet
Enter N/A for any pricing that is not applicable to this proposal.

Assumptions:
The scope is to support up to a total of 5,400 spaces with paid parking technology; pending budget approval. The City intends to order equipment through phases starting with approximately 800 spaces.

DUAL SPACE PARKING METER PURCHASE OPTION

PRICING, DUAL SPACE:

Item No.	Item	Model Name or Number	Per Unit Price	Quantity 25	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 1,000	Quantity 2,500
1	New Dual Space Parking Meter, EMV compliant, including dome and mechanism	LNG-DSM	$474.00 per unit	$474.00 per unit	$474.00 per unit	$474.00 per unit	$474.00 per unit	$474.00 per unit	$455.00 per unit	$455.00 per unit
2	NFC Card Reader (Contactless Payment) - Per Unit	LNG-NFC	$68.00 per unit	$68.00 per unit	$68.00 per unit	$68.00 per unit	$68.00 per unit	$68.00 per unit	$68.00 per unit	$68.00 per unit
3	Shipping - Per Dual Space Parking Meter	FREIGHT	$14.00 per unit	$14.00 per unit	$14.00 per unit	$14.00 per unit	$14.00 per unit	$14.00 per unit	$14.00 per unit	$14.00 per unit
4	New Zinc Housing - Per Unit (*includes DE Lock, standard color and small sealed coin box)	M76S	$285.00 per unit	$285.00 per unit	$285.00 per unit	$285.00 per unit	$285.00 per unit	$285.00 per unit	$285.00 per unit	$285.00 per unit
5	Shipping - Per Zinc Housing - Per Unit	FREIGHT	$7.00 per unit	$7.00 per unit	$7.00 per unit	$7.00 per unit	$7.00 per unit	$7.00 per unit	$7.00 per unit	$7.00 per unit
6	New Iron Housing - Per Unit (*includes DE Lock, standard color and large sealed coin box)	M90S	$357.00 per unit	$357.00 per unit	$357.00 per unit	$357.00 per unit	$357.00 per unit	$357.00 per unit	$357.00 per unit	$357.00 per unit
7	Shipping - Per Iron Housing - Per Unit	FREIGHT	$11.00 per unit	$11.00 per unit	$11.00 per unit	$11.00 per unit	$11.00 per unit	$11.00 per unit	$11.00 per unit	$11.00 per unit
8	New Pole - Per Unit	PIPE	$72.00 per unit	$72.00 per unit	$72.00 per unit	$72.00 per unit	$72.00 per unit	$72.00 per unit	$72.00 per unit	$72.00 per unit
9	Shipping - Per Pole - Per Unit	FREIGHT	$14.00 per unit	$14.00 per unit	$14.00 per unit	$14.00 per unit	$14.00 per unit	$14.00 per unit	$14.00 per unit	$14.00 per unit

PRICING, PER UNIT CONSTRUCTION COSTS:

Item No.	Description	Unit Price, per Dual Space	Quantity 25	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 1,000	Quantity 2,500
10	Installation - Dual Space Parking Meter (existing location) - Per Unit	$46.00 per unit	$46.00 per unit	$46.00 per unit	$46.00 per unit	$46.00 per unit	$46.00 per unit	$46.00 per unit	$46.00 per unit
11	Installation - Dual Space Parking Meter, housing and pole (new location) - Per Unit	$190.00 per unit	$190.00 per unit	$190.00 per unit	$190.00 per unit	$190.00 per unit	$190.00 per unit	$190.00 per unit	$190.00 per unit

Item No.	Description	Unit Price, per existing Single Space Meter	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 1,000	Quantity 2,500
12	Removal, hauling and recycling of existing single space parking meter, pole, housing - Per Unit	N/A	$72.00 per unit	$72.00 per unit	$72.00 per unit	$72.00 per unit	$65.00 per unit	$65.00 per unit
13	Removal, hauling and recycling of existing single space parking meter mechanism only - Per Unit	N/A	$30.00 per unit	$30.00 per unit	$30.00 per unit	$30.00 per unit	$30.00 per unit	$30.00 per unit

City of Spokane
Paid Parking Technology
Pricing

PRICING, WARRANTY COSTS, MONTHLY SYSTEM FEES

Item No.	Description	Quantity/ Unit of Measure (e.g. per dual space, per transaction, one time)	Period (e.g. monthly, annual)	Unit Price	
14	Extended Warranty	Per Dual Space Meter	Annual (Yrs. 2-5)	$46.00	
15	Dual Space Software Fee	Per Dual Space Meter	Monthly	$ -	No charge.
16	Credit Card Processing / PCI Gateway Fee (per transaction or per Dual Space Meter)	Per Transaction	N/A	$ -	No charge if the City uses our preferred merchant processor - otherwise $0.06 per transaction.
17	Back Office /Management System Fee	Per Dual Space Meter	Monthly	$8.75	
18	Additional charge, if any, for downloading parameters to dual space parking meter/to set up rate structure, etc	Per Transaction	N/A	$ -	No charge.
19	Training	One Time	One Time	$3,500.00	

OTHER PRICING:

Item No.	Description	Quantity/ Unit of Measure (e.g. per dual space, per transaction, one time)	Period (e.g. monthly)	Unit Price	
20	Cost to set up, develop new interfaces, reports, etc.	Per Interface	One Time	$ 6,600.00	No charge for new reports.
21	System Integration cost(s)	Per Interface	Monthly	$ 55.00	Monthly integration maintenance fee.
22	Hourly Pricing for programming and field work, per technician	Per Programmer Hour	Hourly	$ 135.00	See below (#25) for field work pricing.
23	Signs/Decals	Per Set of Decals per Meter	One Time	$ 7.00	
24	Marketing support	no charge	no charge	No charge for basic marketing support - flyer design, support with press release, support for social media including FAQs, support with video content. Onsite ambassadors - $2000 management fee plus $30/hour/ambassador.	
25	Other:				

SPARE PARTS:

Item No.	List spare part(s) to support the program based upon the specified quantity of dual space parking meters, include the product description and the dollar value of each part by quantity. Proposer shall designate spare part(s) consignment opportunities and associated costs.	Model Name or Number	Per Unit Price	Quantity 25	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 1,000	Quantity 2,500
26	Spare Rechargeable Battery for Liberty Meter (recommended count of 10% of meters)	58883	$ 65.00	$ 195.00	$ 325.00	$ 650.00	$ 1,625.00	$ 3,250.00	$ 6,500.00	$ 16,250.00

City of Spokane
Paid Parking Technology
Pricing

27	Option 1 - Single-Bay Battery Charger (recommended count of 1 for every spare battery (use Battery Charging Stations if >15 spare batteries)	8907	$ 39.00	$ 117.00	$ 195.00	$ 390.00	N/A	N/A	N/A	N/A
28	Option 2 - 30-Bay Battery Charging Station (recommended count of 1 for every 30 spare batteries)	8907-1	$ 1,740.00	N/A	N/A	N/A	$ 1,740.00	$ 3,480.00	$ 6,960.00	$ 15,660.00
29	Liberty Collection Card (recommended count of 5% of meters)	8880	$ 11.00	$ 22.00	$ 33.00	$ 55.00	$ 143.00	$ 275.00	$ 550.00	$ 1,375.00
30	Liberty Technician Card (recommended count of 5% of meters)	8881	$ 11.00	$ 22.00	$ 33.00	$ 55.00	$ 143.00	$ 275.00	$ 550.00	$ 1,375.00
31	Spare Coin Track (recommended count of 5% of meters)	CN TRK	$ 62.00	$ 124.00	$ 186.00	$ 310.00	$ 806.00	$ 1,550.00	$ 3,100.00	$ 7,750.00
32	LNG Dome (recommended count of 5% of meters)	LNG DOME	$ 7.50	$ 15.00	$ 22.50	$ 37.50	$ 97.50	$ 187.50	$ 375.00	$ 937.50
33	Dome Gasket (recommended count of 5% of meters)	DOME GASKET	$ 3.00	$ 6.00	$ 9.00	$ 15.00	$ 39.00	$ 75.00	$ 150.00	$ 375.00
36	Keypad (recommended count of 5% of meters)	KEYPAD	$ 60.00	$ 120.00	$ 180.00	$ 300.00	$ 780.00	$ 1,500.00	$ 3,000.00	$ 7,500.00
37	Keypad Spacer (recommended count of 5% of meters)	KYPD SPACER	$ 2.50	$ 5.00	$ 7.50	$ 12.50	$ 32.50	$ 62.50	$ 125.00	$ 312.50
38	Credit Card Reader (recommended count of 5% of meters)	CC READER	$ 120.00	$ 240.00	$ 360.00	$ 600.00	$ 1,560.00	$ 3,000.00	$ 6,000.00	$ 15,000.00

Extended pricing above is based on recommended number of spares in Column B for the Quantities of Meters noted in Row 53.

Additional Instructions:

Prices shall not include Sales Tax, however, taxable items should be identified.

Proposer shall quote prices with freight prepaid and allowed. Proposer shall quote prices Free On Board (FOB) Destination.

All prices should be in US dollars.

Please indicate payment terms: Prompt Payment Discount N/A% 30 days (not less than 30 days); Net 30 days (not less than 30 days).

Pricing proposal shall not reflect any such discounts.

Proposer shall describe any optional services or enhanced services and features that are available to the City currently or in the near future on a separate sheet. All associated details and pricing for any proposed or suggested feature must be identified.

Flowbird note: All pricing provided is exclusive of any applicable taxes.

Vendor Name: Parkeon, Inc. dba Flowbird

Authorized Signature:

Printed Name: Benoit Reliquet

Date: 12/23/19

City of Spokane
Paid Parking Technology
Pricing

Instructions:
This shall include everything necessary to complete system implementation.
Itemize the unit and extended price for each product and service proposed.
List any pricing assumptions and/or notes below the spreadsheet
Enter N/A for any pricing that is not applicable to this proposal.

Assumptions:
The scope is to support up to a total of 5,400 spaces with paid parking technology; pending budget approval. The City intends to order equipment through phases starting with approximately 800 spaces.

SINGLE SPACE PARKING METER PURCHASE OPTION

PRICING, SINGLE SPACE:

Item No.	Item	Model Name or Number	Per Unit Price	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 800	Quantity 1,000	Quantity 2,500
1	New Single Space Parking Meter, EMV compliant, including dome and mechanism	LNG-SSM	$330.00 per unit	$330.00 per unit	$330.00 per unit	$330.00 per unit	$330.00 per unit	$330.00 per unit	$330.00 per unit	$330.00 per unit
2	NFC Card Reader (Contactless Payment) - Per Unit	LNG-NFC	$68.00 per unit	$68.00 per unit	$68.00 per unit	$68.00 per unit	$68.00 per unit	$68.00 per unit	$68.00 per unit	$68.00 per unit
3	Shipping - Per Single Space Parking Meter	FREIGHT	$14.00 per unit	$14.00 per unit	$14.00 per unit	$14.00 per unit	$14.00 per unit	$14.00 per unit	$14.00 per unit	$14.00 per unit
4	New Zinc Housing - Per Unit (*includes DE Lock, standard color and small sealed coin box)	M76S	$285.00 per unit	$285.00 per unit	$285.00 per unit	$285.00 per unit	$285.00 per unit	$285.00 per unit	$285.00 per unit	$285.00 per unit
5	Shipping - Per Zinc Housing - Per Unit	FREIGHT	$7.00 per unit	$7.00 per unit	$7.00 per unit	$7.00 per unit	$7.00 per unit	$7.00 per unit	$7.00 per unit	$7.00 per unit
6	New Iron Housing - Per Unit (*includes DE Lock, standard color and large sealed coin box)	M90S	$357.00 per unit	$357.00 per unit	$357.00 per unit	$357.00 per unit	$357.00 per unit	$357.00 per unit	$357.00 per unit	$357.00 per unit
7	Shipping - Per Iron Housing - Per Unit	FREIGHT	$11.00 per unit	$11.00 per unit	$11.00 per unit	$11.00 per unit	$11.00 per unit	$11.00 per unit	$11.00 per unit	$11.00 per unit
8	New Pole - Per Unit	PIPE	$72.00 per unit	$72.00 per unit	$72.00 per unit	$72.00 per unit	$72.00 per unit	$72.00 per unit	$72.00 per unit	$72.00 per unit
9	Shipping - Per Pole - Per Unit	FREIGHT	$14.00 per unit	$14.00 per unit	$14.00 per unit	$14.00 per unit	$14.00 per unit	$14.00 per unit	$14.00 per unit	$14.00 per unit

PRICING, PER UNIT CONSTRUCTION COSTS:

Item No.	Description	Unit Price, per Single Space	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 800	Quantity 1,000	Quantity 2,500
10	Installation - Single Space Parking Meter (existing location)	$29.00 per unit	$29.00 per unit	$29.00 per unit	$29.00 per unit	$29.00 per unit	$29.00 per unit	$29.00 per unit	$29.00 per unit
11	Installation - Single Space Parking Meter, housing and pole (new location)	$190.00 per unit	$190.00 per unit	$190.00 per unit	$190.00 per unit	$190.00 per unit	$190.00 per unit	$190.00 per unit	$190.00 per unit
Item No.	**Description**	**Unit Price, per existing Single Space Meter**	**Quantity 50**	**Quantity 100**	**Quantity 250**	**Quantity 500**	**Quantity 800**	**Quantity 1,000**	**Quantity 2,500**
12	Removal, hauling and recycling of existing single space parking meter, pole, housing	N/A	$72.00 per unit	$72.00 per unit	$72.00 per unit	$72.00 per unit	$65.00 per unit	$65.00 per unit	$65.00 per unit
13	Removal, hauling and recycling of existing single space parking meter mechanism only	N/A	$30.00 per unit	$30.00 per unit	$30.00 per unit	$30.00 per unit	$30.00 per unit	$30.00 per unit	$30.00 per unit

City of Spokane
Paid Parking Technology
Pricing

PRICING, WARRANTY COSTS, MONTHLY SYSTEM FEES

Item No.	Description	Quantity/ Unit of Measure (e.g. per single space, per transaction, one time)	Period (e.g. monthly, annual)	Unit Price	
14	Extended Warranty	Per Single Space Meter	Annual (Yrs. 2-5)	$28.00	
15	Single Space Software Fee	Per Single Space Meter	Monthly	$ -	No charge.
16	Credit Card Processing / PCI Gateway Fee (per transaction or per Single Space Meter)	Per Transaction	N/A	$ -	No charge if the City uses our preferred merchant processor - otherwise $0.06 per transaction.
17	Back Office /Management System Fee	Per Single Space Meter	Monthly	$ 6.50	
18	Additional charge, if any, for downloading parameters to single space parking meter/to set up rate structure, etc.	Per Transaction	N/A	$ -	No charge.
19	Training	One Time	One Time	$ 3,500.00	

OTHER PRICING:

Item No.	Description	Quantity/ Unit of Measure (e.g. per single space, per transaction, one time)	Period (e.g. monthly)	Unit Price	
20	Cost to set up, develop new interfaces, reports, etc.	Per Interface	One Time	$ 6,600.00	No charge for new reports.
21	System Integration cost(s)	Per Interface	Monthly	$ 55.00	Monthly integration maintenance fee.
22	Hourly Pricing for programming and field work, per technician	Per Programmer Hour	Hourly	$ 135.00	See below (#25) for field work pricing.
23	Signs/Decals	Per Set of Decals per Meter	One Time	$ 7.00	
24	Marketing support	no charge	no charge	No charge for basic marketing support - flyer design, support with press release, support for social media including FAQs, support with video content. Onsite ambassadors - $2000 management fee plus $30/hour/ambassador.	
25	Other:				

SPARE PARTS:

Item No.	List spare part(s) to support the program based upon the specified quantity of single space parking meters, include the product description and the dollar value of each part by quantity. Proposer shall designate spare part(s) consignment opportunities and associated costs.	Model Name or Number	Unit Price	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 800	Quantity 1,000	Quantity 2,500
26	Spare Rechargeable Battery for Liberty Meter (recommended count of 10% of meters)	58883	$ 65.00	$ 325.00	$ 650.00	$ 1,625.00	$ 3,250.00	$ 5,200.00	$ 6,500.00	$ 16,250.00

City of Spokane
Paid Parking Technology
Pricing

27	Option 1 - Single-Bay Battery Charger (recommended count of 1 for every spare battery (use Battery Charging Stations if >15 spare batteries)	8907	$ 39.00	$ 195.00	$ 390.00	N/A	N/A	N/A	N/A	N/A
28	Option 2 - 30-Bay Battery Charging Station (recommended count of 1 for every 30 spare batteries)	8907-1	$ 1,740.00	N/A	N/A	$ 1,740.00	$ 3,480.00	$ 5,220.00	$ 6,960.00	$ 15,660.00
29	Liberty Collection Card (recommended count of 5% of meters)	8880	$ 11.00	$ 33.00	$ 55.00	$ 143.00	$ 275.00	$ 440.00	$ 550.00	$ 1,375.00
30	Liberty Technician Card (recommended count of 5% of meters)	8881	$ 11.00	$ 33.00	$ 55.00	$ 143.00	$ 275.00	$ 440.00	$ 550.00	$ 1,375.00
31	Spare Coin Track (recommended count of 5% of meters)	CN TRK	$ 62.00	$ 186.00	$ 310.00	$ 806.00	$ 1,550.00	$ 2,480.00	$ 3,100.00	$ 7,750.00
32	LNG Dome (recommended count of 5% of meters)	LNG DOME	$ 7.50	$ 22.50	$ 37.50	$ 97.50	$ 187.50	$ 300.00	$ 375.00	$ 937.50
33	Dome Gasket (recommended count of 5% of meters)	DOME GASKET	$ 3.00	$ 9.00	$ 15.00	$ 39.00	$ 75.00	$ 120.00	$ 150.00	$ 375.00
36	Keypad (recommended count of 5% of meters)	KEYPAD	$ 60.00	$ 180.00	$ 300.00	$ 780.00	$ 1,500.00	$ 2,400.00	$ 3,000.00	$ 7,500.00
37	Keypad Spacer (recommended count of 5% of meters)	KYPD SPACER	$ 2.50	$ 7.50	$ 12.50	$ 32.50	$ 62.50	$ 100.00	$ 125.00	$ 312.50
38	Credit Card Reader (recommended count of 5% of meters)	CC READER	$ 120.00	$ 360.00	$ 600.00	$ 1,560.00	$ 3,000.00	$ 4,800.00	$ 6,000.00	$ 15,000.00

Extended pricing above is based on recommended number of spares in Column B for the Quantities of Meters noted in Row 53.

Additional Instructions:

Prices shall not include Sales Tax, however, taxable items should be identified.

Proposer shall quote prices with freight prepaid and allowed. Proposer shall quote prices Free On Board (FOB) Destination.

All prices should be in US dollars.

Please indicate payment terms: Prompt Payment Discount _0__% _30__ days (not less than 30 days); Net _30__ days (not less than 30 days).

Pricing proposal shall not reflect any such discounts.

Proposer shall describe any optional services or enhanced services and features that are available to the City currently or in the near future on a separate sheet. All associated details and pricing for any proposed or suggested feature must be identified.

Flowbird note: All pricing provided is exclusive of any applicable taxes.

Vendor Name: Parkeon, Inc. dba Flowbird

Authorized Signature: _____

Printed Name: Benoit Reliquet

Date: 12/23/19

City of Spokane
Paid Parking Technology
Pricing

Instructions:
This shall include everything necessary to complete system implementation.
Itemize the unit and extended price for each product and service proposed.
List any pricing assumptions and/or notes below the spreadsheet
Enter N/A for any pricing that is not applicable to this proposal.

Parkeon, Inc. dba Flowbird is submitting pricing for the following Optional Services.

Assumptions:
The scope is to support up to a total of 5,400 spaces with paid parking technology; pending budget approval. The City intends to order equipment through phases starting with approximately 800 spaces.

OPTIONAL SERVICES PURCHASE OPTION

PRICING, SINGLE SPACE:

Item No.	Item	Model Name or Number	Per Unit Price	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 800	Quantity 1,000	Quantity 2,500
1	Si Vehicle Sensor (Subterranean/Pole-Mount)	SENS-Sx-SUBT	$144.00 per unit	$144.00 per unit	$144.00 per unit	$144.00 per unit	$144.00 per unit	$144.00 per unit	$144.00 per unit	$144.00 per unit
2	Shipping - Per Vehicle Sensor	FREIGHT	$8.00 per unit	$8.00 per unit	$8.00 per unit	$8.00 per unit	$8.00 per unit	$8.00 per unit	$8.00 per unit	$8.00 per unit
3	Communications Gateway (Solar powered). Each gateway communicates with ~30 sensors.*	SENS - GATEWAY	$ 460.00	$ 920.00	$ 1,840.00	$ 4,140.00	$ 7,820.00	$ 12,420.00	$ 15,640.00	$ 38,640.00
4	Shipping - Per Communications Gateway	FREIGHT	$36.00 per unit	$36.00 per unit	$36.00 per unit	$36.00 per unit	$36.00 per unit	$36.00 per unit	$36.00 per unit	$36.00 per unit

Extended pricing above is based on recommended number of Gateways (1:30 ratio) for the Quantities of Sensors noted in Row 14.

PRICING, PER UNIT CONSTRUCTION COSTS:

Item No.	Description	Unit Price, per Single Space	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 800	Quantity 1,000	Quantity 2,500
5	Installation - Vehicle Sensor (Subterranean/Pole-Mount)	$18.00 per unit	$18.00 per unit	$18.00 per unit	$18.00 per unit	$18.00 per unit	$18.00 per unit	$18.00 per unit	$18.00 per unit
6	Installation - Communications Gateway	$ 115.00	$ 230.00	$ 460.00	$ 1,035.00	$ 1,955.00	$ 3,105.00	$ 3,910.00	$ 9,660.00

PRICING, WARRANTY COSTS, MONTHLY SYSTEM FEES

Item No.	Description	Quantity/ Unit of Measure (e.g. per single space, per transaction, one time)	Period (e.g. monthly, annual)	Unit Price
7	Back Office/Management System/Communications Fee	Per Sensor	Monthly	$ 4.00
8	Gateway Communications Fee	Per Gateway	Monthly	$ 7.00
9	Training/Integration Fee	One Time	One Time	$ 3,500.00

OTHER PRICING:

Item No.	Description	Quantity/ Unit of Measure (e.g. per single space, per transaction, one time)	Period (e.g. monthly)	Unit Price
10	Integration of Sensor Data with Guidance Map embedded in City website	Per Interface	One Time	$ 2,400.00
11	Sensor data to be published to ParkMobile Guidance Page and/or third party apps.	Per Interface	Monthly	$ 55.00
12	Electronic Tags/Permits (unique ID that can be read by sensors).	Per Tag	One Time	$ 28.00

City of Spokane
Paid Parking Technology
Pricing

SPARE PARTS:

Item No.	List spare part(s) to support the program based upon the specified quantity of single space parking meters, include the product description and the dollar value of each part by quantity. Proposer shall designate spare part(s) consignment opportunities and associated costs.	Model Name or Number	Unit Price	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 800	Quantity 1,000	Quantity 2,500

Additional Instructions:

Prices shall not include Sales Tax, however, taxable items should be identified.

Proposer shall quote prices with freight prepaid and allowed. Proposer shall quote prices Free On Board (FOB) Destination.

All prices should be in US dollars.

Please indicate payment terms: Prompt Payment Discount N/A% 30 days (not less than 30 days); Net 30 days (not less than 30 days).

Pricing proposal shall not reflect any such discounts.

Proposer shall describe any optional services or enhanced services and features that are available to the City currently or in the near future on a separate sheet. All associated details and pricing for any proposed or suggested feature must be identified.

Flowbird note: All pricing provided is exclusive of any applicable taxes.

Vendor Name: Parkeon, Inc. dba Flowbird

Authorized Signature: _____

Printed Name: Benoit Reliquet

Date: 12/23/19

Policy

[5.1.1]

Information System Security Policy

Object	*Flowbird information is essential for the proper functioning of the company. It is therefore necessary to adopt practices that ensure the data confidentiality, availability and integrity.* *This policy formalizes these practices that all personal or third parties must apply to the Flowbird information system.*
Stakeholders	See §4. Stakeholders
Document Classification	**Restricted**
Communicability	See §4. Stakeholders

Scope of application:	This policy covers all Flowbird information systems.	*Version :*	2.0
Date of first application:	2017-10-10	*Approved by:*	Executive Committee
Issued by:	InfoSec	*Policy Managed by:*	CISO

Version	Modification
1.0	Initial version
2.0	Flowbird version

Flowbird · head office: 100 Avenue de Suffren, 75015, Paris, France
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S.A.S au capital de 30.382.146 euros · RCS PARIS 444 719 272

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1. Introduction

Flowbird designs and produces high quality equipments and services for its customers. Flowbird delivers its product and services to customers and provides maintenance.
Flowbird is thus processing sensitive information, such as:

- Company development strategic data;
- Data from research and development;
- Industrial production control data;
- The personal data of its customers;
- The financial data of its customers;
- The data of electronic means of payment.

This information is essential for the proper functioning of the Company. It is therefore necessary to adopt practices that ensure the data confidentiality, availability and integrity.
This policy formalizes these practices all stakeholders (see §4. Stakeholders) must apply to the Flowbird information system.

Flowbird · head office: 100 Avenue de Suffren, 75015, Paris, France
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2. Legal and regulatory environments

2.1. Each Flowbird legal entity is subject to legal requirements of his business place.[1]

2.2. Flowbird SAS complies with European regulations and the French legislation regarding its activities.[2]

2.3. All Flowbird European entities are subject to EU regulation on data protection.[3]

2.4. Once Flowbird and its subsidiaries store, process or transfer primary account numbers (PAN) bank cards, Flowbird and its subsidiaries must comply with the PCI DSS issued by the Payment Card Industry Security Standards Council, PCI SSC.[4]

2.5. The credit card readers and electronic banking server construction, storage, customization, software development, integration, transport, deployment and disposal activities designed for the French market must comply with the requirements of the Gie Cartes Bancaires Labeling.[5]

3. Scope

3.1. This policy covers all Flowbird SAS and its subsidiaries information systems. Thus, all activities are concerned, including the R&D, finance, human resources, production, marketing, sales, maintenance activities and support services.

3.2. This policy also covers the third parties' information systems, treating, storing or transferring information belonging or being under the responsibility of Flowbird.

3.3. Here below, this document refers as Organization, the Third Parties and Flowbird.

4. Stakeholders

4.1. All sub-contractors, suppliers, service, agency providers, trainees, external consultants, permanent and temporary staff of Flowbird must respect the terms of this Flowbird Information Systems Security Policy.

[1] A legal entity (LE) is the legal person concept. A legal entity owns rights (authorizations, approvals, agreements, ...) allowing it to operate in institutions. Each legal entity is associated legal status.
[2] http://eur-lex.europa.eu/homepage.html
[3] http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32016R0679
[4] https://www.pcisecuritystandards.org/
[5] https://labelisation.cartes-bancaires.com/

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4.2. Any violation of this policy will be sanctioned. Sanctions will be proportionate to the seriousness of the facts.

4.3. Security roles and responsibilities within Flowbird are formalized and published in the information security management system (ISMS). Third parties' roles and responsibilities shall be formalized in the Information Security Management System.[6]

4.4. Users of the information system that discover an event likely to generate a security incident must report it immediately to the Flowbird IT dept., or the DCO or CISO (cf. §13.Security Events).

5. Classification of information

5.1. Information under the responsibility of Flowbird, must be classified in terms of value, legal requirements, sensitivity or its criticality to the Organization.

5.2. A classification scheme must include classification agreements and criteria for classification review over time.

5.3. The classification plan must be consistent with the organization's access control policy and at minimum follows the terms of §7.Access control.

5.4. Each classification plan level must include a meaningful and logical name in the application context of the classification plan.

5.5. The plan must be the same for the whole organization, so that everyone can classify information and associated assets in the same way, understands the protection requirements in the same way and applies the appropriate protection.

5.6. The classification plan must be formalized and published in the ISMS .[7]

[6] Flowbird ISS Roles and Responsibilities : Policy [6.1.1] - Distribution of security roles
[7] Flowbird Classification Plan : Policy [8.2.1] - Classification of information

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6. Physical security

6.1. All items listed as important or vital for Flowbird must be installed in secure premises. These premises are the physical security perimeter as defined by the secure areas policy. This policy must be published in the ISMS.[8]

6.2. The access rights allocation must respect the procedure published in the ISMS.

6.3. Any computer equipment storing, processing or transmitting Flowbird's information or information under Flowbird responsibility must be installed and configured by the IT Group dept. or the DCO Group, according to the state of art. These groups remains custodian of this equipment.

7. Access control

Access to the information system must be reserved only to people who need to access it. Moreover, only the strictly necessary accreditations are allocated to each individual according to the nature of the information processed. The implementation of additional measures may be necessary given the sensitivity of the information processed.

7.1. The access granted to an individual is personal and time-limited.

7.2. The assigned access to an external computer system to the IT Dept or the DCO must respect the chapter §10. Communication Security.

7.3. The rights assignment must respect the formal and published procedure in the ISMS.

7.4. Generic access is prohibited.

7.5. Creating or deleting accounts and modification of rights must respect the procedure published in the ISMS .

7.6. Each business manager is required to annually conduct a rights review of the applications used by his service. It must allow:

- Remove unnecessary accounts;
- Remove inactive accounts;
- To adapt the application user rights to his mission.

[8] https://docs.google.com/a/parkeon.com/document/d/1HVBzMoWHVY-aX6oPrr12mggyE492h3JcXits6H-BR7A/edit?usp=sharing

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8. Information system exploitation

Those responsible for the operation must respect the following rules.

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8.1. Passwords to administer the infrastructure elements (physical or logical) must be complex and observe the procedure published in the ISMS.

8.2. All server installed in the information system (regardless of the environment) must come from a secure master.

8.3. Protective measures against malicious code must be implemented.

8.4. A vulnerability watch on physical and logical devices of the IS must be performed.

8.5. Any physical or logical change in the information system infrastructure must follow the formal procedure specified in the ISMS. This process involves a security non-regression validation.

8.6. It should be possible to log the most important events. The logging must follow the procedure published in the ISMS.

8.7. Permanent controls (see §15. Compliance) should help to ensure that the information system does not present a major vulnerability.

8.8. A corrective action must be taken if a vulnerability is detected during a control, or by any other means.

8.9. The information must be backed up according to its importance.

8.10. Restoration tests of the most sensitive environments must be performed at least once a year and validated by the user.

9. Workstation security

9.1. Workstations must be installed from a secured master.

9.2. Antivirus must protect every workstation. This antivirus cannot be deactivated by the user.

9.3. Users must not be able to administer their workstation.

9.4. The workstations must be configured with the correct security settings, as specified in the deployment process.

9.5. Contained data of the hard drives must erase by following a secure delete procedure at the end of the hard drives lifecycle.

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10. Communication Security

Flowbird information system exchange more and more information with third parties. Therefore a number of rules must be applied:

10.1. A detailed network diagram must be maintained and accessible to authorized persons.

10.2. The various Flowbird networks must be segregated by filtering devices according to sensitivity and exposure levels.

10.3. It is strictly forbidden to implement any interconnection between the company and outer networks, without a prior recorded consent of the IT Group Dept or the DCO Group, and the CISO Group.

10.4. Remote access for third parties and employees must be granted in accordance with the procedure published in the ISMS.

10.5. All communications between external computer systems and the IT Dept. and DCO computer system, and in the absence of a risk analysis indicating specific communications security measures, must be encrypted and authenticated by either a public Certificate Authority or by the Flowbird key management infrastructure.

11. Security in projects

IT projects are structuring for the information system security. Also one should respect the following rules:

11.1. Projects must assess the security needs through a risk analysis including:

- network flow;
- authentication flow;
- processing, transfer and storage of sensitive information.

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11.2. The project management process must include test steps of security level.

11.3. Any application must have at least one production environment and one development and testing environment. These environments must be segregated.

11.4. The rights and duties of testing and development teams must be segregated from the people in charge of production.

11.5. Applications integrating authentication bases (base of users and passwords) are prohibited.

12. Third Parties

Third parties are becoming more likely to interact with the company's information system. It is therefore necessary to respect the following rules:

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12.1. Services contracts must include clauses addressing confidentiality, integrity and availability security issues.

12.2. Flowbird agrees with the third party of the information security requirements to limit the risks resulting from access by such third party to the organization's assets. Through the "Information Security Policy in relations with suppliers," Flowbird identifies and imposes specific security measures to third parties accessing to organizational assets.[9]

12.3. Is considered as sensitive third party, any third party identified as such during a preliminary risk analysis, or those accessing, storing, processing or transferring information under legal, contractual, regulatory requirements, or classified as confidential.

12.4. Flowbird will control sensitive third parties to verify their security practices. (Cf. §15.Compliance)

12.5. Third parties are subject to the legal requirements of their business locations.

12.6. A third party must comply with the guidelines and European regulations on the data protection when it stores, processes or transfers personal data of EU residents.

12.7. All third parties that store, process or transfer bank card primary account numbers (PAN) must comply with PCI DSS issued by the PCI Security Standards Council.

12.8. All third parties with activities in the construction, storage, customization, software development, integration, transport, deployment and disposal of credit card readers or electronic banking servers designed for the French market must comply with the Cartes Bancaires Labeling requirements.

13. Security Events

13.1. Security events must be reported promptly to the IT Dept. or the DCO, and the CISO.[10]

13.2. Security events should be treated according to the procedure published in the ISMS.[11]

13.3. A feedback must be systematically done after every security incident. Corrective action will be taken if necessary. [12]

[9] Policy [15.1.1] - Information security policy in relations with suppliers
[10] Information Security Event: Occurrence indicating a possible breach of information security or failure of security measures.
[11] Procedure [16.1.1] - Security Incident Management Procedure
[12] Information security incident: One or more information security event linked and identified that can harm Flowbird assets or compromise its operations.

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14. Business Continuity

14.1. Arrangements to ensure continuity of network service must be taken (redundancy of strategic connections, switches, routers, firewalls, etc.).

14.2. A computer emergency plan must reactivate the most sensitive applications in a reasonable time, in the event of a major disaster destroying the machine room.

14.3. A business recovery plan should allow users to get a working environment if a major disaster makes the premises of the company unusable.

14.4. A backup copies of the most sensitive environments must be hosted outside the premises of the company, by a specialized service provider.

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15. Compliance

15.1. A permanent control of the information assets management must be established. It must have a control framework and provide writing reports certifying the results of the carried out controls.

15.2. A periodic control of the information assets management must be established. It must have a control framework and provide writing reports certifying the results of the carried out controls.

15.3. Electronic payment systems and Flowbird services exposed to the Internet must be subject to permanent controls to verify their resistance to internal and external threats to the organization.

15.4. Electronic payment systems and Flowbird services exposed to the Internet must be subject to periodic controls to verify their resistance to internal and external threats to the organization.

15.5. Sensitive third parties, including those involved in the design of payment systems are subject to periodic monitoring to check their resistance to internal and external threats to the organization.

15.6. Infrastructures hosting private and confidential classified information must be continuously monitored to check their resistance to external threats.

15.7. Infrastructure hosting confidential classified information must be periodically controlled to check their resistance to internal and external threats to the organization.

15.8. Targeted periodic controls on certain aspects of the information system should improve their security.

16. Shadow IT

16.1. Spontaneous installation of any technical infrastructure, whether physical or logical, is strictly prohibited. Within Flowbird, only the IT Group Dept and the DCO Group are authorized to implement IT infrastructures. The IT Group Dept and DCO Group may delegate this implementation to correspondents but these two departments will remain responsible.

17. Exception

17.1. Requests for exceptions related to information security are of three types:

1. exception related to risk mitigation, acceptance, transfer or removal .

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2. exception related to compliance.
3. exception related to security policies.

17.2. An exception is granted for a limited period.

17.3. Each request for exception must be addressed to the local correspondent in information security.

17.4. Each request for exception must be assessed in terms of risk by the local correspondent in information security.

17.5. Any exception regarding compliance with a regulation or a Flowbird policy is subject to the CISO Group validation.

17.6. Any exception regarding the risk mitigation, acceptance, transfer or elimination is subject to the validation of the activity Manager.

17.7. Once assessed the request and its risks must be a centralized in the Flowbird ISMS, by the local information security correspondent.

17.8. Once the deadline expired and in case of extension, the exception request must be re-assessed and revalidated.

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RFP #5207-19 PAID PARKING EQUIPMENT – ADDENDUM 2 – ATTACHMENT A
Vendor: Parkeon, Inc. dba Flowbird

#	Technical Requirements	Firm Response	Comments, Explanation and/or Clarification
General Firm Credentials			
1	Firm has significant Public Sector market presence - provide number of customer implementations.	Meets	Flowbird has deployed systems in over 400 cities across the US and 5,000 around the globe.
2	Firm has a service support center (support and implementation personnel only) dedicated to the proposed product?	Meets	Flowbird will dedicate a project manager along with project support personnel to ensure a successful implementation.
Licensing			
1	Describe your licensing (user, application and database) for Hosted, SaaS or On Premises.	Hosted	Flowbird provides a hosted solution. Users of the system are granted a license for access to our back-office parking management suite.
Project Implementation and Training Plan			
1	The Firm shall include a typical timeline with this Proposal including major milestones for tasks and subtasks, dates and both Firm and customer resources.	Meets	Please refer to the implementation schedule on page 9 of our Technical proposal.
2	Include a description of your overall approach to each of the following task areas (if applicable):	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
	a) System Installation	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
	b) System configuration	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
	c) Data Conversion	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
	d) Training (A sample of training materials & documentation should be included)	Meets	Please refer to the training outlines starting on page 68 of our Technical proposal.
	e) Test planning and execution	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal. Please refer to our Project Approach starting on page 4 of our Technical proposal.
	f) System interface design and support	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
	g) System roll-out, procedures, and support	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
3	Please describe your current project management methodology.	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
Support			
1	The City of Spokane expects that annual support will include all updates, enhancements and training to the proposed solution. Describe how your solution meets this requirement.	Meets	Flowbird will provide annual support at no additional charge via phone, email and automatic updates of the back-office parking management system. Flowbird will provide training during system installation and will provide refresher trainings upon request each year of the contract.

2	Describe your ongoing user support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period.	Meets	Please refer to page 6 of our Technical proposal.
3	Describe your escalation process for issues that are not resolved during initial call.	Meets	Issues that are not resolved during the initial call are escalated to our global support team or to the customer service manager.
4	The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.	Meets	Flowbird is able to provide this level of service.
5	Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.	Meets	Flowbird uses Salesforce.com for our local support team to raise issues that cannot be resolved at the local level. These requests are electronic service tickets which are tracked by the assigned coordinator. Status updates are communicated via Salesforce.com and by email.
6	Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.	Meets	Enhancement requests should be discussed with your Business Development Manager who can communicate the needs internally at Flowbird. Development requests are formally raised to management and follow-up calls are held on a regular basis to understand the need, see if we already have a solution available, or decide to provide a quotation for the development (if necessary).
7	Live support is available for any issues Monday – Friday, 8am – 5pm (PST), or other reasonable timeframe during typical business hours. Please provide SLA agreements.	Meets	Flowbird is able to provide live support within the requested hours. Our proposal includes our standard Connectivity and Services agreement.
8	Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.	Meets	Service outages are communicated via email. Bug fixes, updates, known issues, and EOL dates are typically communicated through your Business Development Manager.
9	Describe account and support management methodology if provided such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.	Meets	Your Business Development Manager is responsible for working with the City on an ongoing basis to ensure we are providing the parking system that meets the City's needs. While our customer service help desk is available for technical questions, the Business Development Manager is available to you to look at the "big picture." We also have support resources that assist the Business Development Manager with her role. There is no additional costs to meet with our Business Development Managers.
General System Specifications			

1	City of Spokane staff does not have administrative rights to install or upgrade applications and plug-ins on their computers. Describe any and all components that must be installed locally on a client machine, including Internet Explorer and Office plug-ins. Describe your support for packaging these components, if any, for automated installation.	Meets	The Flowbird back-office suite is accessed through standard web browsers such as Chrome, Firefox and Explorer. No special software is needed. The Flowbird help desk and your assigned project manager are available to asset with the setup of the system.
2	Internally, the City of Spokane has standardized on a Microsoft desktop platform: Windows operating system, Office suite, and Internet Explorer browser. The selected application Firm is expected to support all features and functionality within this environment. List versions currently supported by your product and describe your policy for adopting new versions of these products.	Meets	The Flowbird back-office suite is accessed through standard web browsers such as Chrome, Firefox and Explorer. Data can be exported to Excel/.csv files and via PDF files. The system supports current and past versions of these softwares.
3	City of Spokane requires the solution be compatible with multiple modern internet browsers for customer access via various platforms such as smart phones, tablets, desktops, etc. List the browsers and their versions(s) that your system currently supports and describe any functionality restrictions and limitations with your solution.	Meets	The Flowbird back-office suite is accessed through standard web browsers such as Chrome, Firefox and Explorer.
4	Any on premise components of the proposed solution must work in the city's current technical environment. If Proposal includes an on premise technology component, please describe the components that would be on premise and the environments supported/required. Include networking components and configurations required to support the proposed solution. If applicable, also describe any remote access to the city's network that your staff requires for implementation and/or ongoing support.	Meets	The Flowbird system solely relies on internet connection to standard web browsers.
5	Role Based Access Control (RBAC) allows the System Administrator to create user "profiles" that allow and grant user security rights to various functions of the system. Individuals or groups can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile that gives them all the rights of the particular group. Describe how your system provides RBAC management and the level of granularity.	Meets	The Flowbird back-office suite allows the City's administrator to decide which level of access rights each staff member will have. Users can have access to system configuration (e.g. rate and message changes), financial details, maintenance information, and collection information or be limited to less access. Various alarms and alerts can also be turned on or off per user.
Network Requirements			
1	Specify maximum allowed latency requirements	Meets	The system will only time out if there is weak or no connection to the City's internet connections.
2	Specify the typical amount of network traffic generated by this application in Mbps	Meets	It is recommended to have an MBPS of at least 4 for your internet speed. The network speed is mainly important when you are downloading files from the system or selecting large amounts of data.
3	Specify the minimum network bandwidth required for each client installation in Mbps	Meets	It is recommended to have an MBPS of at least 4 for your internet speed. The network speed is mainly important when you are downloading files from the system or selecting large amounts of data.

4	Specify all network ports that will need to be opened for both clients and network firewalls.	Meets	Ports 80 and 443 need to be opened.
5	Specify all public IP addresses that will need to be accessed by clients or servers.	Meets	The system is web based, just needing access to a standard web browser.
6	Specify any special IP address or protocol requirements for server or client PCs	Meets	There are no special IP address or protocol requirements for server or client PCs.
7	Specify remote access requirements and identify remote access users/equipment	Meets	Flowbird's back-office suite can be accessed by any device that has an internet connection and standard web browser. The system is password protected.
8	Specify physical switch port count requirements and port speed	Meets	The system is web based, just needing access to a standard web browser.
9	Specify any special network design requirements	Meets	There are no special network design requirements. The system is web based, just needing access to a standard web browser.
10	Specify if there are any QOS requirements	Meets	There are no QOS requirements
11	Specify any telephony requirements analog and or IP	Meets	The system is web based, just needing access to a standard web browser.
12	Specify any wireless access requirements	Meets	The system is web based, just needing access to a standard web browser.
13	Specify fiber or ethernet cabling requirements	Meets	The back-office system is web based, just needing access to a standard web browser. The pay stations can utilize a standard ethernet connection if desired/needed
14	Specify power requirements for all new equipment	Meets	The pay stations operate on battery power trickle charged by the solar panel or AC power connection.
15	Identify any certificate requirements	Meets	There are no certificate requirements. The system is web based, just needing access to a standard web browser.
Third Party Contracting			
1	Identify any/all 3rd party subcontractors and/or cloud service providers you contract with for your solution.	Meets	Flowbird hosts the data directly in our secure data centers. Where needed we contract with Amazon Web Services.
2	If using 3rd party subcontractors and/or cloud service providers describe the agreements you have with them for system security, business continuance, backup and restoration services, system availability, maintenance windows, hours of support, and penalties for violating prescribed uptime.	Meets	We do not anticipate using a 3rd party subcontractor for hosting for this project.
Upgrades			
1	Describe your typical average upgrade schedule (frequency of version releases, patches, length of time to implement, notification process) and documentation provided.	Meets	The back-office suite is updated automatically as upgrades are implemented. These updates do not impact customer use.
2	Describe your notification practices for:	Meets	
	a) Planned outages	Meets	Flowbird sends email notifications of planned outages.
	b) Changes to the application and/or database	Meets	Application/database changes that impact client use will be emailed directly to the client.

	c) Unplanned outages	Meets	Flowbird sends email notifications of unplanned outages.
	d) Product sunset	Meets	Product sunset that impacts the clients are communicated to the client by the Business Development Manager.
3	Describe any test or "sandbox" environments you would provide to the City of Spokane.	Meets	We are able to setup a "virtual" machine number for a pay station. This allows you to assign a pay station a special number so it can be identified as a test machine, so revenue reporting is not impacted.
4	Describe typical upgrade effort (downtime, level of difficulty, length of time to upgrade/update)	Meets	Back-office suite upgrades/updates happen automatically and typically do not impact client use.
Communications and Operations Management			
1	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Meets	Yes, our Managed Business Service policies document procedures for managing our IT infrastructure.
2	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research and, if so, for what length of time?	Meets	Customer transaction data is stored online for 2 years and off line for 10 years.
3	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Meets	Yes, our Managed Business Service policies document procedures for managing our IT infrastructure.
4	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?	Meets	Yes, our systems are scanned for vulnerabilities. Our payment systems are scanned by a 3rd party on a monthly basis for any vulnerabilities according to PCI standards.
5	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?	Meets	Yes, we have implemented an intrusion detection/prevention system. The system is monitored 24/7.
6	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?	Meets	Yes, we encrypt data send over the network and in storage.
7	Is City of Spokane data ever stored on non-company managed equipment?	Meets	No, data is stored in our secure data centers, monitored 24/7.
Public Records			
1	What is the procedure to retrieve bulk data in response to a PRR?	Meets	The City should request bulk data through our help desk via email.
Risk Assessment and Treatment			
1	Is there a risk assessment program in place?	Meets	Yes, we have a documented risk assessment program in place.
2	Is there a process to monitor, track, and remediate all identified risks on an ongoing basis?	Meets	Yes. Our system is based on GRPR best practices.
Security Policy			
1	Is there an information security policy?	Meets	Yes, please see our attached Information Security Policy.

2	Have information security policies been reviewed in the last 12 months?	Meets	Yes, our security team meets on a monthly basis and updates policies as needed.
3	Is there an Acceptable Use Policy for employees, contractors, temporary staff, etc.?	Meets	Yes, Flowbird has documented policies and procedures for contracted resources.
4	Is the information security policy communicated to constituents?	Meets	The information security policy is communicated to Flowbird management and IT staff. The policy is available for customer review upon request.
Organizational Security			
1	Is there an individual or group responsible for security within the organization?	Meets	Yes, our Information Security Manager is Luc Porchon. He is responsible for managing information security in our organization.
2	Are contacts with information security special interest groups, specialist security forums, or professional associations maintained?	Meets	Flowbird follows GDPR guidelines.
3	Has an independent third-party review of the information security program been conducted in the last 12 months?	Meets	The Flowbird system is audited on an annual basis for its PCI certification.
4	Does management require the use of confidentiality or non-disclosure agreements with external parties (including Vendors or Suppliers)?	Meets	Yes, non disclosure agreements are utilized with external parties.
5	Is access to City of Spokane data (or the processing facilities hosting such data) provided to external parties?	Meets	Encrypted data is stored off site in the safe of an external security company.
6	Is the penetration testing conducted by a 3rd party?	Meets	Yes, penetration testing is conducted on a monthly basis by a 3rd party.
7	Are suitable tests of systems and applications carried out during development and prior to acceptance?	Meets	Yes, we develop payment applications based on secure coding guidelines like OWASP Guide and utilize application testing software like Fortify 360.
8	Are anti-virus products used and configured with daily definition updates?	Meets	Yes, our system utilizes anti-virus products. Malware protection and firewalls are utilized.
9	Are backups of systems and data performed periodically (e.g. weekly)?	Meets	Yes, backups are performed on a weekly basis.
10	Is backup media stored offsite in a trusted facility?	Meets	Data is encrypted and stored off site in a safe of an external security company.
11	Is City of Spokane data isolated from other customer systems/data and secured to prevent unauthorized logical or physical access?	Meets	To ensure we are providing a cost effective service, multiple customer accounts are typically hosted on the same server. Of course, the data is separated so each client has access to their data only.
12	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Meets	Yes, our Managed Business Service policies document procedures for managing our IT infrastructure.
13	Are firewalls used to segment network zones and terminate connections to external networks?	Meets	

14	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research?	Meets	Customer transaction data is stored online for 2 years and off line for 10 years.
15	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Meets	Yes, our Managed Business Service policies document procedures for managing our IT infrastructure.
16	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?	Meets	Yes, our systems are scanned for vulnerabilities. Our payment systems are scanned by a 3rd party on a monthly basis for any vulnerabilities according to PCI standards.
17	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?	Meets	Yes, we have implemented an intrusion detection/prevention system. The system is monitored 24/7.
18	Is there an approval process to use wireless network devices?	Meets	Yes, device usage and network connections are covered by our security policies.
19	Are wireless connections encrypted?	Meets	
20	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?	Meets	Yes, we encrypt data send over the network and in storage.
21	Is there a policy that addresses the use and management of removable media? (e.g., CDs, DVDs, backup tapes, USB drives, etc.)?	Meets	Yes, we have policies for device usage and storage.
22	Is sensitive data on removable media, including backup tapes, encrypted?	Meets	Yes, sensitive data is encrypted and stored securely.
23	Is City of Spokane data ever stored on non-company managed equipment?	Meets	No, data is stored in our secure data centers, monitored 24/7.
24	Are desktops/laptops/mobile devices "managed" and configured with a minimum build including security software (e.g. host firewall, disk encryption, etc.)?	Meets	
Access Control			
1	Are privileged accounts (administrator, super-user, etc.) controlled and reviewed?	Meets	Yes, our Security team meets on a monthly basis.
2	For systems which touch City of Spokane data, is there a separation of duties process in place for approving and implementing access with sponsorship and duration documented?	Meets	Client data is separated based on sensitivity level. For instance, credit card transaction details are separated from standard transaction details.
3	Are user access paths set up on a predefined role-based need-to-know basis (e.g., only the operators working on City of Spokane's project have access to City of Spokane's information and systems)?	Meets	Yes, the system is a password protected system with access rights granted to those that need access to the data.
4	Are there formal procedures to add, delete and modify user accounts and access, assign to role and audit compliance against current user list?	Meets	Yes, the City system administrator will make requests to the Flowbird help desk for changes to accounts and access rights.
5	Do policies require access controls be in place on applications, operating systems, databases, and network devices to ensure users have least privilege?	Meets	Yes, however, in the case of City users, this will only apply to access rights on the

			Flowbird web based parking management system.
6	Are unique user IDs used for access?	Meets	Yes, the system requires a unique user name along with a password.
7	Is there a process to grant and approve access to systems processing, storing, or transmitting City of Spokane data?	Meets	We will utilize our standard processes to process, store and transit data according to GDPR best practices.
8	Is there a process to recertify access on a periodic basis (including privileged accounts e.g. administrator, super user, etc.)?	Meets	The City system administrator is responsible for communicating access rights changes to the Flowbird help desk.
9	Are passwords required to access systems processing, storing, or transmitting City of Spokane data?	Meets	Yes, the system is accessible to user name and password.
10	Do remote access communications into the environment occur over an encrypted tunnel (e.g. IPSec, SSL VPN, etc.)?	Meets	We encrypt data coming in transmission from the pay stations over SSLv3 tunnel. Private or confidential data stored in the database are encrypted using cryptographic algorithms (AES-256).
11	Is multi-factor authentication required for remote access?	No	
Systems Acquisition Development & Maintenance			
1	Is there a Software Development Life Cycle (SDLC) process, which includes security requirements and tollgates?	Meets	Yes, the ITIL standard process is used for change, incident and service level management.
2	Is access to production code and program source libraries based on the principle of least privilege?	Meets	
3	Are change control procedures required for all changes to the production environment?	Meets	
4	Is City of Spokane data ever used in the development, staging, or testing/QA environments?	Meets	City of Spokane data will not be used in development or testing environments unless we are delivering a development project specifically for the City of Spokane.
5	Are source code reviews (e.g. input validation) performed on applications, including those processing City of Spokane data?	Meets	Yes, source code reviews are performed on applications before deployment.
6	Are penetration tests and vulnerability assessments performed against external/Internet-facing systems and applications?	Meets	Yes, we perform penetration and vulnerability assessements.
7	Do developers receive targeted security training and are they made aware of vulnerabilities through periodic metrics reporting?	Meets	Yes, developers assigned to payment applications are trained at least annually in up-to-date secure coding techniques, including how to avoid common coding vulnerabilities.
8	Does the SDLC process include security requirements gathering, implementation, and verification tollgates before acceptance into production?	Meets	
9	Does the development process follow OWASP standards for building secure applications including international security review?	Meets	Yes, we develop payment applications based on secure coding guidelines like OWASP Guide and utilize application testing software like Fortify 360.

10	For environments being used for City of Spokane data, do you have an external source code review of all major applications revisions to the environment (SQl injection, cross-site scripting, and security weaknesses, not QA)?	Meets	The ITIL standard process is used for change, incident and service level management. The data center performs daily log analysis and regular updates for all systems. All downtimes are tracked through NAGIOS (http://www.nagios.com/) and availability reports are published on a monthly basis.
11	Do developers regularly receive detailed coding and design training in application security?	Meets	Yes, developers assigned to payment applications are trained at least annually in up-to-date secure coding techniques, including how to avoid common coding vulnerabilities.
Incident Event and Communications Management			
1	Is there an Incident Response process (including IT security breaches) that is reviewed annually?	Meets	Flowbird utilizes an incident response process. More details are found starting on page 29 of our Technical proposal.
2	Is there an Incident / Event Response team with defined roles and responsibilities?	Meets	Yes, this team meets regularly.
3	Is there a process to notify City of Spokane of incidents/events, including the sharing of relevant documentation (e.g. issues, root cause analyses, outcomes, and remediation)?	Meets	System downtime and outages are communicated via email. If there is a more serious issue to communicate, we will communicate that formally to the City through your Business Development Manager.
Business Continuity & Disaster Recovery			
1	Is there a documented policy for business continuity and disaster recovery?	Meets	Flowbird has a documented business continuity and disaster recover policy.
2	Is the capacity at the recovery location reviewed on a regular basis to ensure that adequate capacity is available in the event of a disaster?	Meets	Note that disaster recovery processes are tested throughout the year as follows: As a first point, our backup site is used by our demo platform and our validation teams, so that connectivity and infrastructures are daily used and monitored as per the main site Every week, the electricity supply is shut down in order to check that the backup energy source is taking over Then every year, we perform a full test, in parallel to the production system. We restore all the images on the backup site and check that every application is up and running and ready to take over on main site.
3	Does the product or service in question have an assured business continuity capability?	Meets	
4	Does the recovery strategy assure the continued maintenance of the service level agreements?	Meets	Yes, we have the ability to quickly restore services using a backup hosting site.
5	Does the Business Continuity and/or Disaster Recovery plan address notification to City of Spokane when incidents occur?	Meets	Yes, our clients will be notified if the City of Spokane system is impacted or sensitive data is lost.

6	Are alternate facilities (e.g. data centers, office locations, etc.) used?	Meets	Yes, we have redundant data centers.
Compliance			
1	Are there requirements to comply with any legal, regulatory or industry requirements, etc.?	Meets	Yes, we are required to comply with GDPR standards and PCI requirements.
2	Are audits performed to ensure compliance with any legal, regulatory or industry requirements?	Meets	At least on an annual basis our policies are reviewed to ensure adherence to GPDR standards.
3	Is there a records retention policy?	Meets	Retention and disposal of data policy 1. Flowbird shall not keep personal data in a form that permits identification of data subjects for longer a period than is necessary, in relation to the purpose(s) for which the data was originally collected. 2. Flowbird may store data for longer periods if the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, subject to the implementation of appropriate technical and organisational measures to safeguard the rights and freedoms of the data subject. 3. The retention period for each category of personal data will be set out in the Retention of Records Procedure along with the criteria used to determine this period including any statutory obligations Flowbird has to retain the data. 4. Flowbird's data retention and data disposal procedures (Storage Removal Procedure) will apply in all cases. 5. Personal data must be disposed of securely in accordance with the sixth principle of the GDPR – processed in an appropriate manner to maintain security, thereby protecting the "rights and freedoms" of data subjects. Any disposal of data will be done in accordance with the secure disposal procedure.
4	Is there an independent audit function within the organization?	Meets	
Privacy			
1	Is there an individual in the organization who is responsible for privacy?	Meets	Yes, our Information Security Manager is Luc Porchon. He is responsible for managing information security in our organization.
2	Do the policies and procedures include appropriate safeguards to ensure compliance with applicable privacy laws, including cross-border transfers of targeted privacy data?	Meets	

3	Is there a documented data flow for targeted privacy data for each jurisdiction?	Meets	Yes, our Data Privacy policies address how to apply GDPR standards outside of the European Union including the United States.
4	Does the organization control or own the delivery of Privacy Notices to customers?	Meets	Flowbird has a documented Data Privacy policy.
5	Are there documented policies or procedures to ensure targeted privacy data is only collected, stored and used for the purposes for which it was collected?	Meets	Flowbird has a documented Data Privacy policy.
6	Are there written procedures to process data protection authorities / regulators' complaints, if required?	Meets	Yes, our Data Privacy policy addresses this topic.
7	Are there documented procedures to notify customers (City of Spokane included) whose sensitive or personal information has been breached, as required by policy, practice or applicable privacy laws?	Meets	Yes, should there be a security breach, our Information Security Manager will be responsible to manage the process to notify clients.
8	Is there internal monitoring for compliance with Privacy Policies and procedures?	Meets	
9	Is on-boarding privacy training provided for all employees, contractors, temporary staff, etc.?	Meets	
SaaS Providers			
1	Are logins and communications secured with encryption? (HTTPS, SFTP,etc)	Meets	Flowbird receives authorization requests containing cardholder data (PAN, ISO2track) from card reader devices. Requests are encrypted by the card reader with 128bits AES keys and sent through Internet/GPRS to the payment gateway server managed by Flowbird. Parkeon transmits Cardholder data to acquirer, gateway and payment providers through several protocols (HTTPS, SFTP or TLS tunnels). Flowbird stores cardholder data encrypted in a database (AES-128) and in a Percona database (AES-256).
2	Are data transfers secured with encryption (HTTPS,SFTP,etc)	Meets	Flowbird receives authorization requests containing cardholder data (PAN, ISO2track) from card reader devices. Requests are encrypted by the card reader with 128bits AES keys and sent through Internet/GPRS to the payment gateway server managed by Flowbird. Parkeon transmits Cardholder data to acquirer, gateway and payment providers through several protocols (HTTPS, SFTP or TLS tunnels). Flowbird stores cardholder data encrypted in a database (AES-128) and in a Percona database (AES-256).
Vendors connecting to City of Spokane			
1	Vendor devices accessing City of Spokane networks are secured with at least the minimum required software (Antivirus,etc)	Not applicable	Flowbird devices will not be accessing City of Spokane networks.
2	Verify no personal devices will connect to the City of Spokane network, only authorized Vendor owned devices.	Not applicable	Flowbird devices will not be accessing City of Spokane networks.

3	Site to site tunnels are encrypted and mask both the Vendor and City of Spokane networks with NATing	Meets	We encrypt data coming in transmission from the pay stations over SSLv3 tunnel. Private or confidential data stored in the database are encrypted using cryptographic algorithms (AES-256).
4	Will communication over the VPN or tunnel be limited to only the systems necessary to transfer data and/or service the projects at City of Spokane	Meets	We encrypt data coming in transmission from the pay stations over SSLv3 tunnel. Private or confidential data stored in the database are encrypted using cryptographic algorithms (AES-256).

Company Name and Contact Information:		Parkeon, Inc. dba Flowbird - Kerry Loomis - 470-591-6974 - kerry.loomis@flowbird.group	
	Requirement Description	**Requirement Compliance**	**Vendor Response Comments - Optional**
2.1 GENERAL SPECIFICATIONS	**Please note: Please fill this sheet out for PAY STATIONS only**	**Proposer is to respond to all requirements highlighted in *yellow*. If vendor selects "will meet" please list compliance date in notes section**	**If, applicable, you may use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.**
a)	Payment must be available through multiple options, including coin, credit card and mobile payment integration. Near Field Communication (NFC) (including Apple Pay and Google Pay) payments shall be supported and available.	**Meets**	
b)	Pay station technology must allow the patron to pay for a parking space transaction at any pay station.	**Meets**	
c)	The ability to add time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time allowed by license plate for the parking space/zone.	**Meets**	
d)	Meters must have the ability to store a minimum of 8 different rate structures that are configurable by time of day and day of the week. Pay stations must allow for simultaneous rate structures to be displayed that include static/fixed rate combined with hourly rate options.	**Meets**	
e)	A large screen display is preferred in order for rate information to be displayed, rather than signs posted on the meter.	**Meets**	Flowbird provides options for a 9" touch screen, 7" color display, or a 4" x 2.75" monochrome display
f)	Pre-payment option (payments made in advance of operating hours).	**Meets**	
g)	An option for patrons to be informed of the expiration of their paid parking session.	**Meets**	Users can receive a text expiration notification alert on the Strada Pay Station. On the CWT we have a text receipt option and text notifications are in development.
h)	All technology must be simple to understand and easy to use.	**Meets**	Flowbird provides over 360,000 paystations worldwide. Our paystations are used by various cultures in a variety of languages.
i)	All technology must be reliable, easy to maintain and secure.	**Meets**	Flowbird pay stations have been deployed around the world and are proven to stand up to all climates. Our reliablity, especially on solar power, is 2nd to none. The components are plug and play and the units are simple to maintain.
j)	All technology shall be able to electronically display the following to the patron with minimal effort: i. Rates ii. Days and hours of operation iii. User instructions	**Meets**	In addition, pay stations can be configured to provide amber alerts, advertising, and coupons for local buisnesses.
k)	Proposers must offer strong customer support 7 days a week.	**Meets**	
l)	Changing rates using the Meter Management System (MMS) shall be completely web-based (no software to install), easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of meters.	**Meets**	
m)	All technology, equipment and systems shall be ADA-compliant.	**Meets**	
n)	All materials and components shall be new and unused.	**Meets**	
o)	All technology shall have a modular design. Components shall be able to be quickly changed in the field.	**Meets**	

p)	All electronic components, connections and wiring shall be fully weatherproofed.	**Meets**	
q)	The meters shall be weather, rust and graffiti resistant and shall be made of stainless steel or an equivalent material.	**Meets**	
r)	The City prefers that the meter has additional lighting or illumination for dark hour usage. Proposer shall describe how the lighting and/or display operates during dark hours.	**Provide Proposal reference page with description in Column D**	The Strada offers a back light key pad with a 7" color illuminated screen and optional light bar. The CWT offers a lighting module and a 9" color illuminated screen. The lighting modules are motion activated. See pages 13 and 35 of our Technical Proposal for photos.
s)	All technology shall wirelessly communicate usage, payment status, meter access and maintenance alert data in real-time.	**Meets**	
t)	All technology shall be managed by a web-based meter maintenance system (MMS) that can: i. Remotely update pricing, regulations, and configuration. ii. Provide reports on meter activity. iii. Automatically create maintenance work order tickets for generated alarms or patron reports of meter malfunctions. Maintenance tickets shall be able to be updated via email, smartphone and tablet. iv. Record meter maintenance completed by repair staff. v. Easily indicate meter status and send alarms to designated personnel if a meter is not functioning. vi. Proposer shall describe ability to integrate with City's 311 reporting system to receive and report on trouble tickets and work order requests.	**Meets**	Flowbird's back-office system is able to create work tickets via email. We are happy to investigate an integration the City's 311 system to see if special development would be needed. We have done this integration with the City of Baltimore 311 system.
u)	u) All technology shall be warranted to operate as proposed within a temperature range of -15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City, including but not limited to sleet, snow, hail, grime, rain, fog, sun (including direct sunlight), and vibrations.	**Meets**	The Strada Pay Station has proven to perform over the past 6 years within the City of Spokane. The CWT has proven installations throughout Washington State and other parts of the US and Canada.
2.2 WIRELESS TWO-WAY COMMUNICATIONS			
a)	The technology will be equipped with a modem, antenna, and the required software to support wireless communications.	**Meets**	
b)	The wireless communications shall be supplied as a "communications service" during the life of the contract, not as a specific type of modem or wireless carrier supply. Vendor shall be responsible for maintaining and updating the communications service to ensure system uptime in excess of 99% during parking hours of operation.	**Meets**	Flowbird will provide the cellular communications as part of our back-office services. We offer two different options for clients to manage modem obsolence. Clients can plan in their budget for upcoming changes or Flowbird can propose a obsolescence protection plan which ensures that the City will receive a modem at no cost at the time of a technology refresh when needed.
c)	Describe the modem type: CDMA, GSM and/or Wi-Fi.	**Provide Proposal reference page with description in Column D**	Flowbird provides for 4G cellular communication (typically through AT&T or T-Mobile) and we also provide an Ethernet option. See pages 20 and 37 of our Technical proposal for details.
d)	Identify the likely cellular carrier(s) to be used for City service and the process of determining reliability of signal coverage.	**Provide Proposal reference page with description in Column D**	AT&T and T Mobile are the top two carriers. Verizon is also available as a cost option. See pages 20 and 37 of our Technical proposal for details.

e)	The Proposer shall describe the established process to troubleshoot and resolve communication interruptions and failures.	**Provide Proposal reference page with description in Column D**	Alarms in the back office will identify the communication error. The customer (city or parking department affilation) will submit a ticket to our Help Desk. The Help Desk will reach out to the carrier and determine how and when it will be retified. See support details starting on page 4 of our Technical proposal.
f)	System transactions shall be communicated to the back-office system in real time to support pay-by-plate pay station enforcement queries. The system shall support enforcement queries for vehicle payment status.	**Meets**	
g)	If credit card payments can be accepted during weak wireless signal occurrences, describe the process.	**Meets**	Credit card transactions will be stored in a batch mode and submitted when connectivity begins.
2.3 DISPLAY			
a)	Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles. Proposer shall describe its options for altering the display to make viewing in direct sunlight easier.	**Provide Proposal reference page with description in Column D**	See pages 12 and 34 of our Technical proposal for details on the graphical display capabilities of the CWT and Strada Pay Stations.
b)	The meter shall have a backlit graphic display panel that is large enough to legibly display all necessary operating status messages to patrons and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent) configuration and not cause excessive battery drain.	**Meets**	
c)	The display shall be scratch and impact resistant.	**Meets**	
d)	Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.	**Meets**	
e)	Describe the ability to program and display different rate schedules by time of day and day of the week, including dynamic and progressive rate structures for peak occupancy periods. City staff shall have the ability to program rates independent of vendor support with no additional costs associated with these changes. i. Customers shall be able to select their rate option prior to submitting payment in order for the meter to translate the amount due and inform the customer of the payment value.	**Provide Proposal reference page with description in Column D**	City staff will have access to change rates and messages remotely from the back-office system. See pages 23 and 41 of our Technical proposal for details on rate change capabilities.
f)	Graphic display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the meter at least once per day. The City shall have the ability to change or adjust the graphic display independent of vendor support and there shall be no additional costs for these types of adjustments.	**Meets**	
g)	Meters shall have an ability to display special messaging. Proposer shall describe the process and features that enable special messaging, i.e., holiday and special event messages, which can be downloaded remotely.	**Provide Proposal reference page with description in Column D**	Both the CWT and Strada Pay Stations can accommodate special messaging for holidays and special events. See pages 23 and 41 of our Technical proposal for more details.

h)	Meter display shall clearly communicate the following electronically, alphanumerically and graphically: i. Rates ii. Days and hours of meter operation iii. Regulations iv. Instructions to the user: 1. Read Error, Please Reinsert Card – if card is removed from the mechanism before it could read the information on the card; 2. Coin Only – at the sole discretion of City, if the card slot is inoperable; 3. Card Only – at the sole discretion of City, if the coin slot and/or bill acceptor is inoperable; 4. Out of Order – at the sole discretion of City, if the coin and card slot are inoperable, with customizable instructions such as pay at another meter. v. Special messaging	**Meets**	
i)	Proposer shall describe any static information displayed and the format used.	**Provide Proposal reference page with description in Column D**	Typically the only "static" information displayed the time and date which updates each minute and day. See pages 12 and 34 of our Technical proposal for details on the graphical display capabilities of the CWT and Strada Pay Stations.
2.4 KEYPAD			
a)	Keypads must be vandal resistant, weatherproof, and corrosion resistant.	**Meets**	
b)	Proposer shall describe any visual, audible or tactile indication that a button has been pressed, as feedback to the patron. i. Describe the visibility of the keypad after dark and how the patron will interact with the meter.	**Provide Proposal reference page with description in Column D**	On the Strada Pay Station the keyboard is a capacitive keyboard that provides audible indication after each button push. The keyboard can be backlit as a cost option. As discussed previously, Strada can also be equipped with a motion activated light bar as a cost option. The proposed CWT Pay Station will be delivered with a full color touch display that can accommodate audible indication as an option. The CWT is able to be equipped with front face lighting as well. See pages 15 and 35 of our Technical proposal for more details on the keypads.
2.5 PAYMENTS			
a)	Proposer shall describe coin, bill, card and alternative payment operations, including the number of different coins/currency accepted and the type of card-based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).	**Provide Proposal reference page with description in Column D**	Both the CWT and Strada Pay Stations can be configured for a variety of payment methods include coin, bill, card, and contactless/NFC payments. The CWT can accept up to 16 different coin/token types and the Strada can accept up to 14 different coin/token types. Bill are accepted 4 ways. See pages 17 and 38 of our Technical Proposal for more details. Sean
b)	All meters must support secure real-time authorization of credit cards and optional contactless cards.	**Meets**	
c)	The meter shall accept monies through a jam-resistant coin/bill interface and jam- resistant card payments through a card interface.	**Meets**	

d)	For pay stations, the coin discrimination system should contain an automatic shutter, which only opens during operational hours for coin insertion of approved coins, but not for non-metallic objects.	**Meets**	
e)	For single/dual space meters, Proposer shall describe how the proposed technology mitigates insertion of objects other than approved coins.	**N/A**	
f)	If the coin or bill slot is inoperable, meters must have the option to still accept card payments and promote third-party payments (e.g., mobile payments), if applicable.	**Meets**	
g)	The coin chute or track and coin verifier unit shall be a free-fall type (non-moving and non-mechanized) or an equivalent.	**Meets**	The CWT Pay Station utilizes a free fall type coin acceptance system. The Strada utilizes a motorized coin selector which controls the movement of inserted coins in the meter (speed, position, etc).
h)	The coin chute or track shall include an anti-backup provision to prevent and detect the attempted retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).	**Meets**	?
i)	Monies must be deposited directly into, and stored within, secured containers in the vault area of the meter.	**Meets**	
j)	Monies must be easy to collect, simple to reconcile and include audit capabilities.	**Meets**	
k)	Maintenance personnel must be able to easily clear coin/bill jams without the use of special tools and without accessing the vault.	**Meets**	
l)	Describe how the 'Pay at Any Pay Station' feature would operate utilizing the proposed parking technology solution.	**Provide Proposal reference page with description in Column D**	In Pay by Plate mode, the devices are typically separated into zones by their rate structure. On the Strada, users can start and extend payments on any Strada within each specific zone. This ensures that people are paying the correct rate. On the CWT Touch, we offer the ability for the end user to confirm the zone they are parked in first, before they make their payment. If they are in front of a pay station but their vehicle is parked in a different zone, they type in their correct zone number which in some cases follows the zone numbering of the pay by cell system. These details can also be found on pages 13 and 35 of our Technical proposal.
m)	All meters shall be able to be programmed to accept pre-payments prior to start of regulated parking and extended payment within applicable City policy requirements.	**Meets**	
n)	Proposer shall describe in detail the step-by-step process of vendor's credit card acceptance procedure from the time a patron inserts his/her card to the time the money is deposited in the City account. Include the name of your gateway processor (if using a third party) and the name of the gateway software (if your firm uses in-house software). Proposer shall list all subcontractors involved in each step (e.g., cellular providers or gateway companies) and describe the subcontractors' PCI compliance. Proposer shall describe any per transaction charges from the vendor and/or the gateway company, or software charges; if none, then state as much.	**Provide Proposal reference page with description in Column D**	Please refer to pages 25 and 42 of our Technical proposal for details on the step by step credit card process. Flowbird utlilzes it own gateway to connect to the credit card processors with the exception of when we are offering EMV payments. In this case we utilize the Simple Pay gateway (a 3rd party partner). All pricing is detailed in our price proposal. Our standard offer is to offer one back-office fee which covers gateway and EMV related fee. Optionally, we can have a lower monthly fee and add "per transaction" fees. We are happy to discuss both options in detail to help you make the best decision for the City.

o)	The meter, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)).	**Meets**	
p)	Meter shall be PA-DSS certified by a Qualified Security Assessor (QSA).	**Meets**	Flowbird utilizes a PA-DSS certified card reader
q)	The technology must be EMV compliant. Proposer shall describe their current and future EMV capabilities including any required upgrades, options and/or associated costs.	**Meets**	The proposed card reader and solution is EMV certified. Note that there are additional monthly costs to accept EMV payments.
r)	Proposer shall describe any alternative payment options, the associated costs or any additional fees. Proposal shall describe current and future capabilities including any required upgrades or options for the implementation of the alternative payment options.	**Provide Proposal reference page with description in Column D**	Flowbird has proposed all available payment methods with the exception of our mobile payment app - Flowbird app. We have deployed our mobile payment solutions for close to 100 clients across the nation including for Washington State University Spokane. We would be happy to discuss this option with you and add the app as an alternative to the Passport app currently deployed in Spokane. One key benefit is that the Flowbird app can not only take standard on-street mobile payments, but it can also take parking reservations for public and private garages. Please refer to page 52 for more info on the Flowbird app.
s)	The MMS system shall allow the City to dynamically and remotely adjust parking prices on the meters in real-time.	**Meets**	
2.6 CLOCK			
a)	The meter must have a 365-day calendar real-time clock that completes a daily time-sync with the server at least once every 24 hours and that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset shall occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.	**Meets**	?
b)	The clock shall be programmable at least one year in advance for automatic daylight savings time changes.	**Meets**	
c)	The time-of-day clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period). i. There shall be no upper limit or maximum deviation that would prevent the clock from syncing with the MMS. ii. The clock shall track the day of week, Monday through Sunday. iii. Time of day and day of week shall be displayed to maintenance staff, on the front display screen, when the reset feature is activated.	**Meets**	
2.7 POWER			
a)	Pay stations must allow for power by a rechargeable solar-powered (or equivalent) battery.	**Meets**	
b)	Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 30 seconds once the pay station is opened.	**Meets**	
c)	For environmental reasons, Nickel-Cadmium batteries shall not be used to power the meters.	**Meets**	

d)	The meter will be powered by battery and/or rechargeable solar-powered (or equivalent) battery pack.	**Meets**	
e)	When battery voltage falls below a minimum threshold, the meter will generate an alert prior to the meter going out of service.	**Meets**	
f)	Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.	**Meets**	
g)	Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the MMS.	**Meets**	
h)	All locally stored meter data will be retained during battery replacement and battery failures of seven days or less.	**Meets**	
i)	Please describe any unique power management capabilities.	**Provide Proposal reference page with description in Column D**	Flowbird pay stations are designed specifically to run on solar power with an option to run on AC power. Our components are designed to draw very little power. Please refer to pages 15 and 35 for details on our solar power management.
j)	Battery shall guarantee a life of at least 5 years. Proposer shall describe how any and all options will impact battery life.	**Provide Proposal reference page with description in Column D**	Battery life is typically 5 years or more. A battery running on solar power can last between 3 and 5 years without a bench recharge. Please refer to pages 15 and 35 for details on our solar power management.
2.8 SECURITY / MAINTENANCE			
a)	Monies passing through the meter shall be deposited directly into secured containers in a separate vault area.	**Meets**	
b)	The coin/bill vault areas shall not be accessible from the maintenance compartment.	**Meets**	
c)	Meters shall be resistant to vandalism and other attacks to remove or disable coin/cash from the coinboxes.	**Meets**	
d)	Meters shall have high security locks for all housing and cabinet doors. Include a description of the locks provided. Electronic locks are preferred with online programmable access parameters including restrictions for maintenance, collections, days of week and hours of day. Describe the manual override process in case of power failure or electronic lock malfunction.	**Provide Proposal reference page with description in Column D**	Both the CWT and Strada feature high security locks that are hidden from public view. Electronic locks are a cost option and integration with Medeco locks for online programmability is also a cost option. Should an electronic lock fail in the field, a Flowbird technician will deployed onsite to open up the lock and retrieve cash in the vault for the City. Please refer to pages 18 and 33 of our Technical propoal for details on our locking systems.
2.9 WARRANTY / VENDOR SUPPORT			
a)	Proposer shall describe their system warranty and extended warranty options on all hardware and software effective from the date of installation.	**Provide Proposal reference page with description in Column D**	Please refer to page 7 of our Technical proposal for details on our hardware warranty. The back-office system gets updated automatically with the latest version because it is web based.
b)	Proposer shall describe technical support services, including 7 day a week customer support help desk availability (including holidays), on-line help features, transaction assistance, on-site support and technical support, during and beyond the installation and warranty periods. Proposer shall describe who is responsible for supporting the meter including any and all subcontractors.	**Provide Proposal reference page with description in Column D**	Please refer to the details of our support services starting on page 4 of our proposal.

c)	The customer support help desk shall have the ability to collect and/or provide detailed information to the City via the hotline and/or via log in to the back-office software, including: i. Verify, log and dispatch reports of meter malfunctions in real time with online tracking	**Meets**	
d)	Proposer shall provide the City with toll free telephone numbers enabling them to reach Proposer's staff during normal business hours.	**Meets**	
e)	The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.	**Meets**	
f)	Vendor shall be required to provide quarterly technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements.	**Meets**	?
g)	Provide system warranty guarantees and extended warranty options on all hardware and software effective from the date of installation.	**Provide Proposal reference page with description in Column D**	Please refer to page 7 of our Technical proposal for details on our hardware warranty.
h)	Requests for Quotations from the City must be to be fulfilled within three business days, and/or at a status update on the 3rd business day and every 2 days thereafter. This is to include all requests for all equipment and parts.	**Meets**	
i)	Return Merchandise Authorization (RMA) requests must be fulfilled within 30 calendar days, and/or a status update as the expected time of arrival (ETA). RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within the mutually established delivery hours of operation.	**Meets**	
2.10 TRAINING			
a)	Proposer shall provide a proposed training outline with their response.	**Meets**	Please refer to page 69 of our response for our proposed training outline.
b)	The City requires an on-site 2-hour refresher training each year that will include a review of project issues, system performance and product updates. Vendor shall provide all training at a location to be determined by the City or its designee.	**Meets**	
c)	Proposer shall cover all travel costs.	**Meets**	
d)	Proposer shall describe how upgrades to the MMS or other systems will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract.	**Provide Proposal reference page with description in Column D**	The back-office system is web based and will update automatically as new versions come available. This information is reiterated on page 7 of our Technical Proposal.
e)	Proposer shall supply and keep current hard and digital copies of all operating, training, repair and user's manuals, which includes detailed instructions for system usage.	**Meets**	
2.11 REPORTING / MAINTENANCE TRACKING / ENFORCEMENT			
a)	The MMS must provide secure, web-based back office reporting, including real time exception reporting for equipment downtime and data transmission issues.	**Meets**	

b)	The MMS shall provide maintenance tracking with automated technical ticket generation.	**Meets**	
c)	Describe how access to real-time information regarding customer-generated reports of meter or signage problems, and meter-generated warnings and alarms is available to support staff, including maintenance technicians.	**Provide Proposal reference page with description in Column D**	Please refer to pages 22 and 39 for details on our meter management system capabilities.
d)	The MMS shall provide a smartphone application to update, reassign and close out maintenance tickets.	**Does Not Meet**	Currently the maintenance ticket system is web based, not available through an app.
e)	The MMS shall have the capability to track maintenance issues, completion of maintenance tasks and reports on meter uptime.	**Meets**	
f)	The MMS shall provide scheduling capabilities for both preventive and non-recurring maintenance.	**Meets**	
g)	The MMS shall provide a maintenance dispatch interface for the scheduling, recording and reporting of error/problem corrections.	**Meets**	
h)	The MMS shall provide an online mapping module for parking spaces and meters to identify maintenance and enforcement areas/zones. The MMS shall provide real-time verification of parking spaces payment status for enforcement purposes.	**Meets**	?
i)	MMS shall allow the remote download of all rate changes, display changes, receipt layout changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless data usage.	**Meets**	
j)	The web-based MMS reporting analytics tool shall allow for: i. Custom filtering of data fields ii. Drop & drag report capabilities iii. Table creation where reports can be saved for individual or global use	**Meets**	
k)	The MMS shall allow for online scheduled reports to be exported as Excel, CSVs and/or PDFs	**Meets**	
2.12 DATA / INTEGRATION			
a)	Proposer must provide real-time integration with the City's current and future parking technology and data management vendors, including, but not limited to, citation issuance/enforcement handhelds, LPR and mobile payment (Passport). Proposer shall confirm current integrations with the City's existing vendors and/or describe any costs associated with implementing the integration required to support pay-by-plate.	**Provide Proposal reference page with description in Column D**	Flowbird confirms that we have current integrations with the City's current vendors and will provide these integrations at no charge. Please refer to page 10 of our proposal for more details on our integration capabilities.
b)	Vendor will be required to provide all meter related data in a format and interface as defined by the City, including an interface with the City's asset management system (Cityworks). Vendor shall be able to work with outside vendors to perform data migration. This could include data mapping, data cleanup/verification, data transfer, and other testing as defined by City requirements.	**Meets**	Flowbird is able to provide a data extraction tool that allows the City to take the data it needs from the system and import it into the system of its choosing.

Costs and Fees for Cale America, Inc.

Item	Description	Price	Unit or Period
1. Hardware			
CWT Touch Pay Station	New Pay Station with 9" color touch screen, solar power, EMV compliant. Quantity 1-49*	$5,849.00	Each
	New Pay Station with 9" color touch screen, solar power, EMV compliant. Quantity 50-249*	$5,699.00	Each
	New Pay Station with 9" color touch screen, solar power, EMV compliant. Quantity 250-499*	$5,549.00	Each
	New Pay Station with 9" color touch screen, solar power, EMV compliant. Quantity 500+*	$5,399.00	Each
	* The following items are included		
	1). Each pay station comes with one coin box		
	2). Downloading parameters to pay stations/to set up rate structure, etc.		
	3). Training		
	4). Signs and Decals (No charge for standard pay station decals during initial deployment. They can provide a quote for pay station signage if quantity and sign specs are provided.		
	5). Marketing support -flyer design, support with press release, support for social media including FAQs, support with video content.		
	6). 12V 75AH recyclable sealed lead acid battery (or greater V.)		
2. Software			
Flowbird Web Office (FWO)	Ongoing monthly fee for back office system for CWT Touch (per device). Quantity 1-199.	$52.00	Each
	Ongoing monthly fee for back office/system management CWT Touch (per device). Quantity 200+	$48.00	Each
3. Warranty			
CWT Touch	1 Year Warranty (per device) from date of initial machine delivery.	Included	Each
	Extended Warranty (per device/year). Must be added at start of contract, cannot be added at a later date.	$325.00	Each
4. Additional Costs			
Credit Card Processing / PCI Gateway Fee	$2 for EMV (Smart Chip) Pay Station through Elavon; $8 for EMV through other processors. (per pay station/month)	$2.00	Each
Text receipts	Cost to send payment receipt by text to customer (per transaction if customer requests receipt)	$0.03	Each
Bill Note Acceptor (BNA)	Allows for the machine to take payment by paper money or bills.	$1,577.00	Each
NFC Card Reader	Reader allows payment via contactless card payment (tap).	$150.00	Each
Coin Box	Box that coin is deposited into. Quantity 1-49	$265.00	Each
	Box that coin is deposited into. Quantity 50+	$238.00	Each
Electronic Locks		$325.00	Each
Front face lighting module		$425.00	Each
Development	Cost to set up, develop new interfaces, reports, etc.	$135.00	Hour
System Integration	Cost to setup integrations with existing vendors. New integrations may require added development.	$500.00	Each
Onsite Ambassadors for marketing support	Onsite ambassadors - $2000 management fee plus $30/hour/ambassador.		
5. Prevailing Wage			
Installation	Installation per pay station includes prevailing wage, retainage, and performance bond requirements.	$250.00	Each
Removal	Removal, hauling and recycling of existing single space parking meter, pole, and housing. (per meter) Quantity 1-999	$72.00	Each
	Removal, hauling and recycling of existing single space parking meter, pole, and housing. (per meter) Quantity 1000+	$65.00	Each
	Removal, hauling and recycling of existing single space parking meter mechanism only. (per meter)	$30.00	each
6. Spare Parts (CWT S5)			
0041-00301	OVERLAY CONTACTLESS	$ 24.95	Each
120412	ROLL HOLDER;	$ 9.95	Each
0602-C0159	QR CODE READER KIT;	$ 1,795.00	Each
0602-C0160	COIN INLET ASSEMBLY	$ 49.95	Each
0602-E0031	START BUTTON	$ 49.95	Each
0633-00150	WINDOW	$ 29.95	Each
ELM1000036956	COIN SELECTOR; SMART	$ 450.00	Each
0601-C0081	COIN RETURN CUP	$ 29.95	Each
130550	ESCROW	$ 164.95	Each
135962	ESCROW FRONT PLATE	$ 9.95	Each
0602-C0160	ANTIPIN/COIN INLET	$ 74.95	Each

UPGRADES5/4G-6-001	CWT 9.7 TOUCH DOOR	$ 4,500.00	Each
0601-B0065	COVER KIT, PINPAD	$ 60.95	Each
US Part	COIN SLOT BLANK OUT PLATE	$ 39.95	Each
US Part	TICKET BLANK OUT	$ 39.95	Each
0601-B0203	COIN SYSTEM	$ 1,695.00	Each
ELP1000036812	DISPLAY ASSM,CWT COLOR DISP 9.7 INCH	$ 895.00	Each
0501-E0201	DISPLAY TOUCH ADAPTER BOARD	$ 189.95	Each
0601-D0017	(REV K) AVE MAIN BOARD W/BACK PLATE	$ 1,295.00	Each
ELM10000035034	SMART PRINTER	$ 495.00	Each
	ROLL BLANK PAPER FOR METER	$ 34.95	Each
USA	BATTERY CABLE	$ 25.24	Each
0633-00157	CABLE SUPPORT TOUCH	$ 15.95	Each
0540-00203	DISPLAY CABLE AMPIRE	$ 44.95	Each
USA	STRADA DOUBLE COLLECTION CABLE		Each
0540-00200	PRINTER RIBBON CABLE	$ 9.95	Each
CAT10000030405	VIDEO INTERFACE CABLE; BLUE	$ 5.95	Each
0601-B0138	GLOBALCOM BV1000R CARD READER KIT	$ 1,995.00	Each
0601-B0134	GLOBALCOM CCC A1000 CONTACTLESS READER	$ 995.00	Each
	ANTENNA	$ 65.00	Each
0501-E0054	4G MODEM	$ 445.00	Each
Spare Part Bundle Pricing is available to the City to purchase specific spare parts.			
7. Shipping			
CWT Touch Pay Station	Cost to ship each CWT Touch	$200.00	Each

This Service Level Agreement is intended to provide an understanding of the services provided by Cale America, Inc., dba Flowbird ("Firm") and the companies they subcontract with to the City of Spokane ("City").

Cale America, Inc. dba Flowbird

Support

The following is an overview of system support for The Firm:

Quality/Assurance

As manufacturer and supplier of the pay stations, the Firm will control the quality of their products from factory to installation. The Firm will provide a high level of quality control concerning manufacturing processes validated by third party audits. This quality control moves from the factory into the testing and installation phase of the projects as well. The Firm will provide technicians who are well trained in their products and know the ins and outs of testing, troubleshooting, installation, and after sales support.

Project/Control

The Firm will provide the City with a dedicated Project Manager. This Project Manager is responsible for working with the City to ensure on-time delivery of all hardware, accurate software programming, coordination of installation schedules, management of any subcontractor(s), cooperation with technical partners, training of City staff, and public awareness of the deployment (if needed).

Document/Control

The Project Manager will work with the City to provide all necessary forms and documentation to initiate the project. These include; but are not limited to: hardware customization forms, software creation forms (rate structures, languages, user types) and credit card banking forms (used to connect the machines to the correct merchant bank processor). The Project Manager will also ensure that all manuals associated with the equipment and the software are provided, and kept current. The Project Manager will work closely with the Firm's Sales Administration team to ensure that machines are ordered on time and accurately configured to City business rules. Once the project is successfully implemented, the Firm's Sales Admin handles all spare parts orders through the RMA process.

Firm will provide technical bulletins that identify product notifications, technology updates, and overall system and performance details including software and firmware upgrades with an explanation of features and improvements, with each software release, but at a minimum quarterly frequency.

Training

The Firm will provide the City with comprehensive training on both the hardware and CWT WebOffice. The Firm will provide annual support at no additional charge via phone, email and automatic updates of the back-office parking management system. The Firm will provide

training during system installation and will provide refresher trainings upon request each year of the contract.

Equipment Installation
The Firm will work together with the City to determine the best locations for parking equipment throughout the City. The Firm's team together with their selected partners, will install all equipment. All CWT Touch locations will have a minimum of 3" deep concrete for wedge anchor installation. Otherwise a concrete pad must be poured. The Firm can provide a quote for concrete services if necessary.

Maintenance & Support
The Firm's help desk is available 24/7 including weekends over the phone to keep parking system collecting revenue. Based on the requirements, the Firm will train the City in Level 1 service as described below. Following training from the Firm, the City will provide Level 1 service as follows:

Level I – Day to day operations of the system including:

- Monitoring the system for alarms/alerts through Cale America, Inc.'s back-office suite
- Configuration changes (e.g. rate changes and policy changes). Note that the City may also contact Cale America, Inc. to modify configurations. A quotation will be provided for these services.
- Cash collections
- Technical Services as follows:
    1. Open CWT Touch and remove and/or replace internal components as necessary.
    2. Execute self-diagnostic and other repair processes, as shown in service training and described in the Service Guide and other documentation provided in conjunction with and at the time of training.
    3. Install programming changes to the CWT Touch using the maintenance procedures that are available at the maintenance keyboard on the CWT Touch and explained during Level I service training.
    4. Maintain a log of repair activities performed by the technicians, which will be available for reference purposes during a call to Level II Technical Support.
    5. Ensure that the staff servicing CWT Touch have successfully completed the full training program provided by Cale America, Inc. and maintain the certification level of all staff who service the CWT Touch or operate the back office software system.
    6. Complete all prescribed Level I diagnostics and repair steps prior to escalating a service issue to Level II support.
    7. Ensure that only trained Level I service staff initiate support requests to the Level II helpdesk.

8. Use its own qualified IT resource to provide desktop client, network, and infrastructure services necessary to maintain the proper functioning of the back-office system.
9. Provide all information required to open a support request with Cale America, Inc. Level II Service and be available to work with the Cale America, Inc. support resource assigned to the support request.
10. Complete the recommended preventative maintenance process to maximize useful life of the parts within the CWT Touch.
11. Maintain the concrete mounting pad and mounting hardware per installation specifications.
12. Maintain all electrical installation accessories other than those that form an integral part of the CWT Touch as well as electrical connections to the CWT Touch.
13. Maintain a supply of locally-available parts sufficient to meet desired repair timelines. These parts will be supplied to Cale America, Inc. as needed for Level II On-Site Operation.
14. Maintain a log of all parts replacements which will be made available to Cale America, Inc. upon demand.
15. Archive data and historical analysis for data older than 90 days.

The Firm will perform the following services based on the RFP requirements.

Level II – Cale America, Inc. Helpdesk. If City staff need assistance on hardware or software, the City will contact the Cale America, Inc. Helpdesk. The Cale America, Inc. Helpdesk team has live remote access to equipment in the field which provide service to the City. The Firm will provide the following services at no additional charge:

- Phone and email support by experienced Cale America, Inc. support staff
- Assistance with back-office management system questions such as report generation, system monitoring questions, configuration change questions, credit card reconciliation support
- Live troubleshooting of hardware issues. Firm will walk City staff through recommended maintenance techniques and provide instruction on what functions to perform to get the equipment back up and running.
- The Cale America, Inc. Helpdesk will also connect the City with the Firm's Sales Administration department for parts orders (either new parts or parts under warranty) and Firm's Software Configuration department if software changes need to be made.

Support			
1	The City of Spokane expects that annual support will include all updates, enhancements and training to the proposed solution. Describe how your solution meets this requirement.	Meets	Flowbird will provide annual support at no additional charge via phone, email and automatic updates of the back-office parking management system. Flowbird will provide training during system installation and will provide refresher trainings upon request each year of the contract.

3	Describe your escalation process for issues that are not resolved during initial call.	Meets	Issues that are not resolved during the initial call are escalated to our global support team or to the customer service manager.
4	The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.	Meets	Flowbird is able to provide this level of service.
5	Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.	Meets	Flowbird uses Salesforce.com for our local support team to raise issues that cannot be resolved at the local level. These requests are electronic service tickets which are tracked by the assigned coordinator. Status updates are communicated via Salesforce.com and by email.
6	Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.	Meets	Enhancement requests should be discussed with your Business Development Manager who can communicate the needs internally at Flowbird. Development requests are formally raised to management and follow-up calls are held on a regular basis to understand the need, see if we already have a solution available, or decide to provide a quotation for the development (if necessary).
7	Live support is available for any issues Monday – Friday, 8am – 5pm (PST), or other reasonable timeframe during typical business hours. Please provide SLA agreements.	Meets	Flowbird is able to provide live support within the requested hours. Our proposal includes our standard Connectivity and Services agreement.
8	Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.	Meets	Service outages are communicated via email. Bug fixes, updates, known issues, and EOL dates are typically communicated through your Business Development Manager.
9	Describe account and support management methodology if provided such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.	Meets	Your Business Development Manager is responsible for working with the City on an ongoing basis to ensure we are providing the parking system that meets the City's needs. While our customer service help desk is available for technical questions, the Business Development Manager is available to you to look at the "big picture." We also have support resources that assist the Business Development Manager with her role. There is no additional costs to meet with our Business Development Managers.

Upgrades

The following is an overview of upgrade support for The Firm:

Upgrades			
1	Describe your typical average upgrade schedule (frequency of version releases, patches, length of time to implement, notification process) and documentation provided.	Meets	The back-office suite is updated automatically as upgrades are implemented. These updates do not impact customer use.
2	Describe your notification practices for:	Meets	
	a) Planned outages	Meets	Flowbird sends email notifications of planned outages.
	b) Changes to the application and/or database	Meets	Application/database changes that impact client use will be emailed directly to the client.

	c) Unplanned outages	Meets	Flowbird sends email notifications of unplanned outages.
	d) Product sunset	Meets	Product sunset that impacts the clients are communicated to the client by the Business Development Manager.
3	Describe any test or "sandbox" environments you would provide to the City of Spokane.	Meets	We are able to setup a "virtual" machine number for a pay station. This allows you to assign a pay station a special number so it can be identified as a test machine, so revenue reporting is not impacted.
4	Describe typical upgrade effort (downtime, level of difficulty, length of time to upgrade/update)	Meets	Back-office suite upgrades/updates happen automatically and typically do not impact client use.

Liquidated Damages and Credits

Both parties will agree that the annual liquidated damages shall be limited to the amount paid or due to the Firm by the City during a one-year period except in the initial 12-month period of this Agreement where liquidated damages shall be limited to 30% of the amount paid or due to the Firm by the City during the initial 12-month period of this Agreement. The Firm agrees to pay these amounts to the City as set forth:

Failure of Pay Station(s).

Failure of either Pay Station(s) that results in either no payment transaction being accepted by the Pay Station(s) (e.g., allow free parking during enforcement hours) or application of the wrong fee rates for parking will result in damages of $100.00 per day (each 24-hour period) per each affected Pay Station. City will provide Vendor with 24 hours' notice to respond and repair the Pay Station(s) failure prior to being entitled to liquidated damages.

PCI Data Security Failure

Failure of the Firm to maintain Payment Card Industry ("PCI") Data Security Standard Certification, defined as an information security standard of organizations that handle branded credit cards from the card schemes, shall result in damages of $10,000 on the twenty-eight (28th) calendar day following non-compliance ("first assessment"). The twenty-eighth (28th) calendar day following the first assessment and every twenty-eight (28) calendar days thereafter shall constitute a "subsequent assessment". On each additional twenty-eighth (28th) calendar day following the first assessment and any subsequent assessments, the City shall be entitled to liquidated damages of $25,000 until the failure is cured. Damages during subsequent assessments shall be prorated by day.

Accuracy

The City will issue a written warning to the Firm if CWT Touch fails to maintain 99% accuracy in the City's audit of daily revenue as a result of a design defect with CWT Touch. The Firm will cure each failure within seven (7) days after receipt of the warning. If any failure is not cured within seven (7) days, The Firm will be subject to damages of $1,000 per day per failure of CWT Touch until the failure is cured.

The Firm's obligation to provide the City with service credits as set forth above, is dependent on the City providing written notice to the Firm stating why they did not meet the availability levels. Upon receipt of such notice, the Firm has 30 calendar days to investigate and respond in writing to the City. At the end of the 30 calendar days, if it is determined that the Firm did fail to meet the availability standard above, the City will receive the appropriate service credit during the next invoice cycle.

Agenda Sheet for City Council Meeting of: 11/29/2021		Date Rec'd	11/17/2021
		Clerk's File #	OPR 2021-0767
		Renews #	
Submitting Dept	FLEET SERVICES	Cross Ref #	
Contact Name/Phone	RICHARD GIDDINGS 6257706	Project #	
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	RE19987
Agenda Item Name	5100-FORD RANGER LEASE FOR CODE ENFORCEMENT		

Agenda Wording

Code Enforcement would like to lease a Ford Ranger from Enterprise Services. Lease amount is $516.54 monthly. 3 year lease for a total of 18,595.44.

Summary (Background)

The Ford Ranger will replace a unit that has reached the end of its economic life. We recommend approval for the lease of a Ford Ranger for the Code Enforcement Department. Funding for this is included in the department's budget.

Lease? YES Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 18595.44	# 1200-58100-24600-54501-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	GIDDINGS, RICHARD	Study Session\Other	11/15/2021
Division Director	WALLACE, TONYA	Council Sponsor	Betsy Wilkerson
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	mmartinez	
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing	PRINCE, THEA		
ACCOUNTING - LEASE	BAIRD, CHRISTI		

Briefing Paper
Finance and Administration Committee

Division & Department:	Finance, Fleet Services
Subject:	Lease of a Ford Ranger for Code Enforcement
Date:	November 15, 2021
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Betsy Wilkerson
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance and Administration Committee
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History:
Code Enforcement would like to lease a Ford Ranger from Enterprise Services. Lease amount is $516.54 monthly.

Executive Summary:
The Ford Ranger will replace a unit that has reached the end of its economic life. We recommend approval for the lease a Ford Ranger for the Code Enforcement Department. Funding for this is included in the department's budget.

Budget Impact:
Approved in current year budget? ■ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ■ No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:
Consistent with current operations/policy? ■ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ■ No
Specify changes required:
Known challenges/barriers:

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 6059411

Prepared For: CITY OF SPOKANE
Martinez, Micaela

Date 11/03/2021
AE/AM J6H/CRB

Unit #
Year 2022 **Make** Ford **Model** Ranger
Series XL 4x4 SuperCab 6 ft. box 126.8 in. WB
Vehicle Order Type Ordered **Term** 36 **State** WA **Customer#** 578823

$ 27,036.00		Capitalized Price of Vehicle[1]
$ 0.00	*	Sales Tax 0.0000% **State** WA
$ 0.00	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 350.00		Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 309.13	*	Tax on Incentive (Taxable Incentive Total : $3,324.00)
$ 27,386.00		Total Capitalized Amount (Delivered Price)
$ 369.71		Depreciation Reserve @ 1.3500%
$ 102.88		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 472.59		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management — Comp/Coll Deductible 0 / 0
$ 0.00		Full Maintenance Program [3] Contract Miles 0 — OverMileage Charge $ 0.0350 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included
$ 0.00		**Additional Services SubTotal**
$ 43.95		Sales Tax 9.3000% **State** WA
$ 516.54		**Total Monthly Rental Including Additional Services**
$ 14,076.44		Reduced Book Value at 36 Months
$ 400.00		Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Ebony w/Front Cloth Bucket Seats
Lic. Plate Type	Exempt
GVWR	0

Quote based on estimated annual mileage of 7,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE CITY OF SPOKANE

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

[2] Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	$ 150.00
Courtesy Delivery Fee	C	$ 200.00
Total Other Charges Billed		$ 0.00
Total Other Charges Capitalized		$ 350.00
Other Charges Total		$ 350.00

Open-End (Equity) Lease Rate Quote

Quote No: 6059411

VEHICLE INFORMATION:

2022 Ford Ranger XL 4x4 SuperCab 6 ft. box 126.8 in. WB - US

Series ID: R1F

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$28,266	$29,140.00
Total Options	$799.00	$850.00
Destination Charge	$1,295.00	$1,295.00
Total Price	**$30,360.00**	**$31,285.00**

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

Interior: QH-(0 I) Ebony w/Front Cloth Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A Standard	NC	NC
126WB	126.8" Wheelbase	STD	STD
425	50-State Emissions System	STD	STD
44U	Transmission: Electronic 10-Speed SelectShift Auto	Included	Included
4SPK	4 Speakers	Included	Included
64A	Wheels: 16" Silver Steel	Included	Included
67F	XL Power Equipment Group	$334.00	$355.00
67FALM	Perimeter Alarm	Included	Included
86S	Tough Bed Spray-In Bedliner	$465.00	$495.00
99H	Engine: 2.3L EcoBoost	Included	Included
FOB	Remote Key Fob w/Tailgate Lock	Included	Included
PAINT	Monotone Paint Application	STD	STD
Q	Front Cloth Bucket Seats	Included	Included
QH_01	(0 I) Ebony w/Front Cloth Bucket Seats	NC	NC
STDAX	3.73 Axle Ratio	Included	Included
STDGV	GVWR: 6,050 lbs	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: P255/70R16 A/S BSW	Included	Included
SVMIR	Power Glass Sideview Mirrors	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Driver Door: reverse opening rear passenger doors
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote manual folding side-view door mirrors
- Convex Driver Mirror: convex driver and passenger mirror
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers with black rub strip
- Rear Step Bumper: rear step bumper
- Front Tow Hooks: 2 front tow hooks
- Front License Plate Bracket: front license plate bracket
- Bed Liner: bed liner
- Box Style: regular
- Body Material: galvanized steel/aluminum body material
- : trailering with harness
- Grille: black grille

Convenience Features:

- Air Conditioning manual air conditioning
- Power Windows: power windows with driver 1-touch down
- Remote Keyless Entry: keyfob (front doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Remote Engine Start: remote engine start - smart device only
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Auto-dimming Rearview Mirror: auto-dimming rearview mirror
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with covered box
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Dashboard Storage: dashboard storage
- IP Storage: bin instrument-panel storage
- Rear Underseat Storage Tray: rear underseat storage tray
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

- radio AM/FM stereo with seek-scan
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 4 speakers
- Internet Access: FordPass Connect 4G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off projector beam halogen headlamps
- Cab Clearance Lights: cargo bed light
- Front Wipers: variable intermittent wipers
- Tinted Windows: light-tinted windows
- Dome Light: dome light with fade
- Variable IP Lighting: variable instrument panel lighting
- Display Type: analog appearance
- Voltometer: voltmeter
- Compass: compass

Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 4
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Removeable Rear Seats: removeable rear seat
Rear Seat Type: rear full bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 270-hp, 2.3-liter I-4 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Agenda Sheet for City Council Meeting of: 11/29/2021		Date Rec'd	11/17/2021
		Clerk's File #	OPR 2021-0768
		Renews #	
Submitting Dept	FLEET SERVICES	Cross Ref #	
Contact Name/Phone	RICHARD GIDDINGS 6257706	Project #	
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	RE19917
Agenda Item Name	5100-FORD RANGER LEASE FOR RPWRF		

Agenda Wording

RPWRF would like to lease a Ford Ranger from Enterprise Services. Lease amount is $516.54 monthly. 3 year lease totaling $18595.44

Summary (Background)

The Ford Ranger will replace a unit that has reached the end of its economic life. We recommend approval for the lease of a Ford Ranger for the RPWRF Department. Funding for this is included in the department's budget.

Lease? YES Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 18595.44	# 1200-58100-24600-54501-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	GIDDINGS, RICHARD	Study Session\Other	11/15/2021
Division Director	WALLACE, TONYA	Council Sponsor	Betsy Wilkerson
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	mmartinez	
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing	PRINCE, THEA		
ACCOUNTING - LEASE	BAIRD, CHRISTI		

Briefing Paper
Finance and Administration Committee

Division & Department:	Finance, Fleet Services
Subject:	Lease of a Ford Ranger for RPWRF
Date:	November 15, 2021
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Betsy Wilkerson
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance and Administration Committee
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History:
RPWRF would like to lease a Ford Ranger from Enterprise Services. Lease amount is $516.54 monthly.

Executive Summary:
The Ford Ranger will replace a unit that has reached the end of its economic life. We recommend approval for the lease a Ford Ranger for the RPWRF Department. Funding for this is included in the department's budget.

Budget Impact:
Approved in current year budget? ■ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ■ No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:
Consistent with current operations/policy? ■ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ■ No
Specify changes required:
Known challenges/barriers:

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 6059411

Prepared For: CITY OF SPOKANE
Martinez, Micaela

Date 11/03/2021
AE/AM J6H/CRB

Unit #
Year 2022 **Make** Ford **Model** Ranger
Series XL 4x4 SuperCab 6 ft. box 126.8 in. WB
Vehicle Order Type Ordered **Term** 36 **State** WA **Customer#** 578823

$ 27,036.00		Capitalized Price of Vehicle[1]
$ 0.00	*	Sales Tax 0.0000% **State** WA
$ 0.00	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 350.00		Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 309.13	*	Tax on Incentive (Taxable Incentive Total : $3,324.00)
$ 27,386.00		Total Capitalized Amount (Delivered Price)
$ 369.71		Depreciation Reserve @ 1.3500%
$ 102.88		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 472.59		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management — Comp/Coll Deductible 0 / 0
$ 0.00		Full Maintenance Program [3] Contract Miles 0 — OverMileage Charge $ 0.0350 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included
$ 0.00		**Additional Services SubTotal**
$ 43.95		Sales Tax 9.3000% **State** WA
$ 516.54		**Total Monthly Rental Including Additional Services**
$ 14,076.44		Reduced Book Value at 36 Months
$ 400.00		Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Ebony w/Front Cloth Bucket Seats
Lic. Plate Type	Exempt
GVWR	0

Quote based on estimated annual mileage of 7,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE CITY OF SPOKANE

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

[2] Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	$ 150.00
Courtesy Delivery Fee	C	$ 200.00
Total Other Charges Billed		$ 0.00
Total Other Charges Capitalized		$ 350.00
Other Charges Total		$ 350.00

Open-End (Equity) Lease Rate Quote

Quote No: 6059411

VEHICLE INFORMATION:

2022 Ford Ranger XL 4x4 SuperCab 6 ft. box 126.8 in. WB - US

Series ID: R1F

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$28,266	$29,140.00
Total Options	$799.00	$850.00
Destination Charge	$1,295.00	$1,295.00
Total Price	**$30,360.00**	**$31,285.00**

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

Interior: QH-(0 I) Ebony w/Front Cloth Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
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126WB	126.8" Wheelbase	STD	STD
425	50-State Emissions System	STD	STD
44U	Transmission: Electronic 10-Speed SelectShift Auto	Included	Included
4SPK	4 Speakers	Included	Included
64A	Wheels: 16" Silver Steel	Included	Included
67F	XL Power Equipment Group	$334.00	$355.00
67FALM	Perimeter Alarm	Included	Included
86S	Tough Bed Spray-In Bedliner	$465.00	$495.00
99H	Engine: 2.3L EcoBoost	Included	Included
FOB	Remote Key Fob w/Tailgate Lock	Included	Included
PAINT	Monotone Paint Application	STD	STD
Q	Front Cloth Bucket Seats	Included	Included
QH_01	(0 I) Ebony w/Front Cloth Bucket Seats	NC	NC
STDAX	3.73 Axle Ratio	Included	Included
STDGV	GVWR: 6,050 lbs	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: P255/70R16 A/S BSW	Included	Included
SVMIR	Power Glass Sideview Mirrors	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Driver Door: reverse opening rear passenger doors
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote manual folding side-view door mirrors
- Convex Driver Mirror: convex driver and passenger mirror
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers with black rub strip
- Rear Step Bumper: rear step bumper
- Front Tow Hooks: 2 front tow hooks
- Front License Plate Bracket: front license plate bracket
- Bed Liner: bed liner
- Box Style: regular
- Body Material: galvanized steel/aluminum body material
- : trailering with harness
- Grille: black grille

Convenience Features:

- Air Conditioning manual air conditioning
- Power Windows: power windows with driver 1-touch down
- Remote Keyless Entry: keyfob (front doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Remote Engine Start: remote engine start - smart device only
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Auto-dimming Rearview Mirror: auto-dimming rearview mirror
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with covered box
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Dashboard Storage: dashboard storage
- IP Storage: bin instrument-panel storage
- Rear Underseat Storage Tray: rear underseat storage tray
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

- radio AM/FM stereo with seek-scan
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 4 speakers
- Internet Access: FordPass Connect 4G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off projector beam halogen headlamps
- Cab Clearance Lights: cargo bed light
- Front Wipers: variable intermittent wipers
- Tinted Windows: light-tinted windows
- Dome Light: dome light with fade
- Variable IP Lighting: variable instrument panel lighting
- Display Type: analog appearance
- Voltometer: voltmeter
- Compass: compass

Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 4
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Removeable Rear Seats: removeable rear seat
Rear Seat Type: rear full bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 270-hp, 2.3-liter I-4 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Agenda Sheet for City Council Meeting of: 11/29/2021		Date Rec'd	11/15/2021
		Clerk's File #	OPR 2021-0769
		Renews #	
Submitting Dept	FIRE	Cross Ref #	
Contact Name/Phone	DAVE STOCKDILL 509-435-7080	Project #	
Contact E-Mail	DSTOCKDILL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	SBO
Agenda Item Name	1970 - STATION 1 FIRE BOILER REPLACEMENT		

Agenda Wording

Replacement of the HVAC boiler for Station 1/Fire Administration by Pro Mechanical Services Inc.

Summary (Background)

Several years ago, the boiler that serves Fire Station 1 and Fire Administration had been identified as reaching the end of its service life. This 80% efficient, legacy boiler is the sole source of heat for both facilities. Funding for boiler replacement has been unidentified in recent-year capital plans. As a stop-gap measure, the condition of the boiler has been closely monitored each heating season and repairs have been made on an as-needed basis. The boiler is now beyond repair.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact		Budget Account
Expense	$ 121,750(plus tax)	# 5901-79160-94000-56503-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	SCHAEFFER, BRIAN	Study Session\Other	F&A 11-15-2021
Division Director	SCHAEFFER, BRIAN	Council Sponsor	CM Kinnear
Finance	SCHMITT, KEVIN	Distribution List	
Legal	ODLE, MARI	lkinnear@spokanecity.org; gbyrd@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	twallace@spokanecity.org; pingiosi@spokanecity.org	
Additional Approvals		dstockdill@spokanecity.org; kschmitt@spokanecity.org	
Purchasing		lmartelle@spokanecity.org; ddaniels@spokanecity.org	
		ablain@spokanecity.org	

Briefing Paper
(Finance/Administration)

Division & Department:	Fire
Subject:	Boiler (Facility Heat) replacement for Station 1/Fire Administration
Date:	11/15/2021
Author (email & phone):	dstockdill@spokanecity.org 509-435-7080
City Council Sponsor:	CM Lori Kinnear
Executive Sponsor:	Schaeffer
Committee(s) Impacted:	Finance/Administration
Type of Agenda item:	X Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget/Capital Plan
Strategic Initiative:	Adequate Capital Facilities and Utilities
Deadline:	As soon as possible
Outcome: (deliverables, delivery duties, milestones)	Replacement of the HVAC boiler for Station 1/Fire Administration by Pro Mechanical Services Inc.

Background/History: Several years ago, the boiler that serves Fire Station 1 and Fire Administration had been identified as reaching the end of its service life. This 80% efficient, legacy boiler is the sole source of heat for both facilities. Funding for boiler replacement has been unidentified in recent-year capital plans. As a stop-gap measure, the condition of the boiler has been closely monitored each heating season and repairs have been made on an as-needed basis. The boiler is now beyond repair due to an irreparable leak in the primary heat exchanger. Due to the changing season, there is an immediate need for heat and the boiler must be replaced without delay. A 96% efficient modular boiler has been sourced as a replacement. Purchase has been coordinated with the Purchasing Department utilizing the Emergency Justification process. The Legal Department has drafted a contract with Pro Mechanical Services Inc.

Executive Summary:

- **Time Critical –** Immediate replacement is necessary due to decreasing seasonal temperatures and continued supply-chain delays for equipment and components.
- **Mission essential** – This boiler is the sole source of heat for both facilities.
- **Experienced Service Provider –** Pro Mechanical Services Inc. is the primary contractor for maintenance and repair of the legacy HVAC system at Station 1/Fire Administration and is very familiar with the intricacies of this system.
- C**ost** – Total cost for the new boiler and associated equipment, including 9.0% WSST, is $132,707.50. A $9,000 Avista rebate will be applied upfront to reduce City expenditures.

Budget Impact:

Approved in current year budget? ☐ Yes ☑ No

Annual/Reoccurring expenditure? ☐ Yes ☑ No

If new, specify funding source: Emergency

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

Operations Impact:

Consistent with current operations/policy? ☑ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☑ No

Specify changes required: None

Known challenges/barriers: None

Pro Mechanical Services, Inc.
The future of Smart Energy....Today!

The smart energy solutions company
for the Commercial building industry

Spokane Fire Department
Station #1
Boiler Update

SP21-0175

Pro Mechanical Services, Inc.
4911 N. Rebecca
PO Box 6526
Spokane, WA 99217
(509) 483-1305 Main (509) 483-1805 Fax
24 Hrs. Service (509) 455-3872
Web: www.pro-msi.com

Date: 10/22/2021

To: **Spokane Fire Department**
1515 W 1st Ave
Spokane WA, 99201

Attn: **David Stockdill**

Ref: **Boiler Update**

Scope of Work: Complete removal and replacement of existing boiler with new Riello Array 1.5 MBTU boiler, along with 2 lead lag Taco loop pumps. Avista rebate to be signed over by owner to Pro Mechanical Services.

Inclusions:

- **Demo and disposal of existing system**
- **Riello Array AR 1500 SS Condensing boiler**
- **Qty 2. Taco loop pumps**
- **Graphic touchscreen interface**
- **Venting/electrical/ gas line hook up**
- **Roofing**
- **Applicable permits**

Exclusions:

- **After hours work**
- **Building Controls**
- **AC upgrade/work**
- **Any additional upgrades required to meet code**

Clarifications: All work to take place during normal business hours. Lead time on pumps is 6 weeks. Price excludes taxes.

Price: $ 121,750.00

initial: _____

Respectfully,

Customer Name_____

Customer Signature: _____Date: _____

Service General Terms and Conditions

1) **ACCEPTANCE:** The acceptance of these general terms and conditions constitutes a binding contractual agreement between Pro Mechanical Services, Inc. (hereinafter known as "Contractor") and the customer requesting services and or goods (hereinafter known as "Customer") in accordance with the terms and conditions set hereinafter.

Initial _____

2) **PRICE AND PAYMENT TERMS**

a) **Price Validity:** The proposal price(s) is valid for 30 days from issuance. Pro Mechanical Services, Inc. reserves the right to withdraw or amend the proposal at any time and is only binding after both Contractor and Customer have signed off on this contract. The proposal automatically is withdrawn for review after 30 days.

b) **Payment Terms:** Payment is a **NET 30** from upon receipt of invoice, unless otherwise specified in a master service agreement.

c) **Interest:** Interest will occur when the invoice ages 30 days past term. Interest will accrue at **1~~.5~~% per month and no more than 12~~8~~% a year.

~~d) **Attorney's Fees:** Customer agrees to pay and reimburse Contractor for any and all attorney's fees including administration costs incurred by Contractor in an effort to collect contractual money owed under said contract.~~

3) **PRICE CHANGES:**

a) **Increased Costs**: The price specified in this proposal is based upon labor, material and equipment costs ("Base Costs") in effect on the date hereof. Contractor shall be reimbursed for costs incurred in excess of Base Costs, plus reasonable overhead and profit, provided such excess costs are incurred for reasons beyond the control of Contractor. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Contractor, then in the case of permanent unavailability, Contractor shall (a) be excused from furnishing said materials and/or equipment or (b) be reimbursed for the difference between the cost of the materials and/or equipment permanently unavailable and cost of a reasonable available substitute thereof.

b) **Change orders**: Any extra work which is requested or required due to the condition of the building or building code changes or scope of work change, shall be performed only after a written change order is signed by the Customer upon a Contractor's change order form, and delivered to Contractor accompanied by full payment for the change order if applicable. A change order may increase or decrease the price, provided for more or less time to complete work, for more or less materials or labor and other clauses.

4) **WARRANTIES AND LIMITATION ON LIABILITY:**

a) **Warranties**: Pro Mechanical Services, Inc. warrants that the equipment furnished by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Contractor, for a period of one (1) year from the startup date. For equipment installed by Contractor, if Customer provides written notice to Contractor of any such defect within thirty (30) days after the appearance or discovery of such defect, Contractor shall, at its option, promptly repair or replace the defective equipment. For equipment not installed by Contractor, if Customer returns the defective equipment to Contractor within thirty (30) days after appearance or discovery of such defect, Contractor shall at its option, promptly repair or replace the defective equipment and return said equipment to Customer. All transportation charges incurred in connection with the warranty for equipment not installed by Contractor shall be borne by Customer. THESE WARRANTIES ARE IN LIEU OF OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. Contractor assumes no responsibility for repairs made on Contractor's equipment unless done by Contractor's authorized personnel or by written authority from Contractor. Contractor makes no guarantee with respect to material not manufactured by it.

b) **CUSTOMER'S REMEDIES**: The Customer remedies with respect to equipment found to be defective in material or workmanship shall be limited inclusively to the right of repair or replacement of such defective equipment. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR CLAIMS (BASED UPON BREACH OF IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.

5) **ACT OF GOD AND DELAYS**: In the event the completion of work is prevented or delayed due to damage or destruction of the building, fire, accident, vandalism, earth movement, hurricane, tornado, windstorm, theft, labor strikes, warfare, material shortage, delay of any governmental agency in issuing any required permit or certificate, or in performing inspections, litigation, or any act of God, then the completion of work shall be delayed until a later date and Contractor and Customer shall sign a change order reflecting the same. Contractor will not be held liable for any loss, injury or damage that may be caused by circumstances beyond its control. If Customer declines to sign the change order then this agreement may be terminated by Contractor where upon all sums then due to Contractor for work completed shall be immediately due and payable to Contractor.

6) **TAXES AND OTHER CHARGES**:

Taxes: The amount of any future sales, use, occupancy, or federal, state or local tax which the Contractor hereafter shall be obligated legally to pay, either on its own behalf or on behalf of the Customer or otherwise, with respect to the material covered by this proposal, shall be added to such prices and paid by the Customer.

7) **CANCELLATION AND SUSPENSION**: Any contract resulting from this proposal is subject to cancellation or instructions to suspend work only upon agreement to pay Contractor adjustment charge.

City Clerk's No. 2021-0769

City of Spokane

PUBLIC WORKS AGREEMENT

Title: STATION 1 BOILER REPLACEMENT

This Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **PRO MECHANICAL SERVICES, INC.,** whose address is 4911 North Rebecca Street, P.O. Box 6526, Spokane Valley, Washington 99217 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is to Replace Boiler at Spokane Fire Department, Station 1; and

WHEREAS, this work is being completed pursuant to the Emergency Justification Process.

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

1. TERM OF AGREEMENT.
This Contract shall begin on October 22, 2021 and shall end on March 31, 2022, unless amended by written agreement or terminated earlier under the provisions.

2. SCOPE OF WORK.
The Contractor's General Scope of Work for this Contract is described in the Contractor's October 22, 2021 Proposal, attached as Exhibit C. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Replace Boiler at Spokane Fire Department, Station 1,** and the associated Scope of Work and the specifications referenced therein.

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

3. COMPENSATION / PAYMENT.
Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED THIRTY-TWO THOUSAND SEVEN HUNDRED SEVEN AND 50/100 DOLLARS** (**$132,707.50**), including applicable tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the

work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor will send its applications for payment to the Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice.

4. CONTRACT DOCUMENTS.
The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the City of Spokane Facilities Management Department, and are incorporated into this Contract by reference, as if they were set forth at length.

5. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.
The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

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

7. RETAINAGE IN LIEU OF BOND.
The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

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

9. TAXES, FEES AND LICENSES.

A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

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

10. CITY OF SPOKANE BUSINESS LICENSE.

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

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

13. DEBARMENT AND SUSPENSION.

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

14. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the

subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Contract.

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

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

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of $1,500,000, in order to meet the insurance coverage limits required in this Contract; and

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

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

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

16. SUBCONTRACTOR RESPONSIBILITY.
A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

    a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

    b. A Washington Employment Security Department number, as required in Title 50 RCW;

    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

    d. An electrical contractor license, if required by Chapter 19.28 RCW;

    e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

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

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

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

23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.
The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.
The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

24. MISCELLANEOUS PROVISIONS.
A. **Amendments/Modifications**: The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.
E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.

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

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

PRO MECHANICAL SERVICES, INC.	**CITY OF SPOKANE FIRE DEPARTMENT**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Debarment Certification
Exhibit B – Certification of Compliance with Wage Payment Statutes
Exhibit C – Contractor's October 22, 2021 Proposal

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its actual knowledge and belief, that its officers and directors:

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

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

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

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

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

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

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

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

EXHIBIT B

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

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

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

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

_____
Bidder's Business Name

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

_____ _____ _____
Date City State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

_____

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

_____

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

EXHIBIT C

DocuSign Envelope ID: 4CEF7048-831D-49E7-AC41-4760DAD0634E

City of Spokane
Emergency Justification

Pursuant to the City of Spokane Municipal Code Section 07.06.180 an "Emergency" means unforeseen circumstances beyond the control of the City that either (indicate that at least one of the following conditions applies to your purchase by initialing in the appropriate space):

a) X Present a real immediate threat to the proper performance of essential functions; or

b) _____ will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

The following items have been purchased as emergencies as indicated above: (Attach another sheet of paper if needed)

Description	Qty	Unit	Unit Price	Total Cost
(1) Boiler w/ (2) circulation pumps and associated equipment	1			
Removal of old boiler and pumps	1			
Installation of new boiler and pumps	1			
Installation/hook-up of plumbing and venting, permits	1			
Total proposed cost w/labor, before tax	1			$121,750.00
Total proposed cost with 9.0% tax	1			$132,707.50

Description of Emergency/Circumstances Requiring Emergency Purchase :

Several years ago, the boiler that serves Fire Station 1 and Fire Administration had been identified as reaching the end of its service life. This 80% efficient, legacy boiler is the sole source of heat for both facilities. Funding for boiler replacement has been unavailable in recent-year capital plans. As a stop-gap measure, the condition of the boiler has been closely monitored each heating season and repairs have been made on an as-needed bases. The boiler is now beyond repair due to an irreparable leak in the primary heat exchanger. Due to the changing season, there is an immediate need for heat and the boiler must be replaced without delay. A new, 96% efficient modular Riello boiler has been sourced to replace the leaking, legacy unit. Avista rebates are available for this purchase and SFD will sign the rebates over to the vendor, Pro Mechanical Services, at the outset of the project. This action will reduce up-front City expenditures. A contract with Pro Mechanical Services and briefing papers for committee and Council are in the process of being drafted.

28 October 2021
Date

DocuSigned by:
David Stockdill
DE456316727A4DC...
Signature of Department Buyer

28 October 2021
Date

DocuSigned by:
Brian Schaffer
F3613CB991E54A3...
Signature of Department Head/Supervisor

**This form should be filled out for all Emergency Purchases wherein the Department cannot follow the competitive procedures called out in the Purchasing Policy. For purchases between $1,000.00 and $50,000.00 this form should be attached to the other documentation for the purchase and kept in the department wherein the purchase is made. For purchases between $50,000.00 and the bid limit this form should be sent to Purchasing wherein the purchase will be made.

Agenda Sheet for City Council Meeting of: 11/29/2021		Date Rec'd	11/8/2021
		Clerk's File #	OPR 2021-0770
		Renews #	
Submitting Dept	FINANCE, TREASURY & ADMIN	Cross Ref #	
Contact Name/Phone	TONYA WALLACE X6845	Project #	
Contact E-Mail	TWALLACE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0410 - CONTRACT FOR MATRIX CONSULTING GROUP		

Agenda Wording

New contract with Matrix Consulting Group for consultant review of current City practices within the Police and Fire Departments to determine the root causes of overtime.

Summary (Background)

The City of Spokane's Police and Fire Departments have ever-increasing overtime, even with additional staff. Our internal audit team has reviewed, and we need an outside consultant to determine the overtime drivers.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ $109,800.00	# 99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	WALLACE, TONYA	Study Session\Other	UE 11-08-2021
Division Director	WALLACE, TONYA	Council Sponsor	CM Cathcart
Finance	WALLACE, TONYA	Distribution List	
Legal	PICCOLO, MIKE	kstratton@spokanecity.org; twallace@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	rkokot@spokanecity.org; ddaniels@spokanecity.org	
Additional Approvals		ablain@spokanecity.org	
Purchasing			

Briefing Paper
Urban Experience

Division & Department:	City Council
Subject:	Matrix Consulting Group Contract
Date:	November 8, 2021
Contact (email & phone):	Tonya Wallace (twallace@spokanecity.org, x6845)
City Council Sponsor:	CM Stratton
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance & Administration Committee
Type of Agenda item:	☐ Consent ☒ Discussion ☐ Strategic Initiative
Alignment:	
Strategic Initiative:	Public Safety Overtime Study
Deadline:	11-30-2021
Outcome: (deliverables, delivery duties, milestones to meet)	Evaluate overtime drivers for the Police and Fire Departments to determine possible cost reductions and enhanced process efficiencies

Background/History:

The City of Spokane's Police and Fire Departments have ever-increasing overtime, even with additional staff. Our internal audit team has reviewed, and we need an outside consultant to determine the overtime drivers.

Executive Summary:

New contract with Matrix Consulting Group for consultant review of current City practices within the Police and Fire Departments to determine the root causes of overtime, compare with best practices and those of other cities, and provide recommendations for possible improvements. The consultant will provide reporting throughout the project period, as well as a final report.

Budget Impact:
TOTAL COST:
Approved in current year budget? ☒ Yes ☐ No ☐ N/A
Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:
Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A
Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A
Specify changes required:
Known challenges/barriers:

City Clerk's OPR _____

City of Spokane

CONSULTANT AGREEMENT

Title: PUBLIC SAFETY OVERTIME STUDY

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **MATRIX CONSULTING GROUP, LTD.**, whose address is 1650 South Amphlett Boulevard, Suite 213, San Mateo, California 94402 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to conduct a Public Safety Overtime Study; and

WHEREAS, the Consultant was selected from a Request for Proposal No. 5460-21.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on December 1, 2021, and ends on November 30, 2022, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed for one (1) additional year upon mutual agreement of the Parties.

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

3. SCOPE OF WORK.
The General Scope of Work for this Agreement is described in Consultant's Proposal dated August 16, 2021, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of

completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. COMPENSATION.
Total compensation for Consultant's services under this Agreement shall not exceed **ONE HUNDRED NINE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS ($109,800.00),** excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

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

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

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

F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.
No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

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

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

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

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

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

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

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

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

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

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

pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.

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

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.

C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the

donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

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

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

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

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be

given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

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

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility

under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
J. Additional Provisions: This Agreement may be modified by additional terms and conditions (“Special Conditions”) which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party’s draftsmanship.
M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

MATRIX CONSULTING GROUP, LTD.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments: Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant's Proposal dated August 16, 2021

21-198

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

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

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

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

EXHIBIT B

Proposal to Conduct a Public Safety Overtime Study

SPOKANE, WASHINGTON

August 16, 2021

matrix consulting group

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August 16, 2021

Connie Wahl
Senior Procurement Specialist
Purchasing Department
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Dear Ms. Wahl:

The Matrix Consulting Group is pleased to submit our proposal to conduct a Public Safety Overtime Study. We are a corporation, based in California but authorized to conduct work in the State of Washington. We are a national firm with offices in California, Oregon and other states which would support the work on this project. The project would be managed from our headquarters office, the location of which is in the header to this Letter.

The Matrix Consulting Group team is comprised of highly experienced management consultants who specialize in the analysis of all public safety operations. We have recently conducted several studies specific to the use of public safety overtime: Cleveland (OH); Waukesha County Sheriff (WI); San Antonio (TX); Vacaville (CA); and Monterey (CA). As a firm, we have worked with over 800 public safety agencies on a variety of management staff and operational issues, *each of which have evaluated issues associated with overtime.* The following table provides a brief sampling of some of our clients in this field.

Law Enforcement	Fire/EMS	Dispatch
Anoka County, Minnesota	Arlington, Texas	Albany, New York
Columbus, Ohio	**Bellingham, Washington**	Anderson County, SC
Hennepin County, Minnesota	Boston, Massachusetts	Anchorage, Alaska
Kansas City, Missouri	Butte County, California	Canadian Pacific Railroad
Lynnwood, Washington	Chelsea, Massachusetts	Pepperell, Massachusetts
Portland, Oregon	Grants Pass, Oregon	Portland, Oregon
Puyallup, Washington	Mercer Island, Washington	Salt Lake City, Utah
Tacoma, Washington (3x)	Milwaukee, Wisconsin	**Snohomish County, Washington**
San Antonio, Texas	Peoria, Illinois	Stanislaus County, California
San Francisco, California	Somerville, Massachusetts	Tulsa, Oklahoma
Spokane County, Washington	Springdale, Arkansas	Washoe County, Nevada

We have extensively reviewed the RFP by the City and attended the pre-proposal conference, and are thus well aware of the importance of this engagement and the steps necessary to help address the overtime situation in police and fire. Our familiarity and understanding of the city of Spokane is further augmented by our prior work with the City, having conducted a comprehensive city-wide operations study in FY 2007. Two of the members of this project team, including the project manager, worked on this study.

Our methodology is based on three pillars: 1) an objective, data-driven approach, 2) a comprehensive and thorough analytical process, and 3) a commitment to project management and client communication. This results in a workplan summarized as follow:

1. Initial interviews identifying trends and demands
2. Impacts of staffing, management and operations on overtime
3. Comparative analysis to best practices
4. Comparative analysis to peer agencies
5. Analysis over overtime utilization and expenditures
6. Alternative approaches to managing overtime
7. Draft and Final report

Our consulting team is headed by Richard Brady, who has more than 40 years of public safety consulting experience for local governments and is the President of Matrix Consulting Group. He is supported by a team of experienced in-house consultants led by Greg Mathews who has overseen the majority of overtime studies performed by this firm. Based on our review of the RFP and issued addenda, we will comply with all terms and conditions set forth in the Request for Proposal.

As President of the firm, I am authorized to sign this proposal, negotiate on the firm's behalf and bind it contractually. If awarded the project, we will abide by the proposed terms and conditions.

We appreciate the opportunity to submit this proposal. If you have any questions, please do not hesitate to contact me.

Richard Brady
Matrix Consulting Group

Richard Brady
President

2. Technical Proposal

The following section provides our project understanding and workplan containing our methodologies and approach to the engagement.

1. Our Understanding of the Project

The City of Spokane has commissioned this research study that will review the City's current procedures and practices resulting in overtime for the Spokane Police Department (SPD) and Spokane Fire Department (SFD). The intention is to conduct a comprehensive assessment to provide recommendations, founded in best practices, to determine how costs can be lowered and the negative impacts of excessive overtime on staff mitigated.

Over the last several years overtime in the City's public safety operations have been a perceived issue. A number of local news articles in *'The Spokesman-Review'* over the last few years have highlighted the apparent high usage of overtime at the City, particularly for police and fire departments. Moreover, since 2020 there have been numerous unexpected impacts as a result of the Covid-19 pandemic and protests which impact the use and expense of overtime. The City recently performed an internal audit of overtime and came to the conclusion that further study was warranted. As a consequence of these various overtime challenges, in the 2021 city budget, the following was highlighted as a 'Strategic Focus Area':

> *"There was much discussion about the need to critically evaluate public safety overtime expenditures and the value of a third-party analysis. As a result of those conversations, a public safety overtime study is maintained in the Mayor's Final Proposed Budget. The overtime study will inform next steps for overtime management and controls."*

Beyond the normal municipal challenges of managing public safety overtime, the city of Spokane must also deal with annual special events that are nationally recognized and attended. This includes Bloomsday and Hoopfest which attracts basketball players nation-wide. And while some of these overtime costs are reimbursed, the overtime generated nevertheless impacts staff utilization and can lead to quality-of-life outcomes associated with personnel working "excessive overtime."

The three-year historical overtime for 2018-2020 for the police department averaged $3,815,720 per year, or 6.0% of total costs and $11,334/sworn officer. The five-year historical overtime for 2016-2020 for the fire department averaged $3,852,772 per year, or 6.7% of total costs. At issue are answers to the questions – are these costs reasonable, can they be better controlled, what adverse impacts may this usage of overtime have on staff, and what best practices can be implemented to enhance the management, tracking and control of the City's public safety overtime expenditures?

2. Project Workplan

The Matrix Consulting Group takes a clearly-defined, client-centered project approach to each study we conduct. Key elements of our philosophy and approach to providing consulting services include the following:

- We are objective and data driven. We do not base our recommendations on opinions or simple comparative measures. We ensure that our analysis is based on a comprehensive understanding of our client's unique service level goals, workloads, risks, and operating environment.

- Our projects are approached with a firm grounding in analytical methodology. Our clients receive detailed analysis of their specific issues to ensure that our clients can understand the reasons for change.

- We prioritize formal project management to ensure clear communication, timely task completion, and thorough analysis of issues. We take pride in delivering our work on time, on budget, and at a level of quality which exceeds expectations.

These three pillars guide our work and frame our workplan, and have resulted in hundreds of successful projects and satisfied clients. To that end, the following workplan is provided, and could be adjusted based on consultation with the City's project management team resulting in any necessary revisions to meet the unique needs of this engagement.

Task 1 Conduct Initial Interviews and Document Review to Identify Trends and Service Level Demands which Impact Overtime Usage.

To realistically evaluate the use of overtime, it is important that the project team develops an understanding of key issues and trends that impact and shape service requirements within the city of Spokane. This provides a background framework for assessing how overtime is utilized within the organization. To develop this perspective, we plan to

conduct a series of interviews with the Mayor's office, CFO's office, elected City Council members (if desired), and representatives of the Police and Fire departments to identify those key factors impacting operations.

A review will be conducted of key documents that impact staffing, work processes, management functioning, and operations. These documents would include, but not be limited to: City Charter, City Budget, the City Personnel Rules, Collective Bargaining Agreements, and Standard Operating Policies and Procedures for the specific departments.

TASK RESULT

A project initiation plan based on the issues identified in the initial interviews.

Task 2 Develop a Summary Understanding of the Current Approaches to Staffing, Management and Operations, and Impacts on Overtime.

It is important that the project team understands the organization, staffing, and operations of each public safety department and service area included within the study. Additionally, it is important that the project team understands basic service delivery targets, current service levels, and where there are gaps, in order to understand and analyze the appropriateness of overtime usage. To develop this understanding, we will accomplish the following work steps:

- Conduct individual interviews with appropriate personnel involved in the administration and management of overtime. This can include members of the payroll office, representatives from the Human Resources Department, TeleStaff users and others. During these interviews, we would focus on understanding the existing plan of organization, current approaches to overtime utilization, as well as key service delivery issues that impact the use of overtime.

- Interview a sampling of supervisory and managerial employees (covering each public safety division) that authorize overtime usage, to further assess overtime usage and procedures.

- Review the application of policies, procedures, and standards that are currently in place related to overtime utilization with a focus on how they are implemented on a daily basis. Confirm that these are applied universally with city staff. These documents would include Personnel Rules, Standard Operating Procedures for functional areas, and collective bargaining agreements.

- Develop an understanding of key service levels and workloads and their interrelationship with overtime utilization.

- Develop an understanding of staff scheduling, coverage requirements, and deployment practices, the intentions to meet service level demands, and the impact on overtime.

- Review in detail the current procedures that are utilized for scheduling and approving overtime use in each public safety department through document review and interviews with noted staff.

- Review the existing procedures related to documentation, accounting of and billing for overtime.

- Develop an understanding of the major management systems (e.g. TeleStaff) utilized to plan and schedule, monitor and adjust approaches to providing key services and the tracking and scheduling of overtime in such systems.

- Develop a detailed descriptive summary of current organization and operations that impact overtime utilization including policies and procedures, staffing/scheduling approaches, approval processes, MOUs, billing practices, etc.

TASK RESULT

A descriptive profile and issues list of current organization and operational protocols related to overtime utilization.

Task 3 Conduct a 'Best Practice' Comparative Analysis of Overtime Use in Spokane.

In this task, the project team proposes the completion of a "best management practices" analysis related to overtime use. The project team would develop a detailed list of best practices for the utilization of overtime. This diagnostic assessment tool would be developed to identify those areas in which the City is meeting standards of service efficiency or effectiveness, or currently performing consistent with best practices. Best practices would include issues such as:

- Effective utilization of scheduling practices to maximize FLSA overtime exemptions (specifically for Police and Fire Operations).

- Staffing of services at levels that minimize "built in" overtime in order to provide basic services to the community.

- Utilization of temporary, contracted, and/or part-time employees, where cost effective and appropriate, to supplement permanent full-time staff in the provision of services and reduce the need for overtime expenditures.

- Equitable distribution of overtime to minimize excessive quality-of-life impacts on personnel and avoid retirement "padding."

- Recovery of full-costs of overtime, including benefits and administrative expenses for services provided and billed to external agencies.

Based on this, the final assessment would:

- Identify those areas in which the current overtime utilization and procedures meet or exceed best practices and require no further study.

- Identify those areas in which overtime utilization and practices represent potential improvement opportunities for the City.

- Provide descriptions of the next step(s) which the City should take to resolve identified issues.

TASK RESULT

A best-practices comparison report of the city of Spokane's overtime utilization and procedures that clearly identifies where the City is meeting or exceeding best practices and the identification of opportunities for improvement.

Task 4 Conduct a Peer Agency Review of Overtime Practices to Gauge Similarities and Differences in Its Utilization.

Because the city of Spokane operates within a bargaining unit environment with the police and fire departments and as such MOUs frame several overtime usage practices, it is important to understand how similarly and different overtime is executed in comparative agencies. To that end, the project team will contact a list of peer agencies with which the Spokane fire and police are compared, and gain insights from each of these municipalities on how they administer overtime.

We will develop a template questionnaire, to be reviewed with the City's project management team, on the inquiries to be made, to help ensure overtime issue areas are addressed and consistency in information obtained. This questionnaire will be partially informed by data gathered in the previous tasks. The agencies contacted were provided by the City in the RFP addendum, and will include:

Police Department Peer Agencies

- Bellevue
- Everett
- Kent
- Tacoma
- Vancouver
- Yakima

Fire Department Peer Agencies

- Bellevue
- Central Pierce Fire & Rescue
- Eastside Fire & Rescue
- Everett
- Puget Sound Regional Fire Authority
- Renton Regional Fire Authority
- South County Fire
- South King Fire & Rescue
- Spokane Valley
- Yakima

Based on this questionnaire inquiry, the following would be noted:

- Identify those areas in which Spokane's core overtime utilization and procedures are similar to, and significantly differ from, the peer agencies.

- Based on this assessment, identify those areas in which overtime utilization and practices represent potential modifications in Spokane based on "common practices" exhibited by peer agencies.

- Provide descriptions of the next step(s) which the City should take to resolve identified issues based on this peer assessment.

TASK RESULT

A peer agency comparison report of Spokane's overtime utilization and procedures that clearly identifies where the City operates similarly and different with regard to key overtime practices, and the identification of opportunities for improvement.

Task 5 | Conduct a Detailed Analysis of Overtime Utilization and Expenditures.

The overtime expenditures for the past 3-5 years for the City of Spokane would be analyzed in detail to identify current trends, practices, and expenditure levels. This would identify mitigating circumstances in the last fiscal year due to the Covid-19, protests, suspension of Hoopfest, etc. This analysis would include:

- Analysis of overtime usage by number of hours and total dollar cost by various categories, including:
  - Department;
  - 'Employee Groups' (e.g., on-call emergency crew, detectives, patrol officers); and
  - Reason for Overtime (call-out, annual leave, sick leave, injury leave, etc.).

- Comparisons of actual overtime expenditures versus budgeted overtime expenditures. A comparison of actual overtime expenditures, by department and type of overtime will be provided.

- Analysis of seasonal variations in overtime utilization.

- Identification of factors (controllable and uncontrollable) that contributed to the overtime expenditures. Examples of these would include: employee absences (planned and unplanned), changes in service delivery methods, minimum staffing levels, adjustments to service levels, directives mandating overtime usage, etc.

- Processing of overtime payments consistent with appropriate internal controls and best practices.

In addition, a detailed analysis of all existing policies, procedures, and contractual requirements related to overtime expenditures will be conducted to determine:

- Constraints impacting the ability of to effectively control overtime costs.

- Effectiveness of existing budgetary controls to manage overtime.

- Organizational compliance with existing City policies and procedures regarding overtime utilization and approval.

- Compliance with federal and state laws regarding overtime compensation.

- Effectiveness of billing practices to outside entities and organizations. Questions that will be explored and answered include:

  - Is all overtime being appropriately categorized and billed?

  - Are administrative costs associated with providing overtime resources accounted for and included on the bill for any external services provided?

- Identification of the cost impact (impact on staff availability, administrative overhead, etc.) to the city of Spokane, if any, of providing services to outside entities and organizations on an overtime basis.

TASK RESULT

A detailed analysis of the use of overtime in the Police and Fire Departments, its causes and management and administrative protocols.

Task 6 | Evaluate Alternative Approaches to Managing Overtime.

In this task, the project team will utilize the information and data collected in previous tasks to conduct a detailed evaluation of the alternatives that can be employed to address overtime expenditures. Alternatives to be considered would include:

- Staffing:
  - Use of temporary or part-time employees.
  - Cost effectiveness of increasing the number of employees assigned.

- Scheduling of Work Functions:
  - Alternative work schedules.
  - Staggered work schedules.
  - Scheduling changes that can impact duties often performed on overtime (e.g. Training).

- Changes in policies and procedures to:

  - Increase accountability.
  - Improve compliance with established processes.
  - Enhance budgetary control.
  - Increase flexibility in staff utilization.
  - Enhanced supervisory review and control.
  - Enhance billing procedures.

- Changes in contractual language to:
  - Increase flexibility in staff assignments.
  - Enable the utilization of alternative work schedules to reduce overtime.
  - Maximize, where applicable, existing FLSA overtime exemptions.

Each of the various alternatives considered and analyzed will be supported with an analysis to substantiate estimated cost savings. In cases where no cost savings are projected, the project team will clearly identify what other qualitative benefits the City would realize from implementation of the recommendation. In all cases, any projected impact to service delivery levels would be clearly noted.

TASK RESULT

Findings, conclusions and recommendations for improvements in management, administrative, and internal controls; deployment and scheduling; and service level targets that impact the use of overtime in the City.

Task 7 | Prepare a Draft then Final Report.

Following completion of the alternatives evaluation in Task 6, we will document our findings and recommendations from our work in the previous tasks in a draft report for review and comment, which will then be finalized after appropriate revision and edit. This report will include:

- A detailed overview of the existing practices related to overtime utilization and approval.

- Detailed trend analysis of overtime expenditures.

- A comparison of the City of Spokane's practices related to overtime with a set of best management practices and peer agency protocols.

- Detailed recommendations regarding actions the Mayor's Office and City Council

can take to reduce overtime expenditures. All recommendation will include information regarding the estimated cost savings or cost and the benefits to be achieved by the City following implementation. Recommendations will cover operational changes in categories that include:

- Policy and procedure changes;
- Labor contract changes;
- Staffing adjustments;
- Alternative approaches to accomplishing work (part-time or contract);
- Schedule changes; and
- Billing and collection practice changes.

- A listing of constraints, such as bargaining unit requirements, that the Mayor and City Council need to be cognizant of in making changes to existing overtime practices or that limit the actions that can be taken.

- Any recommendations for modifying the tracking, evaluating, and monitoring of overtime use.

- A determination of the appropriate level of budget for overtime, by department, based on recommended changes.

- An implementation plan that details the timing of implementation for specific recommendations and identification of who should be responsible for implementation.

- All prior task deliverables contained in a report appendices, as requested.

The project team will be prepared to make a presentation on the final report to the City's project management team and City Council.

TASK RESULT

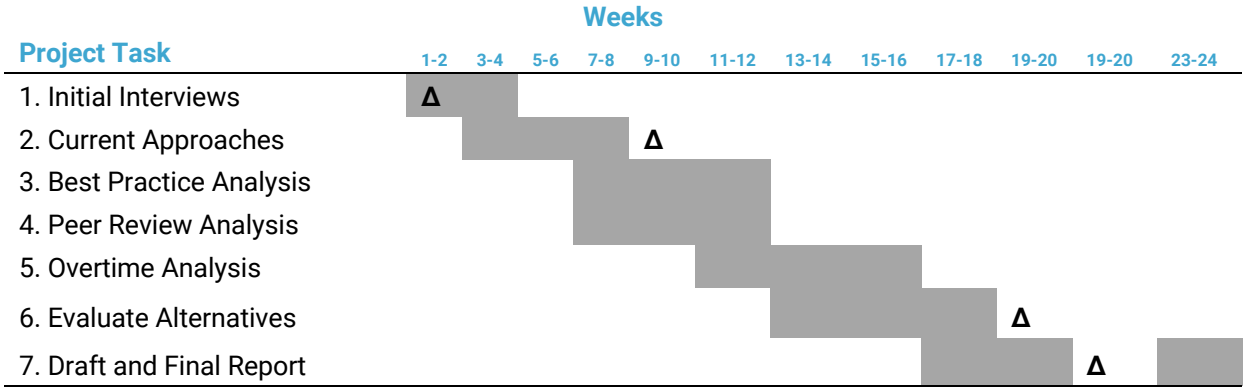
A draft, then final report detailing the overtime analysis resulting in findings, conclusions and recommendations for improvements in overtime usage.

In conclusion, the Matrix Consulting Group recognizes that successfully serving clients requires more than "giving them the right answers." In addition, we provide clients with practical plans for change. The management perspective of our consultants gives us an appreciation of the difficulty associated with change. The courses of action we

recommend, and the implementation strategies we propose, are carefully tailored to reflect both the needs of the organization we are serving as well as its capacity for change. We strive to work as partners with our clients in helping them meet their ongoing improvement objectives.

3. Project Schedule

We propose a project schedule of 24-weeks from initiation of Task 1 to the delivery of the Final Report. This schedule does not include the presentation to City Council nor any project modifications based on specific City needs or unintended consequences. While the project team recognizes that the city of Spokane has allocated one-year for the engagement, we believe that this schedule is readily achievable given prior experience in overtime studies.



Δ – internal review meeting.

As requested in the RFP, each member of our project team will be involved in the respective tasks shown on the above schedule. The allocation of project team member time is identified in the Cost Proposal section.

4. Use of City Staff

Matrix Consulting Group prides itself on minimizing the impacts of an independent study on City staff's time. Nevertheless, in order to facilitate a collaborative and open engagement, the project team does have certain expectations with respect to City staff involvement. These include:

- Development of a City project management team or 'Steering Committee' composed of personnel who will provide oversight, review interim deliverables, and the draft report. The bulk of time invested is usually dedicated to the City's project manager on this study.

- Data collection efforts based on our provided data collection list. This is typically performed by technicians or administrative staff and is raw data only: we conduct data culling and analyses.

- City personnel positions, noted in the workplan, who can be made available for an approximate one-on-one hour interview. These staff do not need preparation time before the interview.

These are our City staff expectations with regard to involvement. It should be noted that oftentimes City staff help drive the project schedule noted previously, as the timely delivery of data as well as timeliness of interim deliverable review is a significant factor in schedule accomplishment. Because scopes of work can shift during the course of the engagement, the Matrix Consulting Group and City staff must remain nimble with respect to possible shifts in City staff availability, project priorities and circumstances.

3. Management Proposal

The core business area for Matrix Consulting Group is providing high-quality, detailed consulting analysis to local government organizations. It is for this purpose that our firms were founded, and on which we have built our reputation and practices. We have conducted over 1,300 studies for local governments over 20 years, conducting service reviews and advising our clientele on every aspect of organizational management and service delivery. We are prepared to engage in this study equipped with this deep base of knowledge and expertise. Over 800 of these clients have included public safety studies.

1. Overview of Our Specific Experience

We have performed a variety of recent studies specific to an evaluation of overtime to include the police and fire/EMS departments for Cleveland (OH); Waukesha County Sheriff (WI); San Antonio (TX) fire; Vacaville (CA) police, fire/EMS, and public works/utilities; Monterey (CA) fire; and other communities throughout the United States. Moreover, our project team has conducted over 800 public safety studies and over 75 organization-wide studies of cities and counties each of which included evaluations of public safety services, including use of overtime.

Our expertise in the law enforcement public safety arena is unparalleled, which is critical to understanding the nuances of overtime utilization in such public safety operations. Indeed, we are familiar with both the Spokane Police Department and Spokane Fire Department having evaluated them as part of a city-wide study in FY 2007. The following table provides a brief sampling of some of our more recent clients in public safety field.

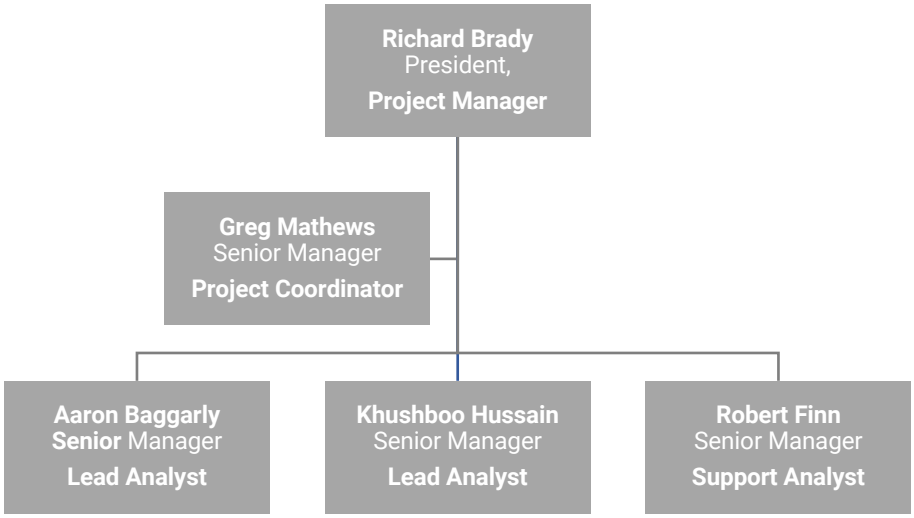
Law Enforcement	Fire/EMS	Dispatch
Anoka County, Minnesota	Arlington, Texas	Albany, New York
Columbus, Ohio	**Bellingham, Washington**	Anderson County, SC
Hennepin County, Minnesota	Boston, Massachusetts	Anchorage, Alaska
Kansas City, Missouri	Butte County, California	Canadian Pacific Railroad
Lynnwood, Washington	Chelsea, Massachusetts	Pepperell, Massachusetts
Portland, Oregon	Grants Pass, Oregon	Portland, Oregon
Puyallup, Washington	Milwaukee, Wisconsin	Salt Lake City, Utah
Tacoma, Washington (3x)	Montpelier, Vermont	**Snohomish County, Washington**
San Antonio, Texas	Peoria, Illinois	Stanislaus County, California
San Francisco, California	Somerville, Massachusetts	Tulsa, Oklahoma
Spokane County, Washington	Springdale, Arkansas	Washoe County, Nevada

We are also currently conducting a Fire Study in Phoenix (AZ) and a Fire Master Planning Study in Fremont (NE) as well as completing law enforcement studies for the Clackamas County Sheriff's Office (OR), Buda (TX), Glendale (WI), and O'Fallon (MO).

2. Project Team

The Matrix Consulting Group proposes to utilize a very senior project team, including the President of our firm. The senior members of the team have between 10 and 40 years of professional experience as public safety and financial consultants.

The following organizational chart depicts the structure of our proposed project team.



It should be noted that our proposed project team includes no sub-contractors. We believe that the skills and analytical capabilities generally need to reside within the firm, rather than bringing a team together on a project by project basis. Without a stable team, projects risk inconsistent quality and attention to client service. Summary vitae for each of the project team members are provided below. More detailed resumes for our senior personnel are provided following this summary.

Name/Title	Summary of Professional Background, Experience, and Education
Richard Brady **President** Project Manager	Mr. Brady has been providing management consulting services to municipalities for 40 years across all governmental functions, including over 250 law enforcement and 250 fire service clients conducting costs and financial analysis, organizational and operational assessments, organizational structure reviews, feasibility studies, technology and equipment reviews, and performance audits. His recent fire assessments include Scottsdale, Goodyear and Prescott Valley (AZ); Anchorage (AK), Boston (MA), Davenport (IA), Montpelier (VT), Reno (NV), and West Sacramento (CA). His experience also includes recent police department assessments for Winnipeg (MB), Austin, Arlington, Fort Worth, and San Antonio (TX), DeKalb County (GA), Wichita (KS), Asheville (NC), Elko (NV), Carlisle (PA), Columbia (MO), Pacifica, Hayward and Chula Vista (CA), Portland (OR), Omaha (NE), Aurora (CO), Hennepin County (MN), Mahwah, Mendham and Lawrence Township (NJ), Arlington (WA), Montpelier (VT), Lansing (IL), and Birmingham (AL). He has a Doctoral Degree from Oxford University and a BA from Cal State, Hayward.
Greg Mathews **Senior Manager** Project Coordinator Lead Analyst	Mr. Mathews is a Senior Manager with the Matrix Consulting Group and has over 27 years of private sector and government experience. He concluded his public-sector career in 2005 as Deputy Director of Auditing for the Los Angeles City Controller's Office and began his formal career with the Pasadena Police Department. Mr. Mathews led our overtime studies for Vacaville (CA), Cleveland (OH) and Waukesha Co. Sheriff (WI). He has recently completed public safety engagements to include San Francisco (CA), Adams County (CO), Puyallup, Monroe and Lynnwood (WA) and Birmingham (AL). He leads our E911 practice and has dispatch experience leading our studies in Kenilworth (IL), Pepperell (MA), Kettering (OH), Snohomish County (WA), Greene County (MO), Portland (OR), Anderson County (SC), Albany (NY), Mountain Brook (AL), and Salt Lake City (UT). He holds a BA degree from UC Davis and MPA from the University of Southern California.

Name/Title	Summary of Professional Background, Experience, and Education
Robert Finn **Senior Manager** Support Analyst	Robert Finn is a Senior Manager with the Matrix Consulting Group and previously served as the Chief of the Southlake (TX) Department of Public Safety. Mr. Finn has a strong educational, professional and consulting background in the fire service coupled with a successful track record that includes strategic planning, budgeting (including overtime), change management, community relations, and building collaborative partnerships. He has over 25 years of experience in fire service operations and consulting. Robert Finn is also a Peer Assessor, Team Leader, and Technical Reviewer with the Commission on Fire Accreditation International (CFAI). Mr. Finn led our overtime studies for Monterey (CA) fire and San Antonio (TX) fire. Recent fire service consulting projects include Butte, Tuolumne and Merced Counties (CA), Winter Garden and Coconut Creek (FL), Boston and Chelsea (MA), Dinuba, Monterey, Huntington Beach, and Pacific Grove, (CA), DeKalb County (GA), Lincoln (RI), North Utah County (UT) and Mesa County (CO). He has an MBA, BS in Public Safety Management, Grand Canyon University.
Aaron Baggarly **Senior Manager** Lead Analyst	Aaron Baggarly is a Senior Manager with the Matrix Consulting Group and is part of our public safety practice, specializing on jail and law enforcement operations, and staffing analysis. He has conducted a wide array of operational and staffing analysis for local public safety operations. Mr. Baggarly has worked on over 100 local government studies including over 40 public safety related studies and was senior analyst on the Waukesha County Sheriff's Office overtime study. He was a member of our recent police department study teams for Salt Lake City (UT), Kansas City (MO), and Kansas City / Wyandotte County (KS), Fort Worth, Kyle and Lewisville (TX) Buckeye (AZ), and Lynnwood and Puyallup (WA). Currently he is on the Clackamas County (OR) consulting team. Mr. Baggarly received a BS from Appalachian State University in Community and Regional Planning, minor in GIS; 2007

Name/Title	Summary of Professional Background, Experience, and Education
Khushboo Hussain **Senior Manager** Lead Analyst – Financials	Khushboo Hussain is a Senior Manager with the Matrix Consulting Group and is part of our Financial Services Division. She has been with the firm for over 9 years and is a key member of both our financial services and general consulting practice. Ms. Hussain has contributed to a range of overtime studies, cost allocation planning, financial management, and operations analyses for our west coast and national clients. Ms. Hussain has assisted in analyzing staffing, overtime, and processes on several police management audits, including Austin TX, as well as Vacaville, Los Angeles and San Clemente CA. Ms. Hussain led our efforts to develop cost of service for Orange County (CA) relating to contract services and in Dodge County (WI) relating to detention system services. Ms. Hussain received her B.A. and M.A. in International Economics from University of California, San Diego.

RICHARD BRADY

PRESIDENT, MATRIX CONSULTING GROUP

RICHARD BRADY founded the Matrix Consulting Group in 2002 and serves as the President. Mr. Brady has been a management consultant to local government for more than 40 years. Prior to joining the Matrix Consulting Group, he was the MAXIMUS national Vice President in charge of its local government consulting practice, and before that the managing partner of the California-based management consulting firm of Hughes, Heiss & Associates. Mr. Brady has conducted numerous studies of every local government function. However, the vast majority of his work is in the fire services, law enforcement, criminal justice, and public safety areas.

His subject matter expertise includes police staffing and deployment, management effectiveness, and governance and transparency. With respect to fire, he has conducted master planning and management audits, each of which have included evaluation of all departmental programs, service level analysis for fire suppression and emergency medical services, financial analysis of all fees and revenues, and training program evaluation. Many studies have included review of departmental management practices.

Experience Highlights

Mr. Brady was project manager on all our overtime studies to include: police and fire/EMS departments for Cleveland (OH); Waukesha County Sheriff (WI); San Antonio (TX) fire; Vacaville (CA) police, fire/EMS, and public works/utilities; Monterey (CA) fire

Role on This Engagement:

Richard will be the Project Manager and dedicate time on this project of approximately 10%.

Relevant Clients:

GA	DeKalb County
GA	Gwinnett County
CA	Los Angeles
CA	San Francisco
CA	San Jose
CA	Sacramento
TX	Austin
TX	Fort Worth
MO	Kansas City
OH	Columbus
NY	Ossining
NY	Albany
VA	Richmond
NC	Raleigh
NC	Asheville
AZ	Phoenix
WA	Tacoma
OR	Portland
MD	Howard County
MD	Harford County

Years of Consulting: 40

Education:

BA, California State University, East Bay.

PhD, Oxford University, U.K.

Notable Accomplishments:

Ohio Commission on Juvenile Justice

Massachusetts Governor's Committee on Local Government

Professional Association:

International City-County Management Association

GREG MATHEWS

SENIOR MANAGER, MATRIX CONSULTING GROUP

GREG MATHEWS has served as an analyst or project manager/coordinator on nearly all overtime, E911, criminal justice and jail related projects during his time with the firm. A public safety specialist consultant, Mr. Mathews has over 27 years of private and public sector experience, performing as both a senior management consultant and executive manager. As Deputy Director of Auditing for the Los Angeles City Controller's Office, he managed the day-to-day functions of the Performance Auditing, Follow-up, and Management Assessment sections in the Performance Audit Division. He has participated as project manager or lead consultant in over 100 consulting engagements.

Experience Highlights

Cleveland, OH: The project evaluated overtime usage against the five key causes and evaluated the use of best practices with respect to overtime management. Key findings included insufficient information was available to manage overtime proactively; the City had higher overtime costs compared to peers; overtime was used significantly to cover staff vacancies and minimum staffing levels; and various unusual MOU provisions impacted overtime costs. Key recommendations were to enhance overtime tracking through more robust reporting, improve internal controls, revise MOUs during subsequent negotiations, inclusion of a best management practice to project budgets, based on operational and other data, within 5% of actual costs, conduct staffing needs assessment given the significant overtime expenditures designed to cover staff shortfalls, and others.

Other national overtime studies: Other overtime study illustrations are provided in other personnel's resumes herein, in which Mr. Mathews was project coordinator or (lead) analyst.

Role on This Engagement:

Greg will be the project coordinator and a lead analyst on this engagement dedicating approximately 30% of project time.

Relevant Clients:

AL Birmingham
CA Alameda County
CA San Francisco
CA Vacaville
CA Shasta County
CO Adams County
CO Aurora
FL Alachua County
FL Citrus County
FL Orange County
MN Hennepin County
MN Anoka County
NE Omaha
OH Cleveland
TX San Antonio
WA Lynnwood
WA Puyallup
WI Dane County
WI Dodge County
WI Waukesha County

Years of Experience: 30

Education:

Masters of Public Administration from University of Southern California

Bachelor of Arts from University of California - Davis

ROBERT FINN

SENIOR MANAGER, MATRIX CONSULTING GROUP

ROBERT FINN is a Senior Manager with the Matrix Consulting Group and previously served as the Chief of the Southlake (TX) Department of Public Safety. Mr. Finn has a strong educational background coupled with a successful track record that includes strategic planning, budgeting, change management, community relations, and building collaborative partnerships. Robert has over 30 years of fire service and consulting experience covering all aspects of the fire service industry.

Robert's relevant experience includes serving the City of Southlake, Texas for 25 years in the following roles:

- Chief of Police (2008 to 2011)
- Chief of Fire Services (2004 to 2008)
- Lieutenant of Professional Standards (1999 to 2004)
- Lieutenant of Training (1995 to 1999)
- Coordinator of Emergency Medical Services (1993 to 1995)
- Firefighter / Driver / Paramedic (1987 to 1993)

Experience Highlights

San Antonio, TX: The Matrix Consulting Group assisted the City of San Antonio with development of an internal overtime model based on historical overtime drivers. The model included initial assumptions on how overtime would be used by type and order of magnitude, followed by a discussion of issues with that model and the additional information and data required to refine the model to the point it could be used to effectively budget for overtime.

Monterey, CA: Major findings included the current MOU allowed leave usage to be counted as time worked for the purposes of FLSA overtime calculation. This results in 5 hours of built in overtime each 24-day FLSA cycle regardless of whether Fire Operations personnel actually worked all scheduled shifts.

Role on This Engagement:

Robert will be a support analyst on this engagement dedicating approximately 15% of project time.

Relevant Clients:

AK	Anchorage
CA	Big Bear
CA	Huntington Beach
CA	Monterey
CO	Mesa County
CO	Steamboat Springs
CT	Greenwich
CT	Westport
GA	DeKalb County
IA	Davenport
MA	Billerica
MA	Boston
MA	Chelsea
MA	Yarmouth
MI	Sterling Heights
NC	Raleigh
NY	Bedford
NY	New Rochelle
OH	Cleveland
TX	San Antonio
WA	Bellingham
WA	Mercer Island
WI	Oshkosh

Years of Experience: 30

Education:

BS and MBA, Grand Canyon University

Professional Association:

National Fire Protection Association (NFPA)

International Association of Fire Chiefs (IAFC)

Center for Public Safety Excellence (CPSE)

AARON BAGGARLY, AICP

SENIOR MANAGER, MATRIX CONSULTING GROUP

AARON BAGGARLY is an analyst on law enforcement, fire, and public safety engagements. He has completed over 80 studies for law enforcement, fire, and public safety clients in Washington and across the United States with analysis focusing on operational and staffing review, workload analysis, alternative scheduling analysis, and evaluation of policies and procedures. His expertise also includes the evaluation of administrative, patrol, dispatch, and support services of police operations.

Experience Highlights

Waukesha County, WI: Aaron served as the lead analyst on this overtime engagement which reviewed the overtime policies, budgeting practices, and scheduling practices of the Sheriff's Office. Key recommendations included:

- Streamline the overtime codes.
- Modify compensatory time off policies.
- Adopt policies and guidelines to minimize overtime.
- Implement a fact-based approach to develop overtime budgets.
- Modify budgetary and hiring practices to reduce overtime.

Puyallup, WA: Aaron served as the lead analyst on this engagement which reviewed the staffing, operational, and organizational structure of the Police Department. Key recommendations included:

- Identified an additional six patrol officer positions to better meet adopted proactive policing thresholds.
- Revisions to current approaches to providing in-service training to reduce overtime.
- Identified an alternative fixed post staffing plan for the jail and a revised shift schedule to increase supervision in the jail and reduce the use of overtime.

Role on This Engagement:

Aaron will serve as a lead analyst on this engagement dedicating approximately 25% of project time.

Relevant Clients:

AZ	Buckeye
FL	Alachua County
FL	Cooper City
IA	Davenport
IA	Scott County
KS	Wyandotte County
MA	Yarmouth
MN	Anoka County
MN	Hennepin County
MN	Ramsey County
MO	Clayton
MO	Kansas City
NC	Raleigh
TX	Fort Worth
TX	Kyle
TX	Lewisville
WA	Lynnwood
WA	Puyallup
WI	Dodge County
WI	Waukesha County

Years of Experience: 13

Education:

BS, Appalachian State University, Community and Regional Planning, Minor in GIS.

Professional Association:

American Institute of Certified Planners (AICP)

American Planning Association

KHUSHBOO HUSSAIN

SENIOR MANAGER, MATRIX CONSULTING GROUP

KHUSHBOO HUSSAIN is a Senior Manager who manages cost allocation plan, user fee, development impact fee, and cost of service engagements. Her experience with the firm also includes participation in operational audit engagements focusing on reviewing overtime expenses, organizational, staffing, and internal processes to enhance administrative functions.

Khushboo's relevant experience include:

- Completed over 100 cost allocation studies for clients across the United States.
- Analysis focuses on process flows, staffing structure, workload review, and policy development for finance, human resources, information technology, and internal service functions.
- Expertise also includes review of overtime expenses.

Experience Highlights

Vacaville, CA: Khushboo served as an analyst on this engagement, which evaluated the overtime expenses associated with the Police Department. The review included:

- Tracking historical overtime expenses compared to personnel expenses.
- Developing costing information and projections for overtime expenses.
- Reviewed budgetary documents and policy and procedures related to overtime use and expenditure.

Monterey, CA: Ms. Hussain supported Mr. Finn in conducting a review of Fire overtime expenditures for the City of Monterey. This included looking at historical overtime expenditures, identifying the causes for overtime, and overtime policies. A peer comparison of the city's overtime expenses to other similarly sized fire departments was performed.

Role on This Engagement:

Khushboo will serve as an lead financial analyst on this engagement, dedicating approximately 20% of project time.

Relevant Clients:

AL	Gulf Shores
CA	Albany
CA	Brea
CA	Fresno
CA	Irvine
CA	Monterey
CA	Pasadena
CA	Riverside
CA	San Clemente
CA	Vacaville
FL	Fort Lauderdale
GA	Dekalb County
HI	Maui County
NC	Asheville
OR	Ashland
TX	Austin
UT	Grand County
WA	Bellevue
WA	Seattle

Years of Experience: 9

Education:

B.A., University of California – San Diego, International Economics

M.A., University of California – San Diego, International Affairs

Professional Association / Certification:

California Society of Municipal Finance Officers

Government Finance Officers Association

3. References

The Matrix Consulting Group takes pride in completing our engagements at a high level of quality on time and within budget. The following references for projects completed within the last three years can attest to the quality and timeliness of our work.

Client	Project Description
Waukesha County internal Audit for the Sheriff's Department **Audit of Sheriff's Department Overtime** Lyndsay Johnson Records Manager 262-548-7074 lljohnson@waukeshacounty.gov	The Matrix Consulting Group performed an overtime audit engagement which reviewed the overtime policies, budgeting practices, and scheduling practices of the Sheriff's Office. Key recommendations included streamlining the overtime codes to create greater consistency in overtime reporting; modifying compensatory time off policies to align with prevailing (best) practice; adopting policies and guideline to minimize overtime related to off-duty employment hours; and implementing fact-based overtime projections for annual budgets.
Tacoma, Washington **Police Department Staffing Study** Tadd Wille Deputy City Manager 253-591-5818 tadd.wille@cityoftacoma.org	Our firm developed a comprehensive analysis of current and projected staffing needs. In coordination with city and regional planning efforts, we determined impacts on police resources, to include sworn, civilian, part-time, overtime, and other staffing and key operations requirements. Overall, the project team identified the need for approximately 150 new positions in the next fiscal year to catch up with growth and another 250 over the next 10 years to keep up with projected growth. In addition, the project team recommended significant changes to operational management in investigations (case management) and in the deployment of resources to ensure that high call volume areas were adequately served.
Davenport, Iowa **Police and Fire Operations Study** Corri Spiegel City Administrator 563-888-3384 cspiegel@ci.davenport.ia.us	The Matrix Consulting Group performed studies of police and fire, focused on the staffing, operations and deployment of both departments. Key recommendations included developing performance measures based on population density in various areas of the City, relocating a station to improve coverage to a growing area in the northern portion of the City, improving regional services with surrounding agencies, adding a full-time training officer and improving the public education programs.

We encourage you to contact these references to discuss project accomplishments.

4. Cost Proposal

The following table shows a breakdown of the cost, number of hours required for each task/component of the project, and total time commitment to the project, along with the hourly rate for each project team role on a task-by-task basis. We propose to perform this study for a total fixed cost (inclusive of 648 hours professional services and expenses) of **$109,800.**

#	Task	Project Manager	Project Coord.	Senior Analysts	Support Analyst	TOTAL
1	Initial Interviews	16	40	40	20	116
2	Current Approaches	4	24	32	16	76
3	Best Practice Analysis	4	24	30	16	74
4	Peer Review Analysis	4	4	56	4	68
5	Overtime Analysis	8	24	72	20	124
6	Evaluate Alternatives	12	40	32	16	100
7	Draft and Final Report	10	36	32	12	90
Rate / Hour		$225	$200	$175	$150	
Professional Fees		**$13,050**	**$38,400**	**$51,450**	**$15,600**	**$102,900**
Expenses						$6,900
Total Project Cost						**$109,800**

We bill monthly based on project progress and expenses incurred unless other arrangements are made.

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

August 10, 2021

ADDENDUM NO. 1

REQUEST FOR PROPOSALS #5460-21

Addendum 1 to Request for Proposals #5460-21 for Public Safety Overtime Study is being issued to provide the attendee list for the Pre-Proposal Conference and provide answers to questions received. Questions are identified with "Q". Answers are identified with "A" and red text.

1. The Pre-Proposal Conference was held on August 4, 2021 at 2:30 p.m. Below is the list of Attendees:

City of Spokane
Tonya Wallace – Chief Financial Officer
Connie Wahl – Senior Procurement Specialist
Meghann Steinolfson – Labor Relations Manager, and Acting Human Resources Director
Tom Williams – Assistant Fire Chief
Amie Blain – Executive Assistant to Tonya Wallace, CFO

Consultants
Gregory Mathews – Matrix Consulting Group
Mark Arras – Townsend and Associates Incorporated, Townsend Consulting
Tom Wieczorek – Director for CPSM, LLC
Dov Chelst, Ph.D. – CPSM, LLC
Mike Nurse – Principal in Accounting and Consulting Services for Clark Nuber
Isaac Prieto – Consultant with Clark Nuber
Michelle Fitzer – Consultant with AP Triton

2. **Q:** What are specific issues that sparked the need for this study?

A: We have ever-increasing overtime. There are many reasons why this is happening in Police and Fire. Our internal audit team has reviewed, but we need an outside consultant to determine the overtime drivers, such as being understaffed. These are union shops, and the changes will need to be negotiated. We are interested in what other cities are doing. We don't want to burn out staff. Overtime has been escalating over the years, even with additional staff.

3. **Q:** What is the time frame regarding years of overtime?

A: This has been an issue with the city for several years. We have some Councilmembers remembering this issue since start of their first terms, so at least eight years. Management on both sides have tried many different options. We have not yet had a comprehensive study for this issue.

4. **Q:** What schedules do the Police and Fire departments keep?

A: **For Fire:** 24/72, they have debit days to get payback, roughly 9 each year. Police information is

currently unknown.

5. **Q:** What is your minimum staffing in Police and Fire? Is there a minimum daily and per apparatus?

   A: **For Fire:** 72 daily strength, 4 person Ladder companies (5 in the system), 3 person Engine companies (14 in the system), 2 person Alternative Response Units (3 in the system), 2 Battalion Chiefs, and 1 24-hour safety officer. Police information is currently unknown.

6. **Q:** Regarding the 2-person Alternative Response Units, do those primarily do EMS?

   A: Yes, low acuity.

7. **Q:** Are you currently conducting a deep dive into overtime records to determine the cause of overtime, and what level of detail do you have?

   A: The City uses Telestaff for Police and Fire personnel, and they code their time. We do have details, and we could use a consultant's assistance to determine if what we have is adequate.

8. **Q:** Comparative assessments with other cities is not necessarily valuable. What are you looking for in that element of a study?

   A: Comparing for best practices would be helpful. Including our comparable departments would also be helpful, and a list of our comparables for Fire and Police is below. This will be useful to know their best practices when it comes to bargaining.
   - SFD Comparable Departments:
   - Bellevue FD
   - Tacoma FD
   - Central Pierce Fire & Rescue
   - Puget Sound Regional Fire Authority
   - Eastside Fire & Rescue
   - Vancouver FD
   - Everett FD
   - South County Fire
   - South King Fire & Rescue
   - Renton Regional Fire Authority
   - Spokane Valley FD
   - Yakima FD

   - SPD Comparable Departments:
   - Bellevue
   - Everett
   - Kent
   - Tacoma
   - Vancouver
   - Yakima

9. **Q:** Do you have a particular budget in mind for this request, since the budget is 35% of the score?

   A: It is public information and an amount of up to $150,000 is set aside for this effort.

10. **Q:** Will there be direct remote access to Telestaff and other systems we might need for pulling reports and things like that?

    A: The City will have to determine if that's possible due to security, so it is unknown at this time. If not, City staff can assist by pulling that information for you.

11. **Q:** Could you enlighten us about the possibility of an extension of the contract, and would the amount be $150,000 per year?

    A: That is standard boiler plate language to leave those possibilities open.

12. **Q:** Will we be reviewing dollar amounts or just hours?

    A: It could be both.

13. **Q:** This project includes a relatively lengthy time period, almost a year's worth of time you are potentially taking. Why is this length of time being provided to accomplish this study?

    A: The City is unsure of how proposals will be returned, and we wanted to allow flexibility. We are interested in consultants' time frames. We know that can depend upon the makeup of the team and qualified team members, and we know quality of data plays a role.

14. **Q:** What deliverables do you expect? I assume you want a report and a presentation.

    A: The City is expecting a written report with conclusions, and an appendix with data analysis. You will be expected to present conclusions and recommendations to the Administration and City Council. The Press will be listening in on the presentation to City Council. See also the scope of services provided in the Request for Proposal.

15. **Q:** Will the City Council presentation be Zoom at this time, or in person?

    A: It should be in person with a virtual option.

16. **Q:** Can you please include the firms that participated in this phone call in the addendum?

    A: Yes, that is included.

17. **Q:** Are the SFD and SPD on separate contracts? Union agreements?

    A: Yes.

18. **Q:** Are your accounting/payroll policies and procedures well documented?

    A: Information is currently unknown.

19. **Q:** Are the SFD and SPD on separate time entry and payroll systems?

    A: Information is currently unknown.

20. **Q:** What year(s) are we reviewing? If 2020 was a unique year, should we be reviewing prior years as well?

    A: Information is currently unknown.

21. **Q:** Will there be onsite visits needed?

    A: It is possible, but has not been determined at this time.

22. **Q:** Will we have remote access to their time entry system?

    A: See question number 10 for answer.

23. Q: Will we be reviewing dollar values related to overtime or just hours?

A: See question number 12 for answer.

24. Q: What are the specific issues that sparked the need for this engagement (for example, have you noted OT issues due to shift trade practices?)

A: See question number 2 for answer.

25. Q: Do you have a budget range you are willing to share or a not-to-exceed amount?

A: See question number 9 for answer.

Connie Wahl

Connie Wahl, C.P.M., CPPB
Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Matrix Consulting Group

Company

Richard Brady

Authorized Signature

Richard Brady, President
8-16-21

Agenda Sheet for City Council Meeting of: 11/29/2021		Date Rec'd	11/15/2021
		Clerk's File #	OPR 2020-0028
		Renews #	
Submitting Dept	PMO	Cross Ref #	
Contact Name/Phone	DUSTY FREDRICKSON X6482	Project #	
Contact E-Mail	DFREDRICKSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	5750 - CONTRACT EXTENSION FOR INFINITE INNOVATIONS		

Agenda Wording

Contract extension for OPR 2020-0028 through the end of 2022, to provide JustWare operational support and maintenance, and complete critical path activities for the eSeries project.

Summary (Background)

Extending this contract and funding will continue to provide the ITSD and eSeries teams with critical skill set capacity that helps ensure JustWare production support and eSeries project timelines are successful. Without this additional capacity, the ITSD team will be unable to support eSeries to the level required putting the project's completion at risk.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Select	$ 122,700	# 99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	FREDRICKSON, DUSTY	Study Session\Other	F&A 11-15-2021
Division Director	WALLACE, TONYA	Council Sponsor	CM Wilkerson
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	ODLE, MARI	bwilkerson@spokanecity.org; mcarlos@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	twallace@spokanecity.org; dfredrickson@spokanecity.org	
Additional Approvals		lmartelle@spokanecity.org; ddaniels@spokanecity.org	
Purchasing		cplascencia@spokanecity.org; ablain@spokanecity.org	

Briefing Paper
Finance & Administration Committee

Division & Department:	Office of Performance Management/Project Management Office
Subject:	Contract Extension for Infinite Innovations
Date:	11/1/2021
Author (email & phone):	Dusty Fredrickson, PMO - Sr. Project Manager, dfredrickson@spokanecity.org, ext. 6482
City Council Sponsor:	CM Wilkerson
Executive Sponsor:	Tonya Wallace, City Chief Financial Officer
Committee(s) Impacted:	Finance Committee
Type of Agenda item:	■ ☐ ☐
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	This agenda item supports the completion of the eSuite Legal Case Management solution.
Strategic Initiative:	Safe and Healthy
Deadline:	12/31/2021
Outcome: (deliverables, delivery duties, milestones to meet)	Committee approval of the following: 1) Extension of SC 2020-0028 through the end of 2022 2) Allocation of PMO (5750) Contractual Services budget to fund the extension

Background/History:

Infinite Innovations has been providing critical capacity to the ITSD Legal Case Management team for the purpose of:

1) Providing JustWare operational support and maintenance
2) Completing critical path activities for the eSeries project

Extending this contract and funding will continue to provide the ITSD and eSeries teams with critical skill set capacity that helps ensure JustWare production support and eSeries project timelines are successful.

Without this additional capacity, the ITSD team will be unable to support eSeries to the level required putting the project's completion at risk.

Executive Summary:

Requesting approval to:

1) Extend SC 2020-0028 from December 31st, 2021 to December 31st, 2022
2) Use $122,700 of PMO Contractual Services budget to fund SC 2020-0028 in 2022

This amount will be funded via the PMO's internal services departmental allocation model.

Budget Impact:

Approved in current year budget? ☐ Yes ■ No

Annual/Reoccurring expenditure? ☐ Yes ■ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ■ Yes ☐ No ☐

Requires change in current operations/policy?	Yes	■ No
Specify changes required:		
Known challenges/barriers:		

City Clerk's No. 2020-0028

City of Spokane

CONTRACT EXTENSION

Title: **BUSINESS ANALYSIS SOFTWARE DEVELOPMENT AND SUPPORT**

This Contract Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **INFINITE INNOVATIONS**, **LLC,** whose address is 8390 North Hayden, Idaho, 83835 ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide business analysis software development application with server support and quality assurance for the City of Spokane's Justware e-Series System, and

WHEREAS, the Contract time for performance needs to be extended, thus the original Contract needs to be formally 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 January 8, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.
This Contract Extension shall become effective on January 1, 2022 and shall end on December 31, 2022.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **ONE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS** (**$122,700.00**), and applicable tax, for everything furnished and done under this Contract Extension. This is the maximum amount to be paid under this Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

INFINITE INNOVATIONS, **LLC**

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

21-224

Agenda Sheet for City Council Meeting of: 11/29/2021		Date Rec'd	11/15/2021
		Clerk's File #	OPR 2017-0876
		Renews #	
Submitting Dept	PMO	Cross Ref #	
Contact Name/Phone	DUSTY FREDRICKSON X6482	Project #	
Contact E-Mail	DFREDRICKSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	5750 - CONTRACT AMENDMENT FOR PMO CONSULTING SERVICES		

Agenda Wording

Contract Amendment of OPR 2017-0876 through the end of 2022, for Project Management services and Business/Technical Analyst services.

Summary (Background)

Volt has been a key strategic partner in providing scarce skill-setted resources critical to the successful completion of the eSuite Legal Case Management solution. Funding this contract for 2022 will allow the eSuite project to retain: 1) Project Management capacity necessary to support the project's complexity and size 2) Business/Technical Analyst capacity to complete technically complex project deliverables

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 240,000	# 99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	FREDRICKSON, DUSTY	Study Session\Other	F&A 11-15-2021
Division Director	WALLACE, TONYA	Council Sponsor	CM Wilkerson
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	ODLE, MARI	bwilkerson@spokanecity.org; mcarlos@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	twallace@spokanecity.org; dfredrickson@spokanecity.org	
Additional Approvals		JPackebush@Volt.com; lmartelle@spokanecity.org	
Purchasing		ddaniels@spokanecity.org; cplascencia@spokanecity.org	
		ablain@spokanecity.org	

Briefing Paper
Finance & Administration Committee

Division & Department:	Office of Performance Management/Project Management Office
Subject:	Contract Amendment for PMO Consulting Services
Date:	11/01/2021
Author (email & phone):	Dusty Fredrickson, PMO - Sr. Project Manager, x-6482
City Council Sponsor:	CM Wilkerson
Executive Sponsor:	Tonya Wallace, City Chief Financial Officer
Committee(s) Impacted:	Finance & Administration
Type of Agenda item:	■ ☐ ☐
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	This agenda item directly supports the completion of the eSuite Legal Case Management solution.
Strategic Initiative:	Safe and Healthy
Deadline:	12/31/2021
Outcome: (deliverables, delivery duties, milestones to meet)	Committee approval of the following: 1) Extension of SC 2017-0876 through the end of 2022 2) Allocation of PMO (5750) Contractual Services budget to fund the extension

Background/History:

Volt has been a key strategic partner in providing scarce skill-setted resources critical to the successful completion of the eSuite Legal Case Management solution.

Funding this contract for 2022 will allow the eSuite project to retain:

1) Project Management capacity necessary to support the project's complexity and size
2) Business/Technical Analyst capacity to complete technically complex project deliverables

Without these resources, and their skill-sets, the eSuite project team will lose valuable content knowledge, as well as, team capacity that will put the project's completion at risk.

Executive Summary:

Requesting approval use $240,000 of PMO 2022 Contractual Services to fund Volt Contract 2017-0876 in 2021 for:

- Project Management Services: $140,000 @ $72/hour
- Business/Technical Analyst Services: $100,000 @ $52/hour

This amount will be funded via the PMO's internal services departmental allocation model.

Budget Impact:

Approved in current year budget? ■ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ■ No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ■ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ■ No
Specify changes required:

Known challenges/barriers:

City Clerk's No. 2017-0876

City of Spokane

CONTRACT AMENDMENT

Title: **PROJECT MANAGEMENT CONTRACTOR**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **VOLT WORKFORCE SOLUTIONS**, whose address is 1420 North Mullan Road, Suite 110, Spokane Valley, Washington 99206 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 for the City a Project Management Contractor to assist the Project Management Officer by Supporting and Managing Priority Projects for the City; and

WHEREAS, the original Contract needs to be formally Amended to increase funds for Project Management Services in support of the Incapsulate CRM Replacement Project; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated December 15, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on January 1, 2022 and shall run through December 31, 2022.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **TWO HUNDRED FORTY THOUSAND AND NO/100 DOLLARS ($240,000.00)** including tax, for everything furnished and done under this Contract Extension.

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

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

VOLT WORKFORCE SOLUTIONS

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:
Certification Regarding Debarment

21-222

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

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

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

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

Agenda Sheet for City Council Meeting of: 11/29/2021		Date Rec'd	11/15/2021
		Clerk's File #	OPR 2021-0771
		Renews #	
Submitting Dept	ACCOUNTING	Cross Ref #	
Contact Name/Phone	MICHELLE MURRAY X 6320	Project #	
Contact E-Mail	MMURRAY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Report Item	Requisition #	
Agenda Item Name	5600 - LOCOMOBI ACCOUNTS RECEIVABLE WRITE-OFF		

Agenda Wording

The City is requesting approval for the accounts receivable associated with the uncollectable parking revenue to be written off to bad debt expense in the Parking Services Fund.

Summary (Background)

The City contracted through Duncan Parking Technologies (a Division of Duncan Solutions) with a 3rd party called Locomobi who then breached the contract and quit remitting revenue to the City. The City has attempted collections since 2017 and filed claims (outlined in the attached memo) in Canada and Deleware. Locomobi is no longer solvent and collection of the revenue due is unlikely.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 133,370.37	# 99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MURRAY, MICHELLE	Study Session\Other	F&A 11-15-2021
Division Director	WALLACE, TONYA	Council Sponsor	CM Wilkerson
Finance	MURRAY, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE	bwilkerson@spokanecity.org; mcarlos@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	twallace@spokanecity.org; mmurray@spokanecity.org	
Additional Approvals		ddaniels@spokanecity.org; ablain@spokanecity.org	
Purchasing			

Briefing Paper
FINANCE AND ADMINISTRATION

Division & Department:	City Council
Subject:	Write off of Accounts Receivable
Date:	10-27-2021
Contact (email & phone):	Michelle Murray mmurray@spokanecity.org 509-625-6320
City Council Sponsor:	CM Wilkerson
Executive Sponsor:	Michelle Murray
Committee(s) Impacted:	Finance and Administration
Type of Agenda item:	☐ Consent ■ Discussion ☐ Strategic Initiative
Alignment:	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to write off of Accounts Receivable in the amount of $133,370.37 which consists of $85,231.00 principal and $48,139.37 interest/late fees.

Background/History:

Executive Summary:

In 2012 the City of Spokane Parking Department contracted with Duncan Solutions to provide a software platform to issue parking infractions from hand held devices. With changing technology the City first went to meters that accepted debit cards and credit cards. Then in 2014 he City explored and launched a software application to allow payment to be made via smartphones. The City contracted through Duncan Parking Technologies (a Division of Duncan Solutions) with a 3rd party called Locomobi who then breached the contract and quit remitting revenue to the City. The City has attempted collections since 2017 and filed claims (outlined in the attached memo) in Canada and Deleware. Locomobi is no longer solvent and collection of the revenue due is unlikely.

The City is requesting approval for the accounts receivable associated the uncollectable parking revenue to be written off to bad debt expense in the Parking Services Fund.

Principal	$ 85,231.00
Interest/Late fees	$ 48,139.37
Total Write off	$ 133,370.37

Budget Impact:

TOTAL COST:

Approved in current year budget? ☐ Yes ■ No ☐ N/A

Annual/Reoccurring expenditure? ☐ Yes ■ No ☐ N/A

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ■ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ■ No ☐ N/A

Specify changes required:

Known challenges/barriers:

City of Spokane
Finance, Treasury and Administration Division

Memo

To: Mayor Woodward

From: Michelle Murray

Cc: **T**onya Wallace, CFO
Johnnie Perkins, City Administrator
Paul Ingiosi, Budget Director

Date: October 27, 2021

Re: Write off of Locomobi Accounts Receivable

Request: Staff requests approval to write-off $133,370.37 in monies owed the City. This will result in an expense in the Parking Meter Fund.

Background: Parking services payment platform(s) has dramatically changed in the way payments can be made to for parking. Over the past decade, most cities are eliminating coin payments and are going to forms of electronic parking payments from smartphones and or Kiosks.

The City's Parking Services Department had success with meters that would accept debit and credit cards. Following this success and advancing technology, the City offered payment services through a mobile application in addition to payment at a meter. The City contracted with Locomobi, a 3rd party vendor that could provide an interface with the City's primary parking platform, Duncan Parking Technologies (a division of Duncan Solutions).

The City launched the new mobile parking application in late 2014. The payment process involved drivers paying via the smartphone application whereby the driver created a profile and entered a credit card to be charged. The credit card companies would then remit the payment to Locomobi, who would then remit the funds to the City. In June of 2015, the City started to see an increase in parking revenue larger than originally anticipated.

However, in June of 2016, the City's Accounting Department notified the Director of Parking Services that the City was not receiving payments from Locomobi. The Parking Services Director contacted the CEO of Locomobi concerning no remittance of payments. Several telephone conferences were held between the CEO and their accounting department regarding the funds owed to the City. The City established a payment plan for Locomobi. However, they failed to comply. Following the last payment received in February 2017, the City suspended any further use of the application. The City contacted Duncan Solutions and informed them of Locomobi's breach of contract. Duncan Solutions exercised legal action to collect against Locomobi.

In 2018, a judgment was obtained against Locomobi in Canada. Canadian counsel proceeded with collection efforts. Since that time, Locomobi filed bankruptcy in Canada. A claim has been filed for a judgement for the parking monies owed the City. Locomobi filed an assignment for the benefit of creditors in Delaware bankruptcy court. A City claim has also been filed in the Delaware action.

Conclusion/Recommendation: Locomobi is no longer operating and solvent. The likelihood of the City recovering any outstanding debt related to the collection of parking revenue owed is unlikely.

Staff recommends writing off the receivable in the amount of $133,370.37 in the Parking Meter Fund, comprised of $85,231.00 in principal and $48,139.37 in penalties and interest.

CITY OF SPOKANE
OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

September 20, 2021

City Clerk File No.:
OPR 2021-0616

COUNCIL ACTION MEMORANDUM

RE: INTERLOCAL AGREEMENT AMONG SPOKANE COUNTY, CITY OF SPOKANE, AND SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL

During its 3:30 p.m. Administrative Session held virtually on September 20, 2021, upon consideration of the September 20 Current Agenda items, the following action was taken:

> **Upon 3-4 Voice Vote (Council President Beggs, Council President Pro Tem Mumm, and Council Member Stratton "aye" and Council Members Burke, Cathcart, Kinnear, and Wilkerson "no"),** the City Council **rejected** the Interlocal Agreement among Spokane County, City of Spokane, and Spokane Area Workforce Development Council regarding the lease of space for the Resource Center of Spokane County (formerly Spokane EnVision Center) from June 1, 2021, through May 31, 2023—$201,791.

CITY OF SPOKANE

Terri Pfister
Terri Pfister (Oct 12, 2021 11:28 PDT)

Terri L. Pfister
City Clerk

Printed on recycled paper

09-20-2021 OPR 2021-0616 CAM

Final Audit Report 2021-10-12

Created:	2021-10-12
By:	Jillann Hansen (jehansen@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAATxTcfMhIB4WAH6ao7_TfDNWXU3AKnQLr

"09-20-2021 OPR 2021-0616 CAM" History

Document created by Jillann Hansen (jehansen@spokanecity.org)
2021-10-12 - 6:21:23 PM GMT- IP address: 198.1.39.252

Document emailed to Terri Pfister (tpfister@spokanecity.org) for signature
2021-10-12 - 6:21:39 PM GMT

Email viewed by Terri Pfister (tpfister@spokanecity.org)
2021-10-12 - 6:28:28 PM GMT- IP address: 198.1.39.252

Document e-signed by Terri Pfister (tpfister@spokanecity.org)
Signature Date: 2021-10-12 - 6:28:40 PM GMT - Time Source: server- IP address: 198.1.39.252

Agreement completed.
2021-10-12 - 6:28:40 PM GMT

Agenda Sheet for City Council Meeting of: 11/29/2021		Date Rec'd	9/9/2021
		Clerk's File #	OPR 2021-0616
		Renews #	
Submitting Dept	FACILITIES MANAGEMENT	Cross Ref #	
Contact Name/Phone	DAVE STEELE X6064	Project #	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR22907
Agenda Item Name	5900 - ILA FOR ENVISION CENTER COST SHARING		

Agenda Wording

This interlocal agreement establishes the interlocal relationship between Workforce Development, Spokane County, and the City of Spokane and agreed upon cost contribution by each agency over the life of the agreement.

Summary (Background)

The City of Spokane, Spokane County, and Workforce Development are working in partnership to support Envision Spokane and are collaborating on a transition of responsibility for the property lease to Spokane County. This interlocal establishes the framework between the three parties, setting terms for cost sharing and other elements.

Lease? YES Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 48,960 (June-Aug 2021)	# 5900-30900-18200-54501-89011
Revenue	$ 32,640 (June-Aug 2021)	# 5900-30900-99999-36710-89011
Expense	$ 29,110.67 (Sept-Dec 2021)	# 5900-30900-18200-54501-89011
Expense	$ 87,332 (2022); 36,388.33 (2023)	# 5900-30900-18200-54501-89011

Approvals		Council Notifications (9/20/21 CC Mtg)	
Dept Head	TEAL, JEFFREY	Study Session\Other	PIES 7/26/21; 9/20/21 CC Mtg
Division Director	WALLACE, TONYA	Council Sponsor	CP Beggs
Finance	BUSTOS, KIM	Distribution List	
Legal	PICCOLO, MIKE	twallace@spokanecity.org; jteal@spokanecity.org; dsteele@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	bbeggs@spokanecity.org; hallers@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org; cbaird@spokanecity.org	
Purchasing		kbustos@spokanecity.org; ddaniels@spokanecity.org	
ACCOUNTING - LEASE	HUGHES, MICHELLE	ablain@spokanecity.org; jemacio@spokanecounty.org	
		kbustos@spokanecity.org	

Briefing Paper
PIES Committee

Division & Department:	Finance – Facilities Department
Subject:	Interlocal Agreement between the City of Spokane, Spokane County, and Spokane Area Workforce Development regarding cost sharing for the Envision Center
Date:	07/26/2021
Author (email & phone):	dsteele@spokanecity.org 625-6064
City Council Sponsor:	Councilwoman Kinnear
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	N/A
Type of Agenda item:	☐ Consent ■ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comp Plan, Strategic Plan
Strategic Initiative:	
Deadline:	8/1/2021
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of an interlocal agreement with the City of Spokane, Spokane County, and Workforce Development establishing the parameters of the long-term partnership supporting the Envision Center.

Background/History: The City of Spokane, Spokane County, and Workforce Development are working in partnership to support Envision Spokane and are collaborating on a transition of responsibility for the property lease to Spokane County. This interlocal establishes the framework between the three parties, setting terms for cost sharing and other elements.

Executive Summary:

- This interlocal agreement establishes the interlocal relationship between Workforce Development, Spokane County, and the City of Spokane and agreed upon cost contribution by each agency over the life of the agreement.

Budget Impact:

Approved in current year budget? ■ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ■ No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.) *Match requirements will be determined at the time of award.*

Operations Impact:

Consistent with current operations/policy? ■ Yes ☐ No N/A
Requires change in current operations/policy? ☐ Yes ■ No N/A
Specify changes required:
Known challenges/barriers:

INTERLOCAL AGREEMENT AMONG SPOKANE COUNTY, CITY OF SPOKANE AND SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL REGARDING THE LEASE OF SPACE FOR THE RESOURCE CENTER OF SPOKANE COUNTY

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into among Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "**COUNTY**", the City of Spokane**,** a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "**CITY**", and Spokane Area Workforce Development Council, a non-profit corporation of the State of Washington having offices for the transaction of business at 140 S. Arthur Street, Suite 300A, Spokane, Washington 99202, hereinafter referred to as "**SAWDC"**, each individually referred to as a PARTY and jointly referred to along with the COUNTY and CITY as the PARTIES. The PARTIES agree as follows:

SECTION 1. RECITALS AND FINDINGS

(A) Pursuant to chapter 39.34 RCW (Interlocal Cooperation Act), the PARTIES may contract with each other to perform certain functions which each may legally perform.

(B) Pursuant to the provisions of RCW 36.32.120(6), COUNTY has the care of Spokane County property and the management of Spokane County funds and business and in this capacity, can participate in programs providing a range of services that meet the needs of Spokane County residents to help stabilize their living situations and enter a path of economic self-sufficiency that leverages the strong connection to the workforce system.

(C) Pursuant to the provisions of 29 USC § 3102 et seq., Congress of the United States enacted the Workforce Innovation and Opportunity Act ("WIOA") on July 22, 2014 to help job seekers access employment, education, training and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. The WIOA superseded the Workforce Investment Act of 1998 ("WIA"). The COUNTY and CITY formed the SAWDC to receive federal dollars and implement the WIA and its successor the WIOA.

(D) The CITY to further its responsibilities under the WIOA entered into a lease of certain space located at 130 South Arthur, Spokane, Washington with Ulupalakua Ranch, Inc., ("Lease") wherein SAWDC operates a Spokane County Resource Center which brings together various service providers providing a range of services that meet Spokane County residents' needs to help stabilize their living situations and enter paths toward economic self-sufficiency. The Lease between the CITY and Ulupalakua Ranch, Inc. expired on May 31, 2021. It was extended for an additional three (3) month time frame through August 31, 2021. The rent under the Lease for June 2021, July 2021, and August 2021 was $48,960 or $16,320 per month. At the end of the three (3) month time frame, a new lease for the space at 130 South Arthur will be entered into between COUNTY and Ulupalakua Ranch, Inc. ("New Lease"). The New Lease will be for the same space as under the Lease. The term of the New Lease will be twenty-one months from September 1, 2021 through May 31, 2023. The rent under the New Lease will be $261,966 annually or $$21,833 per month. The PARTIES desire to equally split the rent under the Lease for June 2021, July 2021 and August 2021, as well as equally split the rent under the New Lease for September 1, 2021 through May 31, 2023.

SECTION 2. PURPOSE

The purpose of this Agreement is to reduce to writing the PARTIES' understanding regarding their respective financial obligations to equally split the rent under the Lease for June 2021, July 2021 and August 2021 as well as equally split the rent under the New Lease for September 1, 2021 through May 31, 2023.

The rent under the Lease for June 2021, July 2021 and August 2021 is $16,320 per month for a total of $48,960. Each PARTY will pay 1/3 of the total amount of $48,960 or $16,320 each.

The rent under the New Lease for the term of September 1, 2021 through May 31, 2023 will be $21,833 per month for a total of $458,493. Each PARTY will pay 1/3 of the total amount of $458,493 or $152,831 each. Provided, however in the event the total amount of rent under the New Lease for the term of September 1, 2021 through May 31, 2023 exceeds $21,833 per month for a total of $458,493, the PARTIES agree that the amount each PARTY pays will be adjusted in the last quarterly payment so the total rent for the entire term is split equally among the PARTIES.

SECTION 3. **DURATION AND TERMINATION**

This Agreement shall commence upon execution of the Agreement by the PARTIES and shall terminate at the end of the New Lease. Provided, however, if the New Lease is extended by the COUNTY, SAWDC will be fully and solely responsible for the rent amounts as they become owing and due. COUNTY will advise SAWDC prior to March 1, 2023 of its desire to extend the New Lease subject to agreement with Ulupalakua Ranch, Inc., the term of the extension, and the monthly rent amount. SAWDC shall advise the COUNTY on or before April 1, 2023 if it can assume the sole responsibility for the rent amounts under the extended New Lease.

The CITY's participation or involvement in an extended New Lease shall require the CITY's written agreement.

Once this Agreement is executed it cannot be terminated by any PARTY nor can any PARTY withdraw.

SECTION 4. **RESPONSIBILITIES OF THE PARTIES**

(A.) **COUNTY RESPONSIBILITIES**:

The COUNTY will execute a New Lease for the same space and under substantially the same terms and conditions as identified in the Lease between CITY and Ulupalakua Ranch, Inc, consisting of approximately 20,116 rentable square feet located at 130 South Arthur, Spokane, Washington. The New Lease will be for a twenty-one (21) month term commencing September 1, 2021 and terminating May 31, 2023. The rent under the New Lease for the term of September 1, 2021 through May 31, 2023 will be $21,833 per month for a total of $458,493.

The COUNTY will pay all rent owing and due under the New Lease. The rent under the New Lease is due at the beginning of the month for each month. The COUNTY at the end of each three (3) month term of the New Lease will bill the CITY and SADC their proportionate share of the rent for that three (3) month time frame. The CITY and SAWDC shall reimburse the COUNTY their proportionate share of the rent for that three (3) month time frame within thirty (30) calendar days of billing. Billing statements shall be send via e-mail to the PARTIES' representatives set forth below. For example, for the time frame from September 1, 2021 through November 30, 2021, COUNTY will pay the monthly rent under the New Lease of $21,833 per month for a total rental payment of $65,499. At the end of November 2021, COUNTY will bill CITY and SAWDC one-third (1/3) of this amount or $21,833 each. City and SAWDC shall pay the COUNTY this amount within thirty (30) days of billing.

(B.) **CITY'S RESPONSIBILITIES**:

The CITY will pay all rent owing and due under the Lease for the months of June 2021, July 2021 and August 2021. The rent is due at the beginning of the month for the month. The rent under the Lease for June 2021, July 2021 and August 2021 is $16,320 per month for a total of $48,960. At the end of the three- month time frame, the CITY will divide the total monthly rental payment due under the Lease by three (3) and bill to COUNTY and SAWDC their proportionate share. The COUNTY and SAWDC shall reimburse the CITY their

proportionate share within thirty (30) days of billing. Billing statements shall be send via e-mail to the PARTIES' representatives set forth below. For example, for the time frame of June 1, 2021 through August 1, 2021, CITY will pay the monthly rent under the Lease of $16,320 per month for a total rental payment of $48,960. At the end of August 2021, CITY will bill COUNTY and SAWDC one-third of this amount or $16,320 each.

(C.) **SAWDC'S RESPONSIBILITIES:**

In addition to the responsibilities in (A.) and (B.) above, SAWDC will also be responsible for operating Resource Center of Spokane County in the space identified in the Lease and New Lease and programming the space for the purpose of bringing together various service providers providing a range of services that meet Spokane County residents' needs to help stabilize their living situations and enter paths toward economic self -sufficiency. All prior agreements, arrangements, memorandums of understanding or other arrangements the CITY has or may have had with any of the service providers located at the Resource Center of Spokane County are void or otherwise superseded by the SAWDC'S operation of the Resource Center of Spokane County upon this Agreement being fully executed by the PARTIES.

To the extent the New Lease allows the COUNTY to sublease, and subject to any Landlord approval required in conjunction therewith, the COUNTY will entertain a request by SAWDC to sublease any of the space which is the subject of the New Lease. Any sublease revenues will be applied to the rental payment obligation of the COUNTY under the New Lease. As such each Party will have its 1/3 obligation for rental payments under the New Lease reduced by 1/3 of any revenues received from a sublessee.

SAWDC shall be responsible for executing the Subtenant Rider attached to the New Lease and complying with all provisions within the Subtenant Rider. A copy the New Lease to include Subtenant Rider is Attached hereto as Attachment "A".

Additionally, SAWDC in conjunction with operating the Resource Center of Spokane County in the space identified in the New Lease, at its sole cost and expense, and for the mutual benefit of COUNTY and SAWDC, shall carry and maintain:

(a) Property insurance covering all personal property located on the space identified in the New Lease.

(b) General Liability Insurance, including property damage, insuring COUNTY and SAWDC against liability for injury to persons or property occurring in or about the space identified in the New Lease or arising out of the maintenance, use or occupancy thereof. The liability limit under such insurance shall not be less than $2,000,000.00 per occurrence, which includes general aggregate, products, completed operation and fire damage. The policy shall be endorsed and the certificate of insurance shall reflect that the County of Spokane is an additional named insured on SAWDC's general liability policy with respect to activities under the operation of the Resource Center of Spokane County in the space identified in the New Lease. SAWDC's insurer shall have a minimum A.M. Best's rating of A-VII and shall be authorized to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent and any required endorsement(s). Proof of insurance must be forwarded to the COUNTY annually. The certificate shall reflect that the COUNTY is a named Certificate Holder on SAWDC'S general liability policy with respect to obligations to operate the Resource Center of Spokane County in the space identified in the New Lease. The insurance afforded therein shall be primary insurance any insurance or self-insurance carried by the SAWDC shall be excess and not

contributory insurance to that provided by the SAWDC. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY.

Failure of the SAWDC to fully comply with the insurance requirements set forth herein, during the term of the their operation of the Resource Center in the space identified in the New Lease, or any renewal or extension thereof, shall be considered a material breach of their responsibility herein and in such instance, the COUNTY may acquire the insurance provided for herein and bill the SAWDC the amount thereof which shall be paid by SAWDC within thirty (30) days of billing or in the alternative, COUNTY may terminate its financial participation provided for under this Agreement. The COUNTY's ability to terminate its financial participation in this Agreement under this provision shall supersede any provision to the contrary in this Agreement.

COUNTY and SAWDC hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective fire insurance policies including any extended endorsement thereto. This release shall be inapplicable only to the extent that it would have the effect of invalidating any insurance coverage of COUNTY and SAWDC.

SAWDC shall defend, indemnify, and hold COUNTY harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of SAWDC or any occupants it allows to use the space identified in the New Lease to include the occupant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees arising from any breach of SAWDC's operation of the Resource Center of Spokane County in the space identified in the New Lease. SAWDC shall use legal counsel reasonably acceptable to COUNTY in defense of any action within SAWDC's defense obligation.

SECTION 5. **NOTICE**

All notices, other than billings addressed in Section 4, shall be in writing and served on any of the PARTIES either personally or by certified mail, return-receipt requested, at their respective addresses set forth above. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

Notices with respect to billing statements addressed in Section 4 shall be sent via email to:

COUNTY: Gary Petrovich
Chief Budget Officer
gpetrovich@spokanecounty.org

CITY: Tonya Wallace
Chief Financial Officer
twallace@city.org

SAWDC Mark Mattke
Chief Executive Officer
mmattke@spokaneworkforcc.org

SECTION 6. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION 7. RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of the other party for any purpose.

SECTION 8. MODIFICATION

This Agreement may be modified in writing by mutual written agreement of the PARTIES.

SECTION 9. DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the PARTIES cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

Each party shall have the right to designate one person each to act as an arbitrator. The three selected arbitrators shall then jointly select a fourth arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW. The costs of the arbitration panel shall be equally split between the PARTIES.

SECTION 10. VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION 11. SEVERABILITY

In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

SECTION 12. RECORDS

All public records prepared, owned, used or retained by either PARTY in conjunction with meeting its responsibilities under this Agreement shall be made available to the other PARTY upon written request subject to the attorney client and attorney work product privileges set forth in statute, court rule or case law.

SECTION 13. COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION 14. WAIVER

No officer, employee, agent or otherwise of any PARTY, has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and constructed as cumulative, that is, in addition to every other remedy provided herein or by law.

SECTION 15. **TIME OF ESSENCE OF AGREEMENT**

Time is of the essence of this Agreement and in case any PARTY fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the affected PARTY may, at its election, hold the other party liable for all costs and damages caused by such delay.

SECTION 16. **EXECUTION AND APPROVAL**

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

SECTION 17. **NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION 18. **ASSIGNMENT**

This Agreement shall not be assigned, sublet, pledged, conveyed, sold, transferred, or otherwise disposed of in whole or in part without the express written consent of the PARTIES.

SECTION 19. **HEADINGS**

The article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way, do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the articles to which they appertain.

SECTION 20. **ANTI-KICKBACK**

No officer or employee of any PARTY, 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 21. **RCW 39.34 REQUIRED CLAUSES**

(A.) **PURPOSE**: See Section 2 above.

(B.) **DURATION**: See Section 3 above.

(C.) **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS**: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

(D.) **RESPONSIBILITIES OF THE PARTIES**: See provisions above.

(E.) **AGREEMENT TO BE FILED**: The PARTIES shall file this Agreement as provided in RCW 39.34.040

(F.) **FINANCING**: Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process as set forth herein.

(G.) **TERMINATION**: See Section 3 above.

(H.) **PROPERTY UPON TERMINATION**: Title to all property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring PARTY upon termination of the Agreement.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the date and year opposite their respective signatures.

SPOKANE COUNTY

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

_____
JOSH KERNS, CHAIR

ATTEST:

_____
MARY L. KUNEY, VICE-CHAIR

_____
Ginna Vasquez, Clerk of the Board

_____
AL FRENCH, COMMISSIONER

DATED: _____

CITY OF SPOKANE

By: _____

Attest:

Title: _____

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

DATED: _____

SAWDC

By: _____

Title: _____

NO. 21-0602

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT AMONG SPOKANE COUNTY, CITY OF SPOKANE AND SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL REGARDING THE LEASE OF SPACE FOR THE RESOURCE CENTER OF SPOKANE COUNTY AND OTHER MATTERS RELATED THERETO	)	**RESOLUTION**

WHEREAS, pursuant to the Constitution and laws of the State of Washington, Spokane County, Washington is a class A county duly organized and existing; and

WHEREAS, pursuant to the provisions of RCW 36.01.030, the powers of Spokane County can only be exercised through the Board of County Commissioners of Spokane County, Washington ("Board" or "Board of County Commissioners"); and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners has the care of Spokane County property and the management of Spokane County funds and business and in this capacity can participate in programs providing a range of services that meet the needs of Spokane County residents to help stabilize their living situations and enter a path of economic self-sufficiency that leverages the strong connection to the workforce system; and

WHEREAS, pursuant to the provisions of 29 USC § 3102 et seq., Congress of the United States enacted the Workforce Innovation and Opportunity Act ("WIOA") on July 22, 2014 to help job seekers access employment, education, training and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. The WIOA superseded the Workforce Investment Act of 1998 ("WIA"). The County and City of Spokane ("City") formed the Spokane Area Workforce Development Council ("SAWDC") to receive federal dollars and implement the WIA and WIOA; and

WHEREAS, the City to further its responsibilities under the WIOA entered into a lease of certain space located at 130 South Arthur, Spokane, Washington with Ulupalakua Ranch, Inc., ("Lease") wherein SAWDC operates a Resource Center of Spokane County which brings together various service providers providing a range of services that meet Spokane County residents' needs to help stabilize their living situations and enter paths toward economic self-sufficiency. The Lease between the City and Ulupalakua Ranch, Inc. expired on May 31, 2021. It was extended for an additional three (3) month time frame through August 31, 2021. The rent under the Lease for June 2021, July 2021, and August 2021 was $48,960 or $16,320 per month. At the end of the three (3) month time frame, a new lease for the space at 130 South Arthur, Spokane Washington will be entered into between County and Ulupalakua Ranch, Inc. ("New Lease"). The New Lease will be for the same space as under the Lease. The term of the New Lease will be twenty-one months from September 1, 2021 through May 31, 2023. The rent under the New Lease will be $21,833 per month. The PARTIES desire to equally split the rent under the Lease for June 2021, July 2021 and August 2021, as well as equally split the rent under the New Lease for September 1, 2021 through May 31, 2023; and

WHEREAS, the County, City and SAWDC desire to reduce to writing their understanding regarding their respective financial obligations to equally split the rent under the Lease for June 2021, July 2021 and August 2021, equally split the rent under the New Lease for September 1, 2021 through May 31, 2023 and other matters related to the New Lease.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6), RCW 36.01.030 and 29 USC § 3102 et seq., that either the chair of the Board or the Board be and are hereby authorized to execute that document entitled "*INTERLOCAL AGREEMENT AMONG SPOKANE COUNTY, CITY OF SPOKANE AND SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL REGARDING THE LEASE OF SPACE FOR THE RESOURCE CENTER OF SPOKANE COUNTY*" pursuant to which the County, City and SAWDC will reduce to writing their understandings regarding their respective financial obligations to equally split the rent under the Lease identified above for June 2021, July 2021 and August 2021, equally split the rent under the New Lease identified above for September 1, 2021 through May 31, 2023, and other matters related to the New Lease.

PASSED AND ADOPTED this 31st day of August, 2021.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

JOSH KERNS, Chair

MARY L. KUNEY, Vice-Chair

AL FRENCH, Commissioner

ATTEST:

Ginna Vasquez, Clerk of the Board

INTERLOCAL AGREEMENT AMONG SPOKANE COUNTY, CITY OF SPOKANE AND SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL REGARDING THE LEASE OF SPACE FOR THE RESOURCE CENTER OF SPOKANE COUNTY

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into among Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "**COUNTY**", the City of Spokane, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "**CITY**", and Spokane Area Workforce Development Council, a non-profit corporation of the State of Washington having offices for the transaction of business at 140 S. Arthur Street, Suite 300A, Spokane, Washington 99202, hereinafter referred to as "**SAWDC**", each individually referred to as a PARTY and jointly referred to along with the COUNTY and CITY as the PARTIES. The PARTIES agree as follows:

SECTION 1. RECITALS AND FINDINGS

(A) Pursuant to chapter 39.34 RCW (Interlocal Cooperation Act), the PARTIES may contract with each other to perform certain functions which each may legally perform.

(B) Pursuant to the provisions of RCW 36.32.120(6), COUNTY has the care of Spokane County property and the management of Spokane County funds and business and in this capacity, can participate in programs providing a range of services that meet the needs of Spokane County residents to help stabilize their living situations and enter a path of economic self-sufficiency that leverages the strong connection to the workforce system.

(C) Pursuant to the provisions of 29 USC § 3102 et seq., Congress of the United States enacted the Workforce Innovation and Opportunity Act ("WIOA") on July 22, 2014 to help job seekers access employment, education, training and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. The WIOA superseded the Workforce Investment Act of 1998 ("WIA"). The COUNTY and CITY formed the SAWDC to receive federal dollars and implement the WIA and its successor the WIOA.

(D) The CITY to further its responsibilities under the WIOA entered into a lease of certain space located at 130 South Arthur, Spokane, Washington with Ulupalakua Ranch, Inc., ("Lease") wherein SAWDC operates a Spokane County Resource Center which brings together various service providers providing a range of services that meet Spokane County residents' needs to help stabilize their living situations and enter paths toward economic self-sufficiency. The Lease between the CITY and Ulupalakua Ranch, Inc. expired on May 31, 2021. It was extended for an additional three (3) month time frame through August 31, 2021. The rent under the Lease for June 2021, July 2021, and August 2021 was $48,960 or $16,320 per month. At the end of the three (3) month time frame, a new lease for the space at 130 South Arthur will be entered into between COUNTY and Ulupalakua Ranch, Inc. ("New Lease"). The New Lease will be for the same space as under the Lease. The term of the New Lease will be twenty-one months from September 1, 2021 through May 31, 2023. The rent under the New Lease will be $261,966 annually or $$21,833 per month. The PARTIES desire to equally split the rent under the Lease for June 2021, July 2021 and August 2021, as well as equally split the rent under the New Lease for September 1, 2021 through May 31, 2023.

SECTION 2. PURPOSE

The purpose of this Agreement is to reduce to writing the PARTIES' understanding regarding their respective financial obligations to equally split the rent under the Lease for June 2021, July 2021 and August 2021 as well as equally split the rent under the New Lease for September 1, 2021 through May 31, 2023.

The rent under the Lease for June 2021, July 2021 and August 2021 is $16,320 per month for a total of $48,960. Each PARTY will pay 1/3 of the total amount of $48,960 or $16,320 each.

The rent under the New Lease for the term of September 1, 2021 through May 31, 2023 will be $21,833 per month for a total of $458,493. Each PARTY will pay 1/3 of the total amount of $458,493 or $152,831 each. Provided, however in the event the total amount of rent under the New Lease for the term of September 1, 2021 through May 31, 2023 exceeds $21,833 per month for a total of$458,493, the PARTIES agree that the amount each PARTY pays will be adjusted in the last quarterly payment so the total rent for the entire term is split equally among the PARTIES.

SECTION 3. **DURATION AND TERMINATION**

This Agreement shall commence upon execution of the Agreement by the PARTIES and shall terminate at the end of the New Lease. Provided, however, if the New Lease is extended by the COUNTY, SAWDC will be fully and solely responsible for the rent amounts as they become owing and due. COUNTY will advise SAWDC prior to March 1, 2023 of its desire to extend the New Lease subject to agreement with Ulupalakua Ranch, Inc., the term of the extension, and the monthly rent amount. SAWDC shall advise the COUNTY on or before April 1, 2023 if it can assume the sole responsibility for the rent amounts under the extended New Lease.

The CITY's participation or involvement in an extended New Lease shall require the CITY's written agreement.

Once this Agreement is executed it cannot be terminated by any PARTY nor can any PARTY withdraw.

SECTION 4. **RESPONSIBILITIES OF THE PARTIES**

(A.) **COUNTY RESPONSIBILITIES**:

The COUNTY will execute a New Lease for the same space and under substantially the same terms and conditions as identified in the Lease between CITY and Ulupalakua Ranch, Inc, consisting of approximately 20,116 rentable square feet located at 130 South Arthur, Spokane, Washington. The New Lease will be for a twenty-one (21) month term commencing September 1, 2021 and terminating May 31, 2023. The rent under the New Lease for the term of September 1, 2021 through May 31, 2023 will be $21,833 per month for a total of $458,493.

The COUNTY will pay all rent owing and due under the New Lease. The rent under the New Lease is due at the beginning of the month for each month. The COUNTY at the end of each three (3) month term of the New Lease will bill the CITY and SADC their proportionate share of the rent for that three (3) month time frame. The CITY and SAWDC shall reimburse the COUNTY their proportionate share of the rent for that three (3) month time frame within thirty (30) calendar days of billing. Billing statements shall be send via e-mail to the PARTIES' representatives set forth below. For example, for the time frame from September 1, 2021 through November 30, 2021, COUNTY will pay the monthly rent under the New Lease of $21,833 per month for a total rental payment of $65,499. At the end of November 2021, COUNTY will bill CITY and SAWDC one-third (1/3) of this amount or $21,833 each. City and SAWDC shall pay the COUNTY this amount within thirty (30) days of billing.

(B.) **CITY'S RESPONSIBILITIES**:

The CITY will pay all rent owing and due under the Lease for the months of June 2021, July 2021 and August 2021. The rent is due at the beginning of the month for the month. The rent under the Lease for June 2021, July 2021 and August 2021 is $16,320 per month for a total of $48,960. At the end of the three- month time frame, the CITY will divide the total monthly rental payment due under the Lease by three (3) and bill to COUNTY and SAWDC their proportionate share. The COUNTY and SAWDC shall reimburse the CITY their

proportionate share within thirty (30) days of billing. Billing statements shall be send via e-mail to the PARTIES' representatives set forth below. For example, for the time frame of June 1, 2021 through August 1, 2021, CITY will pay the monthly rent under the Lease of $16,320 per month for a total rental payment of $48,960. At the end of August 2021, CITY will bill COUNTY and SAWDC one-third of this amount or $16,320 each.

(C.) **SAWDC'S RESPONSIBILITIES:**

In addition to the responsibilities in (A.) and (B.) above, SAWDC will also be responsible for operating theResource Center of Spokane County in the space identified in the Lease and New Lease and programming the space for the purpose of bringing together various service providers providing a range of services that meet Spokane County residents' needs to help stabilize their living situations and enter paths toward economic self-sufficiency. All prior agreements, arrangements, memorandums of understanding or other arrangements the CITY has or may have had with any of the service providers located at the Resource Center of Spokane County are void or otherwise superseded by the SAWDC'S operation of the Resource Center of Spokane County upon this Agreement being fully executed by the PARTIES.

To the extent the New Lease allows the COUNTY to sublease, and subject to any Landlord approval required in conjunction therewith, the COUNTY will entertain a request by SAWDC to sublease any of the space which is the subject of the New Lease. Any sublease revenues will be applied to the rental payment obligation of the COUNTY under the New Lease. As such each Party will have its 1/3 obligation for rental payments under the New Lease reduced by 1/3 of any revenues received from a sublessee.

SAWDC shall be responsible for executing the Subtenant Rider attached to the New Lease and complying with all provisions within the Subtenant Rider. A copy the New Lease to include Subtenant Rider is Attached hereto as Attachment "A".

Additionally, SAWDC in conjunction with operating the Resource Center of Spokane County in the space identified in the New Lease, at its sole cost and expense, and for the mutual benefit of COUNTY and SAWDC, shall carry and maintain:

(a) Property insurance covering all personal property located on the space identified in the New Lease.

(b) General Liability Insurance, including property damage, insuring COUNTY and SAWDC against liability for injury to persons or property occurring in or about the space identified in the New Lease or arising out of the maintenance, use or occupancy thereof. The liability limit under such insurance shall not be less than $2,000,000.00 per occurrence, which includes general aggregate, products, completed operation and fire damage. The policy shall be endorsed and the certificate of insurance shall reflect that the County of Spokane is an additional named insured on SAWDC's general liability policy with respect to activities under the operation of the Resource Center of Spokane County in the space identified in the New Lease. SAWDC's insurer shall have a minimum A.M. Best's rating of A-VII and shall be authorized to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent and any required endorsement(s). Proof of insurance must be forwarded to the COUNTY annually. The certificate shall reflect that the COUNTY is a named Certificate Holder on SAWDC'S general liability policy with respect to obligations to operate the Resource Center of Spokane County in the space identified in the New Lease. The insurance afforded therein shall be primary insurance any insurance or self-insurance carried by the SAWDC shall be excess and not

contributory insurance to that provided by the SAWDC. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY.

Failure of the SAWDC to fully comply with the insurance requirements set forth herein, during the term of the their operation of the Resource Center in the space identified in the New Lease, or any renewal or extension thereof, shall be considered a material breach of their responsibility herein and in such instance, the COUNTY may acquire the insurance provided for herein and bill the SAWDC the amount thereof which shall be paid by SAWDC within thirty (30) days of billing or in the alternative, COUNTY may terminate its financial participation provided for under this Agreement. The COUNTY's ability to terminate its financial participation in this Agreement under this provision shall supersede any provision to the contrary in this Agreement.

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SAWDC shall defend, indemnify, and hold COUNTY harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of SAWDC or any occupants it allows to use the space identified in the New Lease to include the occupant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees arising from any breach of SAWDC's operation of the Resource Center of Spokane County in the space identified in the New Lease. SAWDC shall use legal counsel reasonably acceptable to COUNTY in defense of any action within SAWDC's defense obligation.

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Notices with respect to billing statements addressed in Section 4 shall be sent via email to:

COUNTY:	Gary Petrovich Chief Budget Officer gpetrovich@spokanecounty.org
CITY:	Tonya Wallace Chief Financial Officer twallace@city.org
SAWDC	Mark Mattke Chief Executive Officer mmattke@spokaneworkforce.org

SECTION 6. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

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The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of the other party for any purpose.

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This Agreement may be modified in writing by mutual written agreement of the PARTIES.

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Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the PARTIES cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

Each party shall have the right to designate one person each to act as an arbitrator. The three selected arbitrators shall then jointly select a fourth arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW. The costs of the arbitration panel shall be equally split between the PARTIES.

SECTION 10. VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION 11. SEVERABILITY

In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

SECTION 12. RECORDS

All public records prepared, owned, used or retained by either PARTY in conjunction with meeting its responsibilities under this Agreement shall be made available to the other PARTY upon written request subject to the attorney client and attorney work product privileges set forth in statute, court rule or case law.

SECTION 13. COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION 14. WAIVER

No officer, employee, agent or otherwise of any PARTY, has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and constructed as cumulative, that is, in addition to every other remedy provided herein or by law.

SECTION 15. TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case any PARTY fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the affected PARTY may, at its election, hold the other party liable for all costs and damages caused by such delay.

SECTION 16. EXECUTION AND APPROVAL

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

SECTION 17. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION 18. ASSIGNMENT

This Agreement shall not be assigned, sublet, pledged, conveyed, sold, transferred, or otherwise disposed of in whole or in part without the express written consent of the PARTIES.

SECTION 19. HEADINGS

The article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way, do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the articles to which they appertain.

SECTION 20. ANTI-KICKBACK

No officer or employee of any PARTY, 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 21. RCW 39.34 REQUIRED CLAUSES

(A.) **PURPOSE**: See Section 2 above.

(B.) **DURATION**: See Section 3 above.

(C.) **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS**: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

(D.) **RESPONSIBILITIES OF THE PARTIES**: See provisions above.

(E.) **AGREEMENT TO BE FILED**: The PARTIES shall file this Agreement as provided in RCW 39.34.040

(F.) **FINANCING**: Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process as set forth herein.

(G.) **TERMINATION**: See Section 3 above.

(H.) **PROPERTY UPON TERMINATION**: Title to all property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring PARTY upon termination of the Agreement.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the date and year opposite their respective signatures.

SPOKANE COUNTY

DATED: 8.31.2021

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

JOSH KERNS, CHAIR

MARY L. KUNEY, VICE-CHAIR

AL FRENCH, COMMISSIONER

ATTEST:

Ginna Vasquez, Clerk of the Board

DATED: _____

CITY OF SPOKANE

By: _____

Attest:

Title: _____

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

DATED: _____

SAWDC

By: _____

Title: _____

From:	Steele, David
To:	Blain, Amie
Cc:	Wallace, Tonya
Subject:	FW: (Revised Tracked Changes) EnvisionILAPiccolo8-31-21Final
Date:	Tuesday, September 7, 2021 11:38:58 AM
Attachments:	Envision ILA Final (8-31-21).docx image001.jpg

Hi Amie,

I believe we are ready to go to council on this…. We hit committee a while back now.

Thank you,

Dave Steele | Real Estate Manager

City of Spokane Facilities Department

dsteele@spokanecity.org
509-625-6064

From: Piccolo, Mike <mpiccolo@spokanecity.org>
Sent: Tuesday, August 31, 2021 10:20 AM
To: Wallace, Tonya <twallace@spokanecity.org>; Steele, David <dsteele@spokanecity.org>
Cc: Ormsby, Michael <mormsby@spokanecity.org>
Subject: FW: (Revised Tracked Changes) EnvisionILAPiccolo8-31-21Final

Tonya and Dave,

Jim Emacio just sent an updated version with a change to the terminology as explained below. Nothing of substance. Please use this version when filing the agenda sheet. The County is still schedule to approve this ILA and lease this afternoon.

Mike P

Michael J. Piccolo
Assistant City Attorney

NOTICE: This communication may contain privileged or other confidential information. If you are not the intended recipient, or believe that you have received this communication in error, please do not print, copy, retransmit, disseminate, or otherwise use the information. Also, please indicate to the sender that you have

received this email in error, and delete the copy you received. Thank you.

From: Emacio, James <JEmacio@spokanecounty.org>
Sent: Tuesday, August 31, 2021 10:06 AM
To: Piccolo, Mike <mpiccolo@spokanecity.org>; mmattke@spokaneworkforce.org; Dawn Karber <dkarber@spokaneworkforce.org>
Cc: Vasquez, Ginna <GVASQUEZ@spokanecounty.org>
Subject: FW: (Revised Tracked Changes) EnvisionILAPiccolo8-31-21Final

[CAUTION - EXTERNAL EMAIL - Verify Sender]

All:

I was asked to change the terminology "Resource Center" to "Resource Center of Spokane County".

The BOCC will sign the attached document with the "tracked" changes adopted this afternoon at its 2:00 p.m. Consent Agenda.

Can I ask that each of you use this version with the "tracked" changes adopted for signature by your respective client/entity.

And thanks.

Jim

From: Vasquez, Ginna
Sent: Tuesday, August 31, 2021 9:31 AM
To: Emacio, James <JEmacio@spokanecounty.org>
Subject: (Revised Tracked Changes) EnvisionILAPiccolo8-31-21Final

Use this version

Agenda Sheet for City Council Meeting of: 11/29/2021		Date Rec'd	11/18/2021
		Clerk's File #	OPR 2021-0696
		Renews #	
Submitting Dept	NEIGHBORHOOD, HOUSING & HUMAN SERVICES	Cross Ref #	
Contact Name/Phone	MARGARET HINSON 6056	Project #	
Contact E-Mail	MHINSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	1680 - COMMERCE RENTAL ASSISTANCE PROGRAM (T-RAP) 2.0 AWARD		

Agenda Wording

CHHS is requesting permission to award $10,276,895 in T-RAP 2.0 funds from the WA State Dept. of Commerce (Commerce) to Geocko, Inc. dba LiveStories.

Summary (Background)

These funds are part of the U.S. Department of Treasury $46 billion response to the COVID-19 pandemic passed through Washington State Dept. of Commerce. These funds are intended to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs. The CHHS Evaluation and Review Committee met on November 2, 2021 and reviewed the rent assistance program performance and recommended allocating the award to LiveStories.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 10,540,405	# 1760-95599-51040-54201-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	DAVIS, KIRSTIN	Study Session\Other	11/8/2021 Urban Experience Committee
Division Director	DAVIS, KIRSTIN	Council Sponsor	Betsy Wilkerson
Finance	WALLACE, TONYA	Distribution List	
Legal	PICCOLO, MIKE	kdavis@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mhinson@spokanecity.org	
Additional Approvals		efinch@spokanecity.org	
Purchasing		kclifton@spokanecity.org	
GRANTS, CONTRACTS & PURCHASING	BROWN, SKYLER		

Briefing Paper
Public Infrastructure, Environment, & Sustainability Committee

Division & Department:	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
Subject:	Commerce Rental Assistance Program (T-RAP) 2.0 Award
Date:	11/17/2021
Author (email & phone):	Margaret Hinson (mhinson@spokanecity.org 509-867-8539)
City Council Sponsor:	Betsy Wilkerson
Executive Sponsor:	Kirstin Davis
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	☐ ☐ ☐
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
Strategic Initiative:	Safe & Healthy / Reduce Homelessness
Deadline:	The grant has a start date of October 1, 2021 and the grant expires on September 30, 2025.
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to award $10,276,895 in T-RAP 2.0 funds from the WA State Dept. of Commerce (Commerce) to Geocko, Inc. dba LiveStories.

Background/History: These funds are part of the U.S. Department of Treasury $46 billion response to the COVID-19 pandemic passed through Washington State Dept. of Commerce. These funds are intended to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs.

Executive Summary:

The CHHS Evaluation and Review Committee provided funding recommendations for the initial T-RAP 1.0 award of $9.2mm in June 2021. The Committee was asked to participate in a similar process for the T-RAP 2.0 award allocated to the City in October 2021.

The CHHS Evaluation and Review Committee met on November 2, 2021 and reviewed the rent assistance program performance. Based on subgrantee performance between June 1, 2021-October 31st, including total rent assistance distributed and community partnerships developed, the Committee recommended allocating $10,276,895 award to LiveStories.

CHHS RFP & Evaluation Committee Recommendation:

Due to the end of eviction moratorium and ongoing needs of community the CHHS board recommends that no new RFP's be issued and that the $10.1 million award from Department of Commerce rental assistance funds be fully distributed to Live Stories. We recognize that Family Promise has had an issue with capacity and if they would like additional funding they can reach out to Live Stories.

Their recommendation was approved by the CHHS Board.

Total award: $10,540,405
City Admin: $263,510 (2.5%)
LiveStories Award: $10,276,895

Households must meet the three federally required initial screening criteria:

- Income at or below 80% of Area Median Income (AMI).
- Experiencing a financial hardship directly or indirectly *during* the COVID-19 outbreak that threatens the household's ability to pay the costs of the rental property when due.
- At risk of experiencing homelessness or housing instability.

The following households must be prioritized:

- Income at or below 50% AMI.
- Households with one or more individuals who are unemployed and have been unemployed for 90 days before application date.

Budget Impact:

Approved in current year budget? ☐ Yes ■ No

Annual/Reoccurring expenditure? ☐ Yes ■ No

If new, specify funding source: U.S. Treasury Department passed through WA Dept. of Commerce

Other budget impacts: N/A

Operations Impact:

Consistent with current operations/policy? ■ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ■ No

Specify changes required: None.

Known challenges/barriers: None.

AGREEMENT BETWEEN

CITY OF SPOKANE ("CITY") AND GEOCKO INC, d.b.a. LIVESTORIES ("GRANTEE") IN CONJUNCTION WITH THE 2021 TREASURY RENT ASSISTANCE PROGRAM ("T-RAP2")

1. Grantee Geocko Inc, d.b.a. LiveStories 1904 Third Avenue, Suite 100 Seattle, Washington 98101	**2.Contract Amount** $ 10,276,895	**3. Tax ID#** 45-4960283 **4. DUNS#** 078785488

5. Grantee's Program Representative Adnan Mahmud, CEO 1904 E. 3rd Ave, Suite 100 Seattle, WA 98101 323-599-2591 adnan@livestories.com	**6. City's Program Representative** Margaret Hinson, COVID Program Manager 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201 509-625-6056 mhinson@spokanecity.org
7. Grantee's Financial Representative Adnan Mahmud, CEO 1904 E. 3rd Ave, Suite 100 Seattle, WA 98101 323-599-2591 adnan@livestories.com	**8. City's Contract Representative** Kelsey Martin, COVID Program Specialist 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201 509-625-6329 kmartin@spokanecity.org

9. Grantor Award # 21-4616C-133	**10. Start Date** 10/01/2021	**11. End Date** 09/30/2025

12. Federal Funds Emergency Rental Assistance Program	**CFDA #** 21.023	**Federal Agency** U.S. Department of the Treasury ("Treasury")

13. Total Federal Award $ $10,540,405.00	**14. Award Date** 10/1/2021	**15. Research & Development?** No	**16. Indirect Cost Rate** N/A

17. Grantee Selection Process: **(check all that apply or qualify)** **[ ] Sole Source** **[ ] A/E Services** **[X] Competitive Bidding/RFP** **[ ] Pre-approved by Funder**	**18. Grantee Type: (check all that apply)** **[ ] Private Organization/Individual** **[ ] Public Organization/Jurisdiction** **[ ] CONTRACTOR** **[X] SUBRECIPIENT** **[ ] Non-Profit [X] For-Profit**

19. Grant Purpose: To prevent evictions by paying past due and future rent, and past due utilities while targeting limited resources to those with the greatest needs and distributing funds equitably.

This Agreement is subject to requirements set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) and to applicable uniform administrative requirements as described in 2 CFR 200, as applicable.

20. CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Terms and Conditions, (2) GRANTEE's Emergency Rent Assistance Application for Funding, (3) Public Services Programs Project Monitoring Guide for Sub-Recipients, (4) CITY's Grantee Award Terms for T-RAP2, (5) Washington State Department of Commerce Guidelines for the Treasury Rent Assistance Program, (6) Attachment "A" - Debarment Certification, (7) Attachment "B" - Grantee Billing Form, and (8) Attachment "C" - Monthly Report Form.

(FACE SHEET)

TERMS AND CONDITIONS

SECTION NO. 1: SCOPE OF SERVICE

A. ACTIVITIES.

The GRANTEE will be responsible for administering a Treasury Rent Assistance Program ("Program") in a manner satisfactory to the CITY, and in accordance with the GRANTEE's Emergency Rent Assistance Application for Funding, the Washington State Department of Commerce Guidelines for the Treasury Rent Assistance Program (incorporated herein by reference), and consistent with any standards required as a condition of providing these funds. The CITY and GRANTEE are hereinafter jointly referenced as the "PARTIES", and individually a "PARTY". Such Program will include the following activities eligible under the Treasury Rent Assistance Program ("T-RAP2"):

1) Program Delivery.

GRANTEE shall administer and distribute T-RAP2 assistance to eligible households residing in the City of Spokane, Washington. The GRANTEE shall ensure equity in Program access and provide assistance online, by telephone, and in-person, as necessary. The percentage of households provided T-RAP2 assistance shall equal or exceed the proportion to the population living in poverty in Spokane County as listed below:

- Twenty-three percent (23%) People of Color (includes Black or African American, American Indian and Alaskan Native or other Pacific Islander, Hispanic/Latinx, Asian, Other/Multi-Racial)
- Three percent (3%) Black or African American
- Three percent (3%) American Indian and Alaska Native
- Eight percent (8%) Hispanic/Latinx

Additionally, ten percent (10%) of households served must be youth or young adult-headed households. Youth and young adults include persons eighteen (18) to twenty-four (24) years of age as well as emancipated sixteen (16) and seventeen (17) year old persons.

The GRANTEE is required to ensure applicants with disabilities and applicants with limited English proficiency have access to vital information and are responsible for ensuring meaningful language assistance services. This requirement can be fulfilled using in-person interpretation, spoken and sign language, or remote interpretation using telephone or video. Language interpretation costs are an eligible use of grant funds.

GRANTEE shall sub-contract with By and For organizations to support equitable access to the Program.

2) Participant Eligibility.

The GRANTEE shall ensure that T-RAP2 assisted households meet all three of the following eligibility criteria required by Washington State Department of Commerce ("Commerce"):

- Households qualify for unemployment, have had a reduction in income, incurred significant costs, or experienced financial hardships due to COVID-19;
- Demonstrate a risk of experiencing homelessness or housing instability; and
- Have a median household income at or below eighty percent (80%) of the Area Median Income ("AMI").

GRANTEE shall prioritize households with members that have been unemployed the previous ninety (90) days prior to application or with a household member that is at or below fifty percent (50%) AMI.

3) General Administration.

GRANTEE shall provide general administrative services related to the planning and execution of all Treasury Rent Assistance Program activities, including general management, oversight, and coordination and training on Commerce requirements to ensure that specified activities are provided and performance outcomes are achieved.

B. PERFORMANCE MONITORING.

The CITY will monitor the performance of the GRANTEE on a risk-based approach against the goals and performance measures provided above, timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this Agreement in accordance with the Public Services Programs Project Monitoring Guide for Sub-Recipients. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

SECTION NO. 2: PERIOD OF PERFORMANCE

The term of this Agreement shall commence as of the date on the FACE SHEET and shall terminate on the date on the FACE SHEET, unless terminated sooner upon mutual agreement of the PARTIES or upon termination of the CITY's Treasury Rent Assistance Program as funded by Commerce. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the GRANTEE remains in control of T-RAP2 funds or other T-RAP2 assets, including program income.

SECTION NO. 3: BUDGET

Category	Amount
Rent & Utility Assistance	$ 7,644,221
Operations	$ 1,367,340
Administration	$ 1,265,334
TOTAL	$ 10,276,895

Any indirect costs charged must be consistent with 2 CFR 200 and its Appendix IX and applied using the rate and basis specified on the FACE SHEET. In addition, the CITY may require a more detailed budget breakdown than the one contained herein, and the GRANTEE shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the CITY.

Any amendments to the budget must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph G of this Agreement.

SECTION NO. 4: PAYMENT

CITY shall pay GRANTEE an amount not to exceed the amount set forth on the FACE SHEET of this Agreement for all things necessary for, or incidental to the performance of Services as set forth in Section No. 1 of this Agreement.

The CITY shall pay the GRANTEE an advance payment of up to ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) upon execution of this Agreement. Further payments shall not be requested by GRANTEE until this advance payment has been fully spent. GRANTEE shall report on drawdowns as outlined below in Section No. 8 (C), paragraph 4.

GRANTEE's payment for Services set forth in Section No. 1 of this Agreement shall be in accordance with the terms and conditions set forth in the budget as outlined in Section No. 3 of this Agreement, as well as in accordance with the performance requirements. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate in order to account for any future fiscal limitations affecting the CITY.

SECTION NO. 5: NOTICES

A. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be

addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

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

SECTION NO. 6: SPECIAL CONDITIONS

The GRANTEE shall send essential staff to all mandatory Commerce / CITY training and information meetings.

The GRANTEE shall not subaward any funds included in this Agreement without prior written permission from the CITY. The GRANTEE shall submit a copy of all subaward contracts to the CITY's Contract Representative withing fifteen (15) days of the final signature.

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

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each PARTY can review and provide input or other responses to the draft communication.

SECTION NO. 7: GENERAL CONDITIONS

A. GENERAL COMPLIANCE.
The GRANTEE agrees to comply with the requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Commerce may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Commerce. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. The GRANTEE also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "INDEPENDENT CONTRACTOR".
Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment

of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor.

C. HOLD HARMLESS.

The GRANTEE shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the GRANTEE's performance or nonperformance of the services or subject matter called for in this Agreement.

D. INSURANCE AND BONDING.

During the term of the Agreement, the GRANTEE shall maintain in force at its own expense, the following types and amounts of insurance:

1) General Liability Insurance on an occurrence basis with a combined single limit of not less than $1,000,000 each occurrence for Bodily Injury and Property Damage. Supplemental umbrella insurance coverage combined with the General Liability Insurance of not less than $1,000,000 each occurrence for Bodily Injury and Property Damage is also acceptable. It shall provide that the CITY, its agents, officers and employees are Additional Insureds but only with respect to the GRANTEE's services to be provided under this Agreement; and

2) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the GRANTEE or its insurer(s) to the CITY. As evidence of the insurance coverages required by this Agreement, the GRANTEE shall furnish an acceptable insurance certificate to the CITY at the time the GRANTEE returns the signed Agreement.

The GRANTEE shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

E. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the

GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

F. AMENDMENTS/MODIFICATION.

The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ninety (90) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this Agreement shall be denied unless an extenuating circumstance exists which will be reviewed on a case by case basis**. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 3 of this Agreement.

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

G. SUSPENSION OR TERMINATION.

1) In accordance with 2 CFR 200.338 and 200.339, the CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

   a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Commerce guidelines, policies or directives as may become applicable at any time;

   b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement;

   c. Ineffective or improper use of funds provided under this Agreement; or

   d. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

2) In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial

termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

3) If the Agreement is terminated or partially terminated, both the CITY and GRANTEE remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities. In addition, CITY shall report any terminations for the GRANTEE's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) as required under 2 CFR 200.340.

H. BUSINESS REGISTRATION REQUIREMENT.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the CITY without first having obtained a valid annual business registration. The GRANTEE shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the GRANTEE 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.

I. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

The GRANTEE shall comply with the requirements of the Federal Funding Accountability and Transparency Act of 2006.

SECTION NO. 8: ADMINISTRATIVE REQUIREMENTS

A. FINANCIAL MANAGEMENT.

1) Accounting Standards

The GRANTEE agrees to comply with 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP).

2) Cost Principles

The GRANTEE shall administer its program in conformance with 2 CFR 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records required by the Federal regulations specified in 2 CFR 200 Subpart D, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records required to determine the eligibility of activities;

c. Financial records as required;

d. Program participant records and services provided;

e. Other records necessary to document compliance.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of five (5) years. The retention period begins after all funds have been expended or returned to Commerce. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3) Client Data

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

4) Disclosure

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

i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;

ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and

iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and

"Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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 CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

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

d. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.

e. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Close-outs

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

6) Audits & Inspections

All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, Commerce or its agent, or other authorized Federal officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE that expends $750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200 Subpart F. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those GRANTEEs expending less than $750,000 in Federal funds. GRANTEE's requirement to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS) or; Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

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

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

The GRANTEE shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records in the same manner. The CITY has the right to audit the finances of the GRANTEE to ensure that actual expenditures remain consistent with the spirit and intent of this Agreement.

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

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

C. REPORTING AND PAYMENT PROCEDURES.

1) Program Income
Program income will not be generated by Program activities.

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

3) Payment Procedures

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment B and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

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

a. Reimbursement Requests:

The GRANTEE shall submit invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail), and complete support documentation. The support documentation shall include copies of receipts, time and effort tracking, and proof of payment.

b. Payment:

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

i. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.

ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.

iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

4) Activity Reports

The GRANTEE shall submit monthly reports to the CITY by the 3rd day of each month for the activities completed the previous month. These reports shall be in the form and content as required by the CITY herein as Attachment C. In conjunction with the Monthly Report, GRANTEE shall submit a narrative description via electronic mail reporting on the status of funds drawn that includes, but is not limited to, the following: 1) the amount of funds drawn down in the previous month; 2) the current amount of funds on hand; and 3) the anticipated exhaustion rate and date of current funds on hand.

5) Inventory Reports

The GRANTEE shall provide an annual and close-out inventory report to the CITY, of any fixed assets with an initial cost exceeding $5,000 purchased or passed-through under this Agreement. The inventory report shall contain: the CFDA number of the grant which purchased the equipment and other award identification information, description of the property, serial or other identification number, who holds title, the acquisition date, cost of the property, percentage of federal participation in the costs, location, use and condition of the property, and any

ultimate disposition data, including the date of disposal and sale price of the property being tracked. The annual report shall be provided within thirty (30) days of the end of the fiscal year of the GRANTEE during the performance period and the close-out inventory report shall be provided within fifteen (15) days of the end of the term of this Agreement.

D. PROCUREMENT.

1) Compliance
GRANTEE shall maintain and follow procurement policies and procedures in accordance with 2 CFR 200 Subpart D, for all purchases funded by Federal funds under this Agreement.

GRANTEE and Subgrantees must receive prior approval from CITY for using funds from this Grant to enter into a sole source contract or a Grant where only one bid or proposal is received when value of the purchase or grant is expected to exceed $5,000.

Prior approval requests shall include a copy of the proposed contract and any related procurement documents and justification for non-competitive procurement, if applicable.

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

E. USE AND REVERSION OF ASSETS.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200, which include but are not limited to the following:

1) The GRANTEE shall transfer to the CITY any Commerce funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

SECTION NO. 9: PERSONNEL AND PARTICIPANT CONDITIONS

A. CIVIL RIGHTS.

1) Compliance
The GRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order

11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

The GRANTEE shall also comply with the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule (Equal Access Rule) as provided under 77 FR 5662.

2) Nondiscrimination

The GRANTEE agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

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

Discrimination shall not include GRANTEE's selection of certain individuals to serve as Board members or managers on the basis of membership in a protected class provided that the selection is based on a bona fide occupational qualification.

3) Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352). In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the GRANTEE shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The GRANTEE, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4) Section 504

The GRANTEE agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The CITY shall provide the GRANTEE with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. AFFIRMATIVE ACTION.

1) Approved Plan

The GRANTEE agrees that it shall be committed to carry out an Affirmative Action Program in accordance with President's Executive Order 11246.

2) Women- and Minority-Owned Businesses (W/MBE)

The GRANTEE will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are: Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The GRANTEE may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) Access to Records

The GRANTEE shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, Commerce or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4) Notifications

The GRANTEE will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the GRANTEE's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that it is an Equal Opportunity or Affirmative Action employer.

6) Subcontract Provisions

The GRANTEE will include the provisions of Section No. 10 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

C. EMPLOYMENT RESTRICTIONS

1) Prohibited Activity

The GRANTEE is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. CONDUCT.

1) Assignability

The GRANTEE shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the GRANTEE from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

2) Subcontracts

a. Approvals

The GRANTEE shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.

b. Monitoring

The GRANTEE will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The GRANTEE shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The GRANTEE shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis, in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

3) Hatch Act

The GRANTEE agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4) Conflict of Interest

The GRANTEE agrees to abide by the provisions of 2 CFR 200.112, which include (but are not limited to) the following:

a. The GRANTEE shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the GRANTEE shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to Commerce-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the Commerce-assisted activity, or with respect to the proceeds from the Commerce-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the GRANTEE, or any designated public agency.

d. GRANTEE shall disclose in writing any potential conflict of interest to the CITY in a timely manner.

5) Lobbying

The GRANTEE hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete

and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) [below] of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6) Copyright
If this Agreement results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

SECTION NO. 10: SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION NO. 11: SECTION HEADINGS AND SUBHEADINGS

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

SECTION NO. 12: WAIVER

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

SECTION NO. 13: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

GEOCKO INC, d.b.a. LIVESTORIES	CITY OF SPOKANE
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Agenda Sheet for City Council Meeting of: 11/29/2021		**Date Rec'd**	1/13/2021
		Clerk's File #	CPR 2021-0002
		Renews #	
Submitting Dept	ACCOUNTING	**Cross Ref #**	
Contact Name/Phone	LEONARD DAVIS 625-6028	**Project #**	
Contact E-Mail	LDAVIS@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Claim Item	**Requisition #**	
Agenda Item Name	5600-CLAIMS-2021		

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 11/19/2021. Total:$12,578,442.12 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:$10,887,645.32

Summary (Background)

Pages 1-37 Check numbers: 582698- 582830 ACH payment numbers: 96609- 96842 On file for review in City Clerks Office: 37 Page listing of Claims Note:

Lease? NO Grant related? Public Works? NO

Fiscal Impact		**Budget Account**
Expense	**$** 10,887,645.32	**#** Various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	MURRAY, MICHELLE	**Study Session\Other**	
Division Director	WALLACE, TONYA	**Council Sponsor**	
Finance	MURRAY, MICHELLE	**Distribution List**	
Legal	PICCOLO, MIKE		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	958,130.50
1100	STREET FUND	237,731.51
1200	CODE ENFORCEMENT FUND	8,241.73
1300	LIBRARY FUND	33,982.71
1380	TRAFFIC CALMING MEASURES	88,016.41
1400	PARKS AND RECREATION FUND	50,626.70
1460	PARKING METER REVENUE FUND	23,471.48
1570	INTERMODAL FACILITY OPERATION	19,413.75
1620	PUBLIC SAFETY & JUDICIAL GRANT	34,686.73
1625	PUBLIC SAFETY PERSONNEL FUND	9,977.79
1630	COMBINED COMMUNICATIONS CENTER	14,053.57
1640	COMMUNICATIONS BLDG M&O FUND	4,171.99
1680	CD/HS OPERATIONS	6,840.58
1780	RENTAL REHABILITATION FUND	2,784.38
1910	CRIMINAL JUSTICE ASSISTANCE FD	23,279.94
1970	FIRE/EMS FUND	319,586.63
1990	TRANSPORTATION BENEFIT FUND	424,547.27
3365	2018 UTGO LIBRARY CAPITAL BOND	16,593.56
4100	WATER DIVISION	348,878.93
4250	INTEGRATED CAPITAL MANAGEMENT	1,070,853.01
4300	SEWER FUND	410,799.67
4480	SOLID WASTE FUND	675,647.53
4600	GOLF FUND	6,638.90
4700	DEVELOPMENT SVCS CENTER	46,090.16
5100	FLEET SERVICES FUND	191,332.57
5200	PUBLIC WORKS AND UTILITIES	10,028.34
5300	IT FUND	37,912.87
5310	IT CAPITAL REPLACEMENT FUND	15,679.04
5400	REPROGRAPHICS FUND	1,306.45
5500	PURCHASING & STORES FUND	5,034.05
5600	ACCOUNTING SERVICES	20,829.62
5700	MY SPOKANE	4,311.94
5750	OFFICE OF PERFORMANCE MGMT	4,604.77
5800	RISK MANAGEMENT FUND	17,591.50
5810	WORKERS' COMPENSATION FUND	9,808.65
5820	UNEMPLOYMENT COMPENSATION FUND	37.20
5830	EMPLOYEES BENEFITS FUND	1,230,044.24
5900	ASSET MANAGEMENT FUND OPS	43,469.92
5902	PROPERTY ACQUISITION POLICE	84,541.84
5903	PROPERTY ACQUISITION FIRE	10,206.17
6060	EMPLOYEES' RETIREMENT FUND	2,243.11
6070	FIREFIGHTERS' PENSION FUND	8,931.18
6080	POLICE PENSION FUND	12,129.23
6230	BUILDING CODE RECORDS MGMT	4,672.50
6250	MUNICIPAL COURT	63,700.71
6730	PARKING & BUSINESS IMPROV DIST	118,331.92
6960	SALARY CLEARING FUND NEW	2,942,391.40
	TOTAL:	9,674,184.65

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	65.59	24.97	
00582698	CASCADE ENGINEERING INC	242,192.64		
00582699	CENTURYLINK	465.86		
00582700	TESTAMERICA LABORATORIES INC	172.00		
00582701	DEAN COMMERCIAL INTERIORS IN	500.00		
00582702	J. HUGHES CONSTRUCTION INC	500.00		
00582703	PATRICK K MYERS	144.11		
00582704	RUBICON	500.00		
00582705	PATRICK STOOKEY	96.02		
00582706	ASHER ERNST	11,706.75		
00582707	HEIDI SPRAY	14,356.01		
00582708	CURTIS REILAND	55.09		
00582709	SAFETY KLEEN CORPORATION	730.30		
00582710	WA STATE DEPT OF REVENUE	194.33		
00582711	CENTURYLINK		419.22	
00582712	US POSTAL SERVICE		6,000.00	
00582714	CENTURYLINK	929.42		
00582715	DEVIN HANNAS	87.00		
00582716	MAINSTREAM ELECTRIC	30.00		
00582717	BRISTLECONE BUILDING LLC	400.00		
00582718	OK ELECTRIC	15.00		
00582719	WEST COAST WINDOW CLEANING	78.00		
00582720	WHITNEY WILKERSON	327.50		
00582721	INFRASOURCE SERVICES	500.00		
00582722	STEPHANIE POLLEY	323.69		
00582723	KAITLYN HANCOCK	119.66		
00582724	DEBRA GREEN	204.19		
00582725	THE ESTATE OF BEVERLY J NORD	161.52		
00582726	TIMBERWOLFF CONSTRUCTION INC	500.00		
00582727	DAVID HOWE	507.64		
00582728	KAREN BUSCH	696.46		
00582729	3 AMIGOS UNDERGROUND	1,451.99		
00582730	DARDAN ENTERPRISES TIM MEEKS	1,500.00		
00582731	WINGER CONTRACTING	500.00		
00582732	WOODSHED BAR & GRILL	343.20		
00582733	HEATHER SWIDERSKI	55.00		
00582734	PHOENIX PROTECTIVE CORP	139.00		
00582735	MULTICARE HEALTH SYSTEMS	382.50		
00582736	THOMAS OLIVER	355.50		
00582737	SPOKANE CITY TREASURER	780.00		
00582738	SPOKANE CITY TREASURER OR	497,717.20		
00582739	SPOKANE COUNTY PROSECUTING	970.72		
00582740	SPOKANE COUNTY LIBRARY	49,980.57		
00582741	SPOKANE REGIONAL CLEAN AIR	13,146.69		
00582742	SPRINT SOLUTIONS INC	126.72		
00582743	TORRE REFUSE & RECYCLING	68.08		
00582744	T-MOBILE	20.96		
00582745	UNITED PARCEL SERVICE	10.59		
00582746	VOLCANIC MANUFACTURING LLC	1,007.55		
00582747	PRORATE AND FUEL TAX	62,690.52		
00582748	WA STATE TREASURER	68,379.71		
00582749	KRISTEN ZIMMER	50.70		
00582750	AT&T	90.46		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00582751	AT&T MOBILITY	9,522.64		
00582752	BOUND TREE MEDICAL LLC	2,686.49		
00582753	CENTURYLINK	4,942.03		
00582754	RANDY MARLER	610.00		
00582755	MULTICARE HEALTH SYSTEMS	972.75		
00582756	THE PACIFIC COMPANY LLC	4,240.32		
00582757	SPOKANE COUNTY TITLE CO	346,121.50		
00582758	CANDID		2,995.00	
00582759	CENTER POINT PUBLISHING INC		277.44	
00582760	SPOKANE COUNTY TITLE CO			21,438.50
00582798	TREASURER, USA	12,000.00		
00582799	MULTICARE HEALTH SYSTEM	11,125.00		
00582800	PITNEY BOWES	2,000.00		
00582801	ROBIN MARKS			157.50
00582802	PNW PICKLEBALL ASSOCIATION			4,324.40
00582803	ADVANCE AUTO PARTS	586.71		
00582804	PORAC LEGAL DEFENSE FUND	135.00		
00582805	CHILD SUPPORT SERVICES	738.84		
00582806	DANIEL H BRUNNER, TRUSTEE	200.00		
00582807	DIRECT AUTOMOTIVE DISTRIBUTI	1,218.81		
00582808	EMPLOYMENT SECURITY DEPT	434.06		
00582809	HI-LINE ELECTRIC CO	3,864.47		
00582810	HUMAN RESOURCES	959.00		
00582811	ICMA RETIREMENT TRUST 457	457,722.70		
00582812	ICMA RETIREMENT TRUST 457 LO	53,041.61		
00582813	INDUSTRIAL WELDING CO INC	11,394.83		
00582814	ING LIFE INSURANCE & ANNUITY	121,623.13		
00582815	NEW JERSEY SUPPORT PAYMENT	162.50		
00582816	OFFICE OF THE ATTORNEY GENER	273.50		
00582817	O'REILLY AUTOMOTIVE STORES I	64.63		
00582818	PEOPLE QUALIFIED COMMITTEE	7.00		
00582819	PRE-PAID LEGAL SERVICES INC	418.95		
00582820	STATE DISBURSMENT UNIT	297.67		
00582821	TRUCKPRO HOLDING CORPORATION	149.52		
00582822	UNITED STATES TREASURY	12.50		
00582823	US BANK OR CITY TREASURER	1,750,216.64		
00582824	WA GET PROGRAM	345.00		
00582825	WA STATE SUPPORT REGISTRY OR	14,978.42		
00582826	JUNE WALLACE	972.28		
00582827	WASHINGTON LEOFF	882,169.67		
00582828	NATIONSERVE	337.90		
00582829	WESTERN STATES POLICE MEDICA	1,625.00		
00582830	WSCCCE, AFSCME, AFL-CIO	291.20		
80096609	ACTION MATERIALS	849.90		
80096610	ALSCO DIVISION OF ALSCO INC	17.17		
80096611	AVISTA UTILITIES		3,617.72	
80096612	THE BABCOCK & WILCOX COMPANY	315.05		
80096613	CINTAS CORPORATION NO 3	5,948.85	38.15	
80096614	DEVRIES INFORMATION MANAGEME	7.98		
80096615	JIM'S TRANSFER INC DBA DEVRI		5,440.75	
80096616	ECOCHEM ANALYTICS INC	2,321.72		
80096617	ELJAY OIL CO INC	1,055.98		
80096618	ENVISIONWARE INC		280.06	

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80096619	EXPRESS NAME TAGS & MORE, IN		44.53	

80096620	FASTENAL CO	2,825.60		
80096621	FLEETCOR TECHNOLOGIES INC	23,743.70		
80096622	GENERAL FIRE EXTINGUISHER	816.90		
80096623	GORDON PRODUCTS INC		109.00	
80096624	GRADOVILLE ACTIVE TRAINING L	7,500.00		
80096625	HUMANIX HUMAN RESOURCE		1,786.00	
80096626	INLAND ENVIRONMENTAL RESOURC	7,514.79		
80096627	HOME DEPOT USA INC		8,760.33	
80096628	LINN MACHINE & MFG	105,942.66		
80096629	MOVHER LLC		1,937.50	
80096630	MUNICIPAL EMERGENCY SERVICES	10,147.90		
80096631	NAPA AUTO PARTS	394.35		
80096632	NATIONAL COLOR GRAPHICS INC		455.62	
80096633	OVERDRIVE INC		10,498.67	
80096634	LANCE RHOADES		200.00	
80096635	SECURITAS SECURITY SERVICES		6,557.76	
80096636	SITEONE LANDSCAPE SUPPLY LLC	47.89		
80096637	SPOKANE POWER TOOL & HDWE		12,886.73	
80096638	SPOKANE TRANSIT AUTHORITY		11,267.70	
80096639	TWO RIVERS TERMINAL LLC	7,057.97		
80096640	US BANK P CARD PAYMENTS	209,421.25		
80096641	VERIZON WIRELESS	5,223.26		
80096642	ACTION MATERIALS	1,894.55		
80096643	ALSCO DIVISION OF ALSCO INC	67.30		
80096644	NORTHWEST INDUSTRIAL SERVICE	656.64		
80096645	ARAMARK UNIFORM SERVICES	1,026.52		
80096646	AVISTA UTILITIES	326,546.45		
80096647	BEACON SERVICE INC	976.59		
80096648	CINTAS CORPORATION NO 3	454.72		
80096649	CONNELL OIL INC	1,640.35		
80096650	COPIERS NORTHWEST INC	3,831.83		
80096651	CUMMINS INC	854.79		
80096652	L N CURTIS & SONS	408.75		
80096653	DAVID CLARK COMPANY INC	728.80		
80096654	DELL MARKETING LP	681.88		
80096655	DEVRIES INFORMATION MANAGEME	28.72		
80096656	ERGON ASPHALT & EMULSIONS IN	148.24		
80096657	EVERGREEN STATE TOWING LLC	7,085.00		
80096658	FASTENAL CO	1,978.34		
80096659	FEDERAL EXPRESS CORP/DBA FED	301.51		
80096660	GALLS LLC	8,716.54		
80096661	BRIDGESTONE AMERICAS INC	5,279.12		
80096662	GRAINGER INC	277.69		
80096663	HUGHES FIRE EQUIPMENT INC	467.19		
80096664	KENWORTH SALES COMPANY	161.61		
80096665	LANGUAGE LINE SERVICES	73.20		
80096666	LARIVIERE INC	332,105.50		
80096667	LUTHERAN COMMUNITY SERVICES	1,795.57		
80096668	NATIONAL NATIVE AMERICAN	328,395.13		
80096669	NORCO INC	1,222.30		
80096670	SHAMROCK MANUFACTURING INC	2,434.10		
80096671	SPECIALTY MOBILE MIX INC	3,688.29		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80096672	SPOKANE COUNTY TREASURER	152,096.80		
80096673	STARPLEX CORP	32,327.50		
80096674	TIERRA RIGHT OF WAY	725.00		
80096675	VERIZON WIRELESS	2,766.04		
80096676	YWCA	12,549.31		

80096677	IAN DAHL	263.37			
80096678	BRIDGET A LUBY	355.50			
80096679	JAMIE J MCINTYRE	138.11			
80096680	FRANK J SANDALL	191.37			
80096681	JAMES H TIEKEN	57.00			
80096682	ACRANET CBS BRANCH/DIV OF	850.00			
80096683	ALLIANT INSURANCE SERVICES I	10,414.20			
80096684	ALSCO DIVISION OF ALSCO INC	242.86			
80096685	APPLIED INSIGHT LLC	18,150.00			
80096686	ARAMARK UNIFORM SERVICES	6.82			
80096687	BAKER & TAYLOR BOOKS		8,721.85		
80096688	BRAINFUSE INC		18,900.00		
80096689	CATHOLIC CHARITIES	32,060.45			
80096690	CENGAGE LEARNING INC		116.04		
80096691	CITY SERVICE VALCON LLC	10,589.78			
80096692	COPPER STATE BOLT & NUT CO	50.47			
80096693	CORE & MAIN LP	12,328.25			
80096694	CREEK AT QUALCHAN GOLF COURS				1,578.03
80096695	L N CURTIS & SONS	76.62			
80096696	DELL MARKETING LP	2,747.13			
80096697	ENTERPRISE FM TRUST				13,534.67
80096698	FASTENAL CO	450.89			
80096699	BRIDGESTONE AMERICAS INC	1,151.51			
80096700	INLAND PACIFIC HOSE & FITTIN	88.04			
80096701	INTERFAITH HOSPITALITY	112,218.65			
80096702	KENWORTH SALES COMPANY	750.29			
80096703	KATHERINE HOWARD	23,925.00			
80096704	LOOMIS ARMORED US INC	1,175.88			
80096705	MEGA WASH LLC	2,983.30			
80096706	MIDWEST TAPE		76.15		
80096707	MR CAR WASH	73.40			
80096708	NAPA AUTO PARTS	148.00			
80096709	NE COMMUNITY CENTER ASSN	9,575.50			
80096710	NEPTUNE TECHNOLOGY GROUP INC	23,927.99			
80096711	NORCO INC	920.21			
80096712	NORTHWEST RADIATOR	438.73			
80096713	NW EMERGENCY VEHICLE GRAPHIC	3,391.25			
80096714	PACIFIC NW EMERGENCY EQUIPME	882.90			
80096715	POINTE PEST CONTROL	114.35			
80096716	PREMERA BLUE CROSS OR	346,991.87			
80096717	PROVIDENCE HEALTH & SERVICES	1,300.00			
80096718	RIVER PARK SQUARE LLC	337.50			
80096719	SANDBAGGERS CLUB LLC				1,433.30
80096720	SOLID WASTE SYSTEMS INC	4,121.49			
80096721	COWLES PUBLISHING COMPANY	427.90			
80096722	TOBY'S BODY & FENDER INC	8,421.11			
80096723	TRANSITIONS DBA TRANSITIONAL	1,631.39			
80096724	US BANK OR CITY TREASURER	17,274.73			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80096725	VERIZON WIRELESS	228.92		
80096726	YWCA	24,078.11		
80096727	ACCESS INFORMATION HOLDINGS	3,645.29		
80096728	ALCOHOL MONITORING SYSTEMS I	23,279.94		
80096729	UNIVERSAL PROTECTION SERVICE	161.26		
80096730	ATS INLAND NW LLC	4,054.80		
80096731	AVISTA UTILITIES			115,340.04
80096732	BACON CONCRETE INC			29,122.70
80096733	DOWNTOWN SPOKANE PARTNERSHIP	118,331.92		

80096734	CLUB PROPHET SYSTEMS			1,220.80
80096735	COFFMAN ENGINEERS INC			10,850.00
80096736	CONTROL SOLUTIONS NW INC	24,266.88		
80096737	DESAUTEL HEGE COMMUNICATIONS			9,404.55
80096738	EXAMINETICS INC	6,340.00		
80096739	FIELDTURF USA INC			8,763.60
80096740	FREIGHT WAY INC			500.00
80096741	GARLAND/DBS INC			97,080.23
80096742	HILLYARD SENIOR ACTIVITY CTR			6,666.66
80096743	INLAND ELEVATOR LLC	350.97		
80096744	TORU TANAKA			5,000.00
80096745	KEPRO ACQUISTIONS, INC	4,500.00		
80096746	KPFF CONSULTING ENGINEERS			4,252.75
80096747	LEXICON, INC			1,220,328.36
80096748	MARTIN LUTHER KING JR FAMILY			6,966.66
80096749	MID CITY CONCERNS INC			1,543.75
80096750	MIDLAND ELECTRIC INC	5,958.66		
80096751	PROJECT JOY			2,580.83
80096752	PROVOST PROFESSIONAL	1,353.19		
80096753	REHN & ASSOCIATES	418.00		
80096754	SINTO SENIOR CENTER			6,434.17
80096755	SNO VALLEY PROCESS SOLUTIONS			1,049.13
80096756	SOUTHSIDE SENIOR & COMMUNITY			7,736.84
80096757	SPOKANE COUNTY TREASURER	58,240.54		
80096758	SPOKANE TRANSIT AUTHORITY	2,142.17		
80096759	SPRAGUE PEST CONTROL/DIV OF			340.64
80096760	SPOKANE SOFTBALL UMPIRE ASSO			1,746.98
80096761	STANLEY CONVERGENT SECURITY			234.27
80096762	PAUL TAPIA	1,527.50		
80096763	THOMSON WEST	1,514.05		
80096764	TK ELEVATOR CORPORATION	139.16		
80096765	WEST CENTRAL COMMUNITY			6,056.25
80096766	WILLIS TOWERS WATSON	10,483.00		
80096767	WRIGHTSON, JOHNSON, HADDON,			3,700.00
80096768	ZERO DB COMMUNICATIONS LLC	25,632.06		
80096769	AFLAC/AMERICAN FAMILY LIFE	20,189.62		
80096770	ALEX BARROUK CONSULTING &	600.00		
80096771	AMERICAN TRAFFIC SOLUTIONS I	87,877.41		
80096772	ASSETWORKS	462.72		
80096773	AVISTA UTILITIES	2,035.75		
80096774	BATTERY SYSTEMS INC	1,361.31		
80096775	CATHOLIC CHARITIES	84,153.44		
80096776	CERTIFIED POWER INC	340.73		
80096777	CINTAS CORPORATION NO 3	938.00		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80096778	CITY SERVICE VALCON LLC	61,070.57		
80096779	COPIERS NORTHWEST INC	496.16		
80096780	CORWIN OF SPOKANE LLC	83.15		
80096781	CUMMINS NORTHWEST LLC	4,466.36		
80096782	DELTA DENTAL OF WASHINGTON	36,527.75		
80096783	DIGNITARY PROTECTION TEAM FU	105.00		
80096784	GWP HOLDINGS LLC	6,056.52		
80096785	EDU MEMBERSHIP FUND	20.00		
80096786	ELECTRONIC DATA COLLECTION	10,349.58		
80096787	ELJAY OIL CO INC	1,585.40		
80096788	EVERGREEN STATE TOWING LLC	507.67		
80096789	BRIDGESTONE AMERICAS INC	5,204.29		
80096790	WINGFOOT COMMERCIAL TIRE	3,092.28		

80096791	GORDON TRUCK CENTERS INC DBA	593.66
80096792	GRAINGER INC	68.08
80096793	POLICE GUILD LEGAL DEFENSE	630.00
80096794	HRA VEBA TRUST	2,594.00
80096795	INLAND PACIFIC HOSE & FITTIN	3.75
80096796	INTERFAITH HOSPITALITY	10,765.93
80096797	HOME DEPOT USA INC	539.02
80096798	KAISER FOUNDATION HEALTH PLA	158,000.40
80096799	KENWORTH SALES COMPANY	816.52
80096800	GEOCKO INC.	617,012.58
80096801	LTS & CPTS LEGAL DEFENSE FUN	44.00
80096802	M & P ASSOCIATION	2,702.72
80096803	MCNEILUS TRUCK & MFG CO/DIV	482.00
80096804	MOTION AUTO SUPPLY	1,238.38
80096805	NAPA AUTO PARTS	707.87
80096806	NORTH COUNTRY SERVICES LLC	798.99
80096807	NORTHWEST RADIATOR	1,034.82
80096808	OFFICE OF MINORITY & WOMEN'S	20,000.00
80096809	OXARC INC	31.53
80096810	PACWEST MACHINERY LLC	5,757.95
80096811	PAPE MACHINERY INC	7,567.82
80096812	PASSPORT LABS INC	5,919.46
80096813	POWERCOM.INC	513.39
80096814	REHN & ASSOCIATES	18,784.02
80096815	SHAMROCK PAVING CO/DIV OF	424,547.27
80096816	MCLOUGHLIN & EARDLEY GROUP	341.18
80096817	SPOKANE NEIGHBORHOOD ACTION	179,879.83
80096818	SPOKANE POLICE BENEFIT ASSOC	697.50
80096819	SPOKANE POLICE CHAPLAIN	3,144.50
80096820	SPOKANE POLICE K-9 MEMBERSHI	90.00
80096821	SPOKANE POLICE GUILD LONG	25,005.08
80096822	SPOKANE CRANE & MACHINERY	872.00
80096823	SPOKANE FIRE FIGHTERS BENEFI	56,709.55
80096824	SPOKANE FIRE FIGHTERS BENEFI	1,475.60
80096825	SPOKANE FIRE FIGHTERS BENEFI	688,982.91
80096826	SPOKANE HOUSE OF HOSE INC	3,755.03
80096827	SPOKANE POLICE GUILD FRATERN	896.55
80096828	STANDARD INSURANCE COMPANY	13,088.10
80096829	BRAD L WHITE	528.83
80096830	SPOKANE POLICE SWAT TEAM	430.00

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80096831	SPOKANE POLICE TACTICAL TEAM	328.00		
80096832	TITAN TRUCK EQUIPMENT	901.87		
80096833	TOBY'S BODY & FENDER INC	8,188.68		
80096834	TRANSITIONS DBA TRANSITIONAL	22,657.79		
80096835	TRANSPORT EQUIPMENT INC	1,718.29		
80096836	UNITED WAY	290.00		
80096837	US BANK TRUST NA	855,687.32		
80096838	US BANK TRAVEL CARD	23,017.69		
80096839	VOLUNTEERS OF AMERICA OF	51,308.30		
80096840	WA ST COUNCIL OF CITY & COUN	27,265.65		
80096841	WESTERN STATES EQUIPMENT CO	8,231.23		
80096842	YWCA	35,252.24		
		10,887,645.32	101,411.19	1,589,385.61
	CITYWIDE TOTAL:			12,578,442.12

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

OFFICE OF MINORITY & WOMEN'S BUSINESS ENTERPRISES	CONTRACTUAL SERVICES ACH PMT NO. - 80096808	20,000.00
SPOKANE COUNTY LIBRARY DISTRICT	CONTRACTUAL SERVICES CHECK NO. - 00582740	49,980.57
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80096757	57,547.04
SPOKANE TRANSIT AUTHORITY	CONTRACTUAL SERVICES ACH PMT NO. - 80096758	2,142.17
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80096673	9,761.25
TOTAL FOR 0020 - NONDEPARTMENTAL		139,431.03

0030 - POLICE OMBUDSMAN

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	275.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	876.34
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	1,120.80
TOTAL FOR 0030 - POLICE OMBUDSMAN		2,272.14

0100 - GENERAL FUND

HEATHER SWIDERSKI 130 W CIRCLE DR	PERMIT REFUNDS PAYABLE CHECK NO. - 00582733	55.00
SPOKANE COUNTY PROSECUTING ATTORNEY	COUNTY CRIME VICTIM & WITNESS CHECK NO. - 00582739	970.72
US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80096640	209,421.25
WA STATE TREASURER	DEPOSIT-STATE BLDG CODE FEE CHECK NO. - 00582748	6.50
WEST COAST WINDOW CLEANING PO BOX 10492	PERMIT REFUNDS PAYABLE CHECK NO. - 00582719	78.00
WOODSHED BAR & GRILL DARRELL WEILAND	PERMIT REFUNDS PAYABLE CHECK NO. - 00582732	343.20
TOTAL FOR 0100 - GENERAL FUND		210,874.67

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0230 - CIVIL SERVICE

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00582811	720.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	2,366.03
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80096838	1,511.19
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	3,067.12
TOTAL FOR 0230 - CIVIL SERVICE		7,664.34

0260 - CITY CLERK

ACCESS INFORMATION HOLDINGS	CONTRACTUAL SERVICES ACH PMT NO. - 80096727	3,645.29
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80096721	427.90
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80096655	6.38
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	270.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	1,266.06
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	1,659.97
TOTAL FOR 0260 - CITY CLERK		7,275.60

0320 - COUNCIL

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	1,300.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	4,219.55
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	5,101.31
TOTAL FOR 0320 - COUNCIL		10,620.86

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	445.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	2,016.35
US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE	ACH PMT NO. - 80096837	2,683.84
	TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS	5,145.19

0350 - COMMUNITY CENTERS

NE COMMUNITY CENTER ASSN	CONTRACTUAL SERVICES ACH PMT NO. - 80096709	9,575.50
	TOTAL FOR 0350 - COMMUNITY CENTERS	9,575.50

0370 - ENGINEERING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	3,320.00
TIERRA RIGHT OF WAY SERVICES LTD	CONTRACTUAL SERVICES ACH PMT NO. - 80096674	387.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	13,174.48
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	17,242.21
	TOTAL FOR 0370 - ENGINEERING SERVICES	34,124.19

0410 - FINANCE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	700.01
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	2,551.30
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	3,515.03
	TOTAL FOR 0410 - FINANCE	6,766.34

0430 - GRANTS MANAGEMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	172.25

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	1,768.18
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80096838	98.40
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	1,268.65
	TOTAL FOR 0430 - GRANTS MANAGEMENT	3,307.48

0450 - NEIGHBHD HOUSING HUMAN SVCS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00582811	75.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00582823	208.57
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80096837	266.56
TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS		550.13

0470 - HISTORIC PRESERVATION

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00582811	160.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00582823	528.59
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80096837	680.64
TOTAL FOR 0470 - HISTORIC PRESERVATION		1,369.23

0500 - LEGAL

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00582811	1,875.01
TK ELEVATOR CORPORATION	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80096764	139.16
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00582823	8,865.85
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80096837	12,039.04
TOTAL FOR 0500 - LEGAL		22,919.06

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0520 - MAYOR

ACRANET CBS BRANCH/DIV OF	BACKGROUND CHECKS	
CBS REPORTING INC	ACH PMT NO. - 80096682	32.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00582811	450.00
POWERCOM.INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80096813	513.39
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00582823	2,037.61
US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE	ACH PMT NO. - 80096837	1,982.24
	TOTAL FOR 0520 - MAYOR	5,015.24

0550 - NEIGHBORHOOD SERVICES

ALEX BARROUK CONSULTING & DEVELOPMENT DBA AIM & BUILD	CONTRACTUAL SERVICES ACH PMT NO. - 80096770	600.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	205.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	1,249.18
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	1,633.44
	TOTAL FOR 0550 - NEIGHBORHOOD SERVICES	3,687.62

0560 - MUNICIPAL COURT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	1,836.99
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80096704	1,175.88
PITNEY BOWES	POSTAGE CHECK NO. - 00582800	2,000.00
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80096718	337.50
SPOKANE COUNTY TREASURER	SPECIAL ASSESSMENT ACH PMT NO. - 80096672	4.44
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80096757	693.50

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

UNIVERSAL PROTECTION SERVICE DBA ALLIED UNIVERSAL SECURITY	ALARM/SECURITY SERVICES ACH PMT NO. - 80096729	161.26
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	6,623.39
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	11,103.74
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80096675	697.96
	TOTAL FOR 0560 - MUNICIPAL COURT	24,634.66

0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00582811	160.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00582823	510.36
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80096837	683.44
	TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER	1,353.80

0620 - HUMAN RESOURCES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00582811	566.25
MULTICARE HEALTH SYSTEMS	MEDICAL SERVICES	
DBA MULTICARE CENTERS OF	CHECK NO. - 00582755	972.75
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00582823	1,882.03
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80096837	2,440.82
	TOTAL FOR 0620 - HUMAN RESOURCES	5,861.85

0650 - PLANNING SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00582811	945.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00582823	3,050.98
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80096837	4,078.16

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

	TOTAL FOR 0650 - PLANNING SERVICES	8,074.14

0680 - POLICE

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80096645	989.52
BEACON SERVICE INC	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80096647	976.59
CENTURYLINK	ALARM/SECURITY SERVICES	
	CHECK NO. - 00582714	333.69
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00582714	522.29
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80096650	55.88
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80096650	3,775.95

EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80096657	7,085.00
GALLS LLC	CLOTHING ACH PMT NO. - 80096660	283.12
GALLS LLC	OPERATING SUPPLIES ACH PMT NO. - 80096660	132.98
GALLS LLC	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80096660	8,300.44
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80096662	277.69
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	80,819.13
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO. - 80096665	73.20
PORAC LEGAL DEFENSE FUND C/O FIVE STAR BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00582804	135.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80096672	61,016.49
SPRINT SOLUTIONS INC	MOBILE BROADBAND CHECK NO. - 00582742	126.72
THOMAS OLIVER	PER DIEM CHECK NO. - 00582736	355.50
T-MOBILE	MOBILE BROADBAND CHECK NO. - 00582744	20.96

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

UNITED PARCEL SERVICE	POSTAGE CHECK NO. - 00582745	10.59
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	50,462.63
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80096838	3,768.34
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80096838	6,244.43
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80096838	3,758.83
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	24,671.75
VERIZON WIRELESS	MOBILE BROADBAND ACH PMT NO. - 80096675	124.84
VOLCANIC MANUFACTURING LLC	OPERATING SUPPLIES CHECK NO. - 00582746	1,007.55
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00582827	160,339.04

WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00582829	975.00
	TOTAL FOR 0680 - POLICE	416,643.15

0690 - COMMUNITY JUSTICE SERVICES

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80096655	15.96
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	615.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	2,242.69
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	3,022.56
	TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES	5,896.21

0700 - PUBLIC DEFENDER

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80096686	43.82
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	1,310.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PAUL TAPIA TAPIA INVESTIGATIVE SERVICES	LEGAL SERVICES ACH PMT NO. - 80096762	1,527.50
PROVOST PROFESSIONAL INVESTIGATIONS	LEGAL SERVICES ACH PMT NO. - 80096752	1,353.19
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS ACH PMT NO. - 80096763	1,514.05
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	7,905.72
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80096838	234.24
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80096838	2,154.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	7,400.39
	TOTAL FOR 0700 - PUBLIC DEFENDER	23,442.91

0750 - COMMUNITY/ECONOMIC DEV DVSN

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80096682	51.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00582811	100.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	636.88
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	837.28
TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN		1,625.16

1100 - STREET FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80096646	181,223.20
ERGON ASPHALT & EMULSIONS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80096656	148.24
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	4,825.00
PRORATE AND FUEL TAX DEPT OF LICENSING	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00582747	1,245.00
SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80096670	2,434.10

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPECIALTY MOBILE MIX INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80096671	3,688.29
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	18,494.62
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	24,375.53
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80096675	749.16
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80096675	548.37
TOTAL FOR 1100 - STREET FUND		237,731.51

1200 - CODE ENFORCEMENT FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	715.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	3,752.38
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	3,774.35
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		8,241.73

1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	2,255.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	14,397.88
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	17,329.83
	TOTAL FOR 1300 - LIBRARY FUND	33,982.71

1380 - TRAFFIC CALMING MEASURES

AMERICAN TRAFFIC SOLUTIONS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80096771	87,877.41
PHOENIX PROTECTIVE CORP 18303 E APPLEWAY AVE	PHOTO RED FINES CHECK NO. - 00582734	139.00
	TOTAL FOR 1380 - TRAFFIC CALMING MEASURES	88,016.41

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1400 - PARKS AND RECREATION FUND

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80096682	501.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	4,697.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	22,169.04
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80096838	240.80
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	23,018.36
	TOTAL FOR 1400 - PARKS AND RECREATION FUND	50,626.70

1460 - PARKING METER REVENUE FUND

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80096682	32.00
ELECTRONIC DATA COLLECTION CORPORATION	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80096786	10,349.58
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	526.97
PASSPORT LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80096812	5,919.46
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	2,822.66
US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE	ACH PMT NO. - 80096837	3,820.81
	TOTAL FOR 1460 - PARKING METER REVENUE FUND	23,471.48

1570 - INTERMODAL FACILITY OPERATION

STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80096673	19,413.75
	TOTAL FOR 1570 - INTERMODAL FACILITY OPERATION	19,413.75

1620 - PUBLIC SAFETY & JUDICIAL GRANT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	3,883.49

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LUTHERAN COMMUNITY SERVICES NW	CONTRACTUAL SERVICES ACH PMT NO. - 80096667	1,795.57
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80096672	6,534.03
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	545.01
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	41.95
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00582827	9,337.37
YWCA	CONTRACTUAL SERVICES ACH PMT NO. - 80096676	12,549.31
	TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT	34,686.73

1625 - PUBLIC SAFETY PERSONNEL FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	1,321.27
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582814	839.39
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	1,184.01
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	637.02
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00582827	5,996.10
	TOTAL FOR 1625 - PUBLIC SAFETY PERSONNEL FUND	9,977.79

1630 - COMBINED COMMUNICATIONS CENTER

CENTURYLINK	TELEPHONE CHECK NO. - 00582699	85.27
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80096696	2,747.13
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	476.01
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582814	1,462.91
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	2,810.16

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	4,585.81
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00582827	1,886.28
	TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER	14,053.57

1640 - COMMUNICATIONS BLDG M&O FUND

FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80096620	217.57
WESTERN STATES EQUIPMENT CO	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80096841	2,487.36
WESTERN STATES EQUIPMENT CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80096841	1,467.06
	TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND	4,171.99

1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	333.75
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	3,622.34
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	2,884.49
	TOTAL FOR 1680 - CD/HS OPERATIONS	6,840.58

1780 - RENTAL REHABILITATION FUND

ALLIANT INSURANCE SERVICES INC	INSURANCE PREMIUMS ACH PMT NO. - 80096683	2,784.38
	TOTAL FOR 1780 - RENTAL REHABILITATION FUND	2,784.38

1910 - CRIMINAL JUSTICE ASSISTANCE FD

ALCOHOL MONITORING SYSTEMS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80096728	23,279.94
TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD		23,279.94

1970 - FIRE/EMS FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80096684	327.33
AT&T MOBILITY	CELL PHONE CHECK NO. - 00582751	6,877.54
AT&T MOBILITY	IT/DATA SERVICES CHECK NO. - 00582751	2,645.10
BOUND TREE MEDICAL LLC	SAFETY SUPPLIES CHECK NO. - 00582752	2,686.49
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096699	5,530.03
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80096699	900.60
BRIDGET A LUBY	PER DIEM ACH PMT NO. - 80096678	355.50
CENTURYLINK	TELEPHONE CHECK NO. - 00582699	380.59
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80096691	10,589.78
CONNELL OIL INC DBA CO-ENERGY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096649	1,640.35
DAVID CLARK COMPANY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80096653	728.80
DEVIN HANNAS	PER DIEM CHECK NO. - 00582715	87.00
FASTENAL CO	OFFICE SUPPLIES ACH PMT NO. - 80096620	35.58
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80096698	2,723.41
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096620	102.86
FLEETCOR TECHNOLOGIES INC DBA FUELMAN	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80096621	28.26
FRANK J SANDALL	PER DIEM ACH PMT NO. - 80096680	191.37

GENERAL FIRE EXTINGUISHER SERVICE INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80096622	90.42
GENERAL FIRE EXTINGUISHER SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80096622	292.94
GENERAL FIRE EXTINGUISHER SERVICE INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80096622	433.54

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GRADOVILLE ACTIVE TRAINING LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80096624	7,500.00
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096663	467.19
IAN DAHL	AIRFARE ACH PMT NO. - 80096677	30.00
IAN DAHL	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80096677	42.00
IAN DAHL	PER DIEM ACH PMT NO. - 80096677	191.37
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	9,573.63
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582814	40,352.03
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096700	88.04
JAMIE J MCINTYRE	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80096679	18.61
JAMIE J MCINTYRE	PER DIEM ACH PMT NO. - 80096679	119.50
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096664	161.61
KRISTEN ZIMMER	PER DIEM CHECK NO. - 00582749	50.70
L N CURTIS & SONS	OPERATING SUPPLIES ACH PMT NO. - 80096695	76.62
L N CURTIS & SONS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096652	408.75
MR CAR WASH DEPT #880266	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80096707	73.40
MULTICARE HEALTH SYSTEMS DBA MULTICARE CENTERS OF	MEDICAL SERVICES CHECK NO. - 00582735	382.50
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80096708	54.49
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096708	429.59
NATIONSERVE	BUILDING REPAIRS/MAINTENANCE	

OVERHEAD DOOR CORPORATION	CHECK NO. - 00582828	337.90
NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80096711	1,043.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORCO INC	SAFETY SUPPLIES ACH PMT NO. - 80096711	304.90
NORTHWEST RADIATOR	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096712	114.45
NORTHWEST RADIATOR	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80096712	324.28
NW EMERGENCY VEHICLE GRAPHICS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096713	322.90
NW EMERGENCY VEHICLE GRAPHICS	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80096713	3,068.35
PACIFIC NW EMERGENCY EQUIPMENT dba GENERAL FIRE APPARATUS	SAFETY SUPPLIES ACH PMT NO. - 80096714	882.90
POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80096715	114.35
PROVIDENCE HEALTH & SERVICES DBA PROVIDENCE SACRED HEART	MEDICAL SERVICES ACH PMT NO. - 80096717	1,300.00
RANDY MARLER	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00582754	610.00
THE PACIFIC COMPANY LLC	CLOTHING CHECK NO. - 00582756	4,240.32
TOBY'S BODY & FENDER INC	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80096833	8,188.68
TORRE REFUSE & RECYCLING DBA SUNSHINE DISPOSAL &	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00582743	68.08
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	28,723.80
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80096838	688.80
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80096838	2,118.47
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80096838	55.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	5,408.99
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80096641	47.43
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80096641	967.28
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	65.59

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00582827	160,262.46
WESTERN STATES EQUIPMENT CO	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80096841	2,663.44
WESTERN STATES EQUIPMENT CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80096841	997.74
TOTAL FOR 1970 - FIRE/EMS FUND		319,586.63

1990 - TRANSPORTATION BENEFIT FUND

SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80096815	424,547.27
TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND		424,547.27

3365 - 2018 UTGO LIBRARY CAPITAL BOND

ZERO DB COMMUNICATIONS LLC	BUILDING CONSTRUCTION ACH PMT NO. - 80096768	16,593.56
TOTAL FOR 3365 - 2018 UTGO LIBRARY CAPITAL BOND		16,593.56

4100 - WATER DIVISION

3 AMIGOS UNDERGROUND 1309 WRIGHT WAY #105	REFUNDS CHECK NO. - 00582729	1,451.99
ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80096682	67.00
ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80096642	2,731.55
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80096648	1,337.70
COPPER STATE BOLT & NUT CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80096692	50.47
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80096693	12,328.25
DARDAN ENTERPRISES TIM MEEKS 23567 W HWY 53	REFUNDS CHECK NO. - 00582730	1,500.00
DAVID HOWE 8706 N ELM ST	REFUNDS CHECK NO. - 00582727	404.65
DEBRA GREEN 2221 S MADISON ST	REFUNDS CHECK NO. - 00582724	139.54

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80096614	7.98
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80096659	57.22
HEIDI SPRAY 5014 S HOGAN ST	REFUNDS CHECK NO. - 00582707	14,356.01
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	7,811.29
KAITLYN HANCOCK 17 N CEDAR ST	REFUNDS CHECK NO. - 00582723	18.06
KAREN BUSCH PO BOX 9898	REFUNDS CHECK NO. - 00582728	696.46
NEPTUNE TECHNOLOGY GROUP INC	REPAIRS/MAINTENANCE ACH PMT NO. - 80096710	23,927.99
PATRICK K MYERS 6106 N MONROE ST	REFUNDS CHECK NO. - 00582703	23.33
PATRICK STOOKEY 712 S EVERGREEN ST	REFUNDS CHECK NO. - 00582705	96.02
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80096636	47.89
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00582737	780.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00582738	844.14-
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00582738	200,975.56
STEPHANIE POLLEY 4111 E 2ND AVE	REFUNDS CHECK NO. - 00582722	323.69
THE ESTATE OF BEVERLY J NORD PO BOX 323	REFUNDS CHECK NO. - 00582725	24.31
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	33,622.23
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80096838	349.96
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80096838	739.12
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80096838	27.72
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	41,774.15

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	CELL PHONE	

	ACH PMT NO. - 80096641	4,052.93
TOTAL FOR 4100 - WATER DIVISION		348,878.93

4250 - INTEGRATED CAPITAL MANAGEMENT

DAVID HOWE 8706 N ELM ST	REFUNDS CHECK NO. - 00582727	31.27
DEBRA GREEN 2221 S MADISON ST	REFUNDS CHECK NO. - 00582724	31.27
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	815.00
KAITLYN HANCOCK 17 N CEDAR ST	REFUNDS CHECK NO. - 00582723	27.10
LARIVIERE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80096666	332,105.50
NATIONAL NATIVE AMERICAN CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80096668	328,395.13
PATRICK K MYERS 6106 N MONROE ST	REFUNDS CHECK NO. - 00582703	31.27
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00582738	54,569.26
SPOKANE COUNTY TITLE CO	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00582757	346,121.50
THE ESTATE OF BEVERLY J NORD PO BOX 323	REFUNDS CHECK NO. - 00582725	40.65
TIERRA RIGHT OF WAY SERVICES LTD	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80096674	337.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	3,707.36
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	4,640.20
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		1,070,853.01

4300 - SEWER FUND

DAVID HOWE 8706 N ELM ST	REFUNDS CHECK NO. - 00582727	37.99
DEBRA GREEN 2221 S MADISON ST	REFUNDS CHECK NO. - 00582724	4.68

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KAITLYN HANCOCK 17 N CEDAR ST	REFUNDS CHECK NO. - 00582723	32.93
PATRICK K MYERS 6106 N MONROE ST	REFUNDS CHECK NO. - 00582703	37.99

THE ESTATE OF BEVERLY J NORD PO BOX 323	REFUNDS CHECK NO. - 00582725	46.05
	TOTAL FOR 4300 - SEWER FUND	159.64

4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80096609	12.90
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	2,335.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00582738	67,660.24
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	9,375.81
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	12,149.78
	TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION	91,533.73

4320 - RIVERSIDE PARK RECLAMATION FAC

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80096646	131,103.99
CENTURYLINK	TELEPHONE CHECK NO. - 00582714	73.44
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80096613	5,065.87
CUMMINS INC DBA CUMMINS SALES & SERVICE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80096651	854.79
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80096659	204.43
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	6,155.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80096626	7,514.79
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00582738	64,769.54

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TESTAMERICA LABORATORIES INC DBA EUROFINS TESTAMERICA	TESTING SERVICES CHECK NO. - 00582700	172.00
TREASURER, USA US EPA/FINES & PENALTIES	PENALTIES CHECK NO. - 00582798	12,000.00
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80096639	7,057.97

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	26,223.54
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	34,758.57
WILLIS TOWERS WATSON INSURANCE SERVICES WEST INC	INSURANCE PREMIUMS ACH PMT NO. - 80096766	10,483.00
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		306,436.93

4330 - STORMWATER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	1,410.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	4,524.34
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	5,935.54
TOTAL FOR 4330 - STORMWATER		11,869.88

4360 - ENVIRONMENTAL PROGRAMS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	75.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	244.23
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	324.64
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80096641	155.62
TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS		799.49

4480 - SOLID WASTE FUND

DAVID HOWE 8706 N ELM ST	REFUNDS CHECK NO. - 00582727	33.73

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DEAN COMMERCIAL INTERIORS INC 2205 STEINBECK DR	REFUNDS CHECK NO. - 00582701	500.00
DEBRA GREEN 2221 S MADISON ST	REFUNDS CHECK NO. - 00582724	28.70
INFRASOURCE SERVICES 14103 STEWART RD	REFUNDS CHECK NO. - 00582721	500.00
J. HUGHES CONSTRUCTION INC PO BOX 12750	REFUNDS CHECK NO. - 00582702	500.00
KAITLYN HANCOCK	REFUNDS	

17 N CEDAR ST	CHECK NO. - 00582723	31.57
PATRICK K MYERS	REFUNDS	
6106 N MONROE ST	CHECK NO. - 00582703	51.52
RUBICON	REFUNDS	
PO BOX 77587	CHECK NO. - 00582704	500.00
SPOKANE CITY TREASURER OR	DEPOSIT-REFUSE COLLECTION TAX	
WASH STATE DEPT OF REVENUE	CHECK NO. - 00582738	37.22
SPOKANE CITY TREASURER OR	DEPOSIT-SALES TAX	
WASH STATE DEPT OF REVENUE	CHECK NO. - 00582738	2,366.09
THE ESTATE OF BEVERLY J NORD	REFUNDS	
PO BOX 323	CHECK NO. - 00582725	40.51
TIMBERWOLFF CONSTRUCTION INC	REFUNDS	
1659 W ARROW RTE	CHECK NO. - 00582726	500.00
WINGER CONTRACTING	REFUNDS	
12522 N INDIAN TRAIL RD	CHECK NO. - 00582731	500.00
TOTAL FOR 4480 - SOLID WASTE FUND		5,589.34

4490 - SOLID WASTE DISPOSAL

AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80096646	14,219.26
ECOCHEM ANALYTICS INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80096616	2,321.72
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80096617	1,055.98
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80096658	307.96
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80096658	739.60
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80096658	1,121.68

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FASTENAL CO	SAFETY SUPPLIES	
	ACH PMT NO. - 80096620	6.17
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00582811	3,653.71
KENWORTH SALES COMPANY	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80096702	750.29
LINN MACHINE & MFG	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80096628	741.20
NORCO INC	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80096669	794.61
SAFETY KLEEN CORPORATION	HAZARDOUS WASTE DISPOSAL	
	CHECK NO. - 00582709	730.30

SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00582738	16,493.97
THE BABCOCK & WILCOX COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80096612	315.05
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	23,714.60
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	30,601.97
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		97,568.07

4500 - SOLID WASTE COLLECTION

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80096682	120.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80096773	1,235.92
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80096773	353.95
CASCADE ENGINEERING INC	MINOR EQUIPMENT CHECK NO. - 00582698	242,192.64
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	3,890.00
JAMES H TIEKEN	PER DIEM ACH PMT NO. - 80096681	57.00
LINN MACHINE & MFG	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80096628	105,201.46
PRORATE AND FUEL TAX DEPT OF LICENSING	IF FUEL CHECK NO. - 00582747	61,445.52

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00582738	91,495.39
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	22,075.20
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80096838	55.99
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	28,831.59
TOTAL FOR 4500 - SOLID WASTE COLLECTION		556,954.66

4530 - SOLID WASTE LANDFILLS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	75.00

SPOKANE REGIONAL CLEAN AIR AGENCY	PERMITS/OTHER FEES CHECK NO. - 00582741	13,146.69
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80096673	1,870.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	193.05
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	250.72
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		15,535.46

4600 - GOLF FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	519.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	3,351.57
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	2,768.33
TOTAL FOR 4600 - GOLF FUND		6,638.90

4700 - DEVELOPMENT SVCS CENTER

ASHER ERNST 2336 W 1ST AVENUE	PERMIT REFUNDS PAYABLE CHECK NO. - 00582706	11,706.75
BRISTLECONE BUILDING LLC AARON GLEASON	PERMIT REFUNDS PAYABLE CHECK NO. - 00582717	400.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	2,619.00
MAINSTREAM ELECTRIC TODD DAMSCHEN	PERMIT REFUNDS PAYABLE CHECK NO. - 00582716	30.00
NORTH COUNTRY SERVICES LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80096806	798.99
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80096644	656.64
OK ELECTRIC CAMMIE DUCKETT	PERMIT REFUNDS PAYABLE CHECK NO. - 00582718	15.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	12,941.44
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	16,594.84
WHITNEY WILKERSON 9811 N UTE CT	PERMIT REFUNDS PAYABLE CHECK NO. - 00582720	327.50

TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		46,090.16

5100 - FLEET SERVICES FUND

ADVANCE AUTO PARTS	LUBRICANTS CHECK NO. - 00582803	152.02
ADVANCE AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00582803	434.69
ASSETWORKS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096772	462.72
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80096773	411.98
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80096773	33.90
BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096774	1,361.31
BRAD L WHITE dba SUPERIOR FLUID POWER	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80096829	528.83
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096789	5,204.29
CERTIFIED POWER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096776	340.73
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80096777	938.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80096778	61,070.57
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80096779	129.20
CORWIN OF SPOKANE LLC CORWIN FORD SPOKANE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096780	83.15
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80096781	711.73
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096781	3,754.63
CURTIS REILAND	PERMITS/OTHER FEES CHECK NO. - 00582708	55.09
DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00582807	1,218.81
ELJAY OIL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096787	1,585.40
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80096788	507.67
FLEETCOR TECHNOLOGIES INC DBA FUELMAN	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80096621	23,715.44

GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096791	593.66
GRAINGER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096792	68.08
GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096784	6,056.52
HI-LINE ELECTRIC CO	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00582809	3,864.47
HOME DEPOT USA INC THE HOME DEPOT PRO-SUPPLYWORKS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096797	539.02
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	1,785.00
INDUSTRIAL WELDING CO INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00582813	11,394.83
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096795	3.75
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096799	816.52
MCLOUGHLIN & EARDLEY GROUP dba SIRENNET.COM	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096816	341.18

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MCNEILUS TRUCK & MFG CO/DIV OF MCNEILUS FINANCIAL INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096803	482.00
MEGA WASH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80096705	2,983.30
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096804	1,238.38
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80096805	389.70
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096805	318.17
NORTHWEST RADIATOR	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096807	1,034.82
OXARC INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80096809	31.53
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	MINOR EQUIPMENT CHECK NO. - 00582817	10.89
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00582817	53.74
PACWEST MACHINERY LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80096810	5,095.47
PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096810	662.48

PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80096811	804.37
PAPE MACHINERY INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80096811	6,763.45
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80096720	4,121.49
SPOKANE CRANE & MACHINERY MOVERS LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80096822	872.00
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096826	3,755.03
TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096832	901.87
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80096722	8,421.11
TRANSPORT EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096835	1,718.29
TRUCKPRO HOLDING CORPORATION DBA TNT TRUCK PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00582821	149.52

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	8,375.01
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	11,084.52
WA STATE DEPT OF REVENUE OR CITY OF SPOKANE	DEPOSIT-SALES TAX CHECK NO. - 00582710	194.33
WESTERN STATES EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096841	615.63
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80096790	3,092.28
TOTAL FOR 5100 - FLEET SERVICES FUND		191,332.57

5200 - PUBLIC WORKS AND UTILITIES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	860.00
KAITLYN HANCOCK 17 N CEDAR ST	REFUNDS CHECK NO. - 00582723	10.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00582738	194.07
THE ESTATE OF BEVERLY J NORD PO BOX 323	REFUNDS CHECK NO. - 00582725	10.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	3,791.49
US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE	ACH PMT NO. - 80096837	4,933.86
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80096725	228.92
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		10,028.34

5300 - IT FUND

AT&T	TELEPHONE CHECK NO. - 00582750	90.46
CENTURYLINK	TELEPHONE CHECK NO. - 00582753	4,942.03
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80096659	39.86
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	2,556.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	13,120.32
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80096838	795.60
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	16,368.60
TOTAL FOR 5300 - IT FUND		37,912.87

5310 - IT CAPITAL REPLACEMENT FUND

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80096654	681.88
MIDLAND ELECTRIC INC	MINOR EQUIPMENT ACH PMT NO. - 80096750	5,958.66
ZERO DB COMMUNICATIONS LLC	MINOR EQUIPMENT ACH PMT NO. - 80096768	9,038.50
TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		15,679.04

5400 - REPROGRAPHICS FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	120.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	505.25
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	681.20
TOTAL FOR 5400 - REPROGRAPHICS FUND		1,306.45

5500 - PURCHASING & STORES FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	534.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	2,102.52
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80096838	176.80
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	2,220.73
TOTAL FOR 5500 - PURCHASING & STORES FUND		5,034.05

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5600 - ACCOUNTING SERVICES

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80096655	6.38
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	2,085.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	8,528.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	10,210.24
TOTAL FOR 5600 - ACCOUNTING SERVICES		20,829.62

5700 - MY SPOKANE

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80096682	46.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	320.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	1,691.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	2,254.44
TOTAL FOR 5700 - MY SPOKANE		4,311.94

5750 - OFFICE OF PERFORMANCE MGMT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	450.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	1,945.41
US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE	ACH PMT NO. - 80096837	2,209.36
	TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT	4,604.77

5800 - RISK MANAGEMENT FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	34.99
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80096724	17,274.73

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	62.85
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	218.93
	TOTAL FOR 5800 - RISK MANAGEMENT FUND	17,591.50

5810 - WORKERS' COMPENSATION FUND

EXAMINETICS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80096738	6,340.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	420.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	1,329.77
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	1,718.88
	TOTAL FOR 5810 - WORKERS' COMPENSATION FUND	9,808.65

5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	3.75
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	14.65
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	18.80
	TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND	37.20

5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80096782	34,243.75
HRA VEBA TRUST	INSURANCE PREMIUMS	

HRA VEBA TRUST CONTRIBUTIONS	ACH PMT NO. - 80096794	2,594.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	235.00
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80096798	158,000.40
KEPRO ACQUISTIONS, INC	PROFESSIONAL SERVICES ACH PMT NO. - 80096745	4,500.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MULTICARE HEALTH SYSTEM	MEDICAL SERVICES CHECK NO. - 00582799	11,125.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80096716	328,215.46
REHN & ASSOCIATES	CONTRACTUAL SERVICES ACH PMT NO. - 80096753	418.00
SPOKANE FIRE FIGHTERS BENEFIT TRUST	INSURANCE PREMIUMS ACH PMT NO. - 80096825	688,982.91
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	760.26
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	969.46
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		1,230,044.24

5900 - ASSET MANAGEMENT FUND OPS

ALLIANT INSURANCE SERVICES INC	INSURANCE PREMIUMS ACH PMT NO. - 80096683	7,629.82
ATS INLAND NW LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80096730	4,054.80
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80096736	24,266.88
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	315.00
INLAND ELEVATOR LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80096743	350.97
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80096673	1,282.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	2,099.66
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	2,824.58
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80096675	565.63
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80096675	80.08

TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		43,469.92

5902 - PROPERTY ACQUISITION POLICE

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE COUNTY TREASURER	CAPITALIZED SOFTWARE ACH PMT NO. - 80096672	84,541.84
TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE		84,541.84

5903 - PROPERTY ACQUISITION FIRE

MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	MINOR EQUIPMENT ACH PMT NO. - 80096630	10,147.90
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLES ACH PMT NO. - 80096631	58.27
TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE		10,206.17

6100 - RETIREMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00582811	260.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00582823	859.51
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80096837	1,123.60
TOTAL FOR 6100 - RETIREMENT		2,243.11

6200 - FIREFIGHTERS' PENSION FUND

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80096782	1,071.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80096716	7,860.18
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		8,931.18

6230 - BUILDING CODE RECORDS MGMT

WA STATE TREASURER	CONTRACTUAL SERVICES CHECK NO. - 00582748	4,672.50
TOTAL FOR 6230 - BUILDING CODE RECORDS MGMT		4,672.50

6250 - MUNICIPAL COURT

WA STATE TREASURER	CONTRACTUAL SERVICES CHECK NO. - 00582748	63,700.71

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 6250 - MUNICIPAL COURT	63,700.71

6300 - POLICE PENSION

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80096782	1,213.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80096716	10,916.23
TOTAL FOR 6300 - POLICE PENSION		12,129.23

6730 - PARKING & BUSINESS IMPROV DIST

DOWNTOWN SPOKANE PARTNERSHIP	DUE TO OTHER GOVERNMENTAL UNIT ACH PMT NO. - 80096733	118,331.92
TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST		118,331.92

6960 - SALARY CLEARING FUND NEW

AFLAC/AMERICAN FAMILY LIFE ASSURANCE CO OF COLUMBUS	AFLAC ACH PMT NO. - 80096769	20,189.62
CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00582805	738.84
DANIEL H BRUNNER, TRUSTEE CHAPTER 13 TRUSTEE	DANIEL H BRUNNER,TRUSTEE CHECK NO. - 00582806	200.00
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80096783	105.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80096785	20.00
EMPLOYMENT SECURITY DEPT BENEFIT PAYMENT CONTROL	EMPLOYMENT SECURITY DEPT CHECK NO. - 00582808	434.06
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00582810	959.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00582811	271,761.25
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00582811	21,697.95
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00582812	53,041.61
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	ICMA ROTH IRA CHECK NO. - 00582814	600.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00582814	78,368.80
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00582826	972.28
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80096801	44.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80096802	2,702.72
NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00582815	162.50
OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00582816	273.50
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00582818	7.00
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80096793	630.00
PRE-PAID LEGAL SERVICES INC	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00582819	418.95
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80096814	3,571.67
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80096814	15,212.35
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS INC EE ACH PMT NO. - 80096823	53,550.75
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS MEDSFO EE ACH PMT NO. - 80096823	3,158.80
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE BENEFIT TRUST-VOL LIFE ACH PMT NO. - 80096824	1,475.60
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80096818	697.50
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80096819	3,144.50
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80096827	896.55
SPOKANE POLICE GUILD LONG TERM DISABILITY	POLICE GUILD LTD ACH PMT NO. - 80096821	25,005.08
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80096820	90.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80096830	430.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80096831	328.00
STANDARD INSURANCE COMPANY	STANDARD INSURANCE CO(VL/E) ACH PMT NO. - 80096828	10,622.70
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D CHILD ACH PMT NO. - 80096828	211.80
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D SPOUSE ACH PMT NO. - 80096828	2,253.60
STATE DISBURSMENT UNIT ATTN: EMPLOYER PAYMENTS	STATE DISBURSEMENT UNIT CHECK NO. - 00582820	297.67
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00582822	12.50
UNITED WAY	UNITED WAY ACH PMT NO. - 80096836	290.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO. - 00582823	276,096.57
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FIT WITHHOLDING-CITY CHECK NO. - 00582823	952,779.70
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	MEDI WITHHOLDING-CITY CHECK NO. - 00582823	123,216.63
US BANK TRUST NA OR CITY OF SPOKANE	CITY RETIREMENT SYSTEM ACH PMT NO. - 80096837	427,843.66
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00582824	345.00
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80096840	27,265.65
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00582825	14,978.42
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	DEPT OF RET SYS-LEOFF 2 CHECK NO. - 00582827	544,348.42
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00582829	650.00
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00582830	291.20
	TOTAL FOR 6960 - SALARY CLEARING FUND NEW	2,942,391.40
	TOTAL CLAIMS	9,674,184.65

MINUTES OF SPOKANE CITY COUNCIL

Monday, November 15, 2021

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:30 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing/Administrative Sessions and the 6:00 p.m. Legislative Session were held virtually and streamed live online and aired on City Cable 5. Pursuant to Governor Jay Inslee's Fifteenth Updated Proclamation 20-28.15, dated January 19, 2021, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and the in-person attendance requirement in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

The public was encouraged to tune in to the meeting live on Channel 5, at https://my.spokanecity.org/citycable5/live, or by calling 408-418-9388 and entering an access code when prompted.

Roll Call

On roll call, Council President Beggs and Council Members Burke, Cathcart, Kinnear, Stratton, and Wilkerson were present. Council Member Mumm joined the meeting at 3:53 p.m. (Council President Beggs was in attendance in the Council Chambers and also participated in the meeting via WebEx. Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson attended the meeting via WebEx.)

City Attorney Mike Ormsby (WebEx), Director of Policy and Government Relations Brian McClatchey (WebEx), and City Clerk Terri Pfister (in Chambers) were also virtually present for the meeting.

Advance Agenda Review

The City Council received an overview from staff on the November 22, 2021, Advance Agenda items.

Action to Approve November 22, 2021, Advance Agenda
Following staff reports and Council inquiry and discussion regarding the November 22, 2021, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

> **Motion** by Council Member Burke, seconded by Council Member Wilkerson, **to approve** the November 22, 2021, Advance Agenda (as modified); **carried unanimously**.

ADMINISTRATIVE SESSION

Current Agenda Review
The City Council considered the November 15, 2021, Current Agenda.

CONSENT AGENDA

Upon Unanimous Voice Vote (in the affirmative), the City Council approved Staff Recommendations for the following items:

One-Year Value Blanket for the 2022 ammunition order from both San Diego Police Equipment and Dooley Enterprises with four annual renewal options─$175,000 for both companies. (Council Sponsor: Council Member Cathcart) (OPR 2021-0731 / RFQ 5494-21)

10-year interdepartmental agreement between the Public Works Division and the Parks Department, investing in Parks projects that achieve water savings, allow for better management of Parks landscaping, and support long-term water system needs─$250,000 annually. (Council Sponsor: Council President Beggs) (OPR 2021-0732)

Memorandum of Understanding between Spokane County, County Sheriff's Office and City Police Department to sub-award WASPC grant funds for the FY2021-2022 Regional Mental Health Field Response Team project─$833,433. (Relates to Special Budget Ordinance C36134) (Council Sponsor: Council Member Kinnear) (OPR 2021-0733)

Industrial Pretreatment Program Multi-jurisdictional Agreement with Spokane County. (Council Sponsor: Council President Beggs) (OPR 2021-0734)

Acceptance of the Washington Traffic Safety Commission Grant for Municipal DUI Court from October 1, 2021 through September 30, 2022─$50,000. (Council Sponsor: Council President Beggs) (OPR 2021-0735)

Contract Renewal with Wingfoot Commercial Tire Systems, LLC for the repair of miscellaneous tires for one year, using Washington State Contract 00519─$150,000. (Council Sponsor: Council Member Kinnear) (OPR 2019-0855)

Contract Renewal with Gall's, LLC for police uniforms for 2021 and 2022─estimated average amount of $100,000 annually. (Council Sponsor: Council Member Kinnear) (OPR 2018-0526)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through November 5, 2021, total $8,192,496.01 (Check Nos.: 582475 – 582624; ACH Payment Nos.: 96160-96403), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $7,874,087.43. (CPR 2021-0002)

City Council Meeting Minutes: November 1 and November 4, 2021. (CPR 2021-0013)

Council Recess/Executive Session
The City Council adjourned at 3:55 p.m. No Executive Session was held. The City Council reconvened at 6:01 p.m. for the Legislative Session.

LEGISLATIVE SESSION

Roll Call
On roll call, Council President Beggs, and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson were present. (Council President Beggs was in attendance in the Council Chambers and also participated in the meeting via WebEx. Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson attended the meeting via WebEx.)

Director of Policy and Government Relations Brian McClatchey (WebEx) and City Clerk Terri Pfister (in Chambers) were also virtually present for the meeting.

MAYORAL PROCLAMATION
November 2021 *Type 1 Diabetes Awareness Month*
Council Member Cathcart read the proclamation. Fondra Magee and Sam, Advocacy Team Chair for Eastern Washington, virtually accepted the proclamation and Sam remarked on the event.

COUNCIL PROCLAMATION
November 15-21, 2021 *National Apprenticeship Week in Spokane*
Council President Beggs read the proclamation. Brett Wideman, Plumbers and Pipe Fitters, virtually accepted the proclamation and remarked on the event.

ADMINISTRATIVE REPORT

Snow Plan Report

Public Works Director Marlene Feist introduced Street Director Clint Harris who provided an overview of the Snow Plan Report for the 2021-2022 snow season, and he responded to Council inquiries. Mr. Harris also remarked on today's high winds.

There were no **Boards and Commissions Appointments.**

There were no **Council Committee Reports.**

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

Special Budget Ordinance C36133 (Council President Beggs)

Subsequent to an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

> **Upon Unanimous Roll Call Vote,** the City Council **passed Special Budget Ordinance C36133** amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:
>
> Solid Waste Fund
>
> (1) Increase appropriation by $1,875,330.
> (A) The increase in appropriation is from the Solid Waste Fund's Unappropriated Reserves.
> (B) Of the increased appropriation, $1,061,284 is provided solely for machinery and equipment.
> (C) Of the increased appropriation, $814,046 is provided solely for repair and maintenance supplies.
>
> (This action allows for ordering essential parts with long lead times, in November 2021, in preparation for the planned 2022 spring outage at the Waste to Energy Plant.)
>
> **Ayes:** Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson
> **Nays:** None

Abstain: None
Absent: None

Special Budget Ordinance C36134 (Council Member Kinnear)
Subsequent to an opportunity for public testimony, with one individual speaking, and the opportunity for Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Special Budget Ordinance C36134** amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Public Safety & Judicial Grant Fund
1) Increase revenue by $833,433
a. Revenue increase due to awarded grant funding through Spokane County toward the Spokane Regional Mental Health Field Response Team program grant
2) Increase appropriations by $833,433
a. Increase in appropriations to be used towards funding 6 full-time SPD employees assigned to the Behavioral Health Unit
i. One Sergeant who will oversee the Unit
ii. One Mental Health Coordinator
iii. Four Police Officers

(This action allows acceptance of grant funding for six SPD employees assigned to the Behavior Health Unit.) (Relates to OPR 2021-0733 under 3:30 p.m. Consent Agenda)

Ayes: Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson
Nays: None
Abstain: None
Absent: None

Special Budget Ordinance C36135 (Council Member Kinnear)
Subsequent to an opportunity for public testimony, with one individual speaking, and Council commentary, the following action was taken:

Upon 6-1 Roll Call Vote, the City Council **passed Special Budget Ordinance C36135** amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year

ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Public Safety & Judicial Grant Fund
1) Increase revenue by $69,341
a. $69,341 of the increased revenue in the Police department is a distribution from the state to assist with one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020 and June 30, 2021
2) Increase appropriations by $69,341
a. Increase in appropriations will be used to procure safety equipment for the Spokane Police Hostage Negotiation Team

(This action allows for procuring additional safety equipment and tools to adhere to new state legislation.)

Ayes: Beggs, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson
Nays: Burke
Abstain: None
Absent: None

Special Budget Ordinance C36136 (Council Member Kinnear)
Subsequent to an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Special Budget Ordinance C36136** amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

General Fund
(1) Decrease the appropriation for Assistant Prosecutor in Legal by $28,000.
(2) Increase the appropriation for the Interpreter Costs in Legal by $28,000.
(3) There is no change to the appropriation level in the General Fund.

(This action allows for covering increased interpreter costs in 2021.)
(Council Sponsor: Council Member Kinnear)

Ayes: Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson
Nays: None
Abstain: None

Absent: None

There were no **Emergency Ordinances.**

RESOLUTIONS

Resolution 2021-0095 (Council Sponsor: Council President Beggs)

Subsequent an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

> **Upon Unanimous Roll Call Vote,** the City Council **adopted Resolution 2021-0095** regarding an update to Appendix "A" of the Public Rule for the City of Spokane Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees.
>
> **Ayes:** Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson
> **Nays:** None
> **Abstain:** None
> **Absent:** None

FINAL READING ORDINANCES

Final Reading Ordinance C36132 (Council Sponsor: Council Member Kinnear)

Subsequent to an opportunity for public testimony, with none provided, and Council commentary, the following action was taken:

> **Upon Unanimous Roll Call Vote,** the City Council **passed Final Reading Ordinance C36132** reducing fees for construction of accessory dwelling units; amending sections 8.02.031, 8.02.066, 13.04.2042, and 13.03.0732 of the Spokane Municipal Code.
>
> **Ayes:** Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson
> **Nays:** None
> **Abstain:** None
> **Absent:** None

There were no **First Reading Ordinances.**

There were no **Special Considerations.**

HEARINGS

Continuation of Hearing on Proposed 2022 Budget (continued from November 8, 2021) (FIN 2021-0001)

The City Council continued its hearing on the Proposed 2022 Budget. There was an opportunity for public testimony, with no individuals requesting to speak. Subsequent to commentary by Council President Beggs, the following action was taken:

> **Motion** by Council Member Burke, seconded by Council Member Mumm, **to continue** the Public Hearing on the 2022 Proposed Budget to November 22; **carried unanimously.**

OPEN FORUM

The following individuals spoke during Open Forum:

- Cherrie Barnett
- Nicolette Ocheltree
- Anwar Peace
- Kim Schmidt

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 6:46 p.m.

Minutes prepared and submitted for publication in the November 24, 2021, issue of the *Official Gazette*.

_____
Terri Pfister
Spokane City Clerk

Approved by Spokane City Council on _____, 2021.

_____
Breean Beggs
City Council President

Agenda Sheet for City Council Meeting of: 11/29/2021		**Date Rec'd**	11/17/2021
		Clerk's File #	CPR 1982-0071
		Renews #	
Submitting Dept	MAYOR	**Cross Ref #**	
Contact Name/Phone	TESSA DELBRIDGE 625-6716	**Project #**	
Contact E-Mail	TDELBRIDGE@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Boards and Commissions Appointments	**Requisition #**	
Agenda Item Name	0520 REAPPOINTMENT TO SPOKANE AIRPORT BOARD		

Agenda Wording

Reappoint Jennifer West to the Spokane Airport Board to serve a three-year term from 1/1/2022 to 12/31/2024

Summary (Background)

Reappoint Jennifer West to the Spokane Airport Board to serve a three-year term from 1/1/2022 to 12/31/2024

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact	**Budget Account**
Select **$**	**#**
Select **$**	**#**
Select **$**	**#**
Select **$**	**#**

Approvals		**Council Notifications**	
Dept Head	COTE, BRANDY	**Study Session\Other**	
Division Director		**Council Sponsor**	
Finance		**Distribution List**	
Legal		tdelbridge@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	thart@spokaneairports.net	
Additional Approvals			
Purchasing			

Agenda Sheet for City Council Meeting of: 11/29/2021		**Date Rec'd**	11/17/2021
		Clerk's File #	CPR 1992-0059
		Renews #	
Submitting Dept	MAYOR	**Cross Ref #**	
Contact Name/Phone	TESSA DELBRIDGE 625-6716	**Project #**	
Contact E-Mail	TDELBRIDGE@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Boards and Commissions Appointments	**Requisition #**	
Agenda Item Name	0520 REAPPOINTMENTS TO BICYCLE ADVISORY BOARD		

Agenda Wording

Reappoint Grant Shipley and Taylor Stevens to the Bicycle Advisory Board to serve a three-year term from 12/1/2021 to 11/30/2024

Summary (Background)

Reappoint Grant Shipley and Taylor Stevens to the Bicycle Advisory Board to serve a three-year term from 12/1/2021 to 11/30/2024

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact	**Budget Account**
Select **$**	**#**
Select **$**	**#**
Select **$**	**#**
Select **$**	**#**

Approvals		**Council Notifications**	
Dept Head	COTE, BRANDY	**Study Session\Other**	
Division Director		**Council Sponsor**	
Finance		**Distribution List**	
Legal		tdelbridge@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	cquinnhurst@spokanecity.org	
Additional Approvals			
Purchasing			

Agenda Sheet for City Council Meeting of: 11/29/2021		Date Rec'd	11/15/2021
		Clerk's File #	ORD C36145
		Renews #	
Submitting Dept	NEIGHBORHOOD, HOUSING & HUMAN SERVICES	Cross Ref #	
Contact Name/Phone	JACOB MILLER X 6421	Project #	
Contact E-Mail	JMILLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	1680 - SBO FOR CANNON SHELTER CAPITAL IMPROVEMENTS		

Agenda Wording

SBO for the improvements for the Cannon Shelter include upgrades to the electrical system and a small quarantine structure to properly serve members of our community. The electrical upgrades are to begin as soon as possible as winter approaches.

Summary (Background)

The Facilities Management department is responsible for maintenance and upgrades to the Cannon Shelter as needed. The shelter is currently needing upgrades to the electrical system to handle the needed power load. The current system limits the ability to properly serve citizens staying in the shelter. Use of high-powered devices such as microwaves frequently trip breakers within the shelter.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact		Budget Account
Revenue	$ 250,000	# 5901-71300-99999-39710-99999
Expense	$ 250,000	# 5901-71300-94000-56301-99999
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	DAVIS, KIRSTIN	Study Session\Other	F&A 11-15-2021
Division Director	DAVIS, KIRSTIN	Council Sponsor	CM Wilkerson
Finance	WALLACE, TONYA	Distribution List	
Legal	PICCOLO, MIKE	bwilkerson@spokanecity.org; mcarlos@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	twallace@spokanecity.org; pingiosi@spokanecity.org	
Additional Approvals		jmiller@spokanecity.org; sbrown@spokanecity.org	
Purchasing		ddaniels@spokanecity.org; ablain@spokanecity.org	
MANAGEMENT & BUDGET	INGIOSI, PAUL		

Briefing Paper
Finance & Administration Committee

Division & Department:	Facilities Management - Asset Management Capital Fund & CHHS – Human Services (General Fund)
Subject:	SBO for Cannon Shelter Capital Improvements
Date:	November 15, 2021
Author (email & phone):	Jacob Miller [jmiller@spokanecity.org 509-625-6421]
City Council Sponsor:	Betsy Wilkerson
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance and Administration Committee
Type of Agenda item:	☐ Consent ☒ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness
Strategic Initiative:	Safe & Healthy / Reduce Homelessness
Deadline:	The improvements for the Cannon Shelter include upgrades to the electrical system and a small quarantine structure to properly serve members of our community. **The electrical upgrades are to begin as soon as possible as winter approaches.**
Outcome: (deliverables, delivery duties, milestones to meet)	Transfer $250,000 that is set aside in the CHHS Department, General Fund, to Facilities Management for capital improvements planned at the Cannon Shelter.

Background/History:

The Facilities Management department is responsible for maintenance and upgrades to the Cannon Shelter as needed. The shelter is currently needing upgrades to the electrical system to handle the needed power load. The current system limits the ability to properly serve citizens staying in the shelter. Use of high-powered devices such as microwaves frequently trip breakers within the shelter.

The shelter has been using two recreational vehicles (RVs) to quarantine people who have been exposed to COVID-19. The RVs will be replaced with a portable construction office structure. The new structures will require access to electricity and will be part of electrical system upgrade.

Executive Summary:

- Cannon Shelter: Facilities Management is upgrading the shelter's electrical system and will be establishing a portable construction office to replace two RVs used for COVID-19 quarantine.
- $250,000 will be transferred from CHHS (General Fund) to Facilities Management for these and other minor capital improvements needed for a 24/7 shelter facility.

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No
Annual/Reoccurring expenditure? ☐ Yes ☒ No
If new, specify funding source: N/A
Other budget impacts: None – was already budgeted in CHHS

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ☒ No
Specify changes required: None
Known challenges/barriers: None

ORDINANCE NO C36145

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, “An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage,” and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the Asset Management 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 Asset Management Capital Fund, and the budget annexed thereto with reference to the Asset Management Capital Fund, the following changes be made:

(1) Increase revenue by $250,000.
(A) $250,000 of the increased revenue represents a transfer in from the General Fund.

(2) Increase expenditures by $250,000.
(A) $250,000 of the increased expenditure is provided solely for capital improvements to the Cannon Street Shelter, including the addition of supplementary shelter structures on the premises to be used for providing shelter to persons who have been exposed to COVID-19.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need for capital improvements to the Cannon Street shelter, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

_____
Council President

Attest:_____
City Clerk

Approved as to form:_____
Assistant City Attorney

_____ _____
Mayor Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 11/29/2021		Date Rec'd	11/15/2021
		Clerk's File #	ORD C36146
		Renews #	
Submitting Dept	MANAGEMENT & BUDGET	Cross Ref #	
Contact Name/Phone	PAUL INGIOSI X6061	Project #	
Contact E-Mail	PINGIOSI@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	0410 - SBO FOR STATION 1 FIRE BOILER REPLACEMENT		

Agenda Wording

SBO for replacement of the HVAC boiler for Station 1/Fire Administration by Pro Mechanical Services Inc.

Summary (Background)

Several years ago, the boiler that serves Fire Station 1 and Fire Administration had been identified as reaching the end of its service life. This 80% efficient, legacy boiler is the sole source of heat for both facilities. Funding for boiler replacement has been unidentified in recent-year capital plans. As a stop-gap measure, the condition of the boiler has been closely monitored each heating season and repairs have been made on an as-needed basis. The boiler is now beyond repair.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 133,000	# 5901-79160-94000-56203-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	INGIOSI, PAUL	Study Session\Other	F&A 11-15-2021
Division Director	WALLACE, TONYA	Council Sponsor	CM Kinnear
Finance	WALLACE, TONYA	Distribution List	
Legal	PICCOLO, MIKE	lkinnear@spokanecity.org; gbyrd@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	twallace@spokanecity.org; pingiosi@spokanecity.org	
Additional Approvals		dstockdill@spokanecity.org; kschmitt@spokanecity.org	
Purchasing		lmartelle@spokanecity.org; ddaniels@spokanecity.org	
MANAGEMENT & BUDGET	INGIOSI, PAUL	ablain@spokanecity.org	

Briefing Paper
(Finance/Administration)

Division & Department:	Fire
Subject:	SBO for Station 1 Fire Boiler Replacement
Date:	11/15/2021
Author (email & phone):	Paul Ingiosi, pingiosi@spokanecity.org, ext. 6061
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Schaeffer
Committee(s) Impacted:	Finance/Administration
Type of Agenda item:	X Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget/Capital Plan
Strategic Initiative:	Adequate Capital Facilities and Utilities
Deadline:	As soon as possible
Outcome: (deliverables, delivery duties, milestones)	Approval of SBO for replacement of the HVAC boiler for Station 1/Fire Administration by Pro Mechanical Services Inc.

Background/History: Several years ago, the boiler that serves Fire Station 1 and Fire Administration had been identified as reaching the end of its service life. This 80% efficient, legacy boiler is the sole source of heat for both facilities. Funding for boiler replacement has been unidentified in recent-year capital plans. As a stop-gap measure, the condition of the boiler has been closely monitored each heating season and repairs have been made on an as-needed basis. The boiler is now beyond repair due to an irreparable leak in the primary heat exchanger. Due to the changing season, there is an immediate need for heat and the boiler must be replaced without delay. A 96% efficient modular boiler has been sourced as a replacement. Purchase has been coordinated with the Purchasing Department utilizing the Emergency Justification process. The Legal Department has drafted a contract with Pro Mechanical Services Inc.

Executive Summary:

- **Time Critical –** Immediate replacement is necessary due to decreasing seasonal temperatures and continued supply-chain delays for equipment and components.
- **Mission essential** – This boiler is the sole source of heat for both facilities.
- **Experienced Service Provider –** Pro Mechanical Services Inc. is the primary contractor for maintenance and repair of the legacy HVAC system at Station 1/Fire Administration and is very familiar with the intricacies of this system.
- **Cost** – Total cost for the new boiler and associated equipment, including 9.0% WSST, is $132,707.50. A $9,000 Avista rebate will be applied upfront to reduce City expenditures. Unappropriated reserves from the Asset Management Capital fund would be used for replacement purchase.

Budget Impact:

Approved in current year budget? ☐ Yes ☑ No

Annual/Reoccurring expenditure? ☐ Yes ☑ No

If new, specify funding source: Emergency

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

Operations Impact:

Consistent with current operations/policy? ☑ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☑ No

Specify changes required: None

Known challenges/barriers: None

ORDINANCE NO C36146

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, “An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage,” and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the Asset Management 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 Asset Management Fund, and the budget annexed thereto with reference to the Asset Management Fund, the following changes be made:

(1) Increase appropriation by $133,000.
(A) $133,000 of the increased appropriation is provided solely for emergency capital outlay and machinery & equipment expenses.
(B) The increase in appropriation is from the Asset Management Fund’s Unappropriated Reserves.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to purchase a replacement boiler for Fire Station 1, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

_____
Council President

Attest:_____
City Clerk

Approved as to form:_____
Assistant City Attorney

_____ _____
Mayor Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 11/29/2021		Date Rec'd	11/15/2021
		Clerk's File #	ORD C36147
		Renews #	
Submitting Dept	MANAGEMENT & BUDGET	Cross Ref #	
Contact Name/Phone	PAUL INGIOSI X6061	Project #	
Contact E-Mail	PINGIOSI@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	0410 - SBO FOR CLARKE AVE LANDSLIDE ACCOUNTING		

Agenda Wording

SBO to Adjust Landslide appropriation.

Summary (Background)

City Council adopted Ordinance C36111 on October 4, 2021 to fund necessary operational expenses related to the emergency situation created by the Clarke Avenue landslide. The SBO increased revenue to the Engineering Services department by $2.1 million with $1.6 million in anticipated FEMA reimbursements and $0.6 million from the City's unappropriated reserves.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Revenue	$ (1,575,000)	# 0370-95163-99999-33418-99999
Expense	$ (1,575,000)	# 0370-95163-42300-54201-99999
Revenue	$ 2,100,000	# 3200-95163-99999-3XXXX-99999
Expense	$ 2,100,000	# 3200-95163-99999-54201-99999

Approvals		Council Notifications	
Dept Head	INGIOSI, PAUL	Study Session\Other	F&A 11-15-2021
Division Director	WALLACE, TONYA	Council Sponsor	CM Wilkerson
Finance	WALLACE, TONYA	Distribution List	
Legal	PICCOLO, MIKE	bwilkerson@spokanecity.org; mcarlos@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	twallace@spokanecity.org; pingiosi@spokanecity.org	
Additional Approvals		mmurray@spokanecity.org; korlob@spokanecity.org	
Purchasing		ddaniels@spokanecity.org; ablain@spokanecity.org	
MANAGEMENT & BUDGET	INGIOSI, PAUL		

Briefing Paper
Finance and Administration Committee

Division & Department:	Finance – Accounting
Subject:	SBO for Clarke Ave Landslide Accounting
Date:	11/15/21
Contact (email & phone):	Paul Ingiosi (pingiosi@spokanecity.org / 509-625-6061)
City Council Sponsor:	Council Member Wilkerson
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance and Administration Committee
Type of Agenda item:	☐ Consent ☒ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	SBO to Adjust Landslide Appropriation

Background/History:

City Council adopted Ordinance C36111 on October 4, 2021 to fund necessary operational expenses related to the emergency situation created by the Clarke Avenue landslide. The special budget ordinance increased revenue to the Engineering Services department by $2.1 million with $1.6 million in anticipated Federal Emergency Management Agency reimbursements and $0.6 million from the City's unappropriated reserves. The ordinance also increased the expenditure authority of the Engineering Services department by $2.1 million solely for emergency work related to the Clarke Avenue landslide.

Since then, Finance staff have determined the more appropriate fund for these revenues and expenditures is the Arterial Street Fund, which is a capital projects fund.

Executive Summary:

Budget authority for emergency work related to the Clarke Avenue landslide is shifted from the Engineering Services department in the General Fund to the Arterial Streets Fund. The funding sources remain the same.

Budget Impact:

Approved in current year budget? ☒Yes ☐No ☐N/A
Annual/Reoccurring expenditure? ☐Yes ☒No ☐N/A
If new, specify funding source:
Other budget impacts:

Operations Impact:

Consistent with current operations/policy? ☒Yes ☐No ☐N/A
Requires change in current operations/policy? ☐Yes ☒No ☐N/A
Specify changes required:
Known challenges/barriers:

ORDINANCE NO C36147

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the various funds, 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 General Fund, the following changes be made:

(1) Decrease revenue by $1,575,000.
(A) $1,575,000 of the decreased revenue represents the estimated amount that was to be reimbursed by the Federal Emergency Management Agency. The reimbursement will shift to the Arterial Street Fund.

(2) Decrease appropriation by $1,575,000.
(A) $1,575,000 of the decreased appropriation was provided to the Engineering Services department solely for the purpose of emergency work related to the Clarke Ave. landslide. The emergency work will shift to the Arterial Street fund.

Section 2. That in the budget of the Arterial Street Fund, and the budget annexed thereto with reference to the Arterial Street Fund, the following changes be made:

(1) Increase revenue by $2,100,000.
(A) $1,575,000 of the increased revenue represents the estimated amount to be reimbursed by the Federal Emergency Management Agency.
(B) $525,000 of the increased revenue represents a transfer in from the General Fund.

(2) Increase appropriation by $2,100,000.
(A) $2,100,000 of the appropriation is provided solely for the purpose of emergency work related to the Clarke Ave. landslide.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to fund necessary operation expenses related to the emergency situation created by the Clarke Ave. Landslide, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

_____
Council President

Attest:_____
City Clerk

Approved as to form:_____

Assistant City Attorney

_____ _____

Mayor Date

_____

Effective Date

Agenda Sheet for City Council Meeting of: 11/29/2021		Date Rec'd	11/15/2021
		Clerk's File #	ORD C36148
		Renews #	
Submitting Dept	MANAGEMENT & BUDGET	Cross Ref #	
Contact Name/Phone	PAUL INGIOSI X6061	Project #	
Contact E-Mail	PINGIOSI@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	0410 - SBO FOR YEAR-END APPROPRIATION AUTHORITY		

Agenda Wording

SBO to Adjust Year-End Appropriation Authority.

Summary (Background)

Staff recommends increasing the expenditure appropriation levels for four funds, three of which are included in this SBO (a fourth for the Fire/EMS Fund will be submitted separately): Iron Bridge TIF Debt Service Fund ($200); University District LRF Debt Service Fund ($1); and the Golf Fund ($340,745). Budget authority for three funds in danger of exceeding their 2021 current appropriation levels is offset by unappropriated reserves in the respective funds.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 200	# 2500-49020-97185-80102-99999
Expense	$ 1	# 2502-79130-97185-80102-99999
Expense	$ 340,745	# 4600-55100-94000-56301-99999
Select	$	#

Approvals		Council Notifications	
Dept Head	INGIOSI, PAUL	Study Session\Other	F&A 11-15-2021
Division Director	WALLACE, TONYA	Council Sponsor	CM Wilkerson
Finance	WALLACE, TONYA	Distribution List	
Legal	PICCOLO, MIKE	bwilkerson@spokanecity.org; mcarlos@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	twallace@spokanecity.org; pingiosi@spokanecity.org	
Additional Approvals		mmurray@spokanecity.org; ddaniels@spokanecity.org	
Purchasing		ablain@spokanecity.org	
MANAGEMENT & BUDGET	INGIOSI, PAUL		

Briefing Paper
Finance and Administration Committee

Division & Department:	Finance – Accounting
Subject:	SBO for Year-End Appropriation Authority
Date:	11/15/21
Contact (email & phone):	Paul Ingiosi (pingiosi@spokanecity.org / 509-625-6061)
City Council Sponsor:	Council Member Wilkerson
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance and Administration Committee
Type of Agenda item:	☐ Consent ☒ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	SBO to Adjust Year-End Appropriation Authority

Background/History:

Management and Budget staff compared 2021 budget appropriation versus actual expenditures at the fund level through October 2021. Funds that were projected to exceed their budgeted amounts by year-end, based on prior year spending patterns, were identified. Staff reached out to the accounting team members responsible for those identified funds to compare projections and solicit feedback.

Of the 21 funds identified as potentially exceeding their budget authority, staff recommends increasing the expenditure appropriation levels for four funds. Three funds are included in a Special Budget Ordinance (SBO); an SBO for the fourth, the Fire/EMS Fund, will be submitted separately.

Executive Summary:

Staff recommends increasing the expenditure appropriation levels for four funds, three of which are included in this SBO (a fourth for the Fire/EMS Fund will be submitted separately): Iron Bridge TIF Debt Service Fund ($200); University District LRF Debt Service Fund ($1); and the Golf Fund ($340,745). Budget authority for three funds in danger of exceeding their 2021 current appropriation levels is offset by unappropriated reserves in the respective funds.

Budget Impact:

Approved in current year budget? ☐Yes ☒No ☐N/A
Annual/Reoccurring expenditure? ☐Yes ☒No ☐N/A
If new, specify funding source:
Other budget impacts:

Operations Impact:

Consistent with current operations/policy? ☒Yes ☐No ☐N/A
Requires change in current operations/policy? ☐Yes ☒No ☐N/A
Specify changes required:
Known challenges/barriers:

ORDINANCE NO C36148

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, “An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage,” and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of various funds, 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 Iron Bridge TIF Debt Service Fund, and the budget annexed thereto with reference to the Iron Bridge TIF Debt Service Fund, the following changes be made:

1) Increase appropriation by $200.
A) $200 of the increased appropriation is provided solely for debt payment.

Section 2. That in the budget of the University District LRF Debt Service Fund, and the budget annexed thereto with reference to the University District LRF Debt Service Fund, the following changes be made:

1) Increase appropriation by $1.
A) $1 of the increased appropriation is provided solely for debt payment.

Section 3. That in the budget of the Golf Fund, and the budget annexed thereto with reference to the Golf Fund, the following changes be made:

1) Increase appropriation by $340,745.
A) $340,745 of the increased appropriation is provided solely for other improvements including roof and HVAC replacement.

Section 4. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust appropriation authority in selected funds and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

_____
Council President

Attest:_____
City Clerk

Approved as to form:_____
Assistant City Attorney

_____ _____
Mayor Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 11/29/2021		Date Rec'd	11/15/2021
		Clerk's File #	ORD C36149
		Renews #	
Submitting Dept	MUNICIPAL COURT	Cross Ref #	
Contact Name/Phone	HOWARD DELANEY X4400	Project #	
Contact E-Mail	HDELANEY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	0560 - SBO FOR INTERLOCAL JOINT USE AGREEMENT WITH SPOKANE COUNTY		

Agenda Wording

SBO for the Court and Community Justice Services to pay their respective 2020 invoices for joint use space recently received from Spokane County.

Summary (Background)

Due to the delayed invoicing cycle from Spokane County and the manner the City uses those invoices to project the Court's and Community Justice Service's annual budget for space in County facilities, each year the Court and Probation must identify funds in their respective budgets to fill the deficiency in funds budgeted for joint use rent expenses.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ (12,545)	# 0690-16100-23300-09540-99999
Expense	$ 12,545	# 0690-16100-23500-54501-99999
Expense	$ (75,000)	# 0560-13100-12500-00120-99999
Expense	$ 75,000	# 0560-13100-12500-54501-99999

Approvals		Council Notifications	
Dept Head	DELANEY, HOWARD	Study Session\Other	F&A 11-15-2021
Division Director	LOGAN, MARY	Council Sponsor	CM Wilkerson
Finance	BUSTOS, KIM	Distribution List	
Legal	PICCOLO, MIKE	bwilkerson@spokanecity.org; mcarlos@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	twallace@spokanecity.org; pingiosi@spokanecity.org	
Additional Approvals		rkokot@spokanecity.org; ddaniels@spokanecity.org	
Purchasing		ablain@spokanecity.org	
MANAGEMENT & BUDGET	INGIOSI, PAUL		

Briefing Paper
(Urban Experience)

Division & Department:	Municipal Court & Community Justice Services
Subject:	SBO for Interlocal Joint Use Agreement with Spokane County
Date:	November 8, 2021
Contact (email & phone):	Howard Delaney hdelaney@spokanecity.org / 509-625-4400
City Council Sponsor:	CM Wilkerson
Executive Sponsor:	Howard Delaney
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	☐ Consent ☒ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan – Safe & Healthy
Strategic Initiative:	Advance public safety through criminal justice reform
Deadline:	11/30/2021
Outcome: (deliverables, delivery duties, milestones to meet)	Will permit the Court and Community Justice Services to pay their respective 2020 invoices for joint use space recently received from Spokane County.

Background/History:

Due to the delayed invoicing cycle from Spokane County and the manner the City uses those invoices to project the Court's and Community Justice Service's annual budget for space in County facilities, each year the Court and Probation must identify funds in their respective budgets to fill the deficiency in funds budgeted for joint use rent expenses.

Executive Summary:

The Court and Community Justice Services requires additional funds to adjust for an unbudgeted deficit in funds available to pay invoices from the Spokane County for 2020 joint use space in the Public Safety Building and Courthouse Annex.

SBO transfers will include:

Probation:

$12,545: From – 0690-16100-23300-09540-99999 Probation Officer 1
To – 0690-16100-23500-54501-99999 Operating lease

Muni Court:

$75,000: From – 0560-13100-12500-00120-99999 Court Clerk I
To – 0560-13100-12500-54501-99999 Operating lease

Budget Impact: No impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Annual/Reoccurring expenditure? ☒ Yes ☐ No ☐ N/A

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required: None

Known challenges/barriers: Adjusting City budgeting process so this ceases reoccuring on an annual basis.

ORDINANCE NO C36149

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, “An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage,” and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, 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 General Fund, the following changes be made:

(1) Decrease the appropriation for the Probation Officer I position in the Community Justice Services department by $12,545.
(2) Increase the appropriation for operating lease in the Community Justice Services department by $12,545.

(3) Decrease the appropriation level for the Court Clerk I position in the Municipal Court department by $77,500.
(4) Increase the appropriation level for operating lease in the Municipal Court department by $77,500.

(A) There is no change to the 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 the need to increase the operating lease budget to pay the 2020 Public Safety Building and Courthouse Annex joint-use rent, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

_____
Council President

Attest:_____
City Clerk

Approved as to form:_____
Assistant City Attorney

_____ _____
Mayor Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 11/29/2021		Date Rec'd	11/15/2021
		Clerk's File #	ORD C36150
		Renews #	
Submitting Dept	FIRE	Cross Ref #	
Contact Name/Phone	CHIEF SCHAEFFER X7001	Project #	
Contact E-Mail	BSCHAEFFER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	1970 - SBO FOR FIRE MOBILIZATION RECOVERIES		

Agenda Wording

SBO to reflect cost and reimbursement of efforts responding to regional wildland fire mobilizations during 2021.

Summary (Background)

SFD personnel were deployed to assist and work 24 individual mobilizations throughout the region during 2021; accumulating a total cost on the department of $990,142 in overtime and other associated expenses. These costs are reimbursed by various state agencies; primarily the Department of Natural Resources.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Revenue	$ 756,812	# 1970-35126-99999-34222-99999
Expense	$ 685,420	# 1970-35126-22200-51216-99999
Expense	$ 32,064	# 1970-35126-22200-53211-99999
Expense	$ 39,328	# 1970-35126-22200-544XX-99999

Approvals		Council Notifications	
Dept Head	SCHAEFFER, BRIAN	Study Session\Other	F&A 11-15-2021
Division Director	SCHAEFFER, BRIAN	Council Sponsor	CM Kinnear
Finance	WALLACE, TONYA	Distribution List	
Legal	PICCOLO, MIKE	lkinnear@spokanecity.org; gbyrd@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	twallace@spokanecity.org; pingiosi@spokanecity.org	
Additional Approvals		kschmitt@spokanecity.org; ddaniels@spokanecity.org	
Purchasing		bschaeffer@spokanecity.org; ablain@spokanecity.org	
MANAGEMENT & BUDGET	INGIOSI, PAUL		

Briefing Paper
Finance Committee

Division & Department:	Spokane Fire Department
Subject:	SBO for Fire Mobilization Recoveries
Date:	11/15/2021
Contact (email & phone):	Brian Schaeffer bschaeffer@spokanecity.org 625-7001
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	Brian Schaeffer
Committee(s) Impacted:	Public Safety Community Health Committee
Type of Agenda item:	☐ Consent ☒ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of SBO to reflect cost and reimbursement of efforts responding to regional wildland fire mobilizations during 2021.

Background/History: SFD personnel were deployed to assist and work 24 individual mobilizations throughout the region during 2021; accumulating a total cost on the department of $990,142 in overtime and other associated expenses. These costs are reimbursed by various state agencies; primarily the Department of Natural Resources.

Executive Summary:

- SBO needed to update budget so that it accurately reflects total unbudgeted expenditures and reimbursement revenues related to these mobilizations
- As these was unbudgeted events, Fire has had to absorb the costs through use of existing budget meant for other purposes
- Total amount of SBO $756,812
    - This is the amount in-excess of the adopted budget amount

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No ☐ N/A

Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A

If new, specify funding source: Dept of Natural Resources

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:

ORDINANCE NO ORD C36150

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, “An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage,” and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the Fire/EMS 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 Fire/EMS Fund, and the budget annexed thereto with reference to the Fire/EMS Fund, the following changes be made:

1) Increase revenue by $756,812
    a. Revenue received by the department as reimbursement of costs incurred responding to regional fire mobilizations
2) Increase appropriations by $756,812
    a. Increase in appropriations to offset costs incurred responding to regional fire mobilizations
    b. Costs related to overtime/backfill, and travel/lodging

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 unbudgeted costs related to responding to regional wildfire mobilizations and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

_____
Council President

Attest:_____
City Clerk

Approved as to form:_____
Assistant City Attorney

_____ _____
Mayor Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 11/29/2021		Date Rec'd	11/24/2021
		Clerk's File #	ORD C36155
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BREEAN BEGGS 625-6254	Project #	
Contact E-Mail	BBEGGS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Emergency Ordinance	Requisition #	
Agenda Item Name	0320 - AMENDING PUBLIC WORKS APPRENTICESHIP REQUIREMENTS		

Agenda Wording

An emergency ordinance amending the requirements and framework for the public works apprenticeship program.

Summary (Background)

Recent amendments to state law have expanded the City of Spokane's authority to implement supplemental responsible bidder criteria. The City's public works apprenticeship program has not been updated since 2017. The City and its public works projects, are in dire need of highly-trained workers to accomplish the work within various specific craft areas to maintain the high degree of public health, safety, and welfare demanded by our residents.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MCCLATCHEY, BRIAN	Study Session\Other	PIES Comm., 11/22/21
Division Director		Council Sponsor	CP Beggs
Finance		Distribution List	
Legal			
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

ORDINANCE NO C36155

An ordinance improving the public works apprenticeship program to match recent updates to state law and increase apprenticeship utilization; updating the process of seeking exemptions; specifying "per craft" apprenticeship utilization requirements; introducing a graduated penalty schedule; and making associated technical corrections; amending sections 07.06.720, 07.06.730, 07.06.760, 07.06.770, and 07.06.780; and enacting new sections 07.06.725 and 07.06.790 of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, recent amendments to state law have expanded the City of Spokane's authority to implement supplemental responsible bidder criteria; and

WHEREAS, the City's public works apprenticeship program has not been updated since 2017, despite the fact that various improvements in the state law on apprenticeship programs have been made in the past four years; and

WHEREAS, some provisions of the apprenticeship program, such as reporting and data collection and minimum required contract terms, are in need of updating and greater specification; and

WHEREAS, employers across the City of Spokane, and particularly the City itself and its public works projects, are in dire need of highly-trained workers to accomplish the work within various specific craft areas to maintain the high degree of public health, safety, and welfare demanded by our residents; increasing this training through apprenticeships is the best way to increase the welfare of the workers who need additional training and work experience; and make the most of our tax dollars; the City Council determines that this ordinance must be made effective immediately upon passage, as necessary for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.06.720 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.720 Administration of Apprenticeship Program

A. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars ($600,000) or more, at least ((~~ten (10) percent in 2016 and~~)) fifteen (15) percent ((~~in years 2017 and beyond,~~)) of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and

utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

B. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars ($100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program ((~~provided there is a state-approved apprenticeship training program for the trade for which a subcontract is issued~~)).

C. The City Administrator shall implement and administer this article and shall develop and adopt procedures to implement and enforce this Article X of Chapter 07.06 SMC. The City Administrator shall establish and maintain contract specification language to implement the apprenticeship requirement as required by SMC 07.06.725, and such other supplemental contract language as needed. The City Administrator shall develop and implement a system for monitoring the actual use of apprentices on Public Works projects, maintaining, and reporting such data as required by SMC 07.06.790.

((~~D. The City Administrator shall establish a monitoring program to verify compliance with this article and shall report to the City Council at least twice each year to report on the apprenticeship program.~~))

((~~E.~~)) D. Each contractor on city Public Works construction projects to which this article applies shall incorporate the requirements of this article in all subcontracts for the project and shall require each subcontractor to which this chapter applies to execute a form, to be provided by the city, acknowledging that the requirements of this article are applicable to the labor hours for the project.

Section 2. That there is enacted a new section 07.06.725 of the Spokane Municipal Code to read as follows:

Section 07.06.725 Minimum Required Contract Terms

In each public works construction contract which is subject to this Article X, there shall be specific line items specifying that apprenticeship utilization goals shall be met, monetary incentives for meeting the goals, monetary penalties for not meeting the goals as described in SMC 07.06.760, and an expected cost value, if any, to be included in the bid associated with meeting the goals. All contracts subject to this Article X must include specifications that a contractor or subcontractor may not be required to exceed the apprenticeship utilization requirements of this section.

Section 3. That Section 07.06.730 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.730 Waiver of Reduction of Goals

The City Administrator may, after notifying the City Council and the representatives of the affected worker representative(s) and contractor(s), waive or reduce the apprenticeship participation percentage on Public Works construction projects ((~~with prior written notice to the city council~~)). The notice ((~~to the City Council~~)) shall describe the facts and circumstances upon which the City Administrator's decision to reduce the apprenticeship participation percentage is based. These factual findings must show that (1) there is a demonstrated lack of ability to obtain apprentices in a specific geographic area or field; (2) a disproportionately an unusually high ratio of material costs to labor hours on the particular projects does not make feasible the required minimum level of apprentice participation hours; (3) the reasonable and necessary requirements of the contract or subcontract render apprentice utilization infeasible at the required levels due to specialized training and safety requirements which are not available through the local available state-approved apprenticeship training programs; or (4) participating contractors or subcontractors cannot meet the utilization requirements despite demonstrated good faith efforts to comply with the requirements of this article, which efforts are described in the notice. Any notice(s) provided under this section shall be issued prior to the conclusion of the work to which the waiver notice applies.

Section 4. That section 07.06.760 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.760 Penalty

A. ((~~All City Public Works contracts involving this article shall include a provision establishing~~))For each unmet labor hour required by this Article X, there shall be imposed a penalty equal to thirty percent (30%) of the highest paid craft hourly rate on the Public Works project as determined by prevailing wages ((~~for each unmet labor hour to be imposed by the City Administrator~~)) on each contractor who violates the provisions of this article. For a second violation within five years of the first violation, the penalty shall be sixty percent (60%), and for a third or subsequent violation within five years of the first violation, the penalty shall be ninety percent (90%).
B. The specific facts and circumstances and the existence and extent of any good faith efforts to comply shall be considered when determining whether a contractor is subject to debarment under SMC 07.06.610(B).
C. The City Administrator shall dedicate all revenues derived from penalties imposed for violation of this Article X to grants to state-approved pre-

apprenticeship programs to assist minorities, women, and residents of CEZs as defined in this Article X.

Section 5. That section 07.06.770 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.770 Appeals

A. An appeal may be filed with the City's Hearing Examiner by any contractor or Washington State registered apprenticeship program regarding the City Administrator's decision to waive or reduce the apprenticeship participation percentage or the City Administrator's imposition of penalties pursuant to SMC 07.06.760.
B. Appeals shall be filed within ten (10) business days of the City Administrator's decision. Appeals shall be processed consistent with SMC 17G.050.310-320.
C. The Hearing Examiner shall either affirm or reverse the decision of the City Administrator. If the Hearing Examiner reverses the City Administrator's decision, the matter shall be remanded to the City Administrator to decide the matter consistent with the Hearing Examiner's decision.
D. An appeal shall not act as a stay to a Public Works construction project. A decision by the Hearing Examiner regarding the waiver or reduction of the apprenticeship participation percentage shall be only apply prospectively. A decision by the Hearing Examiner affirming the City Administrator's assessment of penalties may be taken into account when determining the relative severity of the violation in the determination as to whether to debar a contractor under SMC 07.06.610(B).
E. The Hearing Examiner's decision may be appealed to Superior Court.

Section 6. That section 07.06.780 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.780 Administrative Procedures

The City Administrator shall develop administrative procedures to implement and enforce the provisions of this Article X. In the event of any conflicts between such procedures and this Article X, which Article X shall control.

Section 7. That there is enacted a new section 07.06.790 of the Spokane Municipal Code to read as follows:

Section 07.06.790 Data Collection and Reporting

The City Administrator or designee shall collect, maintain, and report at least annually to the City Council's Finance and Administration Committee, the following data:

1. The name of each apprentice and apprentice registration number employed under the requirements of this Article X during the preceding year;
2. The name of each project to which this Article X applied during the preceding year;
3. The dollar value of each project subject to this Article X during the preceding year;
4. The date of the contractor's notice to proceed;
5. The number of apprentices and labor hours worked by them, categorized by trade or craft;
6. The number of journey level workers and labor hours worked by them, categorized by trade or craft; and
7. The number, type, and rationale for the exceptions granted under SMC 07.06.730.

Section 8. That the City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately, under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 11/01/2021		Date Rec'd	10/21/2021
		Clerk's File #	RES 2021-0091
		Renews #	
Submitting Dept	RETIREMENT	Cross Ref #	
Contact Name/Phone	PHILLIP TENCICK 6336	Project #	
Contact E-Mail	PTENCICK@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	6100 SPOKANE EMPLOYEES' RETIREMENT SYSTEM CONTRIBUTION RATE CHANGE		

Agenda Wording

A Resolution approving the Spokane Employees' Retirement System (SERS) Board's change in the employee and employer contribution rates in accordance with Spokane Municipal Code 4.14.070

Summary (Background)

Spokane Employees Retirement System (SERS) contribution rates are to be reviewed annually to meet the Actuarially Determined Contribution Rate (ADC). The ADC Rate was determined to be of 20.43%, as calculated by the Plan's actuary as of December 31, 2020. SERS contributions will be increased from 10.00% of eligible compensation for both the employee and City of Spokane (20.00% total) to 10.25% of eligible compensation for both (20.50% total) effective pay period beginning December 26, 2021.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact	Budget Account
Select $	#
Select $	#
Select $	#
Select $	#

Approvals		Council Notifications	
Dept Head	TENCICK, PHILLIP	Study Session\Other	
Division Director		Council Sponsor	Michael Cathcart
Finance	WALLACE, TONYA	Distribution List	
Legal	PICCOLO, MIKE	cshisler@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	tszambelan@spokanecity.org	
Additional Approvals		tgallegos@spokanepfd.org	
Purchasing		bgarwood@spokanepfd.org	
		Jenni.Folden@srec911.org	

RESOLUTION NO. 2021-0091

A Resolution approving the Spokane Employees' Retirement System (SERS) Board's change in the employee and employer contribution rates in accordance with Spokane Municipal Code 4.14.070

WHEREAS, SERS contribution rates are negotiated items that are agreed upon by the City of Spokane and the various bargaining units representing employee members, and

WHEREAS, SERS contribution rates are to be reviewed and adjusted annually to meet the Actuarially Determined Contribution Rate, and

WHEREAS, the Actuarially Determined Contribution (ADC) Rate was determined to be of 20.43%, as calculated by the Plan's actuary as of December 31, 2020, which will continue to improve the Plan's fiduciary position, and

WHEREAS, contributions will be increased from 10.00% of eligible compensation for both the employee and City of Spokane (20.00% total) to 10.25% of eligible compensation for both the employee and City of Spokane (20.50% total), and

WHEREAS, the SERS Board has a fiduciary duty to assure the health of the Fund, and

WHEREAS, the SERS Board met on May 5, 2021 and voted to approve the increased contribution rates, and

WHEREAS, the increased contributions will increase the City of Spokane's personnel costs by approximately $280,000 per year, with an equivalent decrease in pre-tax income for employees, and

WHEREAS, the increased contributions are included in the budgets submitted by the City of Spokane and SERS, and

WHEREAS, the increased contribution rates will take effect with the pay period beginning December 26, 2021, with the first contributions paid from the payday on January 14, 2022, and

WHEREAS, SMC 4.14.070 allows the Board to change the contribution rates with the approval of the City Council.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council approves the increase of the contribution rate from 10.00% to 10.25% of eligible compensation for both SERS participants and the City of Spokane.

Passed by the City Council this _____ day of _____, 2021.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council Meeting of: 11/29/2021		Date Rec'd	11/17/2021
		Clerk's File #	RES 2021-0098
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BETSY WILKERSON 625-6258	Project #	
Contact E-Mail	BWILKERSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0320 - RESOLUTION ESTABLISHING EQUITY SUBCOMMITTEE OF FINANCE COMMITTEE		

Agenda Wording

A resolution establishing an ad hoc Equity subcommittee of the City Council's Finance and Administration Committee.

Summary (Background)

Council Rule 9.4 provides that the City Council may establish subcommittees of its standing committees, and that the City Council may determine the purposes and the structure of such subcommittees by resolution. This resolution establishes the Equity Subcommittee of the City Council's Finance and Administration Committee, and sets a basic framework for the operation of the subcommittee.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	ALLERS, HANNAHLEE	Study Session\Other	FA Comm., 10/18/2021
Division Director		Council Sponsor	CM Wilkerson
Finance		Distribution List	
Legal			
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

RESOLUTION NO. 2021-0098

A Resolution forming an ad hoc equity subcommittee of the City Council's Finance and Administration Committee.

WHEREAS, the City of Spokane values the dignity and worth of all human beings and is committed to promoting justice, equity and an inclusive environment for all by respecting cultural and individual diversity and fostering mutual understanding among all people regardless of 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 Disabilities Act and/or the Washington State Law Against Discrimination, or the receipt of, or eligibility for the receipt of, funds from any housing choice or other subsidy program or alternative source of income, and has codified those valued in Title 18 of the Spokane Municipal Code; and

WHEREAS, equity and inclusivity is called out throughout the City of Spokane's Comprehensive Plan, Chapter 10 which states: "A city's role in improving the health and well-being of individuals, families, and communities requires addressing the factors that influence or cause health-related behaviors, such as: resource allocation, the physical environment, housing choices, quality education, efficient public transportation, employment options, a rehabilitation-based criminal justice system, cultural and recreational opportunities, and accessible health systems through local policies that enhance equity**."**; and

WHEREAS, disparities by race continue to be seen across the nation and in Spokane in almost every measure of human health and wellbeing, incarceration and arrest rates, risk of death from homicide, annual income, net worth, access to education, home ownership and key indicators of public health, such years of potential lives lost prematurely, and diabetes; and

WHEREAS, advancing equity requires a systematic approach to embedding fairness in decision-making processes, executives of City departments, policies and community organizations must recognize and work to redress inequities in their policies and programs that serve as barriers to equality; and

WHEREAS, equity means that everyone can reach their highest level of health and potential for a successful life, regardless of their background and identity; and

WHEREAS, racial equity means closing the gaps so that race does not predict one's success, while also improving outcomes for all; and

WHEREAS, the City Council has the authority to create ad hoc committees or subcommittees for a designated term or for a specific task by City Council resolution, under City Council Rule of Procedure 9.4; and

WHEREAS, Council Rule 9.4 also provides that the resolution which creates the ad hoc committee can set forth "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".

NOW, THEREFORE, BE IT RESOLVED that the purposes of the Equity Subcommittee are to identify, remove, and dismantle (disrupt) racial and social economic inequities in City services, programs, and decision-making processes by collaborating with the City Council and administration leadership, and to ensure 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 Disabilities Act and/or the Washington State Law Against Discrimination, do not predict one's success.

Section 1. The City and City Council recognizes that there is a need for an equity subcommittee in developing and implementing equitable policy and budget decisions.

Section 2. The City Council hereby forms an ad hoc Equity Subcommittee of the City Council's Finance and Administration Committee.

Section 3. The purposes of the Equity Subcommittee shall be:

(1) to organize itself using guidance from the initial advisory committee;

(2) to collaborate with the City Council and city departments on policy and budget initiatives;

(3) to build relationships between the City and impacted community members;

(4) to recommend any necessary changes to the Spokane Municipal Code and other necessary policy actions to advance equity and inclusion, including the diversity, equity and inclusion policy goals established by the City's Comprehensive Plan;

(5) to organize itself into such working groups as are necessary to accomplish these purposes;

(6) to collaborate and consult with any other City Council subcommittees, technical advisory group(s), City departments, and City's boards and commissions established by the City Administration in developing the framework and guidance for implementation; and

(7) such other specific tasks as assigned or referred to the subcommittee by the City Council.

Section 4. Pursuant to the Rule 6.4 of the City's Council's Rules of Procedure, the City Council shall appoint the members of the Equity Subcommittee by motion.

Section 5. The Equity Subcommittee shall be composed of at least five members.

Section 6. The Equity Subcommittee members shall elect its leadership from among its members and set and conduct its meetings consistent with the Open Public Meetings Act and the Public Records Act.

ADOPTED by the City Council this ____ day of _____, 2021.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council Meeting of: 11/15/2021		Date Rec'd	10/28/2021
		Clerk's File #	RES 2021-0097
		Renews #	
Submitting Dept	DSC, CODE ENFORCEMENT & PARKING SERVICES	Cross Ref #	
Contact Name/Phone	ELDON BROWN 6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	4700 - 0650 BEACON HILL DEVELOPMENT AGREEMENT		

Agenda Wording

Resolution approving a development agreement between the City and Beacon Hill Spokane INC

Summary (Background)

On December 14, 2005 the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of certain property into 35 lots for multi-family development. The property is located east of Havana Street and North of Longfellow Ave, formerly known as "the Camel Farm". The project is known as Vistas at Beacon Hill and the preliminary approval was granted a one-year time extension, extending expiration of the preliminary...

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	BECKER, KRIS	Study Session\Other	PIES 10/25/21
Division Director	MACDONALD, STEVEN	Council Sponsor	CM Michael Cathcart
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	kbecker@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mcathcart@spokanecity.org	
Additional Approvals		ebrown@spokanecity.org	
Purchasing		dscadmin@spokanecity.org	
		jrichman@spokanecity.org	

RESOLUTION NO. 2021-0097

A RESOLUTION APPROVING AN EXTENSION OF A DEVELOPMENT AGREEMENT REGARDING THE PRELIMINARY PLAT AND PLANNED UNIT DEVELOPMENT REFERRED TO AS THE VISTAS AT BEACON HILL

A. WHEREAS, Nationwide owns Spokane County Parcel No. 35022.0114; and

B. WHEREAS, Howard owns Spokane County Parcel No. 35022.0115; and

C. WHEREAS, collectively the Owners own that certain real property which is located in the Beacon Hill area of Spokane, generally located east of Havana Street, north of Longfellow Avenue, and south of Valley Springs Road, which property is further described in Exhibit "A," attached hereto and incorporated by reference herein (hereafter the "Property");

D. WHEREAS, pursuant to Findings, Conclusions, and Decision dated December 14, 2005, File No. Z2005-68-PP/PUD, the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of the Property into 35 lots for multi-family development (the "Project" or "Preliminary Approval"). The Project is known as Vistas at Beacon Hill and the preliminary approval has been granted a one-year time extension, extending expiration of the preliminary approval until December 14, 2016;

E. WHEREAS, on or about December 12, 2016, pursuant to Resolution 2016-0101, the City Council approved a Development Agreement extending the expiration of the preliminary approval until December 14, 2021 (the "Development Agreement");

F. WHEREAS, the Owners have requested an additional three-year extension of the Development Agreement in order to extend the time to file a final plat as set forth herein;

G. WHEREAS, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits and has the authority to enter into Development Agreements pursuant to RCW 36.70B.170(1);

H. WHEREAS, The City has promulgated regulations for Development Agreements in Section 17A.060 of the Spokane Municipal Code (SMC) and the Development Agreement was prepared in accordance with those provisions; and

I. Pursuant to RCW 36.70B.200, the City held a public hearing with respect to consideration and approval of this Extension of the Development Agreement.

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council;

1. The foregoing recitals and the contents of the attached 1st Amendment of Development Agreement are hereby adopted as the Council's findings in support of this Resolution.

2. The 1st Amendment of Development Agreement, which provides for an additional 3-year extension of the preliminary approval, is hereby approved and the Mayor is hereby authorized to execute it on behalf of the City.

ADOPTED by the Spokane City Council this _____ day of _____, 20____.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Exhibit 1

Development Agreement

When recorded return to:
City of Spokane
Attn: Planning Services Department
808 W Spokane Falls Blvd
Spokane, WA 99201

1st AMENDMENT OF DEVELOPMENT AGREEMENT

This 1st Amendment of Development Agreement ("Agreement") is entered into this _____ day of _____, 20_____ (the "Effective Date") by and between the CITY OF SPOKANE, a Washington Municipal Corporation (the "City"), Nationwide Capital Investments, LLC, a Washington limited liability company (as "Nationwide") and Howard Capital Group, LLC, a Washington limited liability company (as "Howard"). Nationwide and Howard are collectively referred to herein as the "Owners." The Owners and the City are collectively referred to herein as the "Parties."

RECITALS

A. WHEREAS, Nationwide owns Spokane County Parcel No. 35022.0114; and

B. WHEREAS, Howard owns Spokane County Parcel No. 35022.0115; and

C. WHEREAS, collectively the Owners own that certain real property which is located in the Beacon Hill area of Spokane, generally located east of Havana Street, north of Longfellow Avenue, and south of Valley Springs Road, which property is further described in Exhibit "A," attached hereto and incorporated by reference herein (hereafter the "Property");

D. WHEREAS, pursuant to Findings, Conclusions, and Decision dated December 14, 2005, File No. Z2005-68-PP/PUD, the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of the Property into 35 lots for multi-family development (the "Project" or "Preliminary Approval"). The Project is known as Vistas at Beacon Hill and the preliminary approval has been granted a one-year time extension, extending expiration of the preliminary approval until December 14, 2016;

E. WHEREAS, on or about December 12, 2016, pursuant to Resolution 2016-0101, the City Council approved a Development Agreement extending the expiration of the preliminary approval until December 14, 2021 (the "Development Agreement");

F. WHEREAS, the Owners have requested an additional three-year extension of the Development Agreement in order to extend the time to file a final plat as set forth herein;

G. WHEREAS, in support of their request for an additional extension, Owners have represented that all new streets within and serving the Project will be public streets built to the City's current public street standards, and that they will dedicate land or cause the same to be dedicated for a park and ride facility in close proximity to the project that will accommodate approximately 50 cars;

H. WHEREAS, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits and has the authority to enter into Development Agreements pursuant to RCW 36.70B.170(1);

I. WHEREAS, The City has promulgated regulations for Development Agreements in Section 17A.060 of the Spokane Municipal Code (SMC) and the Development Agreement was prepared in accordance with those provisions; and

NOW, THEREFORE, based on the foregoing Recitals, the Parties agree as follows:

TERMS

1. Development Agreement. The Development Agreement approved by the City Council pursuant to Resolution 2016-0101 is incorporated by reference into this document as though written in full and shall, together with the Preliminary Approval, remain in full force and effect except as provided herein.

2. Extension of Time. Unless terminated earlier as provided herein, the duration of the Development Agreement shall be extended and shall remain in effect until amended in writing by the Parties or until December 14, 2024 (hereinafter, "Term"). Unless the Development Agreement is terminated earlier as provided therein, the expiration date (or the time by which the Owners must submit a final plat and PUD meeting all of the requirements of the Preliminary Approval) of the Project is extended until December 14, 2024. Provided, pursuant to RCW 36.70B.170, the city reserves the right to impose new or different regulations to the extent required by a serious threat to public health and safety.

3. Public Streets. The Preliminary Approval is hereby modified to require all new streets and roads within and serving the Project to be public streets built to the City's current public road standards. The Project shall no longer include any private streets.

4. Park and Ride. The Preliminary Approval is further modified as follows: Prior to, and as a condition of the approval and recording of a final plat, the Owners/applicants, or the Owners'/applicant's successors or assigns, shall dedicate land no further than one half mile from the final plat to the Spokane Transit Authority for a park and ride facility that will accommodate approximately fifty (50) cars, or shall have entered into a

binding agreement with a third party providing for the same, acceptable to the City, which approval shall not be unreasonably withheld.

5. Recordation of Agreement. The Owners shall cause this Agreement and any amendment(s) or termination to it to be recorded with the Spokane County Auditor.

5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and shall constitute one and the same instrument. All Exhibits hereto are hereby incorporated by specific reference into this Agreement, and their terms are made a part of this Agreement as though fully recited herein.

6. Termination. This Agreement shall be deemed terminated and of no further effect upon the entry of a final judgment (and the exhaustion of all appeals setting aside such final judgment), voiding this Agreement, if appealed, or on December 14, 2024, whichever occurs first. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder.

7. Appeal. Without limiting any appeal rights, and subject to SMC 17G.060.210, a person with standing, as defined in Washington land use case law, may appeal to the hearing examiner a project permit or project permits issued pursuant to this Agreement by filing with the permit application department a written appeal within fourteen days of the date of the written decision on the project permit.

CITY OF SPOKANE, WASHINGTON

By: _____
Title: _____

Attest:

_____
Clerk

Approved as to form:

_____
Assistant City Attorney

NATIONWIDE CAPITAL INVESTMENTS, LLC

By: _____

Its: _____

HOWARD CAPITAL GROUP, LLC

By: _____

Its: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____ and TERRI L. PFISTER, are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as the _____ and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

DATED: _____

_____
Notary Public in and for Washington State,
residing at _____

My appointment expires _____

STATE OF WASHINGTON :
: ss.
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this _____ day of _____, 20_____, _____ signed this instrument,
(Print name)
on oath state that (she/he/they) is/are authorized to execute the instrument as a _____ of _____
(Position/Title) (Name of entity)
and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

_____
Notary Public in and for the State of
Washington, residing at Spokane
My commission expires: _____

STATE OF WASHINGTON :
: ss.
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this _____ day of _____, 20_____, _____ signed this instrument,
(Print name)
on oath state that (she/he/they) is/are authorized to execute the instrument as a _____ of _____
(Position/Title) (Name of entity)
and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

_____
Notary Public in and for the State of
Washington, residing at Spokane
My commission expires: _____

Briefing Paper
Public Infrastructure, Environment, and Sustainability

Division & Department:	Developer Services
Subject:	Extension of a developer agreement regarding the preliminary plat and planned unit development referred to as The Vistas At Beacon Hill.
Date:	10/25/21
Contact (email & phone):	jsaywers@spokanecity.org
City Council Sponsor:	Cathcart
Executive Sponsor:	Kris Becker
Committee(s) Impacted:	PIES
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure
Deadline:	December 14, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Approved extension will grant an additional five-year extension of the Development Agreement to extend the time to file a final plat.

A. Background/History: The Vistas at Beacon Hill Findings, Conclusions, and Decision dated December 14, 2005, File No. Z2005-68-PP/PUD, the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of the Property into 35 lots for multi-family development (the "Project" or "Preliminary Approval"). The Project is known as Vistas at Beacon Hill and the preliminary approval has been granted a one-year time extension, extending expiration of the preliminary approval until December 14, 2016.

On December 12, 2016 pursuant to resolution 2016-0101, the City Council approved a Developer Agreement extending the expiration of the preliminary approval until December 14, 2021

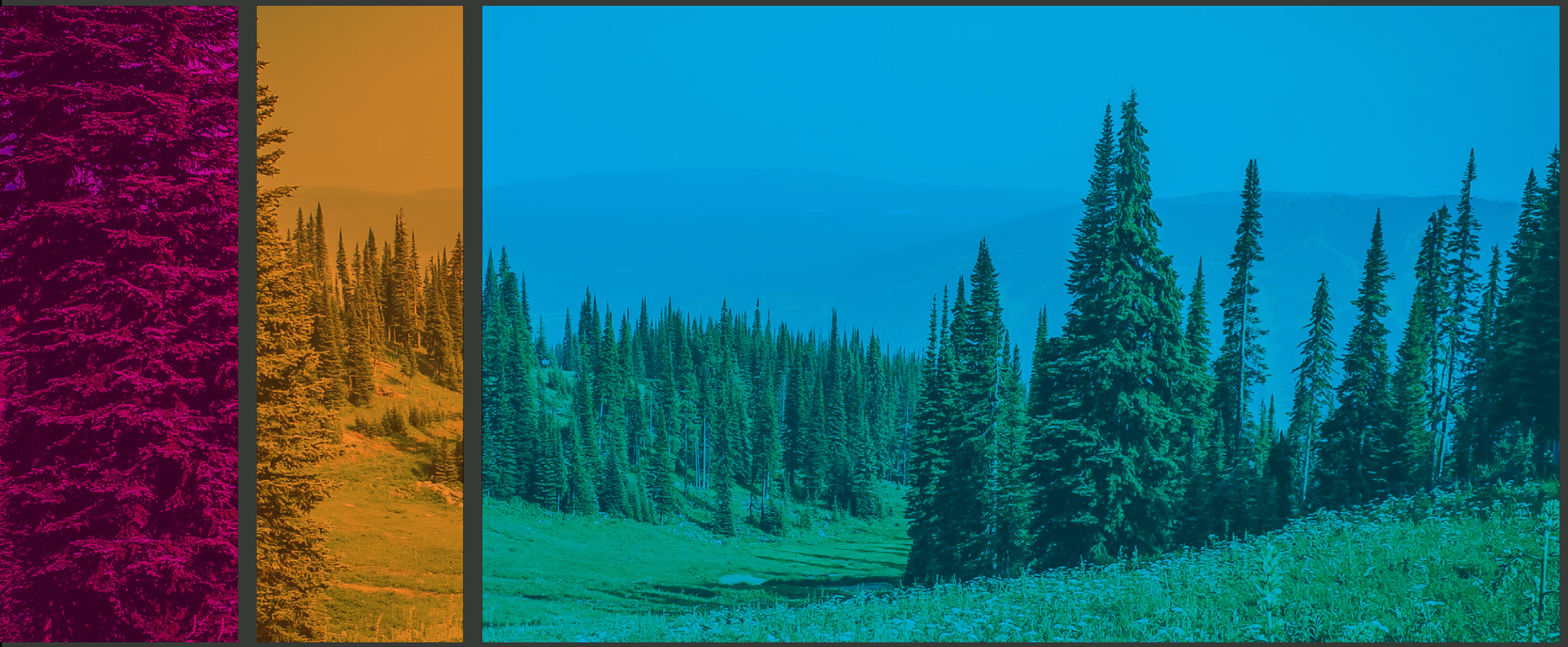
Executive Summary:

- *The Owners of the Vistas at Beacon Hill have requested an amendment to the existing Development Agreement granting an additional five-year extension of the Development Agreement in order to extend the time to file a final plat.*
- *The amendment of the Development Agreement shall be extended and shall remain in effect until amended in writing by the Parties or until December 14, 2026.*
- *The Owners must submit a final plat and PUD meeting all of the requirements of the Preliminary Approval of the Project is extended until December 14, 2026.*

Budget Impact:
Approved in current year budget? ☐ Yes ☐ No ☒ N/A
Annual/Reoccurring expenditure? ☐ Yes ☐ No ☒ N/A
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:
Consistent with current operations/policy? ☐ Yes ☐ No ☒ N/A
Requires change in current operations/policy? ☐ Yes ☐ No ☒ N/A
Specify changes required:
Known challenges/barriers:

dtj
DESIGN



NATIONWIDE CAPITAL INVESTMENTS, LLC + HOWARD CAPITAL, LLC | NOVEMBER 12, 2021

The Vistas at Beacon Hill

GOAL OF THIS PRESENTATION

We are presenting a project that is ready to go, consistent with the current standards and vision for the City, preserves the existing neighborhood, and brings much needed investment.

The legislative decisions for this site have already been made through the PUD, Plat, and Comprehensive Plan. Our goal is to finish the last step and make sure these decisions come to fruition as soon as possible in order to address the current housing shortage.

Additionally, we are only asking for a three-year extension now that water is approved and under construction for the site.

Contents

About the Site 4

About the Standards 7

Connectivity and Complete Streets 11

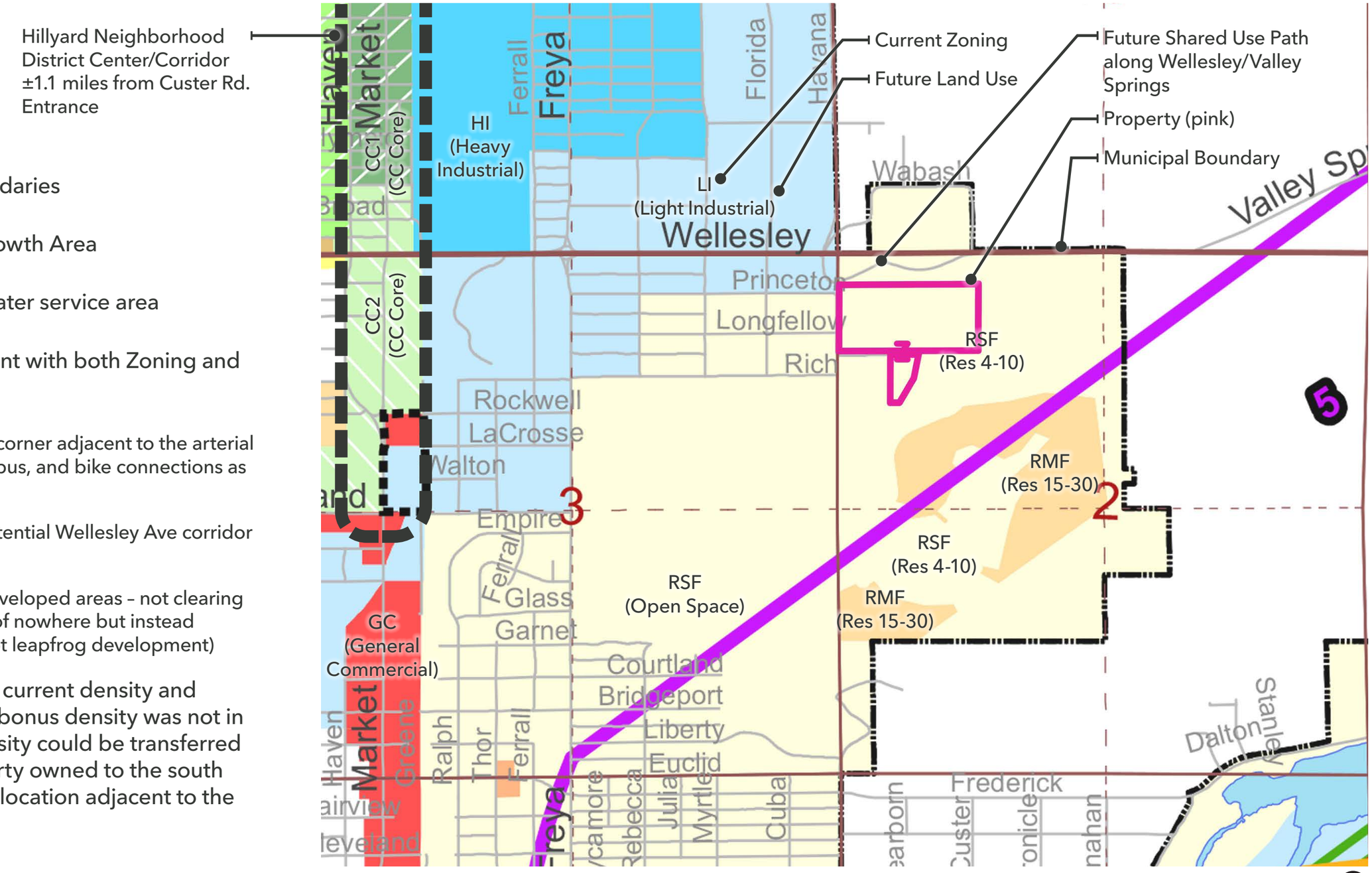
Other Benefits to the Community 15

Why this Site has not been Developed Sooner 16

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

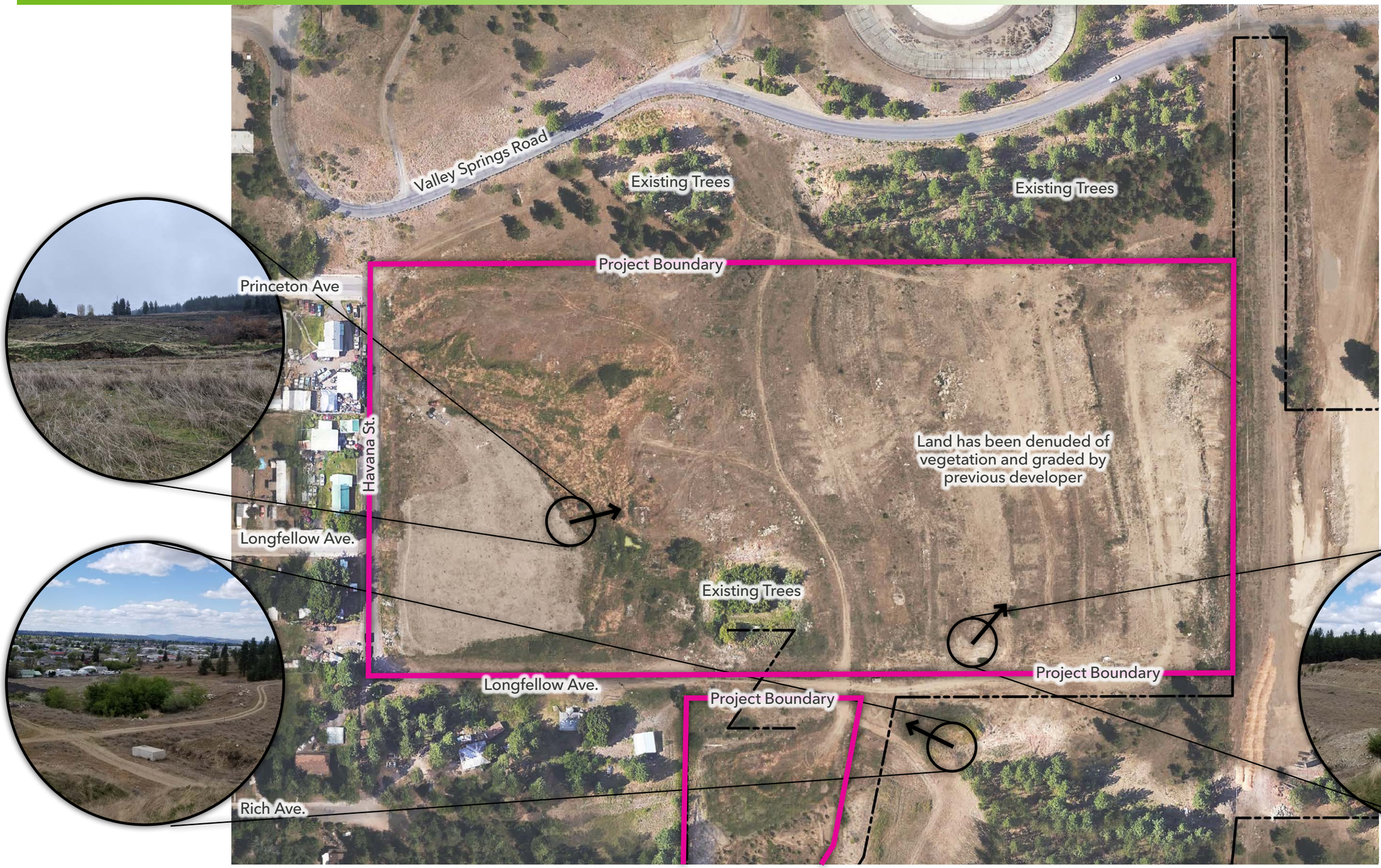
ABOUT THE SITE

- Within current City boundaries
- Within current Urban Growth Area
- Within the City's retail water service area
- Use and density consistent with both Zoning and Comprehensive Plan
  - Site is in the northeast corner adjacent to the arterial – provides pedestrian, bus, and bike connections as well as vehicular
  - Directly adjacent to potential Wellesley Ave corridor redevelopment
  - Adjacent to existing developed areas – not clearing a parcel in the middle of nowhere but instead expanding logically (not leapfrog development)
- Project is compliant with current density and zoning: even if the PUD bonus density was not in play, the multifamily density could be transferred from the adjacent property owned to the south to the more appropriate location adjacent to the arterial.



NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

ABOUT THE SITE



Not To Scale

north

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

ABOUT THE SITE

Temporary Fire Access Road

Future Valley Springs shared use path (by others)

Vistas Clubhouse Amenity

Multi-Family Building (TYP.) (3 Story, 44 Units)

Multi-Family Building (TYP.) (3 Story, 26 Units)

Individual Garages (TYP.)

Temporary Fire Access Road

Utility Easement

Downhill Townhome Style (TYP.)

Uphill Townhomes Style (TYP.)

Residential Local Access Roadway for Hillside Development (TYP.)

All design criteria to be consistent with City of Spokane Design Standards, November 2020, including but not limited to:

- All lots served by sidewalks
- Street trees
- Onsite Low Impact Development stormwater management
- 35′ ROW dedication for improvement of Havana
- 40′ min. Public Right-of-Way – minimum horizontal radius: 100′
- Minimum centerline distance between intersections: 150′
- Maximum acute intersection angle: 70
- Maximum and minimum grades and vertical curves

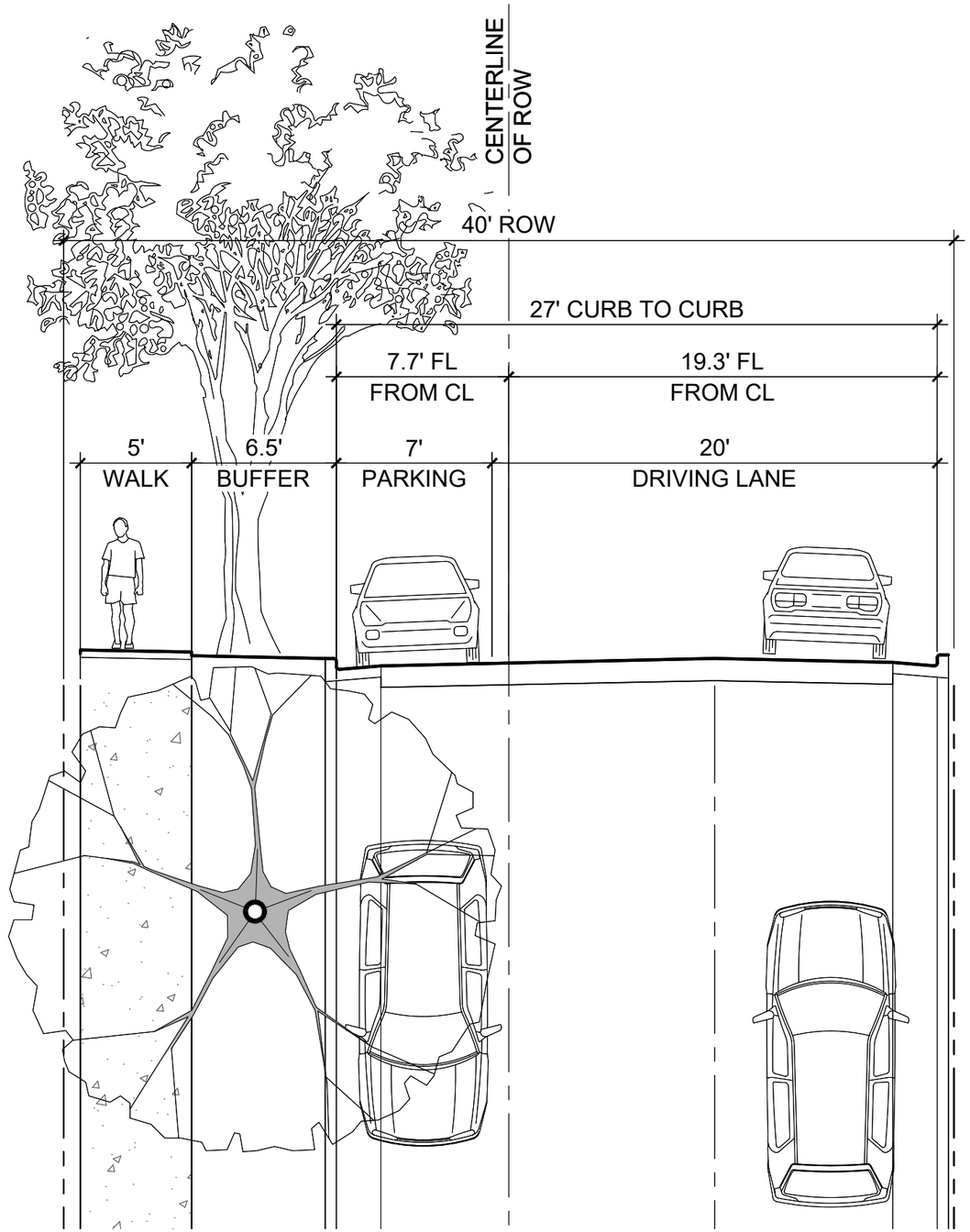
Not To Scale

north

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

ABOUT THE STANDARDS

- Streets are designed to current standards: all design criteria to be consistent with City of Spokane Design Standards, November 2020, including but not limited to:
  - All lots served by sidewalks
  - Street trees
  - Onsite Low Impact Development stormwater management
  - 35’ ROW dedication for improvement of Havana
  - 40’ min. Public Right-of-Way – minimum horizontal radius: 100’
  - Minimum centerline distance between intersections: 150’
  - Maximum acute intersection angle: 70
  - Maximum and minimum grades and vertical curves
- Lots and Setbacks meet or exceed the current standards
- Parking dimensions and quantities meet or exceed the current standards for the benefit of future residents
- The previous developer didn’t pay attention to standards or codes and put in infrastructure inconsistent with plat conditions and fire safety; we’re trying to correct this, do it right, and do it as quickly as possible while being responsible and pursuing all applicable approvals



NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

ABOUT THE STANDARDS

Conceptual vision imagery only, not a representation of proposed architectural designs. Architecture to be designed.

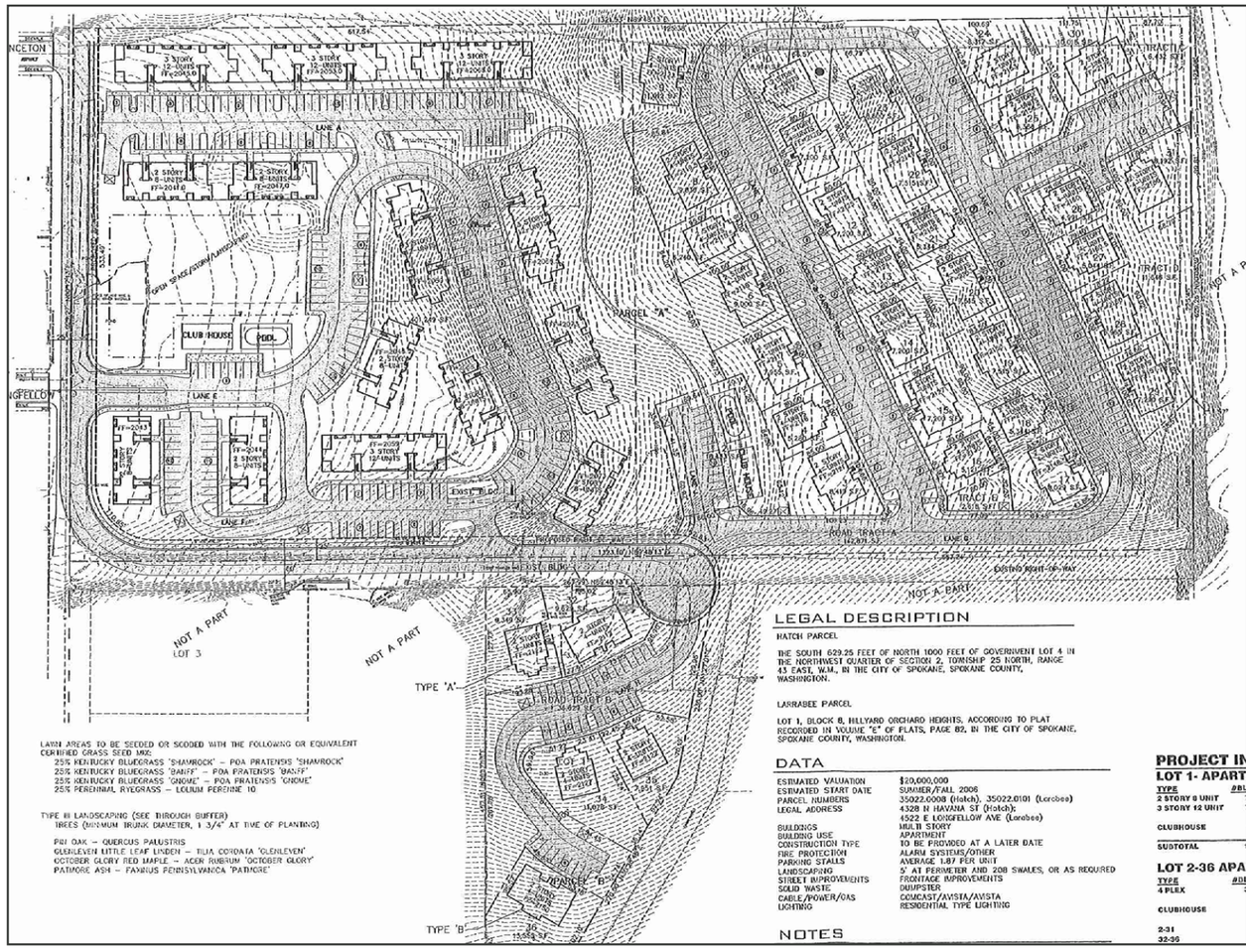
- Per a letter from the Hearing Examiner dated September 12, 2016, it was determined that a change to Condition No 1 from the Preliminary Plat/PUD would be appropriate. The condition was revised from requiring ALL modifications to be reviewed by the Hearing Examiner to ONLY major modifications being reviewed by the Hearing Examiner per SMC 17G.080.020(G). This, in effect, grants authority over minor plat revisions to the City Staff.

- Per a letter from the Planning Department dated October 10, 2018, it was determined that the following examples of changes to the approved Preliminary Plat and PUD would not be considered substantial and therefore do not require the proposal to be re-processed as a new Preliminary Plat before the City of Spokane Hearing Examiner:

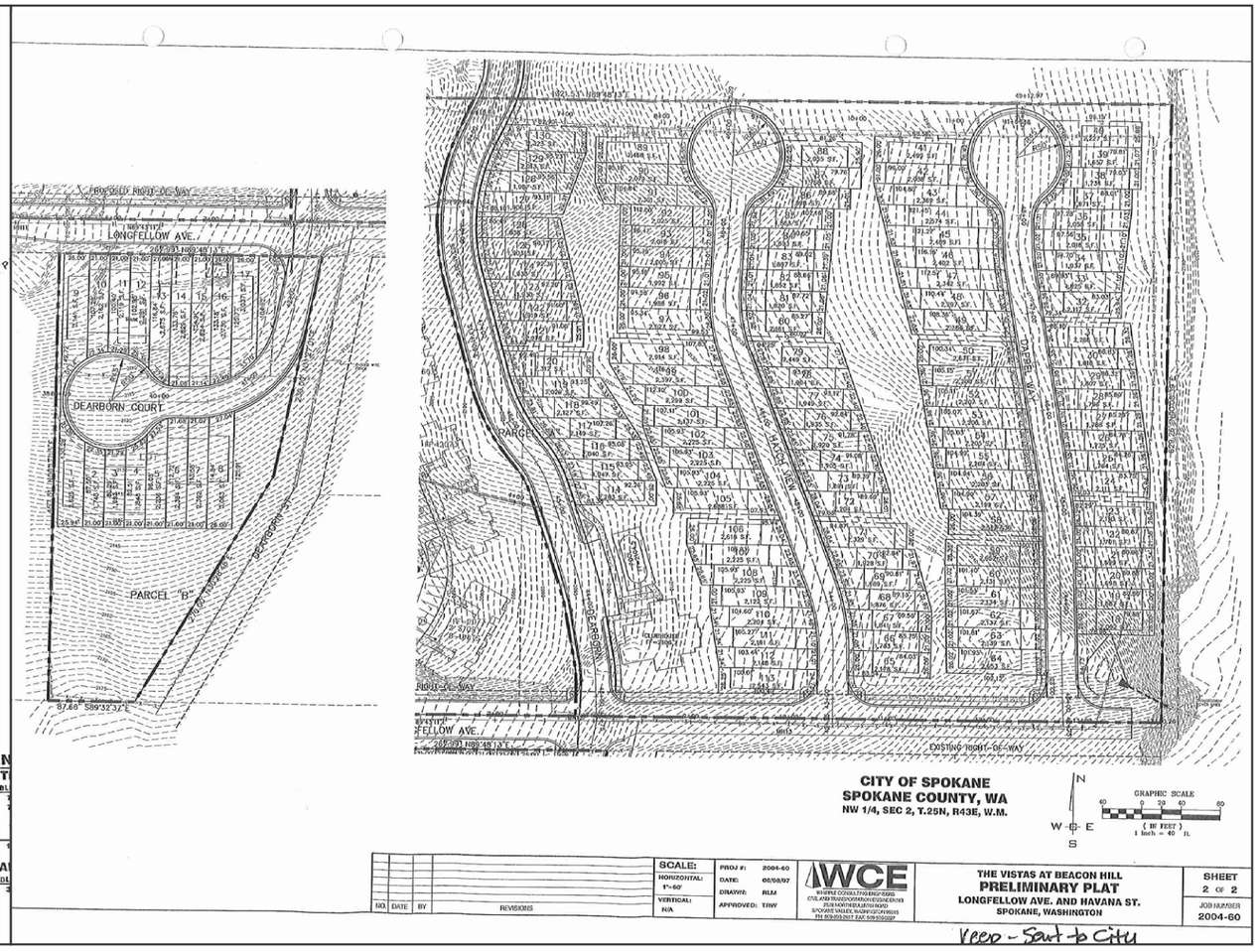
  - Switch from a combination of private and public streets to all public
  - Reduce the overall density of the project
  - Remove one of two swimming pools previously approved as a required amenity
  - Construct lower density housing on 34 lots previously approved for higher density multifamily housing

ABOUT THE STANDARDS

2005 Plan
(Applicant: The Quantum Companies and Whipple Consulting Engineers)



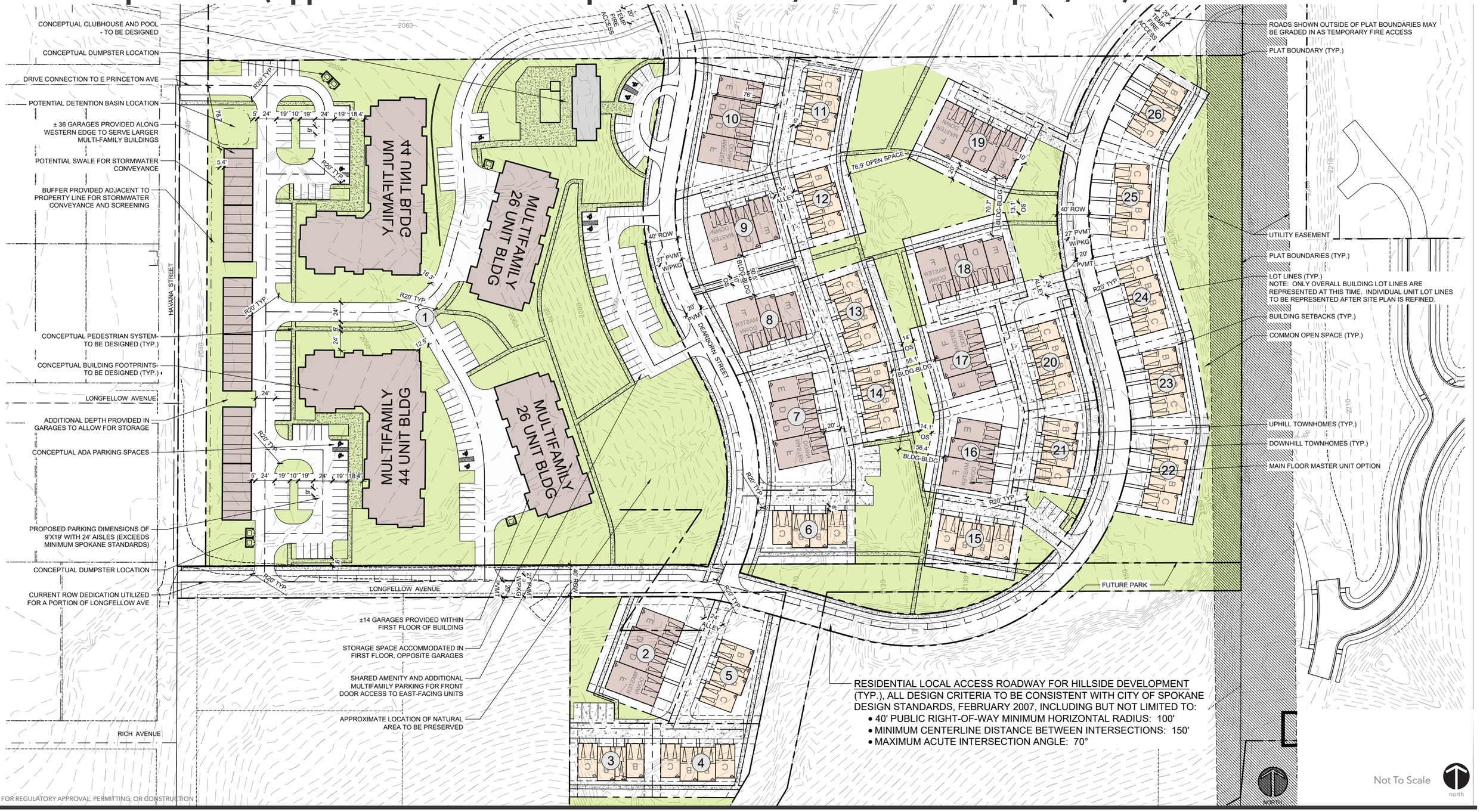
2007 Revised Plan
(Applicant: The Quantum Companies and Whipple Consulting Engineers)



NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

ABOUT THE STANDARDS

2021 Proposed Plan (Applicant: Nationwide Capital Investments, LLC + Howard Capital, LLC)



NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

CONNECTIVITY AND COMPLETE STREETS

- Designing for “walkability” – a hierarchy of pedestrian routes for leisure, access to internal neighborhood amenities and destinations, and access to transit stops or larger mixed-use destinations within a 5-10 minute walk (1/4-1/2 mile)
- Pedestrian priority traffic calming
- Minimizing pedestrian/vehicle conflict areas such as driveways across sidewalks
- “First Mile/Last Mile Connectivity” – planning nonvehicular accessible transportation solutions to reach transit stops (shared use paths, golf cart paths, sidewalks above and beyond basic requirements)
- Extensive sidewalk system is proposed within the Vistas connecting pedestrians to the open space, Valley Springs Shared Use Path (SUP), the proposed park, and the shared amenity – NOT just minimal dead-end sidewalks to front doors
- ADA routes are anticipated wherever topography can accommodate them
- Extensive trail system and bike routes planned connecting to the rest of Beacon Hill and beyond
- Ties in to planned regional connections (see maps)

CONNECTIVITY AND COMPLETE STREETS

Future Valley Springs shared use path, connection to Hillyard Neighborhood District Center
(+/- .9 miles to Bus Stop)

Temporary Fire Access Road

Sidewalk connection to existing neighborhood

Sidewalk connection to existing neighborhood

Conceptual sidewalk connection to future phase

Future Valley Springs shared use path (by others)

Temporary Fire Access Road

Conceptual future sidewalk connection to Beacon Hill

Pedestrian Sidewalks

Utility Easement

Sidewalk connection to future park

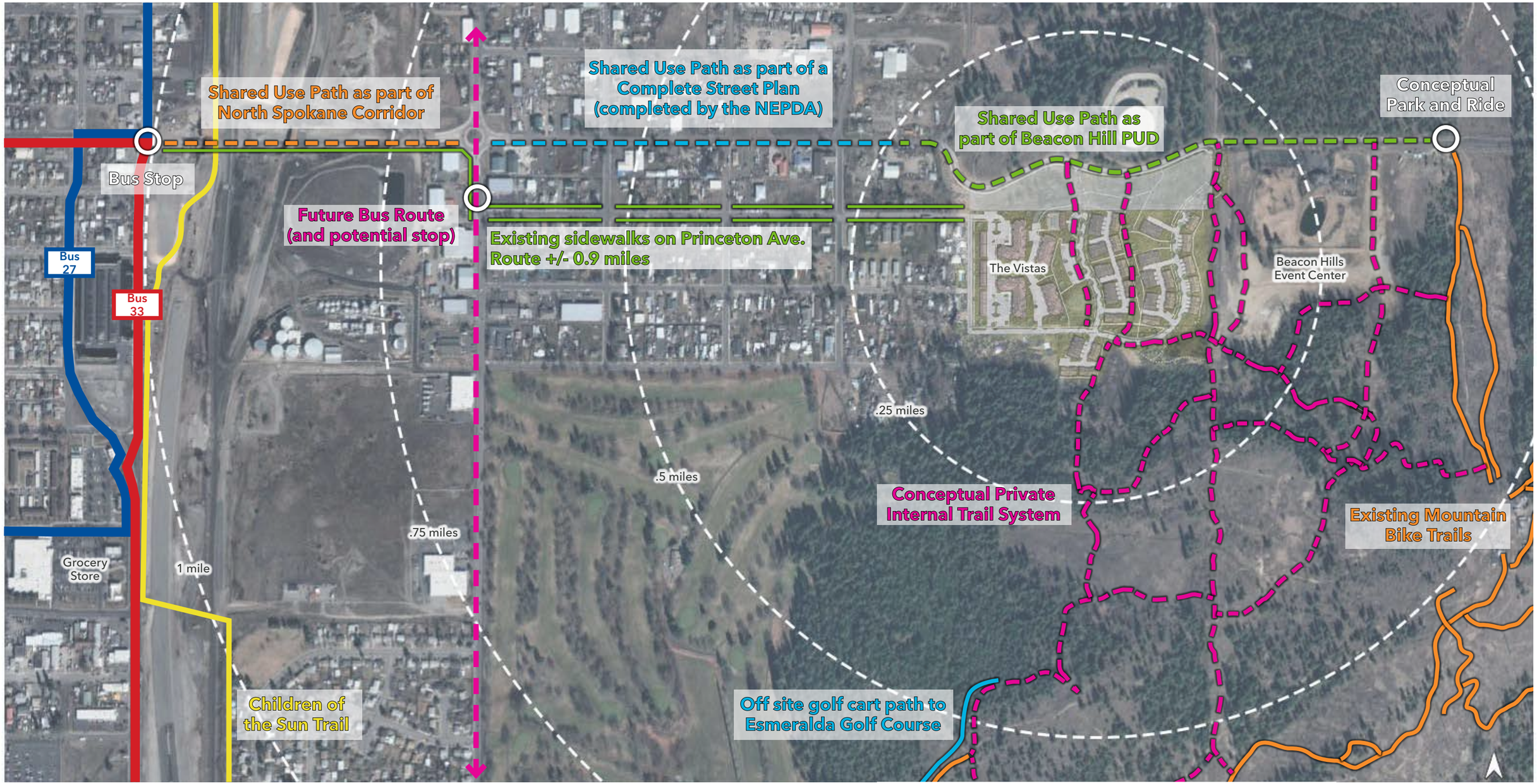
Conceptual future trail connection to Beacon Hill

Not To Scale

north

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

CONNECTIVITY AND COMPLETE STREETS

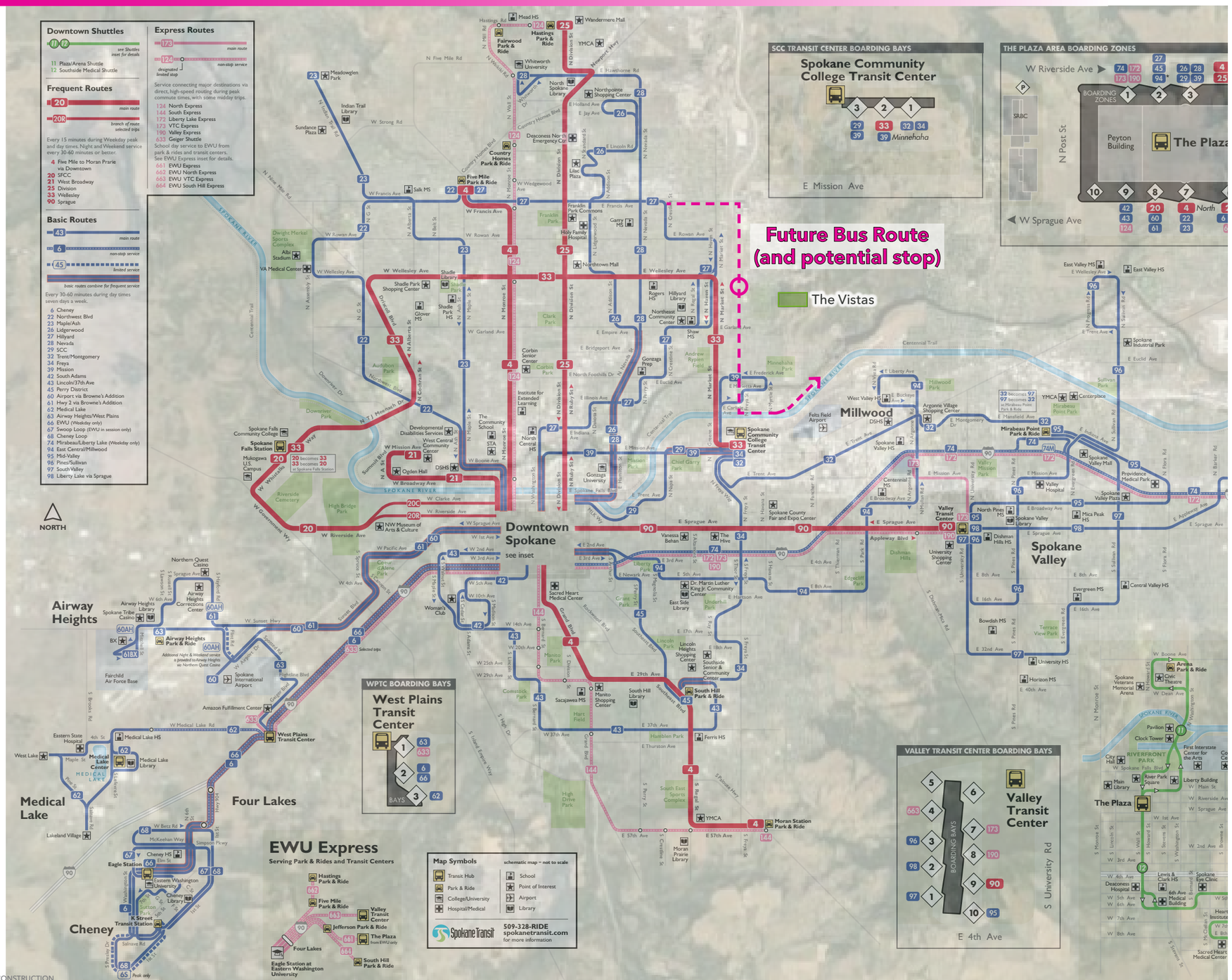


Not To Scale

north

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

CONNECTIVITY AND COMPLETE STREETS



NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

OTHER BENEFITS TO THE COMMUNITY

- This development will provide much-needed attainable housing in the very near future, addressing the “missing middle housing” shortage as mentioned in the City of Spokane's Housing Action Plan, adopted July 26, 2021.
- Of the ±21 acres, ±8 acres are open space (over 35%)
- This development will trigger dedication and improvements to Havana
- Much needed investment in an area which has been neglected and overlooked (could translate into momentum to provide better services to this part of the city)
- ±50% of taxes go toward schools (state and local)
  - Per $1,000 of assessed value:
    - State school funding - $2.8232
    - Spokane School District building fund - $2.6569
    - Spokane School District operations - $1.5481
    - City of Spokane general - $2.6606
    - City of Spokane earmarked services - $1.0543
    - Spokane County - $1.111
- Providing a mix of housing types (especially multifamily) to accommodate various income levels, household sizes and demographics (to create a more representative community rather than a segregated enclave)

WHY THIS SITE HAS NOT BEEN DEVELOPED SOONER

- Water service and capacity was not available.
  - Water infrastructure is approved by the City and under construction.
  - The capacity of the water system under construction is designed around the approved number and mix of housing types, therefore losing the multifamily units will result in an inappropriately sized system.
  - Failing to renew the Developer Agreement while in the middle of constructing approved critical infrastructure will render useless several years of plan development and hundreds of thousands of dollars spent on construction.
- Market has shifted, which changes the needed housing types and building forms from what were previously proposed.
- Please note that current developer is <u>not</u> the original developer. Several problems occurred with the previous developer:
  - <u>Availability of capital.</u> The original developer went bankrupt developing this project. The bank then repossessed it and conducted a feasibility study. An interim developer, Beacon Hill Spokane, Inc., purchased the property and focused on getting the water system up and running. The current developer, Nationwide Capital Investments, LLC, in partnership with Howard Capital, LLC, now owns the property.
  - <u>Ownership of adjacent property.</u> The Vistas plat is limited to property owned by the original developer, which severely constrained the design due to topography. Since Nationwide Capital Investments, LLC owns property north and south of the plat boundary, and is developed in conjunction with land to the east in Beacon Hill Addition, the design is far less constrained.

CONCLUSION

The proposed Vistas site plan...

- is located within current municipal boundaries and service areas
- is already denuded and rough graded and left in an unattractive state
- is consistent with the intent of the comprehensive plan
- meets or exceeds current design standards
- is envisioned as a Walkable Neighborhood with planned connections for pedestrians and bicyclists to nearby destinations and the greater City
- addresses a much-needed housing demand

Agenda Sheet for City Council Meeting of: 11/29/2021		Date Rec'd	11/17/2021
		Clerk's File #	ORD C36151
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BREEAN BEGGS 625-6254	Project #	
Contact E-Mail	BBEGGS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 - UPDATING BUSINESS IMPROVEMENT DISTRICT AUTHORIZING ORDINANCE		

Agenda Wording

An ordinance updating the sections of the Spokane Municipal Code which authorize the downtown parking and business improvement district, set terms for the operation of the district, provide for termination of the BID, and other related matters.

Summary (Background)

This ordinance accomplishes a periodic set of updates to the framework for the downtown parking and business improvement area, as required by RCW 35.87A.100. The ordinance amends sections 04.31.020, 04.31.030, 04.31.040, 04.31.080, 04.31.090 and 04.31.140 of the Spokane Municipal Code.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	ALLERS, HANNAHLEE	Study Session\Other	FA Comm., 9/20/2021
Division Director		Council Sponsor	CP Beggs, CM Kinnear, CM Stratton
Finance		Distribution List	
Legal			
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

ORDINANCE NO. C36151

An ordinance updating the framework for the Downtown Parking and Business Improvement Area; amending SMC sections 4.31.020, 4.31.030, 4.31.040, 4.31.080, 4.31.090 and 4.31.140.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That section 04.31.020 of the Spokane Municipal Code is amended to read as follows:

Section 04.31.020 BID Boundaries

A. The BID shall be within the boundaries described below and as shown on the map attached as Appendix A, which is incorporated herein by reference:

Beginning at the intersection of N Washington St and W North River Dr, thence east along W North River Dr to N Division St, thence south to the intersection of W Spokane Falls Blvd and N Division St, thence west along W Spokane Falls Blvd to N Browne St, thence south to W Sprague Ave, to N Bernard St, thence south to W 1st Ave, thence west to S Washington St, thence south to the Railroad, thence west along the railroad to S Walnut St, thence north to W Riverside Ave, thence northeast to the southwestern corner of lot 15 block 4 of the Glover's Addition, thence north to W Main Ave, thence east to a point 294 feet west of the intersection of N Monroe St and W Main Ave, thence north for a distance of 187.8 feet, thence east for a distance of 115.6 feet, thence north to the Spokane River, thence northeast to N Monroe St, thence north to a point 222.3 feet north of the intersection of N Monroe St and W Summit Parkway, thence west to the western boundary of parcel 35183.0095, thence north to the Broadway-College Alley, thence east a distance of 50.1 feet, thence north to W Broadway Ave, thence east to N Monroe St, thence north to W Mallon Ave, thence east to N Howard St, thence northwest for a distance of 85.6 feet, thence east to the southwest corner of Lot 28 Block 8 of the Keystone Addition, thence north to W Cataldo Ave, thence east for a distance of 294.5 feet, thence south to the northern boundary of parcel 35181.0032, thence east to the northeast corner of said parcel, thence south to the southeast corner of said parcel, thence north to the intersection of N Washington St and W North River Dr.

The above description will hereafter be referred to as the "business improvement district" or "BID." Businesses, as described in RCW 35.87A.020, real properties (including improvement thereon), multifamily residential, mixed-use projects, hotels, motels, government property and parking lots available to the public which are occupied for a fee located within the BID shall be subject to special assessments as authorized by RCW 35.87A.010.

B. The boundaries of the BID may be adjusted from time to time by the City Council, in accordance with and in compliance with the provisions of RCW 35.87A.075.

Section 2. That section 04.31.030 of the Spokane Municipal Code is amended to read as follows:

Section 04.31.030 BID Programs

A. The revenues from the special assessments authorized by RCW 35.87A.010 and levied under SMC 4.31.040 shall be used for the following purposes:

1. Security Ambassador Program.
2. The City shall use, or cause to be used, BID assessment revenues to fund a uniformed security patrol (the "security ambassadors") in the BID for the purpose of assisting and providing information to citizens, local employees, visitors and the City police department. BID assessment revenues shall be used to provide the security ambassadors with customer service training designed to help local community members and visitors locate social services, businesses, attractions, and governmental services and to support individuals in locating appropriate social services.
3. Marketing and Promotional Programs.
4. The City shall use, or cause to be used, BID assessment revenues to fund marketing and promotional programs that:
    a. seek to improve the overall image of the City's downtown business district;
    b. recruit new businesses;
    c. retain presently established businesses;
    d. promote the BID as a place to visit, shop and enjoy goods, services and activities; and/or
    e. support safe, convenient and efficient use of public transportation in the BID, including but not limited to support of commuter trip reduction programs and programs designed to improve air quality.

    Such marketing and promotional programs may include collaborative promotional strategies, market research and media contact.

3. Parking and Transportation Programs. The City shall use, or cause to be used, BID assessment revenues to fund parking and transportation programs that:
    a. promote retail trade;
    b. provide or encourage a parking validation program (including free or discounted parking);

c. provide or encourage maintenance, development and construction of parking facilities that support business and multifamily residential projects within the BID;
d. provide or encourage parking alternatives that facilitate retail activities (such as a free or reduced-price ride program); and/or
e. advocate the interests of BID businesses and multifamily residential projects for regional transportation solutions; and/or
f. reduce the negative impacts of poverty, homelessness and mental health issues within the BID.

4. Maintenance Services.
The City shall use, or cause to be used, BID assessment revenues to fund maintenance services, including but not limited to ((~~sidewalk cleaning and sweeping, trash and debris removal from the sidewalk and trash receptacles, and removal of graffiti from public places and private improvements open to the public.~~)) hire, supervise, and manage a work crew that will be responsible: (i) for removing graffiti, (ii) sweeping and power washing sidewalks, and shoveling crosswalks, (iii) cleaning tree wells, exteriors of trash containers, all programed alleys and the first 25 feet of remaining alleys, (iv) keeping the railway viaducts clean and clear of obstruction to the extent reasonably feasible, (v) and any other general cleanup work. Any maintenance program so implemented shall have the goal of ((~~maintaining the appearance of the common areas within the BID as clean and inviting places to visit and conduct business.~~)) promoting a superior level of cleanliness within the BID.

5. Special Events.
The City shall use, or cause to be used, BID assessment revenues to fund the sponsorship and promotion of special events within the BID that attract residents and visitors to BID.

6. Economic Development Support.
The BID may use or make available information derived from its assessment records to support efforts to attract jobs and investment in the BID as follows:
a. Statistical, aggregated information that does not identify any ratepayer; ((~~and~~))
b. Any other business or property information only with the permission of the ratepayer(s) to whom it pertains((~~.~~)); and
c. The establishment of “councils” for the purpose of planning and focusing on strategic initiatives and professional development, which initiatives may include, but not be limited to, growing locally owned, minority owned and smaller businesses within the BID, retail management concepts and marketing strategies, business retention and

recruitment, development of downtown housing and creation of neighborhood services that support downtown living.

All economic development activities will consider the under-served and historically marginalized individuals and groups.

7. Urban Design and Planning

The City shall use, or cause to be used, BID assessment revenues to fund design assistance for selected urban design and planning issues such as:

a. the establishment of a positive unifying theme for the BID;
b. the design and use of aesthetically pleasing screening devices around parking and vacant lots and crime prevention through environmental design;
c. street level storefront facades in selected areas;
d. landscaping to provide a pleasant pedestrian environment; and
e. infrastructure and access planning.

All design plans shall be reviewed by and coordinated with relevant City departments and shall be consistent with all applicable plans and ordinances adopted by the City Council.

B. The security ambassador program and common area maintenance services described above shall be supplemental to existing street maintenance, refuse and police services, and are not intended to displace any services regularly provided by the City. Special assessment revenues may also be used for additional purposes consistent with RCW 35.87A.010 as determined by the city council.

Section 3. That section 04.31.040 of the Spokane Municipal Code is amended to read as follows:

Section 04.31.040 Levy of Special Assessments

A. To finance the programs set forth in SMC 4.31.030, there shall be levied and collected an annual special assessment upon the “businesses” and “multifamily residential or mixed-use” projects, as defined in RCW 35.87A.020(3) (including real property improvements thereon) as set forth on the special assessment formula for the BID, which shall be adopted annually by ordinance and incorporated by this reference as if fully set forth herein.

B. For purposes of levying and collecting special assessments within the BID, the BID will be divided into four zones (the boundaries of which are set forth in Appendix A hereto and incorporated herein by this reference). Within each such zone, the City will levy and collect special assessments

at different rates based on whether the entity being assessed is a tenant (and, if so, the type of tenant) or a property owner, and whether the property to which such assessment applies is a governmentally-owned park. The City will levy and collect special assessments on an annual basis within the BID.

C. The rates at which special assessment within the BID will be imposed for each calendar year ((~~2019~~)) are set forth in Appendix B hereto (which is incorporated herein by reference and which shall be annually adopted as amended as part of the ordinance approving and confirming the assessment roll). The city council finds that the benefit to the property owners, businesses and multifamily residential or mixed-use projects subject to the special assessment is a special benefit which would not otherwise accrue, but for the activities, programs and services carried out with the funds provided by the special assessments authorized pursuant to this chapter.

D. Subsequent increases in the amounts of the special assessments for all flat-fee assessments at a minimum will be adjusted based on the increase, if any, of the Consumer Price Index of the U.S. City Average for all urban consumers (CPI-U). The percentage increase in the minimum assessment formula shall be computed as follows:

[(Ending CPI-U Beginning CPI-U) ÷ Beginning CPI-U] x 100 = Percentage Increase

E. Any change in the assessment rate shall only be made by ordinance and as authorized in RCW 35.87A.130 through RCW 35.87A.140, including notice and hearing requirements. ((~~No increase shall occur in the assessment rate unless recommended by the~~))The ratepayer advisory board shall be consulted at least one month prior to providing notice of any proposed changes to the assessment rate.

Section 4. That section 04.31.080 of the Spokane Municipal Code is amended to read as follows:

Section 04.31.080 Ratepayer Advisory Board

A. Pursuant to RCW 35.87A.110, there is hereby created a nineteen-member BID advisory board, to be known as the “Ratepayer Advisory Board.” The ratepayer advisory board shall not exceed a membership of nineteen persons, who, if they are ratepayers, are in good standing either residing within the BID, owning property, or operating a “business” or “multifamily residential or mixed-use” projects in the BID. “Persons in good standing” are those ratepayers who are not more than sixty days delinquent on any BID assessment unless the ratepayer has appealed the BID assessment

and is in the appeal process, in which case the ratepayer retains his or her "in good standing" status through completion of the appeal process.

B. Board positions are designated by geography, business, and property type to ensure that the BID's interests are well represented and served. To the extent individuals are willing to serve, Ratepayer Advisory Board positions consist of:

1. six individuals from zones one through four, with at least one individual from each zone;

2. one individual from a retail business within the BID occupying more than twenty thousand square feet;

3. one individual from a retail business located within the BID occupying less than twenty thousand square feet;

4. the Superintendent of School District 81 or his/her designee;

5. four individuals representing professional service businesses located within the BID, including such as legal services, accounting, and architecture;

6. one individual from a non-profit organization which is either located within, or provides services inside, the BID;

7. one individual from a small business located within the BID with up to twenty-five employees;

8. one individual from a business located within the BID with more than twenty-five employees;

9. two individuals who reside within the BID area; and

10. one appointee from the City Council.

The program manager shall provide administrative staff to the ratepayer advisory board.

C. Each member of the ratepayer advisory board will be elected by businesses and property owners within the BID for a term of two years from the date of election (unless such member is appointed by the ratepayer advisory board to fulfill the remaining unexpired term of a prior member).

1. A subcommittee of ratepayer advisory board members will receive nomination applications for open ratepayer advisory board positions and will confirm which candidates are eligible and willing to stand for election. The subcommittee may also recruit potential candidates. More than one candidate may run for each open position.

2. New ratepayer advisory board members will be elected by a majority vote of ratepayers in good standing who attend the annual meeting. After January 1, 2023, rate payers may vote electronically regardless of whether they attend the annual meeting.

3. The initial ratepayer advisory board shall consist of the ratepayer advisory board for the City's previous PBIA that was created pursuant to Ordinance C32438. All subsequent Board elections shall be pursuant to the ratepayer advisory board's bylaws.

4. The city council hereby approves through the adoption of this chapter the revised "Bylaws of the Downtown Spokane Business Improvement District" which are attached to the ordinance codified in this section (ORD C32923 and Recodification Ordinance C33995) as Appendix C. Subsequent proposed amendments shall be brought before City Council for approval on or before November 25th of each year in which the amendments are proposed. The bylaws shall conform to the provisions of this chapter.

D. The ratepayer advisory board shall:

1. establish and maintain a database which includes a list and classification of all ratepayers and their electronic contact information to the extent reasonably possible;

2. represent the interests of ratepayers by developing projects, programs, and budgets; proposing assessments; monitoring service delivery; and planning for the future of the BID; and

3. make determinations regarding ratepayer disputes as provided in SMC 04.31.120, including, as appropriate, the adjustment of assessment rates, methods, classification, special benefits, and all matters reasonably related thereto. For the purpose of considering ratepayer disputes, the ratepayer advisory board may act through a committee comprised of ratepayer advisory board members.

4. make recommendations to the program manager on matters relating to the BID budget, expenditures, and programs for the purpose of monitoring the contract to administer the BID.

Section 5. That section 04.31.090 of the Spokane Municipal Code is amended to read as follows:

Section 04.31.090 Contract for Program Management

A. Pursuant to RCW 35.87A.110, the City Council may solicit for and enter into an agreement with an appropriate business association for the purpose of administering and operating the annual BID programs through a contract with the City of Spokane as "program manager." The program manager will not be terminated unless:

((~~A.~~))1. a petition is presented to the city council signed by ratepayers paying a majority of the BID assessments requests termination and after a public hearing the city council votes to terminate the contract;

((~~B.~~))2. the city council fails to impose special assessments;

((~~C.~~))3. pursuant to the program manager contract; or

((~~D.~~))4. the BID is disestablished in accordance with RCW 35.87A.180.

B. The program manager shall provide quarterly progress reports to the City no later than 30 days following the end of each calendar quarter i.e.: March 31, June 30, September 30, and December 31 of each year covered by the program management agreement. In addition, the program manager shall provide to the City an independent audit report of expenditures within 180 days after the end of each of the program manager's fiscal years and within 180 days after the termination of the program management agreement.

Section 6. That section 04.31.140 of the Spokane Municipal Code is amended to read as follows:

Section 04.31.140 Renewal – Termination

A. To promote continuity in services being provided by the Downtown PBIA, and to enhance the special benefits supporting the special assessments in the PBIA, the City ((~~will not terminate the PBIA or repeal chapter 4.31 SMC before December 31, 2021~~)) may only terminate the PBIA or repeal chapter 4.31 SMC by taking legislative action by July 1st to effectuate the termination or repeal for the subsequent year. If the Council does not take such legislative action by July 1st, the PBIA shall continue through the subsequent year.

((~~B. No later than July 1, 2021, the city council shall either extend the date upon which the PBIA can be terminated or commence proceedings to terminate the PBIA.~~))

PASSED by the City Council on _____, 2021.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 11/22/2021		Date Rec'd	11/8/2021
		Clerk's File #	ORD C36139
		Renews #	
Submitting Dept	PLANNING & ECONOMIC DEVELOPMENT	Cross Ref #	
Contact Name/Phone	KEVIN FREIBOTT 6184	Project #	Z20-194COMP
Contact E-Mail	KFREIBOTT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650-COMPREHENSIVE PLAN AMENDMENT - MAGNOLIA STREET		

Agenda Wording

Ordinance relating to app. Z20-194COMP, by McKinley School LLC, amending the Comp. Plan Land Use Plan Map from Light Industrial to Centers & Corridors Core for 2.5 acres and a change to the Zoning Map to Centers & Corridors Type 1, Employment Center.

Summary (Background)

The proposal concerns 120 N Magnolia Street, parcel 35163.3001. This Application is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on October 27 to consider this amendment and has recommended approval of the amendment.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	BLACK, TIRRELL	Study Session\Other	Study Session - 10/28
Division Director	BLACK, TIRRELL	Council Sponsor	Lori Kinnear
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	tblack@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	kmoweryfrashefski@spokanecity.org	
Additional Approvals		jrichman@spokanecity.org	
Purchasing		dhume@spokane-landuse.com	
		steve.l.dewalt@gmail.com	
		lmeuler@spokanecity.org	
		jchurchill@spokanecity.org	

Ordinance No. C36139

AN ORDINANCE RELATING TO APPLICATION FILE Z20-194COMP AND AMENDING MAP LU 1, LAND USE PLAN MAP, OF THE CITY'S COMPREHENSIVE PLAN FROM "LIGHT INDUSTRIAL" TO "CENTERS AND CORRIDORS CORE" FOR APPROXIMATELY 2.5 ACRES LOCATED AT 120 N. MAGNOLIA STREET (PARCEL 35163.3001) AND AMENDING THE ZONING MAP FROM "LIGHT INDUSTRIAL (LI)" TO "CENTERS AND CORRIDORS TYPE 1, EMPLOYMENT CENTER (CC1-EC)".

WHEREAS, pursuant to Resolution 2021-0023, the City Council included land use amendment application Z20-194COMP (the "Application") in the City's 2021 Annual Comprehensive Plan Work Program; and

WHEREAS, the Application seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for 2.5 acres from "Light Industrial" to "Centers & Corridors Core" with a corresponding amendment to the City's zoning map from Light Industrial (LI) to "Centers & Corridors Type 1, Employment Center (CC1-EC)"; and

WHEREAS, following extensive public notice and participation, on October 13, 2021, the Spokane Plan Commission held a public hearing on the Application; and

WHEREAS, at the close of the hearing, after considering the public testimony, public comments, and the staff report, the Spokane Plan Commission concluded that the Application is consistent with and implements the Comprehensive Plan, and that it is consistent with the review criteria for Comprehensive Plan Amendments set forth in Spokane Municipal Code 17G.020.030; and

WHEREAS, the Spokane Plan Commission voted 8 to 0 to recommend approval of the Application; and

WHEREAS**,** by virtue of the public process outlined in the Plan Commission Findings of Fact, Conclusions, and Recommendation (Exhibit F), the public has had extensive opportunities to participate throughout the 2021 Annual Comprehensive Plan Work Program and all persons desiring to comment on the Application were given a full and complete opportunity to be heard; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Application. Application Z20-194COMP is approved.

2. Amendment of the Land Use Map. The Spokane Comprehensive Plan Map LU 1, Land Use Plan Map, is amended from "Light Industrial" to "Centers and Corridors Core" for 2.5 acres, as shown in Exhibits A and B.

3. Amendment of the Zoning Map. The City of Spokane Zoning Map is amended from "Light Industrial" to "Centers and Corridors Type 1, Employment Center (CC1-EC)," as shown in Exhibits C and D.

PASSED BY THE CITY COUNCIL ON _____, 2021.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Z20-194COMP (120 N Magnolia St)

Concerning parcel(s) in the East Central Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 5/28/2021

THIS IS NOT A LEGAL DOCUMENT
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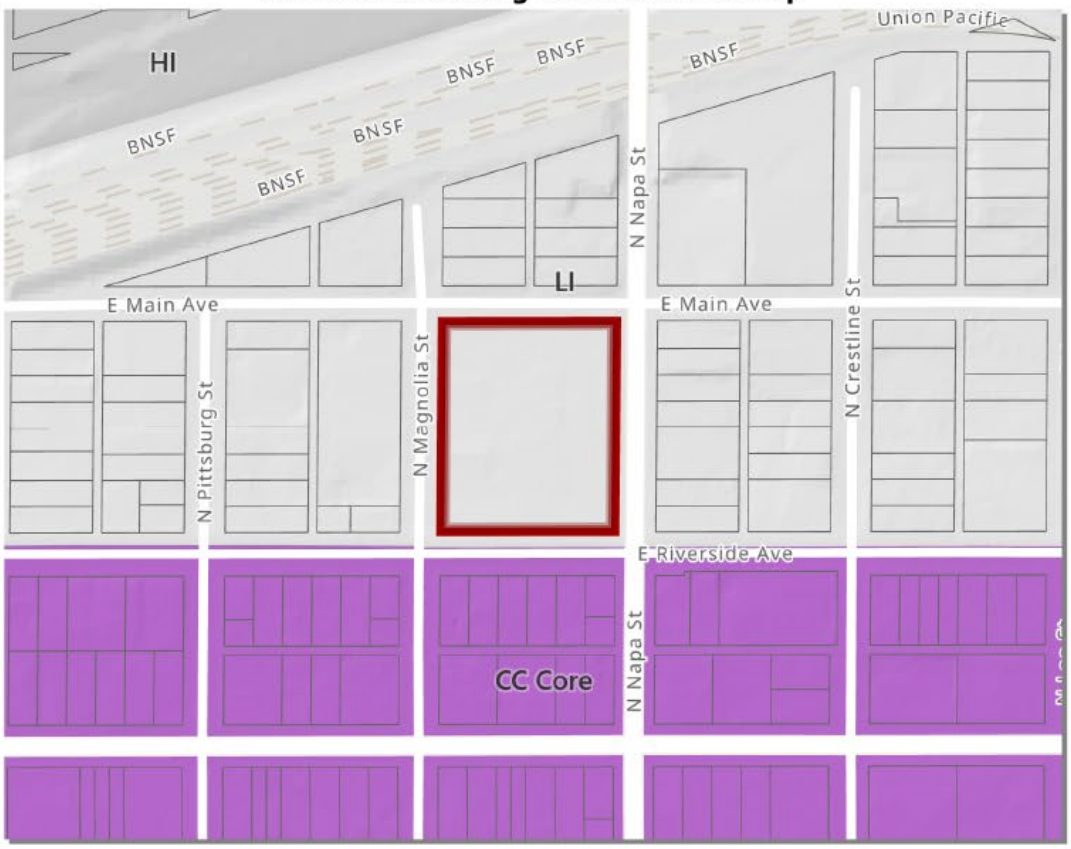
EXHIBIT A: Existing Land Use Plan Map



Subject Parcel

Parcels

City Boundary

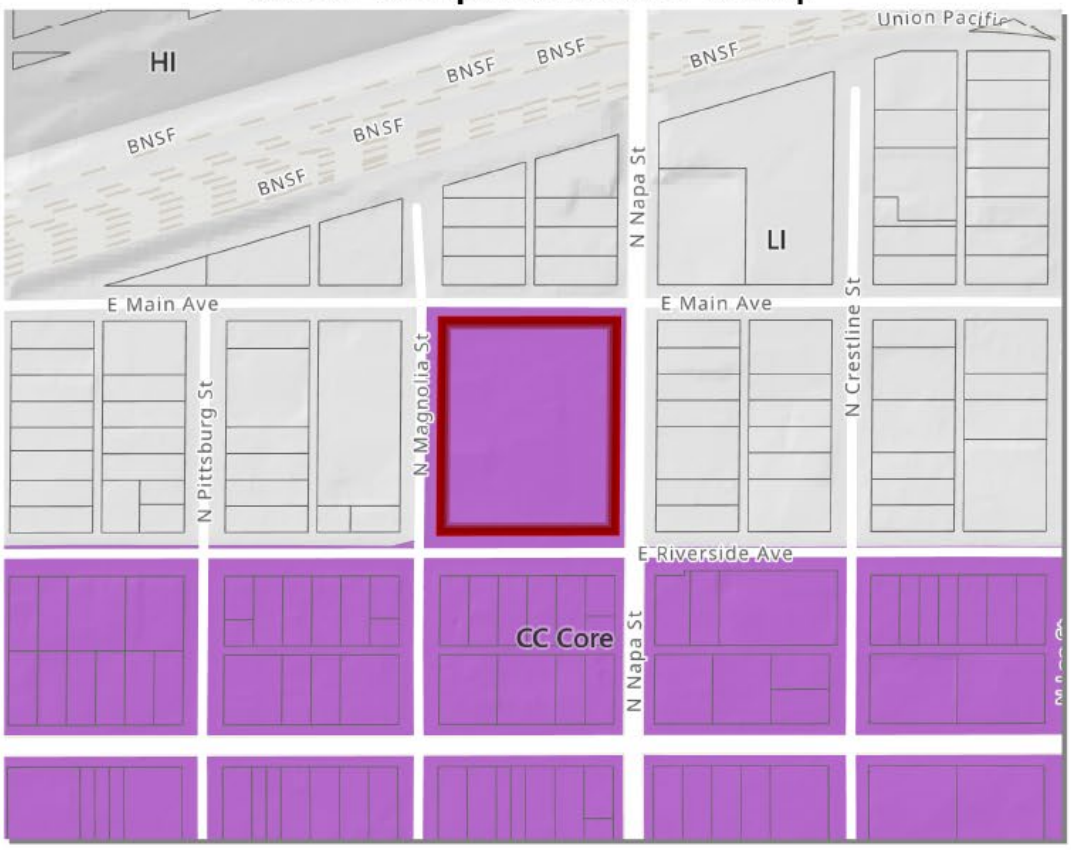
Land Use Designation

CC Core

Heavy Industrial

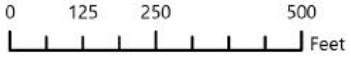
Light Industrial

EXHIBIT B: Proposed Land Use Plan Map

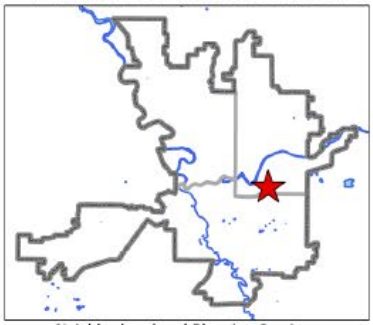


Parcel(s): 35163.3001

Approximate Area: 2.5acres



PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

Z20-194COMP (120 N Magnolia St)

Concerning parcel(s) in the East Central Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 1/29/2021

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Subject Parcel

Parcels

City Boundary

Proposed Zoning

- Center and Corridor Type 1
- Center and Corridor Type 2
- Heavy Industrial
- Light Industrial

EXHIBIT C: Existing Zoning

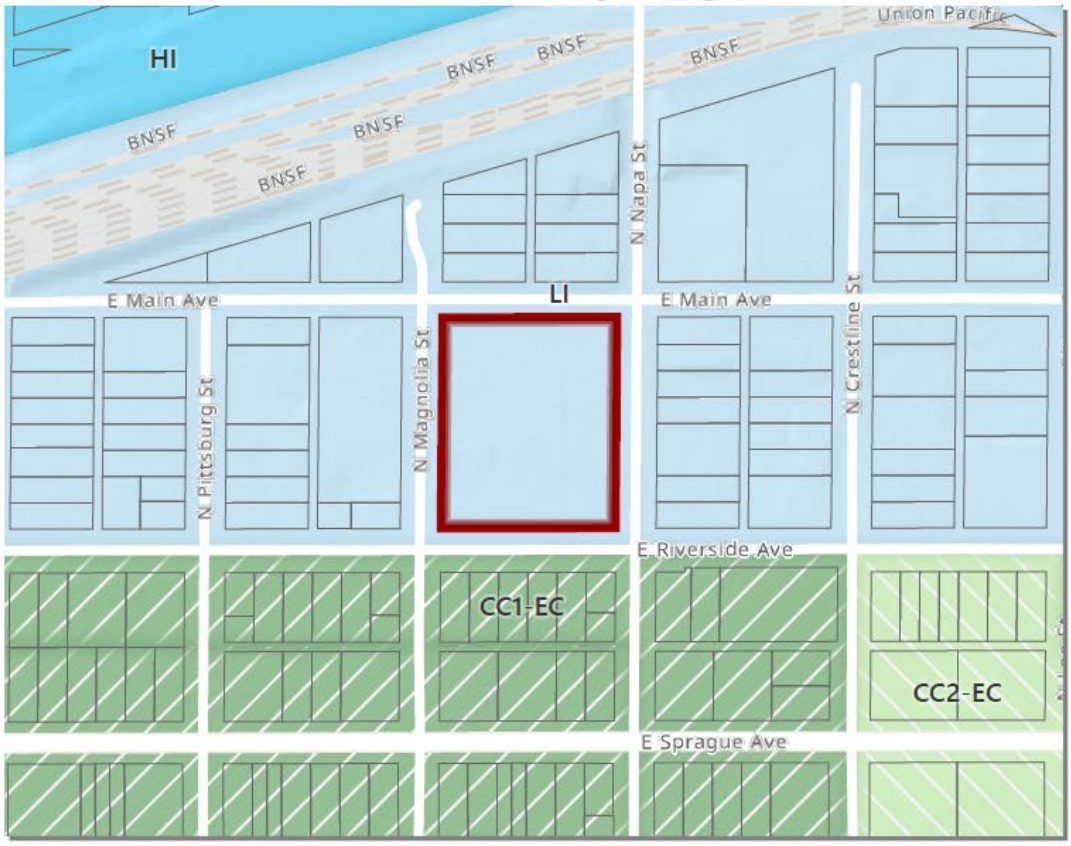
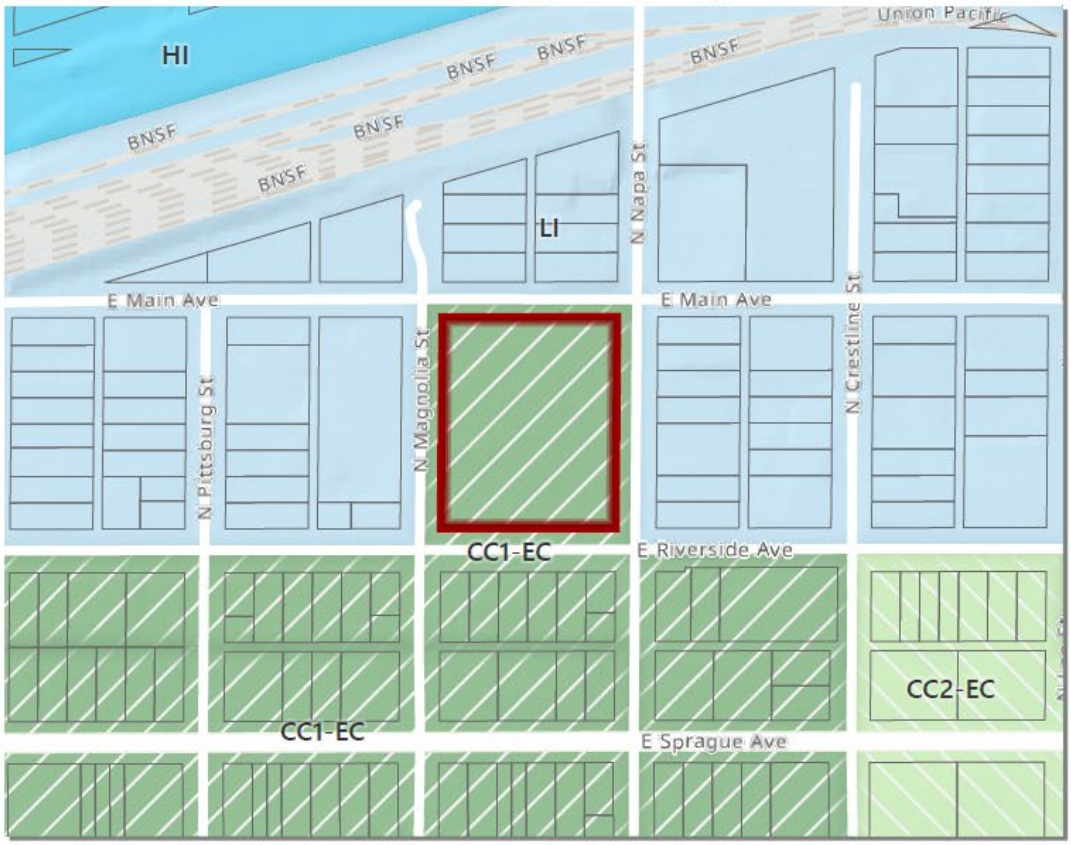


EXHIBIT D: Proposed Zoning



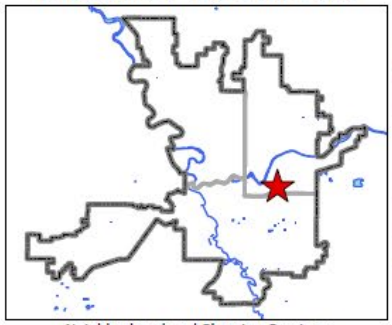
Parcel(s): 35163.3001

Approximate Area: 2.50 acres

N
W E
S

0 125 250 500 Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

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Exhibit E: Legal Description

School Block 69, 16-25-43 SW in the City of Spokane, Spokane County, Washington State.

2020/2021 Comprehensive Plan Amendments

STAFF REPORT FOR FILE Z20-194COMP (120 N MAGNOLIA)

Department of Neighborhood and Planning Services

The following staff report concerns a proposed amendment to the City's current Comprehensive Plan. The proposal is to amend the land use plan map designation and zoning of one or more parcels in the City of Spokane. Amendments to the Comprehensive Plan are enabled by Spokane Municipal Code (SMC) 17G.020 and Revised Code of Washington (RCW) 36.70A.130.

I. PROPERTY SUMMARY

Parcel(s):	35163.3001
Address(es):	120 N Magnolia Street
Property Size:	2.5 Acres
Legal Description:	School B 69, 16-25-43 SW
General Location:	Block bounded by E Main Ave, N Magnolia St, E Riverside Ave, and N Napa St
Current Use:	Vacant School Structure, Combined Sewer Overflow Facility (Subterranean)

II. APPLICANT SUMMARY

Agent:	Dwight Hume, Land Use Solutions and Entitlement
Applicant:	Steve Dewalt, McKinley School LLC
Property Owner:	McKinley School LLC

III. PROPOSAL SUMMARY

Current Land Use Designation:	Light Industrial (LI)
Proposed Land Use Designation:	Centers and Corridors Core (CC Core)
Current Zoning:	Light Industrial (LI)
Proposed Zoning:	Centers and Corridors Type 1, Employment Center (CC1-EC)
SEPA Status:	A SEPA threshold Determination of Non-Significance (DNS) was made on September 28, 2021. The appeal deadline is 5:00 PM on October 12, 2021.
Plan Commission Hearing Date:	October 13, 2021
Staff Contact:	Kevin Freibott, Assistant Planner II, kfreibott@spokanecity.org
Staff Recommendation:	Approve

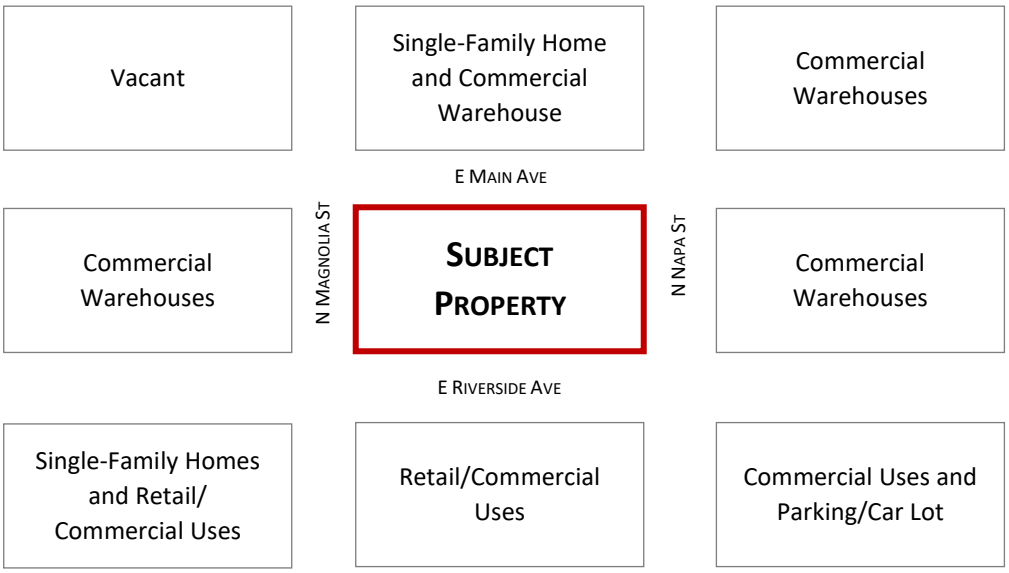
IV. BACKGROUND INFORMATION

1. **General Proposal Description**: Pursuant to the procedures established by SMC 17G.060, enabled by RCW 36.70A.130, the applicant asks the City of Spokane to amend the land use plan map designation (Map LU-1 of the Comprehensive Plan) from "Light Industrial" to "CC Core" and zoning designation (Official Zoning Map of the City of Spokane) from "Light Industrial (LI)" to "Centers and Corridors, Type 1, Employment Center (CC1-EC)" for one property located in the East Central Neighborhood. The stated intent of the applicant is to potentially develop mixed uses on the block while retaining the historic structure.

2. **Site Description and Physical Conditions**: The proposal concerns the entire block bordered by E Riverside Ave, N Magnolia St, E Main Ave, and N Napa St. The parcel currently contains the historic McKinley School as well as some storage buildings. Also located on-site is a City of Spokane small combined sewer overflow facility under the southeast corner of the site.

3. **Property Ownership**: The entire site is owned by the McKinley School LLC, a registered WA State Limited Liability Company based in Spokane, WA.

4. **Adjacent Property Improvements and Uses**: The proposal is surrounded by existing development of the following nature:



5. **Street Class Designations**: N Napa St is classified as a Minor Arterial. All other adjacent streets are Local Streets. Note that E Sprague Ave, located one block south of the site, is a Major Arterial.

6. **Current Land Use Designation and History**: As shown in **Exhibit A**, the current land use plan map designation of the property is "Light Industrial (LI)." The subject property has been designated as such since the City's adoption of the Growth Management Act (GMA) compliant Comprehensive Plan in 2001.

7. **Proposed Land Use Designation**: As shown in **Exhibit B**, the proposal is to amend the land use plan map designation to "Centers and Corridors Core (CC Core)." This new land use plan map designation would match the properties immediately south of the subject parcel.

8. **Current Zoning and History**: As shown in **Exhibit C**, the current zoning of the subject property is "Light Industrial (LI)." This zoning has been the same since the current zoning map was adopted in 2006.

   Historically, the parcel was zoned "Class II: Residential District" in 1958. By 1975 the property was zoned "M1: Light Industrial" and has been zoned that way ever since.

9. **Proposed Zoning**: As shown in **Exhibit D**, the proposal seeks to amend the zoning to "Centers and Corridors Type 1, Employment Center (CC1-EC)" to match the properties to the south along E Sprague Avenue.

V. APPLICATION PROCESS AND PUBLIC COMMENT

1. **Key Steps**: The application is being processed according to SMC 17G.060, including the following steps:

Application Submitted	October 26, 2020
Threshold Application Certified Complete	January 12, 2021
Council Threshold Subcommittee Established[1]	January 11, 2021
Council Threshold Subcommittee Met	February 17, 2021
Annual Work Program Set[2]	April 26, 2021
Agency/Department Comment Period Ended	June 2, 2021
Notice of Application Posted	June 21, 2021
Plan Commission Workshop	June 23, 2021
60-Day Public Comment Period Ended	August 20, 2021
SEPA Determination Issued	September 29, 2021
Notice of Public Hearing Posted	September 29, 2021
Plan Commission Hearing Date (Scheduled)	October 13, 2021

2. **Comments Received**: During the docketing process, prior to the setting of the annual work program, a single public comment was received from Colleen Gardner, Co-Chair for the Chief Garry Park Neighborhood, in support of the proposal.

   A request for comments was issued to City departments, local agencies, and departments, along with pertinent application details on May 19, 2021. By the close of agency comment on June 2, 2021, a single comment was received from Mr. Johnson of the City Engineering Department. Mr. Johnson noted that site-specific comments would be issued regarding the property at the building permit review stage. Ms. Gardner's and Mr. Johnson's comments are attached to this report as **Exhibit L**.

   Following the agency/department comment period, a Notice of Application was issued on June 21, 2021 by mail to all properties and owners within a 400-foot radius of the subject property, including

[1] Spokane City Council Resolution 2021-0003
[2] Spokane City Council Resolution 2021-0023

within 400-feet of any adjacent properties with the same ownership. Notice was also posted on the subject property, in the closest library branch, and in the Spokesman Review. City staff emailed notice to the neighborhood council as well and to any nearby neighborhood councils. No public comment was received on this proposal.

3. **Public Workshop**: A public workshop with the Spokane Plan Commission was held on June 23, 2021, during which the particulars of the proposal were presented to the Plan Commission for their consideration and discussion. The applicant was provided an opportunity to speak during the workshop, but no public comment was taken.

VI. APPLICATION REVIEW AND ANALYSIS

1. **Guiding Principles**: SMC 17G.020.010 provides the following guiding principles for the annual comprehensive plan amendment process:

   A. Keep the comprehensive plan alive and responsive to the community.

   B. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.

   C. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.

   D. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.

   E. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.

   F. Amendments to the comprehensive plan must result in a net benefit to the general public.

2. **Review Criteria**: SMC 17G.020.030 provides a list of considerations that are to be used, as appropriate, by the applicant in developing an amendment proposal, by planning staff in analyzing a proposal, by the plan commission making a recommendation on a proposal, and by the city council in making a decision on the proposal. Following each of the considerations is staff's analysis relative to the proposed amendment.

   A. Regulatory Changes: *Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations*.

   Staff Analysis: Staff reviewed and processed the proposed amendment under the most current regulations contained in the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent federal, state, or legislative actions with which the proposal would be in conflict, and no comments were received to this effect from any applicable agencies receiving notice of the proposal.

   The proposal satisfies this criterion.

B. GMA: *The change must be consistent with the goals and purposes of the State Growth Management Act.*

Staff Analysis: The Growth Management Act (GMA) details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, "Planning Goals"), and these goals guided the City's development of its comprehensive plan and development regulations. No comments received or other evidence in the record indicates inconsistency between the proposed plan map amendment and the goals and purposes of the GMA.

The proposal satisfies this criterion.

C. Financing: *In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.*

Staff Analysis: The City did not require, nor did any Agency or City Department comment request or require a traffic impact analysis for the proposal. The subject property is already served by water, sewer, nearby transit service, and adjacent existing City streets. Furthermore, under State and local laws, any subsequent development of the site will be subject to a concurrency determination pursuant to SMC 17D.010.020.

The proposal satisfies this criterion.

D. Funding Shortfall: *If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.*

Staff Analysis: No evidence of a potential funding shortfall as a result of this proposal exists.

The proposal satisfies this criterion.

E. Internal Consistency:

1. *The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.*

Staff Analysis: The proposal is internally consistent with applicable supporting documents of the Comprehensive Plan as follows:

Development Regulations. As a non-project proposal, there are no specific plans for development of this site. Additionally, any future development on this site will be required to be consistent with the current development regulations at the time an

application is submitted. The proposal does not result in any non-conforming uses or development and staff finds no reason to indicate that the proposed Comprehensive Plan Land Use Plan Map and zone change would result in a property that cannot be reasonably developed in compliance with applicable regulations.

Capital Facilities Program. As described in the staff analysis of Criterion C above, no additional infrastructure or capital expenditures by the City are anticipated for this non-project action, and it is not anticipated that the City's integrated Capital Facilities Program would be affected by the proposal.

Neighborhood Planning Documents Adopted after 2001. The East Central initiated a Neighborhood Planning process in 2006 known colloquially as the "East Central Neighborhood Plan," though no such plan was ever adopted. Rather the neighborhood focused their efforts on a subarea plan for the "Keystone International District Employment Center," the center adjacent to the subject parcel. That subarea plan and its attendant Comprehensive Plan and zoning changes were adopted by the City Council[3] on November 27, 2006. Because the proposal seeks to add this property to the Center, see discussion under criterion K.2 below for an analysis of the proposal's effect on/from the subarea plan.

Miscellaneous Comprehensive Plan Goals and Policies. Staff have compiled a list of Comprehensive Plan Goals and Policies which bear on the proposal in Exhibit H of this report. Further discussion of these policies is provided under section K.2 below.

The proposal satisfies this criterion.

2. *If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.*

Staff Analysis: The proposal is generally consistent with current Comprehensive Plan policies, as described in further detail in the staff analysis of Criterion K.2 below and other criteria in this report. Therefore, no amendment to policy wording is necessary and this criterion does not apply to the subject proposal.

The proposal satisfies this criterion.

F. Regional Consistency: *All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.*

Staff Analysis: The proposed change in land use designations affects a relatively small area within an existing urbanized area, with no foreseeable implications to regional or inter-jurisdictional

[3] Spokane City Ordinance C33945.

policy issues. No comments have been received from any agency, City department, or neighboring jurisdiction which would indicate that this proposal is not regionally consistent.

The proposal meets this criterion.

G. Cumulative Effect: *All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.*

1. **Land Use Impacts:** *In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.*

2. **Grouping:** *Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.*

   Staff Analysis: The City is concurrently reviewing this application and five other applications for Comprehensive Plan amendments as part of an annual plan amendment cycle. All six applications are for map amendments, five for changes to the land use plan map (LU-1) and one for changes to the Bicycle Facilities Map (TR-5). When considered together, these various applications do not interact, nor do they augment or detract from each other. Thus, the cumulative effects of these various applications are minor.

   This proposal satisfies this criterion.

H. SEPA: *SEPA[4] Review must be completed on all amendment proposals and is described in Chapter 17E.050.*

1. ***Grouping***: *When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.*

2. ***DS***: *If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).*

   Staff Analysis: The application is under review in accordance with the State Environmental Policy Act (SEPA), which requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of the information contained in the environmental checklist, written comments from local and State departments and agencies concerned with land development within the City, and a review of other information available to the

[4] State Environmental Protection Act

Director of Planning Services, a Determination of Non-Significance was issued on September 29, 2021.

The proposal satisfies this criterion.

I. ***Adequate Public Facilities****: The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.*

Staff Analysis: The proposal would change the land-use designation of a previously developed area served by public facilities and services described in CFU 2.1. The proposed change in land-use designations affects a relatively small area and does not measurably alter demand for public facilities and services in the vicinity of the site or on a citywide basis. Any subsequent development of the site will be subject to a concurrency determination pursuant to SMC 17D.010.020, thereby implementing the policy set forth in CFU 2.2.

The proposal satisfies this criterion.

J. ***UGA****: Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.*

Staff Analysis: The proposal does not include an expansion to the UGA; thus, this criterion does not apply.

This criterion does not apply.

K. Demonstration of Need:

1. ***Policy Adjustments:*** *Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. The need for this type of adjustment might be supported by findings from feedback instruments related to monitoring and evaluating the implementation of the comprehensive plan.*

Staff Analysis: The proposal does not include a policy adjustment; thus, this criterion does not apply.

2. ***Map Changes:*** *Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:*

a. *The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g. compatibility with neighboring land uses, proximity to arterials, etc.);*

Staff Analysis: Because the proposal seeks to designate the property for a "Centers and Corridors Core" land use plan map designation, conformance with Goal LU 3, Efficient Land Use, and its attendant policies are the primary policies affecting this proposal. Under Policy LU 3.4, Centers and Corridors should be

planned using a "City-approved subarea planning process" to determine the location of the center and the land use plan map designations within it.

The Center which the proposal seeks to join is known as the "Keystone International District Employment Center" and was planned via a city-approved subarea planning process in 2006[5]. While this process did not include the subject parcel within the boundaries of CC Core land use plan map designations, the entire vicinity northward to the railroad tracks was included in the evaluation of that Center. Furthermore, the final report for that subarea planning process stated that the concept of the plan was for, among other things, "promotion of mixed-use development for the entire area north of the Freeway."[6]

Pursuant to policy LU 3.5, Mix of Uses in Centers, increased residential, commercial, and office uses within the near vicinity of a Center are essential to support the denser mixed-uses of the center itself. Furthermore, policy LU 3.2, Centers and Corridors, calls for a mix of uses in the center which provides for greater residential density, pedestrian access, and mixed uses that complement the existing neighborhood.

While this proposal would modify the boundaries of the Employment Center, the original planning for this Center included a subarea plan. Furthermore, increased use and development density in the vicinity of the Center is warranted per Comprehensive Plan policies (see **Exhibit H**). In consideration of these factors, the proposal appears to comply with the intent of Comprehensive Plan policies.

b. *The map amendment or site is suitable for the proposed designation*.

Staff Analysis: The site is adequately served by all utilities and by a major arterial street, bus service is nearby on E Sprague Avenue, and the site is generally level and devoid of critical areas. There exist no physical features of the site or its surroundings that would preclude mixed-use development on the site, save for the Combined Sewer Overflow facility on-site. The property owner and City are fully aware of this feature. Future development of the site, regardless of whether the comprehensive plan amendment is approved, would have to avoid this area as a matter of course.

c. *The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation.*

Staff Analysis: See discussion under topic 'a' above. As greater density of mixed-use development is supportive of the intent and implementation of a Center, the proposal would further the implementation of the Comprehensive Plan development strategy.

The proposal satisfies this criterion.

[5] See Spokane City Ordinance C33945.
[6] "East Central Neighborhood Land Use and Zoning Proposal," p. 2.

3. **Rezones, Land Use Plan Amendment:** *Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.*

   Staff Analysis: If the Land Use Plan Map amendment is approved as proposed, the zoning designation of the subject property will change from LI (Light Industrial) to CC1-EC (Centers and Corridors Type 1, Employment Center). The CCI zone implements the CC Core land use plan map designation proposed by the applicant. No policy language changes have been identified as necessary to support the proposed Land Use Plan Map amendment.

   The proposal satisfies this criterion.

VII. CONCLUSION

The proposal has been processed and considered according to the requirements of the Spokane Municipal Code. According to the information provided above and the whole of the administrative record, and provided Plan Commission or City Council make the recommended change to the project, the proposal appears to meet the criteria for a comprehensive plan amendment as provided in SMC 17G.020.030.

Following the close of public testimony and deliberations regarding conclusions with respect to the review criteria and decision criteria detailed in SMC Chapter 17G.020, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested amendment to the Land Use Plan map of the City's Comprehensive Plan.

VIII. STAFF RECOMMENDATION

Staff recommends the Plan Commission and City Council **approve** the proposal.

IX. LIST OF EXHIBITS

A. Existing Land Use Plan Map
B. Proposed Land Use Plan Map
C. Existing Zoning Map
D. Proposed Zoning Map
E. Application Notification Area
F. Detail Aerial
G. Wide-Area Aerial
H. List of Relevant Comp Plan Policies
I. Application Materials
J. SEPA Checklist
K. SEPA Determination of Non-Significance
L. Public Comment

Z20-194COMP (120 N Magnolia St)

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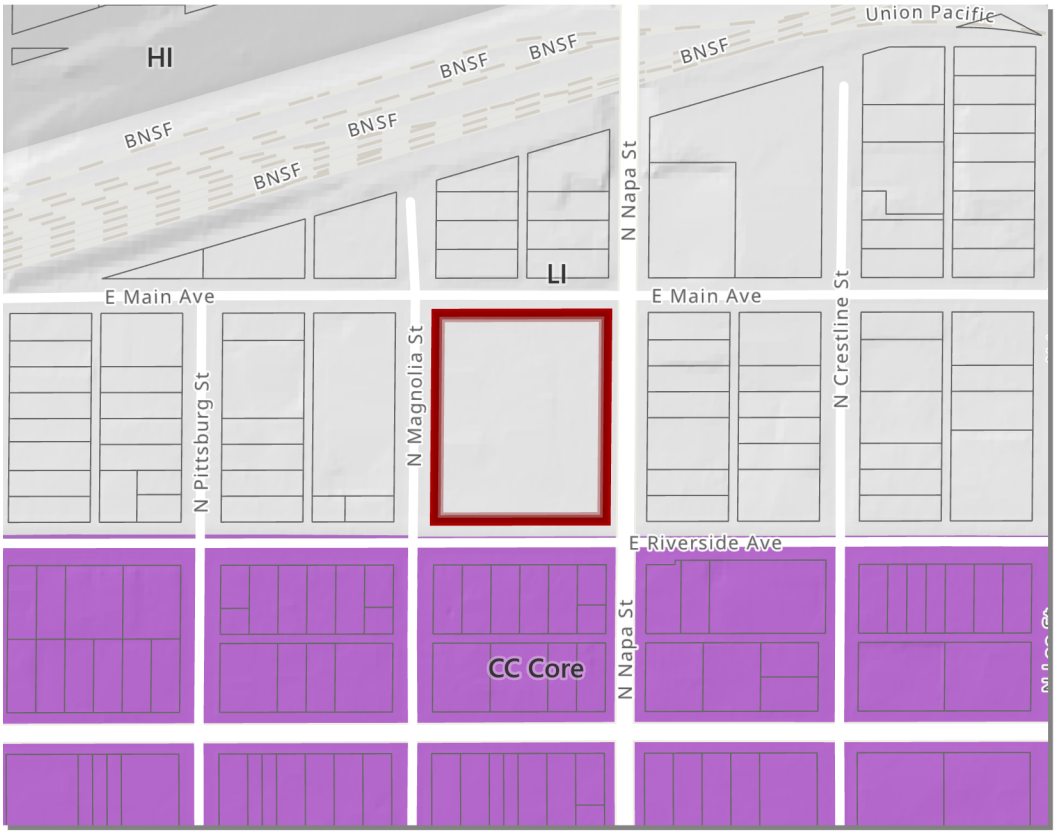

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City Boundary

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Light Industrial

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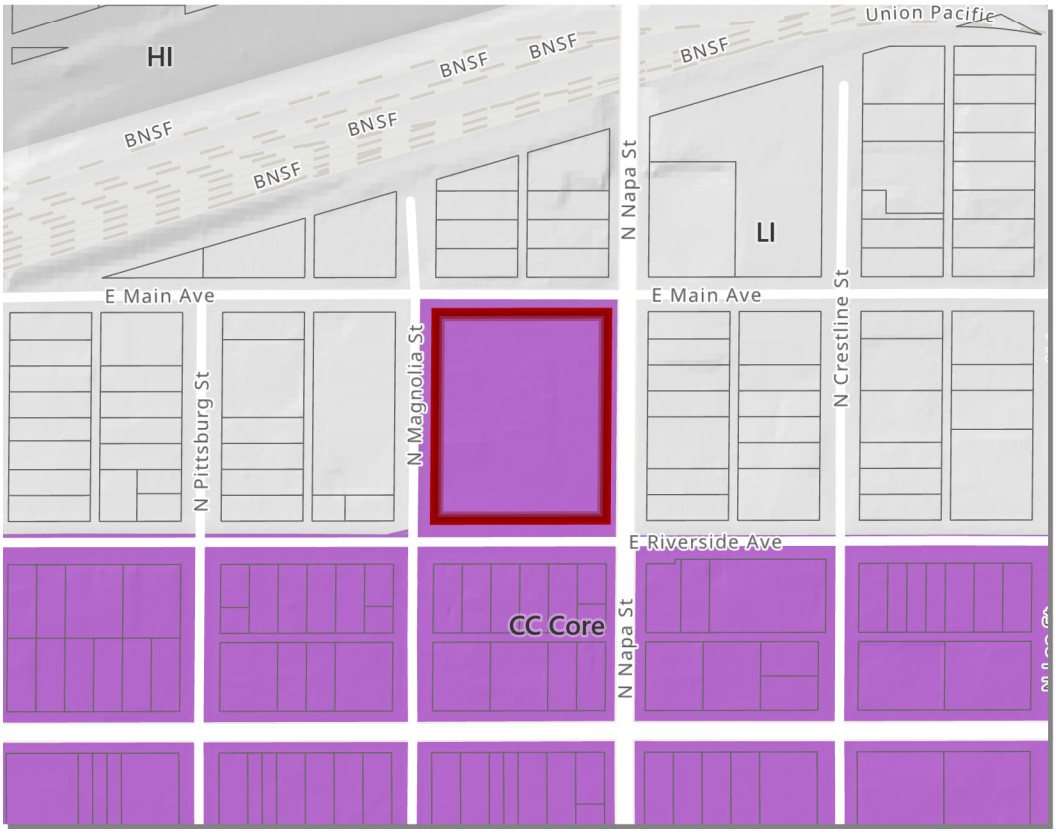
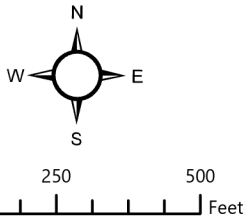
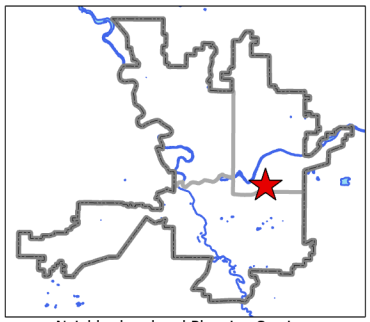


Parcel(s): 35163.3001

Approximate Area: 2.5acres



PROJECT LOCATION



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Proposed Zoning

- Center and Corridor Type 1
- Center and Corridor Type 2
- Heavy Industrial
- Light Industrial

EXHIBIT C: Existing Zoning

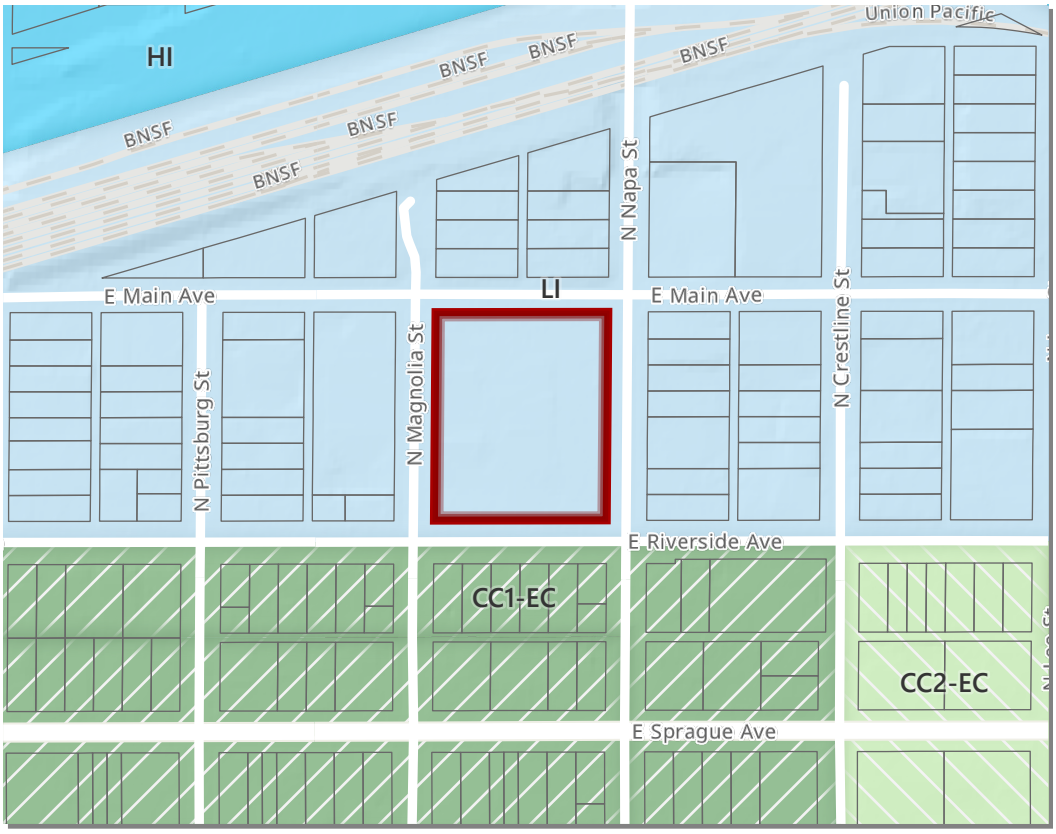
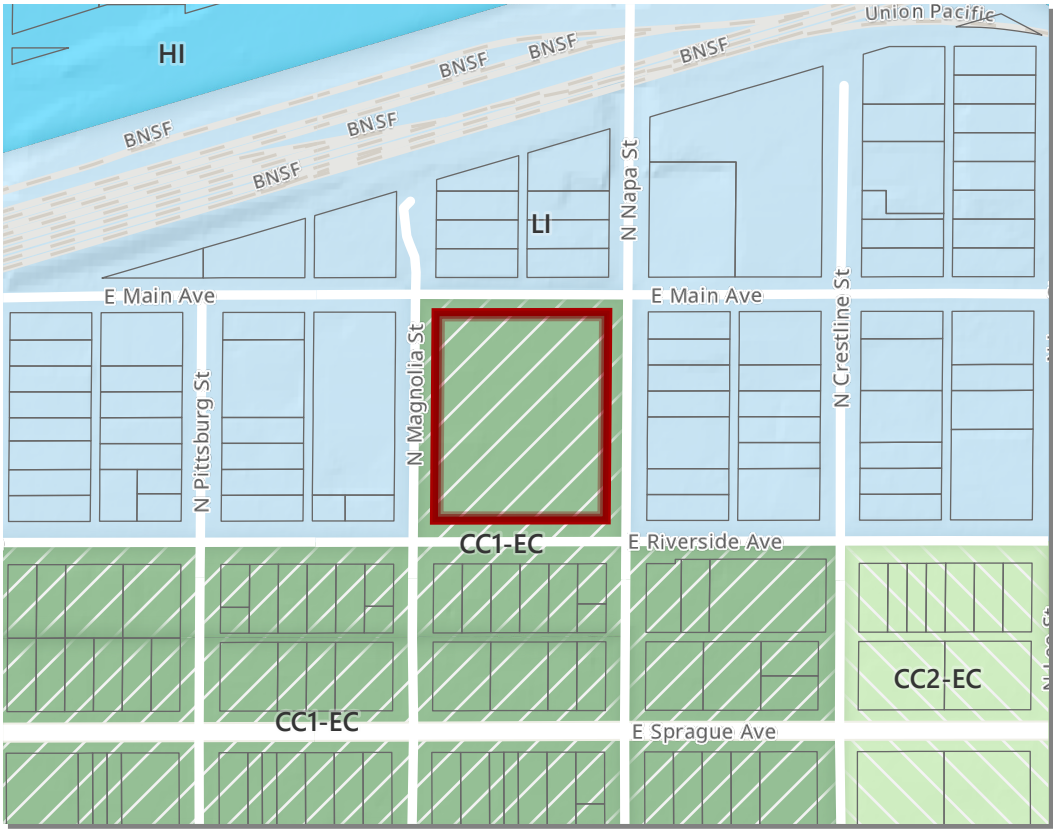


EXHIBIT D: Proposed Zoning



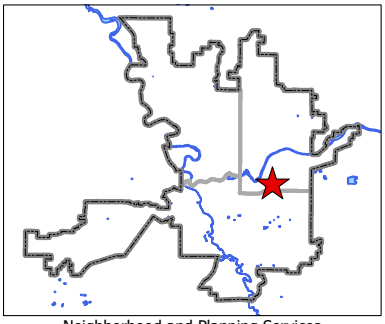
Parcel(s): 35163.3001

Approximate Area: 2.50 acres

N
W E
S

0 125 250 500 Feet

PROJECT LOCATION

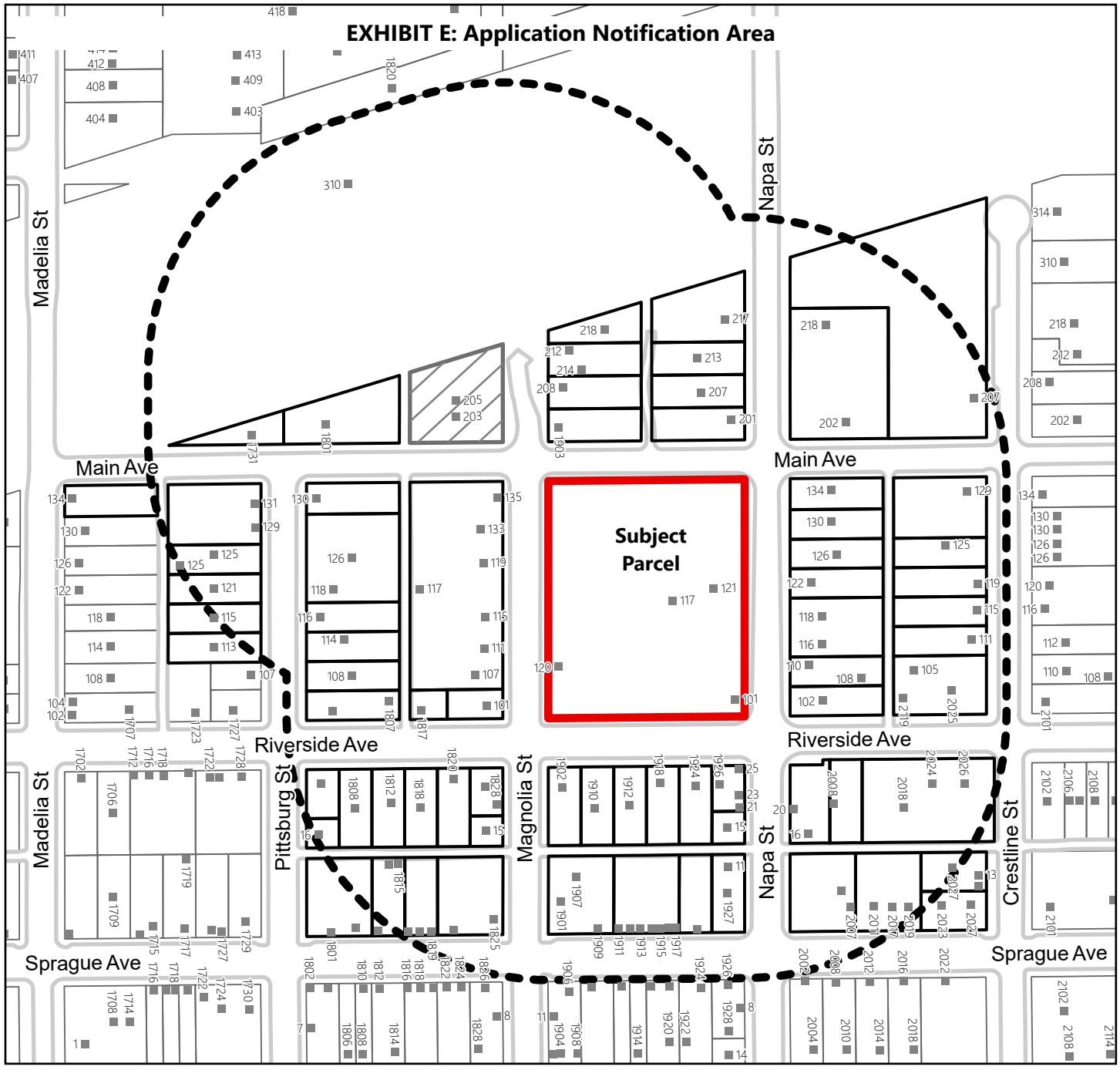


Neighborhood and Planning Services
Drawn By: Kevin Freibott

Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

Z20-194COMP
(120 N Magnolia St - East Central Neighborhood)
2020/2021 Comprehensive Plan Amendment Proposals

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.



Legend
- Parcel
- Curb Line
- Address Point

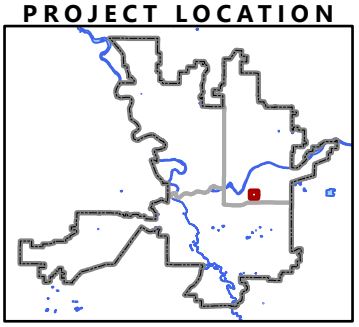
Area Type
- Same Ownership
- Subject Parcels
- Notification_Boundary
- Notification_Parcels

Application Proposes To:
Change Land Use Designation from "Light Industrial" to "Centers and Corridors Core"

Project Size: 2.5 Acres (Approximate)
Drawing Date: 7/27/2021 Drawing Scale: 1:2,714

0 75 150 300
Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

Z20-194COMP (120 N Magnolia St)

Concerning parcel(s) in the East Central Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 9/15/2021

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.

EXHIBIT F: Detail Aerial

Subject Parcels

Adjacent Ownership

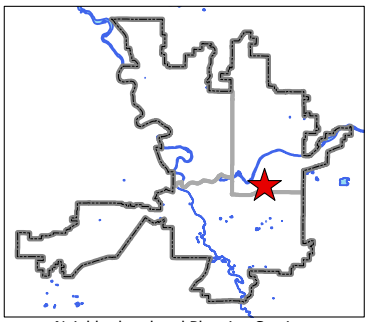
EXHIBIT G: Wide Area Aerial

Parcel(s): 35163.3001

Approximate Area: 2.5acres

N
W E
S

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

The following policies of the Comprehensive Plan relate to application Z20-194COMP. The full text of the Comprehensive Plan can be found at www.shapingspokane.org.

Chapter 3—Land Use

LU 1.2 Districts

Identify districts as the framework for providing secondary schools, larger park and recreation facilities, and more varied shopping facilities.

Discussion: Districts generally are composed of logical and contiguous groupings of several neighborhoods having a population of 30,000 to 60,000 people. Within a district, the size and scale of schools, parks, and shopping facilities are larger because they serve a larger portion of the city. For example, within a district, there is usually a centrally located high school, one or two well located middle schools, and one or more well located community parks.

The core area of the district, known as the District Center, is usually located at the intersection of arterial streets. District Centers offer a wide range of retail and service activities including general merchandising, small specialty shops, personal and professional services, offices, food, and entertainment. They should also include plazas, green space, and a civic green or park to provide a focal point for the Center. Urban design guidelines of the Comprehensive Plan or a neighborhood plan are used

LU 1.10 Industry

Provide a variety of industrial locations and site sizes for a variety of light and heavy industrial development and safeguard them from competing land uses.

Discussion: Planned industrial locations should be free from critical areas, not subject to conflicting adjacent land uses, readily accessible to adequate transportation, utility, and service systems, and convenient to the labor force.

Commercial and office uses have historically been permitted in most areas that are designated for industrial use. Continuation of this practice may lead to the displacement of the vital industrial lands needed for the economic vitality of the city. The industrial lands inventory in the city and the urban growth area should be evaluated to determine which industrial lands should be preserved for exclusive industrial use and which areas should continue to allow commercial use.

In most cases, residential use is not appropriate in the Industrial designation because of off-site impacts generated by industrial uses and the lack of residential amenities in these areas. However, river-oriented residential use is allowed in areas along the Spokane River where residents can take advantage of the river amenity. Residential uses should be carefully designed to be compatible with industrial uses. This compatibility may be maintained by using slope to other means or separate uses, and through buffers, landscaping, setbacks, fencing or other appropriate measures. The intent is to avoid conflicts between residential and industrial uses permitted in these areas.

LU 3.1 Coordinated and Efficient Land Use

Encourage coordinated and efficient growth and development through infrastructure financing and construction programs, tax and regulatory incentives, and by focusing growth in areas where adequate services and facilities exist or can be economically extended.

Discussion: Future growth should be directed to locations where adequate services and facilities are available. Otherwise, services and facilities should be extended or upgraded only when it is economically feasible to do so.

The Centers and Corridors designated on the Land Use Plan Map are the areas of the city where incentives and other tools should be used to encourage infill development, redevelopment and new development. Examples of incentives the city could use include assuring public participation, using public facilities and lower development fees to attract investment, assisting with project financing, zoning for mixed-use and higher density development, encouraging rehabilitation, providing in-kind assistance, streamlining the permit process, providing public services, and addressing toxic contamination, among other things.

LU 3.2 Centers and Corridors

Designate Centers and Corridors (neighborhood scale, community or district scale, and regional scale) on the Land Use Plan Map that encourage a mix of uses and activities around which growth is focused.

Discussion: … Employment Centers have the same mix of uses and general character features as Neighborhood and District centers but also have a strong employment component. The employment component is expected to be largely non-service related jobs incorporated into the Center or on land immediately adjacent to the Center. Employment Centers vary in size from 30 to 50 square blocks plus associated employment areas. The residential density in the core area of the Employment Center may be up to 44 dwelling units per acre. Surrounding the Center are medium density transition areas of up to 22 dwelling units per acre. The following locations are designated as Employment Centers on the Land Use Plan Map:

- East Sprague – Sprague and Napa;
- North Foothills Employment Center;
- Maxwell and Elm;
- Holy Family;
- North Nevada, between Westview and Magnesium; and
- Trent and Hamilton.

…

LU 3.3 Designating Centers and Corridors

Designate new Centers or Corridors in appropriate locations on the Land Use Plan Map through a city-approved planning process.

Discussion: The Comprehensive Plan recognizes that Centers and Corridors are the most appropriate location for commercial and higher density residential uses. In some areas of the city, there may be a need to designate a new Center or Corridor. The exact location, boundaries, size,

and mix of land uses in a Center or Corridor should be determined through a city-approved sub-area planning process that is inclusive of all interested stakeholders, including business and property owners, and the affected neighborhood(s). This process may be initiated by the city, or at the request of a neighborhood or private interest.

LU 3.4 Planning for Centers and Corridors

Conduct a city-approved subarea planning process to determine the location, size, mix of land uses, and underlying zoning within designated Centers and Corridors. Prohibit any change to land use or zoning within suggested Centers or Corridors until a subarea planning process is completed.

Discussion: Suggested Centers and Corridors are those that have been newly designated and do not have any underlying Center and Corridor land use or zoning. Land use and zoning, as well as the size, location and intensity of the land use for all Centers and Corridors should be determined through a sub-area planning process that is inclusive of all stakeholders. Any such process shall include consultation and coordination with property owners and the neighborhood in which the Center or Corridor is located. This process may be initiated by the city, or at the request of a neighborhood or private interest. Center and Corridor planning should consider the following factors:

- existing and planned commercial and residential densities and development conditions;
- amount of commercial land needed to serve the neighborhood;
- public facilities, available utilities and infrastructure, and service capacity for residential and commercial development;
- capital facility investments and access to public transit; and
- other characteristics of a Center as provided in this plan, or as further refined.

The subarea planning process should result in a determination of the boundaries of the designated Center or Corridor, the land use mix and intensities of use, and the identification of any changes to the Land Use Map within the designated Center or Corridor.

LU 3.5 Mix of Uses in Centers

Achieve a proportion of uses in Centers that will stimulate pedestrian activity and create mutually reinforcing land uses.

Discussion: Neighborhood, District, and Employment Centers are designated on the Land Use Plan Map in areas that are substantially developed. New uses in Centers should complement existing on-site and surrounding uses, yet seek to achieve a proportion of uses that will stimulate pedestrian activity and create mutually reinforcing land use patterns. Uses that will accomplish this include public, core commercial/office and residential uses.

All Centers are mixed-use areas. Some existing uses in designated Centers may fit with the Center concept; others may not. Planning for Centers should first identify the uses that do not fit and identify sites for new uses that are missing from the existing land use pattern. Ultimately, the mix of uses in a Center should seek to achieve the following minimum requirements:

Table LU 1 – Mix of Uses in Centers		
Land Use	**Neighborhood Center**	**District and Employment Center**
Public	10 percent	10 percent
Commercial/Office	20 percent	30 percent
Higher-Density Housing	40 percent	20 percent

Note: All percentage ranges are based on site area, rather than square footage of building area.

This recommended proportion of uses is based on site area and does not preclude additional upper floors with different uses. The ultimate mix of land uses and appropriate densities should be clarified in a site-specific planning process in order to address site-related issues such as community context, topography, infrastructure capacities, transit service frequency, and arterial street accessibility. Special care should be taken to respect the context of the site and the character of surrounding existing neighborhoods. The 10 percent public use component is considered a goal and should include land devoted to parks, plazas, open space, and public facilities.

LU 4.2 Land Uses That Support Travel Options and Active Transportation

Provide a compatible mix of housing and commercial uses in Neighborhood Centers, District Centers, Employment Centers, and Corridors.

Discussion: This provides opportunities for people to use active forms of transportation to get to work and shopping, enables less reliance on automobiles, reduces commuting times and distances, makes mass transit more viable, and provides greater convenience for area residents while supporting physical activity.

LU 5.3 Off-Site Impacts

Ensure that off-street parking, access, and loading facilities do not adversely impact the surrounding area.

Discussion: Off-street parking, access, and loading facilities are usually associated with the development of higher density residential, office, and commercial uses. These features often have major impacts on single-family residential areas. The impacts are most significant when these facilities are next to or intrude between homes. When these facilities are accessory to a higher density residential or nonresidential use, they should be developed according to the same policies and zoning regulations as govern the primary use. New parking lots should also have the same zoning classification as the primary use. In addition, these facilities should be developed to minimize adverse impacts to adjacent properties. All parking lots should be paved. Parking lots and loading areas should have appropriate buffers to fully screen them from adjacent, less intensive uses. Access to business and higher density residential sites should be controlled to avoid impacts on adjacent uses, pedestrian movement, and street functions.

LU 5.5 Compatible Development

Ensure that infill and redevelopment projects are well-designed and compatible with surrounding uses and building types.

Chapter 6 – Housing

H 1.11 Access to Transportation

Encourage housing that provides easy access to public transit and other efficient modes of transportation.

Discussion: Transportation is the second largest expenditure after housing and can range from 10 to 25 percent of household expenditures. Examining where housing is located and the associated transportation costs may provide a more realistic evaluation of housing affordability in the future.

H 1.18 Distribution of Housing Options

Promote a wide range of housing types and housing diversity to meet the needs of the diverse population and ensure that this housing is available throughout the community for people of all income levels and special needs.

Discussion: A variety of housing types should be available in each neighborhood. Diversity includes styles, types, size, and cost of housing. Many different housing forms can exist in an area and still exhibit an aesthetic continuity. Development of a diversity of housing must take into account the context of the area and should result in an improvement to the existing surrounding neighborhood.

H 2.4 Linking Housing with Other Uses

Ensure that plans provide increased physical connection between housing, employment, transportation, recreation, daily-needs services, and educational uses.

Discussion: The location of housing in relation to other land uses is a part of what determines the quality of housing. The desirability and viability of housing changes for different segments of the community, based on an area's mix of land uses. As complementary land uses become spread further apart, transportation options decrease while transportation costs increase. These added transportation costs reduce the amount of household income available for housing and other household needs. This affects lower-income households first. In urban areas, basic services, such as grocery stores, public transportation, and public parks, should be available within a mile walk of all housing

Chapter 7 – Economic Development

ED 2.2 Revitalization Opportunities

Provide incentives to encourage the revitalization and utilization of historic and older commercial and industrial districts for redevelopment.

Discussion: Redevelopment of abandoned or underutilized sites where infrastructure and services are available and adequately sized may provide a wider range of opportunities for business location. Traditional commercial areas, Centers and Corridors, and adjacent industrial areas provide the opportunity to target revitalization investments as well as nearby job training and employment, adding tax revenues to the city, and catalyzing revitalization efforts.

ED 2.4 Mixed Use

Support mixed-use development that brings employment, shopping, and residential activities into shared locations that stimulate opportunities for economic activity.

Chapter 8 – Urban Design and Historic Preservation

DP 1.1 Landmark Structures, Buildings, Sites

Recognize and preserve unique or outstanding landmark structures, buildings, and sites.

Discussion: Landmarks are structures or sites that provide focal points of historic or cultural interest. Preservation of them, even when not located within historic districts, celebrates the uniqueness of the particular area. Development that is compatible with and respects these landmarks enhances the richness and diversity of the built and natural environments while reinforcing the landmark structures and sites.

DP 1.2 New Development in Established Neighborhoods

Encourage new development that is of a type, scale, orientation, and design that maintains or improves the character, aesthetic quality, and livability of the neighborhood.

Discussion: New development should be compatible with the context of the area and result in an improvement to the surrounding neighborhood.

DP 2.12 Infill Development

Encourage infill construction and area redevelopment that complement and reinforce positive commercial and residential character.

Discussion: Infill construction can benefit the community when done in a manner that improves and does not detract from the livability of the neighborhood and the desirable design character of the area.

DP 3.7 Protection of Archeological and Historic Sites

Ensure that archaeological and historic sites are identified and protected.

Discussion: Significant archaeological and historic sites must first be identified and designated historic if established criteria are met, and then protected through the city and state permit processes. Identification and designation distinguishes the properties that meet criteria for historic significance from all other older properties. When new sites are discovered, the city will attempt to ensure they are appropriately preserved, as required by state law.

DP 3.11 Rehabilitation of Historic Properties

Assist and cooperate with owners of historic properties to identify, recognize, and plan for the use of their property to ensure compatibility with preservation objectives.

Discussion: Assisting owners to identify and designate historic properties and publicly recognizing the owners of historic properties are steps that serve to stimulate and reinforce historic preservation. Public agencies can cooperate with owners to provide for the preservation and maintenance of historic and cultural resources.

Chapter 11—Neighborhoods

N 2.1 Neighborhood Quality of Life

Ensure that neighborhoods continue to offer residents transportation and living options, safe streets, quality schools, public services, and cultural, social, and recreational opportunities in order to sustain and enhance the vitality, diversity, and quality of life within neighborhoods.

Discussion: Spokane enjoys a rich variety of living opportunities within its individual neighborhoods, each with its unique character. Maintaining and enhancing our neighborhood assets is key to providing stability within neighborhoods and Spokane citizens with a prolonged sense of pride.

N 8.4 Consistency of Plans

Maintain consistency between neighborhood planning documents and the comprehensive plan.

Discussion: Neighborhood planning shall be conducted within the framework of the comprehensive plan, and further, the Growth Management Act requires that these plans be consistent with the comprehensive plan.

City of Spokane

Planning Services Department

General Application

DESCRIPTION OF PROPOSAL:

Map amendment from Light Industrial to Centers and Corridors and a zone change from Light Industrial to CC-1

ADDRESS OF SITE OF PROPOSAL: (if not assigned yet, obtain address from Public Works before submitting application)

120 N Magnolia St

APPLICANT:

Name:	McKinley School LLC		
Address:	518 W Riverside Suite 200 Spokane WA 99201		
Phone (home):		**Phone (work):**	206-304-3964
Email address:	steve.l.dewalt@gmail.com		

-PROPERTY OWNER:

Name:	Same as above		
Address:			
Phone (home):		**Phone (work):**	
Email address:			

AGENT:

Name:	Land Use Solutions and Entitlement c/o Dwight Hume		
Address:	9101 N Mt. View Lane Spokane WA 99218		
Phone (home):		**Phone (work):**	435-3108
Email address:	dhume@spokane-landuse.com		

ASSESSOR'S PARCEL NUMBERS:

35163.3001

LEGAL DESCRIPTION OF SITE:

Amended Map of School Section 16 Block 69

SIZE OF PROPERTY:

2.5 acres (300' x 363' = 108900 sf)

LIST SPECIFIC PERMITS REQUESTED IN THIS APPLICATION:

Map Amendment and Zone Change

SUBMITTED BY: Steven DeWalt

☐ Applicant X Property Owner ☐ Property Purchaser Agent

In the case of discretionary permits (administrative, hearing examiner, landmarks commission or plan commission), if the applicant is not the property owner, the owner must provide the following acknowledgement:

I, Steven DeWalt, as Manager of North Park Development LLC, and North Park Development LLC as Manager of McKinley School LLC, owner of the above-described property do hereby authorize Dwight Hume to represent us and our interests in all matters regarding this application.

ACKNOWLEDGMENT:

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this 26 day of October, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared STEVEN DEWALT, to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

ELIZABETH D MCINTYRE
Notary Public
State of Washington
Commission # 136654
My Comm. Expires Jul 5, 2024

Notary Public in and for the State of Washington,
residing at SPOKANE, WA

Comprehensive Plan or Land Use Code Amendment Pre-Application

Rev.20180102

(McKinley School LLC Application)

DESCRIPTION OF THE PROPOSED AMENDMENT

(Please check the appropriate box(es)

☐ Comprehensive Plan Text Change
☐ Regulatory Code Text Change
☒ Land Use Designation Change
☐ Area-Wide Rezone

Please respond to these questions on a separate piece of paper. Incomplete answers may jeopardize your application's chances of being reviewed during this amendment cycle.

(See Attached Pre-Application Supplement)

1. General Questions *(for all proposals)*:

a. Summarize the general nature of the proposed amendment.

b. Why do you feel this change is needed?

c. In what way(s) is your proposal similar to or different from the fundamental concepts contained in the comprehensive plan?

d. For text amendments: What goals, policies, regulations or other documents might be changed by your proposal?

e. For map amendments:
   1. What is the current Land Use designation and zoning for each affected parcel?
   2. What is the requested Land Use designation and zoning for each affected parcel?
   3. Describe the land uses surrounding the proposed amendment site(s); e.g. land use type, vacant/occupied, etc.

f. Do you know of any existing studies, plans or other documents that specifically relate to or support your proposal?

g. Why did you decide to pursue a comprehensive plan amendment rather than address your concern through some other aspect of the Development Services department's work program (e.g. neighborhood planning, public input on new regulations, etc.)?

h. Has there been a previous attempt to address this concern through a comprehensive plan amendment?
   ☐ Yes ☒ No

i. If yes, please answer the following questions:
   1. When was the amendment proposal submitted?
   2. Was it submitted as a consistent amendment or an inconsistent amendment?
   3. What were the Plan Commission recommendation and City Council decision at that time?
   4. Describe any ways that this amendment proposal varies from the previously considered version.

Pre-Application Supplement

McKinley School LLC

a. Summarize the general nature of the proposed amendment.

This is a 2.50 ac. school site located at N 120 Magnolia Street, bounded by Magnolia on the West, Napa on the East, Riverside on the South and Main Avenue along the North boundary. The property is currently designated Light Industrial and zoned LI. This amendment request would change the map designation to CC Core and a CC-1 EC zone since it is within an existing Employment Center overlay.

b. Why do you feel this change is needed?

The site adjoins the CC-Core designation along Riverside and would be a contiguous expansion of the CC-Core designation. While the school is on the Historic Register, the viability of an upgrade and use of the building requires an expanded option of utilizing the remainder of the site for other related uses, such as higher density residential.

c. In what way(s) is your proposal similar to, or different from, the fundamental concepts contained in comprehensive plan?

As stated above, the site is located within the Sprague Napa Employment Center where a broad range of employment opportunities are possible within either the CC zones or within the nearby Light Industrial neighborhood. With a historic registration for the principal use of the property, it is best to allow additional residential use rather than industrial, so as to preserve and encourage the revitalization of the historic landmark.

d. For text amendments: What goals, policies, regulations or other documents might be changed by your proposal? Not Applicable

e. For map amendments:

   a. What is the current Land Use designation and zoning for each affected parcel? Light Industrial designation and Light Industrial zone.

   b. What is the requested Land Use designation and zoning for each affected parcel? CC Core designation and CC-1 EC zoning

   c. Describe the land uses surrounding the proposed amendment site(s); e.g., land use type, vacant/ occupied, etc. North: Vacant, Industrial, and Residential S/F; East: Industrial, office, residential; South: Retail, Office, Residential: West: Warehouse and Residential

f. Do you know of any existing studies, plans or other documents that specifically relate to or support your proposal? The adopted Comprehensive Plan as it pertains to Centers and Corridors.

g. Why did you decide to pursue a comprehensive plan amendment rather than address your concern through some other aspect of the Planning Services department's work program (e.g., neighborhood planning, public input on new regulations, etc.)? The subject property is already within the Employment Center designation and does not need further sub-area studies.

h. Has there been a previous attempt to address this concern through a comprehensive plan amendment?

☐ Yes **X** No

Comprehensive Plan Amendments

Threshold Review

(McKinley School LLC)

Pre-application:

The first step in applying for an amendment to the City's Comprehensive Plan is to submit a threshold review application. Prior to submitting this application, a private applicant is required to schedule a no-fee pre-application conference with staff. In the case of a map amendment, the applicant is also required to make reasonable efforts to schedule a meeting with the appropriate neighborhood council(s) and document any support or concerns expressed by the neighborhood council(s). Applications are accepted through October 31 each year, during business hours. Applicants are strongly encouraged to make an appointment with Planning Department staff prior to submitting an application.

Description of the Proposed Amendment:

- In the case of a proposed text amendment, please describe the proposed amendment and provide suggested amendment language.
- In the case of a map amendment, please describe using parcel number(s), address, and a description including size, and maps. **See General Application**

In addition to describing the proposal, please describe how your applications satisfies the threshold review criteria in SMC 17G.020.026, which are restated below. You may need to use a separate piece of paper. **(See Attached Threshold Supplement)**

1. Describe how the proposed amendment is appropriately addressed as a Comprehensive Plan Amendment.
2. The proposed amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City council or by a neighborhood or subarea planning process.
3. The proposed amendment can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program.
4. In the case of a private application for a land use map change, nearby properties may also seem to be candidates for amendment. At the time of docketing or during plan commission review, expansion of the geographic scope of an amendment proposal may be considered, shared characteristics with nearby, similarly situated property may be identified and the expansion is the minimum necessary to include properties with those shared characteristics. Has the applicant had any outreach to surrounding property owners whose property may be so situated?
5. Describe how the proposed amendment is consistent with current general policies in the comprehensive plan for site-specific amendment proposals. The proposed amendment must be consistent with policy implementation in the Countywide Planning policies, the GMA, or other state or federal law, and the WAC.
6. The proposed amendment is not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process, but was not included in the Annual Comprehensive Plan Amendment Work Program, unless additional supporting information has been generated.
7. If this change is directed by state law or a decision of a court or administrative agency, please describe.
8. Please provide copy of agenda or other documentation of outreach to neighborhood council made prior to application.

McKinley School Threshold Supplement

1. Describe how the proposed amendment is appropriately addressed as a Comprehensive Plan Amendment.

   The request is for a map change to the adopted Comprehensive Plan Map, hence the Comprehensive Plan Amendment.

2. The proposed amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City council or by a neighborhood or subarea planning process.

   The subject site is located well within a designated Employment Center and adjacent to a CC Core designation. No sub-area plan is needed to accomplish this amendment.

3. The proposed amendment can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program.

   No special studies are expected to be generated by this request. Accordingly, this can be processed within the normal timeframe of an annual amendment.

4. In the case of a private application for a land use map change, nearby properties may also seem to be candidates for amendment. At the time of docketing or during plan commission review, expansion of the geographic scope of an amendment proposal may be considered, shared characteristics with nearby, similarly situated property may be identified and the expansion is the minimum necessary to include properties with those shared characteristics. Has the applicant had any outreach to surrounding property owners whose property may be so situated?

   No other property owners were contacted by the applicant. This is an obligation of the Council and Docketing Committee to determine if more property should be included.

5. Describe how the proposed amendment is consistent with current general policies in the comprehensive plan for site-specific amendment proposals. The proposed amendment must be consistent with policy implementation in the Countywide Planning policies, the GMA, or other state or federal law, and the WAC.
   a) This proposal is within an adopted designated Employment Center. Moreover, it is consistent with the CC-Core designation and CC-1 EC zone adjacent to this proposal. It is therefore consistent with County Planning policies, the GMA and the WAC.

   b) Goal 3, Policy 3.2 Employment Centers: The distinction of an EC is that it includes a strong employment component of non-service-related jobs, typically adjacent to a Core zone. While the subject site is currently zoned Light Industrial and adjoins the CC-Core area, it is not conducive to generating non-service related jobs due to the historic registration of the former McKinley School on site. Hence, it is better suited for more CC-Core designation and the CC-1 EC zone to encourage retail services and residential use. It is worth noting that this 2.5 acre deletion from the LI

designation is non-significant in terms of diminishing the available LI zoned area due to its inability to be used for light industrial purposes.

c) Goal 3, Policy 3.5 Mix of Uses in Centers; *"Achieve a proportion of uses in Centers that will stimulate pedestrian activity and create mutually reinforcing land uses."*

As stated above, the historic registration of the McKinley School pre-empts the ability to use the site for non-service industrial related jobs. Hence, it has remained underdeveloped for want of appropriate zoning. This amendment to CC Core would be a contiguous expansion of this designation and therefore is consistent with Policy 3.5 since there is no impact upon proportions of "nearby non-service employment opportunities.

In summary, the amendment request is merely an adjustment to the internal map designations within the boundary of the East Sprague and Napa Employment Center designated within the adopted Comprehensive Plan. No additional sub-area studies are warranted since this minimal change has no impacts to areas outside the boundaries of the Employment Center.

6. The proposed amendment is not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process, but was not included in the Annual Comprehensive Plan Amendment Work Program, unless additional supporting information has been generated.

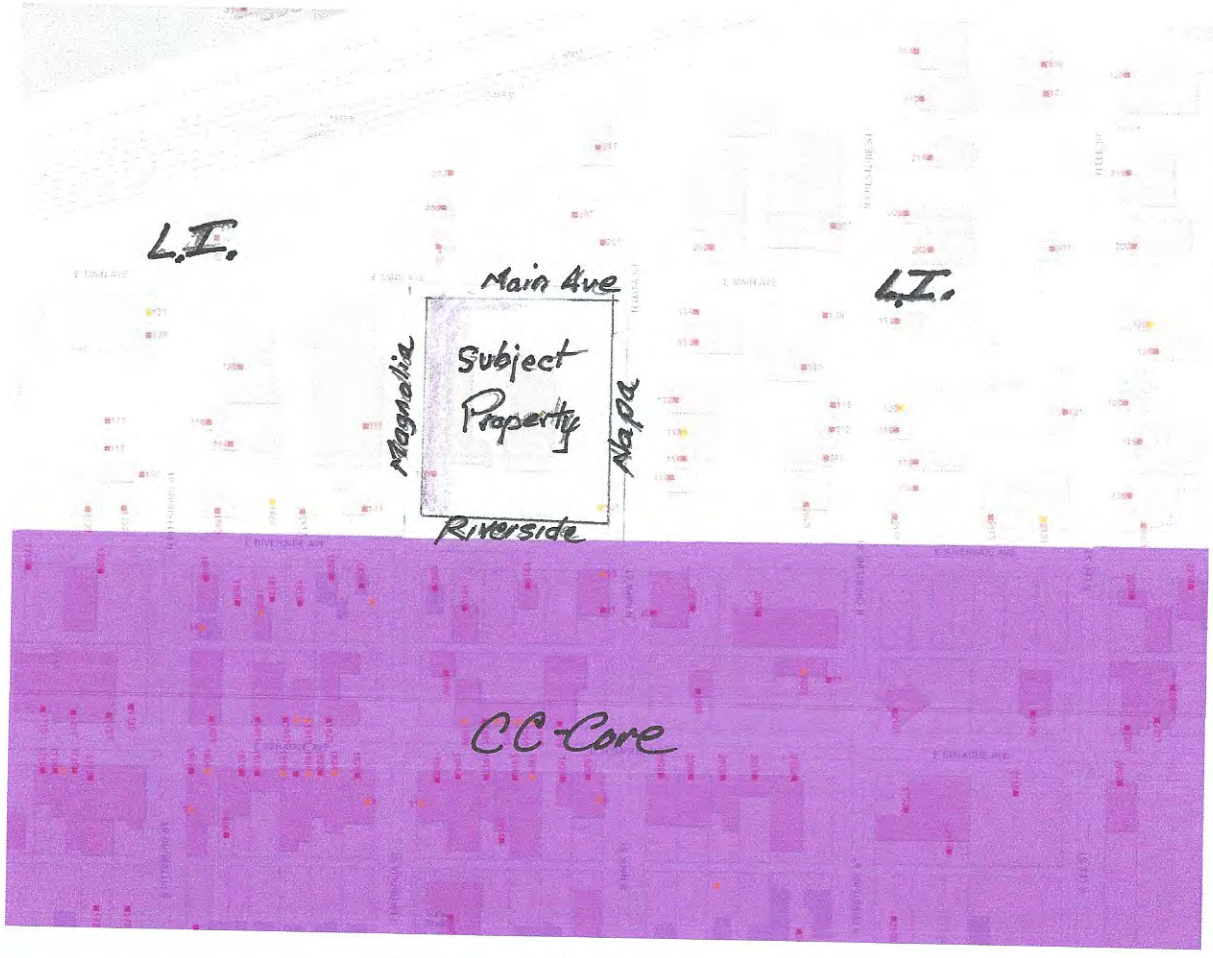
   No previous applications have been considered.

7. If this change is directed by state law or a decision of a court or administrative agency, please describe. N/A

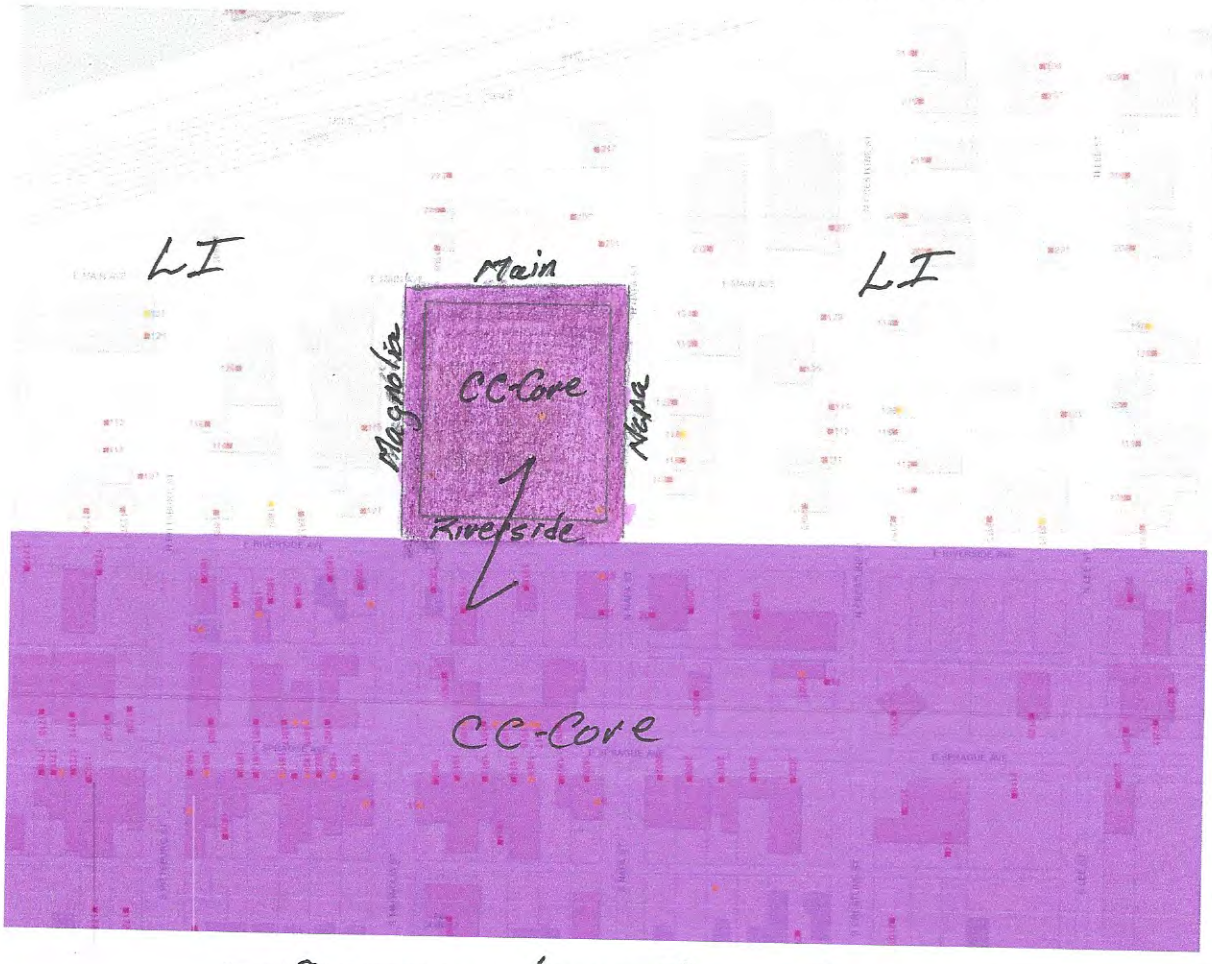
8. Please provide copy of agenda or other documentation of outreach to neighborhood council made prior to application.

   The Applicant met with Mr. McGlenn, Chair of the ECNC on October 22nd to share the vision McKinley School LLC has for the renovation of the school and the inclusion of more housing on site. He recommended that we attend the next neighborhood council meeting on December 15th, which we plan to attend.

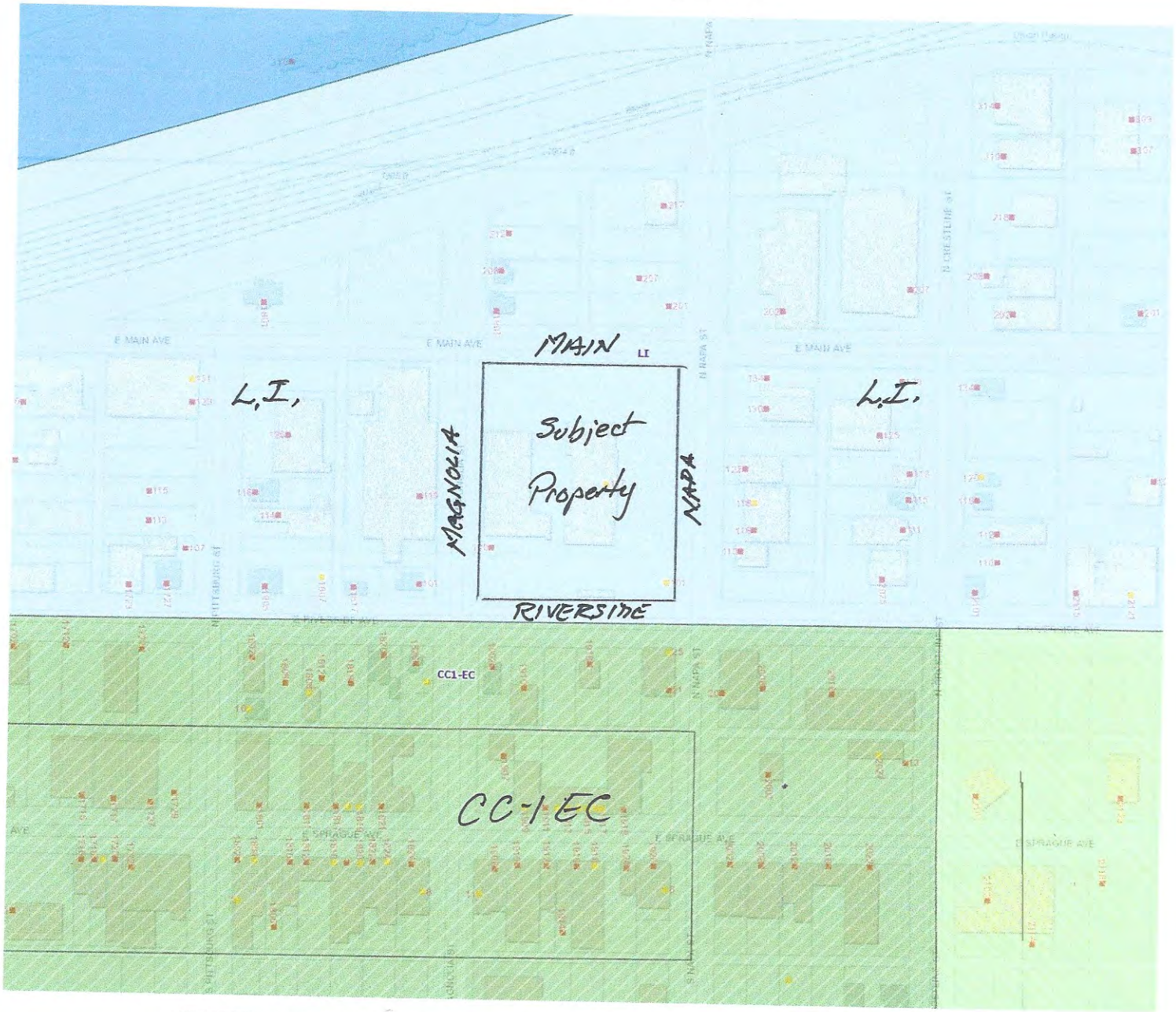
End of Threshold Supplement



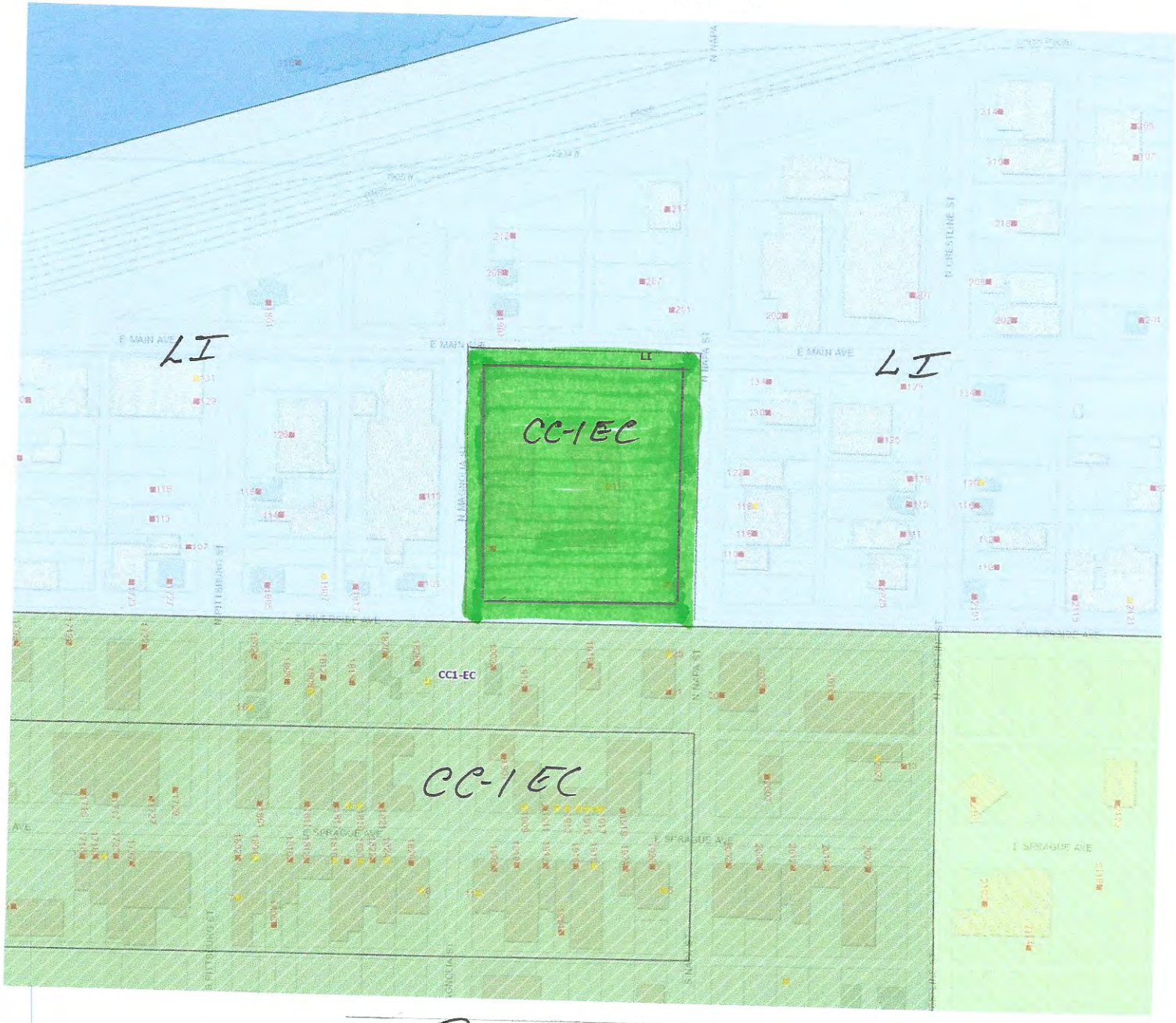
EXISTING LAND USE MAP



PROPOSED LAND USE MAP



EXISTING ZONES


LI
LI
LI
CC-1EC
CC1-EC
CC-1EC
E SPRAGUE AVE
E SPRAGUE AVE
PROPOSED ZONE

Evaluation for
Agency Use Only

State Environmental Policy Act (SEPA)
ENVIRONMENTAL CHECKLIST

File No. Z20-194COMP

PLEASE READ CAREFULLY BEFORE COMPLETING THE CHECKLIST!

Purpose of Checklist:

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals:
Complete this checklist for nonproject proposals, even though questions may be answered "*does not apply*."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

Evaluation for
Agency Use Only

A. BACKGROUND

1. **Name of proposed project**:

   Applicant: *McKinley School LLC C/O Steve DeWalt*

   Address: *518 W Riverside Suite 200*

   City/State/Zip: *Spokane WA 99201* Phone: *206-304-3964*

2. **Agent or Primary Contact**: *Dwight Hume*

   Address: *9101 N Mt. View Lane*

   City/State/Zip: *Spokane WA 99218* Phone: *(509) 435-3108*

3. **Location of Project**:

   Address: *120 N Magnolia St*

   Section: *16* Quarter: *SW* Township: *25N* Range: *43E*

   Tax Parcel Number(s): *35163.3001*

4. Date checklist prepared: *May 9, 2021*

5. Agency requesting checklist: *City of Spokane, Washington*

6. Proposed timing or schedule (including phasing, if applicable):

   Upon approval of Map and zone change amendments

7. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain:

   Upon amendment approval, project plans will be submitted for review and approval.

   b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain:

   No

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal:

   Unknown

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain:

   No

10. List any government approvals or permits that will be needed for your proposal, if known:
Comp Plan and Zone change approval, project design review and building permits

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.
This is a non-project action to approve a map amendment and zone change from Light Industrial to CC Core and CC-1 EC. It is approximately 2.5 acres and has the former McKinley School on site and is historically registered. It also contains a separate single floor warehouse, both of which are currently used for storage.

12. Location of the proposal: Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist.
The site is a 2.5 acre block bounded by Main Ave on the North, Riverside Ave on the South, Napa St on the East and Magnolia on the West, from which the site is addressed as 120 N Magnolia.

13. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? ☒Yes ☐No
The General Sewer Service Area? ☒Yes ☐No
The Priority Sewer Service Area? ☒Yes ☐No
The City of Spokane? ☒Yes ☐No

14. The following questions supplement Part A.
a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)
(1) Describe any systems, other than those designed for the disposal of sanitary waste installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).

This is a non-project action and if approved, will change the designation from Light Industrial to CC Core. As a former school site, no industrial uses have been implemented, nor will any industrial uses be built within the CC-1 EC zoned property.

(2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored?

To be determined at time of building permit review.

(3) What protective measures will be taken to ensure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems.

To be determined at time of building permit review.

(4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?

See # 3 above.

b. Stormwater

(1) What are the depths on the site to groundwater and to bedrock (if known)?

Unknown

(2) Will stormwater be discharged into the ground? If so, describe any potential impacts.

Unknown

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (check one):

☒ Flat ☐ Rolling ☐ Hilly ☐ Steep slopes ☐ Mountainous

Other: *Answer*

b. What is the steepest slope on the site (approximate percent slope)?

N/A

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.
Unknown

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.
No

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.
To be determined at time of building permit review

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.
No

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt, or buildings)?
To be determined at time of building permit review

h. Proposed measures to reduce or control erosion or other impacts to the earth, if any:
To be determined at time of building permit review

2. Air

a. What type of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.
To be determined at time of building permit review

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.
Other industrial uses surround the subject site on the East and West and North. In addition, multiple rail tracks exist within 225' of the subject property to the north.

c. Proposed measures to reduce or control emissions or other impacts to air, if any:
Compliance with applicable development regulations.

3. Water

a. SURFACE WATER:

(1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

No

(2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

N/A

(3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

N/A

(4) Will the proposal require surface water withdrawals or diversions? If yes, give general description, purpose, and approximate quantities if known.

N/A

(5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No

(6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No

b. GROUNDWATER:

(1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

No

(2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals…; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

To be determined at time of building permit review

c. WATER RUNOFF (INCLUDING STORMWATER):

(1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

To be determined at time of building permit review

(2) Could waste materials enter ground or surface waters? If so, generally describe.

See # 1 above

(3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No

d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water, and drainage patter impacts, if any.

Compliance with applicable drainage controls

4. Plants

a. Check the type(s) of vegetation found on the site:

Deciduous trees: ☐ alder ☐ maple ☐ aspen

Other: *None*

Evergreen trees: ☐ fir ☐ cedar ☐ pine

Other: *None*

☐ shrubs ☐ grass ☐ pasture ☐ crop or grain

☐ orchards, vineyards or other permanent crops

Wet soil plants: ☐ cattail ☐ buttercup ☐ bullrush ☐ skunk cabbage

Other: None

Water plants: ☐ water lily ☐ eelgrass ☐ milfoil

Other: *None*

Any other types of vegetation:

No

b. What kind and amount of vegetation will be removed or altered?

No vegetative cover

c. List threatened and endangered species known to be on or near the site:

Unknown

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

To be determined at time of building permit review

e. List all noxious weeds and invasive species known to be on or near the site

Unknown

5. Animals

a. Check *and* List any birds and other animals which have been observed on or near the site or are known to be on or near the site:

Birds: ☐ hawk ☐ heron ☐ eagle ☒ songbirds

Other:

Mammals: ☐ deer ☐ bear ☐ elk ☐ beaver

Other:

Fish: ☐ bass ☐ salmon ☐ trout ☐ herring ☐ shellfish

Other:

Any other animals (*not* listed in above categories): *Answer*

b. List any threatened or endangered animal species known to be on or near the site.

None

c. Is the site part of a migration route? If so, explain.

No

d. Proposed measures to preserve or enhance wildlife, if any:

None

e. List any invasive animal species known to be on or near the site.

Unknown

6. Energy and natural resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

To be determined at time of building permit review

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe:

No

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

Compliance with energy codes will be required at time of building permit

7. Environmental health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe.

No

(1) Describe any known or possible contamination at the site from present or past uses.

The site has no history of contamination. It was formerly a public school and playground and a concrete floor warehouse building was subsequently added to the site along the west side of the school building. In addition, the City of Spokane has added a CSO facility for storm sewer collection located south of the school building.

(2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

See #1 above.

(3) Describe any toxic or hazardous chemicals/conditions that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.
If approved, this will be addressed during the building permit review.

(4) Describe special emergency services that might be required.
If approved, to be determined at time of building permit review.

(5) Proposed measures to reduce or control environmental health hazards, if any:
Compliance with applicable regulations

b. NOISE:

(1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?
Existing railroad traffic, Industrial shipping and receiving on nearby properties

(2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.
Short term: None. Long term: Construction

(3) Proposed measure to reduce or control noise impacts, if any:
Compliance with applicable noise regulations

8. Land and shoreline use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.
North: Rail traffic, residential and vacant; East: Industrial, office and residential; South: Retail office and residential; West: Residential and warehouse. Subject site: Warehouse and vacant buildings

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?
The site has not been used for forest or agricultural use.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

No

c. Describe any structures on the site.

Vacant School building of 50,800 sf and a single story warehouse building of 9800 sf.

d. Will any structures be demolished? If so, which?

To be determined at building permit stage. School structure will be preserved and reused.

e. What is the current zoning classification of the site?

Light Industrial

f. What is the current comprehensive plan designation of the site?

Light Industrial

g. If applicable, what is the current shoreline master program designation of the site?

N/A

h. Has any part of the site been classified as a critical area by the city or the county? If so, specify.

No, there are no site sensitive conditions of wetlands, steep slopes etc.

i. Approximately how many people would reside or work in the completed project?

To be determined at time of building permit

j. Approximately how many people would the completed project displace?

None

k. Proposed measures to avoid or reduce displacement impacts, if any:

N/A

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

Compliance with applicable design and development standards

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

N/A

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

To be determined at time of building permit reveiw

b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing.

None

c. Proposed measures to reduce or control housing impacts, if any:

N/A

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

To be determined at time of building permit review

b. What views in the immediate vicinity would be altered or obstructed?

None

c. Proposed measures to reduce or control aesthetic impacts, if any:

Development per design review requirements

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

To be determined at time of building permits

b. Could light or glare from the finished project be a safety hazard or interfere with views?

No, this is a light industrial area

c. What existing off-site sources of light or glare may affect your proposal?

None

d. Proposed measures to reduce or control light and glare impacts, if any:

Indirect exterior lighting

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

None

b. Would the proposed project displace any existing recreational uses? If so, describe.

No

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

None

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the sited that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.

Yes, the McKinley School is on the historic register and will remain as part of the future project and use.

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

No

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archaeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

None

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

If approved, the use of the McKinley School will follow applicable development guidelines to ensure historic preservation.

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

Napa from Sprague and/or Trent; Riverside, Magnolia and Main surround the site.

b. Is site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop.
East Sprague #90 is available one block south of subject site.

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?
To be determined at time of building permit

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).
To be determined at time of building permit

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe.
The site is within 300' of rail traffic but not accessible for shipping etc.

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and non-passenger vehicles). What data or transportation models were used to make these estimates? (Note: to assist in review and if known, indicate vehicle trips during PM peak, AM Peak, and Weekday (24 hours).
To be determined at time of building permit review

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, general describe.
No

h. Proposed measures to reduce or control transportation impacts, if any:
To be determined at time of building permit review

15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.
To be determined at time of building permit

b. Proposed measures to reduce or control direct impacts on public services, if any:

To be determined at time of building permit review

16. Utilities

a. Check utilities currently available at the site:

☒ electricity ☒ natural gas ☒ water ☒ refuse service

☒ telephone ☒ sanitary sewer ☐ septic system

Other:

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed:

To be determined at time of building permit review

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the *agency* must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: *May 9, 2021* Signature: _____

Please Print or Type:

PROJECT PROPONENT: McKinley School LLC

Name: *Steve DeWalt* Address: *518 W Riverside Suite 200*

Phone: *(206) 304-3964* *Spokane WA 99201*

CHECKLIST PERPARER (If different from proponent):

Name: *Dwight Hume* Address: *9101 N Mt. View Lane*

Phone: *(509) 435-3108* *Spokane WA 99218*

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: Kevin Freibott

Based on this staff review of the environmental checklist and other pertinent information, staff concludes that:

☑ A. There are no probable significant adverse impacts and recommends a Determination of Nonsignificance.

☐ B. Probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.

☐ C. There are probable significant adverse environmental impacts and recommends a Determination of Significance.

Evaluation for
Agency Use Only

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(Do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

   If approved, the project will be reviewed for said impacts and conditioned accordingly.

   Proposed measures to avoid or reduce such increases are:

   To be determined at time of building permit review.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

   The site is located within an industrial neighborhood but restricted by historic preservation requirements for the schools use. Furthermore, based upon the historical use of the property, there are no natural elements to be concerned about preservation.

   Proposed measures to protect or conserve plants, animals, fish, or marine life are:

   See above answer

2. How would the proposal be likely to deplete energy or natural resources?

   If approved, the buildings will be reviewed for energy compliance improvements.

   Proposed measures to protect or conserve energy and natural resources are:

   To be determined at time of building permit review.

3. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands?

   The subject site contains a building on the historic register. Accordingly, any future use of the building will address the preservation of said building.

   Proposed measures to protect such resources or to avoid or reduce impacts are:

See answer above.

4. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

   The site is surrounded by a mix of industrial, office, retail and residential uses. If approved, it will become part of the CC-1 EC category of zones and allow a similar mix of office, retail and residential uses. All proposed uses will require compliance with applicable development regulations.

   Proposed measures to avoid or reduce shoreline and land use impacts are:

   See above answer

5. How would the proposal be likely to increase demands on transportation or public services and utilities?

   If approved, the demand for services should be the same or less than the present industrial zone and allowed uses of that zone.

   Proposed measures to reduce or respond to such demand(s) are:

   To be determined at time of building permit review.

6. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.

   This is an approved Industrial designation and zone. If approved, the site becomes more restrictive as a CC-1 EC classification which is common and adjacent to the subject on its south boundary. It is inconceivable that this CC-1 EC designation that has existed adjacent since 2004 or earlier is in conflict with state or federal regulations.

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the *agency* must withdraw any determination of Non-significance that it might issue in reliance upon this checklist.

Date: *May 11, 2021* Signature: _____

Please Print or Type:

PROJECT PROPONENT

Name: *McKinley School LLC C/O Steve DeWalt* Address: 518 W Riverside Suite 200

Phone: *(206)-304-3964* *Spokane WA 99201*

CHECKLIST PERPARER (If different from proponent):

Name: *Dwight Hume* Address: *9101 N Mt. View Lane*

Phone: *(509) 435-3108* *Spokane WA 99218*

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: Kevin Freibott

Based on this staff review of the environmental checklist and other pertinent information, staff concludes that:

☑ A. There are no probable significant adverse impacts and recommends a Determination of Nonsignificance.

☐ B. Probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.

☐ C. There are probable significant adverse environmental impacts and recommends a Determination of Significance.

NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(S): Z20-194COMP

PROPONENT: McKinley School LLC (Agent: Dwight Hume, Land Use Solutions and Entitlement)

DESCRIPTION OF PROPOSAL: Amendment of the Land Use Plan Map designation for one parcel totaling 2.5 acres from "Light Industrial (LI)" to "Centers and Corridors Core (CC Core)" and a concurrent change of zoning from "Light Industrial (LI)" to "Centers and Corridors Type 1, Employment Center (CC1-EC)." No specific development proposal is being approved at this time.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: The proposal concerns one parcel: 35163.3001, located at 120 N Magnolia Street; block bounded by E Main Ave, N Magnolia St, E Riverside Ave, and N Napa St; East Central neighborhood.

LEGAL DESCRIPTION: School B 69, 16-25-43 SW

LEAD AGENCY: City of Spokane

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

[ ] There is no comment period for this DNS.

[ ] This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.

[X] This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). Comments regarding this DNS must be submitted no later than 5 p.m. on October 12, 2021 if they are intended to alter the DNS.

****

Responsible Official: Louis Meuler

Position/Title: Interim Director, Planning Services **Phone:** (509) 625-6300

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201

Date Issued: September 28, 2021 **Signature:** Louis Meuler (Sep 16, 2021 14:20 PDT)

****

APPEAL OF THIS DETERMINATION, after it has become final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane WA 99201. The appeal deadline is Noon on October 19, 2021 (21 days from the date of the signing of this DNS). This appeal must be on forms provided by the Responsible Official, make specific factual objections, and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

****

2020/2021 Comprehensive Plan Amendments

PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON COMPREHENSIVE PLAN AMENDMENT

FILE Z20-194COMP

A Recommendation of the Spokane Plan Commission to the City Council to APPROVE the Comprehensive Plan Amendment application seeking to amend the land use plan map designation from "Light Industrial" to "CC-Core" for a 2.5-acre area located at 120 N. Magnolia Street. The zoning designation requested is "Centers and Corridors Type 1, Employment Center (CC1-EC)".

FINDINGS OF FACT:

A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA).

B. Under GMA, comprehensive plans generally may be amended no more frequently than once a year, and all amendment proposals must be considered concurrently in order to evaluate for their cumulative effect.

C. Amendment application Z20-194COMP (the "Application") was submitted in a timely manner for review during the City's 2020/2021 amendment cycle.

D. The Application seeks to amend the land use plan map designation for a 2.5-acre area located at 120 N. Magnolia St. (the "Property") from "Light Industrial" to "Centers and Corridors Core" with a corresponding change in zoning from "Light Industrial" to "Centers and Corridors Type 1, Employment Center (CC1-EC)".

E. The subject property comprises an entire block and contains a historic school building as well as outbuildings.

F. Annual amendment applications were subject to a threshold review process to determine whether the applications will be included in the City's Annual Comprehensive Plan Amendment Work Program.

G. On February 17, 2021, an Ad Hoc City Council Committee reviewed the applications that had been timely submitted and forwarded its recommendation to City Council regarding the applications.

H. On April 26, 2021, the City Council adopted Resolution RES 2021-0023 establishing the 2021 Comprehensive Plan Amendment Work Program and included the Application in the Work Program.

I. Thereafter, on May 19, 2021, staff requested comments from agencies, departments, and neighborhood councils. Two comments were received, from the City Engineering Department and Chief Garry Park Neighborhood Council.

J. On May 20, 2021, the Land Use Subcommittee of the Community Assembly received a presentation regarding the 2021 Comprehensive Plan Amendment Work Program, including the Application.

K. A Notice of Application was published on June 21, 2021 in the Spokesman Review and was mailed to all properties and owners within a 400-foot radius of the subject Properties and any adjacent properties with the same ownership. Signs were also placed on the subject Properties in plain view of the public. The Notice of Application initiated a 60-day public comment period from June 21 to August 20, 2021, during which no comments were received.

L. On June 23, 2021, the Spokane City Plan Commission held a workshop to study the Application.

M. On August 5, 2021, the Community Assembly received a presentation regarding the 2021 Comprehensive Plan Amendment Work Program and the Application and was provided with information regarding the dates of Plan Commission workshops and hearings.

N. On September 20, 2021, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to the Comprehensive Plan.

O. On September 28, 2021, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were issued for the Application. The deadline to appeal the SEPA determination was October 12, 2021. No comments on the SEPA determination were received.

    1. Notice of the SEPA Determination for the Application was published in the Official Gazette on September 29 and October 6, 2021.

P. On September 28, 2021, staff published a report addressing SEPA and providing staff's analysis of the merits of the Application, copies of which were circulated as prescribed by SMC 17G.020.060B.8. Staff's analysis of the Application recommended approval of the Application.

Q. On September 29 and October 6, 2021, notice was published in the Spokesman Review providing notice of a SEPA Determination of Non-Significance and notice of the Plan Commission Public Hearing.

R. On September 29, 2021, Notice of Public Hearing and SEPA Determination was posted on the Properties and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four-hundred-foot radius of any portion of the boundary of the subject Properties.

S. On October 13, 2021, the Plan Commission held a public hearing on the Application, including the taking of verbal testimony, closed the verbal record, closed the written record as of Monday, October 25, and postponing deliberations until the following hearing date.

    1. A single written public comment was received the day prior, on October 12, 2021.

T. On October 27, 2021, the Plan Commission conducted its deliberations on this application and voted to recommend the City Council approve this application.

U. As a result of the City's efforts, pursuant to the requirements of SMC 17G.020.070, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to do so.

V. Except as otherwise indicated herein, the Plan Commission adopts the findings and analysis set forth in the Staff Report prepared for the Application (the "Staff Report").

W. The Plan Commission finds that the proposal meets the intent and requirements of the Comprehensive Plan, most specifically the policies under Goal LU 3, Centers and Corridors, concerning the establishment of Center-Type land uses in the City.

X. The Plan Commission finds that the proposal meets the decision criteria established by SMC 17G.020.030, as described in the Staff Report.

CONCLUSIONS:

Based upon the application materials, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), SEPA review, agency and public comments received, and public testimony presented regarding application File No. Z20-194COMP, the Plan Commission makes the following conclusions with respect to the review criteria outlined in SMC 17G.020.030:

1. The Application was submitted in a timely manner and added to the 2021 Annual Comprehensive Plan Amendment Work Program, and the final review application was submitted as provided in SMC 17G.020.050(D).

2. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.

3. The Application is consistent with the goals and purposes of GMA.

4. Any potential infrastructure implications associated with the Application will either be mitigated through projects reflected in the City's relevant six-year capital improvement plans or through enforcement of the City's development regulations at time of development.

5. As outlined in above in the Findings of Fact, the Application is internally consistent as it pertains to the Comprehensive Plan, as described in SMC 17G.020.030.E.

6. The Application is consistent with the Countywide Planning Policies for Spokane County, the comprehensive plans of neighboring jurisdictions, applicable capital facilities plans, the regional transportation plan, and official population growth forecasts.

7. The Application has been considered simultaneously with the other proposals included in the 2021 Annual Comprehensive Plan Amendment Work Program in order to evaluate the cumulative effect of all the proposals.

8. SEPA review was completed for the Application.

9. The Application will not adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

10. The Application proposes a land use designation that is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.).

11. The proposed map amendment and site is suitable for the proposed designation.

12. The map amendment would implement applicable comprehensive plan policies better than the current map designation.

RECOMMENDATIONS:

In the matter of Z20-194COMP, a request by Dwight Hume of Land Use Solutions and Entitlement on behalf of McKinley School LLC to change the land use plan designation on 2.5 acres of land from "Light Industrial" to "CC Core" with a corresponding change of the implementing zoning to "Centers and Corridors Type 1, Employment Center (CC1-EC), based upon the above listed findings and conclusions, by a vote of **8 to 0**, the Spokane Plan Commission recommends City Council **APPROVE** the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan with corresponding amendment to the City's Zoning Map, and authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Commission's findings, conclusions, and recommendation on the application.

Todd Beyreuther, President
Spokane Plan Commission
November 08, 2021

Findings and Conclusions - Z20-194COMP

Final Audit Report 2021-11-08

Created:	2021-11-05
By:	Jackie Churchill (jchurchill@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAANar7yFosXmTcscZb2FxJkmKMsA1qPW_G

"Findings and Conclusions - Z20-194COMP" History

Document created by Jackie Churchill (jchurchill@spokanecity.org)
2021-11-05 - 2:05:45 AM GMT- IP address: 73.83.158.109

Document emailed to Todd Beyreuther (tbeyreuther@spokanecity.org) for signature
2021-11-05 - 2:06:58 AM GMT

Email viewed by Todd Beyreuther (tbeyreuther@spokanecity.org)
2021-11-05 - 2:34:14 AM GMT- IP address: 73.140.12.157

Document e-signed by Todd Beyreuther (tbeyreuther@spokanecity.org)
Signature Date: 2021-11-08 - 8:17:25 PM GMT - Time Source: server- IP address: 73.11.187.178

Agreement completed.
2021-11-08 - 8:17:25 PM GMT

From: Colleen Gardner
To: Freibott, Kevin
Subject: Re: Docketing Committee Meeting - 2021 Comprehensive Plan Amendments
Date: Thursday, February 11, 2021 2:49:28 PM
Attachments: image002.png
image003.png
image004.png

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Regarding the change requested at 120 N Magnolia, The developer needs to be able to make the best use of the site that enhances and adds to quality of life for current residents in that area.

A mixed use building will be a great assent to that area and surrounding community as well as Spokane as a whole.

As chair of the neighborhood that is directly adjacent, I feel this will help not only the surrounding area but also lend itself to potential development in the adjacent Neighborhoods.

There is nothing to be gained by leaving it as is ,leaving current zoning in place is more of a deterrent to future development and investments for the community. Given the time and expense the CIty and businesses have invested in the Sprague corridor this change only makes sense in the continued effort to improve this area.

These comments are being given as an individual not as an endorsement on behalf of the adjacent Neighborhood.

Colleen Gardner
Co-chair Chief Garry Park

Freibott, Kevin

From: Johnson, Erik D.
Sent: Wednesday, June 2, 2021 9:44 AM
To: Freibott, Kevin
Subject: FW: RFC for Comp Plan Map Amendment Proposal - 1015 W Montgomery Ave
Attachments: RFC - 1015 W Montgomery - Z20-207COMP.pdf; RFC - 155 E Cleveland - Z20-206COMP.pdf; RFC - 120 N Magnolia - Z20-194COMP.pdf

Kevin,

I took a look at these Comp Plan Land Use Map Amendments and have no Engineering concerns. Comments relating to access, the design of water, sewer, street improvements, and stormwater will be addressed as part of building permit review.

Thanks,

Erik Johnson | City of Spokane | Engineering Technician IV
☎ *Office* 509.625.6445 | *Cell* 509.995.0870 | edjohnson@spokanecity.org

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From: Bishop, Stephanie <sbishop@spokanecity.org>
Sent: Wednesday, May 19, 2021 5:13 PM
To: Churchill, Jackie <jchurchill@spokanecity.org>
Cc: Freibott, Kevin <kfreibott@spokanecity.org>; Black, Tirrell <tblack@spokanecity.org>
Subject: RFC for Comp Plan Map Amendment Proposal - 1015 W Montgomery Ave

Good Evening,

Please find attached a packet including the Request for Comments, Environmental Checklist, and Map for the following proposal:

Proposal Name: Comprehensive Plan Land Use Map Amendment Proposal
Permit #: Z20-207COMP
Site Address: 1015 W Montgomery Ave

Proposal Name: Comprehensive Plan Land Use Map Amendment Proposal
Permit #: Z20-206COMP
Site Address: 155 E Cleveland Ave

Proposal Name: Comprehensive Plan Land Use Map Amendment Proposal
Permit #: Z20-194COMP
Site Address: 120 N Magnolia St

Please direct any questions or comments to Assistant Planner II, Kevin Freibott, at kfreibott@spokanecity.org.

Thank you,

Stephanie N Bishop | Planning Services | Clerk III
509.625.6244 | *fax* 509.625.6013 | sbishop@spokanecity.org

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Memo

Additional Comments Received: Comp Plan Amendments

Department of Planning Services

Date: November 8, 2021

From: Kevin Freibott, Assistant Planner II

To: Spokane City Council

Since the publication of the Staff Reports for the various proposed Comprehensive Plan Amendments, the City has received numerous additional written comments. These are not included in the Staff Reports and, thus, I have included them here for your review and consideration. The attached comments concern application **File Z20-194COMP**, Magnolia Street.

Freibott, Kevin

From: Rebecca Thompson <rebecca@cravenscoffee.com>
Sent: Tuesday, October 12, 2021 10:14 AM
To: Freibott, Kevin
Cc: Simon Thompson
Subject: Zoning | McKinnley School parcel 35163.3001

Follow Up Flag: Follow up
Flag Status: Flagged

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Mr. Freibott,

Thank you for your time today to educate me on zoning and the opportunity to bring understanding to the pending zoning changes to our neighborhood.

As we discussed, my husband and I are founders/owners of Cravens Coffee Co, a Spokane business for nearly 30 years. We have been roasting coffee beans in our current facility at 115 N Magnolia St since 2006.

We are pleased to hear of the improvements proposed for the neighboring McKinnley School parcel suggested by Dwight Hume and his team. We understand there is consideration for rezoning the McKinnley School parcel from LI (light industrial) to CC Core (centers and corridors). We respectfully ask to be on record to confirm that any neighborhood zoning changes do not change our LI zoning such that we can continue to operate as a coffee roasting business.

We thank you for this opportunity to be on record.

Kind Regards,
Rebecca Thompson
Simon Thompson

Rebecca Templin Thompson
Cravens Coffee Co
cravenscoffee com

Staff Note: Application Z20-194COMP, as proposed and recommended by the Plan Commission, would not amend the land use plan map designation or zoning of Ms. Thompson's property.

Agenda Sheet for City Council Meeting of: 11/22/2021		**Date Rec'd**	11/8/2021
		Clerk's File #	ORD C36140
		Renews #	
Submitting Dept	PLANNING & ECONOMIC DEVELOPMENT	**Cross Ref #**	
Contact Name/Phone	KEVIN FREIBOTT 6184	**Project #**	Z20-206COMP
Contact E-Mail	KFREIBOTT@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	First Reading Ordinance	**Requisition #**	
Agenda Item Name	0650-COMPREHENSIVE PLAN AMENDMENT - CLEVELAND AVE		

Agenda Wording

Ordinance relating to application Z20-206COMP, by 155 E Cleveland Avenue Investments LLC, amending the Comprehensive Plan Land Use Plan Map from Residential 4-10 to Residential 15-30 for 3.9 acres and change the Zoning Map to Residential Multifamily.

Summary (Background)

The proposal concerns 155, 173, 177, 203, 203 ½, 209, 215, 221, 227, 301, 305, 317, 327, & 403 E Cleveland Ave, parcels 35082.0919 thru 0933. This Application is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on October 27 to consider this amendment and has recommended approval of the amendment.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		**Budget Account**
Neutral	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	BLACK, TIRRELL	**Study Session\Other**	Study Session - 10/28
Division Director	MACDONALD, STEVEN	**Council Sponsor**	Lori Kinnear
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	RICHMAN, JAMES	tblack@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	kmoweryfrashefski@spokanecity.org	
Additional Approvals		jrichman@spokanecity.org	
Purchasing		lmk@witherspoonkelley.org	
		lmeuler@spokanecity.org	
		jchurchill@spokanecity.org	
		kfreibott@spokanecity.org	

Ordinance No. C36140

AN ORDINANCE RELATING TO APPLICATION FILE Z20-206COMP AMENDING MAP LU 1, LAND USE PLAN MAP, OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 4-10" TO "RESIDENTIAL 15-30" FOR APPROXIMATELY 3.9 ACRES LOCATED AT 155, 173, 177, 203, 203 ½, 209, 215, 221, 227, 301, 305, 317, 327, & 403 E CLEVELAND AVENUE (PARCELS 35082.0919 THRU 0933) AND AMENDING THE ZONING MAP FROM "RESIDENTIAL SINGLE FAMILY (RSF)" TO "RESIDENTIAL MULTIFAMILY (RMF)".

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z20-206COMP was submitted in a timely manner for review during the City's 2020/2021 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z20-206COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for 3.9 acres from "Residential 4-10" to "Residential 15-30"; if approved, the implementing zoning destination requested is "Residential Multifamily (RMF)"; and

WHEREAS, staff requested comments from agencies and departments on May 19, 2021, and a public comment period ran from June 21, 2021 to August 20, 2021; and

WHEREAS, the Spokane Plan Commission held a workshop to study the application on July 14, 2021; and a second workshop on August 11, 2021, during which the Spokane Plan Commission voted to recommend expansion of the Application area by 32 properties and approximately 6 acres, to consider increasing the proposed Land Use Plan Map designation to "Residential 15+", and to consider increasing the proposed zoning to "Residential High-Density (RHD)"; and

WHEREAS, a revised request for comments from agencies and departments was issued on August 24, 2021, and an additional public comment period ran from August 24 to September 7, 2021 to ask for input on a possible expanded project area and increase in intensity and zoning; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on September 20, 2021; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on September 28, 2021 for the amendment to the Comprehensive Plan, the comment period for which ended on October 12, 2021; and

WHEREAS, a staff report for Application Z20-206COMP reviewed all the criteria relevant to consideration of the application was published on September 28, 2021 and sent to all applicants and the Plan Commission; and

WHEREAS, notice of the SEPA Checklist and Determination and announcement of the Plan Commission Hearing for the application was published on September 29, 2021 and October 6, 2021; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners, occupants, and taxpayers of record, as shown in the most recent Spokane County Assessor's record for all properties within 400 linear feet of any portion of the boundary of the subject properties, pursuant to Spokane Municipal Code 17G.020.070, on September 29, 2021; and

WHEREAS, the Spokane Plan Commission held a public hearing, including the taking of public testimony, on October 13, 2021, during which the verbal public record was closed; and

WHEREAS, the Spokane Plan Commission closed the public written record on October 25, 2021; and

WHEREAS, the Spokane Plan Commission continued the public hearing on October 27, 2021, during which they deliberated this and all other Comprehensive Plan Amendment applications; and

WHEREAS, the Spokane Plan Commission found that Application Z20-206COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Spokane Plan Commission found that Application Z20-206COMP meets the final review criteria for Comprehensive Plan Amendments delineated in Spokane Municipal Code 17G.020.030; and

WHEREAS, the Spokane Plan Commission voted 6 to 2 to recommend approval of Application Z20-206COMP to include the original applicant's parcel and those 14 additional parcels to the east of the original applicant parcel, with a Land Use Plan Map designation to "Residential 15-30" and zoning of "Residential Multifamily (RMF)"; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Application. Application Z20-206COMP is approved.

2. Amendment of the Land Use Map. The Spokane Comprehensive Plan Map LU 1, Land Use Plan Map, is amended from "Residential 4-10" to "Residential 15-30" for 3.9 acres, as shown in Exhibits A and B.

3. Amendment of the Zoning Map. The City of Spokane Zoning Map is amended from "Residential Single Family" to "Residential Multifamily (RMF)," as shown in Exhibits C and D.

PASSED BY THE CITY COUNCIL ON _____, 2021.

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Z20-206COMP (155 E Cleveland)

Concerning parcel(s) in the Logan Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 10/28/2021

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.

EXHIBIT A: Existing Land Use Plan Map

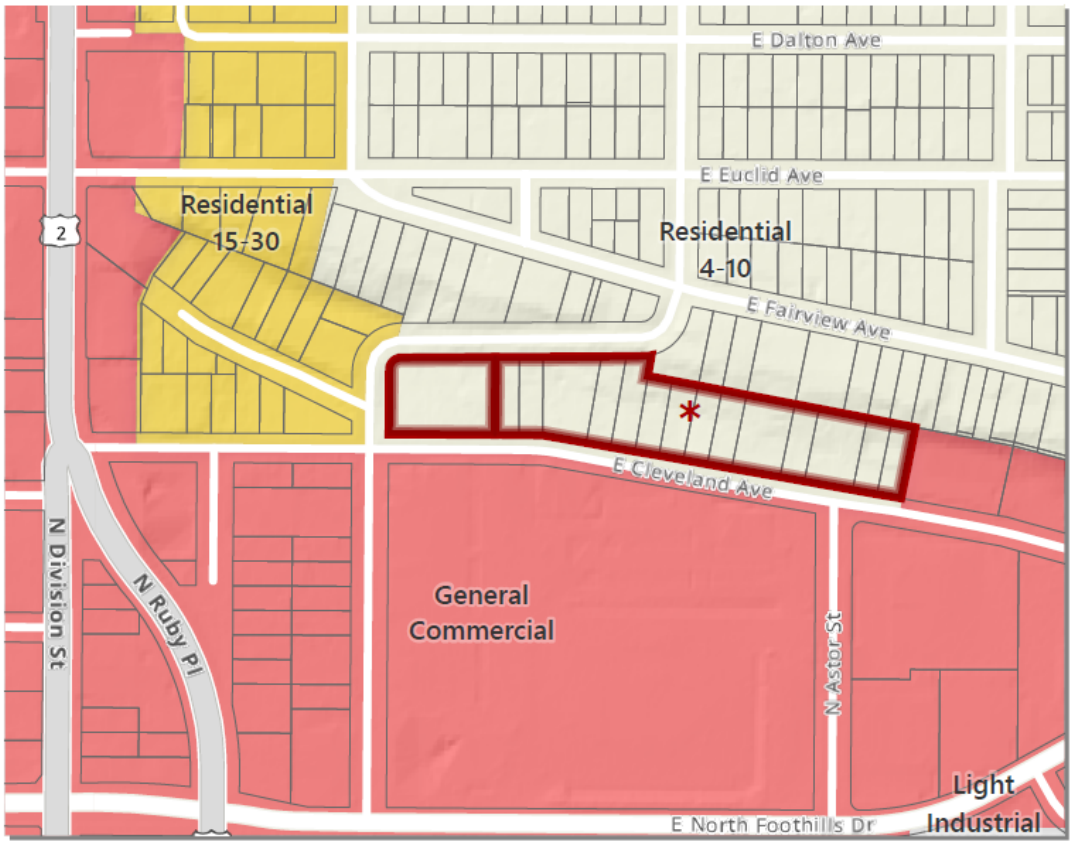
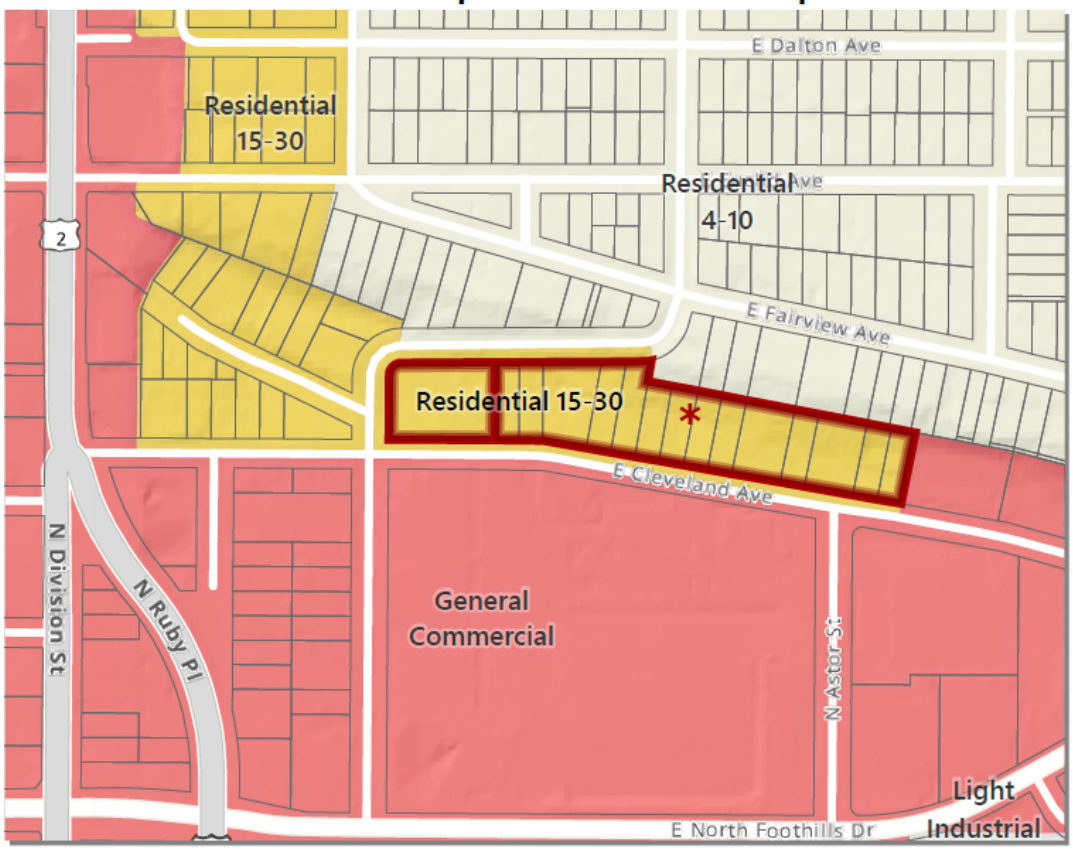


EXHIBIT B: Proposed Land Use Plan Map



Parcels

City Boundary

Land Use Designation

- General Commercial
- Light Industrial
- Res 15-30
- Res 10-20
- Res 4-10

Areas marked with an asterisk * were added to the proposal by the Plan Commission.

Parcel(s):
Original Proposal: 1 Parcel
35082.0919

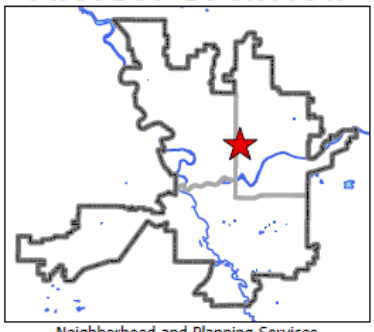
Expanded Proposal = 14 Parcels
35082.0920 thru 0933

Approximate Area:
Original Proposal: 0.8 Acres
Expanded Proposal: 3.1 Acres

N
W E
S

0 125 250 500 Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

Z20-206COMP (155 E Cleveland)

Concerning parcel(s) in the Logan Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 10/28/2021

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.

Parcels

City Boundary

Proposed Zoning

- General Commercial
- Light Industrial
- Residential Multifamily
- Residential Two-Family
- Residential Single-Family

Areas marked with an asterisk * were added to the proposal by the Plan Commission.

Parcel(s):
Original Proposal: 1 Parcel
35082.0919

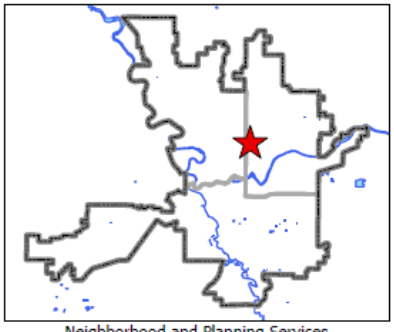
Expanded Proposal = 14 Parcels
35082.0920 thru 0933

Approximate Area:
Original Proposal: 0.8 Acres
Expanded Proposal: 3.1 Acres

N W E S

0 125 250 500 Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

EXHIBIT C: Existing Zoning

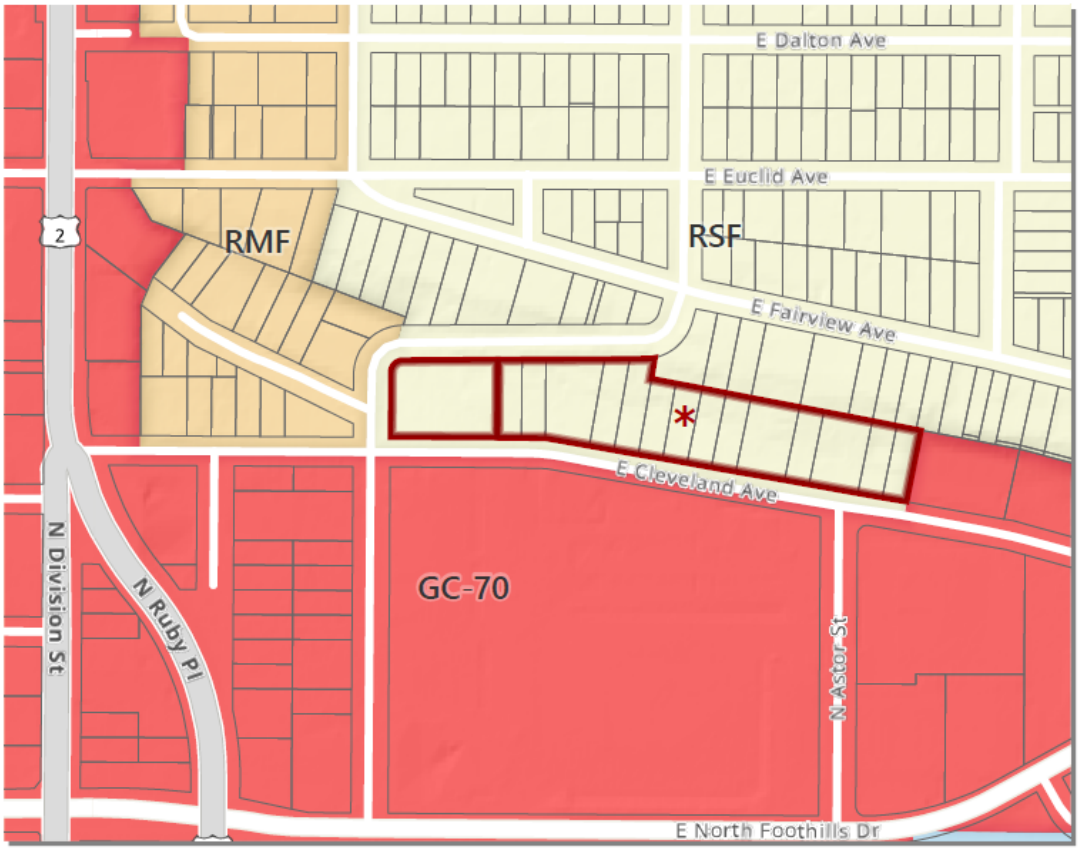
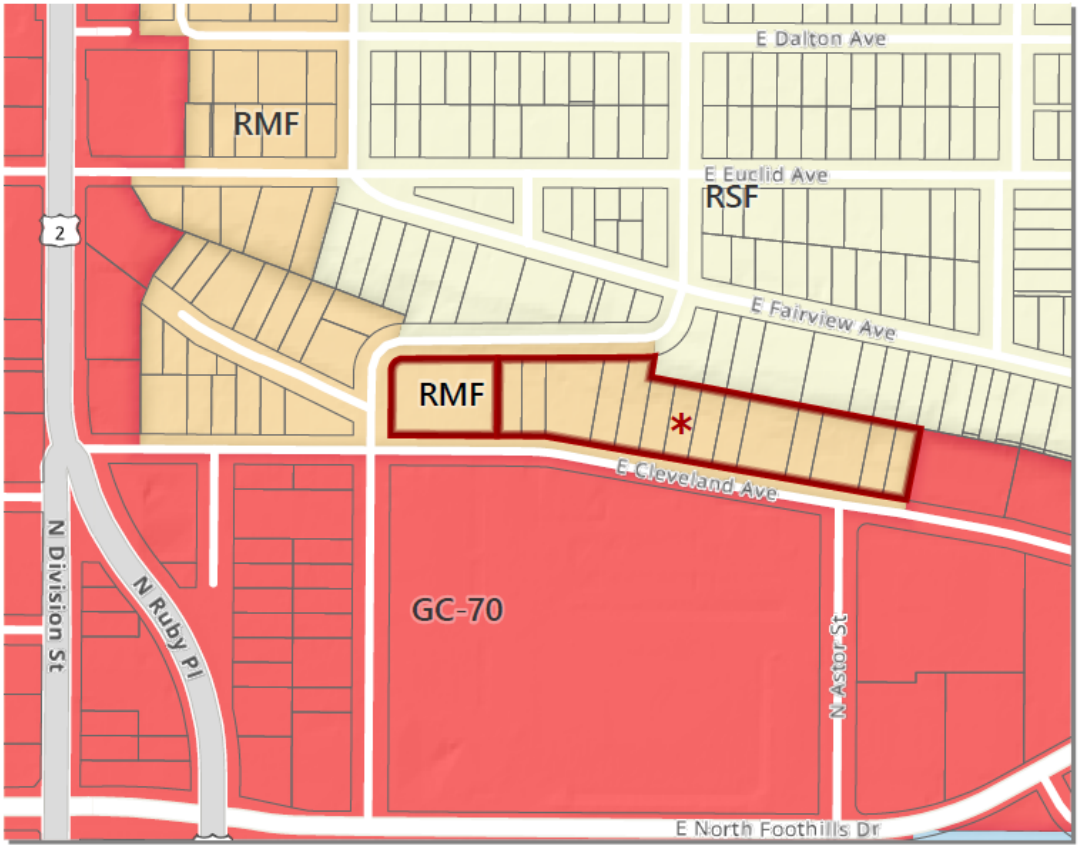


EXHIBIT D: Proposed Zoning



Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

Exhibit E: Legal Description

Lots 19-39, Block 6, J.M. Morgan’s Addition, 08-25-43 NW in the City of Spokane, Spokane County, Washington State.

2020/2021 Comprehensive Plan Amendments

STAFF REPORT Z20-206COMP (155 E CLEVELAND AVE)

Department of Neighborhood and Planning Services

The following staff report concerns a proposed amendment to the City's current Comprehensive Plan. The proposal is to amend the land use plan map designation and zoning of one or more parcels in the City of Spokane. Amendments to the Comprehensive Plan are enabled by Spokane Municipal Code (SMC) 17G.020 and Revised Code of Washington (RCW) 36.70A.130.

I. PROPERTY SUMMARY

Parcel(s):	35082.0719 thru .0722; 35082.0801 thru .0804; 35082.0807 thru .0812; 35082.0723 thru .0726 and 35082.0919 thru .0933
Address(es):	2915, 2917, & 2919 N Mayfair Street and 19, 107, 113, 155, 173, 177, 203, 203 ½, 209, 215, 221, 227, 301, 305, 317, 327, & 403 E Cleveland Ave
Property Size:	6.8 Acres
Legal Description:	Multiple—See **Exhibit N**.
General Location:	Multiple properties north of E Cleveland Ave, east of N Division Street, extending approximately 140 feet east of N Astor Street.
Current Use:	One multi-family development and several single-family homes, some with outbuildings, with some undeveloped parcels.

II. APPLICANT SUMMARY

This application has two applicants—a private applicant and the City of Spokane itself. The following information regards the original private applicant:

Agent:	Lindsay Kornegay, Witherspoon Kelley
Applicant:	155 E Cleveland Avenue Investments LLC
Property Owner:	*same as applicant*

The following information regards the 32 properties added to the proposal by the Spokane Plan Commission:

Representative:	Kevin Freibott, Planning Services
Applicant:	City of Spokane
Property Owners:	Multiple—See **Exhibit N**.

III. PROPOSAL SUMMARY

Current Land Use Designation:	Residential 4-10 (R 4-10)
Proposed Land Use Designation:	Residential 15+ (R 15+)

Current Zoning:	Residential Single-Family (RSF)
Proposed Zoning:	Residential High-Density (RHD)
SEPA Status:	A SEPA threshold Determination of Non-Significance (DNS) was made on September 28 2021. The appeal deadline is 5:00 PM on October 12, 2021.
Plan Commission Hearing Date:	October 13, 2021
Staff Contact:	Kevin Freibott, Assistant Planner II, kfreibott@spokanecity.org
Staff Recommendation:	**Approve Original Proposal** No Recommendation for Expanded Proposal

IV. BACKGROUND INFORMATION

1. **General Proposal Description**: Pursuant to the procedures established by SMC 17G.060, enabled by RCW 36.70A.130, the applicant asks the City of Spokane to amend the land use designation (Map LU-1 of the Comprehensive Plan) and zoning designation (Official Zoning Map of the City of Spokane) for one property located in the Logan Neighborhood. The intent stated by the applicant is to potentially develop multi-family residential uses on the parcel at some time in the future.

   In October 2020, a private application was made requesting the Land Use Plan Map change for 155 E. Cleveland Avenue only. During a workshop discussion by Plan Commission on August 11, 2021, the Spokane Plan Commission voted to recommend expansion of this application to include an additional 32 properties, expanding the area by approximately 6 acres, increase the proposed land use plan map designation to Residential 15+, and increase the proposed zoning to Residential High-Density. This expansion is shown in Exhibits A through D, signified by the areas marked with asterisks (*). The Plan Commission may choose to include a modification of the proposal in their recommendation to the City Council per SMC 17G.020.060(B)(10).

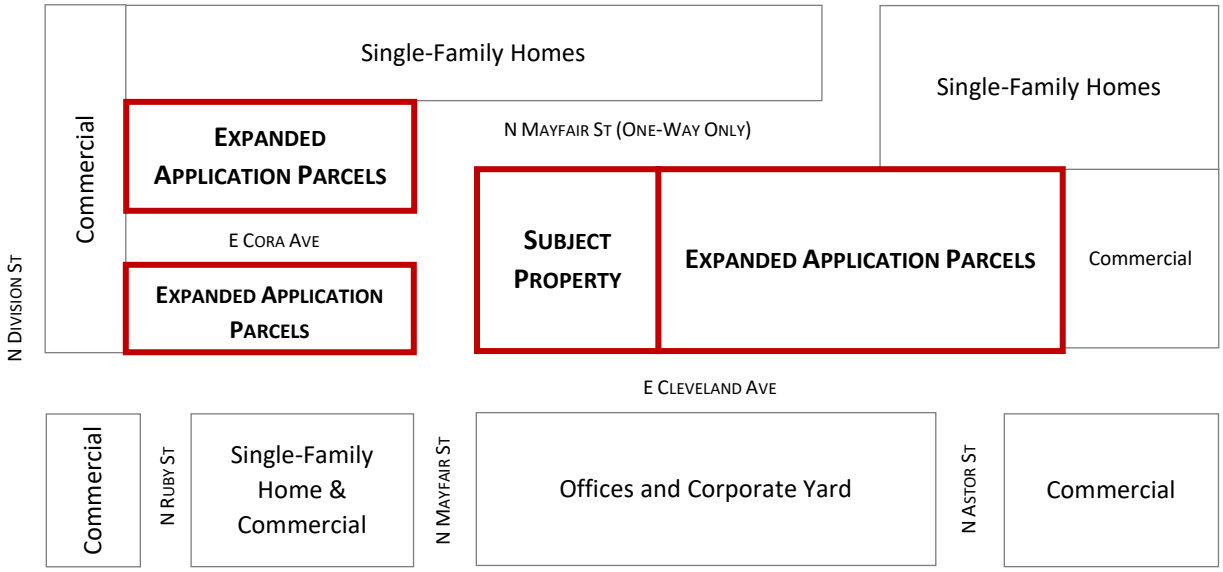
   Following the Plan Commission's vote to consider an expanded proposal, , staff notified each of the additional property owners of the possible amendment and mailed notices to every property within the 400-foot boundary of the expanded area, asking for comment. Additionally, the agency comment period was repeated for an additional 14 days in other to notify local agencies and City departments of the possible change and to seek any comments on the greater area/higher intensity of use and zoning.

   This staff report considered the entire expanded area proposed by the Spokane Plan Commission.

2. **Site Description and Physical Conditions**: The proposal concerns a single property bordered on the south by E Cleveland Ave and on the west and north by N Mayfair Street. Single-family residential properties continue to the east owned by others (not a part of this proposal). The site previously contained a single home and multiple garage/outbuildings. The home was demolished previous to this proposal, leaving only a slight depression where the basement was located. The southern 2/3 of the site is generally flat. The northern 1/3 contains the beginning of the northward upslope that rises off the property into a significant bluff to the north.

3. **Property Ownership**: The original proposer's parcel (35082.0919) is entirely owned by an LLC registered in WA state. As for the 32 parcels added to the proposal by the Spokane Plan Commission, see **Exhibit N** for a list of all registered owners.

4. **Adjacent Property Improvements and Uses**: The proposal is surrounded by existing development of the following nature:



5. **Street Class Designations**: All surrounding streets are classified as "Local Streets." Note that the east/west alignment of N Mayfair St north of the subject parcel is one-way only, leading westbound. When Mayfair turns south it becomes two-way again, providing access to the apartment building northwest of the subject parcel.

6. **Current Land Use Designation and History**: As shown in **Exhibit A**, properties west of N Mayfair St are designated "Residential 15-30" while properties east of that street are designated "Residential 4-10." The subject property has been designated as such since the original adoption of the Growth Management Act (GMA) compliant Comprehensive Plan in 2001.

7. **Proposed Land Use Designation**: As shown in **Exhibit B**, the proposal is to amend the land use plan map designation to "Residential 15+ Dwellings per Acre (R 15+)." This new land use plan map designation would represent an increased residential zoning for all properties between the General Commercial uses on N Division St and those that begin just east of N Astor Street.

8. **Current Zoning and History**: As shown in **Exhibit C**, properties west of N Mayfair St are zoned "Residential Multi-Family" while properties east of that street are designated "Residential Single-Family." This zoning has not changed since the current zoning map was adopted in 2006. The historical zoning of all subject parcels is shown in the following table:

Year	Zone	Description
1958	Class II Residential	*A medium density residential zone.*
1975	R3 Multi-Family Residence	*A medium density residential zone.*
After 1975, Prior to 2006	R3 D Multi-Family Residence	*A medium density residential zone with additional design requirements.*

Aside from zoning, please note that the original subject parcel (35082.0919) was originally platted as four lots when the Morgans Addition was approved. Since then, that property was consolidated into a single tax parcel and the small portion of N Cora Ave's Right-of-Way on the property was vacated by the City. Note that under SMC 17G.080 it is possible for the applicant to seek a boundary line adjustment to split the property back into its four original lots.

9. **Proposed Zoning**: As shown in **Exhibit D**, the proposal seeks to amend the zoning to "Residential High-Density" to match the properties to the west and northwest.

V. APPLICATION PROCESS AND PUBLIC COMMENT

1. **Key Steps**: The application is being processed according to SMC 17G.060, including the following steps:

Application Submitted ..... October 26, 2020
Threshold Application Certified Complete ..... January 12, 2021
Council Threshold Subcommittee Established[1] ..... January 11, 2021
Council Threshold Subcommittee Met ..... February 17, 2021
Annual Work Program Set[2] ..... April 26, 2021
Agency/Department Comment Period Ended ..... June 2, 2021
Notice of Application Posted ..... June 21, 2021
Plan Commission Workshop ..... July 14, 2021
Additional Plan Commission Discussion ..... August 11, 2021
60-Day Public Comment Period Ended ..... August 20, 2021
SEPA Determination Issued ..... September 28, 2021
Notice of Public Hearing Posted ..... September 29, 2021
Plan Commission Hearing Date (Scheduled) ..... October 13, 2021

2. **Comments Received**: A request for comments was issued to City departments, local agencies, and departments, along with pertinent application details on May 19, 2021. By the close of agency comment on June 2, 2021, no comments were received. When Plan Commission voted to recommend

[1] Spokane City Council Resolution 2021-0003
[2] Spokane City Council Resolution 2021-0023

expansion of the application area a second request for comments was issued, asking for comments no later than September 7, 2021. During that period Ms. Inga Note communicated to Planning Staff that the expansion would not be expected to require any additional traffic impact analysis. Mr. McIlraith of the Spokane Development Services Center pointed out a possible error in the addressing of three of the additional properties. A correction to the notice was made and issued. Ms. Beryl Fredrickson of the Spokane Utilities Department commented that some improvements to the water main serving the expanded properties would be required at time of development. Lastly, Mr. Erik Johnson, City of Spokane Development Services, commented that there are no local improvement districts (LIDs) recorded on the subject parcels and that site-specific comments would be issued regarding the properties at the building permit review stage. These comment letters are attached as **Exhibit L**.

Following the agency/department comment period, a Notice of Application was issued on June 21, 2021 by mail to all properties and owners within a 400-foot radius of the subject property, including within 400-feet of any adjacent properties with the same ownership. Notice was also posted on the subject property, in the closest library branch, and in the Spokesman Review. City staff emailed notice to the neighborhood council as well and to any nearby neighborhood councils. After the Plan Commission voted to recommend expansion of the proposal City Staff issued a request for any additional comments from all properties within 400 feet of the expanded area and from Neighborhood Council contacts. During the two comment periods seventeen (16) comments were received from the following individuals:

- Chery Louie
- Andy Louie
- Alvin Louie
- Albert Louie
- Kaella Saunders
- Lynn Shirrill
- *Illegible Name at 173 E Cleveland*
- Brandon Brown
- Luana Louie
- Bill Russey
- Joycelynn Straight
- "Dumb Founded" (no name given)
- Mistie Livingston
- Alex Dressel
- Chris Hardin
- Scott Sciuchetti

Of these comment letters, 10 were in opposition to the proposal, 4 were in support or had no issues, and two more represented questions rather than statements. Of those opposed to the projects, concerns were mostly centered on traffic and safety issues, one was worried about fire danger, and one was concerned about the height of structures affecting their views from the bluff. See **Exhibit M** for copies of all received comments.

3. **Public Workshop**: A public workshop with the Spokane Plan Commission was held on July 14, 2021, during which the particulars of the proposal were presented to the Plan Commission for their consideration and discussion. The applicant was provided an opportunity to speak during the workshop but no public comment was taken. A second general discussion during a workshop was undertaken by Plan Commission on August 11, 2021, during which the Plan Commission voted to recommend expansion of the application by 32 properties and approximately 6.0 acres.

VI. APPLICATION REVIEW AND ANALYSIS

1. **Guiding Principles**: SMC 17G.020.010 provides the following guiding principles for the annual comprehensive plan amendment process:

   A. Keep the comprehensive plan alive and responsive to the community.

   B. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.

   C. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.

   D. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.

   E. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.

   F. Amendments to the comprehensive plan must result in a net benefit to the general public.

2. **Review Criteria**: SMC 17G.020.030 provides a list of considerations that are to be used, as appropriate, by the applicant in developing an amendment proposal, by planning staff in analyzing a proposal, by the plan commission making a recommendation on a proposal, and by the city council in making a decision on the proposal. Following each of the considerations is staff's analysis relative to the proposed amendment.

   A. Regulatory Changes: *Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations*.

   Staff Analysis: Staff reviewed and processed the proposed amendment under the most current regulations contained in the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent federal, state, or legislative actions with which the proposal would be in conflict, and no comments were received to this effect from any applicable agencies receiving notice of the proposal.

   The proposal satisfies this criterion.

   B. GMA: *The change must be consistent with the goals and purposes of the State Growth Management Act.*

   Staff Analysis: The Growth Management Act (GMA) details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, "Planning Goals"), and these goals guided the City's development of its comprehensive plan and development regulations. No comments received or other evidence in the record indicates inconsistency between the proposed plan map amendment and the goals and purposes of the GMA.

The proposal satisfies this criterion.

C. Financing: *In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.*

Staff Analysis: The City did not require, nor did any Agency or City Department comment request or require a traffic impact analysis for the proposal. Similarly, no such request was made upon the recommended expansion of the proposal. The subject properties are already served by water, sewer, nearby transit service, and adjacent existing City streets. Furthermore, under State and local laws, any subsequent development of the site will be subject to a concurrency determination pursuant to SMC 17D.010.020. While Ms. Fredrickson of the City of Spokane has identified possible needs to be addressed at time of development for future water main improvements to serve uses that may develop on these sites, any such improvements will be identified at the time of building permit consideration and future projects would be required to pay for any such infrastructure improvements. Because any improvements would occur at time of development and would be the financial responsibility of the developer, these improvements would not need to be included in the 6-year CIP at this time.

The proposal satisfies this criterion.

D. Funding Shortfall: *If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.*

Staff Analysis: No evidence of a potential funding shortfall as a result of this proposal exists.

The proposal satisfies this criterion.

E. Internal Consistency:

1. *The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.*

Staff Analysis: The proposal is internally consistent with applicable supporting documents of the Comprehensive Plan as follows:

Development Regulations. As a non-project proposal, there are no specific plans for development of these sites. Additionally, any future development on these sites will be required to be consistent with the current development regulations at the time an application is submitted. The proposal does not result in any non-conforming uses or development, and staff finds no reason to indicate that the proposed Comprehensive Plan

Land Use Plan Map and zone change would result in a property that cannot be reasonably developed in compliance with applicable regulations.

Capital Facilities Program. As described in the staff analysis of Criterion C above, no additional infrastructure or capital expenditures by the City are anticipated for this non-project action, and it is not anticipated that the City's integrated Capital Facilities Program would be affected by the proposal.

Neighborhood Planning Documents Adopted after 2001. The Logan Neighborhood applied their Neighborhood Planning funds to the "Model Form-Based Code: Hamilton Corridor" document, adopted in 2014[3]. This neighborhood planning project concerned only the area around the Hamilton Corridor, geographically distant from the subject properties. As such there is no impact between the proposal and this neighborhood planning effort.

Miscellaneous Comprehensive Plan Goals and Policies. Staff have compiled a list of Comprehensive Plan Goals and Policies which bear on the proposal in Exhibit H of this report. Further discussion of these policies is provided under section K.2 below.

The proposal satisfies this criterion.

2. *If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.*

Staff Analysis: The proposal is generally consistent with current Comprehensive Plan policies, as described in further detail in the staff analysis of Criterion K.2 below and other criteria in this report. Therefore, no amendment to policy wording is necessary and this criterion does not apply to the subject proposal.

The proposal satisfies this criterion.

F. Regional Consistency: *All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.*

Staff Analysis: The proposed change in land use designations affects a relatively small area within an existing urbanized area, with no foreseeable implications to regional or inter-jurisdictional policy issues. No comments have been received from any agency, City department, or neighboring jurisdiction which would indicate that this proposal is not regionally consistent.

The proposal satisfies this criterion.

G. Cumulative Effect: *All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital*

[3] Spokane City Council Resolution RES 2014-0053.

facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

1. **Land Use Impacts:** *In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.*

2. **Grouping:** *Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.*

   Staff Analysis: The City is concurrently reviewing this application and five other applications for Comprehensive Plan amendments as part of an annual plan amendment cycle. All six applications are for map amendments, five for changes to the land use plan map (LU-1) and one for changes to the Bicycle Facilities Map (TR-5). When considered together, these various applications do not interact, nor do they augment or detract from each other. Thus, the cumulative effects of these various applications are minor.

   This proposal satisfies this criterion.

H. SEPA: *SEPA[4] Review must be completed on all amendment proposals and is described in Chapter 17E.050.*

1. ***Grouping***: *When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.*

2. ***DS***: *If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).*

   Staff Analysis: The application is under review in accordance with the State Environmental Policy Act (SEPA), which requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of the information contained in the environmental checklist, written comments from local and State departments and agencies concerned with land development within the City, and a review of other information available to the Director of Planning Services, a Determination of Non-Significance was issued on September 28, 2021.

   The proposal satisfies this criterion.

I. ***Adequate Public Facilities****: The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide*

[4] State Environmental Protection Act

at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

Staff Analysis: The proposal would change the land-use designation of a previously developed area served by public facilities and services described in CFU 2.1. The proposed change in land-use designations affects a relatively small area and does not measurably alter demand for public facilities and services in the vicinity of the site or on a citywide basis. Any subsequent development of the site will be subject to a concurrency determination pursuant to SMC 17D.010.020, thereby implementing the policy set forth in CFU 2.2.

The proposal satisfies this criterion.

J. ***UGA****: Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.*

Staff Analysis: The proposal does not include an expansion to the UGA, thus this criteria does not apply.

This criterion does not apply.

K. Demonstration of Need:

1. ***Policy Adjustments:*** *Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. The need for this type of adjustment might be supported by findings from feedback instruments related to monitoring and evaluating the implementation of the comprehensive plan.*

Staff Analysis: The proposal does not include a policy adjustment, thus this criterion does not apply.

2. ***Map Changes:*** *Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:*

a. *The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g. compatibility with neighboring land uses, proximity to arterials, etc.);*

Staff Analysis: Because the proposal seeks to designate the property on the land use plan map as "Residential 15+ dwellings per acre (R 15+)," conformance with policy LU 1.4, Higher Density Residential Uses, is the primary policy affecting this proposal. Under policy LU 1.4, higher density residential uses are to be directed to "Centers and Corridors designated on the Land Use Plan Map." However, the policy does provide guidance for situations in which higher density residential uses might be applied outside of Centers and Corridors, stating, "The infill of Residential 15+ and Residential 15-30 residential designations located outside Centers are confined to the boundaries of existing multi-family residential

designations where the existing use of land is predominantly higher density residential."

The subject properties are not located within a designated Center or Corridor[5]. However, the North Foothills and Nevada Employment Center begins immediately east of the subject properties in the form of a CC3 Zoning Overlay. Comprehensive Plan policies concerning Centers and Corridors[6] call for greater residential density in the vicinity of Centers and Corridors to support the greater mixed-use density within the Center/Corridor. Furthermore, existing development immediately south and west of the properties is commercial/office in nature, potentially impacting the use of the property for single-family residential uses as currently designated. Immediately west of the subject properties lies Division Street and its attendant commercial and retail uses.

While the properties are generally close to a center, the addition of six acres and 32 properties to the proposal constitutes a significant westward expansion of the center without undergoing detailed analysis of the ramifications[7] of such an expansion to a center. A detailed analysis, as well as in-depth public outreach, is usually undertaken as part of a subarea planning process, as is generally required by policy LU 1.4. However, this expansion is being proposed outside any such subarea process.

Multiple policies call for minimizing impacts to existing neighborhoods when developing infill projects (i.e. LU 1.3, LU, 5.5, DP 1.2). Policy DP 1.3 calls for the identification and protection of significant views in the City through relevant development regulations. At least one public comment referred to views from the bluff to the north and concerns about how the proposal might affect those views (see **Exhibit M**). Impacts to the existing single-family uses to the north would be mitigated by the presence of a 50-foot bluff that separates the subject properties from the residences north of them.

The consistency of this proposal with location and planning policies in the comprehensive plan is unclear.

b. *The map amendment or site is suitable for the proposed designation*.

Staff Analysis: The project area is adequately served by all utilities and by existing local streets, bus service is nearby on N Division Street, and the sites are devoid of known critical areas. There exist no physical features of the sites or their surroundings that would preclude multi-family residential development on the site

[5] While the nearby N Division Street and N Ruby Place area includes significant commercial development, the area is not designated as either a Center or Corridor in the Comprehensive Plan.
[6] See policies under Goal LU 3, Efficient Land Use.
[7] Aside from environmental impacts, which were addressed in the SEPA checklist and DNS (see **Exhibit J** and **K).**

c. *The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation.*

Staff Analysis: See discussion under topic 'a' above. The presence of multi-family residential uses on this site could support the nearby Center as well as existing commercial/retail uses on N Division St. Accordingly, the proposal would further the intent and development strategy in the Comprehensive Plan.

It is unclear if the expanded proposal satisfies this criterion.

3. Rezones, Land Use Plan Amendment: *Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.*

Staff Analysis: If the Land Use Plan Map amendment is approved as proposed, the zoning designation of the subject property would change from "RSF (Residential Single Family)" to "RHD (Residential High-Density)". The RHD zone is identified as implementing the Residential 15+ land use plan map designation proposed by the Plan Commission for these parcels. Likewise, the original zoning requested by the original applicant—Residential Multi-Family—conforms to the originally requested land use plan map designation of Residential 15-30. No policy language changes have been identified as necessary to support the proposed Land Use Plan Map amendment.

The proposal satisfies this criterion.

VII. CONCLUSION

The proposal has been processed and considered according to the requirements of the Spokane Municipal Code. According to the information provided above and the whole of the administrative record, and provided Plan Commission or City Council make the recommended change to the project, the proposal appears to meet the criteria for a comprehensive plan amendment as provided in SMC 17G.020.030.

Following the close of public testimony and deliberations regarding conclusions with respect to the review criteria and decision criteria detailed in SMC Chapter 17G.020, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested amendment to the Land Use Plan map of the City's Comprehensive Plan.

VIII. STAFF RECOMMENDATION

Staff recommends the Plan Commission and City Council **approve** the original applicant-submitted proposal. Regarding the expanded proposal area (the 32 additional properties), it is unclear if the amendment is consistent with the final review criteria described in SMC 17G.020.030. As such, staff has no recommendation for this portion of the proposal and asks Plan Commission to make a determination at the time of the hearing as to the consistency of this proposal with the final review criteria.

IX. LIST OF EXHIBITS

A. Existing Land Use Plan Map
B. Proposed Land Use Plan Map
C. Existing Zoning Map
D. Proposed Zoning Map
E. Application Notification Area
F. Detail Aerial
G. Wide-Area Aerial
H. List of Relevant Comp Plan Policies
I. Application Materials
J. SEPA Checklist
K. SEPA Determination of Non-Significance
L. Agency Comments
M. Public Comments
N. List of Properties

Z20-206COMP (155 E Cleveland)

Concerning parcel(s) in the Logan Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 9/15/2021

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.

EXHIBIT A: Existing Land Use Plan Map

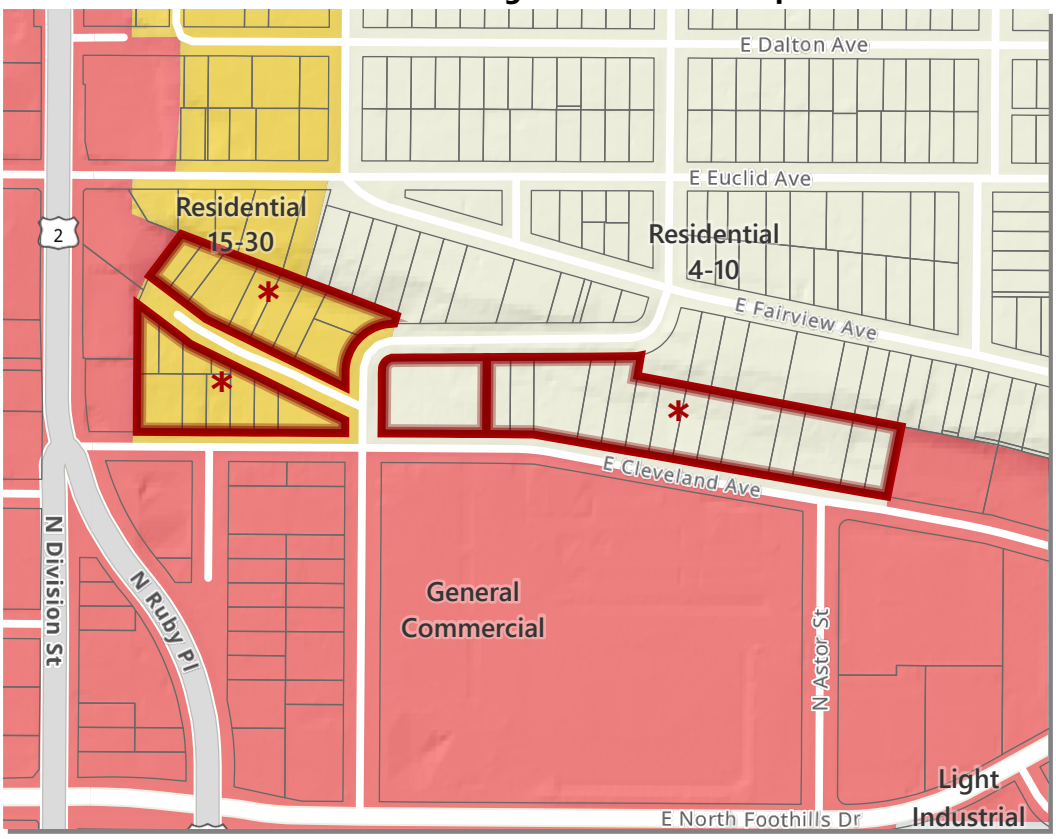
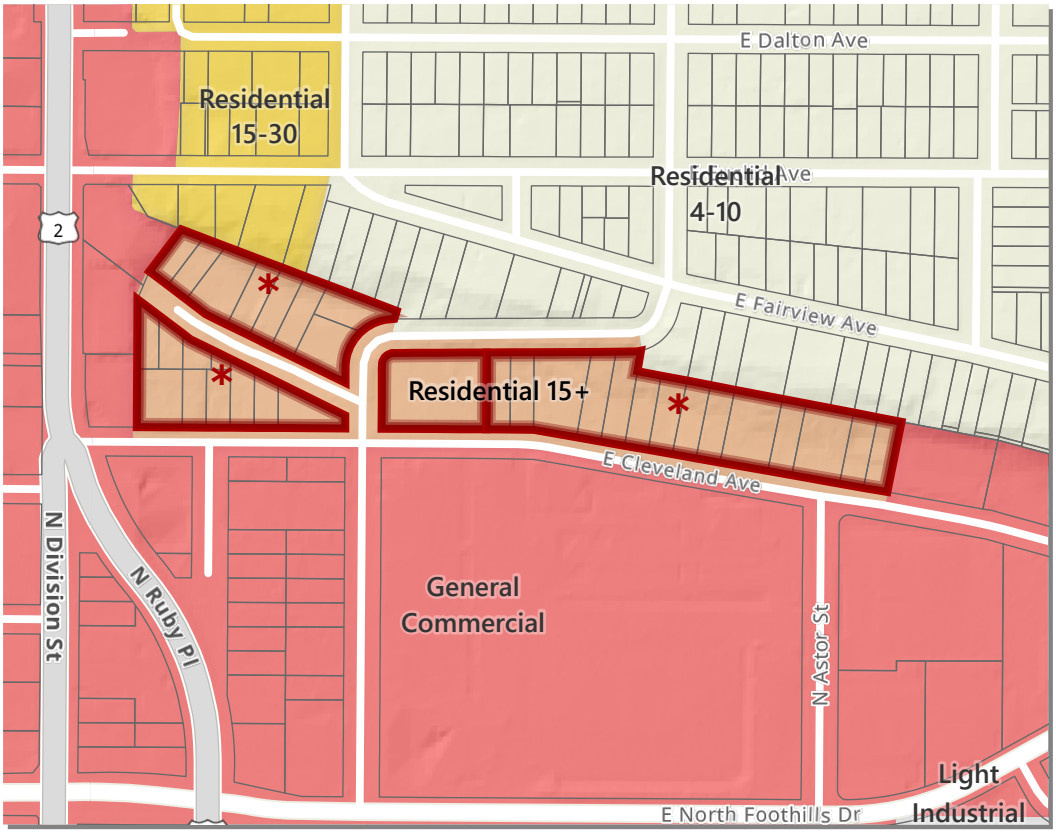


EXHIBIT B: Proposed Land Use Plan Map



Parcels

City Boundary

Land Use Designation

- General Commercial
- Light Industrial
- Res 15+
- Res 15-30
- Res 10-20
- Res 4-10

Areas marked with an asterisk * were added to the proposal by the Plan Commission.

Parcel(s):

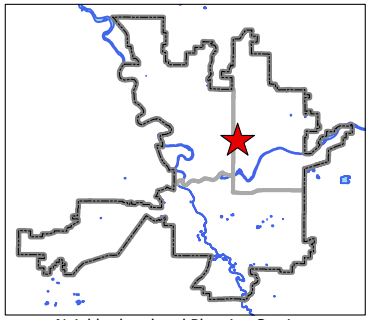
Original Proposal: 1 Parcel
35082.0919

Expanded Proposal = 32 Parcels
35082.0719 thru .0722
35082.0801 thru .0804
35082.0807 thru .0812
35082.0723 thru .0726
35082.0920 thru .0933

Approximate Area:

Original Proposal: 0.8 Acres
Expanded Proposal: 6.0 Acres

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

Z20-206COMP (155 E Cleveland)

Concerning parcel(s) in the Logan Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 9/15/2021

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Parcels

City Boundary

Proposed Zoning

- General Commercial
- Light Industrial
- Residential High Density
- Residential Multifamily
- Residential Two-Family
- Residential Single-Family

Areas marked with an asterisk * were added to the proposal by the Plan Commission.

Parcel(s):
Original Proposal: 1 Parcel
35082.0919

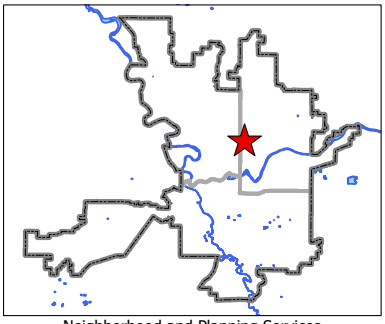
Expanded Proposal = 32 Parcels
35082.0719 thru .0722
35082.0801 thru .0804
35082.0807 thru .0812
35082.0723 thru .0726
35082.0920 thru .0933

Approximate Area:
Original Proposal: 0.8 Acres
Expanded Proposal: 6.0 Acres

N W E S

0 125 250 500 Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

EXHIBIT C: Existing Zoning

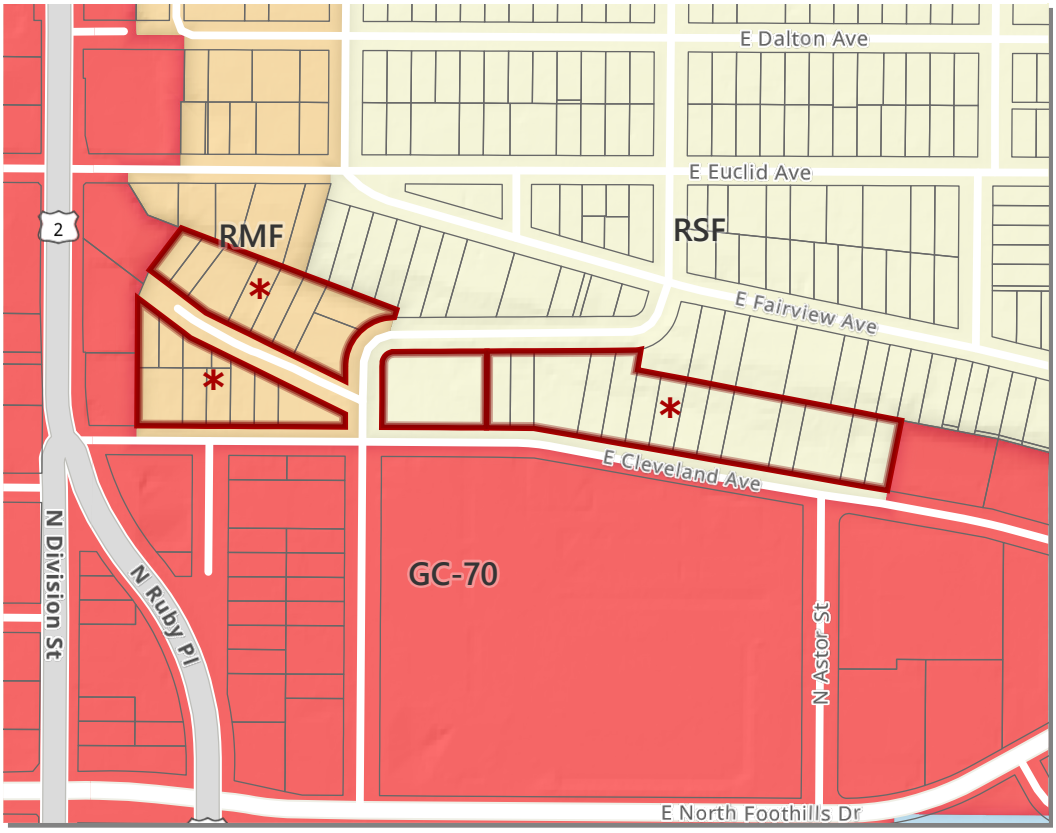
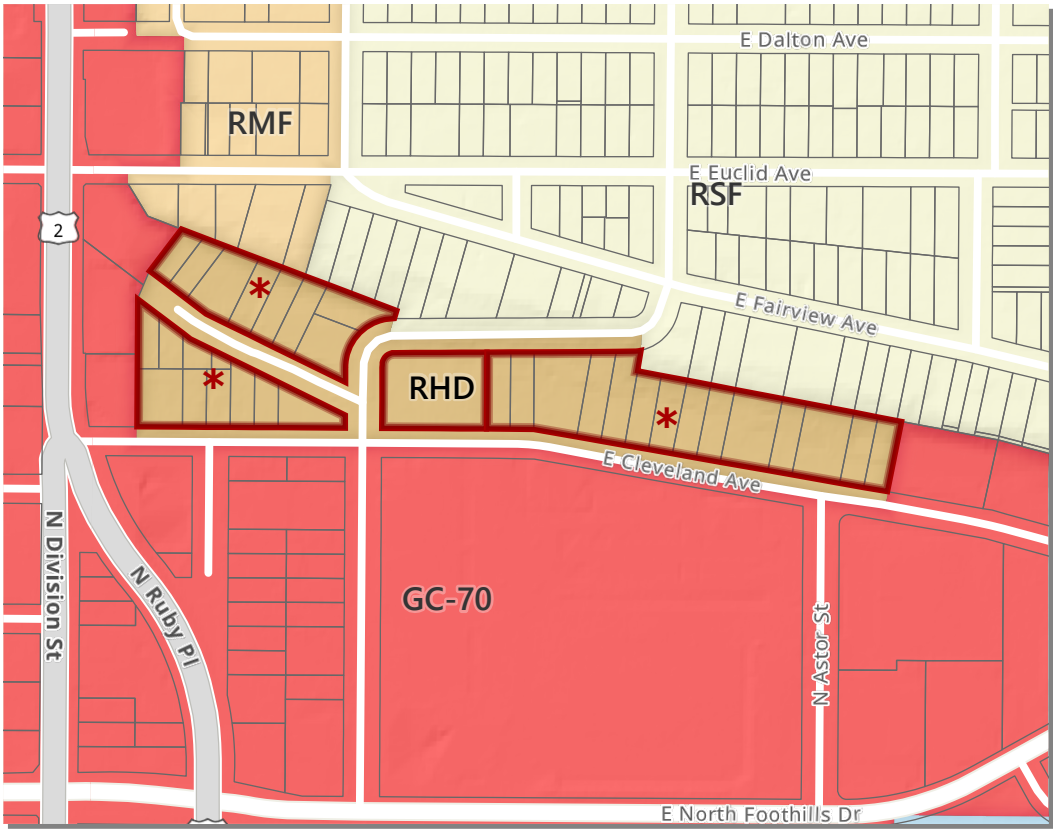


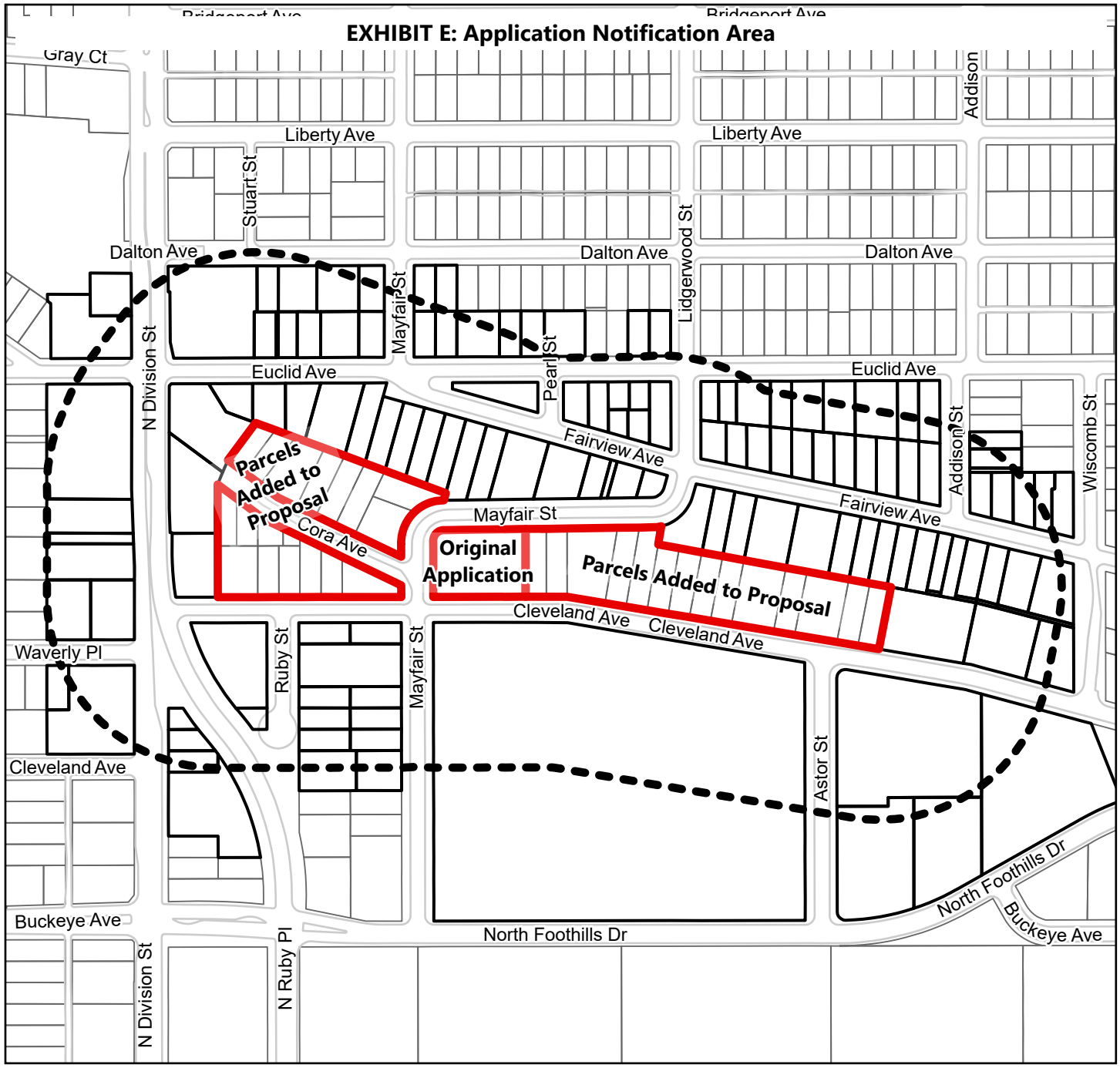
EXHIBIT D: Proposed Zoning



Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

Z20-206COMP
(155 E Cleveland Avenue - Logan Neighborhood)
2020/2021 Comprehensive Plan Amendment Proposals

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.



Legend
- Parcel
- Curb Line
- Notification Area

Area Type
- Subject Parcels
- Notification Parcels

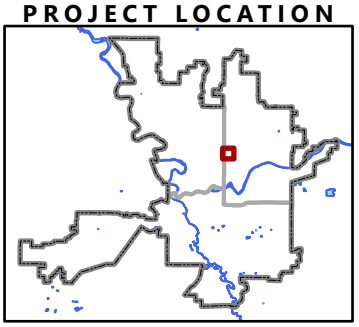
Application Proposes To:
Change Land Use Designation from
"Residential 4-10" to "Residential 15+"

N W E S

Project Size: 6.8 Acres (Approximate)
Drawing Date: 9/15/2021 Drawing Scale: 1:4,161

0 75 150 300
Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

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Z20-206COMP (155 E Cleveland)

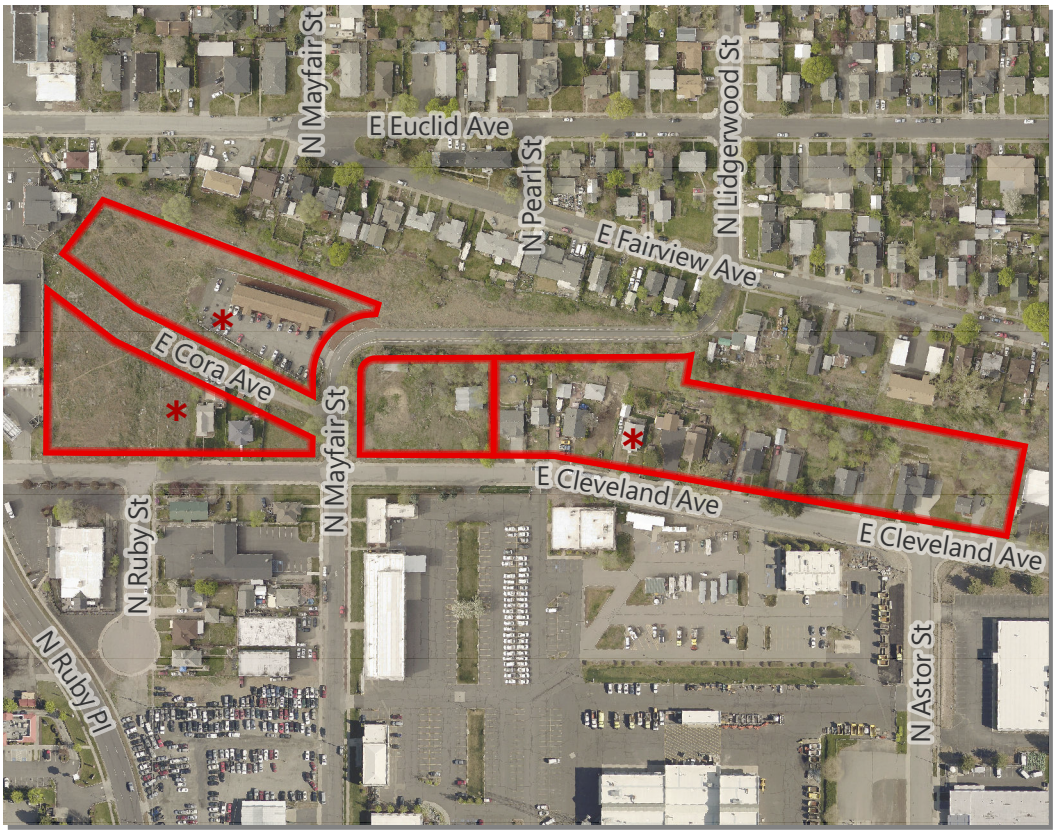
Concerning parcel(s) in the Logan Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 9/15/2021

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.

EXHIBIT F: Detail Aerial



Subject Parcels

Areas marked with an asterisk * were added to the proposal by the Plan Commission.

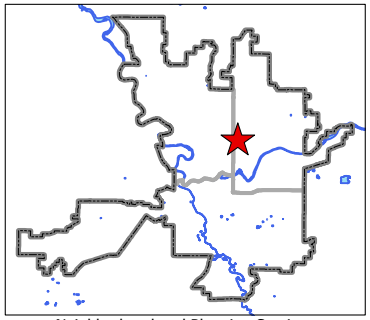
Parcel(s):
Original Proposal: 1 Parcel
35082.0919

Expanded Proposal = 32 Parcels
35082.0719 thru .0722
35082.0801 thru .0804
35082.0807 thru .0812
35082.0723 thru .0726
35082.0920 thru .0933

Approximate Area:
Original Proposal: 0.8 Acres
Expanded Proposal: 6.0 Acres

EXHIBIT G: Wide Area Aerial

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

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EXHIBIT H: Z20-206COMP

Department of Neighborhood and Planning Services

The following policies of the Comprehensive Plan relate to application Z20-206COMP. The full text of the Comprehensive Plan can be found at www.shapingspokane.org.

Chapter 3—Land Use

LU 1.3 Single-Family Residential Areas

Protect the character of single-family residential neighborhoods by focusing higher intensity land uses in designated Centers and Corridors.

Discussion: The city's residential neighborhoods are one of its most valuable assets. They are worthy of protection from the intrusion of incompatible land uses. Centers and Corridors provide opportunities for complementary types of development and a greater diversity of residential densities. Complementary types of development may include places for neighborhood residents to work, shop, eat, and recreate. Development of these uses in a manner that avoids negative impacts to surroundings is essential. Creative mechanisms, including design standards, must be implemented to address these impacts so that potential conflicts are avoided.

LU 1.4 Higher Density Residential Uses

Direct new higher density residential uses to Centers and Corridors designated on the Land Use Plan Map.

Discussion: Higher density housing of various types is the critical component of a center. Without substantially increasing population in a center's immediate vicinity, there is insufficient market demand for goods and services at a level to sustain neighborhood-scale businesses. Higher density residential uses in Centers range from multi-story condominiums and apartments in the middle to small-lot homes at the edge. Other possible housing types include townhouses, garden apartments, and housing over retail space.

To ensure that the market for higher density residential use is directed to Centers, future higher density housing generally is limited in other areas. The infill of Residential 15+ and Residential 15-30 residential designations located outside Centers are confined to the boundaries of existing multi-family residential designations where the existing use of land is predominantly higher density residential.

LU 3.1 Coordinated and Efficient Land Use

Encourage coordinated and efficient growth and development through infrastructure financing and construction programs, tax and regulatory incentives, and by focusing growth in areas where adequate services and facilities exist or can be economically extended.

Discussion: Future growth should be directed to locations where adequate services and facilities are available. Otherwise, services and facilities should be extended or upgraded only when it is economically feasible to do so.

The Centers and Corridors designated on the Land Use Plan Map are the areas of the city where incentives and other tools should be used to encourage infill development, redevelopment and new development. Examples of incentives the city could use include assuring public participation, using public facilities and lower development fees to attract investment, assisting with project financing, zoning for mixed-use and higher density development, encouraging rehabilitation, providing in-kind assistance, streamlining the permit process, providing public services, and addressing toxic contamination, among other things.

LU 3.2 Centers and Corridors

Designate Centers and Corridors (neighborhood scale, community or district scale, and regional scale) on the Land Use Plan Map that encourage a mix of uses and activities around which growth is focused.

Discussion: … Employment Centers have the same mix of uses and general character features as Neighborhood and District centers but also have a strong employment component. The employment component is expected to be largely non-service related jobs incorporated into the Center or on land immediately adjacent to the Center. Employment Centers vary in size from 30 to 50 square blocks plus associated employment areas. The residential density in the core area of the Employment Center may be up to 44 dwelling units per acre. Surrounding the Center are medium density transition areas of up to 22 dwelling units per acre. The following locations are designated as Employment Centers on the Land Use Plan Map:

- East Sprague – Sprague and Napa;
- North Foothills Employment Center;
- Maxwell and Elm;
- Holy Family;
- North Nevada, between Westview and Magnesium; and
- Trent and Hamilton.

…

LU 3.3 Designating Centers and Corridors

Designate new Centers or Corridors in appropriate locations on the Land Use Plan Map through a city-approved planning process.

Discussion: The Comprehensive Plan recognizes that Centers and Corridors are the most appropriate location for commercial and higher density residential uses. In some areas of the city, there may be a need to designate a new Center or Corridor. The exact location, boundaries, size, and mix of land uses in a Center or Corridor should be determined through a city-approved sub-area planning process that is inclusive of all interested stakeholders, including business and property owners, and the affected neighborhood(s). This process may be initiated by the city, or at the request of a neighborhood or private interest.

LU 3.4 Planning for Centers and Corridors

Conduct a city-approved subarea planning process to determine the location, size, mix of land uses, and underlying zoning within designated Centers and Corridors. Prohibit any change to land use or zoning within suggested Centers or Corridors until a subarea planning process is completed.

Discussion: Suggested Centers and Corridors are those that have been newly designated and do not have any underlying Center and Corridor land use or zoning. Land use and zoning, as well as the size, location and intensity of the land use for all Centers and Corridors should be determined through a sub-area planning process that is inclusive of all stakeholders. Any such process shall include consultation and coordination with property owners and the neighborhood in which the Center or Corridor is located. This process may be initiated by the city, or at the request of a neighborhood or private interest. Center and Corridor planning should consider the following factors:

- existing and planned commercial and residential densities and development conditions;
- amount of commercial land needed to serve the neighborhood;
- public facilities, available utilities and infrastructure, and service capacity for residential and commercial development;
- capital facility investments and access to public transit; and
- other characteristics of a Center as provided in this plan, or as further refined.

The subarea planning process should result in a determination of the boundaries of the designated Center or Corridor, the land use mix and intensities of use, and the identification of any changes to the Land Use Map within the designated Center or Corridor.

LU 3.5 Mix of Uses in Centers

Achieve a proportion of uses in Centers that will stimulate pedestrian activity and create mutually reinforcing land uses.

Discussion: Neighborhood, District, and Employment Centers are designated on the Land Use Plan Map in areas that are substantially developed. New uses in Centers should complement existing on-site and surrounding uses, yet seek to achieve a proportion of uses that will stimulate pedestrian activity and create mutually reinforcing land use patterns. Uses that will accomplish this include public, core commercial/office and residential uses.

All Centers are mixed-use areas. Some existing uses in designated Centers may fit with the Center concept; others may not. Planning for Centers should first identify the uses that do not fit and identify sites for new uses that are missing from the existing land use pattern. Ultimately, the mix of uses in a Center should seek to achieve the following minimum requirements:

Table LU 1 – Mix of Uses in Centers

Land Use	Neighborhood Center	District and Employment Center
Public	10 percent	10 percent
Commercial/Office	20 percent	30 percent
Higher-Density Housing	40 percent	20 percent

Note: All percentage ranges are based on site area, rather than square footage of building area.

This recommended proportion of uses is based on site area and does not preclude additional upper floors with different uses. The ultimate mix of land uses and appropriate densities should be clarified in a site-specific planning process in order to address site-related issues such as community context, topography, infrastructure capacities, transit service frequency, and arterial street

accessibility. Special care should be taken to respect the context of the site and the character of surrounding existing neighborhoods. The 10 percent public use component is considered a goal and should include land devoted to parks, plazas, open space, and public facilities.

LU 4.2 Land Uses That Support Travel Options and Active Transportation

Provide a compatible mix of housing and commercial uses in Neighborhood Centers, District Centers, Employment Centers, and Corridors.

Discussion: This provides opportunities for people to use active forms of transportation to get to work and shopping, enables less reliance on automobiles, reduces commuting times and distances, makes mass transit more viable, and provides greater convenience for area residents while supporting physical activity.

LU 5.3 Off-Site Impacts

Ensure that off-street parking, access, and loading facilities do not adversely impact the surrounding area.

Discussion: Off-street parking, access, and loading facilities are usually associated with the development of higher density residential, office, and commercial uses. These features often have major impacts on single-family residential areas. The impacts are most significant when these facilities are next to or intrude between homes. When these facilities are accessory to a higher density residential or nonresidential use, they should be developed according to the same policies and zoning regulations as govern the primary use. New parking lots should also have the same zoning classification as the primary use. In addition, these facilities should be developed to minimize adverse impacts to adjacent properties. All parking lots should be paved. Parking lots and loading areas should have appropriate buffers to fully screen them from adjacent, less intensive uses. Access to business and higher density residential sites should be controlled to avoid impacts on adjacent uses, pedestrian movement, and street functions.

LU 5.5 Compatible Development

Ensure that infill and redevelopment projects are well-designed and compatible with surrounding uses and building types.

Chapter 6 – Housing

H 1.11 Access to Transportation

Encourage housing that provides easy access to public transit and other efficient modes of transportation.

Discussion: Transportation is the second largest expenditure after housing and can range from 10 to 25 percent of household expenditures. Examining where housing is located and the associated transportation costs may provide a more realistic evaluation of housing affordability in the future.

H 1.18 Distribution of Housing Options

Promote a wide range of housing types and housing diversity to meet the needs of the diverse population and ensure that this housing is available throughout the community for people of all income levels and special needs.

Discussion: A variety of housing types should be available in each neighborhood. Diversity includes styles, types, size, and cost of housing. Many different housing forms can exist in an area and still exhibit an aesthetic continuity. Development of a diversity of housing must take into account the context of the area and should result in an improvement to the existing surrounding neighborhood.

H 2.4 Linking Housing with Other Uses

Ensure that plans provide increased physical connection between housing, employment, transportation, recreation, daily-needs services, and educational uses.

Discussion: The location of housing in relation to other land uses is a part of what determines the quality of housing. The desirability and viability of housing changes for different segments of the community, based on an area's mix of land uses. As complementary land uses become spread further apart, transportation options decrease while transportation costs increase. These added transportation costs reduce the amount of household income available for housing and other household needs. This affects lower-income households first. In urban areas, basic services, such as grocery stores, public transportation, and public parks, should be available within a mile walk of all housing

Chapter 7 – Economic Development

ED 2.4 Mixed Use

Support mixed-use development that brings employment, shopping, and residential activities into shared locations that stimulate opportunities for economic activity.

Chapter 8 – Urban Design and Historic Preservation

DP 1.2 New Development in Established Neighborhoods

Encourage new development that is of a type, scale, orientation, and design that maintains or improves the character, aesthetic quality, and livability of the neighborhood.

Discussion: New development should be compatible with the context of the area and result in an improvement to the surrounding neighborhood.

DP 2.12 Infill Development

Encourage infill construction and area redevelopment that complement and reinforce positive commercial and residential character.

Discussion: Infill construction can benefit the community when done in a manner that improves and does not detract from the livability of the neighborhood and the desirable design character of the area.

Chapter 11—Neighborhoods

N 2.1 Neighborhood Quality of Life

Ensure that neighborhoods continue to offer residents transportation and living options, safe streets, quality schools, public services, and cultural, social, and recreational opportunities in order to sustain and enhance the vitality, diversity, and quality of life within neighborhoods.

Discussion: Spokane enjoys a rich variety of living opportunities within its individual neighborhoods, each with its unique character. Maintaining and enhancing our neighborhood assets is key to providing stability within neighborhoods and Spokane citizens with a prolonged sense of pride.

N 8.4 Consistency of Plans

Maintain consistency between neighborhood planning documents and the comprehensive plan.

Discussion: Neighborhood planning shall be conducted within the framework of the comprehensive plan, and further, the Growth Management Act requires that these plans be consistent with the comprehensive plan.

General Application

Rev.20180104

DESCRIPTION OF PROPOSAL

Change the land use designation and zoning of the parcel to Residential 15-30/ Multifamily from Residential 4-10/Single Family.

Address of Site Proposal *(if not yet assigned, obtain address from Public Works before submitting application)*:

155 E. Cleveland Ave., Spokane, WA 99207

APPLICANT

Name: 155 E. Cleveland Avenue Investments, LLC, c/o Lindsay M. Kornegay

Address: 422 W. Riverside Ave., Ste. 1100, Spokane, WA 99201

Phone: (509)624-5265 Email: lmk@witherspoonkelley.com

PROPERTY OWNER

Name: 155 E. Cleveland Avenue Investments, LLC

Address: 508 E. Longfellow Ave., Spokane, WA 99207

Phone: (509)216-5188 Email: drtucker2@gmail.com

AGENT

Name: Lindsay M. Kornegay and Stanley M. Schwartz, Witherspoon Kelley

Address: 422 W. Riverside Ave., STE. 1100, Spokane, WA 99201

Phone: (509)624-5265 Email: lmk@witherspoonkelley.com

Assessor's Parcel Numbers: 35082.0919

Legal Description of Site: MORGANS JM RES B3TO18 L19TO22 B6 & VAC STP S OF&ADJ L19-20

Size of Property: 0.78 acres

List Specific Permits Requested in this Application: None.

SUBMITTED BY:

Lindsay M. Kornegay and Stanley M. Schwartz, Witherspoon Kelley

☐ Applicant ☐ Property Owner ☐ Property Purchaser ☒ Agent

In the case of discretionary permits (administrative, hearing examiner, landmarks commission or plan commission), if the applicant is not the property owner, the owner must provide the following acknowledgement:

_____, owner of the above-described property, do hereby authorize _____ to represent me and my interests in all matters regarding this application.

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this _____day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

_____

Notary Public in and for the State of Washington, residing at

_____

AUTHORIZATION TO SUBMIT
COMPREHENSIVE PLAN AMENDMENT APPLICATION

155 E. Cleveland Avenue Investments, LLC, a Washington limited liability company (the "Company"), through David Tucker, the manager of Tucker Investments, LLC, the member of the Company, acting on behalf of the Company, does hereby authorize Stanley M. Schwartz, Lindsay M. Kornegay and Witherspoon Kelley to prepare and submit to the City of Spokane and other governmental agencies all reasonable and necessary land use applications and other documents in order to obtain an amendment to the Comprehensive Plan and a change to the zoning for the real property at 155 E. Cleveland Ave and legally described below:

MORGANS JM RES B3TO18 L19TO22 B6 & VAC STP S OF&ADJ L19-20

Spokane County Tax Parcel No.: 35082.0919

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. RCW 9A.72.085.

Date: 10/21/2020

Place: Spokane, WA

Signature: _____

{S2105267 }

Comprehensive Plan or Land Use Code Amendment

Pre-Application

Rev.20180102

DESCRIPTION OF THE PROPOSED AMENDMENT:

(Please check the appropriate box(es)

☐ Comprehensive Plan Text Change
☐ Regulatory Code Text Change
☒ Land Use Designation Change
☐ Area-Wide Rezone

Please respond to these questions on a separate piece of paper. Incomplete answers may jeopardize your application's chances of being reviewed during this amendment cycle.

1. General Questions *(for all proposals)*:

SEE ATTACHMENT FOR RESPONSES TO BELOW QUESTIONS.

a. Summarize the general nature of the proposed amendment.

b. Why do you feel this change is needed?

c. In what way(s) is your proposal similar to or different from the fundamental concepts contained in the comprehensive plan?

d. For text amendments: What goals, policies, regulations or other documents might be changed by your proposal?

e. For map amendments:
   1. What is the current Land Use designation and zoning for each affected parcel?
   2. What is the requested Land Use designation and zoning for each affected parcel?
   3. Describe the land uses surrounding the proposed amendment site(s); e.g. land use type, vacant/occupied, etc.

f. Do you know of any existing studies, plans or other documents that specifically relate to or support your proposal?

g. Why did you decide to pursue a comprehensive plan amendment rather than address your concern through some other aspect of the Development Services department's work program (e.g. neighborhood planning, public input on new regulations, etc.)?

h. Has there been a previous attempt to address this concern through a comprehensive plan amendment?
   ☐ Yes ☒ No

i. If yes, please answer the following questions:
   1. When was the amendment proposal submitted?
   2. Was it submitted as a consistent amendment or an inconsistent amendment?
   3. What were the Plan Commission recommendation and City Council decision at that time?
   4. Describe any ways that this amendment proposal varies from the previously considered version.

ATTACHMENT TO COMPREHENSIVE PLAN OR LAND USE CODE AMENDMENT – PRE-APPLICATION

a. Comprehensive Plan Map and Zone Change

b. Increasing the density of the subject parcel is consistent with the uses on parcels adjacent to the South and the West.

c. Conforms to Comprehensive Plan policy to confine multi-family residential designations to areas where the existing use of land is higher density residential.

d. N/A

e. For map amendments:

1. Residential 4-10 (RSF)

2. Residential 15-30 (RMF)

3. Residential 4-10 to the North and East; General Commercial to the South; Residential 15-30 to the West

f. None.

g. Due to the size and location of the subject parcel, in order to pursue the most functional and economically viable use of the subject parcel, increased residential density is needed.

h. N/A

i. N/A

Comprehensive Plan Amendments

Threshold Review

Pre-application:

The first step in applying for an amendment to the City's Comprehensive Plan is to submit a threshold review application. Prior to submitting this application, a private applicant is required to schedule a no-fee pre-application conference with staff. In the case of a map amendment, the applicant is also required to make reasonable efforts to schedule a meeting with the appropriate neighborhood council(s) and document any support or concerns expressed by the neighborhood council(s). Applications are accepted through October 31 each year, during business hours. Applicants are strongly encouraged to make an appointment with Planning Department staff prior to submitting an application.

Description of the Proposed Amendment: See attached.

- In the case of a proposed text amendment, please describe the proposed amendment and provide suggested amendment language.
- In the case of a map amendment, please describe using parcel number(s), address, and a description including size, and maps.

In addition to describing the proposal, please describe how your applications satisfies the threshold review criteria in SMC 17G.020.026, which are restated below. You may need to use a separate piece of paper.

1. Describe how the proposed amendment is appropriately addressed as a Comprehensive Plan Amendment.
2. The proposed amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City council or by a neighborhood or subarea planning process.
3. The proposed amendment can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program.
4. In the case of a private application for a land use map change, nearby properties may also seem to be candidates for amendment. At the time of docketing or during plan commission review, expansion of the geographic scope of an amendment proposal may be considered, shared characteristics with nearby, similarly situated property may be identified and the expansion is the minimum necessary to include properties with those shared characteristics. Has the applicant had any outreach to surrounding property owners whose property may be so situated?
5. Describe how the proposed amendment is consistent with current general policies in the comprehensive plan for site-specific amendment proposals. The proposed amendment must be consistent with policy implementation in the Countywide Planning policies, the GMA, or other state or federal law, and the WAC.
6. The proposed amendment is not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process, but was not included in the Annual Comprehensive Plan Amendment Work Program, unless additional supporting information has been generated.
7. If this change is directed by state law or a decision of a court or administrative agency, please describe.
8. Please provide copy of agenda or other documentation of outreach to neighborhood council made prior to application.

COMPREHENSIVE PLAN AMENDMENT
THRESHOLD REVIEW; DESCRIPTION OF PROPOSED AMENDMENT

This proposal requests a Comprehensive Plan amendment change to land use from Residential 4-10 to Residential 15-30, with an associated zone change from Residential Single Family (RSF) to Residential Multi-Family (RMF) for one parcel at 155 E. Cleveland Ave., Parcel No. 35082.0919, where N. Lidgerwood St. meets N. Mayfair St (the "**Parcel**"). Attached hereto is an area view of the Comprehensive Plan Map and a Site Map, indicating the Parcel and dimensions thereof, as well as existing streets and locations of existing buildings.

This change is appropriately addressed as a map amendment to the Comprehensive Plan and, as such, cannot be addressed through an ongoing work program or any other means. The proposed amendment can be reviewed within the resources and time frame set forth by the Annual Comprehensive Plan Amendment Work Program. This proposal is not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process.

Both the Nevada Heights Neighborhood Council and the Logan Neighborhood Council have been notified of this proposal and neither responded in the affirmative to a request for a meeting. Nearby properties to the North and East share a current land use designation of Residential 4-10, and a zone of RSF, while properties to the West have a current land use designation of Residential 15-30 and a zone of RMF and properties to the South have a current land use designation and zone of General Commercial (GC).

The Parcel has a present land use designation of Residential 4-10 with zoning of RSF. This land use and zone designation should be changed for several reasons: (1) much of the surrounding area includes mixed use, including RMF and GC; (2) the presently permitted low density residential uses should have greater separation from the adjacent commercial zone across E. Cleveland Ave.; (3) similarly situated property as near as across N. Mayfair St. is being used for high density residential use; and (4) due to the size and location of the Parcel, the most compatible, functional and economically viable use of the Parcel, is increased residential density.

The proposed change is consistent with the intended goals of the Comprehensive Plan:

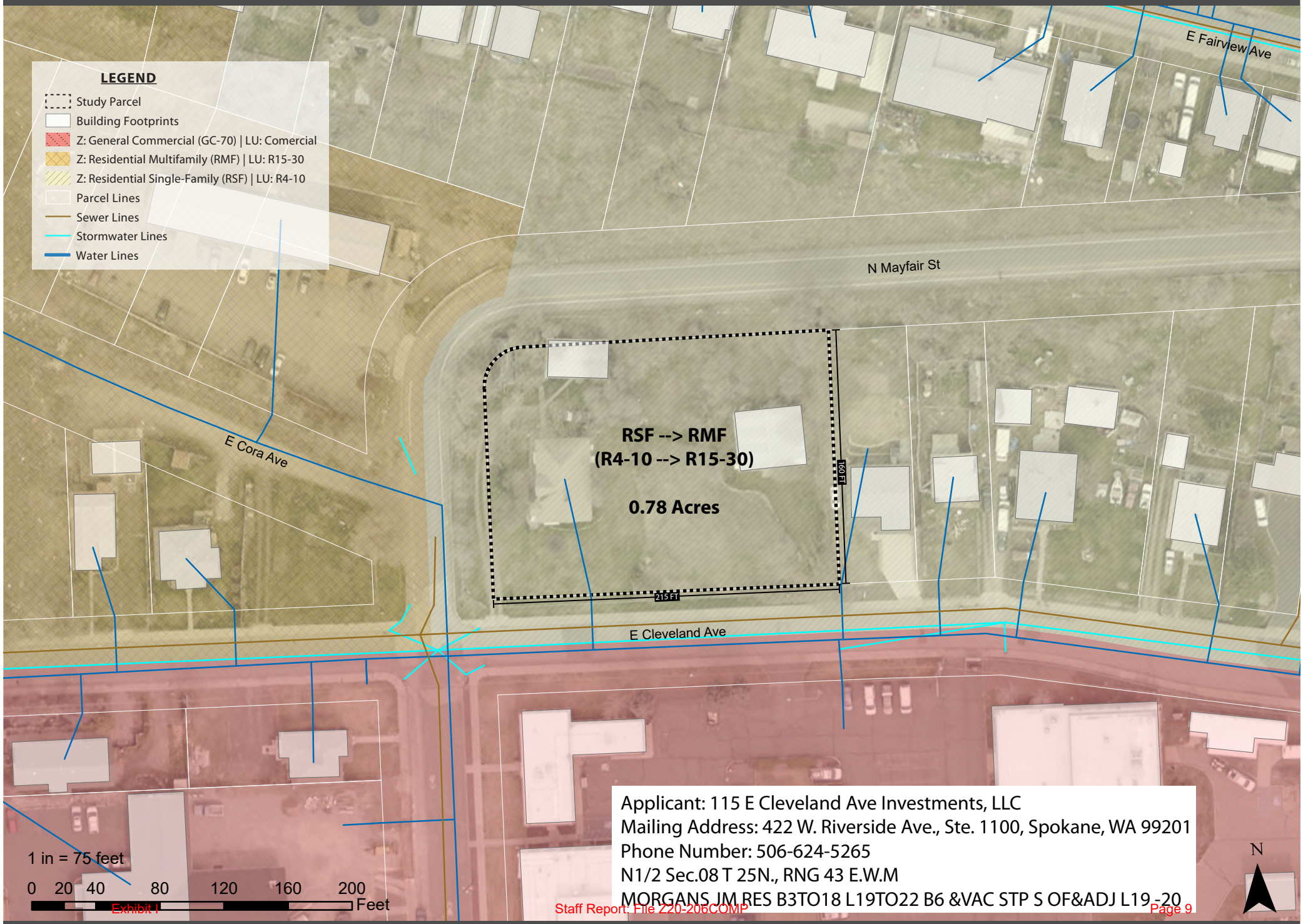
- Changing the Parcel to higher density residential is consistent with the vision and values set forth in the Comprehensive Plan. Concentrating higher density residential uses to areas near other higher density residential uses promotes efficient growth of the City, supports convenient access and opportunities, combats urban sprawl and protects outlying rural areas, and protects the character of the surrounding areas. Section 3.2: "The things that are important to Spokane's future include: … controlling urban sprawl in order to protect outlying rural areas … developing and maintaining convenient access and opportunities for shopping, services, and employment; … protecting the character of single-family neighborhoods."
- The intent of the Comprehensive Plan is to ensure higher density residential uses are blocked together to create sufficient market demand for goods and services to support businesses. Though the Parcel is not within a Center or Corridor, the existing use of land

surrounding the Parcel is both RMF and GC. and is not predominantly RSF. Inclusion of additional higher-density residential on the Parcel will not disrupt the character of the surrounding neighborhood and will support surrounding business development in the GC zones. The proposed RMF designation will be consistent with other RMF property and create a transition and buffer from the adjacent commercial use

  - LU 1.3 Single-Family Residential Areas: "Protect the character of single-family residential neighborhoods…"
  - LU 1.4 Higher Density Residential Uses: "The infill of Residential 15 and Residential 15-30 residential designations located outside Centers are confined to the boundaries of existing multi-family residential designations where the existing use of land is predominantly high density residential."

- Higher-density residential on the Parcel is consistent with the intended goal of directing new growth to areas able to efficiently promote such growth. The Parcel is adjacent to both RMF and GC properties, demonstrating the area's capacity for increased residential density.
  - LU 3.1 Coordinated and Efficient Land Use: "Future growth should be directed to locations where adequate services and facilities are available."
  - LU 8.1 Role of Urban Growth Areas: "New growth should be directed to urban areas to allow for more efficient and predictable provision of adequate public facilities, to promote orderly transition of governance for urban areas, to reduce development pressure on rural lands, and to encourage redevelopment of existing urban areas."
  - LU 5.5 Compatible Development: "Ensure that infill and redevelopment projects are well-designed and compatible with surrounding uses and building types."
- The Comprehensive Plan seeks to maintain healthy commercial centers throughout the City to satisfy the shopping and service needs of residents, reduce the amount of driving, utilize existing transportation infrastructure and services, and maintain the City's commercial tax base. The Parcel is near a main bus route that has the existing transportation services and infrastructure to serve increased residential density on the Parcel. LU 4.6 Transit-Supported Development: "Encourage transit-supported development, including a mix of employment, residential and commercial uses, adjacent to high performance transit stops."
- The change in land use designation on the Parcel will not significantly impact parking or access and will not adversely impact the surrounding area. LU 5.3 Off-Site Impacts: "Ensure that off-street parking, access, and loading facilities do not adversely impact the surrounding area."

155 E CLEVELAND AVE | Parcel Number: 35082.0919



Applicant: 115 E Cleveland Ave Investments, LLC
Mailing Address: 422 W. Riverside Ave., Ste. 1100, Spokane, WA 99201
Phone Number: 506-624-5265
N1/2 Sec.08 T 25N., RNG 43 E.W.M
MORGANS JM RES B3TO18 L19TO22 B6 &VAC STP S OF&ADJ L19 -20

Evaluation for
Agency Use Only

State Environmental Policy Act (SEPA)
ENVIRONMENTAL CHECKLIST

File No. Z20-206COMP

PLEASE READ CAREFULLY BEFORE COMPLETING THE CHECKLIST!

Purpose of Checklist:

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals:
Complete this checklist for nonproject proposals, even though questions may be answered "*does not apply*."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

Note from City of Spokane Staff:

The proposal classified as File Z20-206COMP has been recommended for expansion and modification by the Spokane Plan Commission, adding 32 parcels and an area of approximately 6.0 acres to the project area, amending the proposed Land Use Map Designation to Residential 15+, and amending the proposed Zoning to Residential High-Density.

The properties added to the proposed by Plan Commission include:

Parcel	Address
35082.0719	19 E Cora Avenue
35082.0720	23 E Cora Avenue
35082.0721	25 E Cora Avenue
35082.0722	43 E Cora Avenue
35082.0801	Unassigned Address
35082.0802	26 E Cora Avenue
35082.0803	22 E Cora Avenue
35082.0804	18 E Cora Avenue
35082.0807	19 E Cleveland Avenue
35082.0808	25 E Cleveland Avenue
35082.0809	29 E Cleveland Avenue
35082.0810	103 E Cleveland Avenue
35082.0811	107 E Cleveland Avenue
35082.0812	113 E Cleveland Avenue
35082.0723 thru 35082.0726	2919 N Mayfair Street
35082.0920	173 E Cleveland Avenue
35082.0921	177 E Cleveland Avenue
35082.0922	203 E Cleveland Avenue
35082.0923	209 E Cleveland Avenue
35082.0924	215 E Cleveland Avenue
35082.0925	221 E Cleveland Avenue
35082.0926	227 E Cleveland Avenue
35082.0927	301 E Cleveland Avenue
35082.0928	305 E Cleveland Avenue
35082.0929	317 E Cleveland Avenue
35082.0930	323 E Cleveland Avenue
35082.0931	327 E Cleveland Avenue
35082.0932	403 E Cleveland Avenue
35082.0933	407 E Cleveland Avenue

Where necessary, **boxes with red text** have been added to the SEPA Checklist to account for additional relevant information necessary for evaluating the environment impact of the expanded proposal. These additions have been inserted by City staff and concern only the expanded parcels listed above.

A. BACKGROUND

1. **Name of proposed project:**

2. **Applicant:** David Tucker
   Address: 508 E Longfellow
   City/State/Zip: *Spokane, WA 99207* Phone: *(509) 216-5188*

3. **Agent or Primary Contact:** Witherspoon Kelley
   Address: *422 W Riverside Ave, Ste 1100*
   City/State/Zip: *Spokane, WA 99201* Phone: *(509) 624-5265*

4. **Location of Project:**
   Address: *155 E Cleveland Avenue, Spokane, WA 99207*
   Section: *8* Quarter: Township: *25N* Range: *43 E.W.M*
   Tax Parcel Number(s): *35082.0919*
   See the note on page 2 for expanded property addresses and parcel numbers.

5. Date checklist prepared:
   5/7/2021
   Checklist Revised: 08/23/2021

6. Agency requesting checklist: *City of Spokane, Washington*

7. Proposed timing or schedule (including phasing, if applicable):
   N/A at this time - TBD at a later date.

8. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain:
   No

   b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain:
   No

9. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal:
   N/A

10. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain:

Not aware of any.

11. List any government approvals or permits that will be needed for your proposal, if known:
Unknown

12. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.
This is a non-project application. This will be determined at a later date.

13. Location of the proposal: Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist.
155 E Cleveland Avenue, Spokane, WA 99207. Section 8 Township 25N Range 43 E.W.M. Morgans JM RES B3TO18 L19TO22 B6 & VAC STP S OF & ADJ L19-20

See the note on page 2 for expanded property addresses and parcel numbers. Legal descriptions are available upon request.

14. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? X Yes ☐ No
The General Sewer Service Area? X Yes ☐ No
The Priority Sewer Service Area? ☐ Yes X No
The City of Spokane? X Yes ☐ No

15. The following questions supplement Part A.
a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)
(1) Describe any systems, other than those designed for the disposal of sanitary waste installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).

This is a non-project application. This will be determined at a later date.

(2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored?

No

(3) What protective measures will be taken to ensure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems.

N/A

(4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?

N/A

b. Stormwater

(1) What are the depths on the site to groundwater and to bedrock (if known)?

Unknown

(2) Will stormwater be discharged into the ground? If so, describe any potential impacts.

This is a non-project action and any discharge will be determined at the time of future development approvals.

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (check one):

☐ Flat ☐ Rolling ☐ Hilly ☐ Steep slopes ☐ Mountainous

Other: X

All subject parcels exhibit a significant slope in their northern limits, generally 50 feet taller than the average site elevation.

b. What is the steepest slope on the site (approximate percent slope)?

There is a significant grade to the south especially in the north and northeast areas of the site.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of

long-term commercial significance and whether the proposal results in removing any of these soils.

The site is entirely Garrison Gravelly Loam.

Properties south of Cora and West of Mayfair contain type 7112 Urban land-Opportunity, disturbed soils.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

No

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

This is a non-project application. This will be determined at a later date.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

This is not believed to be the case.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt, or buildings)?

This is a non-project application. This will be determined at a later date.

h. Proposed measures to reduce or control erosion or other impacts to the earth, if any:

This is a non-project application. This will be determined at a later date.

2. Air

a. What type of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

This is a non-project application. This will be determined at a later date.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

None that we are aware of.

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

N/A

3. Water

a. SURFACE WATER:

(1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

No

(2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

N/A

(3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

N/A

(4) Will the proposal require surface water withdrawals or diversions? If yes, give general description, purpose, and approximate quantities if known.

No

(5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No

(6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No

b. GROUNDWATER:

(1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

No

(2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals…; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

N/A as this site is served by City sewer.

c. WATER RUNOFF (INCLUDING STORMWATER):

(1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

This is a non-project application and will be determined at the time of future development approval.

(2) Could waste materials enter ground or surface waters? If so, generally describe.

No

(3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No

d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water, and drainage patter impacts, if any.

None

4. Plants

a. Check the type(s) of vegetation found on the site:

Deciduous trees: X alder ☐ maple ☐ aspen

Other: *Minimal trees at location.*

Evergreen trees: ☐ fir ☐ cedar ☐ pine

Other: *None*

☐ shrubs ☐ grass ☐ pasture ☐ crop or grain

☐ orchards, vineyards or other permanent crops

Wet soil plants: ☐ cattail ☐ buttercup ☐ bullrush ☐ skunk cabbage

Other: *None*

Water plants: ☐ water lily ☐ eelgrass ☐ milfoil

Other: *None*

Any other types of vegetation:

Wild flowers and weeds

b. What kind and amount of vegetation will be removed or altered?

This is a non-project application. This will be determined at a later date.

c. List threatened and endangered species known to be on or near the site:

N/A

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

This is a non-project application. This will be determined at a later date.

e. List all noxious weeds and invasive species known to be on or near the site:

Unknown

5. Animals

a. Check *and* List any birds and other animals which have been observed on or near the site or are known to be on or near the site:

Birds: ☐ hawk ☐ heron ☐ eagle X songbirds

Other: None

Mammals: ☐ deer ☐ bear ☐ elk ☐ beaver

Other: None

Fish: ☐ bass ☐ salmon ☐ trout ☐ herring ☐ shellfish

Other: None

Any other animals (*not* listed in above categories): *None*

b. List any threatened or endangered animal species known to be on or near the site.

None

c. Is the site part of a migration route? If so, explain.

No

d. Proposed measures to preserve or enhance wildlife, if any:

None

e. List any invasive animal species known to be on or near the site.

None

6. Energy and natural resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

This is a non-project application. This will be determined at a later date.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe:

There are no uses adjacent to this site currently generating solar power.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

This is a non-project application. This will be determined at a later date.

7. Environmental health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe.

None known

(1) Describe any known or possible contamination at the site from present or past uses.

None known

(2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

None known

(3) Describe any toxic or hazardous chemicals/conditions that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

This is a non-project application and will be determined at the time of future development approvals.

(4) Describe special emergency services that might be required.

None known

(5) Proposed measures to reduce or control environmental health hazards, if any:

None

b. NOISE:

(1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

This is a non-project application. This will be determined at a later date.

(2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

This is a non-project application. This will be determined at a later date.

(3) Proposed measure to reduce or control noise impacts, if any:

This is a non-project application. This will be determined at a later date.

Uses to the west and east of the expanded area include non-residential and commercial uses. The expanded west parcels include two homes and an apartment building, the remainder being undeveloped. The expanded eastern parcels include two vacant parcels and 12 single-family homes.

8. Land and shoreline use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

Residential to the east, a slope and residential to the north, apartments to the west, and general commercial to the south.

Existing urban uses on the expanded parcels would not be affected by similar urban uses if these parcels were to redevelop.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

No

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

There are no nearby or adjacent agricultural uses.

c. Describe any structures on the site.

There is an existing garage and shop onsite.

See question 7.3 above for information on the expanded parcels.

d. Will any structures be demolished? If so, which?

Yes, both buildings will be demolished.

There are no current plans to redevelop the expanded area, thus no addtitional structures are expected to be demolished as a result of the expansion.

e. What is the current zoning classification of the site?

Single Family

The western expanded parcels are zoned Residential Multi Family (RMF). The eastern expanded parcels are designated Residential Single-Family (RSF).

f. What is the current comprehensive plan designation of the site?

Residential 4-10

The expanded western parcels are designated Residential 15-30. The eastern expanded areas is designated Residential 4-10.

g. If applicable, what is the current shoreline master program designation of the site?

N/A

h. Has any part of the site been classified as a critical area by the city or the county? If so, specify.

No

i. Approximately how many people would reside or work in the completed project?

This is a non-project application. This will be determined at a later date.

j. Approximately how many people would the completed project displace?

0

k. Proposed measures to avoid or reduce displacement impacts, if any:

N/A

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

Compatibility with existing and project land use plans will be determined during the City's processing of this application.

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

There are no such lands in proximity to the site.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

This is a non-project application. This will be determined at a later date.

b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing.

None

c. Proposed measures to reduce or control housing impacts, if any:

N/A

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

This is a non-project application. This will be determined at a later date.

b. What views in the immediate vicinity would be altered or obstructed?

The ridge to the north of the site would eliminate any possible impacts to nearby views from any future development of this site.

c. Proposed measures to reduce or control aesthetic impacts, if any:

This is a non-project application. This will be determined at a later date.

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

This is a non-project application. This will be determined at a later date.

b. Could light or glare from the finished project be a safety hazard or interfere with views?

This is a non-project application. This will be determined at a later date.

c. What existing off-site sources of light or glare may affect your proposal?

This is a non-project application. This will be determined at a later date.

d. Proposed measures to reduce or control light and glare impacts, if any:

This is a non-project application. This will be determined at a later date.

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

None are known

b. Would the proposed project displace any existing recreational uses? If so, describe.

No

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

N/A

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the sited that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.

No

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

No

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archaeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

None are known

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

N/A

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

The site is accessed directly from E Cleveland Avenue, an existing city street.

b. Is site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop.

Yes, one block from the Division bus line, route 25.

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

This is a non-project application. This will be determined at a later date.

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

This is a non-project application. This will be determined at a later date.

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe.

No

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and non-passenger vehicles). What data or transportation models were used to make these estimates? (Note: to assist in review and if known, indicate vehicle trips during PM peak, AM Peak, and Weekday (24 hours).

This is a non-project application. This will be determined at a later date.

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, general describe. *N/A*

h. Proposed measures to reduce or control transportation impacts, if any:

N/A

15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

This is a non-project application. This will be determined at a later date.

b. Proposed measures to reduce or control direct impacts on public services, if any:

This is a non-project application. This will be determined at a later date.

16. Utilities

a. Check utilities currently available at the site:

X electricity X natural gas X water X refuse service

X telephone X sanitary sewer ☐ septic system

Other: *N/A*

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed:

Electrical and natural gas are provided through Avista services and WSG are provided through City of spokane.

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the *agency* must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: *5/9/2021* Signature:

Please Print or Type:

PROJECT PROPONENT:

Name: *David Tucker* Address: *508 E Longfellow Ave.,*

Phone: *(509) 216-5188* *Spokane, WA 99207*

CHECKLIST PERPARER (If different from proponent):

Name: Address:

Phone:

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: Kevin Freibott

Based on this staff review of the environmental checklist and other pertinent information, staff concludes that:

☑ A. There are no probable significant adverse impacts and recommends a Determination of Nonsignificance.

☐ B. Probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.

☐ C. There are probable significant adverse environmental impacts and recommends a Determination of Significance.

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(Do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?
   Future redevelopment would be subject to City of Spokane requirements for control of emissions, discharge, and hazardous materials.

   Proposed measures to avoid or reduce such increases are:
   This would be determined at the time of future development.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?
   There are no such natural resources located on this existing urban site.

   Proposed measures to protect or conserve plants, animals, fish, or marine life are:
   None

2. How would the proposal be likely to deplete energy or natural resources?
   Future redevelopment will be subject to City of Spokane requirements to ensure minimal depletion of energy or natural resources.

   Proposed measures to protect or conserve energy and natural resources are:
   None

3. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands?
   This is not an environmentally sensitive area.

   Proposed measures to protect such resources or to avoid or reduce impacts are:
   None.

4. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

   This site is currently designated for Urban uses and this proposal would continue that development trend.

   Proposed measures to avoid or reduce shoreline and land use impacts are:

   None

5. How would the proposal be likely to increase demands on transportation or public services and utilities?

   Future redevelopment will be subject to City of Spokane requirements and guidelines in order to mitigate any possible increase in demand on transportation, public services, and utilities.

   Proposed measures to reduce or respond to such demand(s) are:

   None

6. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.

   This proposal does not conflict with local, state, or federal laws or requirements for the protection of the environment.

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the *agency* must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: *5/9/2021* Signature:

Please Print or Type:

PROJECT PROPONENT:

Name: *David Tucker* Address: *508 E Longfellow Ave*

Phone: *(509) 216-5188* *Spokane, WA 99207*

CHECKLIST PERPARER (If different from proponent):

Name: Address:

Phone:

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: Kevin Freibott

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☐ C. There are probable significant adverse environmental impacts and recommends a Determination of Significance.

NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(S): Z20-206COMP

PROPONENT: 155 E Cleveland Avenue LLC (Agent: Lindsay M. Kornegay, Witherspoon Kelley); City of Spokane

DESCRIPTION OF PROPOSAL: Amendment of the Land Use Plan Map designation for 33 parcels totaling 6.8 acres from "**Residential 4-10**" to "**Residential 15+**" and a concurrent change of zoning from "**Residential Single-Family (RSF)**" to "**Residential High Density (RHD).**" No specific development proposal is being approved at this time.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: The proposal concerns 33 parcels: 35082.0719 thru .0722; 35082.0801 thru .0804; 35082.0807 thru .0812; 35082.0723 thru .0726; and 35082.0919 thru .0933. These parcels are located at 155 E Cleveland Ave (private application); 2915, 2917, & 2919 N Mayfair Street and 19, 107, 113, 173, 77, 203, 203 ½, 209, 215, 221, 227, 301, 305, 317, 327, & 403 E Cleveland Ave (City-sponsored application). All parcels are located North of E Cleveland Avenue and along E Cora Ave in the Logan Neighborhood.

LEGAL DESCRIPTION: Legal descriptions of all subject properties are available by contacting the City of Spokane. Located in 8-25-43 NW.

LEAD AGENCY: City of Spokane

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

[ ] There is no comment period for this DNS.

[ ] This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.

[X] This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). Comments regarding this DNS must be submitted no later than 5 p.m. on October 12, 2021 if they are intended to alter the DNS.

****

Responsible Official: Louis Meuler

Position/Title: Interim Director, Planning Services **Phone:** (509) 625-6300

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201

Date Issued: September 28, 2021 **Signature:** Louis Meuler (Sep 16, 2021 16:13 PDT)

****

APPEAL OF THIS DETERMINATION, after it has become final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane WA 99201. The appeal deadline is Noon on October 19, 2021 (21 days from the date of the signing of this DNS). This appeal must be on forms provided by the Responsible Official, make specific factual objections, and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

****

2020/2021 Comprehensive Plan Amendments

PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON COMPREHENSIVE PLAN AMENDMENT

FILE Z20-206COMP

A Recommendation of the Spokane Plan Commission to the City Council to APPROVE the Comprehensive Plan Amendment application seeking to amend the land use plan map designation from "Residential 4-10" to "Residential 15-30" for a 3.1-acre area located at 155, 173, 177, 203, 203 ½, 209, 215, 221, 227, 301, 305, 317, 327, & 403 E Cleveland Ave. The zoning designation recommended is "Residential Multifamily (RMF)".

FINDINGS OF FACT:

A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA).

B. Under GMA, comprehensive plans generally may be amended no more frequently than once a year, and all amendment proposals must be considered concurrently in order to evaluate for their cumulative effect.

C. Amendment application Z20-206COMP (the "Application") was submitted in a timely manner for review during the City's 2020/2021 amendment cycle.

D. The Application seeks to amend the land use plan map designation for a 3.1-acre area located at 155, 173, 177, 203, 203 ½, 209, 215, 221, 227, 301, 305, 317, 327, & 403 E Cleveland Ave (the "Properties") from "Residential 4-10" to "Residential 15-30" with a corresponding change in zoning from "Residential Single-Family (RSF)" to "Residential Multifamily (RMF)".

E. The original private application was made requesting a Land Use Plan Map change to "Residential 15-30" and zoning change to "Residential Multifamily" for the parcel located at 155 E. Cleveland Avenue only; an additional 32 properties were added by Spokane Plan Commission through an expansion of the application in August 2021 (see N).

F. Annual amendment applications were subject to a threshold review process to determine whether the applications will be included in the City's Annual Comprehensive Plan Amendment Work Program.

G. On February 17, 2021, an Ad Hoc City Council Committee reviewed the applications that had been timely submitted and forwarded its recommendation to City Council regarding the applications.

H. On April 26, 2021, the City Council adopted Resolution RES 2021-0023 establishing the 2021 Comprehensive Plan Amendment Work Program and included the Application in the Work Program.

I. Thereafter, on May 19, 2021, staff requested comments from agencies, departments, and neighborhood councils. No agency/department/neighborhood council comments were received.

J. On May 20, 2021, the Land Use Subcommittee of the Community Assembly received a presentation regarding the 2021 Comprehensive Plan Amendment Work Program, including the Application.

K. A Notice of Application was published on June 21, 2021 in the Spokesman Review and was mailed to all properties and owners within a 400-foot radius of the subject Properties and any adjacent properties with the same ownership. Signs were also placed on the subject Properties in plain view of the public. The Notice of Application initiated a 60-day public comment period from June 21 to August 20, 2021.

    1. Fifteen public comments were received during this period.

L. On July 14, 2021, the Spokane City Plan Commission held a workshop to study the Application. A second workshop was held August 11, 2021, during which the Plan Commission voted to recommend expansion of the Application area by 32 properties and approximately 6 acres, to consider increasing the proposed land use plan map designation to "Residential 15+", and to consider increasing the proposed zoning to "Residential High-Density (RHD)".

M. On August 5, 2021, the Community Assembly received a presentation regarding the 2021 Comprehensive Plan Amendment Work Program and the Application and was provided with information regarding the dates of Plan Commission workshops and hearings.

N. A Revised Notice of Application was published on August 26, 2021 in the Spokesman Review and was mailed to all properties and owners within a 400-foot radius of the subject Properties and any adjacent properties with the same ownership. Signs were also placed on the subject Properties in plain view of the public. The Revised Notice of Application initiated a 14-day public comment period from August 24 to September 7, 2021.

    1. Two additional public comments were received during this period.

O. A revised Request for Comment was distributed to agencies, departments, and neighborhood councils on August 24, 2021.

    1. Four comments from various departments of the City of Spokane were received.

P. On September 20, 2021, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to the Comprehensive Plan.

Q. On September 28, 2021, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were issued for the Application. The deadline to appeal the SEPA determination was October 12, 2021. No comments on the SEPA determination were received.

    1. Notice of the SEPA Determination for the Application was published in the Official Gazette on September 29 and October 6, 2021.

R. On September 28, 2021, staff published a report addressing SEPA and providing staff's analysis of the merits of the Application, copies of which were circulated as prescribed by SMC 17G.020.060B.8. Staff's analysis of the Application recommended approval of the original Application; no recommendation was issued for the expanded proposal.

S. On September 29 and October 6, 2021, notice was published in the Spokesman Review providing notice of a SEPA Determination of Non-Significance and notice of the Plan Commission Public Hearing.

T. On September 29, 2021, Notice of Public Hearing and SEPA Determination was posted on the Properties and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four-hundred-foot radius of any portion of the boundary of the subject Properties.

U. Two written public comments were received prior to the Plan Commission public hearing.

1. On October 1, 2021, comment was received from a neighborhood resident citing concerns about tenants from future development trespassing on their property and requesting a boundary fence installation.

2. On October 12, 2021, comment was received from a neighborhood resident opposing the application.

V. On October 13, 2021, the Plan Commission held a public hearing on the Application, including the taking of verbal testimony, closed the verbal record, closed the written record as of Monday, October 25, and postponing deliberations until the following hearing date.

1. Four members of the public testified in opposition of the application during the hearing on October 13, 2021, citing concerns about intrusion of higher density residential uses into a single-family neighborhood, as well as increased traffic and overall safety concerns.

W. On October 27, 2021, the Plan Commission conducted its deliberations on this application and voted to recommend the City Council approve this application with the following conditions:

1. Inclusion of the original application parcel and expanded application parcels to the east of 155 E. Cleveland; additional parcels to the west of the original application parcel omitted from the Plan Commission's recommendation (see Exhibits A-C).

2. Land use plan map designation recommendation was changed to Residential 15-30, with a zoning recommendation to Residential Multifamily (RMF).

X. As a result of the City's efforts, pursuant to the requirements of SMC 17G.020.070, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to do so.

Y. Except as otherwise indicated herein, the Plan Commission adopts the findings and analysis set forth in the Staff Report prepared for the Application (the "Staff Report").

Z. The Plan Commission finds that the proposal meets the intent and requirements of the Comprehensive Plan, most specifically the policies under Goal LU 3, Centers and Corridors, concerning the establishment of Center-Type land uses in the City.

AA. The Plan Commission finds that the proposal meets the decision criteria established by SMC 17G.020.030, as described in the Staff Report.

CONCLUSIONS:

Based upon the application materials, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), SEPA review, agency and public comments received, and public testimony presented regarding application File No. Z20-206COMP, the Plan Commission makes the following conclusions for the application as expanded to include the original applicant property and additional properties to the east, with respect to the review criteria outlined in SMC 17G.020.030:

1. The Application was submitted in a timely manner and added to the 2021 Annual Comprehensive Plan Amendment Work Program, and the final review application was submitted as provided in SMC 17G.020.050(D).
2. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.
3. The Application is consistent with the goals and purposes of GMA.
4. Any potential infrastructure implications associated with the Application will either be mitigated through projects reflected in the City's relevant six-year capital improvement plans or through enforcement of the City's development regulations at time of development.
5. As outlined in above in the Findings of Fact, the Application is internally consistent as it pertains to the Comprehensive Plan, as described in SMC 17G.020.030.E.
6. The Application is consistent with the Countywide Planning Policies for Spokane County, the comprehensive plans of neighboring jurisdictions, applicable capital facilities plans, the regional transportation plan, and official population growth forecasts.
7. The Application has been considered simultaneously with the other proposals included in the 2021 Annual Comprehensive Plan Amendment Work Program in order to evaluate the cumulative effect of all the proposals.
8. SEPA review was completed for the Application.
9. The Application will not adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.
10. The Application proposes a land use designation that is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.).
11. The proposed map amendment and site is suitable for the proposed designation.
12. The map amendment would implement applicable comprehensive plan policies better than the current map designation.

RECOMMENDATIONS:

In the matter of Z20-206COMP, a request by Lindsay Kornegay of Witherspoon Kelley on behalf of 155 E Cleveland Avenue Investments LLC and the City of Spokane to change the land use plan designation on 3.1 acres of land, including the original applicant property located at 155 E. Cleveland Avenue and an additional 14 parcels to the east as designated by the Spokane Plan Commission, from "Residential 4-10" to "Residential 15-30" with a corresponding change of the implementing zoning to "Residential Multifamily" (RMF), based upon the above listed findings and conclusions, by a vote of **6 to 2**, the Spokane Plan Commission recommends City Council **APPROVE** the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan with corresponding amendment to the City's Zoning Map, and authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Commission's findings, conclusions, and recommendation on the application.

Todd Beyreuther, President
Spokane Plan Commission
November __, 2021

Z20-206COMP (155 E Cleveland)

Concerning parcel(s) in the Logan Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 10/28/2021

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.

EXHIBIT A: Existing Land Use Plan Map

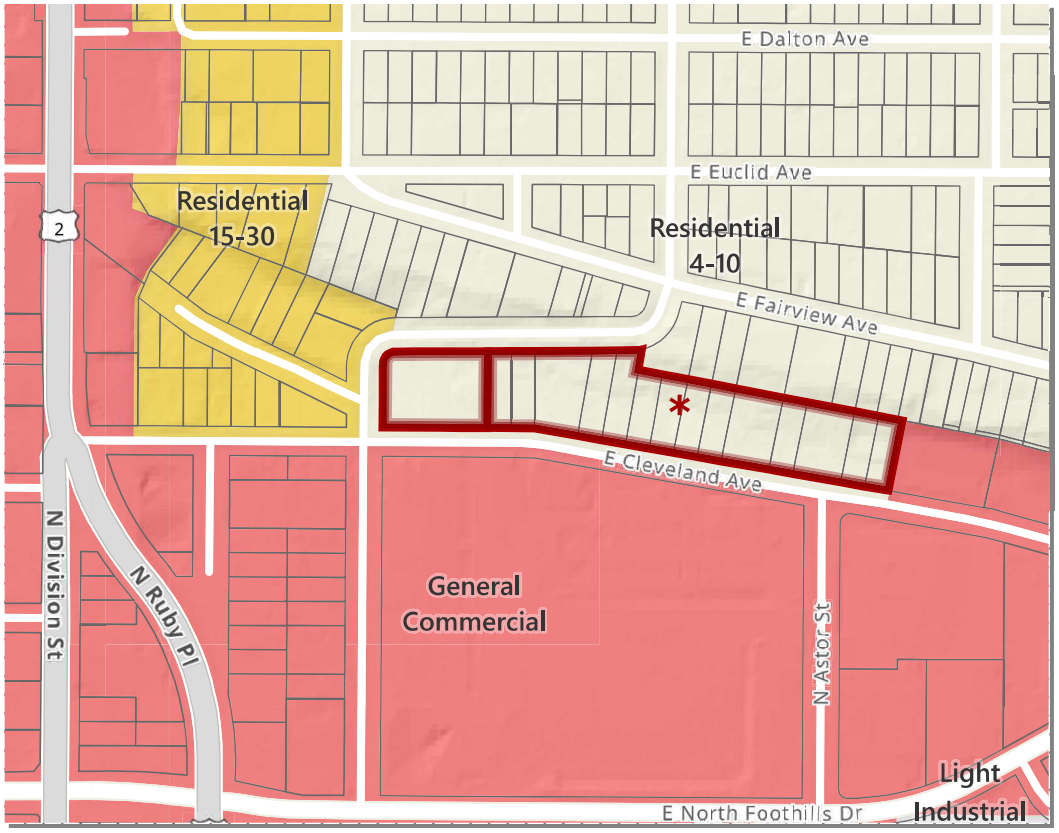
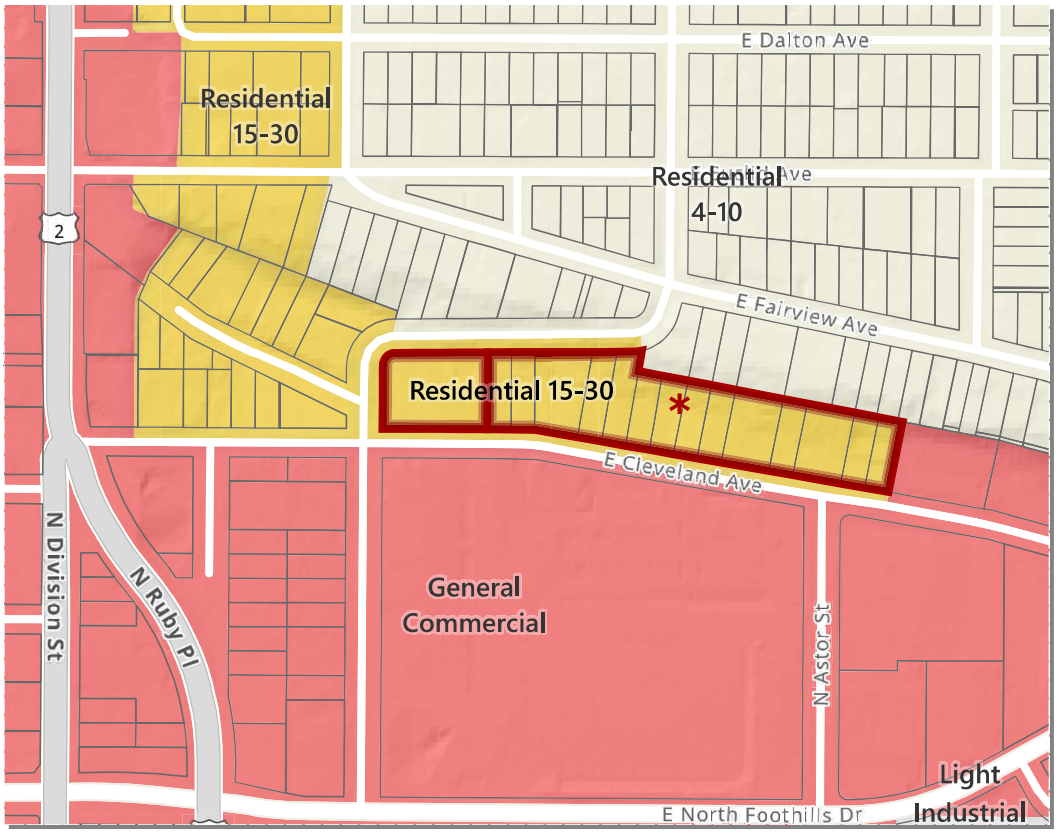


EXHIBIT B: Proposed Land Use Plan Map



Parcels

City Boundary

Land Use Designation

- General Commercial
- Light Industrial
- Res 15-30
- Res 10-20
- Res 4-10

Areas marked with an asterisk * were added to the proposal by the Plan Commission.

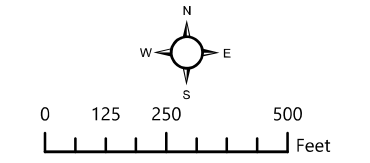
Parcel(s):

Original Proposal: 1 Parcel
35082.0919

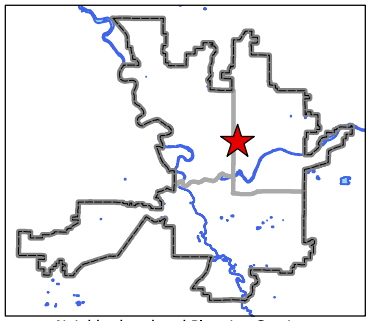
Expanded Proposal = 14 Parcels
35082.0920 thru 0933

Approximate Area:

Original Proposal: 0.8 Acres
Expanded Proposal: 3.1 Acres



PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

Z20-206COMP (155 E Cleveland)

Concerning parcel(s) in the Logan Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 10/28/2021

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.

Parcels

City Boundary

Proposed Zoning

- General Commercial
- Light Industrial
- Residential Multifamily
- Residential Two-Family
- Residential Single-Family

Areas marked with an asterisk * were added to the proposal by the Plan Commission.

Parcel(s):
Original Proposal: 1 Parcel
35082.0919

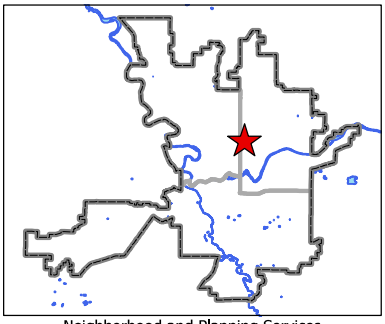
Expanded Proposal = 14 Parcels
35082.0920 thru 0933

Approximate Area:
Original Proposal: 0.8 Acres
Expanded Proposal: 3.1 Acres

N
W E
S

0 125 250 500 Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

EXHIBIT C: Existing Zoning

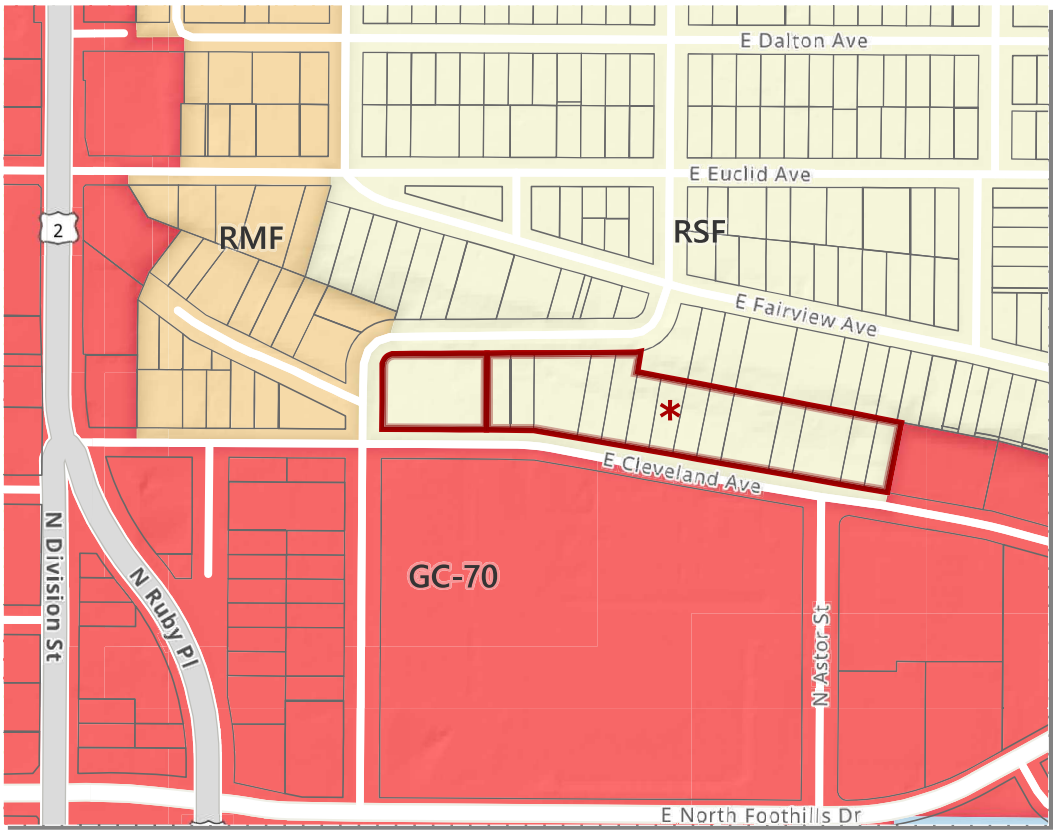
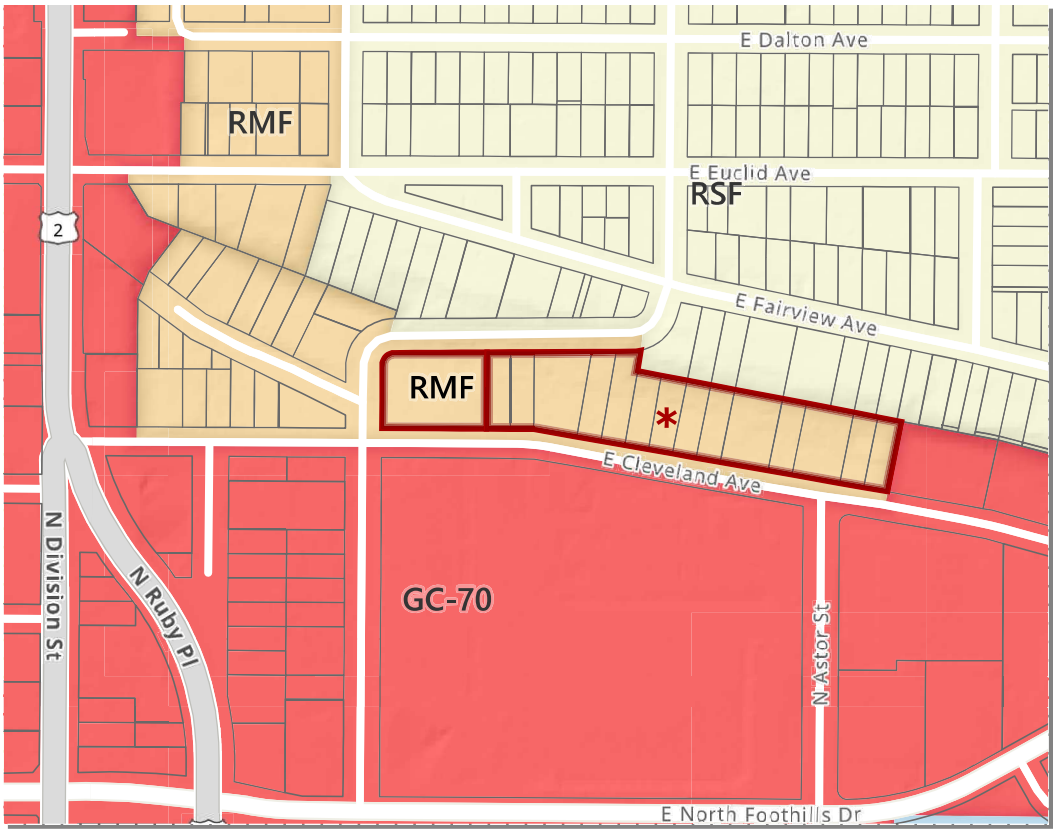


EXHIBIT D: Proposed Zoning



Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

Z20-206COMP (155 E Cleveland)

Concerning parcel(s) in the Logan Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 10/28/2021

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.

EXHIBIT F: Detail Aerial

Subject Parcels

Areas marked with an asterisk * were added to the proposal by the Plan Commission.

Parcel(s):

Original Proposal: 1 Parcel
35082.0919

Expanded Proposal = 32 Parcels
35082.0719 thru .0722
35082.0801 thru .0804
35082.0807 thru .0812
35082.0723 thru .0726
35082.0920 thru .0933

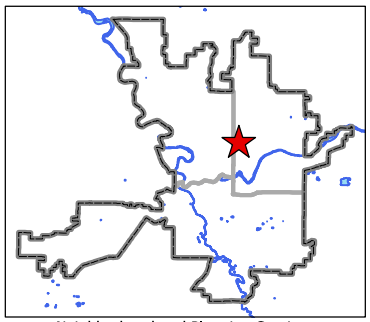
Approximate Area:

Original Proposal: 0.8 Acres
Expanded Proposal: 6.0 Acres

EXHIBIT G: Wide Area Aerial

N
W E
S

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

Findings and Conclusions - Z20-206COMP Document 6 of 6.

Final Audit Report 2021-11-08

Created:	2021-11-05
By:	Jackie Churchill (jchurchill@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvxEUipLA36Pi3SsOy6WF0Cn981ZIdfq2

"Findings and Conclusions - Z20-206COMP Document 6 of 6." History

Document created by Jackie Churchill (jchurchill@spokanecity.org)
2021-11-05 - 3:03:33 AM GMT- IP address: 73.83.158.109

Document emailed to Todd Beyreuther (tbeyreuther@spokanecity.org) for signature
2021-11-05 - 3:04:17 AM GMT

Email viewed by Todd Beyreuther (tbeyreuther@spokanecity.org)
2021-11-08 - 8:10:04 PM GMT- IP address: 73.11.187.178

Document e-signed by Todd Beyreuther (tbeyreuther@spokanecity.org)
Signature Date: 2021-11-08 - 8:13:33 PM GMT - Time Source: server- IP address: 73.11.187.178

Agreement completed.
2021-11-08 - 8:13:33 PM GMT

Adobe Sign

Freibott, Kevin

From: Johnson, Erik D.
Sent: Wednesday, June 2, 2021 9:44 AM
To: Freibott, Kevin
Subject: FW: RFC for Comp Plan Map Amendment Proposal - 1015 W Montgomery Ave
Attachments: RFC - 1015 W Montgomery - Z20-207COMP.pdf; RFC - 155 E Cleveland - Z20-206COMP.pdf; RFC - 120 N Magnolia - Z20-194COMP.pdf

Kevin,

I took a look at these Comp Plan Land Use Map Amendments and have no Engineering concerns. Comments relating to access, the design of water, sewer, street improvements, and stormwater will be addressed as part of building permit review.

Thanks,

Erik Johnson | City of Spokane | Engineering Technician IV
☎*Office* 509.625.6445 | *Cell* 509.995.0870 | edjohnson@spokanecity.org

FIND US LIKE US FOLLOW US

From: Note, Inga
To: Freibott, Kevin
Subject: RE: Question for you regarding possible expansion of Z20-206COMP
Date: Thursday, July 29, 2021 2:22:15 PM
Attachments: image008.png
image009.png
image010.png

Kevin,
I don't think one would be needed, unless members of the public (or PC or Council) want to know what the difference it.

It's on a bike route and next to the future Division HPT route. We don't have bus stops convenient to the site right now but that could change as they go through the design process.

Looks like a good spot for higher density to me.
Thanks
Inga

From: Freibott, Kevin <kfreibott@spokanecity.org>
Sent: Thursday, July 29, 2021 10:07 AM
To: Note, Inga <inote@spokanecity.org>
Subject: Question for you regarding possible expansion of Z20-206COMP

Good morning, Inga. If you have a moment, could you answer a question for me? Plan Commission is considering possibly expanding Application Z20-206COMP. The original application property is shown in a red outline on the zoning map below, seeking to change that one site from RSF to RMF. The PC would like to discuss the following possible options:

1. Expand the application to include the red AND blue areas (14 more properties and about 3 more acres).
2. Expand the application to include all three areas (red, green, and blue) AND up the zoning to RHD-55 (about 11 acres total).

If the Plan Commission were to take one of these two options (and we don't know yet if they will) would that trigger the need for any traffic studies, trip memo, etc.?

Thanks for your help.

Kevin

From: Van Gelder, Christopher
To: Freibott, Kevin
Subject: RE: Revised request for comments Comprehensive Plan Land Use Map Amendment Proposal
Date: Wednesday, August 25, 2021 10:33:55 AM
Attachments: image005.png
image007.png
image008.png
image009.png

Hello,

There are **no** LIDs associated with these parcels.

Thanks!

Chris Van Gelder | Treasury Accounting Clerk
509.625.6091 | spokanecity.org

Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. - Chapter 42.56 RCW

From: Fredrickson, Beryl
To: Studer, Duane; Sakamoto, James; Nilsson, Mike
Cc: Freibott, Kevin; Searl, Loren; Davis, Marcia
Subject: RE: Revised request for comments Comprehensive Plan Land Use Map Amendment Proposal
Date: Wednesday, August 25, 2021 11:28:52 AM
Attachments: image006.png
image007.png
image008.png
image002.png
image004.png

Duane,

The fire flow rate requirements will likely be above 1,000 gpm for apartment complexes. Fire flow rates will likely be 1,500-2,000 gpm for High Density Residential. Based on a single feed water line, an 8-inch main would be required. The pressure also drops on average 20 psi one block to the north because the hillside is so steep. Mayfair St would be a possible location for looping to provide interconnection. The current network consists of 6-inch mains feeding this area with pressures ranging between 70 and 50 psi. The developments will have to consider the number of stories vs the pressures that can be served or provide a private internal boosting system.

We will have another chance to provide water system review when developments are proposed but generally I would agree that some improvement will be required eventually.

Thank you,

B
Senior Engineer | City of Spokane
509.625-6008| bfredrickson@spokanecity.org| www.spokanecity.org

---

From: Studer, Duane <dstuder@spokanecity.org>
Sent: Wednesday, August 25, 2021 8:45 AM
To: Sakamoto, James <jsakamoto@spokanecity.org>; Fredrickson, Beryl <bfredrickson@spokanecity.org>; Nilsson, Mike <mnilsson@spokanecity.org>
Cc: Freibott, Kevin <kfreibott@spokanecity.org>; Searl, Loren <lsearl@spokanecity.org>
Subject: RE: Revised request for comments Comprehensive Plan Land Use Map Amendment Proposal

Jim or Mike,

1. Is this being evaluated by anyone from a capacity standpoint and potential impact to utilities? I read this as more townhouses and apartments (more demand than previously planned for this area). It's not on the edge of the system, but is on a dead end I believe.
2. I'm wondering how does our "system" compensate for unexpected demand increases like this. Can we add a rider clause that requires utility improvements to the proposer at the time of development?

B,

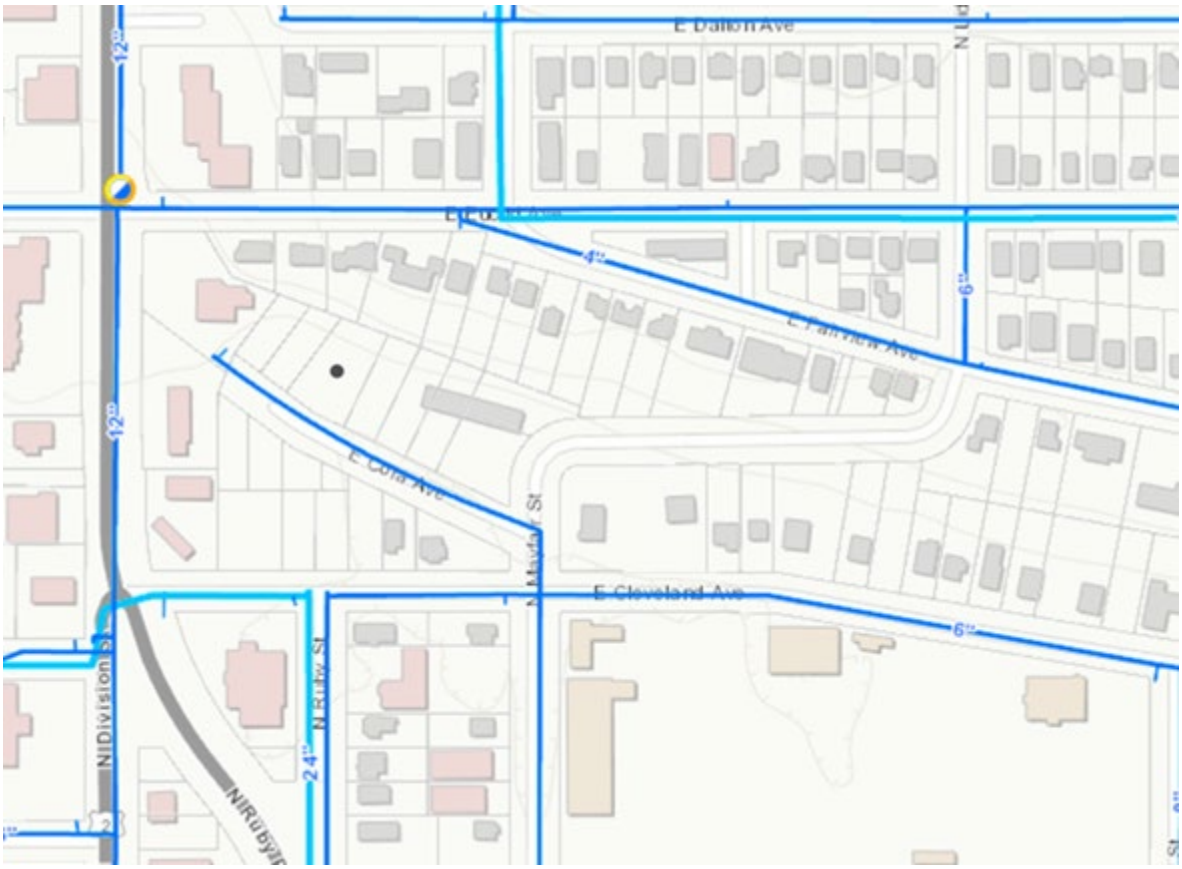
They didn't give a map, but it looks like a dead end 6" line. Any concerns there, or is a loop or an 8" needed?

Note from City of Spokane Staff:

The proposal classified as File Z20-206COMP has been recommended for expansion and modification by the Spokane Plan Commission, adding 33 parcels and an area of approximately 6.0 acres to the project area, amending the proposed Land Use Map Designation to Residential 15+, and amending the proposed Zoning to Residential High-Density.

The properties added to the proposed by Plan Commission include:

Parcel	Address
35082.0719	19 E Cora Avenue
35082.0720	23 E Cora Avenue
35082.0721	25 E Cora Avenue
35082.0722	43 E Cora Avenue
35082.0801	Unassigned Address
35082.0802	26 E Cora Avenue
35082.0803	22 E Cora Avenue
35082.0804	18 E Cora Avenue
35082.0807	19 E Cleveland Avenue
35082.0808	25 E Cleveland Avenue
35082.0809	29 E Cleveland Avenue
35082.0810	103 E Cleveland Avenue
35082.0811	107 E Cleveland Avenue
35082.0812	113 E Cleveland Avenue
35082.0723 thru 35082.0726	2919 N Mayfair Street
35082.0920	173 E Cleveland Avenue
35082.0921	177 E Cleveland Avenue
35082.0922	203 E Cleveland Avenue
35082.0923	209 E Cleveland Avenue
35082.0924	215 E Cleveland Avenue
35082.0925	221 E Cleveland Avenue
35082.0926	227 E Cleveland Avenue
35082.0927	301 E Cleveland Avenue
35082.0928	305 E Cleveland Avenue
35082.0929	317 E Cleveland Avenue
35082.0930	323 E Cleveland Avenue
35082.0931	327 E Cleveland Avenue
35082.0932	403 E Cleveland Avenue
35082.0933	407 E Cleveland Avenue


E Dallon Ave
12"
12"
E Cora Ave
N Maple St
E Cleveland Ave
6"
N Division St
N Ruby St
24"

Duane.

Planning Services Dept

Mr. KEVIN FREIBOTT

We need more single house, not to 5 or more apartments on 155 E Cleveland Spokane Wa #35062.0919

Dated this 18th Aug 2021

Sign x Cheryl Louie

Name CHERYL LOUIE

Add 218 E FAIRVIEW
SPOKANE WA 99207

Phone 509-[redacted]
294-0088

8/18/21

Staff Note:
This letter was submitted twice, once on August 19, 2021 and again on September 13. Both letters were identical.

To the city of Spokane
Planning Commissioner.
Planning Services Dept

Mr. Kevin Freibott and Manager.

Propose Land use change, zone change etc.
155 E Cleveland Ave
Parcels # 35082.0919 and others

The parcels can build 4 houses already too much
It was one house on the parcels., Max allow should 1-4
units on the parcels.

More than that among; the traffic, environmental impact, parking, noise, crimes, fire department over load, and all other apartments problems will come with this project.
Just a few block away already have 100 or more of new apartments build, the new school that build, more of other big apartments are going to build. it will affecting all of our life that we don't deserve it, go build all those big apartments in the new development land and area please. don't destroy our daily life. no to the Land + zone change "Residential 15-30."
no to the change to Residential Multifamily

Dated This 18th Aug 2021

X Andy Louie

NAME ANDY LOUIE
Add 162 E FAIRVIEW
SPOKANE WA 99207
PHONE 509-216-6776

Staff Note:
This letter was submitted twice, once on August 19, 2021 and again on September 13. Both letters were identical.

Planning Services Dept
Ms. Kevin Freibott
Rf: 155 E Cleveland Ave Spokane Wa
35082.0919

It is too Many Apartments built around here already. crimes, Traffic, Drugs, Parkings. drinks increase so many folds, please stop building more apartments build some single residence house please!
no to zone change To parcels 35082.0919 and all others

Dated this 18-Aug 2021

x [signature] 509-251-2

Name ALVIN LOUIE
Add. 208 E FAIRVIEW
Spokane Wa 99207
Phone

Staff Note:
This letter was submitted twice, once on August 19, 2021 and again on September 13. Both letters were identical.

Planning Service Dept.

TO. KEVIN FREIBOTT.

REF. 155 E CLEVELAND AVE SPOKANE WA

PARCEL # 35082-0919

30 units apartments may have 50 more cars. they may park everywhere, infront of someones driveway. there's been a lot of Compant about that, please stop the big apartment, no zone change!

Dated this 18th Aug 2021

Sign

NAME ALBERT LOUIE

Add 317 E FAIRVIEW

SPOKANE WA 99207

Phone 509-201-7683

Staff Note:
This letter was submitted twice, once on August 19, 2021 and again on September 13. Both letters were identical.

Planning Service Dept

TO. KEVIN FREIBOTT.

REF. 155 E CLEVELAND AVE SPOKANE WA

PARCEL # 35082-0919

30 units apartments may have 50 more cars, they may park everywhere, infront of someones driveway, there's been a lot of Compant about that, Please stop the big apartment, no zone change!

Dated this 18th Aug 2021

Sign

NAME Khalla Saunders

Add 317 E FAIRVIEW

SPOKANE WA 99207

Phone 509-979-5731

Staff Note:
This letter was submitted twice, once on August 19, 2021 and again on September 13. Both letters were identical.

To Planning Service Dept.
ATTN: Karen Fraibott, Assistant Planner
RE: File No. Z20-206
Comp. 155
E. Cleveland Avenue
Parcil #35020.0919

- People use Addison St. to Fairview Ave (my street) to Ridgewood / Ruby St. (past the lot in question) to N. Foothills Dr. as a short cut to Division St.
- They drive as fast as they possibly can down E. Fairview which is a two lane street with cars parked on both sides.
- They turn south on Ridgewood / Ruby St. going down a hill with two blind curves. It's one-way until you round the second curve where it suddenly becomes two-way a block from the corner of Cleveland Ave. to give access to the apartment building across the street from the proposed apartment complex.

- Confusing? Dangerous? Confusing and dangerous is what traffic will be like with a thirty unit apartment complex crammed into that corner. Thats a possibility of sixty cars!
- Where are they going to park? Cleveland Ave. is also a two-lane street with no wiggle room.

August 18, 2021

Lynn Shirrill
408 E. Fairview Ave
Spokane WA 99207
509-487-7308

Staff Note:
This letter was submitted twice, once on August 19, 2021 and again on September 13. Both letters were identical.

Aug 20, 2021

To Planning Service Department

Attn: Kevin Freibott, Assistant Planner

Re: File no. Z20-206 COMP, 155 E. Cleveland Ave
Parcel # 35082.0919

I am reaching out in regards to the change of zoning from RSF to RMF. There are many concerns my family and neighbors have with this plan.

1. The traffic will significantly increase. There is a car lot where cars are being test driven all day at the end of the block in between Ruby & Mayfair.
There is also a Crematory and funeral home off of Cleveland between Mayfair & Ruby also. There is congestion and parking issues when they host a service.
Not to mention also a gas station which also gets busy.

2. If there should be a car accident on Ruby, Division, or N. Foothills Drive, traffic is diverted through this neighborhood which also causes people to speed and drive up N. Mayfair St to Ridgewood the wrong direction on the One Way Street.

3. The hillside behind this lot recently caught fire. If it should catch fire again, it could potentially put many structures and even lives at risk with traffic jams and limited

Pg 1

routes for the fire department and evacuation.

4. Ruby and Division Street is already very busy and loud with so much traffic. We hear sirens all day and with another multi family complex, it would increase the noise and possibly increase the crime and garbage we already deal with in this area.

Our ask is that you consider not increasing this lot to a multi family zone for these reasons.

We are already seeing so many Apartment Complexes popping up around us.

We appreciate your time in hearing our concers.

Sincerely,

Nanci Lapham
173 E. Cleveland Ave,
99207
509-570-3666

8/14/21

Staff Note:
This letter was submitted twice, once on August 19, 2021 and again on September 13. Both letters were identical.

From: Brandon Brown
To: Freibott, Kevin
Subject: 155 e Cleveland ave
Date: Friday, August 20, 2021 1:11:20 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

My name is Brandon brown and i live at 211 e Fairview, I am against building an apartment complex at the Cleveland location due to the lack of room for the excess traffic.

From: Luana Louie
To: Freibott, Kevin
Subject: 155 E Cleveland (File No. Z20-206COMP)
Date: Friday, August 20, 2021 12:56:17 PM
Attachments: 155 E Cleveland Ave.docx

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Kevin,

I am a resident of the Logan Neighborhood, and would like to submit my written comments in regards to the zoning change for 155 E Cleveland Ave. You will find my letter attached to this e-mail. Please feel free to contact me if you need any other information. I appreciate your assistance.

Thank you,

Luana Louie
509-294-6762
luanakul@hotmail.com

August 20, 2021

Luana Louie
220 E Fairview Avenue
Spokane, WA 99207

Planning Services Department
Attn: Kevin Freibott, Assistant Planner
808 West Spokane Falls Boulevard
Spokane, WA 99201-3333

To all decision-making parties in regards to FILE NO. Z20-206COMP, 155 E Cleveland Ave,

My name is Luana Louie and I live at 220 E Fairview Avenue with my husband, Alex Louie, and our daughter. We have lived in this home for 8 years now, and Alex has lived in this neighborhood his entire life. We are invested in the community and want to see positive changes in terms of safety and peaceful living. Unfortunately, there has been an increase in traffic (both by pedestrians and vehicles) that pass through our streets. There are already a number of multi-family dwellings within close proximity which contribute to this effect. Our main concern is that the majority of apartment renters are looking for temporary housing with no commitment to the environment around them.

The property in question is less than one acre in area. I understand that from a business perspective, it may be very profitable to extract as much rental revenue as possible, but this comes with consequences for those who are trying to raise a family in an affordable location. We do not have the privilege of relocating in this current housing market. With that being said, there are other areas that are less congested and would therefore be more suitable for building a multi-family housing complex. Therefore, our family strongly opposes this proposal as we will have to personally suffer for the possible outcome. Please seriously consider our concerns when making a decision on this matter.

Thank you,

Luana Louie
509-294-6762

From: Bill Rossey
To: Freibott, Kevin
Subject: File No Z20-206COMP, 155 E Cleveland
Date: Friday, August 20, 2021 4:30:44 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

I am STRONGLY! opposed to this request for rezoning of property. The new complex already being built on the corner of Hamilton & Foothills is going to exacerbate the current traffic backup at Foothills & Division, and this project would needlessly add to the problem. There is already existing multi family housing across the street. I urge the city to REJECT!!!! this proposal. Don't let developers destroy the fragile balance of living space in this neighborhood.

Respectfully
Bill Rossey
2832 N Ruby St
Spokane, WA 99207

From: Joycelynn Straight
To: Freibott, Kevin
Subject: Comment re Z20-206COMP 155 E. Cleveland Ave.
Date: Friday, August 20, 2021 3:04:45 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Kevin Freibott
Planning and Economic Development Department
City of Spokane
808 W Spokane Falls Boulevard
Spokane, WA 99201

Dear Mr. Freibott,

I am in support of the change from Residential 4-10 to Residential 15-30 in Spokane's Comprehensive Plan for the property at 155 E. Cleveland for the following reasons:

1. Our city is in desperate need of housing. Changing this property to Residential 15-30 in order to build multi-family units would help in that effort. The parcel across the street already has a three-story apartment building on it, so this change would fit right in.

2. This parcel, which used to have a dwelling on it, but is now mostly empty, is underused. Multi-unit housing would be the highest and best use of this property;

3. Building multi-unit housing on it would meet the goal of "in-fill housing construction", an endeavor our community has been advocating as a useful and mostly painless means to increase our housing stock;

4. The neighborhood this parcel is in is currently somewhat blighted due to trashy/weedy/empty lots, drug transactions, illegal camping, and a lot of trespassing on private property by the homeless population;

5. The lot is currently an empty, weedy field that by its nature constitutes a fire danger. In fact, on June 24th, a fire started in a similar, but larger empty, weedy field 4 lots west of this parcel. That fire burned/damaged houses on the hillside above it.

6. Parcels with more residents, i.e. multi-family units, mean more "eyes" watching out for the neighborhood.

If the change is approved, and the time comes when a specific multi-family project is proposed though, I would ask two things: that the one-way street above the parcel be widened and changed to a two-way street; and the sewer system on Cleveland and around the corners on Ruby be upgraded, because an additional load on it will probably increase the already rank smell that emanates from beneath the sewer covers in that area.

Thank you,

Joycelynn Straight
42 E. Euclid, Apt E
Spokane, WA 99207
509-869-8928

From: Dumb Founded
To: Freibott, Kevin
Subject: Revisions file z20-206comp
Date: Sunday, August 29, 2021 1:07:07 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

I like the idea if, you also change the intersection at ledgerwood and Fairview. I have video of dangerous activities of drivers. Also force Andy Louie too clean up the neighborhood and clean the drugs and house that are all just a disgraceful. And I as a tenant and have been and still keep having our tenants rights broken and just harassed. But anyways our family supports making Spokane Great

From: Mistie Livingston
To: Freibott, Kevin
Subject: RE: Cleveland Avenue Comprehensive Plan Amendment
Date: Saturday, August 28, 2021 3:57:04 PM
Attachments: image001.png

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello,

I am inquiring about the below amendment and would like additional information to what the plan is?
Is the intention to put condos?
High end apartments?
Low cost housing apartments?
Please provide as much information as possible to me so that I can make an informed decision to make a comment.

Thank you,
Mistie

From: Alex Dressel
To: Freibott, Kevin
Cc: Mom
Subject: Z20-206COMP
Date: Wednesday, September 1, 2021 3:18:51 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Kevin,
we have no objections to the proposed rezone of the RHD expansion in this application. I'd appreciate a chance to discuss another location if you would call me for a brief conversation.

Thank you,

--
Alex Dressel
(509) 991-5947
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From: Chris Marino Hardin
To: Freibott, Kevin
Subject: Comments on Zoning changes
Date: Thursday, September 2, 2021 6:37:54 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello,
I love to see denser zoning going in! It would make my day to see better bicycle/public transit infrastructure follow as a result.

I wanted to comment on the Euclid street that seems to be the dividing line of zoning changes; I know it makes topographical sense to use this as the line (top of the hill), but it actually doesn't make great logical sense. If you turn west onto Euclid from Nevada, roughly 90% of the houses on the *north* side of the street are multifamily for several blocks, yet it is all zoned single-family (the duplexes and triplexes are grandfathered in).

I just wanted to comment that I feel like the north side of Euclid should also be zoned 1-4 units multifamily. Thanks for your work!

- Chris Hardin
(509) 230-5359

From: Scott Sciuchetti
To: Freibott, Kevin
Subject: Cleveland Avenue project
Date: Thursday, September 2, 2021 9:22:43 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello,

As a land owner overlooking this proposed change from the top of the hill on Euclid Avenue, we are concerned about the possibility of a tall building blocking our view on this project.

What will the height requirement be if this change to the zoning takes place?

Thank you

Scott Sciuchetti (on behalf of my mother Carol Sciuchetti)

File Z20-206COMP (Cleveland Avenue) -- The following properties are included in this proposal. The original property is marked in bold text. The Spokane Plan Commission recommended the remaining parcels be included in the proposal.

Parcel #	Address	Owner	Legal Description	Zoning	Land Use	Acres
35082.0719	19 E CORA AVE	GUBLER, SUSAN	MORGANS JM RES B3TO18 L25 B9	RMF	R 15-30	0.13
35082.0720	23 E CORA AVE	DRESSEL, VINCENT & JANET	MORGANS JM RES B3TO18 L26 B9	RMF	R 15-30	0.14
35082.0721	25 E CORA AVE	DRESSEL, A	MORGANS JM RES B3TO18 L27-28 B9	RMF	R 15-30	0.29
35082.0722	43 E CORA AVE	TUCKER, DAVID R & TAMALA D	MORGANS JM RES B3TO18 L29 B9	RMF	R 15-30	0.18
35082.0723	2919 N MAYFAIR ST	COPPERWOOD, LLC	MORGANS JM RES B3TO18 L30 B9	RMF	R 15-30	0.18
35082.0724	113 E CORA AVE	COPPERWOOD, LLC	MORGANS JM RES B3TO18 L31 B9	RMF	R 15-30	0.19
35082.0725	2915 N MAYFAIR ST	COPPERWOOD, LLC	MORGANS JM RES B3TO18 SLY 100FT L32-33 B9	RMF	R 15-30	0.25
35082.0726	Unassigned Address	COPPERWOOD, LLC	MORGANS JM RES B3TO18 EXC THE SLY 100FT L32-33 B9	RMF	R 15-30	0.20
35082.0801	Unassigned Address	DRESSEL, VINCENT G & JANET L	MORGANS JM RES B3TO18 E40FT L1 B10	RMF	R 15-30	0.03
35082.0802	26 E CORA AVE	DRESSEL ETUX, V	MORGANS JM RES B3TO18 W60FT OF L1 B10	RMF	R 15-30	0.08
35082.0803	22 E CORA AVE	DRESSEL ETUX, V	MORGANS JM RES B3TO18 L2 B10	RMF	R 15-30	0.10
35082.0804	18 E CORA AVE	DRESSEL ETUX, V	MORGANS JM RES B3TO18 L3 B10	RMF	R 15-30	0.13
35082.0807	19 E CLEVELAND AVE	DRESSEL ETUX, V	MORGANS JM RES B3TO18 L10-11 B10	RMF	R 15-30	0.26
35082.0808	25 E CLEVELAND AVE	DRESSEL ETUX, V	MORGANS JM RES B3TO18 L12 B10	RMF	R 15-30	0.14
35082.0809	29 E CLEVELAND AVE	DRESSEL, VINCENT G & JANET L	MORGANS JM RES B3TO18 L13 B10	RMF	R 15-30	0.14
35082.0810	103 E CLEVELAND AVE	DRESSEL ETUX, V G	MORGANS JM RES B3TO18 L14 B10	RMF	R 15-30	0.15
35082.0811	107 E CLEVELAND AVE	SIZEMORE, RICHARD JONATHON	MORGANS JM RES B3TO18 L15 B10	RMF	R 15-30	0.12
35082.0812	113 E CLEVELAND AVE	BENLITIFAH, LUAE K	MORGANS JM RES B3TO18 L16-17 B10	RMF	R 15-30	0.19
35082.0919	**155 E CLEVELAND AVE**	**155 E CLEVELAND AVENUE INVESTMENTS LLC**	**MORGANS JM RES B3TO18 L19TO22 B6 &VAC STP S OF&ADJ L19 -20**	**RSF**	**R 4-10**	**0.78**
35082.0920	173 E CLEVELAND AVE	TANPHANTOURATH, MANIVANH	MORGANS JM RES B3TO18 L23 B6	RSF	R 4-10	0.18
35082.0921	177 E CLEVELAND AVE	NORWOOD, JUSTIN	MORGANS JM RES B3TO18 L24 B6	RSF	R 4-10	0.18
35082.0922	203 E CLEVELAND AVE	DAVIS, KYLE T	MORGANS JM RES B3TO18 L25-26 B6	RSF	R 4-10	0.40
35082.0923	209 E CLEVELAND AVE	JOHNSON, JESSE L	MORGANS JM RES B3TO18 L27 B6	RSF	R 4-10	0.21
35082.0924	215 E CLEVELAND AVE	LYMAN/YANCER	MORGANS JM RES B3TO18 L28 B6	RSF	R 4-10	0.22
35082.0925	221 E CLEVELAND AVE	LYMAN, KENNETH W / YANCER, SUSAN L	MORGANS JM RES B3TO18 L29 B6	RSF	R 4-10	0.18
35082.0926	227 E CLEVELAND AVE	KEARNEY, MITCHELL L	MORGANS JM RES B3TO18 L30 B6	RSF	R 4-10	0.19
35082.0927	301 E CLEVELAND AVE	MACALUSO, SCOTT	MORGANS JM RES B3TO18 L31 B6	RSF	R 4-10	0.18
35082.0928	305 E CLEVELAND AVE	BROWN, JOELLLE RUDENICK & DAVID WILLIAM	MORGANS JM RES B3TO18 L32 B6	RSF	R 4-10	0.18
35082.0929	317 E CLEVELAND AVE	KOLLER, GREGORY J & CYNTHIA A	MORGANS JM RES B3TO18 L33-34 B6	RSF	R 4-10	0.35
35082.0930	323 E CLEVELAND AVE	KOLLER, GREGORY J	MORGANS JM RES B3TO18 L35 B6	RSF	R 4-10	0.17
35082.0931	327 E CLEVELAND AVE	REID, SCOTT A	MORGANS JM RES B3TO18 L36-37 B6	RSF	R 4-10	0.35
35082.0932	403 E CLEVELAND AVE	KOLLER, GREGORY J	MORGANS JM RES B3TO18 L38 B6	RSF	R 4-10	0.17
35082.0933	407 E CLEVELAND AVE	ORCUTT, JAMES A & JODIE A	MORGANS JM RES B3TO18 L39 B6	RSF	R 4-10	0.17

Source: Spokane County Assessor Parcel Record

Memo

Additional Comments Received: Comp Plan Amendments

Department of Planning Services

Date: November 8, 2021

From: Kevin Freibott, Assistant Planner II

To: Spokane City Council

Since the publication of the Staff Reports for the various proposed Comprehensive Plan Amendments, the City has received numerous additional written comments. These are not included in the Staff Reports and, thus, I have included them here for your review and consideration. The attached comments concern application **File Z20-206COMP**, Cleveland Avenue.

Please note that in addition to the attached comments, some previously submitted letters were submitted again, verbatim. As those were merely photocopies of the original letters, I have not included them in the attachment here. All letters attached to this memo are from new commenters or represent unique comments on the proposal.

Freibott, Kevin

From: Kelly Cline <69keldar69@gmail.com>
Sent: Friday, October 1, 2021 8:24 PM
To: Freibott, Kevin
Subject: File # Z20-206COMP, 155 Cleveland
Attachments: 20211001_201951~2.jpg

Follow Up Flag: Follow up
Flag Status: Flagged

[CAUTION - EXTERNAL EMAIL - Verify Sender]

I am writing regarding the proposal to amend the land use designation for the 33 parcels referenced in a letter I received. I am concerned about how the development would affect our property at 34 E Euclid and am writing to request a boundary fence installation. We do not want tenants from the proposed development coming on to our parcel and request a fence be built to separate the project from our property. Please advise. Thank you for your consideration in this matter. - The Clines at 34 E Euclid Ave, Spokane, WA 99207

Freibott, Kevin

From: Richard Sizemore <rjsizemore1000@gmail.com>
Sent: Tuesday, October 12, 2021 1:25 PM
To: Freibott, Kevin

Follow Up Flag: Follow up
Flag Status: Flagged

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello Kevin,

I am the resident who lives at 107 E. Cleveland My property is bound by E. Cleveland and Cora.
I am the person who will be the most affected by any construction on the adjacent property.
I am not in favor of the amendment Z20-206COMP, 155 E Cleveland Ave., as I think it is more encompassing than is needed at the time.
I am willing to discuss the situation with effected parties.

Thank You

RJ Sizemore
(509) 850-1620
rjsizemore1000@gmail.com

Sent from my iPad

RECEIVED
OCT 12 2021
PLANNING & DEVELOPMENT

Planning Services Dept

RECEIVED
SEP 13 2021
PLANNING & DEVELOPMENT

Mr. KEVIN FREIBOTT

We need more single house, no to 5 or more apartments on 155 E Cleveland Spokane Wa #35062.0919 no RHD. NO Zone change

~~10th Sept~~
Dated this ~~18th Aug~~ 2021
12th Oct 2021

Sign x Cheryl Louie
Name CHERYL LOUIE

Addd 218 E FAIRVIEW
SPOKANE WA 99207
Phone 509 [redacted]
294-0088

8/18/21

RECEIVED
AUG 19 2021
PLANNING & DEVELOPMENT

No to P2 no zone change!

RECEIVED
OCT 12 2021
PLANNING & DEVELOPMENT

Planning Service Dept

TO. KEVIN FREIBOTT.

REF. 155 E CLEVELAND AVE SPOKANE WA

PARCEL's # 35082-0919

30 units apartments may have 50 more cars. they may park everywhere, infront of someones driveway. there's been a lot of Compant about that, please stop the big apartment, no zone change!

10th Oct 2021

Datech this ~~18th Aug~~ 2021

Sign Bryanna Dutlacuay

NAME Bryanna Dutlacuay

Add 218 E Fairview Ave

SPOKANE WA 99207

Phone 3099348490

No to P2 No to zone change!

RECEIVED
OCT 12 2021
PLANNING & DEVELOPMENT

Planning Service Dept

TO. KEVIN FREIBOTT.

REF. 155 E CLEVELAND AVE SPOKANE WA

PARCEL's # 35082-0919

30 units apartments may have 50 more cars. they may park everywhere, infront of someones driveway. there's been a lot of Compant about that. Please stop the big apartment, no zone change!

12th Oct 2021

Dated this ~~18th Aug~~ 2021

Sign

NAME BRIAN GLANDT

Add 218 E Fairview Ave

SPOKANE WA 99207

Phone 509-939-8578

No to P2 No zone change!

RECEIVED
OCT 12 2021
PLANNING & DEVELOPMENT

Planning Services Dept
Mr. Kevin Freibott
Rf: 155 E Cleveland Ave Spokane Wa
35082.0919

It is too many Apartments built around here already. crimes, Traffic, Drugs, Parking. drinks increase so many folds, please stop building more apartments build some single residence house please!
no to zone change to parcels 35082.0919 and all others

12 OCT 2021
Dated this ~~18 Aug~~ 2021

X Justin R Harris
Name Justin R. Harris
Addr. 219 E Fairview Ave
Spokane Wa 99207
Phone 302 276 4508

No to P2 No to Zone Change!

Agenda Sheet for City Council Meeting of: 11/22/2021		Date Rec'd	11/8/2021
		Clerk's File #	ORD C36141
		Renews #	
Submitting Dept	PLANNING & ECONOMIC DEVELOPMENT	Cross Ref #	
Contact Name/Phone	KEVIN FREIBOTT 6184	Project #	Z20-207COMP
Contact E-Mail	KFREIBOTT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Final Reading Ordinance	Requisition #	
Agenda Item Name	0650-COMPREHENSIVE PLAN AMENDMENT - MONTGOMERY AVE		

Agenda Wording

An Ordinance relating to application Z20-207COMP, by Ten Talents LLC, amending the Comprehensive Plan Land Use Plan Map from Residential 4-10 to General Commercial for 0.16 acres and a change to the Zoning Map to CC2 - DC.

Summary (Background)

The proposal concerns 1015 W Montgomery Avenue, parcel 35073.2505. This Application is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on October 27 to consider this amendment and has recommended approval of the amendment.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	BLACK, TIRRELL	Study Session\Other	Study Session - 10/28
Division Director	MACDONALD, STEVEN	Council Sponsor	Lori Kinnear
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	tblack@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	kmoweryfrashefski@spokanecity.org	
Additional Approvals		jrichman@spokanecity.org	
Purchasing		marklagee@spokanecity.org	
		dhume@spokanecity.org	
		lmeuler@spokanecity.org	
		kfreibott@spokanecity.org	

Ordinance No. C36141

AN ORDINANCE RELATING TO APPLICATION FILE Z20-207COMP AMENDING MAP LU 1, LAND USE PLAN MAP, OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 4-10" TO "GENERAL COMMERCIAL" FOR APPROXIMATELY 0.16 ACRES LOCATED AT 1015 W MONTGOMERY AVENUE (PARCEL 35073.2505) AND AMENDING THE ZONING MAP FROM "RESIDENTIAL SINGLE FAMILY (RSF)" TO "CENTERS AND CORRIDORS TYPE 2, DISTRICT CENTER (CC2-DC)".

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z20-207COMP was submitted in a timely manner for review during the City's 2020/2021 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z20-207COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for 0.16 acres from "Residential 4-10" to "General Commercial"; if approved, the implementing zoning destination requested is "Centers and Corridors Type 2, District Center (CC2-DC)"; and

WHEREAS, staff requested comments from agencies and departments on May 19, 2021, and a public comment period ran from June 21, 2021 to August 20, 2021; and

WHEREAS, the Spokane Plan Commission held a workshop to study the application on June 23, 2021; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on September 20, 2021; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on September 28, 2021 for the amendment to the Comprehensive Plan, the comment period for which ended on October 12, 2021; and

WHEREAS, a staff report for Application Z20-207COMP reviewed all the criteria relevant to consideration of the application was published on September 28, 2021 and sent to all applicants and the Plan Commission; and

WHEREAS, notice of the SEPA Checklist and Determination and announcement of the Plan Commission Hearing for the application was published on September 29, 2021 and October 6, 2021; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners, occupants, and taxpayers of record, as shown in the most recent Spokane County Assessor's record for all properties within 400 linear feet of any portion of the boundary of the subject properties, pursuant to Spokane Municipal Code 17G.020.070, on September 29, 2021; and

WHEREAS, the Spokane Plan Commission held a public hearing, including the taking of public testimony, on October 13, 2021, during which the verbal public record was closed; and

WHEREAS, the Spokane Plan Commission closed the public written record on October 25, 2021; and

WHEREAS, the Spokane Plan Commission continued the public hearing on October 27, 2021, during which they deliberated this and all other Comprehensive Plan Amendment applications; and

WHEREAS, the Spokane Plan Commission found that Application Z20-207COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Spokane Plan Commission found that Application Z20-207COMP meets the final review criteria for Comprehensive Plan Amendments delineated in Spokane Municipal Code 17G.020.030; and

WHEREAS, the Spokane Plan Commission voted 8 to 0 to recommend approval of Application Z20-207COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Application. Application Z20-207COMP is approved.

2. Amendment of the Land Use Map. The Spokane Comprehensive Plan Map LU 1, Land Use Plan Map, is amended from "Residential 4-10" to "General Commercial" for 0.16 acres, as shown in Exhibits A and B.

3. Amendment of the Zoning Map. The City of Spokane Zoning Map is amended from "Residential Single Family" to "Centers and Corridors Type 2, District Center (CC2-DC)," as shown in Exhibits C and D.

PASSED BY THE CITY COUNCIL ON _____, 2021.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Z20-207COMP (1015 W Montgomery)

Concerning parcel(s) in the Emerson Garfield Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 1/15/2021

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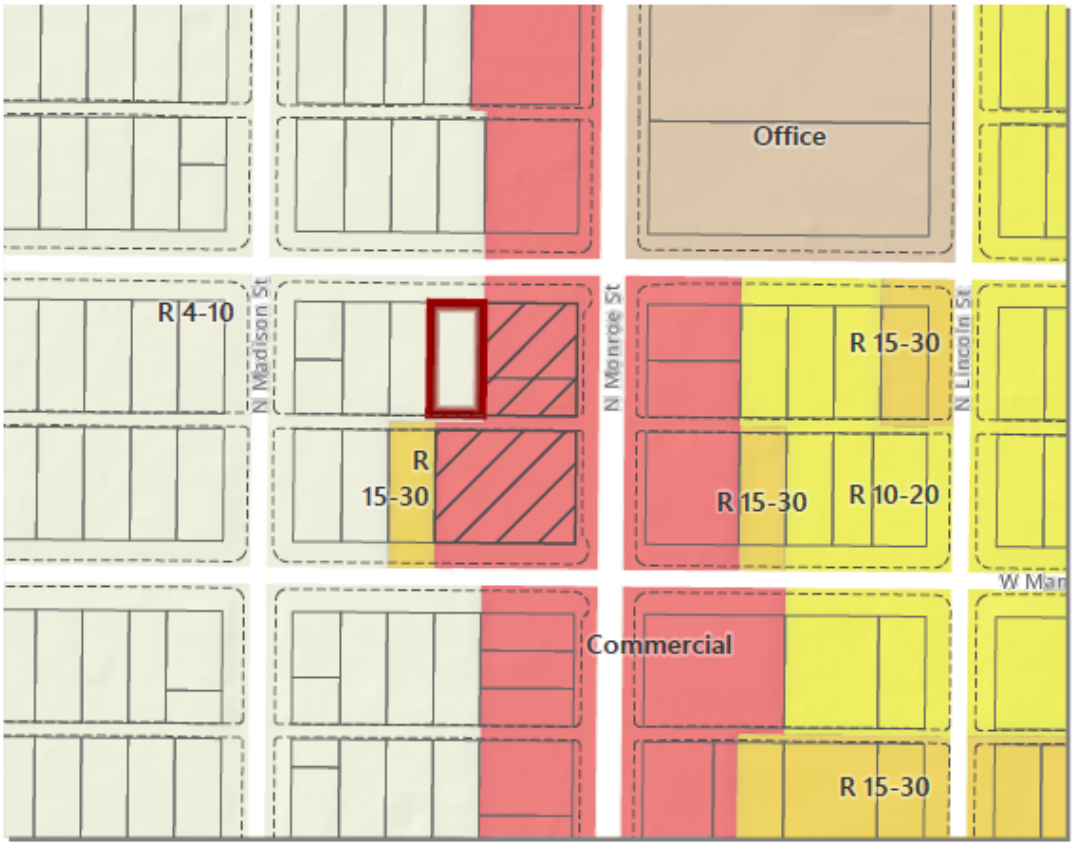
EXHIBIT A: Existing Land Use Plan Map



Subject Parcel

Same Owners

Parcels

City Boundary

Curb Line

Current Land Use Designation

CC Core

Commercial

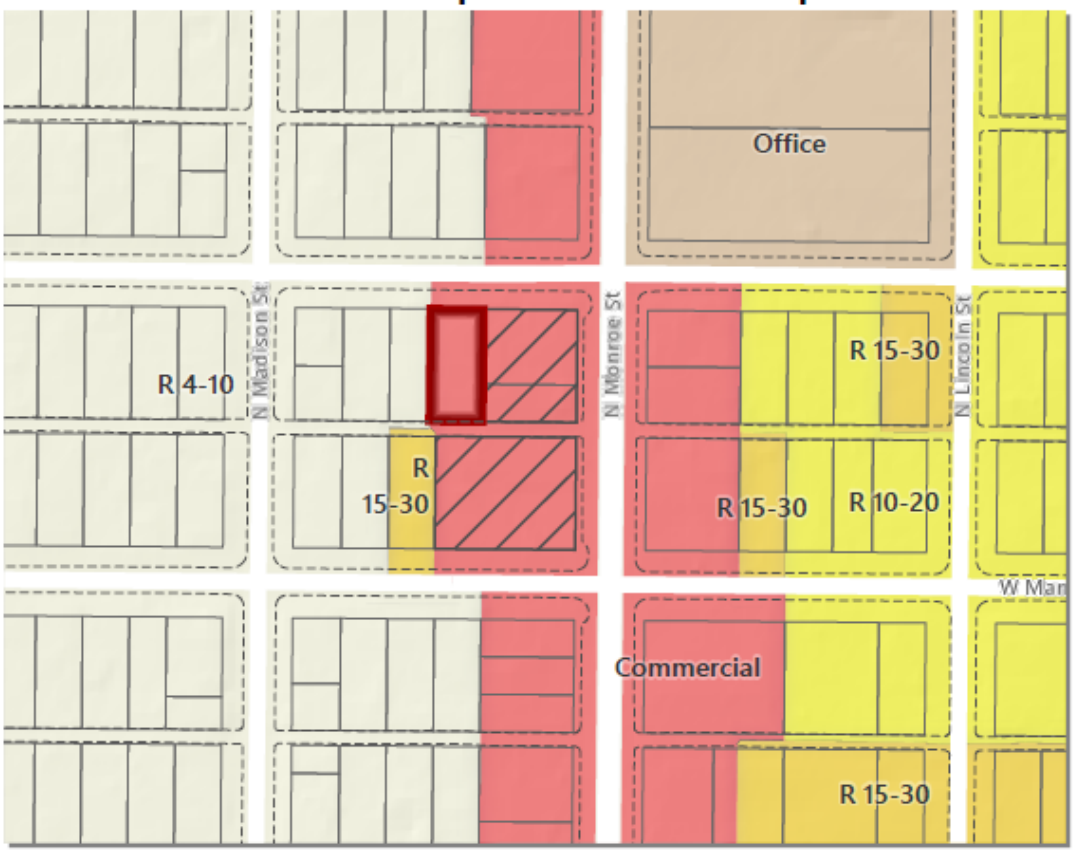
Office

Res 10-20

Res 15-30

Res 4-10

EXHIBIT B: Proposed Land Use Plan Map



Parcel(s): 35073.2505

Approximate Area: 0.16 acres

Same Ownership: 0.69 acres

N

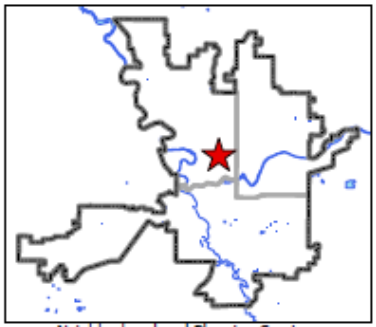
W E

S

0 75 150 300

Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

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Z20-207COMP (1015 W Montgomery)

Concerning parcel(s) in the Emerson Garfield Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 1/15/2021

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EXHIBIT C: Existing Zoning

Subject Parcel

Same Ownership

Parcels

City Boundary

Curb Line

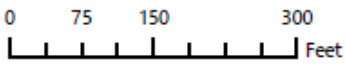
Current Zoning

- Center and Corridor Type 2
- Community Business
- Office
- Residential Multifamily
- Residential Two-Family
- Residential Single-Family

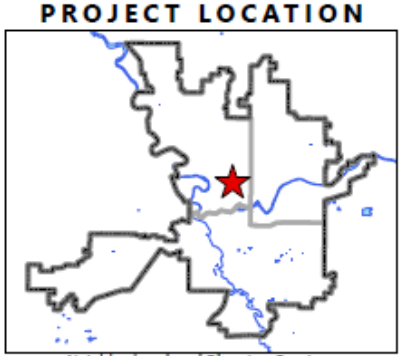
EXHIBIT D: Proposed Zoning

Parcel(s): 35073.2505

Approximate Area: 0.16 acres
Same Ownership: 0.69 acres



PROJECT LOCATION



Neighborhood and Planning Services
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Exhibit E: Legal Description

Lot 4, Block 25, Moore's Addition, 07-25-43 SW in the City of Spokane, Spokane County, Washington State.

2020/2021 Comprehensive Plan Amendments

STAFF REPORT Z20-207COMP (1015 W MONTGOMERY)

Department of Neighborhood and Planning Services

The following staff report concerns a proposed amendment to the City's current Comprehensive Plan. The proposal is to amend the land use plan map designation and zoning of one or more parcels in the City of Spokane. Amendments to the Comprehensive Plan are enabled by Spokane Municipal Code (SMC) 17G.020 and Revised Code of Washington (RCW) 36.70A.130.

I. PROPERTY SUMMARY

Parcel(s):	35073.2505
Address(es):	1015 W Montgomery
Property Size:	0.16 acres
Legal Description:	MOORES ADD E7FT OF L3 & ALL OF L4 B25
General Location:	Approx. 100 feet SW of N Monroe St and W Montgomery Ave
Current Use:	Multi-Family Home

II. APPLICANT SUMMARY

Agent:	Dwight Hume, Land Use Solutions and Entitlement
Applicant:	Ten Talents LLC
Property Owner:	Ten Talents LLC

III. PROPOSAL SUMMARY

Current Land Use Designation:	Residential 4-10 (R 4-10)
Proposed Land Use Designation:	General Commercial (GC)
Current Zoning:	Residential Single Family (RSF)
Proposed Zoning:	Centers and Corridors, Type 2, District Center (CC-2)
SEPA Status:	A SEPA threshold Determination of Non-Significance (DNS) was made on September 29, 2021. The appeal deadline is 5:00 PM on October 12, 2021.
Plan Commission Hearing Date:	October 13, 2021
Staff Contact:	Kevin Freibott, Assistant Planner II, kfreibott@spokanecity.org
Staff Recommendation:	**Approve**

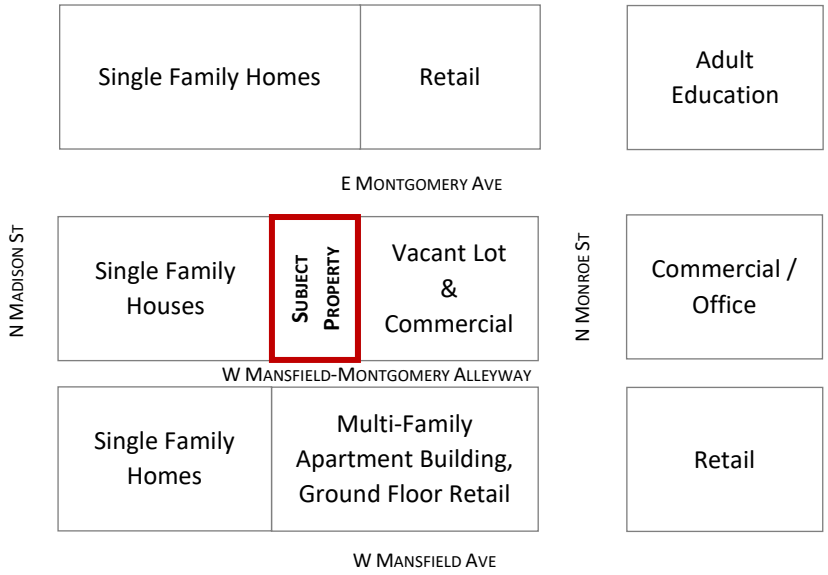
IV. BACKGROUND INFORMATION

1. **General Proposal Description**: Pursuant to the procedures established by SMC 17G.060, enabled by RCW 36.70A.130, the applicant asks the City of Spokane to amend the land use plan map designation (Map LU-1 of the Comprehensive Plan) from "Residential 4-10" to "General Commercial" and zoning designation (Official Zoning Map of the City of Spokane) from "Residential Single Family (RSF)" to "Centers and Corridors, Type 2, District Center (CC-2)" for one property located in the Emerson/Garfield Neighborhood. The stated intent of the applicant is to potentially redevelop this and adjacent properties to the east, which are currently under the same ownership.

2. **Site Description and Physical Conditions**: The site general flat containing a multi-family rental residence built in the style of a single-family home. The lot backs up to a City alleyway fronted by parking for the on-site residents.

3. **Property Ownership**: The entire site is owned by Ten Talents LLC, a registered WA State Limited Liability Company based in Spokane, WA.

4. **Adjacent Property Improvements and Uses**: The proposal is surrounded by existing development of the following nature:



5. **Street Class Designations**: N Monroe Street is classified as a Major Arterial. All remaining streets are either local streets or alleyways.

6. **Current Land Use Designation and History**: As shown in **Exhibit A**, the current land use plan map designation of the property is "Residential 4 – 10 Dwellings per Acre (R 4-10)." The subject property has been designated as such since the City's adoption of the Growth Management Act (GMA) compliant Comprehensive Plan in 2001.

7. **Proposed Land Use Designation**: As shown in **Exhibit B**, the proposal is to amend the land use plan map designation to "General Commercial (GC)" to match the adjacent properties owned by the same owner. This new land use plan map designation would match the properties immediately east and south of the subject parcel.

8. **Current Zoning and History**: As shown in **Exhibit C**, the current zoning of the subject property is "Residential Single-Family (RSF)." The zoning has been the same since the current zoning map was adopted in 2006. The historical zoning is shown in the following table:

Year	Zone	Description
1958	Class I Residential	*The lowest density residential zoning at the time.*
1978	R3 Multi-Family Residence	*A medium density residential zone.*
After 1978, Prior to 2006	R1 Single-Family Residence	*The lowest residential density zoning at the time.*

9. **Proposed Zoning**: As shown in **Exhibit D**, the proposal seeks to amend the zoning to "Centers and Corridors, Type 2, District Center (CC2-DC)" to match the properties to the east and south along N Monroe Street.

V. APPLICATION PROCESS AND PUBLIC COMMENT

1. **Key Steps**: The application is being processed according to SMC 17G.060, including the following steps:

Application Submitted ..... October 26, 2020
Threshold Application Certified Complete ..... January 12, 2021
Council Threshold Subcommittee Established[1] ..... January 11, 2021
Council Threshold Subcommittee Met ..... February 17, 2021
Annual Work Program Set[2] ..... April 26, 2021
Agency/Department Comment Period Ended ..... June 2, 2021
Notice of Application Posted ..... June 21, 2021
Plan Commission Workshop ..... June 23, 2021
60-Day Public Comment Period Ended ..... August 20, 2021
SEPA Determination Issued ..... September 28, 2021
Notice of Public Hearing Posted ..... September 29, 2021
Plan Commission Hearing Date (Scheduled) ..... October 13, 2021

2. **Comments Received**: A request for comments was issued to City departments, local agencies, and departments, along with pertinent application details on May 19, 2021. By the close of agency comment on June 2, 2021, a single comment was received from Mr. Johnson of the City Engineering Department. Mr. Johnson noted that site-specific comments would be issued regarding the property at the building permit review stage. Mr. Johnson's comment is attached to this report as **Exhibit L**.

[1] Spokane City Council Resolution 2021-0003
[2] Spokane City Council Resolution 2021-0023

Following the agency/department comment period, a Notice of Application was issued on June 21, 2021 by mail to all properties and owners within a 400-foot radius of the subject property, including within 400-feet of any adjacent properties with the same ownership. Notice was also posted on the subject property, in the closest library branch, and in the Spokesman Review. City staff emailed notice to the neighborhood council as well and to any nearby neighborhood councils. No public comments were received on the proposal.

3. **Public Workshop**: A public workshop with the Spokane Plan Commission was held on June 23, 2021, during which the particulars of the proposal were presented to the Plan Commission for their consideration and discussion. The applicant was provided an opportunity to speak during the workshop, but no public comment was taken.

VI. APPLICATION REVIEW AND ANALYSIS

1. **Guiding Principles**: SMC 17G.020.010 provides the following guiding principles for the annual comprehensive plan amendment process:

   A. Keep the comprehensive plan alive and responsive to the community.

   B. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.

   C. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.

   D. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.

   E. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.

   F. Amendments to the comprehensive plan must result in a net benefit to the general public.

2. **Review Criteria**: SMC 17G.020.030 provides a list of considerations that are to be used, as appropriate, by the applicant in developing an amendment proposal, by planning staff in analyzing a proposal, by the plan commission making a recommendation on a proposal, and by the city council in making a decision on the proposal. Following each of the considerations is staff's analysis relative to the proposed amendment.

   A. Regulatory Changes: *Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations*.

   Staff Analysis: Staff reviewed and processed the proposed amendment under the most current regulations contained in the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent federal, state, or legislative actions with which the proposal would be in conflict, and no comments were received to this effect from any applicable agencies receiving notice of the proposal.

The proposal satisfies this criterion.

B. GMA: *The change must be consistent with the goals and purposes of the State Growth Management Act.*

Staff Analysis: The Growth Management Act (GMA) details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, "Planning Goals"), and these goals guided the City's development of its comprehensive plan and development regulations. No comments received or other evidence in the record indicates inconsistency between the proposed plan map amendment and the goals and purposes of the GMA.

The proposal satisfies this criterion.

C. Financing: *In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.*

Staff Analysis: The City did not require, nor did any Agency or City Department comment request or require a traffic impact analysis for the proposal. The subject property is already served by water, sewer, nearby transit service, and adjacent existing City streets. Furthermore, under State and local laws, any subsequent development of the site will be subject to a concurrency determination pursuant to SMC 17D.010.020.

The proposal satisfies this criterion.

D. Funding Shortfall: *If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.*

Staff Analysis: No evidence of a potential funding shortfall from this proposal exists.

The proposal satisfies this criterion.

E. Internal Consistency:

1. *The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.*

Staff Analysis: The proposal is internally consistent with applicable supporting documents of the Comprehensive Plan as follows:

Development Regulations. As a non-project proposal, there are no specific plans for development of this site. Additionally, any future development on this site will be required to be consistent with the current development regulations at the time an application is submitted. The proposal does not result in any non-conforming uses or development and staff finds no reason to indicate that the proposed Comprehensive Plan Land Use Plan Map and zone change would result in a property that cannot be reasonably developed in compliance with applicable regulations.

Capital Facilities Program. As described in the staff analysis of Criterion C above, no additional infrastructure or capital expenditures by the City are anticipated for this non-project action, and it is not anticipated that the City's integrated Capital Facilities Program would be affected by the proposal.

Neighborhood Planning Documents Adopted after 2001. The Emerson-Garfield neighborhood completed a "Neighborhood Action Plan" in June 2014 which was subsequently adopted by the City Council[3] on July 28, 2014. A major theme of the plan was enhanced pedestrian safety and beautification. As a result of this neighborhood plan and to address significant safety issues on N Monroe St, the City implemented sweeping updates to N Monroe Street between N Indiana Ave and W Gordon Ave. These improvements included a program of streetscape improvements, lane changes, and frontage improvements known colloquially as the "North Monroe Project." The subject property lies immediately west of the properties that front N Monroe Street and is owned by an organization that owns the entire eastern face of the block on Monroe. The applicant's proposal is, in part, intended to ease redevelopment of this parcel and the parcels to the east with street facing mixed use. Effective redevelopment of this currently vacant area may ultimately improve the streetscape along Monroe, helping to achieve the goals of the Neighborhood Action Plan.

Miscellaneous Comprehensive Plan Goals and Policies. Staff have compiled a list of Comprehensive Plan Goals and Policies which bear on the proposal in Exhibit H of this report. Further discussion of these policies is provided under section K.2 below.

The proposal satisfies this criterion.

2. *If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.*

Staff Analysis: The proposal is generally consistent with current Comprehensive Plan policies, as described in further detail in the staff analysis of Criterion K.2 below and other criteria in this report. Therefore, no amendment to policy wording is necessary and this criterion does not apply to the subject proposal.

The proposal satisfies this criterion.

[3] See Spokane City Council Resolution RES 2014-0086.

F. Regional Consistency: *All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.*

Staff Analysis: The proposed change in land use designations affects a relatively small area within an existing urbanized area, with no foreseeable implications to regional or inter-jurisdictional policy issues. No comments have been received from any agency, City department, or neighboring jurisdiction which would indicate that this proposal is not regionally consistent.

The proposal satisfies this criterion.

G. Cumulative Effect: *All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.*

1. **Land Use Impacts:** *In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.*

2. **Grouping:** *Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.*

   Staff Analysis: The City is concurrently reviewing this application and five other applications for Comprehensive Plan amendments as part of an annual plan amendment cycle. All six applications are for map amendments, five for changes to the land use plan map (LU-1) and one for changes to the Bicycle Facilities Map (TR-5). When considered together, these various applications do not interact, nor do they augment or detract from each other. Thus, the cumulative effects of these various applications are minor.

   This proposal satisfies this criterion.

H. SEPA: *SEPA[4] Review must be completed on all amendment proposals and is described in Chapter 17E.050.*

1. ***Grouping***: *When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.*

2. ***DS***: *If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).*

[4] State Environmental Protection Act

Staff Analysis: The application is under review in accordance with the State Environmental Policy Act (SEPA), which requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of the information contained in the environmental checklist, written comments from local and State departments and agencies concerned with land development within the City, and a review of other information available to the Director of Planning Services, a Determination of Non-Significance was issued on September 28, 2021.

The proposal satisfies this criterion.

I. ***Adequate Public Facilities****: The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.*

Staff Analysis: The proposal would change the land-use designation of a previously developed area served by public facilities and services described in CFU 2.1. The proposed change in land-use designations affects a relatively small area and does not measurably alter demand for public facilities and services in the vicinity of the site or on a citywide basis. Any subsequent development of the site will be subject to a concurrency determination pursuant to SMC 17D.010.020, thereby implementing the policy set forth in CFU 2.2.

The proposal satisfies this criterion.

J. ***UGA****: Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.*

Staff Analysis: The proposal does not include an expansion to the UGA; thus, this criterion does not apply.

This criterion does not apply.

K. Demonstration of Need:

1. ***Policy Adjustments:*** *Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. The need for this type of adjustment might be supported by findings from feedback instruments related to monitoring and evaluating the implementation of the comprehensive plan.*

Staff Analysis: The proposal does not include a policy adjustment, thus this criterion does not apply.

2. ***Map Changes:*** *Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:*

a. *The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g. compatibility with neighboring land uses, proximity to arterials, etc.);*

Staff Analysis: Because the proposal seeks to designate the property for a "General Commercial (GC)" land use plan map designation, conformance with Policy LU 1.8, General Commercial Uses, is the primary consideration for this criterion. LU 1.8 states that commercial uses would be directed to "Centers and Corridors designated on the Land Use Plan Map." The current parcel is located within the Monroe Corridor, as shown on map LU 1 of the Comprehensive Plan. The northern half of the Monroe Corridor, in which the subject property lies, was planned as part of a subarea planned and adopted by the City Council[5] on December 3, 2007. Although the zoning in the area is CC2-DC, the underlying land use has continued as General Commercial. The General Commercial designation of adjacent parcels is an artifact of prior Sub Area Planning and is acceptable under the typical planning process for Centers. Accordingly, the proposal appears to comply with the intent of Comprehensive Plan policies.

b. *The map amendment or site is suitable for the proposed designation.*

Staff Analysis: The site is adequately served by all utilities and by a major arterial street, bus service is nearby on E Sprague Avenue, and the site is generally level and devoid of critical areas. There exist no physical features of the site or its surroundings that would preclude mixed-use development on the site, save for the Combined Sewer Overflow facility on-site. The property owner and City are fully aware of this feature. Future development of the site, regardless of whether the comprehensive plan amendment is approved, would have to avoid this area as a matter of course.

c. *The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation*.

Staff Analysis: See discussion under topic 'a' above. Development of commercial uses are an expected feature of Centers and Corridors. As such, the proposal would help to implement the development strategy laid out in the Comprehensive Plan policies, especially those concerning Centers and Corridors (see **Exhibit H**).

The proposal satisfies this criterion.

3. Rezones, Land Use Plan Amendment: *Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally*

[5] See Spokane Ordinance C34155.

consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Staff Analysis: If the Land Use Plan Map amendment is approved as proposed, the zoning designation of the subject property will change concurrently from Residential Single Family (RSF) to Centers and Corridors, Type 2, District Center (CC2-DC), matching the adjoining property along Monroe Street.

The proposal satisfies this criterion.

VII. CONCLUSION

The proposal has been processed and considered according to the requirements of the Spokane Municipal Code. According to the information provided above and the whole of the administrative record, and provided Plan Commission or City Council make the recommended change to the project, the proposal appears to meet the criteria for a comprehensive plan amendment as provided in SMC 17G.020.030.

Following the close of public testimony and deliberations regarding conclusions with respect to the review criteria and decision criteria detailed in SMC Chapter 17G.020, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested amendment to the Land Use Plan map of the City's Comprehensive Plan.

VIII. STAFF RECOMMENDATION

Staff recommends the Plan Commission and City Council **approve** the proposal.

IX. LIST OF EXHIBITS

A. Existing Land Use Plan Map
B. Proposed Land Use Plan Map
C. Existing Zoning Map
D. Proposed Zoning Map
E. Application Notification Area
F. Detail Aerial
G. Wide-Area Aerial
H. List of Relevant Comp Plan Policies
I. Application Materials
J. SEPA Checklist
K. SEPA Determination of Non-Significance
L. Agency Comments

Z20-207COMP (1015 W Montgomery)

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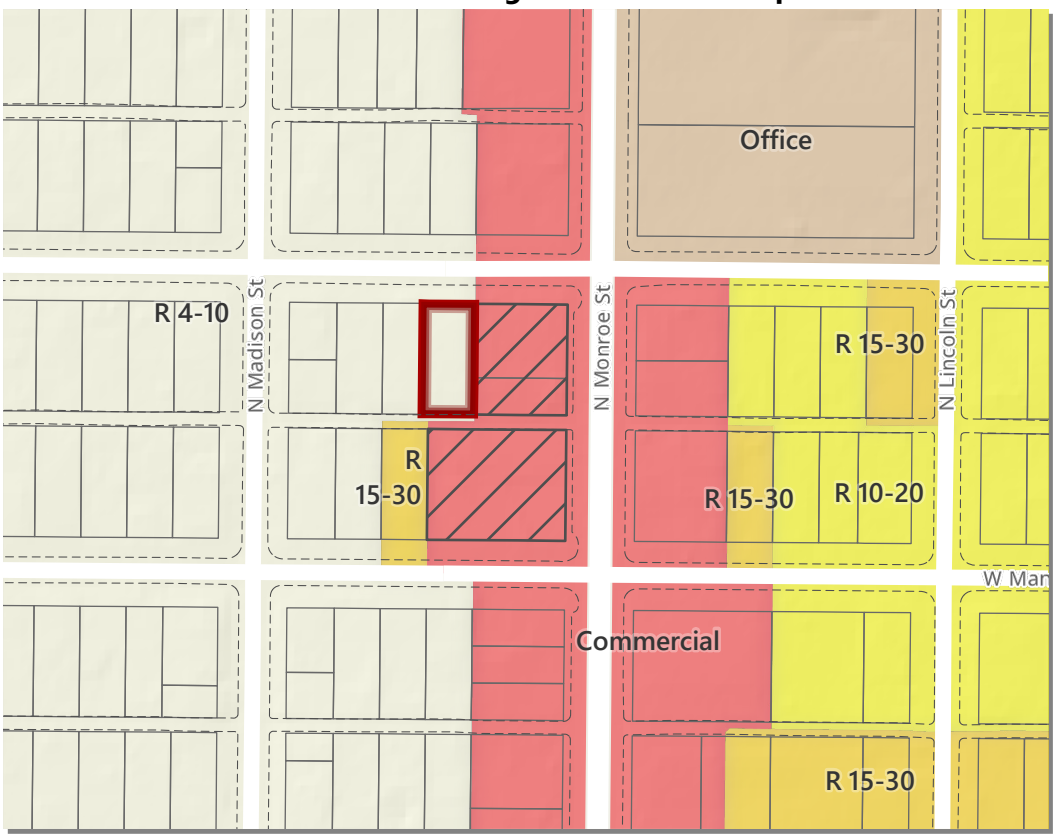

Subject Parcel
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Current Land Use Designation

CC Core
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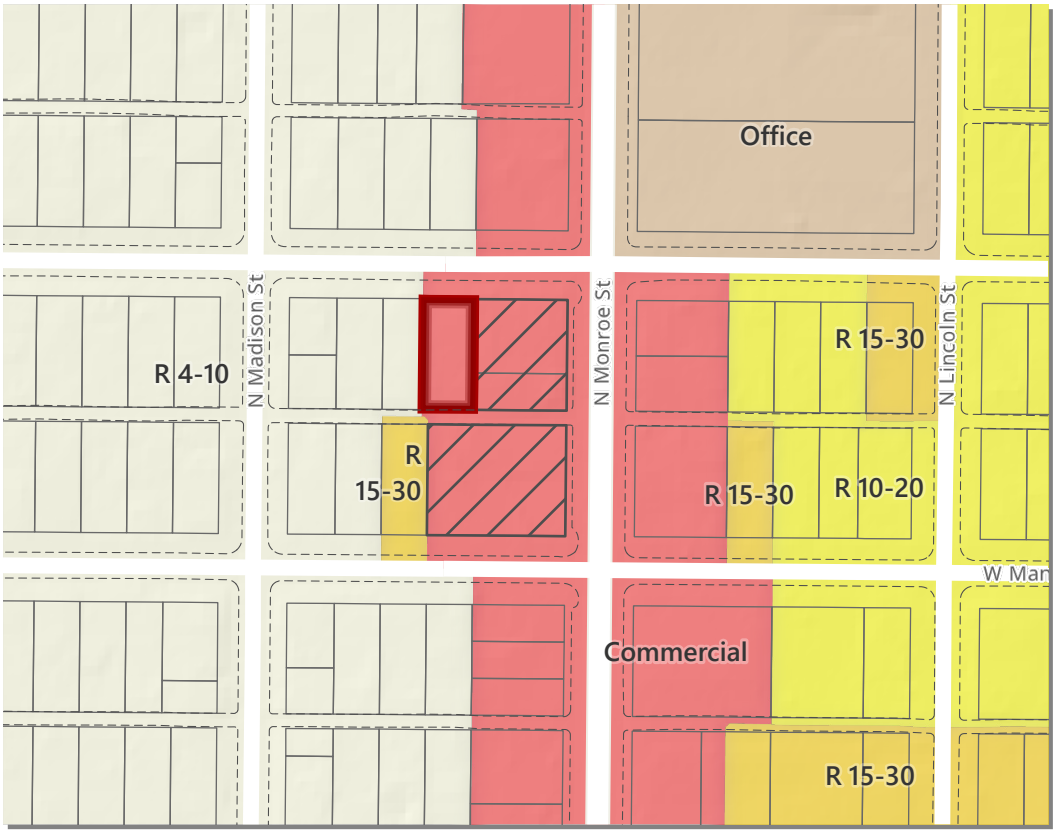
Res 4-10

EXHIBIT B: Proposed Land Use Plan Map



Parcel(s): 35073.2505

Approximate Area: 0.16 acres
Same Ownership: 0.69 acres

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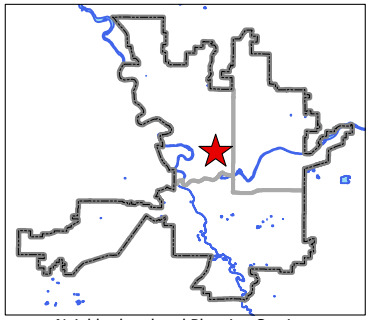
PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

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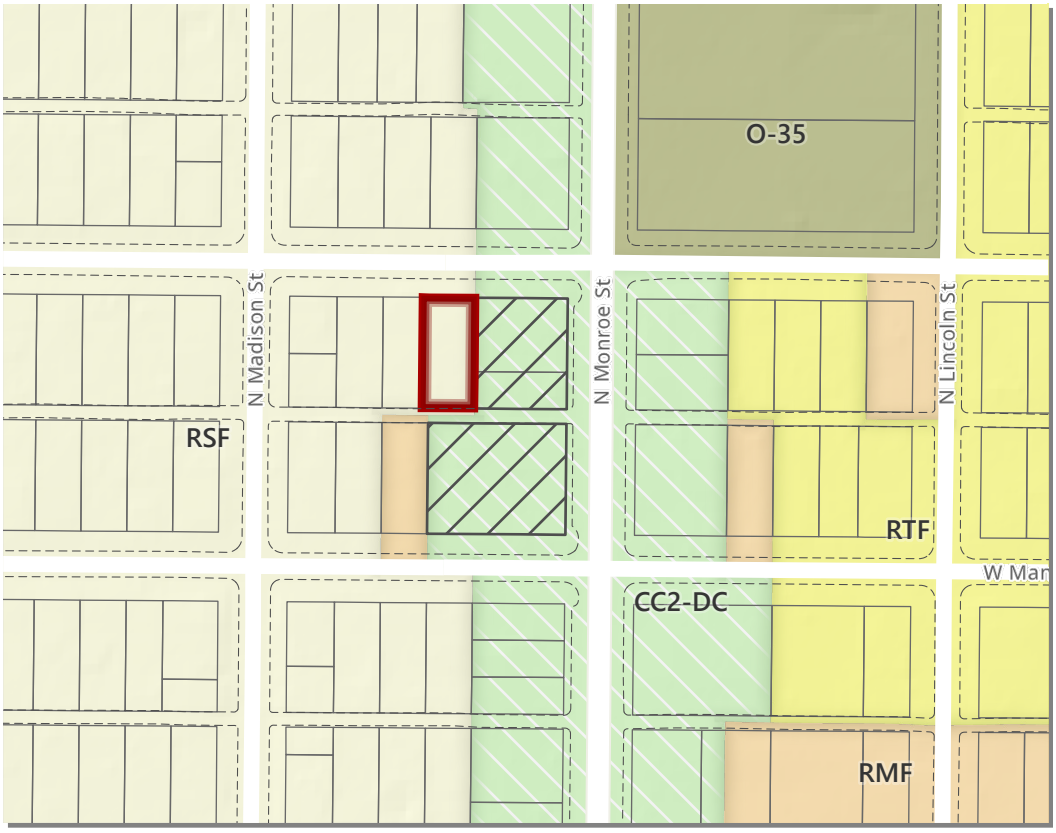
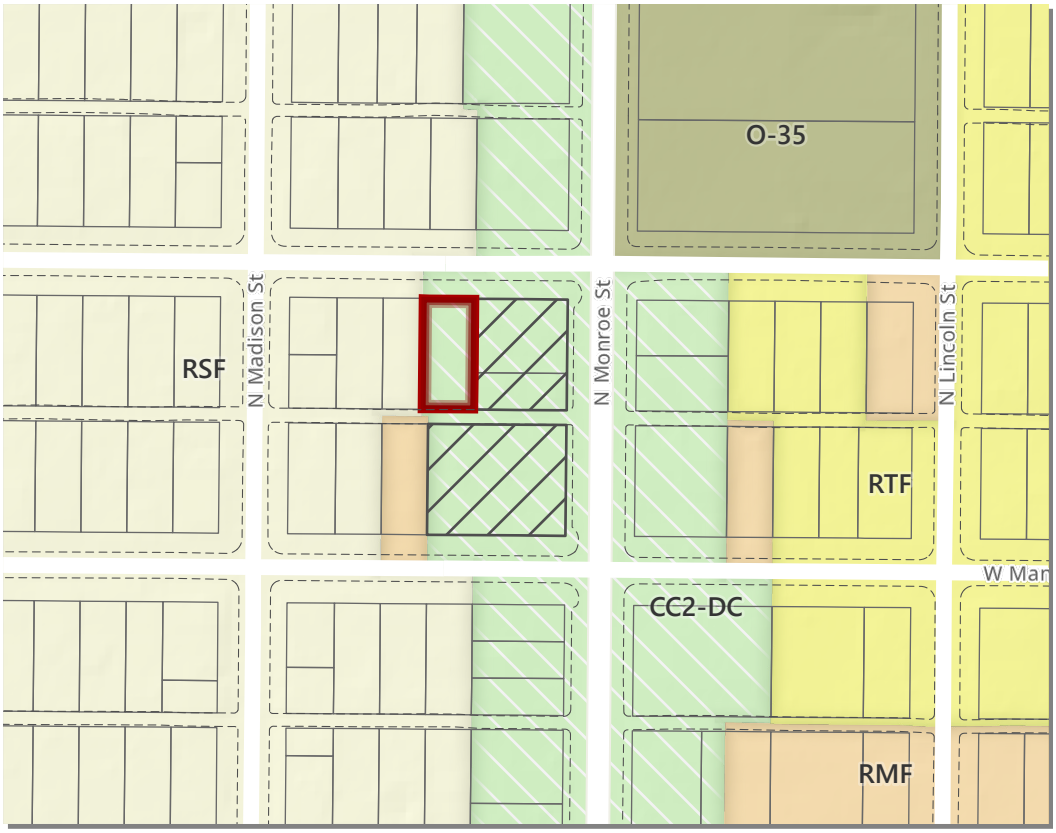


- Subject Parcel
- Same Ownership
- Parcels
- City Boundary
- Curb Line

Current Zoning

- Center and Corridor Type 2
- Community Business
- Office
- Residential Multifamily
- Residential Two-Family
- Residential Single-Family

EXHIBIT D: Proposed Zoning



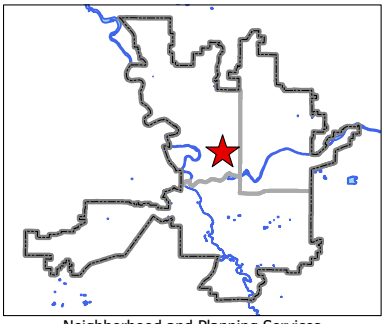
Parcel(s): 35073.2505

Approximate Area: 0.16 acres
Same Ownership: 0.69 acres

N
W E
S

0 75 150 300 Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

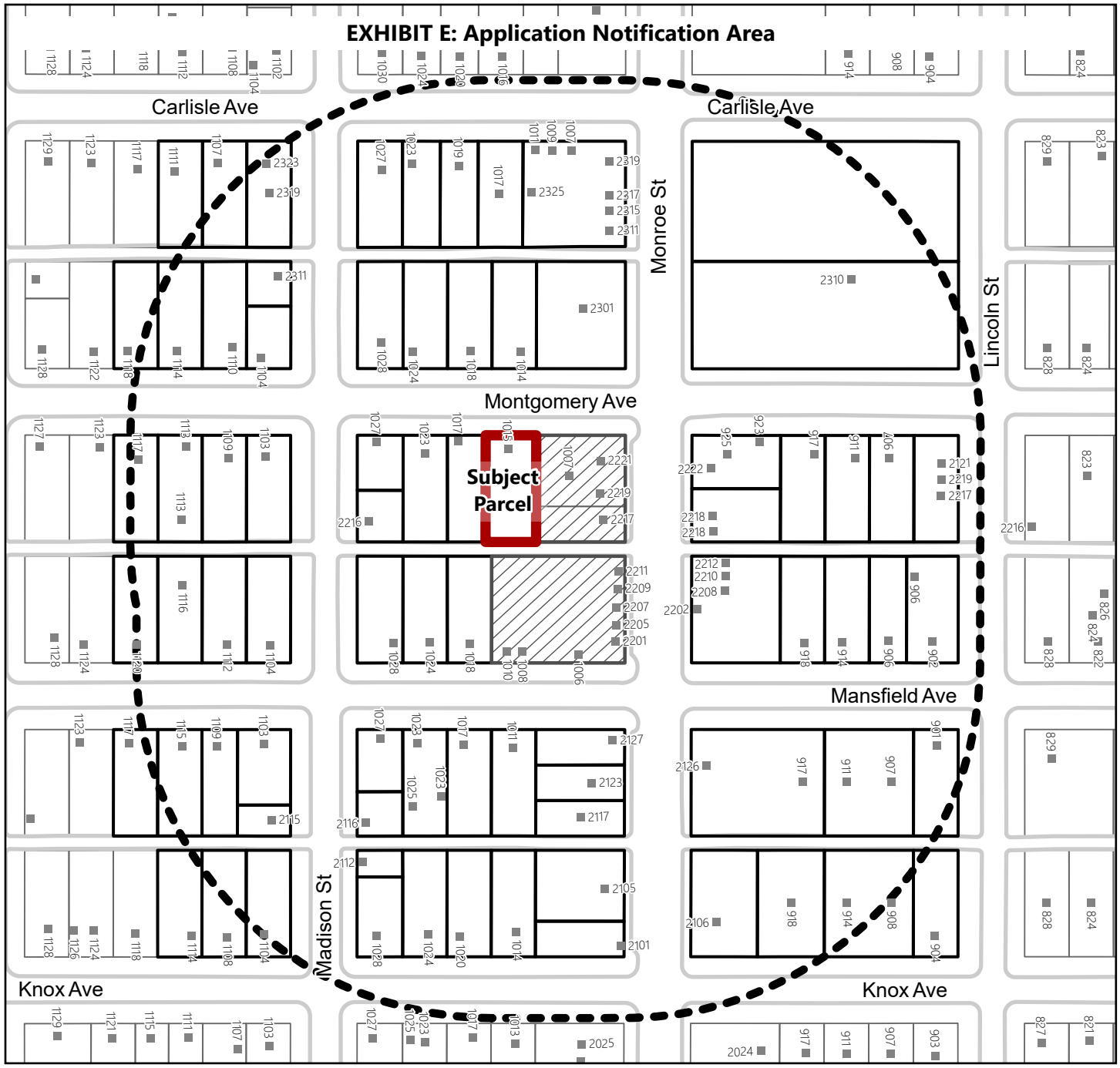
Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

Z20-207COMP

(1015 W Montgomery Ave - Emerson/Garfield Neighborhood)

2020/2021 Comprehensive Plan Amendment Proposals

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.



Legend

- Parcel
- Curb Line
- Address Point

Area Type

- Subject Parcels
- Same Owner
- Notification_Boundary
- Notification_Parcels

Application Proposes To:

Change Land Use Designation from "Residential 4-10" to "General Commercial"

N W E S

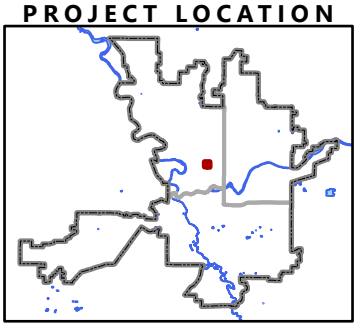
Project Size: 0.16 Acres (Approximate)

Drawing Date: 6/1/2021 Drawing Scale: 1:2,000

0 75 150 300

Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

Z20-207COMP (1015 W Montgomery)

Concerning parcel(s) in the Emerson Garfield Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 9/15/2021

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.

EXHIBIT A: Existing Land Use Plan Map

Subject Parcels

Adjacent Ownership

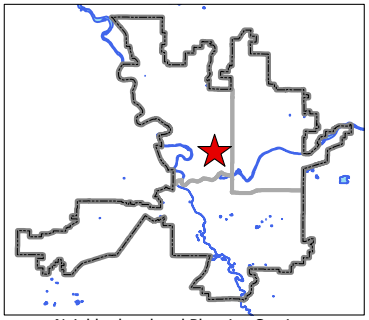
EXHIBIT B: Proposed Land Use Plan Map

Parcel(s): 35073.2505

Approximate Area: 0.16 acres
Same Ownership: 0.69 acres

N
W E
S

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

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EXHIBIT H: Z20-207COMP

Department of Neighborhood and Planning Services

The following policies of the Comprehensive Plan relate to application Z20-207COMP. The full text of the Comprehensive Plan can be found at www.shapingspokane.org.

Chapter 3—Land Use

LU 1.3 Single-Family Residential Areas

Protect the character of single-family residential neighborhoods by focusing higher intensity land uses in designated Centers and Corridors.

Discussion: The city's residential neighborhoods are one of its most valuable assets. They are worthy of protection from the intrusion of incompatible land uses. Centers and Corridors provide opportunities for complementary types of development and a greater diversity of residential densities. Complementary types of development may include places for neighborhood residents to work, shop, eat, and recreate. Development of these uses in a manner that avoids negative impacts to surroundings is essential. Creative mechanisms, including design standards, must be implemented to address these impacts so that potential conflicts are avoided.

LU 1.8 General Commercial Uses

Direct new General Commercial uses to Centers and Corridors designated on the Land Use Plan Map.

Discussion: General Commercial areas provide locations for a wide range of commercial uses. Typical development in these areas includes freestanding business sites and larger grouped businesses (shopping centers). Commercial uses that are auto-oriented and include outdoor sales and warehousing are also allowed in this designation. Land designated for General Commercial use is usually located at the intersection of or in strips along principal arterial streets. In many areas such as along Northwest Boulevard, this designation is located near residential neighborhoods.

To address conflicts that may occur in these areas, zoning categories should be implemented that limit the range of uses, and site development standards should be adopted to minimize detrimental impacts on the residential area. New General Commercial areas should not be designated in locations outside Centers and Corridors. Existing commercial strips should be contained within their current boundaries with no further extension along arterial streets allowed.

However, recognizing existing investments, and given deference to existing land-use patterns, exceptions to the containment policy may be allowed for limited expansions adjacent to existing General Commercial areas located outside Centers and Corridors. The factors to consider in such adjacent expansions include: maintaining the minimum depth from an arterial street necessary for the establishment or expansion of a general commercial neighborhood business; avoiding intrusion where incompatible into established neighborhoods; and implementing transitional land uses with the intent of protecting neighborhood character.

Areas designated General Commercial within Centers and Corridors are encouraged to be developed in accordance with the policies for Centers and Corridors. Through a neighborhood planning process

for the Center, these General Commercial areas will be designated in a land use category that is appropriate in the context of a Center and to meet the needs of the neighborhood.

Residential uses are permitted in these areas. Residences may be in the form of single-family homes on individual lots, upper-floor apartments above business establishments, or other higher density residential uses.

LU 3.1 Coordinated and Efficient Land Use

Encourage coordinated and efficient growth and development through infrastructure financing and construction programs, tax and regulatory incentives, and by focusing growth in areas where adequate services and facilities exist or can be economically extended.

Discussion: Future growth should be directed to locations where adequate services and facilities are available. Otherwise, services and facilities should be extended or upgraded only when it is economically feasible to do so.

The Centers and Corridors designated on the Land Use Plan Map are the areas of the city where incentives and other tools should be used to encourage infill development, redevelopment and new development. Examples of incentives the city could use include assuring public participation, using public facilities and lower development fees to attract investment, assisting with project financing, zoning for mixed-use and higher density development, encouraging rehabilitation, providing in-kind assistance, streamlining the permit process, providing public services, and addressing toxic contamination, among other things.

LU 3.2 Centers and Corridors

Designate Centers and Corridors (neighborhood scale, community or district scale, and regional scale) on the Land Use Plan Map that encourage a mix of uses and activities around which growth is focused.

Discussion: … Corridors are areas of mixed land use that extend no more than two blocks in either direction from the center of a transportation corridor. Within a Corridor there is a greater intensity of development in comparison to the surrounding residential areas. Housing at a density up to 44 units per acre and employment densities are adequate to support frequent transit service. The density of housing transitions to a lower level (up to 22 units per acre) at the outer edge of the Corridor. A variety of housing styles, apartments, condominiums, row houses, and houses on smaller lots are allowed. A full range of retail services, including grocery stores serving several neighborhoods, theaters, restaurants, dry-cleaners, hardware stores, and specialty shops are also allowed. Low intensity, auto-dependent uses (e.g., lumber yards, automobile dealers, and nurseries) are prohibited.

Corridors provide enhanced connections to other Centers, Corridors, and downtown Spokane. To accomplish this, it is important to make available safe, attractive transit stops and pedestrian and bicycle ways. The street environment for pedestrians is much improved by placing buildings with multiple stories close to the street with wide sidewalks and street trees, attractive landscaping, benches, and frequent transit stops. Parking lots should not dominate the frontage of these pedestrian-oriented streets, interrupt pedestrian routes, or negatively impact surrounding neighborhoods. Parking lots should be located behind or on the side of buildings whenever possible.

The following locations are designated as Corridors on the Land Use Plan Map:

- North Monroe Street;
- Hillyard Business Corridor; and
- Hamilton Street Corridor.

…

LU 3.3 Designating Centers and Corridors

Designate new Centers or Corridors in appropriate locations on the Land Use Plan Map through a city-approved planning process.

Discussion: The Comprehensive Plan recognizes that Centers and Corridors are the most appropriate location for commercial and higher density residential uses. In some areas of the city, there may be a need to designate a new Center or Corridor. The exact location, boundaries, size, and mix of land uses in a Center or Corridor should be determined through a city-approved sub-area planning process that is inclusive of all interested stakeholders, including business and property owners, and the affected neighborhood(s). This process may be initiated by the city, or at the request of a neighborhood or private interest.

LU 3.4 Planning for Centers and Corridors

Conduct a city-approved subarea planning process to determine the location, size, mix of land uses, and underlying zoning within designated Centers and Corridors. Prohibit any change to land use or zoning within suggested Centers or Corridors until a subarea planning process is completed.

Discussion: Suggested Centers and Corridors are those that have been newly designated and do not have any underlying Center and Corridor land use or zoning. Land use and zoning, as well as the size, location and intensity of the land use for all Centers and Corridors should be determined through a sub-area planning process that is inclusive of all stakeholders. Any such process shall include consultation and coordination with property owners and the neighborhood in which the Center or Corridor is located. This process may be initiated by the city, or at the request of a neighborhood or private interest. Center and Corridor planning should consider the following factors:

- existing and planned commercial and residential densities and development conditions;
- amount of commercial land needed to serve the neighborhood;
- public facilities, available utilities and infrastructure, and service capacity for residential and commercial development;
- capital facility investments and access to public transit; and
- other characteristics of a Center as provided in this plan, or as further refined.

The subarea planning process should result in a determination of the boundaries of the designated Center or Corridor, the land use mix and intensities of use, and the identification of any changes to the Land Use Map within the designated Center or Corridor.

LU 3.5 Mix of Uses in Centers

Achieve a proportion of uses in Centers that will stimulate pedestrian activity and create mutually reinforcing land uses.

Discussion: Neighborhood, District, and Employment Centers are designated on the Land Use Plan Map in areas that are substantially developed. New uses in Centers should complement existing on-site and surrounding uses, yet seek to achieve a proportion of uses that will stimulate pedestrian activity and create mutually reinforcing land use patterns. Uses that will accomplish this include public, core commercial/office and residential uses.

All Centers are mixed-use areas. Some existing uses in designated Centers may fit with the Center concept; others may not. Planning for Centers should first identify the uses that do not fit and identify sites for new uses that are missing from the existing land use pattern. Ultimately, the mix of uses in a Center should seek to achieve the following minimum requirements:

Table LU 1 – Mix of Uses in Centers

Land Use	Neighborhood Center	District and Employment Center
Public	10 percent	10 percent
Commercial/Office	20 percent	30 percent
Higher-Density Housing	40 percent	20 percent

Note: All percentage ranges are based on site area, rather than square footage of building area.

This recommended proportion of uses is based on site area and does not preclude additional upper floors with different uses. The ultimate mix of land uses and appropriate densities should be clarified in a site-specific planning process in order to address site-related issues such as community context, topography, infrastructure capacities, transit service frequency, and arterial street accessibility. Special care should be taken to respect the context of the site and the character of surrounding existing neighborhoods. The 10 percent public use component is considered a goal and should include land devoted to parks, plazas, open space, and public facilities.

LU 4.1 Land Use and Transportation

Coordinate land use and transportation planning to result in an efficient pattern of development that supports alternative transportation modes consistent with the Transportation Chapter and makes significant progress toward reducing sprawl, traffic congestion, and air pollution.

Discussion: The GMA recognizes the relationship between land use and transportation. It requires a transportation element that implements, and is consistent with, the land use element. The transportation element must forecast future traffic and provide information on the location, timing, and capacity needs of future growth. It must also identify funding to meet the identified needs. If probable funding falls short of needs, the GMA requires the land use element to be reassessed to ensure that needs are met.

LU 4.2 Land Uses That Support Travel Options and Active Transportation

Provide a compatible mix of housing and commercial uses in Neighborhood Centers, District Centers, Employment Centers, and Corridors.

Discussion: This provides opportunities for people to use active forms of transportation to get to work and shopping, enables less reliance on automobiles, reduces commuting times and distances, makes mass transit more viable, and provides greater convenience for area residents while supporting physical activity.

LU 4.6 Transit-Supported Development

Encourage transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit stops.

Discussion: People are more likely to take transit to meet their everyday travel needs when transit service is frequent, at least every 15 minutes. Mixed-use development in these areas will enable less reliance on automobiles for travel, reduce parking needs, and support robust transit ridership. Land use regulations and incentives will encourage this type of development along high-performance transit corridors.

Transit-supported development should be encouraged through the application of development incentives, enhanced design measures, streetscape standards, parking standards, and potential changes in density and use. Each of these measures should be developed through a sub-area planning (or similar) process as each highperformance transit line is planned and developed. These sub-area planning processes should include neighborhood and stakeholder involvement and public participation processes to ensure that site-specific and neighborhood-context issues are addressed and benefits are maximized.

LU 5.3 Off-Site Impacts

Ensure that off-street parking, access, and loading facilities do not adversely impact the surrounding area.

Discussion: Off-street parking, access, and loading facilities are usually associated with the development of higher density residential, office, and commercial uses. These features often have major impacts on single-family residential areas. The impacts are most significant when these facilities are next to or intrude between homes. When these facilities are accessory to a higher density residential or nonresidential use, they should be developed according to the same policies and zoning regulations as govern the primary use. New parking lots should also have the same zoning classification as the primary use. In addition, these facilities should be developed to minimize adverse impacts to adjacent properties. All parking lots should be paved. Parking lots and loading areas should have appropriate buffers to fully screen them from adjacent, less intensive uses. Access to business and higher density residential sites should be controlled to avoid impacts on adjacent uses, pedestrian movement, and street functions.

LU 5.5 Compatible Development

Ensure that infill and redevelopment projects are well-designed and compatible with surrounding uses and building types.

Chapter 7 – Economic Development

ED 2.4 Mixed Use

Support mixed-use development that brings employment, shopping, and residential activities into shared locations that stimulate opportunities for economic activity.

Chapter 8 – Urban Design and Historic Preservation

DP 1.2 New Development in Established Neighborhoods

Encourage new development that is of a type, scale, orientation, and design that maintains or improves the character, aesthetic quality, and livability of the neighborhood.

> *Discussion*: New development should be compatible with the context of the area and result in an improvement to the surrounding neighborhood.

DP 2.12 Infill Development

Encourage infill construction and area redevelopment that complement and reinforce positive commercial and residential character.

> *Discussion*: Infill construction can benefit the community when done in a manner that improves and does not detract from the livability of the neighborhood and the desirable design character of the area.

Chapter 11—Neighborhoods

N 2.1 Neighborhood Quality of Life

Ensure that neighborhoods continue to offer residents transportation and living options, safe streets, quality schools, public services, and cultural, social, and recreational opportunities in order to sustain and enhance the vitality, diversity, and quality of life within neighborhoods.

> *Discussion*: Spokane enjoys a rich variety of living opportunities within its individual neighborhoods, each with its unique character. Maintaining and enhancing our neighborhood assets is key to providing stability within neighborhoods and Spokane citizens with a prolonged sense of pride.

N 8.4 Consistency of Plans

Maintain consistency between neighborhood planning documents and the comprehensive plan.

> *Discussion*: Neighborhood planning shall be conducted within the framework of the comprehensive plan, and further, the Growth Management Act requires that these plans be consistent with the comprehensive plan.

City of Spokane

Planning Services Department

General Application

DESCRIPTION OF PROPOSAL:

Map Amendment from R 4-10 to GC and a corresponding zone change from RSF to CC 2-DC

ADDRESS OF SITE OF PROPOSAL: (if not assigned yet, obtain address from Public Works before submitting application)

W 1015 Montgomery Avenue

APPLICANT:

Name:	Ten Talents LLC C/O Mark Agee		
Address:	P O Box 1199 Veradale WA 99037		
Phone (home):		**Phone (work):**	509-951-1033
Email address:	marklagee@gmail.com		

-PROPERTY OWNER:

Name:	Same as above		
Address:			
Phone (home):		**Phone (work):**	
Email address:			

AGENT:

Name:	Land Use Solutions and Entitlement c/o Dwight Hume		
Address:	9101 N Mt. View Lane Spokane WA 99218		
Phone (home):		**Phone (work):**	435-3108
Email address:	dhume@spokane-landuse.com		

ASSESSOR'S PARCEL NUMBERS:

35073.2505

LEGAL DESCRIPTION OF SITE:

The E 7 ft of Lot 3 and all of Lot 4 Block 25 Moore's Addition.

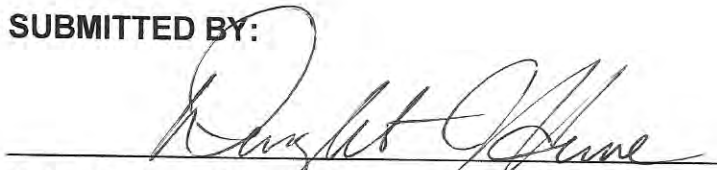
SIZE OF PROPERTY:

6840 sf. (.16 acres)

LIST SPECIFIC PERMITS REQUESTED IN THIS APPLICATION:

Map Amendment and Zone Change

SUBMITTED BY:



☐ Applicant Property Owner ☐ Property Purchaser (X Agent)

In the case of discretionary permits (administrative, hearing examiner, landmarks commission or plan commission), if the applicant is not the property owner, the owner must provide the following acknowledgement:

I, Ten Talents LLC Mark L Agee, Manager, owner of the above-described property do hereby authorize Dwight Hume to represent us and our interests in all matters regarding this application.

ACKNOWLEDGMENT:

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

See File for Notary

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

_____
Notary Public in and for the State of Washington,
residing at _____

Comprehensive Plan or Land Use Code Amendment Pre-Application

Rev.20180102

1015 W Montgomery Map Amendment

DESCRIPTION OF THE PROPOSED AMENDMENT:

(Please check the appropriate box(es)

- ☐ Comprehensive Plan Text Change
- ☐ Regulatory Code Text Change
- X Land Use Designation Change
- ☐ Area-Wide Rezone

Please respond to these questions on a separate piece of paper. Incomplete answers may jeopardize your application's chances of being reviewed during this amendment cycle.

1. General Questions *(for all proposals)*:

a. Summarize the general nature of the proposed amendment.

A map amendment from R 4-10 and RSF zone to General Commercial and a CC-2 DC zone as an inclusion to the owners flanking properties to the east and south within the North Monroe Street Corridor.

b. Why do you feel this change is needed?

The existing residential structure is 116 years old and needs to be brought up to current building code standards before future residential occupancy at greater density. In addition, the City recently upgraded the arterial to encourage safer pedestrian movement within the corridor, thereby attracting more residential use from nearby residential properties. The existing R 4-10 designation and RSF zone do not enable higher density residential use and the site warrants an upgrade to CC-2 DC to provide that option for mixed use.

c. In what way(s) is your proposal similar to or different from the fundamental concepts contained in the comprehensive plan?

As stated above, this is the recently updated North Monroe Corridor and pursuant to LU 3-2, Corridors are areas of mixed use that extend no more than two blocks in either direction from the center of the transportation corridor (Monroe). Within a Corridor, there is a greater intensity of development. Housing is up to 44 units per acre with a density transition to 22 units per acre at the outer edge. This proposal is therefore consistent with the policy provisions of the comprehensive plan due to the location within the Corridor to Monroe and the applicants adjacent CC-2 DC property.

d. For text amendments: What goals, policies, regulations or other documents might be changed by your proposal? *Not Applicable*

e. For map amendments:

1. What is the current Land Use designation and zoning for each affected parcel? *R 4-10 and RSF*
2. What is the requested Land Use designation and zoning for each affected parcel? *GC and CC-2DC*
3. Describe the land uses surrounding the proposed amendment site(s); e.g. land use type, vacant/occupied, etc.

Subject: Existing S/F dwelling conversion to tri-plex.
West: Residential S/F
North/NE: Residential S/F; drive thru coffee stand
South/SE: 33 unit apartment (applicants property)
East: Office and vacant (applicants property)

f. Do you know of any existing studies, plans or other documents that specifically relate to or supportyour proposal? *No plans*

g. Why did you decide to pursue a comprehensive plan amendment rather than address your concern through some other aspect of the Development Services department's work program (e.g. neighborhood planning, public input on new regulations, etc.)?

There is no purpose or budget for a neighborhood study. This area has been upgraded with street improvements designed to enhance the pedestrian movement. Furthermore, the area has been designated a Corridor since the original adoption of the comprehensive plan with policy provisions for density increases at the inner corridor. Accordingly, this is the only opportunity to amend the plan.

h. Has there been a previous attempt to address this concern through a comprehensive plan amendment?
☐ Yes X No

i. If yes, please answer the following questions:
1. When was the amendment proposal submitted?
2. Was it submitted as a consistent amendment or an inconsistent amendment?
3. What were the Plan Commission recommendation and City Council decision at that time?
4. Describe any ways that this amendment proposal varies from the previously considered version.

W 1015 Montgomery Threshold Supplement

1. Describe how the proposed amendment is appropriately addressed as a Comprehensive Plan Amendment.

   The request is for a map change to the adopted Comprehensive Plan Map, hence the Comprehensive Plan Amendment.

2. The proposed amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City council or by a neighborhood or subarea planning process.

   The subject site is located well within a designated Corridor and adjacent to a CC-2 DC zone. No sub-area plan is needed to accomplish this amendment.

3. The proposed amendment can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program.

   No special studies are expected to be generated by this request. Accordingly, this can be processed within the normal timeframe of an annual amendment.

4. In the case of a private application for a land use map change, nearby properties may also seem to be candidates for amendment. At the time of docketing or during plan commission review, expansion of the geographic scope of an amendment proposal may be considered, shared characteristics with nearby, similarly situated property may be identified and the expansion is the minimum necessary to include properties with those shared characteristics. Has the applicant had any outreach to surrounding property owners whose property may be so situated?

   No other property owners were contacted by the applicant. This is an obligation of the Council and Docketing Committee to determine if more property should be included.

5. Describe how the proposed amendment is consistent with current general policies in the comprehensive plan for site-specific amendment proposals. The proposed amendment must be consistent with policy implementation in the Countywide Planning policies, the GMA, or other state or federal law, and the WAC.

   a) *This proposal is within an adopted designated Corridor. Moreover, it is consistent with the Corridor designation and CC-2 DC zone adjacent to this proposal. A quick review of the CC-2 DC designation within this Corridor shows similar depth from Monroe with this designation and zone. It is therefore consistent with County Planning policies, the GMA and the WAC.*

   b) *LU 3.2 describes Corridors as areas of mixed land use that extend no more than two blocks in either direction from the center of a transportation corridor. Within a Corridor there is a greater intensity of development in comparison to the surrounding residential areas. Housing at a density up to 44 units per acre and employment densities are adequate to support frequent transit service.*

The amendment is consistent with LU 3.2 by enabling higher density use at or near the transportation corridor.

In summary, the amendment request further implements the intent of the area within a designated Corridor as having the appropriate zone for higher density residential use and offers a uniform boundary for a suitable mixed use upon all four of the applicants ownerships.

6. The proposed amendment is not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process, but was not included in the Annual Comprehensive Plan Amendment Work Program, unless additional supporting information has been generated.

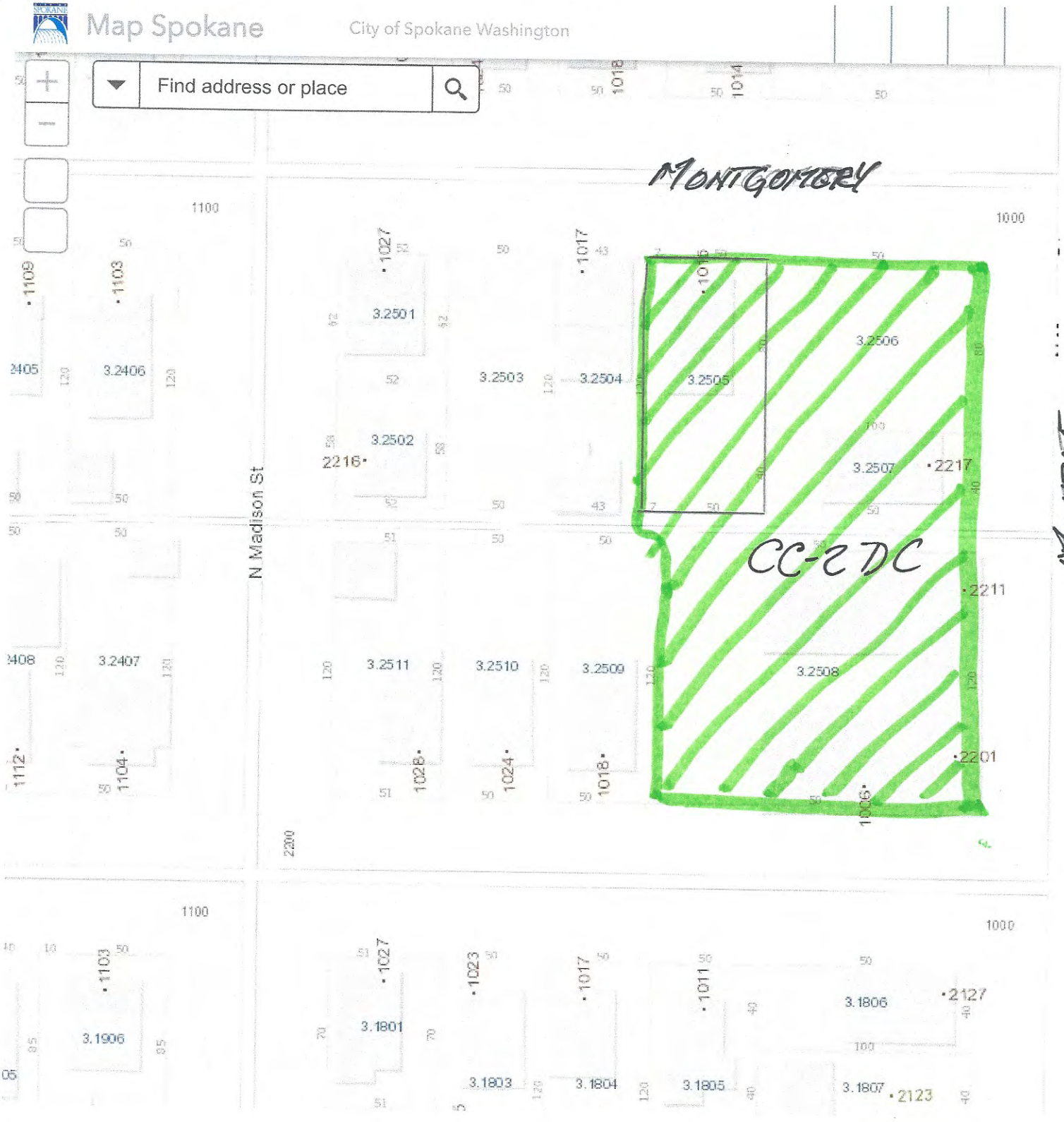
   No previous applications have been considered.

7. If this change is directed by state law or a decision of a court or administrative agency, please describe. *N/A*

8. Please provide copy of agenda or other documentation of outreach to neighborhood council made prior to application.

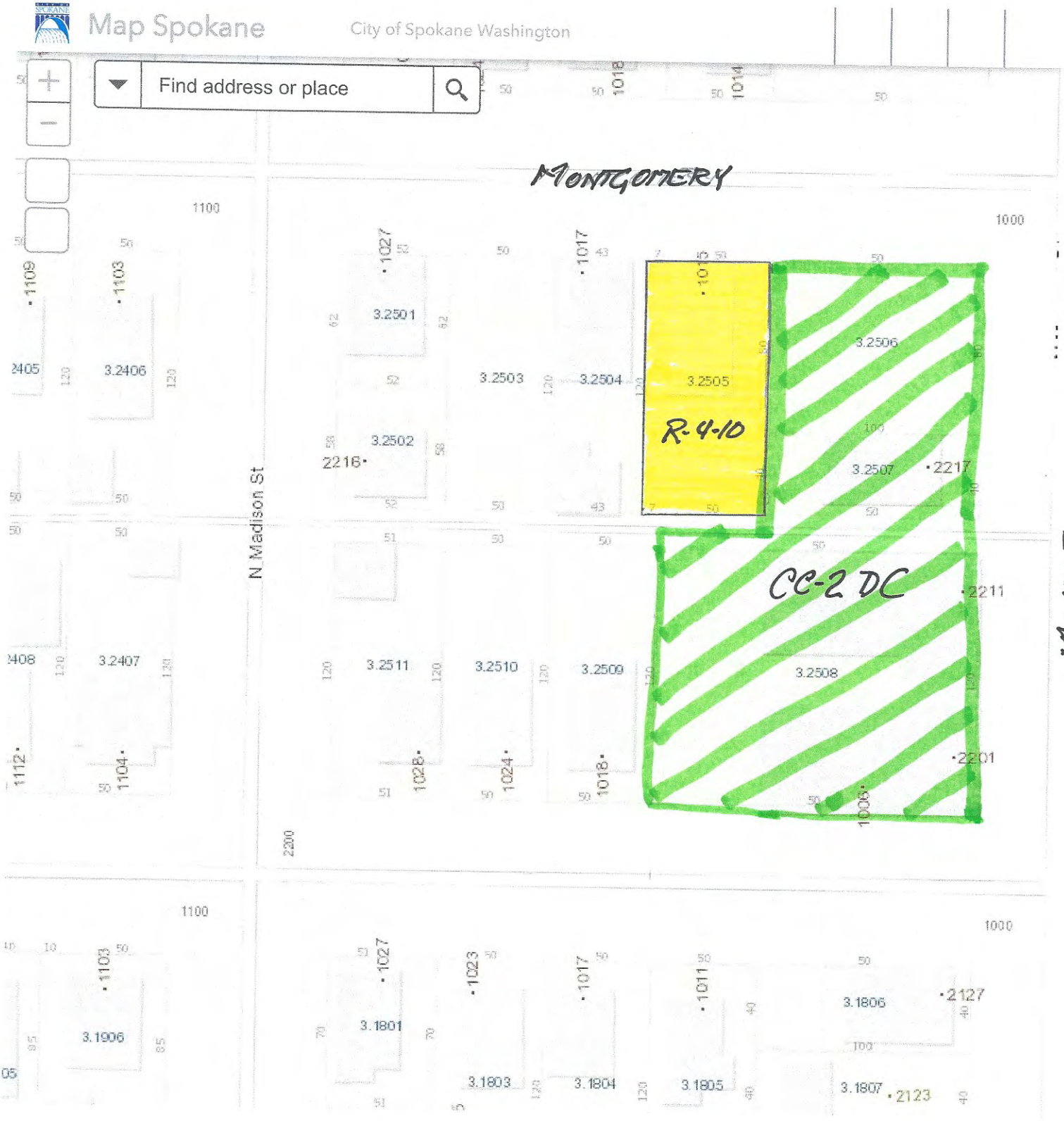
   The applicant will reach out to the Emerson Garfield NC to inform them of this intended change to the land use and zone maps.

End of Threshold Supplement



PROPOSED COMP PLAN

(W 1015 MONTGOMERY)



EXISTING COMP PLAN

(W 1015 MONTGOMERY)

Evaluation for
Agency Use Only

State Environmental Policy Act (SEPA)
ENVIRONMENTAL CHECKLIST

File No. Z20-207COMP

PLEASE READ CAREFULLY BEFORE COMPLETING THE CHECKLIST!

Purpose of Checklist:

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals:
Complete this checklist for nonproject proposals, even though questions may be answered "*does not apply*."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

Evaluation for
Agency Use Only

A. BACKGROUND

1. **Name of proposed project**:

2. **Applicant**: *Ten Talents LLC C/O Mark Agee*
   Address: *P O Box 1199*
   City/State/Zip: *Veradale WA 99037* Phone *509-951-1033*

3. **Agent or Primary Contact**: *Land Use Solutions & Entitlement C/O Dwight Hume*
   Address: *9101 N Mt. View Lane*
   City/State/Zip: *Spokane WA 99218* Phone: *509-435-3108*

4. **Location of Project**:
   Address: *W 1015 Montgomery Avenue*
   Section: *07* Quarter: *SE ¼* Township: *23 N* Range: *45 E*
   Tax Parcel Number(s): *35073.2505*

5. Date checklist prepared: *May 2021*

6. Agency requesting checklist: *City of Spokane, Washington*

7. Proposed timing or schedule (including phasing, if applicable):
   Unknown

8. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain:
   Unknown

   b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain:
   Yes, the adjoining parcels easterly and southerly of the subject commonly known as Parcels 35073.2506. 2507. And 2508.

9. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal:
   Unknown

10. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain:

No other applications are pending.

11. List any government approvals or permits that will be needed for your proposal, if known:
Annual Plan Amendment and zone change from R 4-10 to GC and a corresponding zone change from RSF to CC2 DC

12. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.
A 6840 sf lot with an existing 100+ year old residence to be demolished for future inclusion of subject parcel with applicants adjacent CC2 DC property of .68 acres.

13. Location of the proposal: Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist.
The subject property is W 1015 Montgomery near the SW corner of Montgomery and Monroe.

14. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? ☒Yes ☐No
The General Sewer Service Area? ☒Yes ☐No
The Priority Sewer Service Area? ☒Yes ☐No
The City of Spokane? ☒Yes ☐No

15. The following questions supplement Part A.

a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)

(1) Describe any systems, other than those designed for the disposal of sanitary waste installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).
This is a non-project action and the above will be determined at the time of building permit review.

(2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored? *This is a non-project action and the above will be determined at the time of building permit review.*

(3) What protective measures will be taken to ensure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems. *This is a non-project action and the above will be determined at the time of building permit review.*

(4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?

This is a non-project action and the above will be determined at the time of building permit review.

b. Stormwater

(1) What are the depths on the site to groundwater and to bedrock (if known)?

Unknown

(2) Will stormwater be discharged into the ground? If so, describe any potential impacts.

This is a non-project action and the above will be determined at the time of building permit review.

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (check one):

☒ Flat ☐ Rolling ☐ Hilly ☐ Steep slopes ☐ Mountainous

Other: *Answer*

b. What is the steepest slope on the site (approximate percent slope)?

As stated above, the site is FLAT and therefore there is no slope to address.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

According to the SCS Soils Atlis printed in 1968, the soil classification is GgA Garison gravelly loam on slopes of 0-5%. While the SCS classification system has changed, the soils have not.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

No

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

This is a non-project action and the above will be determined at the time of building permit review.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

This is a non-project action and the above will be determined at the time of building permit review.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt, or buildings)? *This is a non-project action and the above will be determined at the time of building permit review.*

h. Proposed measures to reduce or control erosion or other impacts to the earth, if any:

None, future development would comply with grading and stormwater standards.

2. Air

a. What type of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

This is a non-project action and the above will be determined at the time of building permit review.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

No

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Dust abatement during construction and paving of driving/parking surfaces after construction.

3. Water

a. SURFACE WATER:

(1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

No

(2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

No

(3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Not Applicable

(4) Will the proposal require surface water withdrawals or diversions? If yes, give general description, purpose, and approximate quantities if known.

No

(5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No

(6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No

b. GROUNDWATER:

(1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

No, the site is served with city water service.

(2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals…; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. *This is a non-project action and the above will be determined at the time of building permit review.*

c. WATER RUNOFF (INCLUDING STORMWATER):

(1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

This is a non-project action and the above will be determined at the time of building permit review.

(2) Could waste materials enter ground or surface waters? If so, generally describe.

This is a non-project action and the above will be determined at the time of building permit review.

(3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No

d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water, and drainage patter impacts, if any. *This is a non-project action and the above will be determined at the time of building permit review.*

4. Plants

a. Check the type(s) of vegetation found on the site:

Deciduous trees: ☐ alder ☐ maple ☐ aspen

Other:

Evergreen trees: ☐ fir ☐ cedar ☒ pine

Other:

☒ shrubs ☒ grass ☐ pasture ☐ crop or grain

☐ orchards, vineyards or other permanent crops

Wet soil plants: ☐ cattail ☐ buttercup ☐ bullrush ☐ skunk cabbage

Other:

Water plants: ☐ water lily ☐ eelgrass ☐ milfoil

Other:

Any other types of vegetation:

b. What kind and amount of vegetation will be removed or altered?

This is a non-project action and the above will be determined at the time of building permit review.

c. List threatened and endangered species known to be on or near the site:

Unknown

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

To be determined at project permitting

e. List all noxious weeds and invasive species known to be on or near the site:

Unknown

5. Animals

a. Check *and* List any birds and other animals which have been observed on or near the site or are known to be on or near the site: *Unknown*

Birds: ☐ hawk ☐ heron ☐ eagle ☒ songbirds

Other:

Mammals: ☐ deer ☐ bear ☐ elk ☐ beaver

Other:

Fish: ☐ bass ☐ salmon ☐ trout ☐ herring ☐ shellfish

Other:

Any other animals (*not* listed in above categories):

b. List any threatened or endangered animal species known to be on or near the site.
This is an urban area with more than 100 years of land use. It is designated for intense urban development and intends to be used for both mixed use and intense residential for a walkable community setting. The only conceivable threatened or endangered animal species would be lost domestic pets amidst the Monroe Street Corridor traffic movement.

c. Is the site part of a migration route? If so, explain.
No

d. Proposed measures to preserve or enhance wildlife, if any:
None

e. List any invasive animal species known to be on or near the site.
Unknown

6. Energy and natural resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.
To be determined at time of project permit application

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe:
To be determined at time of building permit application

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

To be determined at time of project permitting

7. Environmental health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe.

No

(1) Describe any known or possible contamination at the site from present or past uses.

Unknown

(2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

Unknown

(3) Describe any toxic or hazardous chemicals/conditions that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

This is a non-project action and the above will be determined at the time of building permit review.

(4) Describe special emergency services that might be required.

This is a non-project action and the above will be determined at the time of building permit review.

(5) Proposed measures to reduce or control environmental health hazards, if any:

This is a non-project action and the above will be determined at the time of building permit review.

b. NOISE:

(1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Traffic noise nearby on Monroe should not affect this site.

(2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Construction activities and vehicle ingress and egress are likely to generate noise on an interim bases, if project development proceeds in the future.

(3) Proposed measure to reduce or control noise impacts, if any:

Compliance with noise regulations.

8. Land and shoreline use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

The subject site is a residence being used for multiple tenants. The proposed use is likely to be part of the adjacent CC-2DC for mixed use. The site is surrounded by residential to the west, north and south. A 33 unit apartment adjoins to the SE and vacant and coffee drive-thru are to the east and NE respectively.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or non-forest use?

The site has not been used for agricultural purposes.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

There are no agricultural uses within the vicinity or site.

c. Describe any structures on the site.

A 116 year old residential structure being used for multiple tenants

d. Will any structures be demolished? If so, which?

Yes the existing 116 year old residence is not current to code and will be demolished, if this amendment is approved.

e. What is the current zoning classification of the site?
RSF zone

f. What is the current comprehensive plan designation of the site?
Residential 4-10

g. If applicable, what is the current shoreline master program designation of the site?
N/A

h. Has any part of the site been classified as a critical area by the city or the county? If so, specify.
No

i. Approximately how many people would reside or work in the completed project?
To be determined at time of building permit review.

j. Approximately how many people would the completed project displace?
The structure has been used for three tenants.

k. Proposed measures to avoid or reduce displacement impacts, if any:
To be determined at time of building permit review.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:
Compliance with applicable development codes

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:
N/A

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.
To be determined at time of building permit

b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing.

If approved, the existing 116 year old structure would be demolished.

c. Proposed measures to reduce or control housing impacts, if any:

To be determined at time of building permit review.

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

To be determined at building permit review and in compliance with CC-2 DC standards.

b. What views in the immediate vicinity would be altered or obstructed?

None

c. Proposed measures to reduce or control aesthetic impacts, if any:

Compliance with applicable development standards.

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

This is a non-project action and the above will be determined at the time of building permit review.

b. Could light or glare from the finished project be a safety hazard or interfere with views?

No

c. What existing off-site sources of light or glare may affect your proposal?

None

d. Proposed measures to reduce or control light and glare impacts, if any:

Indirect exterior lighting if installed.

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

None

b. Would the proposed project displace any existing recreational uses? If so, describe.

No

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:
None

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the sited that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.
The existing structure is 116 years old but not on the historic register.

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.
Unknown

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archaeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.
None, due to existing land use activities surrounding the site.

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.
None

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.
Monroe Street corridor and Montgomery to the site.

b. Is site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop.
STA Route 4 serves the subject property within 150' on Monroe ST.

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?
To be determined at time of building permit review.

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

This is a non-project action and the above will be determined at the time of building permit review.

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe.

No

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and non-passenger vehicles). What data or transportation models were used to make these estimates? (Note: to assist in review and if known, indicate vehicle trips during PM peak, AM Peak, and Weekday (24 hours).

To be determined at time of building permit issuance.

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, general describe.

N/A

h. Proposed measures to reduce or control transportation impacts, if any:

To be determined at time of building permit review.

15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

To be determined at time of building permit review.

b. Proposed measures to reduce or control direct impacts on public services, if any:

To be determined at time of building permit review.

16. Utilities

a. Check utilities currently available at the site:

☒ electricity ☒ natural gas ☒ water ☒ refuse service

☒ telephone ☒ sanitary sewer ☐ septic system

Other: *Answer*

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed:
To be determined at time of building permit review.

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the *agency* must withdraw any determination of Non-significance that it might issue in reliance upon this checklist.

Date: *May 9, 2021* Signature: _____

Please Print or Type:

PROJECT PROPONENT:

Name: *Ten Talents LLC Mark Agee* Address: *P O Box 1199*

Phone: *(509) 951-1033* *Veradale WA 99037*

CHECKLIST PERPARER (If different from proponent):

Name: *Dwight Hume* Address: *9101 N Mt. View Lane*

Phone: *(509) 435-3108* *Spokane WA 99218*

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: Kevin Freibott

Based on this staff review of the environmental checklist and other pertinent information, staff concludes that:

☑ A. There are no probable significant adverse impacts and recommends a Determination of Nonsignificance.

☐ B. Probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.

☐ C. There are probable significant adverse environmental impacts and recommends a Determination of Significance.

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(Do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

   The proposed use is yet to be determined. If approved, it would allow mixed use of residential and/or retail. No impacts are foreseen from these uses as they exist in the vicinity.

   Proposed measures to avoid or reduce such increases are:

   To be determined at time of building permit review.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

   This is an urban environment, no impacts are foreseen.

   Proposed measures to protect or conserve plants, animals, fish, or marine life are:

   None

2. How would the proposal be likely to deplete energy or natural resources?

   To be determined at time of building permit review.

   Proposed measures to protect or conserve energy and natural resources are:

   Compliance with energy codes will be imposed during construction.

3. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands?

   None of the above mentioned environments occur on the subject site or in the vicinity. This is an area previously designated for intense urban development within the existing comprehensive plan as prepared by the City of Spokane Planning Department and approved by both the City of Spokane Planning Commission and City Council.

Proposed measures to protect such resources or to avoid or reduce impacts are:
None

4. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

   The subject site is not within Shorelines Management jurisdiction. However, it is located within an adopted Centers and Corridor area intended for intense mixed use development. If approved, the site must comply with applicable development regulations to assure land use compatibility.

   Proposed measures to avoid or reduce shoreline and land use impacts are:
   See above answer

5. How would the proposal be likely to increase demands on transportation or public services and utilities?

   This is a 7000 sf inclusion to an existing CC-2 DC area. No impacts are foreseen from this inclusion.

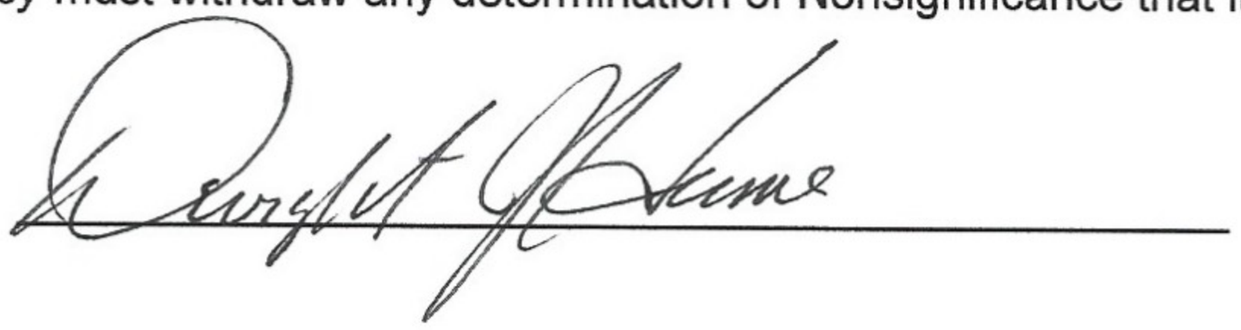
   Proposed measures to reduce or respond to such demand(s) are:
   None

6. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.

   As a designated intense area of mixed use, a project within the subject property developed in full compliance with applicable development regulations, will have no conflict with state or federal laws or requirements for the protection of the environment.

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the *agency* must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: *May 9, 2021* Signature: 

Please Print or Type:

PROJECT PROPONENT:

Name: *Ten Talents C/O Mark Agee* Address: *POB 1199*

Phone: *(509) 951-1033* *Veradale WA 99037*

CHECKLIST PERPARER (If different from proponent):

Name: *Dwight Hume* Address: *9101 N Mt. View Lane*

Phone: *(509) 435-3108* *Spokane WA 99218*

FOR STAFF USE ONLY

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NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(S): Z20-207COMP

PROPONENT: Ten Talents LLC (Agent: Dwight Hume, Land Use Solutions and Entitlement)

DESCRIPTION OF PROPOSAL: Amendment of the Land Use Plan Map designation for one parcel totaling 0.16 acres from "**Residential 4-10**" to "**General Commercial**" and a concurrent change of zoning from "**Residential Single-Family (RSF)**" to "**Centers and Corridors Type 2, District Center**" No specific development proposal is being approved at this time.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: The proposal concerns one parcel: 35073.2505, located at 1015 W Montgomery Avenue, SW of N Monroe Street and W Montgomery Avenue in the Emerson/Garfield neighborhood.

LEGAL DESCRIPTION: Legal descriptions of the subject property is available by contacting the City of Spokane. Located in 7-25-43 SW.

LEAD AGENCY: City of Spokane

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

[ ] There is no comment period for this DNS.

[ ] This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.

[X] This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). Comments regarding this DNS must be submitted no later than 5 p.m. on October 12, 2021 if they are intended to alter the DNS.

****

Responsible Official: Louis Meuler

Position/Title: Interim Director, Planning Services **Phone:** (509) 625-6300

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201

Date Issued: September 28, 2021 **Signature:** Louis Meuler (Sep 16, 2021 14:20 PDT)

****

APPEAL OF THIS DETERMINATION, after it has become final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane WA 99201. The appeal deadline is Noon on October 19, 2021 (21 days from the date of the signing of this DNS). This appeal must be on forms provided by the Responsible Official, make specific factual objections, and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

****

2020/2021 Comprehensive Plan Amendments

PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON COMPREHENSIVE PLAN AMENDMENT

FILE Z20-207COMP

A Recommendation of the Spokane Plan Commission to the City Council to APPROVE the Comprehensive Plan Amendment application seeking to amend the land use plan map designation from "Residential 4-10" to "General Commercial" for a 0.16-acre area located at 1015 W Montgomery. The implementing zoning designation recommended is "Centers and Corridors Type 2, District Center (CC2-DC)".

FINDINGS OF FACT:

A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA).

B. Under GMA, comprehensive plans generally may be amended no more frequently than once a year, and all amendment proposals must be considered concurrently in order to evaluate for their cumulative effect.

C. Amendment application Z20-207COMP (the "Application") was submitted in a timely manner for review during the City's 2020/2021 amendment cycle.

D. The Application seeks to amend the land use plan map designation for a 0.16-acre area located at 1015 W Montgomery (the "Property") from "Residential 4-10" to "General Commercial" with a corresponding change in zoning from "Residential Single Family (RSF)" to "Centers and Corridors Type 2, District Center (CC2-DC)".

E. The owner of the Property also owns an interest in the parcels immediately to the east and southeast of the property.

F. Annual amendment applications were subject to a threshold review process to determine whether the applications will be included in the City's Annual Comprehensive Plan Amendment Work Program.

G. On February 17, 2021, an Ad Hoc City Council Committee reviewed the applications that had been timely submitted and forwarded its recommendation to City Council regarding the applications.

H. On April 26, 2021, the City Council adopted Resolution RES 2021-0023 establishing the 2021 Comprehensive Plan Amendment Work Program and included the Application in the Work Program.

I. Thereafter, on May 19, 2021, staff requested comments from agencies, departments, and neighborhood councils. The City received one comment letter regarding the Application from the City Engineering Department noting that site-specific comments would be issued at the building permit review stage.

J. On May 20, 2021, the Land Use Subcommittee of the Community Assembly received a presentation regarding the 2020 Comprehensive Plan Amendment Work Program, including the Application.

K. A Notice of Application was published on June 21, 2021 in the Spokesman Review and was mailed to all properties and owners within a 400-foot radius of the subject Properties and any adjacent properties with the same ownership. Signs were also placed on the subject Properties in plain view of the public. The Notice of Application initiated a 60-day public comment period from June 21 to August 20, 2021, during which no comments were received.

L. On June 23, 2021, the Spokane City Plan Commission held a workshop to study the Application.

M. On August 5, 2021, the Community Assembly received a presentation regarding the 2021 Comprehensive Plan Amendment Work Program and the Application and was provided with information regarding the dates of Plan Commission workshops and hearings.

N. On September 20, 2021, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to the Comprehensive Plan.

O. On September 26 and October 6, 2021, notice was published in the Spokesman Review providing notice of a SEPA Determination of Non-Significance and notice of the Plan Commission Public Hearing.

P. On September 28, 2021, staff published a report addressing SEPA and providing staff's analysis of the merits of the Application, copies of which were circulated as prescribed by SMC 17G.020.060B.8. Staff's analysis of the Application recommended approval of the Application.

Q. On September 29, 2021, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were issued for the Application. The deadline to appeal the SEPA determination was September 14, 2020. No comments on the SEPA determination were received.

    1. Notice of the SEPA Determination for the Application was published in the Official Gazette on September 29 and October 6, 2021.

R. On September 29, 2021, Notice of Public Hearing and SEPA Determination was posted on the Property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four-hundred-foot radius of any portion of the boundary of the subject Properties.

S. On October 13, 2021, the Plan Commission held a public hearing on the Application, including the taking of verbal testimony, closed the verbal record, closed the written record as of Monday, October 25, and postponing deliberations until the following hearing date.

    1. No public testimony was provided at the hearing, save for a presentation by the applicant.

T. On October 27, 2021, the Plan Commission conducted its deliberations on this application and voted to recommend the City Council approve this application.

U. As a result of the City's efforts, pursuant to the requirements of SMC 17G.020.070, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to do so.

V. Except as otherwise indicated herein, the Plan Commission adopts the findings and analysis set forth in the Staff Report prepared for the Application (the "Staff Report").

W. The Plan Commission finds that the proposal meets the intent and requirements of the Comprehensive Plan, most specifically the policies under Goal LU 3, Centers and Corridors, concerning the establishment of Center-Type land uses in the City.

X. The Plan Commission finds that the proposal meets the decision criteria established by SMC 17G.020.030, as described in the Staff Report.

CONCLUSIONS:

Based upon the application materials, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), SEPA review, agency and public comments received, and public testimony presented regarding application File No. Z20-207COMP, the Plan Commission makes the following conclusions with respect to the review criteria outlined in SMC 17G.020.030:

1. The Application was submitted in a timely manner and added to the 2021 Annual Comprehensive Plan Amendment Work Program, and the final review application was submitted as provided in SMC 17G.020.050(D).

2. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.

3. The Application is consistent with the goals and purposes of GMA.

4. Any potential infrastructure implications associated with the Application will either be mitigated through projects reflected in the City's relevant six-year capital improvement plans or through enforcement of the City's development regulations at time of development.

5. As outlined in above in the Findings of Fact, the Application is internally consistent as it pertains to the Comprehensive Plan, as described in SMC 17G.020.030.E.

6. The Application is consistent with the Countywide Planning Policies for Spokane County, the comprehensive plans of neighboring jurisdictions, applicable capital facilities plans, the regional transportation plan, and official population growth forecasts.

7. The Application has been considered simultaneously with the other proposals included in the 2021 Annual Comprehensive Plan Amendment Work Program in order to evaluate the cumulative effect of all the proposals.

8. SEPA review was completed for the Application.

9. The Application will not adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

10. The Application proposes a land use designation that is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.).

11. The proposed map amendment and site is suitable for the proposed designation.

12. The map amendment would implement applicable comprehensive plan policies better than the current map designation.

RECOMMENDATIONS:

In the matter of Z20-207COMP, a request by Dwight Hume of Land Use Solutions and Entitlement on behalf of the Ten Talents LLC to change the land use plan designation on 0.16 acres of land from "Residential 4-10" to "General Commercial" with a corresponding change of the implementing zoning to "Centers and Corridors Type 2, District Center" (CC2-DC), based upon the above listed findings and conclusions, by a vote of **8 to 0**, the Spokane Plan Commission recommends City Council **APPROVE** the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan with corresponding amendment to the City's Zoning Map, and authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Commission's findings, conclusions, and recommendation on the application.

Todd Beyreuther, President
Spokane Plan Commission
November 08, 2021

Findings and Conclusions - Z20-207COMP Document 2 of 6

Final Audit Report 2021-11-08

Created:	2021-11-05
By:	Jackie Churchill (jchurchill@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgV0KdMCXqNgEjijAALzwYdhDq_ujy8tl

"Findings and Conclusions - Z20-207COMP Document 2 of 6" History

Document created by Jackie Churchill (jchurchill@spokanecity.org)
2021-11-05 - 2:13:28 AM GMT- IP address: 73.83.158.109

Document emailed to Todd Beyreuther (tbeyreuther@spokanecity.org) for signature
2021-11-05 - 2:14:53 AM GMT

Email viewed by Todd Beyreuther (tbeyreuther@spokanecity.org)
2021-11-08 - 8:16:32 PM GMT- IP address: 73.11.187.178

Document e-signed by Todd Beyreuther (tbeyreuther@spokanecity.org)
Signature Date: 2021-11-08 - 8:16:55 PM GMT - Time Source: server- IP address: 73.11.187.178

Agreement completed.
2021-11-08 - 8:16:55 PM GMT

Adobe Sign

Freibott, Kevin

From: Johnson, Erik D.
Sent: Wednesday, June 2, 2021 9:44 AM
To: Freibott, Kevin
Subject: FW: RFC for Comp Plan Map Amendment Proposal - 1015 W Montgomery Ave
Attachments: RFC - 1015 W Montgomery - Z20-207COMP.pdf; RFC - 155 E Cleveland - Z20-206COMP.pdf; RFC - 120 N Magnolia - Z20-194COMP.pdf

Kevin,

I took a look at these Comp Plan Land Use Map Amendments and have no Engineering concerns. Comments relating to access, the design of water, sewer, street improvements, and stormwater will be addressed as part of building permit review.

Thanks,

Erik Johnson | City of Spokane | Engineering Technician IV
☎ *Office* 509.625.6445 | *Cell* 509.995.0870 | edjohnson@spokanecity.org

FIND US LIKE US FOLLOW US

Comprehensive Plan or Land Use Code Amendment Pre-Application

Rev.20180102

W 1022 & 1028 Sinto Map Amendment

DESCRIPTION OF THE PROPOSED AMENDMENT:

(Please check the appropriate box(es)

☐ Comprehensive Plan Text Change
☐ Regulatory Code Text Change
☒ Land Use Designation Change
☐ Area-Wide Rezone

Please respond to these questions on a separate piece of paper. Incomplete answers may jeopardize your application's chances of being reviewed during this amendment cycle.

1. General Questions *(for all proposals)*:

a. Summarize the general nature of the proposed amendment.
A map amendment from R 10-20 and RTF zone to R 15+ and an RHD zone within the North Monroe Street Corridor.

b. Why do you feel this change is needed?
The existing residential structures were first constructed in 1891 and 1910 and are both functionally obsolete. Moreover, the City designated the subject properties within a Corridor that is intended to accommodate much higher densities than the current RTF zone allows. With Spokane's current shortage of housing, it is appropriate to accommodate some of that housing demand with the intended higher density zones.

c. In what way(s) is your proposal similar to or different from the fundamental concepts contained in the comprehensive plan?
As stated above, this is the recently updated North Monroe Corridor and pursuant to LU 3-2, Corridors are areas of mixed use that extend no more than two blocks in either direction from the center of the transportation corridor (Monroe). Within a Corridor, there is a greater intensity of development. Housing is up to 44 units per acre next to the transportation corridor with a density transition to 22 units per acre at the outer edge. This proposal is therefore consistent with the policy provisions of the comprehensive plan due to the location within the Corridor at a mid-point of that allowed density transition.

d. For text amendments: What goals, policies, regulations or other documents might be changed by your proposal? *Not Applicable*

e. For map amendments:
   1. What is the current Land Use designation and zoning for each affected parcel? *R 10-20 and RTF*
   2. What is the requested Land Use designation and zoning for each affected parcel? *R 15+ and RHD*
   3. Describe the land uses surrounding the proposed amendment site(s); e.g. land use type, vacant/occupied, etc.
      Subject: Existing S/F and 8-plex
      West: Residential S/F
      North/NE: Residential S/F
      South: vacant, garage, s/f and duplex
      East: S/F and Retail

Memo

Additional Comments Received: Comp Plan Amendments

Department of Planning Services

Date: November 8, 2021

From: Kevin Freibott, Assistant Planner II

To: Spokane City Council

Since the publication of the Staff Reports for the various proposed Comprehensive Plan Amendments, the City has received numerous additional written comments. These are not included in the Staff Reports and, thus, I have included them here for your review and consideration. The attached comments concern application **File Z20-207COMP**, Montgomery Avenue.

Freibott, Kevin

From: E.J. Iannelli <ej.iannelli@gmail.com>
Sent: Friday, October 8, 2021 10:16 AM
To: Freibott, Kevin
Subject: NPAC / Z20-207COMP

Follow Up Flag: Follow up
Flag Status: Flagged

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Kevin,

Just left you a voicemail but wanted to follow up via e-mail as well. There were two queries:

One is the NPAC. I'm supposed to be applying to succeed Megan Kennedy on that, but I haven't been alerted to any application process. We'd corresponded via Karen Stratton on this back in late April, and I just want to make sure I haven't missed any important deadlines.

The second issue—of equal importance—concerns Z20-207COMP. This is Mark Agee's business Ten Talents LLC applying for a rezone. On paper this looks fairly straightforward, but the situation on the ground has become considerably more fraught. Ten Talents also owns and operates The Lloyd, which has become a major trouble spot in the neighborhood, and some candid conversations with housing leaders have suggested that mismanagement is a root cause.

The small group of neighbors who are aware of the links between the drug/theft/vandalism/violence problems, The Lloyd and the planning request are starting to grow very, very concerned that the rezone is the first step in having not one but two under-supervised, under-equipped, under-maintained transitional housing facilities concentrated on a single block. The litany of problems we're already facing is immense, and approval of what seems to be a benign zone change will almost certainly send this area into an unrecoverable downward spiral.

What I'd like to know is, what steps can one take to table approval of the rezone request until the problems at The Lloyd have been permanently addressed?

Looking forward to hearing from you. If it's more convenient to call, I'm on (509) 720-7350.

Best,

— E.J.

Freibott, Kevin

From: Freibott, Kevin
Sent: Wednesday, October 13, 2021 9:49 AM
To: ej.iannelli@gmail.com
Cc: Stratton, Karen; Kinnear, Lori; Meuler, Louis; Richman, James; Black, Tirrell
Subject: Re: The Lloyd/Z20-207COMP

Good morning, EJ. I just wanted to expand a bit on our conversation on the phone after you submitted your comments and follow up on your concerns with safety/operations at the Lloyd apartments and the site of file Z20-207COMP (1015 W Montgomery Ave). As I mentioned on the phone earlier this week, the only application we have from Ten Talents at this point is for the Comprehensive Plan Amendment and the rezone. No development has been proposed or applied for on the properties north of the Lloyd. If the applicant is successful with their comprehensive plan amendment request, they would still have to apply for a demo permit and building permit before any physical changes would occur to the site.

I thought you might like to review the Staff Report for the Comp Plan Amendment/Rezone on Montgomery. You can find the **Staff Report via this link**. In the staff report you'll find our analysis of the various criteria against which any such amendment is considered, found in the Municipal Code in **SMC 17G.020.030**. These are the guidelines the City uses when considering Comp Plan Amendments for adoption.

As I mentioned before, I'll make sure to forward your original email to me to the Plan Commission and City Council prior to their hearings on the proposal as part of the public record for this application. In the meantime, if you have any additional questions please don't hesitate to contact me. Thanks and have a good day!

Kevin

Kevin Freibott | Planner II | City of Spokane - Planning and Development Services
509.625-6184 | mailto:kfreibott@spokanecity.org | spokanecity.org | spokaneplanning.org

From: Mark Agee
To: Freibott, Kevin; Dwight Hume
Subject: DeLorzier Letter
Date: Friday, October 15, 2021 4:23:25 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Kevin,
I totally understand the neighborhood concerns and share them myself. The issue in not that I don't care and haven't started dealing with the problems or poor tenants, drugs, and other illegal acts in the building and area,, but rather the problems have had no good solutions due to changes in our STATE LAWS. Not only have my hands and Volunteers of America (our majority tenant) been tied, but as I'm sure you are aware, the police can no longer act on many of these issues. We have evicted problematic folks as fast as legally possible and have increased our security in the building and properties to try to keep the problem folks out.
Our desire is to clean up our part of the block and bring it back to the family neighborhood it once was, and could again be.
We have NO PLANS to move ahead on a new project until the current building is made whole, safe and family friendly. Any new project would target working families in need of affordable housing, which is where the LLoyd is heading.
Thank you for your time and consideration.

--
Mark L Agee

509-951-1033

From: Dwight Hume
To: Freibott, Kevin
Cc: Mark Agee
Subject: Z20-207COMP Lloyd Apt Concerns
Date: Monday, October 18, 2021 2:30:14 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Kevin: I would remind the Planning Commission that this unfortunate social concern is not relevant to land use planning and this request does two things; 1) it enables reuse of the subject site on Montgomery with new compliant construction and 2) it provides for the integration of the parcel into the currently vacant parcel at Montgomery and Monroe for more efficient site planning.

Respectfully Submitted

Dwight J Hume
Land Use Solutions and Entitlement
9101 N Mt. View Lane
Spokane WA 99218
509-435-3108

Agenda Sheet for City Council Meeting of: 11/22/2021		**Date Rec'd**	11/8/2021
		Clerk's File #	ORD C36142
		Renews #	
Submitting Dept	PLANNING & ECONOMIC DEVELOPMENT	**Cross Ref #**	
Contact Name/Phone	KEVIN FREIBOTT 625-6184	**Project #**	Z20-208COMP
Contact E-Mail	KFREIBOTT@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	First Reading Ordinance	**Requisition #**	
Agenda Item Name	0650 - COMPREHENSIVE PLAN AMENDMENT – SINTO AVENUE		

Agenda Wording

An Ordinance relating to application Z20-208COMP, by Ten Talents LLC, amending the Comprehensive Plan Land Use Plan Map from Residential 10-20 to Residential 15+ for 1.31 acres and a change to the Zoning Map to Residential High Density, 55-ft Max Ht.

Summary (Background)

The proposal concerns 1014, 1022, 1028 W Sinto Ave and 1011, 1017, 1023, 1027 W Maxwell Ave, parcels 35182.2401 thru 35182.2407 & 35182.2409.This Application is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act.The application has fulfilled public participation and notification requirements.The Plan Commission held a Public Hearing on October 27 to consider this amendment and has recommended approval of the amendment.

Lease? YES Grant related? NO Public Works? NO

Fiscal Impact		**Budget Account**
Neutral	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	BLACK, TIRRELL	**Study Session\Other**	Study Session - 10/28
Division Director	MACDONALD, STEVEN	**Council Sponsor**	Lori Kinnear
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	RICHMAN, JAMES	kfreibott@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	tblack@spokanecity.org	
Additional Approvals		kmoweryfrashefski@spokanecity.org	
Purchasing		jrichman@spokanecity.org	
		dhume@spokanecity.org	
		marklagee@spokanecity.org	
		sbishop@spokanecity.org	

Ordinance No. C36142

AN ORDINANCE RELATING TO APPLICATION FILE Z20-208COMP AND AMENDING MAP LU 1, LAND USE PLAN MAP, OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 10-20" TO "RESIDENTIAL 15+" FOR APPROXIMATELY 1.31 ACRES LOCATED AT 1014, 1022, 1028 W SINTO AVE and 1011, 1017, 1023, 1027 W MAXWELL AVE (PARCELS 35182.2401 THRU 35182.2407 & 35182.2409) AND AMENDING THE ZONING MAP FROM "RESIDENTIAL TWO FAMILY (RTF)" TO "RESIDENTIAL HIGH DENSITY, 55-FOOT MAX HEIGHT (RHD-55)".

WHEREAS, pursuant to Resolution 2021-0023, the City Council included land use amendment application Z20-208COMP (the "Application") in the City's 2021 Annual Comprehensive Plan Work Program; and

WHEREAS, the Application seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for 1.31 acres from "Residential 10-20" to "Residential 15+"; if approved, the implementing zoning destination requested is "Residential High Density, 55-Foot Max Height (RHD-55)"; and

WHEREAS, following extensive public notice and participation, on October 13, 2021, the Spokane Plan Commission held a public hearing on the Application; and

WHEREAS, at the close of the hearing, after considering the public testimony, public comments, and the staff report, the Spokane Plan Commission concluded that the Application is consistent with and implements the Comprehensive Plan, and that it is consistent with the review criteria for Comprehensive Plan Amendments set forth in Spokane Municipal Code 17G.020.030; and

WHEREAS, the Spokane Plan Commission voted 8 to 0 to recommend approval of the Application; and

WHEREAS**,** by virtue of the public process outlined in the Plan Commission Findings of Fact, Conclusions, and Recommendation (Exhibit F), the public has had extensive opportunities to participate throughout the 2021 Annual Comprehensive Plan Work Program and all persons desiring to comment on the Application were given a full and complete opportunity to be heard; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Application. Application Z20-208COMP is approved.

2. Amendment of the Land Use Map. The Spokane Comprehensive Plan Map LU 1, Land Use Plan Map, is amended from "Residential 10-20" to "Residential 15+" for 1.31 acres, as shown in Exhibits A and B.

3. Amendment of the Zoning Map. The City of Spokane Zoning Map is amended from "Residential Two Family" to "Residential High Density, 55-Foot Max Height (RHD-55)," as shown in Exhibits C and D.

PASSED BY THE CITY COUNCIL ON _____, 2021.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Z20-208COMP (1022 & 1028 W Sinto)

Concerning parcel(s) in the West Central Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 4/27/2021

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.

EXHIBIT A: Existing Land Use Plan Map

Subject Parcel

Parcels

City Boundary

Current Land Use Designation

General Commercial

Institutional

Office

Res 10-20

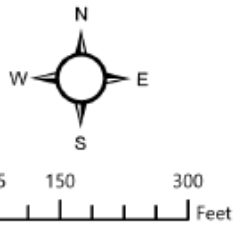
Res 15+

* City Council has expanded the application to include these additional six properties. These properties are to be considered concurrently as a city-sponsored proposal.

EXHIBIT B: Proposed Land Use Plan Map

Parcel(s): 35102.2401 thru 35182.2407, 35182.2409

Approximate Area: 1.31 acres



PROJECT LOCATION

Neighborhood and Planning Services
Drawn By: Kevin Freibott

Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

Z20-208COMP (1022 & 1028 W Sinto)

Concerning parcel(s) in the West Central Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 4/27/2021

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.

Subject Parcel

Parcels

City Boundary

Current Zoning

- Center and Corridor Type 2
- Community Business
- Light Industrial
- Office Retail
- Residential High Density
- Residential Two-Family

* City Council has expanded the application to include these additional six properties. These properties are to be considered concurrently as a city-sponsored proposal.

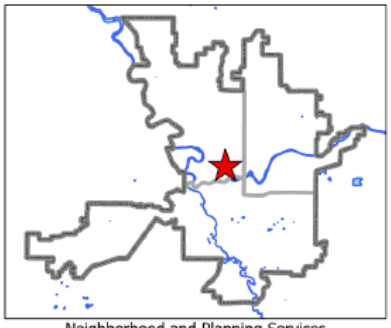
Parcel(s): 35182.2401 thru 35182.2407, 35182.2409

Approximate Area: 1.31 acres

N W E S

0 75 150 300 Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

EXHIBIT C: Existing Zoning

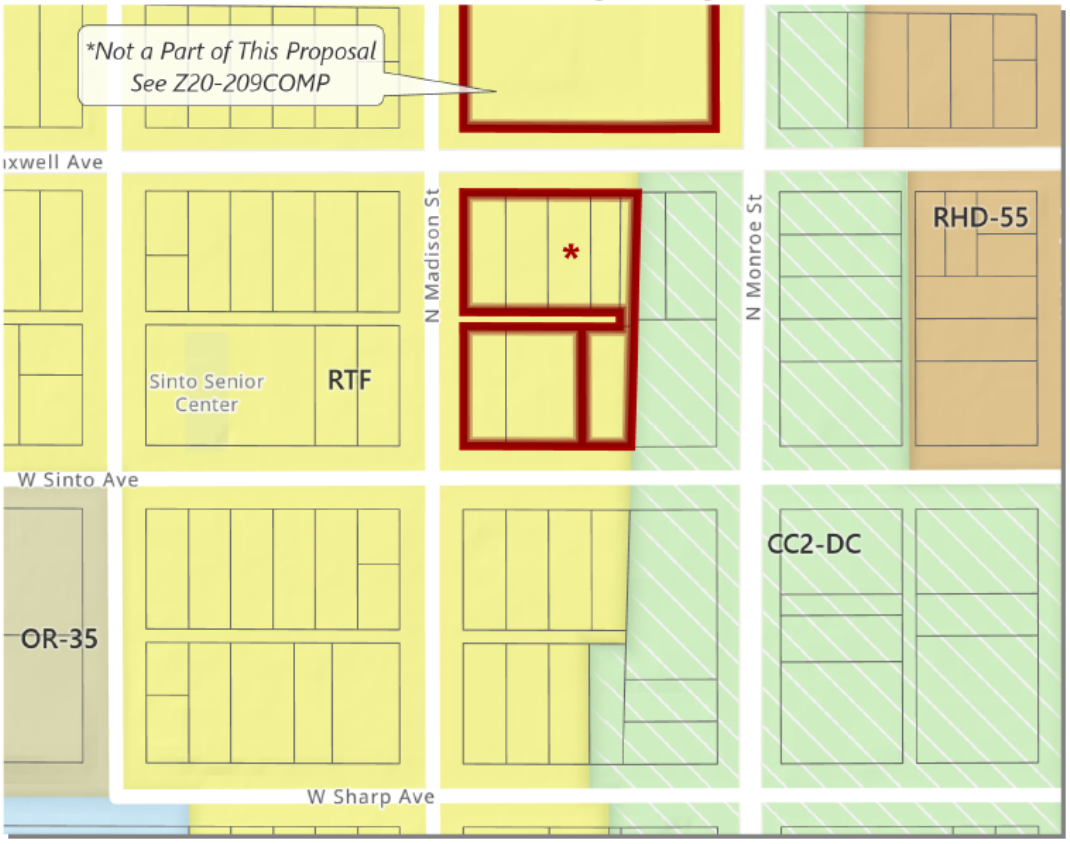
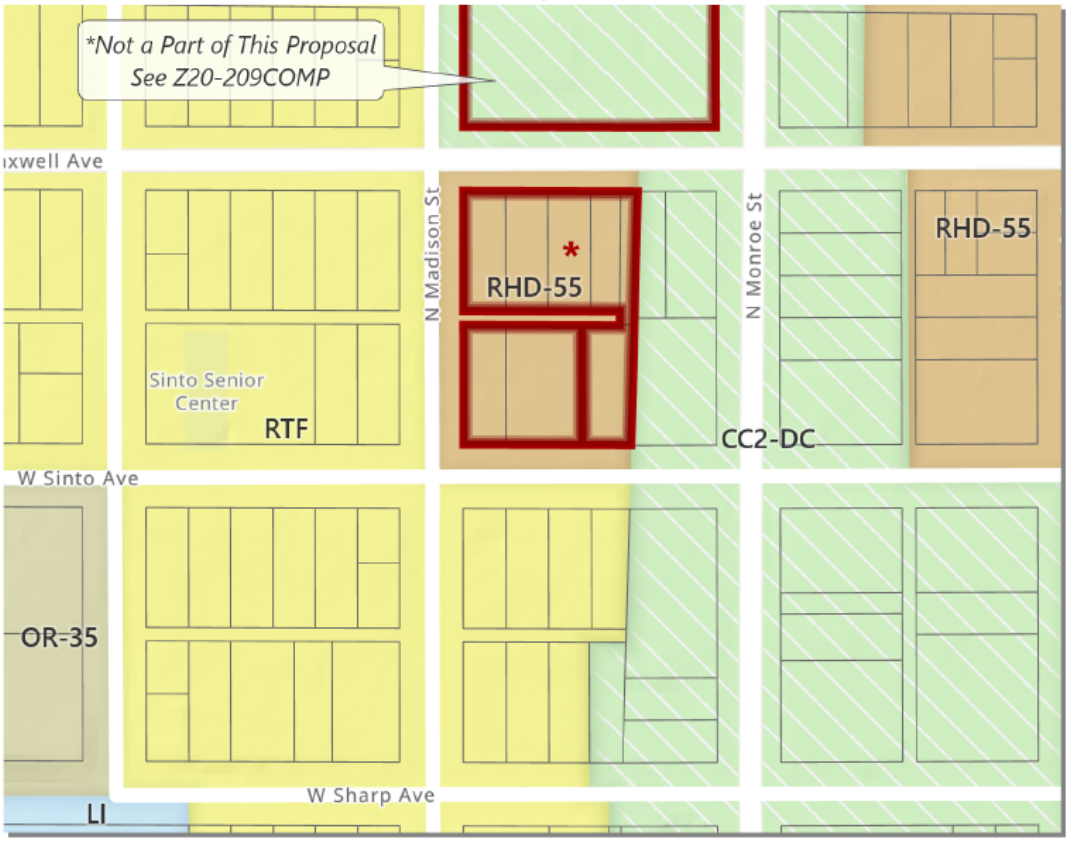


EXHIBIT D: Proposed Zoning



Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

Exhibit E: Legal Description

BINGAMANS ADDITION, LOTS 1-8, BLOCK 8; S142FT OF TR L YG BET B8 BINGAMANS &B31 STRATTONS; ALSO N158FT OF TR LYG BET B8 BINGAMANS &B31 STRATTONS SUBJ TO ESMT OVER S16FT DESC IN DOC 1395 11C

2020/2021 Comprehensive Plan Amendments

STAFF REPORT FOR FILE Z20-208COMP (W SINTO AVE)

Department of Neighborhood and Planning Services

The following staff report concerns a proposed amendment to the City's current Comprehensive Plan. The proposal is to amend the land use plan map designation and zoning of one or more parcels in the City of Spokane. Amendments to the Comprehensive Plan are enabled by Spokane Municipal Code (SMC) 17G.020 and Revised Code of Washington (RCW) 36.70A.130.

I. PROPERTY SUMMARY

Parcel(s):	35182.2401 thru 35182.2407 & 35182.2409
Address(es):	1014, 1022, and 1028 W Sinto Ave & 1011, 1017, 1023, and 1027 W Maxwell Ave
Property Size:	1.31 acres
Legal Description:	BINGAMANS ADDITION, LOTS 1-8, BLOCK 8; S142FT OF TR L YG BET B8 BINGAMANS &B31 STRATTONS; ALSO N158FT OF TR LYG BET B8 BINGAMANS &B31 STRATTONS SUBJ TO ESMT OVER S16FT DESC IN DOC 1395 11C
General Location:	Western 2/3 of the block bounded by N Maxwell Ave, N Addison St, W Sinto Ave, and N Monroe St
Current Use:	Multi-Family and Single-Family Homes

II. APPLICANT SUMMARY

This application has two applicants—a private applicant and the City of Spokane itself. The following information regards the original private applicant:

Agent:	Dwight Hume, Land Use Solutions and Entitlement
Applicant:	Ten Talents LLC
Property Owner:	Ten Talents LLC (Parcels 35182.2405 and 35182.2406)

The following information regards the two properties applied for by the City:

Representative:	Kevin Freibott, Planning Services
Applicant:	City of Spokane
Property Owners:	Scott & Glenda Hanes (Parcel 35182.2401) Adrian Simionoiu (Parcel 35182.2402) William Reeser (Parcel 35182.2403) Theodore Davis & J.S. Witham (Parcel 35182.2404) Robert & Michelle Tweedy (Parcel 35182.2407) King Building LLC (Parcel 35182.2409)

III. PROPOSAL SUMMARY

Current Land Use Designation:	Residential 10-20 (R 10-20)
Proposed Land Use Designation:	Residential 15+ (R 15+)
Current Zoning:	Residential Two Family (RTF)
Proposed Zoning:	Residential High Density, 55-foot Max Height (RHD-55)
SEPA Status:	A SEPA threshold Determination of Non-Significance (DNS) was made on September 28, 2021. The appeal deadline is 5:00 PM on October 12, 2021.
Plan Commission Hearing Date:	October 13, 2021
Staff Contact:	Kevin Freibott, Assistant Planner II, kfreibott@spokanecity.org
Staff Recommendation:	**Approve**

IV. BACKGROUND INFORMATION

1. **General Proposal Description**: Pursuant to the procedures established by SMC 17G.060, enabled by RCW 36.70A.130, the applicant asks the City of Spokane to amend the land use plan map designation (Map LU-1 of the Comprehensive Plan) from "Residential 10-20" to "Residential 15+" and zoning designation (Official Zoning Map of the City of Spokane) from "Residential Two Family (RTF)" to "Residential High-Density, 55 Foot Max Height (RHD-55)" for two properties located in the West Central Neighborhood. The stated intent of the applicant is to potentially redevelop parcel 35182.2405 (the south-westernmost property) with multi-family uses. The applicant has not stated any intent to redevelop the adjacent property to the east at this time.

   During the threshold review process, the City Council added six additional properties to the proposal, comprising the remaining parcels on the block with the same land use plan map designation and zoning as the original applicant proposal. No new development is proposed or expected for the additional properties.

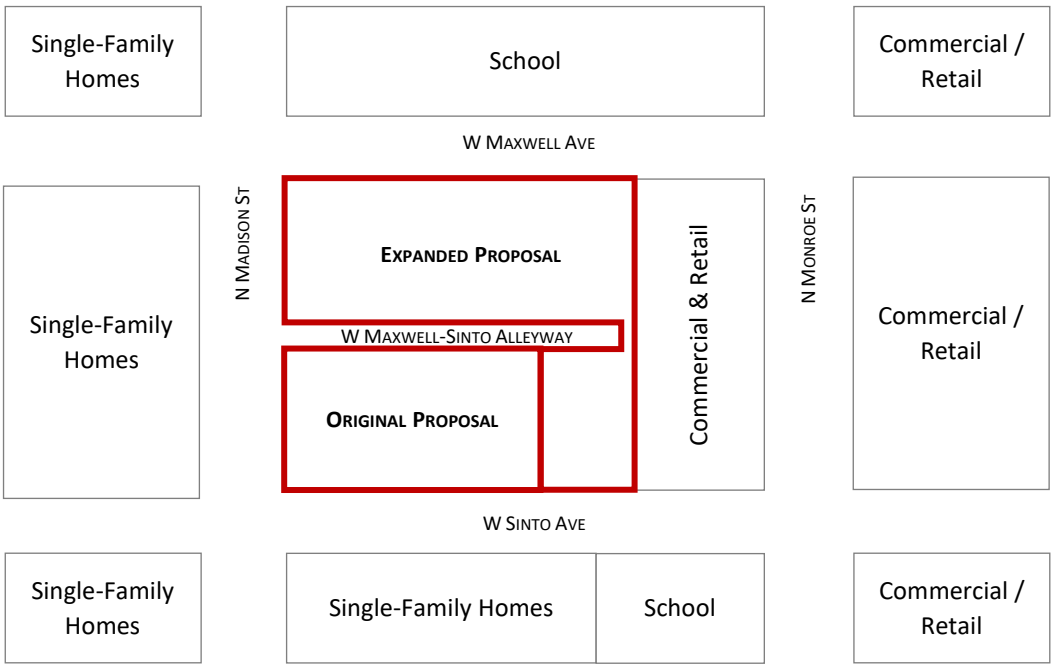
2. **Site Description and Physical Conditions**: The site general flat containing multiple single- and multifamily residences. An existing City alleyway extends through the site from the midpoint of N Madison Street eastward for approximately 180 feet, terminating before it reaches the eastern limit of the proposal.

3. **Property Ownership**: The two parcels in the original applicant proposal are both owned by Ten Talents LLC, a registered WA State Limited Liability Company based in Spokane, WA. The six additional parcels added to the proposal by the Spokane City Council are owned by the following individuals/entities:

   - Scott & Glenda Hanes (Parcel 35182.2401)
   - Adrian Simionoiu (Parcel 35182.2402)
   - William Reeser (Parcel 35182.2403)

- Theodore Davis & J.S. Witham (Parcel 35182.2404)
- Robert & Michelle Tweedy (Parcel 35182.2407)
- King Building LLC (Parcel 35182.2409)

4. **Adjacent Property Improvements and Uses**: The proposal is surrounded by existing development of the following nature:



5. **Street Class Designations**: N Monroe Street and W Maxwell Ave are classified as a Major Arterials. All remaining streets are either local streets or alleyways.

6. **Current Land Use Designation and History**: As shown in **Exhibit A**, the current land use plan map designation of the properties is "Residential 10–20 Dwellings per Acre (R 10-20)." The subject properties have been designated as such since the City's adoption of the Growth Management Act (GMA) compliant Comprehensive Plan in 2001.

7. **Proposed Land Use Designation**: As shown in **Exhibit B**, the proposal is to amend the land use plan map designation to "Residential 15+ Dwellings per Acre."

8. **Current Zoning and History**: As shown in **Exhibit C,** the current zoning of the subject properties is "Residential Two-Family (RTF)." The zoning has been the same since the current zoning map was adopted in 2006. The historical zoning is shown in the following table:

Year	Zone	Description
1958	Class II Residential	*A medium density residential zone.*
1975	R3 Multi-Family Residence	*A medium density residential zone.*

Year	Zone	Description
After 1975, Prior to 2006	R2 Two-Family Residence	*Similar zoning to today.*

9. Proposed Zoning: As shown in **Exhibit D**, the proposal seeks to amend the zoning to "Residential High-Density, 55-foot Max Height (RHD-55)."

V. APPLICATION PROCESS AND PUBLIC COMMENT

1. Key Steps: The application is being processed according to SMC 17G.060, including the following steps:

Application Submitted ..... October 26, 2020
Threshold Application Certified Complete ..... January 12, 2021
Council Threshold Subcommittee Established[1] ..... January 11, 2021
Council Threshold Subcommittee Met ..... February 17, 2021
Annual Work Program Set[2] ..... April 26, 2021
Agency/Department Comment Period Ended ..... June 2, 2021
Notice of Application Posted ..... June 21, 2021
Plan Commission Workshop ..... July 28, 2021
60-Day Public Comment Period Ended ..... August 20, 2021
SEPA Determination Issued ..... September 28, 2021
Notice of Public Hearing Posted ..... September 29, 2021
Plan Commission Hearing Date (Scheduled) ..... October 13, 2021

2. Comments Received: A request for comments was issued to City departments, local agencies, and departments, along with pertinent application details on May 19, 2021. By the close of agency comment on June 2, 2021, no agency/department comments were received.

Following the agency/department comment period, a Notice of Application was issued on June 21, 2021 by mail to all properties and owners within a 400-foot radius of the subject properties, including within 400-feet of any adjacent properties with the same ownership. Notice was also posted on the subject properties and in the Spokesman Review. City staff emailed notice to the neighborhood council as well and to any nearby neighborhood councils.

A single comment was received on this proposal from Ms. Linda Carroll, who objected to any change to the property at 1022 W Sharp (see **Exhibit L**). She cited the historic nature of the building design and the need to retain structures of this type and character in the City. While the building Ms. Carroll cites was constructed in 1910, it is not listed in either the Spokane or National Historic Registers.

[1] Spokane City Council Resolution 2021-0003
[2] Spokane City Council Resolution 2021-0023

Regardless, the applicant included it in their proposal to bring the land use plan map designation and zoning into compliance with the existing building, not to redevelop the site or remove the existing structure. The property to the west of this existing apartment building may be redeveloped in the near future if the applicant so wishes, but they have not expressed any interest in redeveloping the multi-family building at 1022 W. Sharp at this time.

3. **Public Workshop**: A public workshop with the Spokane Plan Commission was held on July 28, 2021, during which the particulars of the proposal were presented to the Plan Commission for their consideration and discussion. The applicant was provided an opportunity to speak during the workshop, but no public comment was taken.

VI. Application Review and Analysis

1. **Guiding Principles**: SMC 17G.020.010 provides the following guiding principles for the annual comprehensive plan amendment process:

   A. Keep the comprehensive plan alive and responsive to the community.

   B. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.

   C. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.

   D. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.

   E. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.

   F. Amendments to the comprehensive plan must result in a net benefit to the general public.

2. **Review Criteria**: SMC 17G.020.030 provides a list of considerations that are to be used, as appropriate, by the applicant in developing an amendment proposal, by planning staff in analyzing a proposal, by the plan commission making a recommendation on a proposal, and by the city council in making a decision on the proposal. Following each of the considerations is staff's analysis relative to the proposed amendment.

   A. Regulatory Changes: *Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations*.

   Staff Analysis: Staff reviewed and processed the proposed amendment under the most current regulations contained in the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent federal, state, or legislative actions with which the proposal would be in conflict, and no comments were received to this effect from any applicable agencies receiving notice of the proposal.

   The proposal satisfies this criterion.

B. GMA: *The change must be consistent with the goals and purposes of the State Growth Management Act.*

Staff Analysis: The Growth Management Act (GMA) details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, "Planning Goals"), and these goals guided the City's development of its comprehensive plan and development regulations. No comments received or other evidence in the record indicates inconsistency between the proposed plan map amendment and the goals and purposes of the GMA.

The proposal satisfies this criterion.

C. Financing: *In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.*

Staff Analysis: The City did not require, nor did any Agency or City Department comment request or require a traffic impact analysis for the proposal. The subject properties are already served by water, sewer, nearby transit service, and adjacent existing City streets. Furthermore, under State and local laws, any subsequent development of the site will be subject to a concurrency determination pursuant to SMC 17D.010.020.

The proposal satisfies this criterion.

D. Funding Shortfall: *If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.*

Staff Analysis: No evidence of a potential funding shortfall from this proposal exists.

The proposal satisfies this criterion.

E. Internal Consistency:

1. *The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.*

Staff Analysis: The proposal is internally consistent with applicable supporting documents of the Comprehensive Plan as follows:

Development Regulations. As a non-project proposal, there are no specific plans for development of this site. Additionally, any future development on this site will be required to be consistent with the current development regulations at the time an

application is submitted. The proposal does not result in any non-conforming uses or development and staff finds no reason to indicate that the proposed Comprehensive Plan Land Use Plan Map and zone change would result in a property that cannot be reasonably developed in compliance with applicable regulations.

Capital Facilities Program. As described in the staff analysis of Criterion C above, no additional infrastructure or capital expenditures by the City are anticipated for this non-project action, and it is not anticipated that the City's integrated Capital Facilities Program would be affected by the proposal.

Neighborhood Planning Documents Adopted after 2001. The West Central neighborhood completed the "West Central Neighborhood Action Plan" (the WCNAP) in 2013 which was subsequently adopted by the City Council[3] on February 11, 2013. The WCNAP is extensive and covers multiple topics of neighborhood revitalization and benefit. Multiple maps in the WCNAP highlight the presence of the N Monroe Corridor (in which the subject properties lie). Regarding land use, the WCNAP divides the neighborhood into several study areas. The proposal is located in the northern part of Area 6. For Area 6, the WCNAP states "residential high density two to three story should be allowed as well as residential multi-family."[4] The WCNAP also states, under Issue Rank 2, the following:

> "West Central should capitalize on the current growth in the neighborhood to increase revitalization and private investment in the neighborhood. This means returning more structures in the neighborhood's housing stock to owner-occupied residences and providing other opportunities for low-income and subsidized apartment residences." [5]

There are no apparent features of the proposal that would conflict with the WCNAP. Increased residential density in this location seems supportive of the strategies and actions called for in the neighborhood plan.

Miscellaneous Comprehensive Plan Goals and Policies. Staff have compiled a list of Comprehensive Plan Goals and Policies which bear on the proposal in Exhibit H of this report. Further discussion of these policies is provided under section K.2 below.

The proposal satisfies this criterion.

2. *If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.*

Staff Analysis: The proposal is generally consistent with current Comprehensive Plan policies, as described in further detail in the staff analysis of Criterion K.2 below and other

[3] See Spokane City Council Resolution RES 2013-0012.
[4] WCNAP, pp. 21-22.
[5] Ibid., p. 9.

criteria in this report. Therefore, no amendment to policy wording is necessary and this criterion does not apply to the subject proposal.

The proposal satisfies this criterion.

F. Regional Consistency: *All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.*

Staff Analysis: The proposed change in land use designations affects a relatively small area within an existing urbanized area, with no foreseeable implications to regional or inter-jurisdictional policy issues. No comments have been received from any agency, City department, or neighboring jurisdiction which would indicate that this proposal is not regionally consistent.

The proposal satisfies this criterion.

G. Cumulative Effect: *All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.*

1. **Land Use Impacts:** *In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.*

2. **Grouping:** *Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.*

   Staff Analysis: The City is concurrently reviewing this application and five other applications for Comprehensive Plan amendments as part of an annual plan amendment cycle. All six applications are for map amendments, five for changes to the land use plan map (LU-1) and one for changes to the Bicycle Facilities Map (TR-5). When considered together, these various applications do not interact, nor do they augment or detract from each other. Thus, the cumulative effects of these various applications are minor.

   This proposal satisfies this criterion.

H. SEPA: *SEPA[6] Review must be completed on all amendment proposals and is described in Chapter 17E.050.*

1. ***Grouping***: *When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.*

[6] State Environmental Protection Act

2. ***DS***: *If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).*

   Staff Analysis: The application is under review in accordance with the State Environmental Policy Act (SEPA), which requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of the information contained in the environmental checklist, written comments from local and State departments and agencies concerned with land development within the City, and a review of other information available to the Director of Planning Services, a Determination of Non-Significance was issued on September 28, 2021.

   The proposal satisfies this criterion.

I. ***Adequate Public Facilities****: The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.*

Staff Analysis: The proposal would change the land-use designation of a previously developed area served by public facilities and services described in CFU 2.1. The proposed change in land-use designations affects a relatively small area and does not measurably alter demand for public facilities and services in the vicinity of the site or on a citywide basis. Any subsequent development of the site will be subject to a concurrency determination pursuant to SMC 17D.010.020, thereby implementing the policy set forth in CFU 2.2.

The proposal satisfies this criterion.

J. ***UGA****: Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.*

Staff Analysis: The proposal does not include an expansion to the UGA, thus this criteria does not apply.

This criterion does not apply.

K. Demonstration of Need:

1. ***Policy Adjustments:*** *Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. The need for this type of adjustment might be supported by findings from feedback instruments related to monitoring and evaluating the implementation of the comprehensive plan.*

   Staff Analysis: The proposal does not include a policy adjustment, thus this criterion does not apply.

2. ***Map Changes:*** *Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:*

   a. *The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g. compatibility with neighboring land uses, proximity to arterials, etc.);*

   Staff Analysis: Because the proposal seeks to designate the property for a "Residential 15+" land use plan map designation, conformance with Policy LU 1.4, Higher Density Residential Uses, is the primary consideration for this criterion. LU 1.4 states that higher density residential, like that proposed in this application, should be directed to "Centers and Corridors designated on the Land Use Plan Map." The proposal concerns several properties that are located within or in very close proximity to the North Monroe Corridor. A subarea planning process has not yet been completed, pursuant to Policy LU 3.4, Planning for Centers and Corridors. However, Policy 1.4 does not require that a Center or Corridor have undergone a subarea planning process, only that the Center or Corridor be designated on the Land Use Plan Map. The North Monroe Corridor is so designated. Accordingly, the proposal appears consistent with applicable location criteria in the Comprehensive Plan.

   b. *The map amendment or site is suitable for the proposed designation.*

   Staff Analysis: The site is adequately served by all utilities and by a major arterial street, bus service is nearby on E Sprague Avenue, and the site is generally level and devoid of critical areas. There exist no physical features of the site or its surroundings that would preclude mixed-use development on the site, save for the Combined Sewer Overflow facility on-site. The property owner and City are fully aware of this feature. Future development of the site, regardless of whether the comprehensive plan amendment is approved, would have to avoid this area as a matter of course.

   c. *The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation*.

   Staff Analysis: See discussion under topic 'a' above. Comprehensive Plan Policy calls for increased residential density in Centers and Corridors. As such, the proposal would help to implement the development strategy laid out in the Comprehensive Plan policies, especially those concerning Centers and Corridors (see **Exhibit H**).

   The proposal satisfies this criterion.

3. **Rezones, Land Use Plan Amendment:** *Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally*

consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Staff Analysis: If the Land Use Plan Map amendment is approved as proposed, the zoning designation of the subject property will change concurrently from Residential Two Family (RTF) to Residential High Density, 55-foot Max Height (RHD-55)

The proposal satisfies this criterion.

VII. CONCLUSION

The proposal has been processed and considered according to the requirements of the Spokane Municipal Code. According to the information provided above and the whole of the administrative record, and provided Plan Commission or City Council make the recommended change to the project, the proposal appears to meet the criteria for a comprehensive plan amendment as provided in SMC 17G.020.030.

Following the close of public testimony and deliberations regarding conclusions with respect to the review criteria and decision criteria detailed in SMC Chapter 17G.020, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested amendment to the Land Use Plan map of the City's Comprehensive Plan.

VIII. STAFF RECOMMENDATION

Staff recommends the Plan Commission and City Council **approve** the original applicant-submitted proposal; and

Staff recommends the Plan Commission and City Council **approve** the proposal for the expanded properties.

IX. LIST OF EXHIBITS

A. Existing Land Use Plan Map
B. Proposed Land Use Plan Map
C. Existing Zoning Map
D. Proposed Zoning Map
E. Application Notification Area
F. Detail Aerial
G. Wide-Area Aerial
H. List of Relevant Comp Plan Policies
I. Application Materials
J. SEPA Checklist
K. SEPA Determination of Non-Significance
L. Public Comments

Z20-208COMP (1022 & 1028 W Sinto)

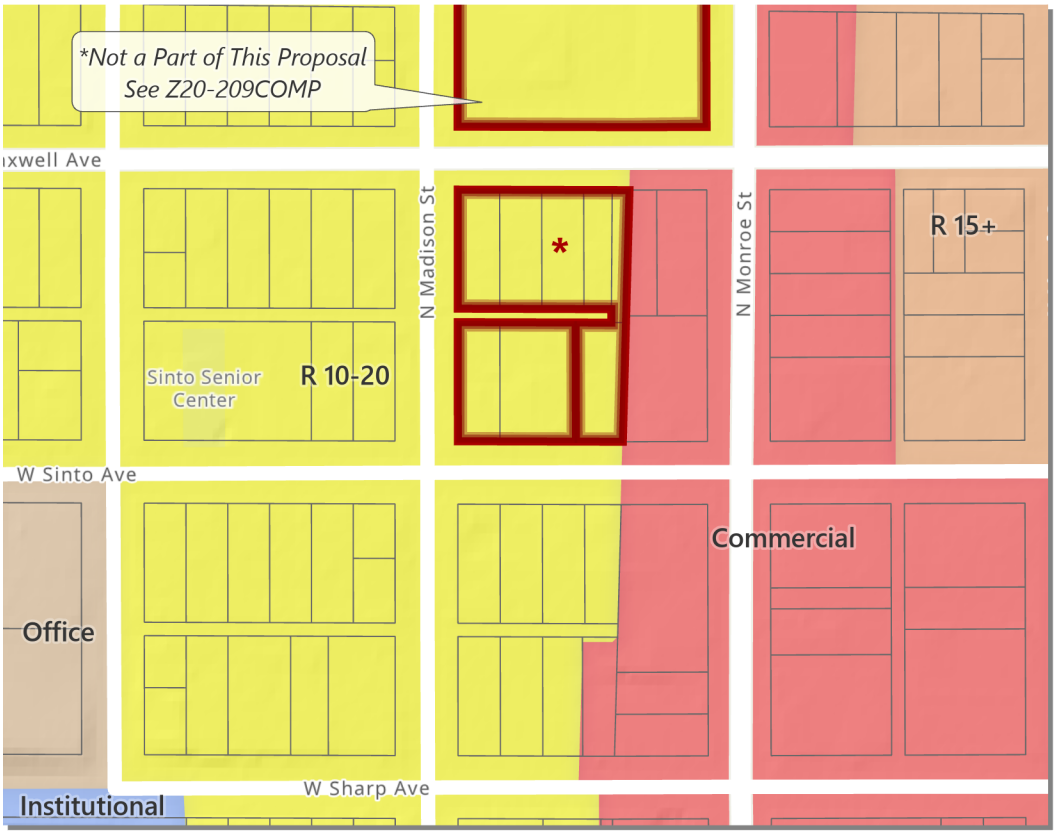
Concerning parcel(s) in the West Central Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 4/27/2021

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.

EXHIBIT A: Existing Land Use Plan Map



Subject Parcel

Parcels

City Boundary

Current Land Use Designation

General Commercial

Institutional

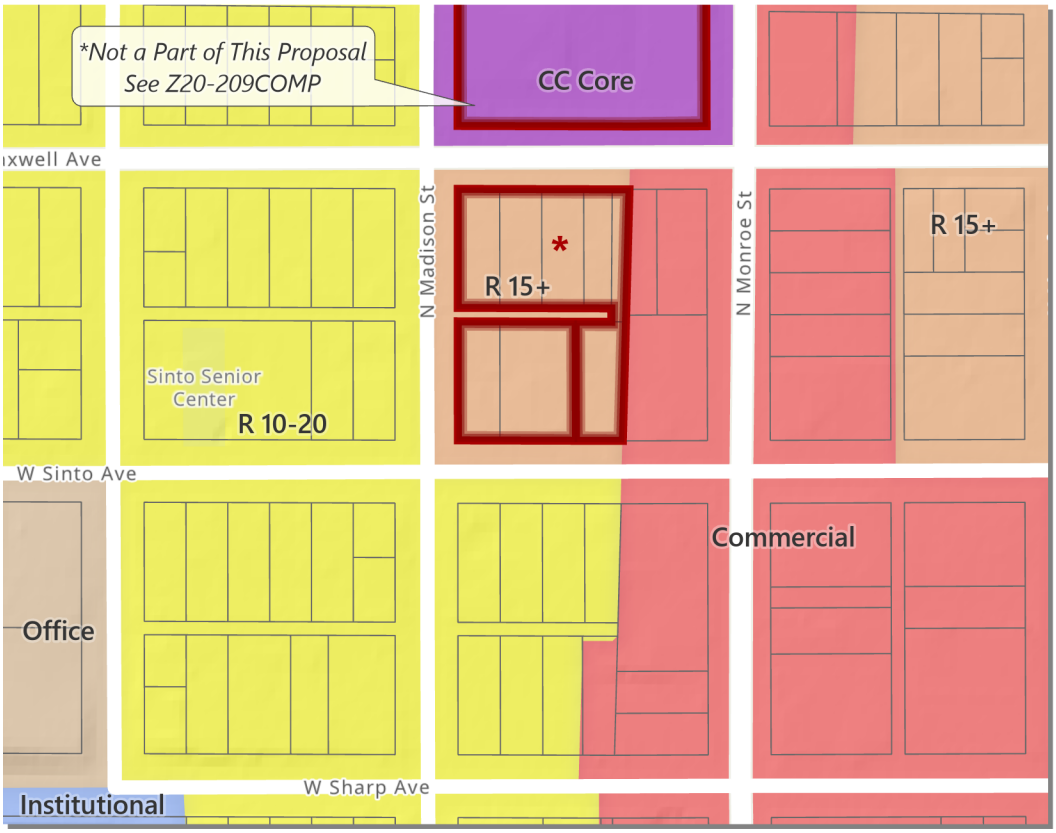
Office

Res 10-20

Res 15+

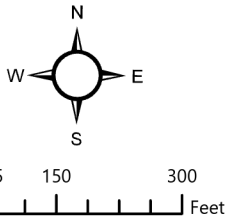
* City Council has expanded the application to include these additional six properties. These properties are to be considered concurrently as a city-sponsored proposal.

EXHIBIT B: Proposed Land Use Plan Map

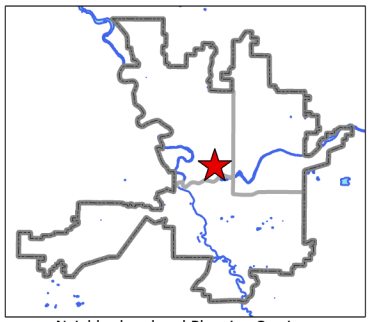


Parcel(s): 35182.2401 thru 35182.2407, 35182.2409

Approximate Area: 1.31 acres



PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

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Z20-208COMP (1022 & 1028 W Sinto)

Concerning parcel(s) in the West Central Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 4/27/2021

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Subject Parcel

Parcels

City Boundary

Current Zoning

- Center and Corridor Type 2
- Community Business
- Light Industrial
- Office Retail
- Residential High Density
- Residential Two-Family

* City Council has expanded the application to include these additional six properties. These properties are to be considered concurrently as a city-sponsored proposal.

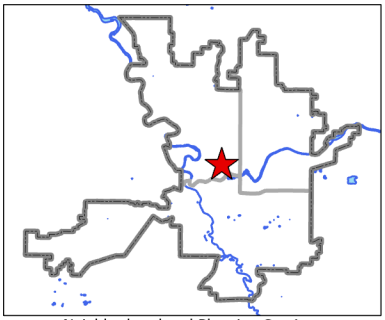
Parcel(s): 35182.2401 thru 35182.2407, 35182.2409

Approximate Area: 1.31 acres

N W E S

0 75 150 300 Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

EXHIBIT C: Existing Zoning

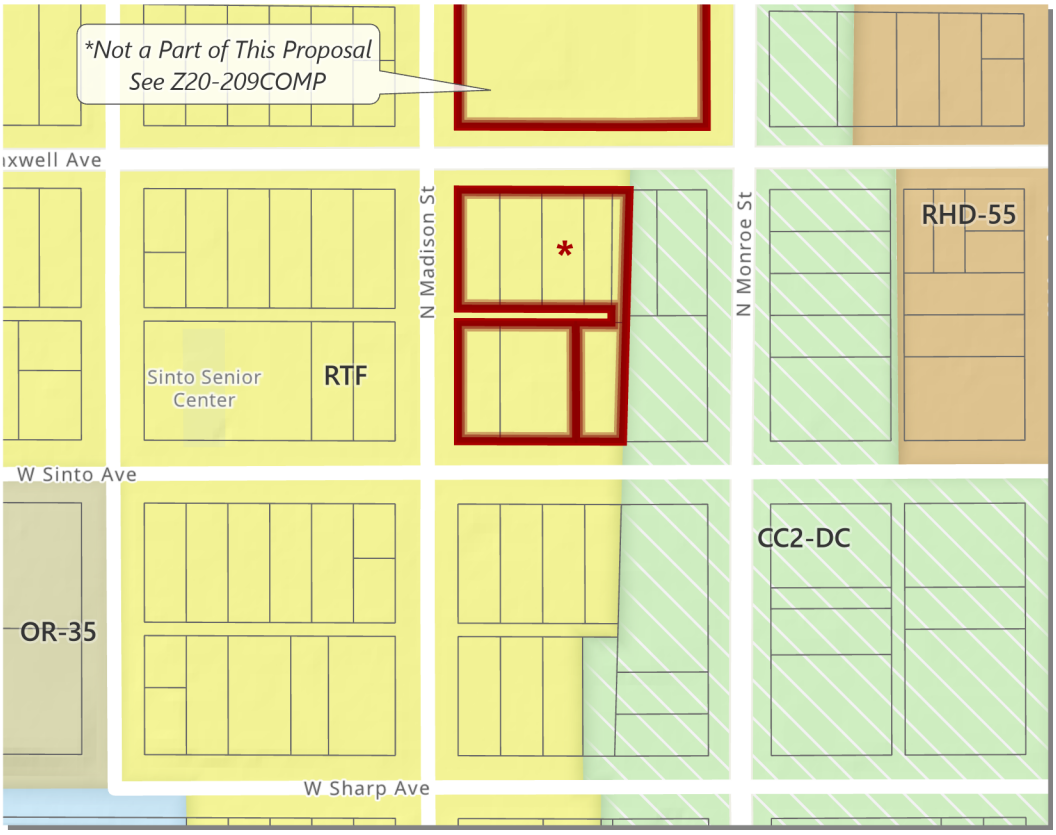
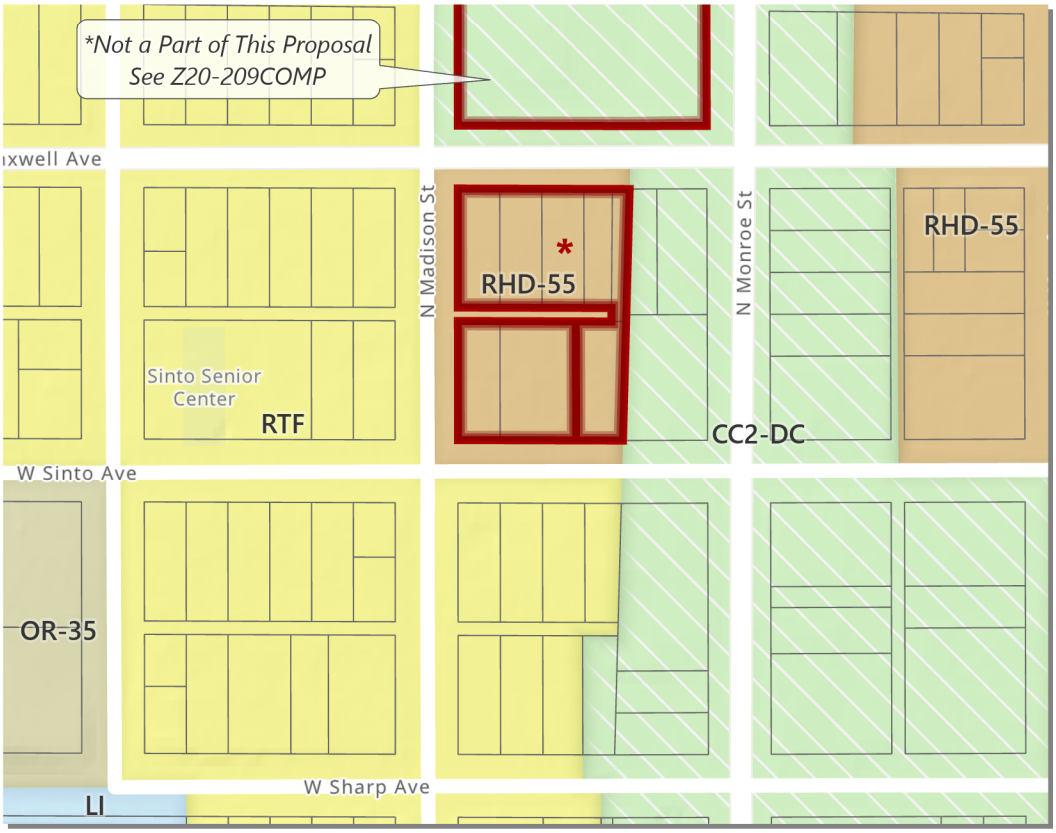


EXHIBIT D: Proposed Zoning



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Z20-208COMP

(1022/1028 W Sinto Avenue - West Central Neighborhood)

2020/2021 Comprehensive Plan Amendment Proposals

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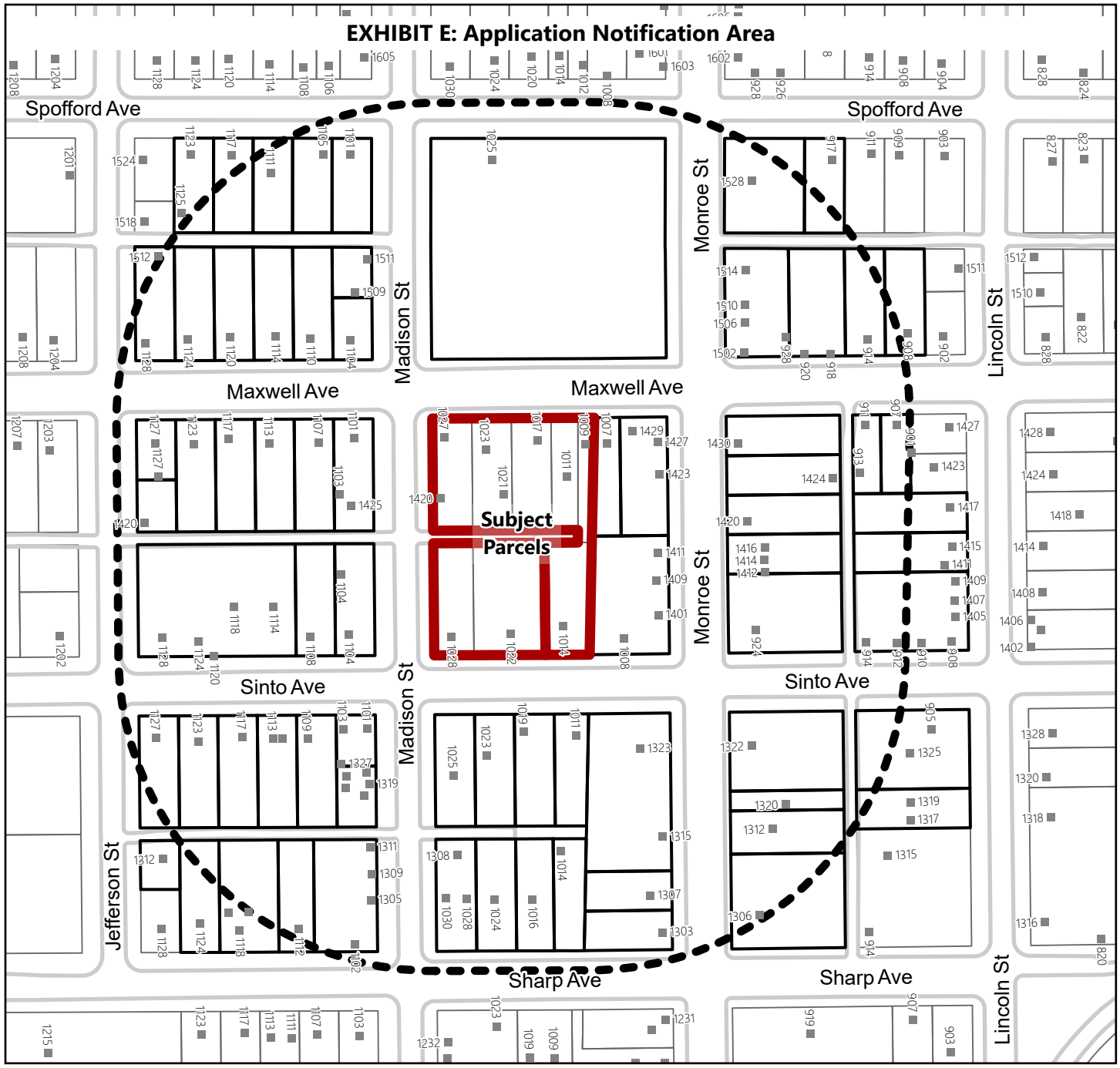


Legend

- Parcel
- Curb Line
- Address Point

Area Type

- Subject Parcels
- Notification_Boundary
- Notification_Parcels

Application Proposes To:

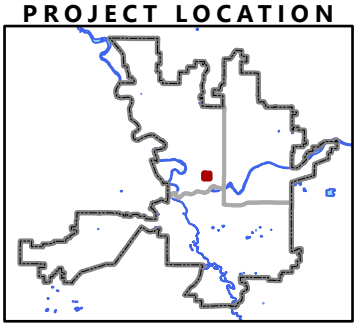
Change Land Use Designation from "Residential 10-20" to "Residential 15+"

N W E S

Project Size: 1.3 Acres (Approximate)
Drawing Date: 6/1/2021 Drawing Scale: 1:2,250

0 75 150 300
Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

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Z20-208COMP (1022 & 1028 W Sinto)

Concerning parcel(s) in the West Central Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 9/15/2021

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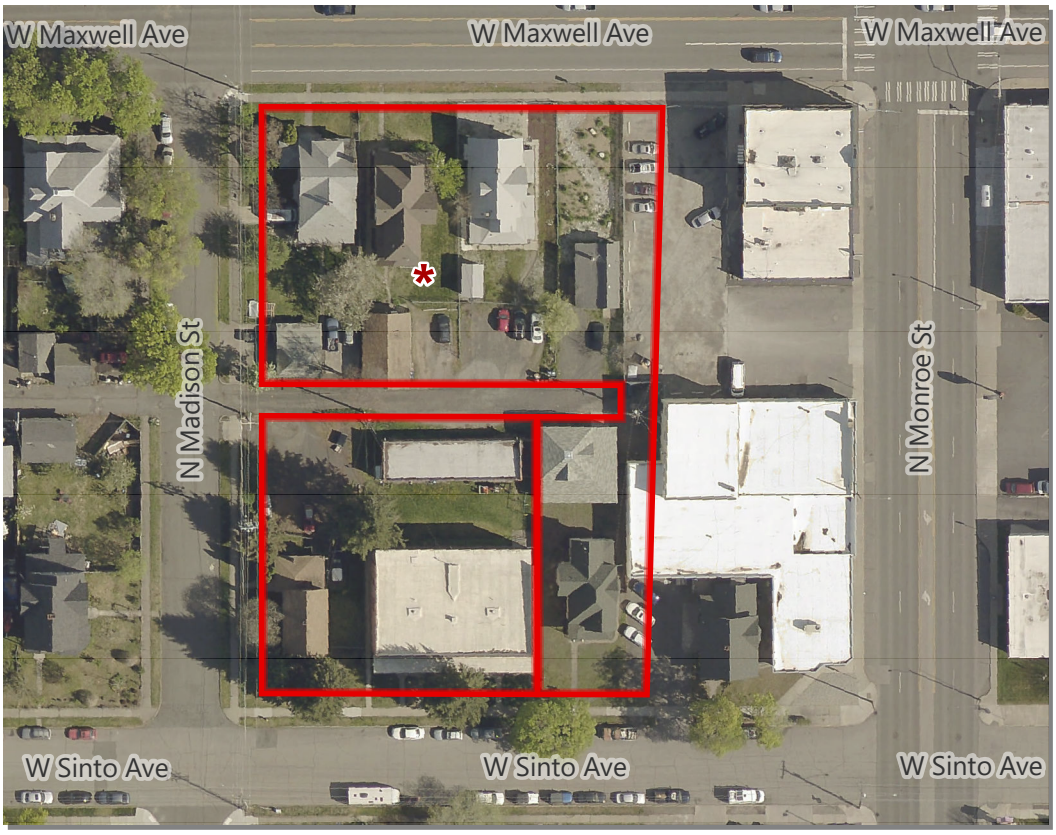
EXHIBIT F: Detail Aerial



Subject Parcels

Adjacent Ownership

* City Council has expanded the application to include these additional six properties. These properties are to be considered concurrently as a city-sponsored proposal.

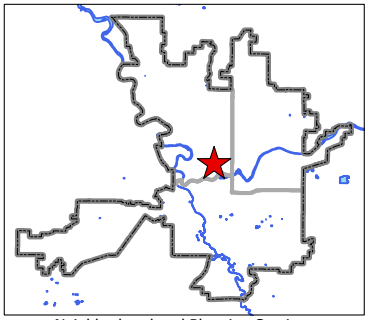
EXHIBIT G: Wide Area Aerial

Parcel(s): 35182.2401 thru 35182.2407, 35182.2409

Approximate Area: 1.31 acres

N
W E
S

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

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EXHIBIT H: Z20-208COMP

Department of Neighborhood and Planning Services

The following policies of the Comprehensive Plan relate to application Z20-208COMP. The full text of the Comprehensive Plan can be found at www.shapingspokane.org.

Chapter 3—Land Use

LU 1.4 Higher Density Residential Uses

Direct new higher density residential uses to Centers and Corridors designated on the Land Use Plan Map.

Discussion: Higher density housing of various types is the critical component of a center. Without substantially increasing population in a center's immediate vicinity, there is insufficient market demand for goods and services at a level to sustain neighborhood-scale businesses. Higher density residential uses in Centers range from multi-story condominiums and apartments in the middle to small-lot homes at the edge. Other possible housing types include townhouses, garden apartments, and housing over retail space.

To ensure that the market for higher density residential use is directed to Centers, future higher density housing generally is limited in other areas. The infill of Residential 15+ and Residential 15-30 residential designations located outside Centers are confined to the boundaries of existing multi-family residential designations where the existing use of land is predominantly higher density residential.

LU 3.1 Coordinated and Efficient Land Use

Encourage coordinated and efficient growth and development through infrastructure financing and construction programs, tax and regulatory incentives, and by focusing growth in areas where adequate services and facilities exist or can be economically extended.

Discussion: Future growth should be directed to locations where adequate services and facilities are available. Otherwise, services and facilities should be extended or upgraded only when it is economically feasible to do so.

The Centers and Corridors designated on the Land Use Plan Map are the areas of the city where incentives and other tools should be used to encourage infill development, redevelopment and new development. Examples of incentives the city could use include assuring public participation, using public facilities and lower development fees to attract investment, assisting with project financing, zoning for mixed-use and higher density development, encouraging rehabilitation, providing in-kind assistance, streamlining the permit process, providing public services, and addressing toxic contamination, among other things.

LU 3.2 Centers and Corridors

Designate Centers and Corridors (neighborhood scale, community or district scale, and regional scale) on the Land Use Plan Map that encourage a mix of uses and activities around which growth is focused.

Discussion: … Corridors are areas of mixed land use that extend no more than two blocks in either direction from the center of a transportation corridor. Within a Corridor there is a greater intensity of development in comparison to the surrounding residential areas. Housing at a density up to 44 units per acre and employment densities are adequate to support frequent transit service. The density of housing transitions to a lower level (up to 22 units per acre) at the outer edge of the Corridor. A variety of housing styles, apartments, condominiums, row houses, and houses on smaller lots are allowed. A full range of retail services, including grocery stores serving several neighborhoods, theaters, restaurants, dry-cleaners, hardware stores, and specialty shops are also allowed. Low intensity, auto-dependent uses (e.g., lumber yards, automobile dealers, and nurseries) are prohibited.

Corridors provide enhanced connections to other Centers, Corridors, and downtown Spokane. To accomplish this, it is important to make available safe, attractive transit stops and pedestrian and bicycle ways. The street environment for pedestrians is much improved by placing buildings with multiple stories close to the street with wide sidewalks and street trees, attractive landscaping, benches, and frequent transit stops. Parking lots should not dominate the frontage of these pedestrian-oriented streets, interrupt pedestrian routes, or negatively impact surrounding neighborhoods. Parking lots should be located behind or on the side of buildings whenever possible.

The following locations are designated as Corridors on the Land Use Plan Map:

- North Monroe Street;
- Hillyard Business Corridor; and
- Hamilton Street Corridor.

…

LU 3.3 Designating Centers and Corridors

Designate new Centers or Corridors in appropriate locations on the Land Use Plan Map through a city-approved planning process.

Discussion: The Comprehensive Plan recognizes that Centers and Corridors are the most appropriate location for commercial and higher density residential uses. In some areas of the city, there may be a need to designate a new Center or Corridor. The exact location, boundaries, size, and mix of land uses in a Center or Corridor should be determined through a city-approved sub-area planning process that is inclusive of all interested stakeholders, including business and property owners, and the affected neighborhood(s). This process may be initiated by the city, or at the request of a neighborhood or private interest.

LU 3.4 Planning for Centers and Corridors

Conduct a city-approved subarea planning process to determine the location, size, mix of land uses, and underlying zoning within designated Centers and Corridors. Prohibit any change to land use or zoning within suggested Centers or Corridors until a subarea planning process is completed.

Discussion: Suggested Centers and Corridors are those that have been newly designated and do not have any underlying Center and Corridor land use or zoning. Land use and zoning, as well as the size, location and intensity of the land use for all Centers and Corridors should be determined through a sub-area planning process that is inclusive of all stakeholders. Any such process shall include

consultation and coordination with property owners and the neighborhood in which the Center or Corridor is located. This process may be initiated by the city, or at the request of a neighborhood or private interest. Center and Corridor planning should consider the following factors:

- existing and planned commercial and residential densities and development conditions;
- amount of commercial land needed to serve the neighborhood;
- public facilities, available utilities and infrastructure, and service capacity for residential and commercial development;
- capital facility investments and access to public transit; and
- other characteristics of a Center as provided in this plan, or as further refined.

The subarea planning process should result in a determination of the boundaries of the designated Center or Corridor, the land use mix and intensities of use, and the identification of any changes to the Land Use Map within the designated Center or Corridor.

LU 3.5 Mix of Uses in Centers

Achieve a proportion of uses in Centers that will stimulate pedestrian activity and create mutually reinforcing land uses.

Discussion: Neighborhood, District, and Employment Centers are designated on the Land Use Plan Map in areas that are substantially developed. New uses in Centers should complement existing on-site and surrounding uses, yet seek to achieve a proportion of uses that will stimulate pedestrian activity and create mutually reinforcing land use patterns. Uses that will accomplish this include public, core commercial/office and residential uses.

All Centers are mixed-use areas. Some existing uses in designated Centers may fit with the Center concept; others may not. Planning for Centers should first identify the uses that do not fit and identify sites for new uses that are missing from the existing land use pattern. Ultimately, the mix of uses in a Center should seek to achieve the following minimum requirements:

Table LU 1 – Mix of Uses in Centers

Land Use	Neighborhood Center	District and Employment Center
Public	10 percent	10 percent
Commercial/Office	20 percent	30 percent
Higher-Density Housing	40 percent	20 percent

Note: All percentage ranges are based on site area, rather than square footage of building area.

This recommended proportion of uses is based on site area and does not preclude additional upper floors with different uses. The ultimate mix of land uses and appropriate densities should be clarified in a site-specific planning process in order to address site-related issues such as community context, topography, infrastructure capacities, transit service frequency, and arterial street accessibility. Special care should be taken to respect the context of the site and the character of surrounding existing neighborhoods. The 10 percent public use component is considered a goal and should include land devoted to parks, plazas, open space, and public facilities.

LU 4.1 Land Use and Transportation

Coordinate land use and transportation planning to result in an efficient pattern of development that supports alternative transportation modes consistent with the Transportation Chapter and makes significant progress toward reducing sprawl, traffic congestion, and air pollution.

Discussion: The GMA recognizes the relationship between land use and transportation. It requires a transportation element that implements, and is consistent with, the land use element. The transportation element must forecast future traffic and provide information on the location, timing, and capacity needs of future growth. It must also identify funding to meet the identified needs. If probable funding falls short of needs, the GMA requires the land use element to be reassessed to ensure that needs are met.

LU 4.2 Land Uses That Support Travel Options and Active Transportation

Provide a compatible mix of housing and commercial uses in Neighborhood Centers, District Centers, Employment Centers, and Corridors.

Discussion: This provides opportunities for people to use active forms of transportation to get to work and shopping, enables less reliance on automobiles, reduces commuting times and distances, makes mass transit more viable, and provides greater convenience for area residents while supporting physical activity.

LU 4.6 Transit-Supported Development

Encourage transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit stops.

Discussion: People are more likely to take transit to meet their everyday travel needs when transit service is frequent, at least every 15 minutes. Mixed-use development in these areas will enable less reliance on automobiles for travel, reduce parking needs, and support robust transit ridership. Land use regulations and incentives will encourage this type of development along high-performance transit corridors.

Transit-supported development should be encouraged through the application of development incentives, enhanced design measures, streetscape standards, parking standards, and potential changes in density and use. Each of these measures should be developed through a sub-area planning (or similar) process as each highperformance transit line is planned and developed. These sub-area planning processes should include neighborhood and stakeholder involvement and public participation processes to ensure that site-specific and neighborhood-context issues are addressed and benefits are maximized.

LU 5.3 Off-Site Impacts

Ensure that off-street parking, access, and loading facilities do not adversely impact the surrounding area.

Discussion: Off-street parking, access, and loading facilities are usually associated with the development of higher density residential, office, and commercial uses. These features often have major impacts on single-family residential areas. The impacts are most significant when these

facilities are next to or intrude between homes. When these facilities are accessory to a higher density residential or nonresidential use, they should be developed according to the same policies and zoning regulations as govern the primary use. New parking lots should also have the same zoning classification as the primary use. In addition, these facilities should be developed to minimize adverse impacts to adjacent properties. All parking lots should be paved. Parking lots and loading areas should have appropriate buffers to fully screen them from adjacent, less intensive uses. Access to business and higher density residential sites should be controlled to avoid impacts on adjacent uses, pedestrian movement, and street functions.

LU 5.5 Compatible Development

Ensure that infill and redevelopment projects are well-designed and compatible with surrounding uses and building types.

Chapter 6 – Housing

H 1.11 Access to Transportation

Encourage housing that provides easy access to public transit and other efficient modes of transportation.

Discussion: Transportation is the second largest expenditure after housing and can range from 10 to 25 percent of household expenditures. Examining where housing is located and the associated transportation costs may provide a more realistic evaluation of housing affordability in the future.

H 1.18 Distribution of Housing Options

Promote a wide range of housing types and housing diversity to meet the needs of the diverse population and ensure that this housing is available throughout the community for people of all income levels and special needs.

Discussion: A variety of housing types should be available in each neighborhood. Diversity includes styles, types, size, and cost of housing. Many different housing forms can exist in an area and still exhibit an aesthetic continuity. Development of a diversity of housing must take into account the context of the area and should result in an improvement to the existing surrounding neighborhood.

H 2.4 Linking Housing with Other Uses

Ensure that plans provide increased physical connection between housing, employment, transportation, recreation, daily-needs services, and educational uses.

Discussion: The location of housing in relation to other land uses is a part of what determines the quality of housing. The desirability and viability of housing changes for different segments of the community, based on an area's mix of land uses. As complementary land uses become spread further apart, transportation options decrease while transportation costs increase. These added transportation costs reduce the amount of household income available for housing and other household needs. This affects lower-income households first. In urban areas, basic services, such as grocery stores, public transportation, and public parks, should be available within a mile walk of all housing

Chapter 7 – Economic Development

ED 2.4 Mixed Use

Support mixed-use development that brings employment, shopping, and residential activities into shared locations that stimulate opportunities for economic activity.

Chapter 8 – Urban Design and Historic Preservation

DP 1.2 New Development in Established Neighborhoods

Encourage new development that is of a type, scale, orientation, and design that maintains or improves the character, aesthetic quality, and livability of the neighborhood.

Discussion: New development should be compatible with the context of the area and result in an improvement to the surrounding neighborhood.

DP 2.12 Infill Development

Encourage infill construction and area redevelopment that complement and reinforce positive commercial and residential character.

Discussion: Infill construction can benefit the community when done in a manner that improves and does not detract from the livability of the neighborhood and the desirable design character of the area.

Chapter 11—Neighborhoods

N 2.1 Neighborhood Quality of Life

Ensure that neighborhoods continue to offer residents transportation and living options, safe streets, quality schools, public services, and cultural, social, and recreational opportunities in order to sustain and enhance the vitality, diversity, and quality of life within neighborhoods.

Discussion: Spokane enjoys a rich variety of living opportunities within its individual neighborhoods, each with its unique character. Maintaining and enhancing our neighborhood assets is key to providing stability within neighborhoods and Spokane citizens with a prolonged sense of pride.

N 8.4 Consistency of Plans

Maintain consistency between neighborhood planning documents and the comprehensive plan.

Discussion: Neighborhood planning shall be conducted within the framework of the comprehensive plan, and further, the Growth Management Act requires that these plans be consistent with the comprehensive plan.

City of Spokane

Planning Services Department

General Application

DESCRIPTION OF PROPOSAL:

Map Amendment from R 10-20 to R 15+ and a corresponding zone change from RTF to RHD

ADDRESS OF SITE OF PROPOSAL: (if not assigned yet, obtain address from Public Works before submitting application)

W 1022 and 1028 Sinto Avenue

APPLICANT:

Name:	Ten Talents LLC C/O Mark Agee		
Address:	P O Box 1199 Veradale WA 99037		
Phone (home):		**Phone (work):**	509-951-1033
Email address:	marklagee@gmail.com		

-PROPERTY OWNER:

Name:	Same as above		
Address:			
Phone (home):		**Phone (work):**	
Email address:			

AGENT:

Name:	Land Use Solutions and Entitlement c/o Dwight Hume		
Address:	9101 N Mt. View Lane Spokane WA 99218		
Phone (home):		**Phone (work):**	435-3108
Email address:	dhume@spokane-landuse.com		

ASSESSOR'S PARCEL NUMBERS:

35182.2405 and 35182.2406

LEGAL DESCRIPTION OF SITE:

Bingamans Addn. Lot 5 Block 8 (W 1028 Sinto)
Bingamans Addn. Lot 6 and the West 40 ft. of Lot 7 (W 1022 Sinto)

SIZE OF PROPERTY:

1028 Sinto (7100 sf) 1022 Sinto (12780 sf) Total:19889 sf (.46 acres)

LIST SPECIFIC PERMITS REQUESTED IN THIS APPLICATION:

Map Amendment and Zone Change

SUBMITTED BY:

Dwight Hume

☐ Applicant Property Owner ☐ Property Purchaser **X** Agent

In the case of discretionary permits (administrative, hearing examiner, landmarks commission or plan commission), if the applicant is not the property owner, the owner must provide the following acknowledgement:

I, Ten Talents LLC Mark L Agee, Manager, owner of the above-described property do hereby authorize Dwight Hume to represent us and our interests in all matters regarding this application.

ACKNOWLEDGMENT:

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

see file for notary

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

_____

Notary Public in and for the State of Washington,
residing at _____

f. Do you know of any existing studies, plans or other documents that specifically relate to or supportyour proposal? *No plans*

g. Why did you decide to pursue a comprehensive plan amendment rather than address your concern through some other aspect of the Development Services department's work program (e.g. neighborhood planning, public input on new regulations, etc.)?

There is no purpose or budget for a neighborhood study. Furthermore, the area has been designated a Corridor since the original adoption of the comprehensive plan with policy provisions for density increases at the inner corridor but no changes in zoning to accommodate the intended growth. Accordingly, this is the only opportunity to amend the plan, as a private sector amendment.

h. Has there been a previous attempt to address this concern through a comprehensive plan amendment?
☐ Yes X No

i. If yes, please answer the following questions:
1. When was the amendment proposal submitted?
2. Was it submitted as a consistent amendment or an inconsistent amendment?
3. What were the Plan Commission recommendation and City Council decision at that time?
4. Describe any ways that this amendment proposal varies from the previously considered version.

Development Services Center 808 West Spokane Falls Boulevard, Spokane, WA 99201-3336
my.spokanecity.org | Phone: 509.625.6300 | Fax: 509.625.6822

W 1022 and 1028 Sinto Threshold Supplement

1. Describe how the proposed amendment is appropriately addressed as a Comprehensive Plan Amendment.

   The request is for a map change to the adopted Comprehensive Plan Map, hence the Comprehensive Plan Amendment.

2. The proposed amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City council or by a neighborhood or subarea planning process.

   The subject site is located well within a designated Corridor (mid-point in the west half of the Corridor. LU 3.2 calls for a density transition from the Transportation Corridor (Monroe Street) from 44 du/ac to 22 du/ac on the westerly edge of the Corridor. At this mid-point location, the requested density is between these ranges and no other sub-area plan effort would conclude otherwise. Accordingly, no sub-area plan is needed to accomplish this amendment.

3. The proposed amendment can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program.

   No special studies are expected to be generated by this amendment request; accordingly, this can be processed within the normal timeframe of an annual amendment.

4. In the case of a private application for a land use map change, nearby properties may also seem to be candidates for amendment. At the time of docketing or during plan commission review, expansion of the geographic scope of an amendment proposal may be considered, shared characteristics with nearby, similarly situated property may be identified and the expansion is the minimum necessary to include properties with those shared characteristics. Has the applicant had any outreach to surrounding property owners whose property may be so situated?

   There are only two owners within this block from Monroe to Madison; the applicant, (Ten Talents LLC) has the west half of the block and Robert Tweedy owns the east half of the block. While Tweedy has not been contacted, his remaining residential RTF lot would be a logical inclusion as it completes the change of designation and then adjoins the CC-2 DC corner.

5. Describe how the proposed amendment is consistent with current general policies in the comprehensive plan for site-specific amendment proposals. The proposed amendment must be consistent with policy implementation in the Countywide Planning policies, the GMA, or other state or federal law, and the WAC.

   a) *This proposal is within an adopted designated Corridor. As stated above, LU 3.2 discusses Corridor land use as no more than 2 blocks deep from the transportation Corridor, (Monroe Street). This then, enables the future development of higher density land use with a density transition from 44 du/ac near Monroe to 22 du/ac at*

the west edge of the Corridor. The subject properties are a mid-point and therefore should allow upwards of 30+ units/acres. Hence the request to change to R-15-30 Note too that the properties along Sinto east of Monroe are already designated HDR-55.

Moreover, as part of an existing designated Corridor within an adopted plan, it is therefore consistent with County Planning policies, the GMA and the WAC.

In summary, the amendment request further implements the intent of the area within a designated Corridor as having the appropriate zone for higher density residential use and offers a reasonable density transition that should not prejudice future sub-area plan updates to this Corridor.

6. The proposed amendment is not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process, but was not included in the Annual Comprehensive Plan Amendment Work Program, unless additional supporting information has been generated.

   No previous applications have been considered.

7. If this change is directed by state law or a decision of a court or administrative agency, please describe. *N/A*

8. Please provide copy of agenda or other documentation of outreach to neighborhood council made prior to application.

   The applicant will reach out to both the Emerson Garfield NC and West Central to inform them of this intended change to the land use and zone maps.

End of Threshold Supplement

Map Spokane
City of Spokane Washington
Find address or place
R 10-20
RTF
CC2-DC
R15-H
HDR-55'
R-10-20
N Madison St
MONROE
S INTO
PROPOSED COMP PLAN
(W 1022 & 1028 S INTO)
60ft
-117.427 47.670 Degrees

EXISTING COMP PLAN
(W 1022 & 1028 SINTO)

Evaluation for
Agency Use Only

State Environmental Policy Act (SEPA)
ENVIRONMENTAL CHECKLIST

File No. Z20-208COMP

PLEASE READ CAREFULLY BEFORE COMPLETING THE CHECKLIST!

Purpose of Checklist:

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals:
Complete this checklist for nonproject proposals, even though questions may be answered "*does not apply*."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

Evaluation for
Agency Use Only

A. BACKGROUND

1. **Name of proposed project**:

2. **Applicant**: *Ten Talents C/O Mark Agee*
   Address: P O Box 1199
   City/State/Zip: *Veradale WA 99037* Phone: *(509) 951.1033*

3. **Agent or Primary Contact**: Dwight Hume
   Address: *9101 N Mt. View Lane*
   City/State/Zip: *Spokane WA 99218* Phone: *(509) 435-3108*

4. **Location of Project**:
   Address: *1022 and 1028 W Sinto Ave*
   Section: *18* Quarter: *NW* Township: *25N* Range: *42E*
   Tax Parcel Number(s): *35182.2405 and 35182.2406*

5. Date checklist prepared: *May 9, 2021*

6. Agency requesting checklist: *City of Spokane, Washington*

7. Proposed timing or schedule (including phasing, if applicable):
   Unknown

8. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain:
   This is a non-project action to approve a comprehensive plan and zone change. If successful, a project application for apartments will be submitted for review and approval.

   b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain:
   Yes, the above addresses are adjacent to each other.

9. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal:
   Unknown

10. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain:

No actions are pending other than this request.

11. List any government approvals or permits that will be needed for your proposal, if known:
Land Use Plan and zone change; demo permits and building permits.

12. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.
A .46 acre site consisting of one single family residence and an 8-plex within 3+ platted lots.

13. Location of the proposal: Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist.
The sites are located along the north side of Sinto beginning at the NE corner of Sinto and Madison and are addressed as W 1022 and 1028 Sinto.

14. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? ☒Yes ☐No
The General Sewer Service Area? ☒Yes ☐No
The Priority Sewer Service Area? ☒Yes ☐No
The City of Spokane? ☒Yes ☐No

15. The following questions supplement Part A.
a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)
(1) Describe any systems, other than those designed for the disposal of sanitary waste installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).
This is a non-project action and site specific use will be evaluated at building permit submittal.

(2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored?

This is a non-project action and site specific use will be evaluated at building permit submittal.

(3) What protective measures will be taken to ensure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems.

To be determined at building permit submission.

(4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?

To be determined at building permit submission.

b. Stormwater

(1) What are the depths on the site to groundwater and to bedrock (if known)?

Unknown

(2) Will stormwater be discharged into the ground? If so, describe any potential impacts.

To be determined at building permit submission.

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (check one):

☒ Flat ☐ Rolling ☐ Hilly ☐ Steep slopes ☐ Mountainous

Other:

b. What is the steepest slope on the site (approximate percent slope)?

The site is generally flat

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of

long-term commercial significance and whether the proposal results in removing any of these soils.

The soil type is GgA, Garrison gravel loam. None of this is used for agricultural purposes.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

Unknown

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

Unknown

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

No

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt, or buildings)?

To be determined at time of building permit submission and review.

h. Proposed measures to reduce or control erosion or other impacts to the earth, if any:

Compliance with applicable on-site storm drainage control.

2. Air

a. What type of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

If approved, construction activities will generate dust. No emissions will be generated with proposed apartment use.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

No

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

If approved, dust abatement during construction.

3. Water

a. SURFACE WATER: Not Applicable

(1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

No

(2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

No

(3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

None

(4) Will the proposal require surface water withdrawals or diversions? If yes, give general description, purpose, and approximate quantities if known.

No

(5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No

(6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No

b. GROUNDWATER:

(1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

The property is served with public utilities. Groundwater will not be extracted.

(2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals…; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

None

c. WATER RUNOFF (INCLUDING STORMWATER):

(1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

To be determined at time of building permit

(2) Could waste materials enter ground or surface waters? If so, generally describe.

To be determined at time of building permit

(3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

To be determined at time of building permit

d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water, and drainage patter impacts, if any.

To be determined at time of building permit

4. Plants

a. Check the type(s) of vegetation found on the site:

Deciduous trees: ☐ alder ☒ maple ☐ aspen

Other:

Evergreen trees: ☐ fir ☐ cedar ☒ pine

Other:

☒ shrubs ☒ grass ☐ pasture ☐ crop or grain

☐ orchards, vineyards or other permanent crops

Wet soil plants: ☐ cattail ☐ buttercup ☐ bullrush ☐ skunk cabbage

Other:

Water plants: ☐ water lily ☐ eelgrass ☐ milfoil

Other:

Any other types of vegetation:

b. What kind and amount of vegetation will be removed or altered?

To be determined at time of building permit

c. List threatened and endangered species known to be on or near the site:

Unknown

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

To be determined at time of building permit

e. List all noxious weeds and invasive species known to be on or near the site:

Unknown

5. Animals

a. Check *and* List any birds and other animals which have been observed on or near the site or are known to be on or near the site:

Birds: ☐ hawk ☐ heron ☐ eagle ☒ songbirds

Other:

Mammals: ☐ deer ☐ bear ☐ elk ☐ beaver

Other:

Fish: ☐ bass ☐ salmon ☐ trout ☐ herring ☐ shellfish

Other:

Any other animals (*not* listed in above categories): *Answer*

b. List any threatened or endangered animal species known to be on or near the site.
This is an urban area approved for intense urban activities. No endangered species are known to reside in this vicinity.

c. Is the site part of a migration route? If so, explain.
No

d. Proposed measures to preserve or enhance wildlife, if any:
None

e. List any invasive animal species known to be on or near the site.
See "b" above

6. Energy and natural resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.
To be determined at time of building permit

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe:
No

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

To be determined at time of building permit

7. Environmental health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe.
No

(1) Describe any known or possible contamination at the site from present or past uses.

Unknown

(2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

Unknown

(3) Describe any toxic or hazardous chemicals/conditions that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project. *If approved, new hazardous materials would be addressed at the time of building permit review and controlled for storage, spills or use.*

(4) Describe special emergency services that might be required.
If approved, none are anticipated.

(5) Proposed measures to reduce or control environmental health hazards, if any:
See 4 above.

b. NOISE:

(1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?
None will affect the use of the property

(2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.
Construction activity . No other noise impacts before or after as a residential use.

(3) Proposed measure to reduce or control noise impacts, if any:
Compliance with applicable noise regulations

8. Land and shoreline use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.
Existing site: Single family and 8 plex; West: Residential; North/NE: residential; South, vacant, single-family and duplex; East: residential and retail

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?
No

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:
N/A

c. Describe any structures on the site.
Single-family and 8-plex

d. Will any structures be demolished? If so, which?
If approved all structures will be relaced with ne HDR apartments.

e. What is the current zoning classification of the site?
RTF

f. What is the current comprehensive plan designation of the site?
R 10-20

g. If applicable, what is the current shoreline master program designation of the site?
N/A

h. Has any part of the site been classified as a critical area by the city or the county? If so, specify.
No

i. Approximately how many people would reside or work in the completed project?
To be determined at project review.

j. Approximately how many people would the completed project displace?
If approved, 10-15 residents, depending upon then current occupancy.

k. Proposed measures to avoid or reduce displacement impacts, if any:
Replace with more residential units than currently is provided.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:
Compliance with applicable development codes.

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:
N/A

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.
To be determined at time of building permit review and limited to a maximum of 55 ft.

b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing.
If approved, 9 units would be eliminated

c. Proposed measures to reduce or control housing impacts, if any:
No impacts due to increase of DU's from existing count

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?
To be determined

b. What views in the immediate vicinity would be altered or obstructed?
None

c. Proposed measures to reduce or control aesthetic impacts, if any:
None

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?
To be determined at time of building permit review

b. Could light or glare from the finished project be a safety hazard or interfere with views?

No

c. What existing off-site sources of light or glare may affect your proposal?

No off site light or glare affects this site

d. Proposed measures to reduce or control light and glare impacts, if any:

Indirect outdoor lighting, if installed.

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

None

b. Would the proposed project displace any existing recreational uses? If so, describe.

No

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

None

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the sited that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.

Unknown

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

Unknown

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archaeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

Reliance upon public records and review

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

To be determined at time of building permit review.

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.
Monroe Street to Sinto and Madison.

b. Is site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop.
Yes, STA Route 4 serves the vicinity at Monroe one block east of subject.

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?
To be determined at time of building permit reveiew

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).
To be determined at building permit review

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe.
No

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and non-passenger vehicles). What data or transportation models were used to make these estimates? (Note: to assist in review and if known, indicate vehicle trips during PM peak, AM Peak, and Weekday (24 hours).
To be determined at building permit reveiw

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, general describe.
No

h. Proposed measures to reduce or control transportation impacts, if any:
None

15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

To be determined at building permit review

b. Proposed measures to reduce or control direct impacts on public services, if any:

To be determined at building permit review

16. Utilities

a. Check utilities currently available at the site:

☒ electricity ☒ natural gas ☒ water ☒ refuse service

☒ telephone ☒ sanitary sewer ☐ septic system

Other: *Answer*

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed:

All of the above serve the site.

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the *agency* must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: *May 9, 2021* Signature: _____

Please Print or Type:

PROJECT PROPONENT:

Name: *Ten Talents C/O Mark Agee* Address: *P O Box 1199*

Phone: *(509) 951-1033* *Veradale WA 99037*

CHECKLIST PERPARER (If different from proponent):

Name: *Dwight Hume* Address: *9101 N Mt. View Lane*

Phone: *(509) 435-3108* *Spokane WA 99218*

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: Kevin Freibott

Based on this staff review of the environmental checklist and other pertinent information, staff concludes that:

☑ A. There are no probable significant adverse impacts and recommends a Determination of Nonsignificance.

☐ B. Probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.

☐ C. There are probable significant adverse environmental impacts and recommends a Determination of Significance.

Evaluation for
Agency Use Only

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(Do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

   The proposed use would only increase the density from 10-20 per acre to 15+ and replace 9 du's with a new higher density residential project. No impacts of this nature are expected.

   Proposed measures to avoid or reduce such increases are:

   None

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

   The site is urban and proposed for intensification with increased residential density. The natural environment will be urbanized with landscaping pursuant to applicable development standards.

   Proposed measures to protect or conserve plants, animals, fish, or marine life are:

   See above statement

3. How would the proposal be likely to deplete energy or natural resources?

   None, adequate services are available to the site.

   Proposed measures to protect or conserve energy and natural resources are:

   Development to current energy standards whereas the existing buildings were built in 1891 and 1910.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands?

   The subject site is not within designated environmentally sensitive areas.

   Proposed measures to protect such resources or to avoid or reduce impacts are:

   None

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Unlikely to affect land use since it is an area intended for maximum residential density to compliment CC-Core uses nearby along the Monroe Street Corridor

Proposed measures to avoid or reduce shoreline and land use impacts are:

Development to applicable codes.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

If approved, the prosed use would increase traffic and demand for public services. Such impacts will be determined at time of building permit review.

Proposed measures to reduce or respond to such demand(s) are:

Compliance with local service provider requirements.

7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.

The site does not conflict with local, state or federal laws or requirements because the site is currently within an approved Centers and Corridors area adopted by the Spokane City Council and if approved, will comply with applicable development standards as approved by the City of Spokane.

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the *agency* must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: *May 9, 2021* Signature:

Please Print or Type:

PROJECT PROPONENT:

Name: *Ten Talens LLC C/O Mark Agee* Address: *P O Box 1199*

Phone: *(509) 951-1033* *Veradale WA 99037*

CHECKLIST PERPARER (If different from proponent):

Name: *Dwight Hume* Address: *9101 N Mt. View Lane*

Phone: *(509) 435-3108* *Spokane WA 99218*

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: Kevin Freibott

Based on this staff review of the environmental checklist and other pertinent information, staff concludes that:

☑ A. There are no probable significant adverse impacts and recommends a Determination of Nonsignificance.

☐ B. Probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.

☐ C. There are probable significant adverse environmental impacts and recommends a Determination of Significance.

NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(S): Z20-208COMP

PROPONENT: Ten Talents LLC (Agent: Dwight Hume, Land Use Solutions and Entitlement); City of Spokane

DESCRIPTION OF PROPOSAL: Amendment of the Land Use Plan Map designation for eight parcels totaling 1.3 acres from "**Residential 10-20**" to "**Residential 15+**" and a concurrent change of zoning from "**Residential Two-Family (RTF)**" to "**Residential High Density (RHD-55)**." No specific development proposal is being approved at this time.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: The proposal concerns eight parcels: 35182.2405 & 35182.2406 (private application); and 35182.2401 thru 35182.2407 & 35182.2409 (City-sponsored application). These parcels are located at 1022 & 1028 W Sinto Ave (private application); 1011, 1017, 1023, & 1027 W Maxwell Ave and 1014 W Sinto Ave (City-sponsored application). All parcels are NE of N Madison Street and W Sinto Avenue in the West Central neighborhood.

LEGAL DESCRIPTION: BINGAMANS ADDITION, LOTS 1-8, BLOCK 8; S142FT OF TR L YG BET B8 BINGAMANS &B31 STRATTONS; ALSO N158FT OF TR LYG BET B8 BINGAMANS &B31 STRATTONS SUBJ TO ESMT OVER S16FT DESC IN DOC 1395 11C. Located in 18-25-43 NW.

LEAD AGENCY: City of Spokane

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

[ ] There is no comment period for this DNS.

[ ] This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.

[X] This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). Comments regarding this DNS must be submitted no later than 5 p.m. on October 12, 2021 if they are intended to alter the DNS.

****

Responsible Official: Louis Meuler

Position/Title: Interim Director, Planning Services **Phone:** (509) 625-6300

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201

Date Issued: September 28, 2021 **Signature:** Louis Meuler (Sep 16, 2021 14:20 PDT)

****

APPEAL OF THIS DETERMINATION, after it has become final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane WA 99201. The appeal deadline is Noon on October 19, 2021 (21 days from the date of the signing of this DNS). This appeal must be on forms provided by the Responsible Official, make specific factual objections, and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

****

2020/2021 Comprehensive Plan Amendments

PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON COMPREHENSIVE PLAN AMENDMENT

FILE Z20-208COMP

A Recommendation of the Spokane Plan Commission to the City Council to APPROVE the Comprehensive Plan Amendment application seeking to amend the land use plan map designation from "Residential 10-20" to "Residential 15+" for a 1.31-acre area located at 1014, 1022, 1028 W Sinto Avenue, and 1011, 1017, 1023, 1027 W Maxwell Avenue. The implementing zoning designation recommended is "Residential High Density, 55-Foot Max Height (RHD-55)".

FINDINGS OF FACT:

A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA).

B. Under GMA, comprehensive plans generally may be amended no more frequently than once a year, and all amendment proposals must be considered concurrently in order to evaluate for their cumulative effect.

C. Amendment application Z20-208COMP (the "Application") was submitted in a timely manner for review during the City's 2020/2021 amendment cycle.

D. The Application seeks to amend the land use plan map designation for a 1.31-acre area located at 1014, 1022, 1028 W Sinto Avenue, and 1011, 1017, 1023, 1027 W Maxwell Avenue (the "Properties") from "Residential 10-20" to "Residential 15+" with a corresponding change in zoning from "Residential Two Family (RTF)" to "Residential High Density, 55-Foot Max Height (RHD-55)".

E. The original private application was made for Land Use Plan Map changes to two properties located at 1022 and 1028 W Sinto Avenue; the application was expanded to include an additional 6 parcels by the Spokane City Council during the threshold review process (see G).

F. Annual amendment applications were subject to a threshold review process to determine whether the applications will be included in the City's Annual Comprehensive Plan Amendment Work Program.

G. On February 17, 2021, an Ad Hoc City Council Committee reviewed the applications that had been timely submitted and forwarded its recommendation to City Council regarding the applications; the original application was expanded to include six additional parcels with the same proposed land use plan map designation and zoning as the original applicant proposal.

    1. The six additional parcels added to the proposal by the Spokane City Council are not owned by the original applicant; each held by separate private owners.

H. On April 26, 2021, the City Council adopted Resolution RES 2021-0023 establishing the 2021 Comprehensive Plan Amendment Work Program and included the Application in the Work Program.

I. Thereafter, on May 19, 2021, staff requested comments from agencies, departments, and neighborhood councils. No agency/department/council comments were received.

J. On May 20, 2021, the Land Use Subcommittee of the Community Assembly received a presentation regarding the 2020 Comprehensive Plan Amendment Work Program, including the Application.

K. A Notice of Application was published on June 21, 2021 in the Spokesman Review and was mailed to all properties and owners within a 400-foot radius of the subject Properties and any adjacent properties with the same ownership. Signs were also placed on the subject Properties in plain view of the public. The Notice of Application initiated a 60-day public comment period from June 21 to August 20, 2021.

    1. One public comment letter was received.

L. On July 28, 2021, the Spokane City Plan Commission held a workshop to study the Application.

M. On August 5, 2021, the Community Assembly received a presentation regarding the 2021 Comprehensive Plan Amendment Work Program and the Application and was provided with information regarding the dates of Plan Commission workshops and hearings.

N. On September 29, 2021, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were issued for the Application. The deadline to appeal the SEPA determination was September 14, 2020. No comments on the SEPA determination were received.

    1. Notice of the SEPA Determination for the Application was published in the Official Gazette on September 29 and October 6, 2021.

O. On September 20, 2021, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to the Comprehensive Plan.

P. On September 26 and October 6, 2021, notice was published in the Spokesman Review providing notice of a SEPA Determination of Non-Significance and notice of the Plan Commission Public Hearing.

Q. On September 27, 2021, staff published a report addressing SEPA and providing staff's analysis of the merits of the Application, copies of which were circulated as prescribed by SMC 17G.020.060B.8. Staff's analysis of the Application recommended approval of the Application.

R. On September 29, 2021, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were issued for the Application. The deadline to appeal the SEPA determination was September 14, 2020. No comments on the SEPA determination were received.

    1. Notice of the SEPA Determination for the Application was published in the Official Gazette on September 29 and October 6, 2021.

S. On September 29, 2021, Notice of Public Hearing and SEPA Determination was posted on the Properties and mailed to all property owners and taxpayers of record, as shown by the most

recent Spokane County Assessor's record, and occupants of addresses of property located within a four-hundred-foot radius of any portion of the boundary of the subject Properties.

T. On October 13, 2021, the Plan Commission held a public hearing on the Application, including the taking of verbal testimony, closed the verbal record, closed the written record as of Monday, October 25, and postponing deliberations until the following hearing date.

    1. No public testimony was provided at the hearing, save for a presentation by the applicant.

U. On October 27, 2021, the Plan Commission conducted its deliberations on this application and voted to recommend the City Council approve this application.

V. As a result of the City's efforts, pursuant to the requirements of SMC 17G.020.070, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to do so.

W. Except as otherwise indicated herein, the Plan Commission adopts the findings and analysis set forth in the Staff Report prepared for the Application (the "Staff Report").

X. The Plan Commission finds that the proposal meets the intent and requirements of the Comprehensive Plan, most specifically the policies under Goal LU 3, Centers and Corridors, concerning the establishment of Center-Type land uses in the City.

Y. The Plan Commission finds that the proposal meets the decision criteria established by SMC 17G.020.030, as described in the Staff Report.

CONCLUSIONS:

Based upon the application materials, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), SEPA review, agency and public comments received, and public testimony presented regarding application File No. Z20-208COMP, the Plan Commission makes the following conclusions with respect to the review criteria outlined in SMC 17G.020.030:

1. The Application was submitted in a timely manner and added to the 2021 Annual Comprehensive Plan Amendment Work Program, and the final review application was submitted as provided in SMC 17G.020.050(D).

2. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.

3. The Application is consistent with the goals and purposes of GMA.

4. Any potential infrastructure implications associated with the Application will either be mitigated through projects reflected in the City's relevant six-year capital improvement plans or through enforcement of the City's development regulations at time of development.

5. As outlined in above in the Findings of Fact, the Application is internally consistent as it pertains to the Comprehensive Plan, as described in SMC 17G.020.030.E.

6. The Application is consistent with the Countywide Planning Policies for Spokane County, the comprehensive plans of neighboring jurisdictions, applicable capital facilities plans, the regional transportation plan, and official population growth forecasts.
7. The Application has been considered simultaneously with the other proposals included in the 2021 Annual Comprehensive Plan Amendment Work Program in order to evaluate the cumulative effect of all the proposals.
8. SEPA review was completed for the Application.
9. The Application will not adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.
10. The Application proposes a land use designation that is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.).
11. The proposed map amendment and site is suitable for the proposed designation.
12. The map amendment would implement applicable comprehensive plan policies better than the current map designation.

RECOMMENDATIONS:

In the matter of Z20-208COMP, a request by Dwight Hume of Land Use Solutions and Entitlement on behalf of the Ten Talents LLC, which was further expanded by the City during the docketing process, to change the land use plan designation on 1.31 acres of land from "Residential 10-20" to "Residential 15+" with a corresponding change of the implementing zoning to "Residential High Density, 55-foot Max Height (RHD-55)", based upon the above listed findings and conclusions, by a vote of **8 to 0**, the Spokane Plan Commission recommends City Council **APPROVE** the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan with corresponding amendment to the City's Zoning Map, and authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Commission's findings, conclusions, and recommendation on the application.

_____

Todd Beyreuther, President
Spokane Plan Commission
November 08, 2021

Findings and Conclusions - Z20-208COMP Doc. 3 of 6

Final Audit Report 2021-11-08

Created:	2021-11-05
By:	Jackie Churchill (jchurchill@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJyJ7ty83DXwdUJAk2v4cjSILqqHdGIAw

"Findings and Conclusions - Z20-208COMP Doc. 3 of 6" History

Document created by Jackie Churchill (jchurchill@spokanecity.org)
2021-11-05 - 2:17:31 AM GMT- IP address: 73.83.158.109

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2021-11-05 - 2:18:52 AM GMT

Email viewed by Todd Beyreuther (tbeyreuther@spokanecity.org)
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Document e-signed by Todd Beyreuther (tbeyreuther@spokanecity.org)
Signature Date: 2021-11-08 - 8:16:26 PM GMT - Time Source: server- IP address: 73.11.187.178

Agreement completed.
2021-11-08 - 8:16:26 PM GMT

Adobe Sign

From:	Linda Carroll
To:	Freibott, Kevin
Subject:	Sinto Avenue Comprehensive Plan Amendment - City of Spokane, Washington
Date:	Wednesday, May 26, 2021 10:09:44 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

To Kevin Freibott,
As a voting member of the Emerson-Garfield Neighborhood Council, I received for comment the information on the several zoning changes requested in our neighborhood. I recently went to view all of the listed properties and, while in most cases the proposed zoning change and projected new use seem to me neutral or beneficial, I have strong objections to this one. While the single-family home at 1028 W Sinto is of no particular distinction, the brick multi-family townhouse at 1022 W Sinto is a distinguished example of the turn-of-the-20th-century townhouses that are a special feature of the near north side (originally coordinated with the streetcar lines). Instead of being destroyed and replaced by a featureless contemporary structure, the townhouse should be preserved as an architecturally articulated, multi-family dwelling that exemplifies neighborhood-building warmth. As it happens, I lived for some years in a similar townhouse in the W 600 block of Augusta and appreciate how historic dwellings of this structure enhance the life of those living there both as individuals and as members of a small community.
The townhouse currently has 8 units, so demolishing it and replacing it with an apartment building would not increase the number of units that much. Preserving it would preserve an important piece of Spokane history and architecture. An increase in units could be achieved through the demolition of the single-family home (1028 W Sinto) and the replacing of it with an apartment building.
I urge the city to either reject this proposal or to allow only 1028 to be demolished.
Linda Carroll
215 West Waverly Place
Spokane, WA 99205

https://my.spokanecity.org/projects/2020-2021-proposed-comprehensive-plan-amendments/sinto-avenue/

Sent from my iPhone

Agenda Sheet for City Council Meeting of: 11/22/2021		Date Rec'd	11/8/2021
		Clerk's File #	ORD C36143
		Renews #	
Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	KEVIN 625-6184	Project #	Z20-209COMP
Contact E-Mail	KFREIBOTT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650 – COMPREHENSIVE PLAN AMENDMENT – SPOFFORD AVE		

Agenda Wording

An Ordinance relating to application Z20-209COMP,by Integrus Architecture, amending the Comprehensive Plan Land Use Plan Map from Residential 10-20 to Centers & Corridors Core for 1.9 acres and a change to the Zoning Map to Centers & Corridors Type 1 District Center.

Summary (Background)

The proposal concerns 1025 W Spofford Ave, parcel 35076.3915. This Application is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on October 27 to consider this amendment and has recommended approval of the amendment with a recommended zoning of CC1-DC.

Lease? YES Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	BLACK, TIRRELL	Study Session\Other	Study Session - 10/28
Division Director	MACDONALD, STEVEN	Council Sponsor	Lori Kinnear
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	kfreibott@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	tblack@spokanecity.org	
Additional Approvals		kmoweryfrashefski@spokanecity.org	
Purchasing		jrichman@spokanecity.org	
		klarsen@integrusarch.com	
		sbishop@spokanecity.org	

Ordinance No. C36143

AN ORDINANCE RELATING TO APPLICATION FILE Z20-209COMP AND AMENDING MAP LU 1, LAND USE PLAN MAP, OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 10-20" TO "CENTERS AND CORRIDORS CORE" FOR APPROXIMATELY 1.9 ACRES LOCATED AT 1025 W SPOFFORD AVE (PARCEL 35076.3915) AND AMENDING THE ZONING MAP FROM "RESIDENTIAL TWO FAMILY (RTF)" TO "CENTERS AND CORRIDORS TYPE 1, DISTRICT CENTER (CC1-DC)".

WHEREAS, pursuant to Resolution 2021-0023, the City Council included land use amendment application Z20-209COMP (the "Application") in the City's 2021 Annual Comprehensive Plan Work Program; and

WHEREAS, the Application seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for 1.9 acres from "Residential 10-20" to "Centers and Corridors Core"; if approved, the implementing zoning destination requested is "Centers and Corridors Type 2, District Center (CC2-DC)"; and

WHEREAS, following extensive public notice and participation, on October 13, 2021, the Spokane Plan Commission held a public hearing on the Application; and

WHEREAS, at the close of the hearing, after considering the public testimony, public comments, and the staff report, the Spokane Plan Commission concluded that the Application is consistent with and implements the Comprehensive Plan, and that it is consistent with the review criteria for Comprehensive Plan Amendments set forth in Spokane Municipal Code 17G.020.030; and

WHEREAS, the Spokane Plan Commission voted 8 to 0 to recommend approval of the Application; and

WHEREAS**,** by virtue of the public process outlined in the Plan Commission Findings of Fact, Conclusions, and Recommendation (Exhibit F), the public has had extensive opportunities to participate throughout the 2021 Annual Comprehensive Plan Work Program and all persons desiring to comment on the Application were given a full and complete opportunity to be heard; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Application. Application Z20-209COMP is approved.

2. Amendment of the Land Use Map. The Spokane Comprehensive Plan Map LU 1, Land Use Plan Map, is amended from "Residential 10-20" to "Centers and Corridors Core" for 1.9 acres, as shown in Exhibits A and B.

3. Amendment of the Zoning Map. The City of Spokane Zoning Map is amended from "Residential Two Family" to "Centers and Corridors Type 1, District Center (CC2-DC)," as shown in Exhibits C and D.

PASSED BY THE CITY COUNCIL ON _____, 2021.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Z20-209COMP (1025 W Spofford)

Concerning parcel(s) in the West Central Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 9/20/2021

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.

EXHIBIT A: Existing Land Use Plan Map

Subject Parcels

Parcels

City Boundary

Current Land Use Designation

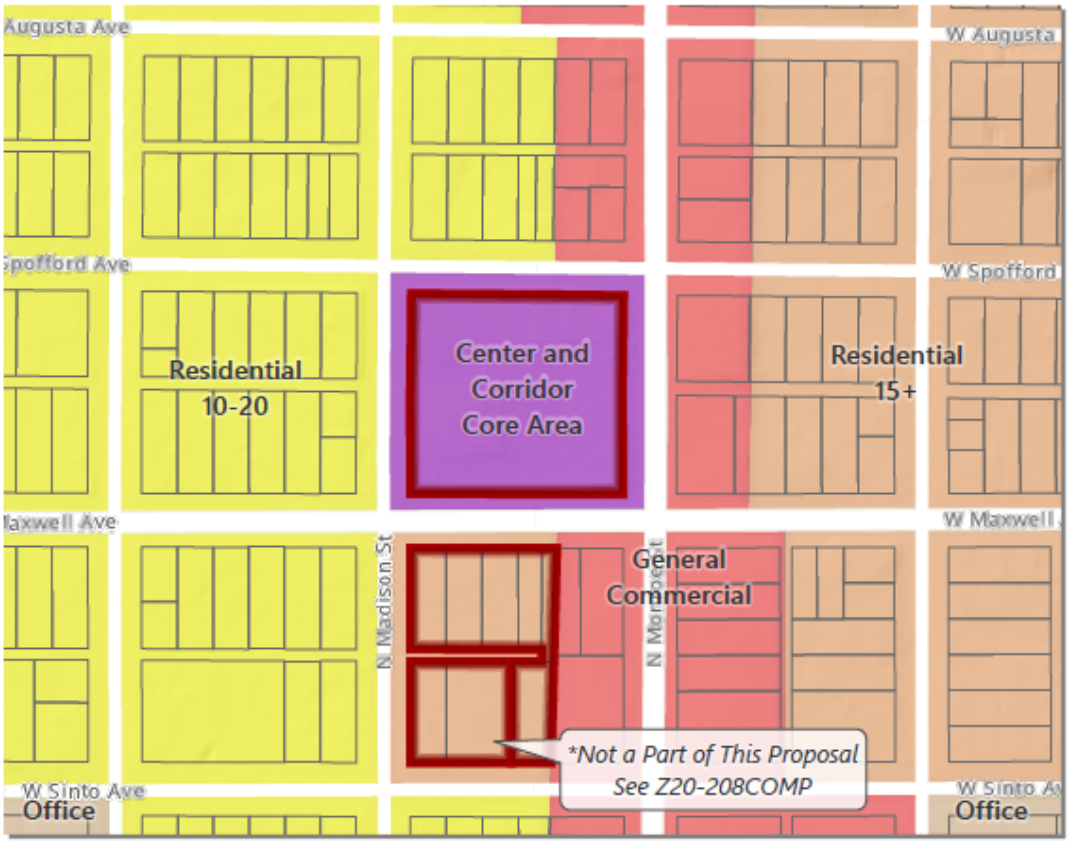
General Commercial

Office

Res 10-20

Res 15+

EXHIBIT B: Proposed Land Use Plan Map



Parcel(s): 35076.3915

Approximate Area: 1.9 acres

N

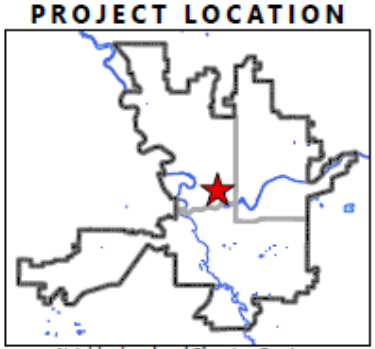
W E

S

0 75 150 300

Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

Z20-209COMP (1025 W Spofford)

Concerning parcel(s) in the West Central Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 11/8/2021

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Parcels

City Boundary

Proposed Zoning

- Center and Corridor Type 1
- Center and Corridor Type 2
- Office Retail
- Residential High Density
- Residential Two-Family

EXHIBIT C: Existing Zoning

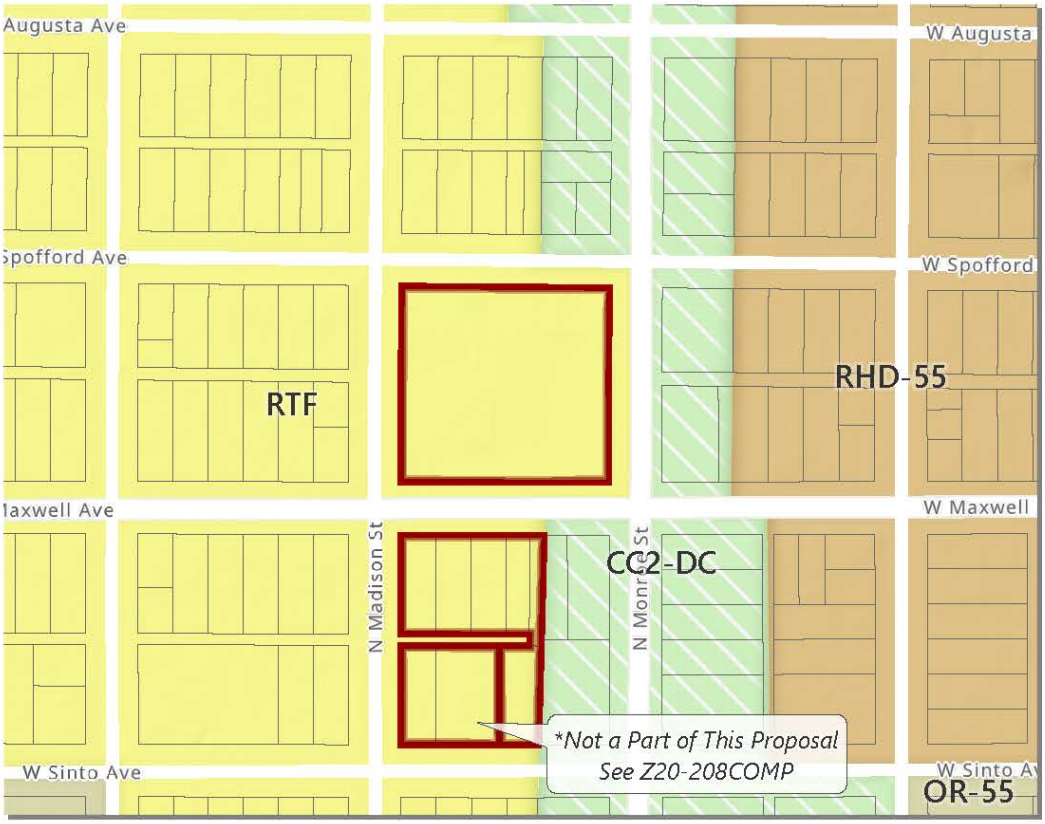
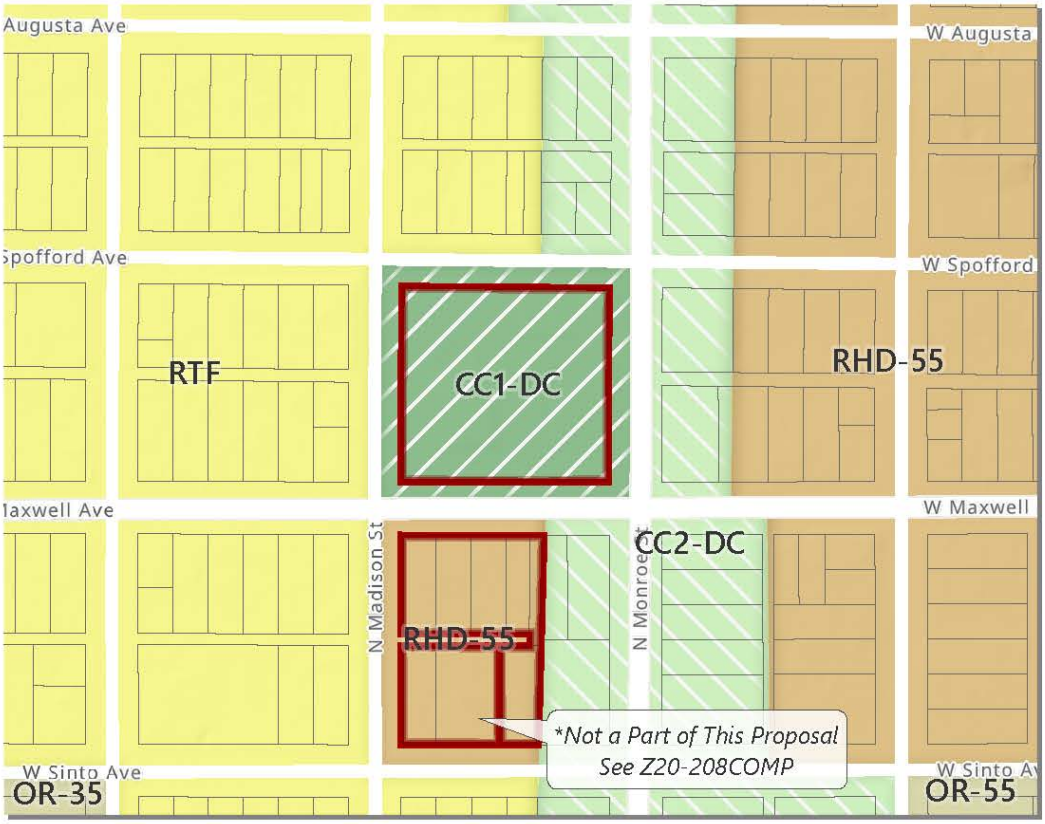


EXHIBIT D: Proposed Zoning



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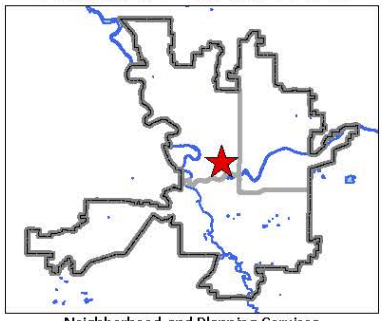


Neighborhood and Planning Services
Drawn By: Kevin Freibott

Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

Exhibit E: Legal Description

07/18-25-43: All of B4, Mountain View Addition, according to plat recorded in Vol. "A" of Plats, Page 36; together with the vacated alley adjoining said block on the south; And all of B1, Bingaman's Addition, according to plat recorded in Volume "A" of Plats, Page 27; together with the unplatted tract lying east of and adjoining said B1 and lying west of and adjoining B30, Stratton's Addition, according to the plat recorded in Volume "A" of Plats, Page 24, lying within the NW'A of 18-25-43; And all of B30 Stratton's Addition, according to plat recorded in Volume "A" of Plats, Page 24;Situate in the City of Spokane, Spokane County, Washington

2020/2021 Comprehensive Plan Amendments

STAFF REPORT FOR FILE Z20-209COMP (1025 W SPOFFORD AVE)

Department of Neighborhood and Planning Services

The following staff report concerns a proposed amendment to the City's current Comprehensive Plan. The proposal is to amend the land use plan map designation and zoning of one or more parcels in the City of Spokane. Amendments to the Comprehensive Plan are enabled by Spokane Municipal Code (SMC) 17G.020 and Revised Code of Washington (RCW) 36.70A.130.

I. PROPERTY SUMMARY

Parcel(s):	35076.3915
Address(es):	1025 W Spofford Ave
Property Size:	1.9 acres
Legal Description:	07/18-25-43: All of B4, Mountain View Addition, according to plat recorded in Vol. "A" of Plats, Page 36; together with the vacated alley adjoining said block on the south; And all of B1, Bingaman's Addition, according to plat recorded in Volume "A" of Plats, Page 27; together with the unplatted tract lying east of and adjoining said B1 and lying west of and adjoining B30, Stratton's Addition, according to the plat recorded in Volume "A" of Plats, Page 24, lying within the NW'A of 18-25-43; And all of B30 Stratton's Addition, according to plat recorded in Volume "A" of Plats, Page 24;Situate in the City of Spokane, Spokane County, Washington
General Location:	The entire block bounded by W Spofford Ave, N Madison St, W Maxwell Ave, and N Monroe St.
Current Use:	School

II. APPLICANT SUMMARY

Agent:	Kandis Larsen, Integrus Architecture
Applicant:	School District 81 (Spokane Public Schools)
Property Owner:	School District 81 (Spokane Public Schools)

III. PROPOSAL SUMMARY

Current Land Use Designation:	Residential 10-20 (R 10-20)
Proposed Land Use Designation:	Centers and Corridors Core (CC Core)
Current Zoning:	Residential Two Family (RTF)
Proposed Zoning:	Centers and Corridors Core Type 2, District Center (CC2-DC)

SEPA Status:	A SEPA threshold Determination of Non-Significance (DNS) was made on September 28, 2021. The appeal deadline is 5:00 PM on October 12, 2021.
Plan Commission Hearing Date:	October 13, 2021
Staff Contact:	Kevin Freibott, Assistant Planner II, kfreibott@spokanecity.org
Staff Recommendation:	**Approve**

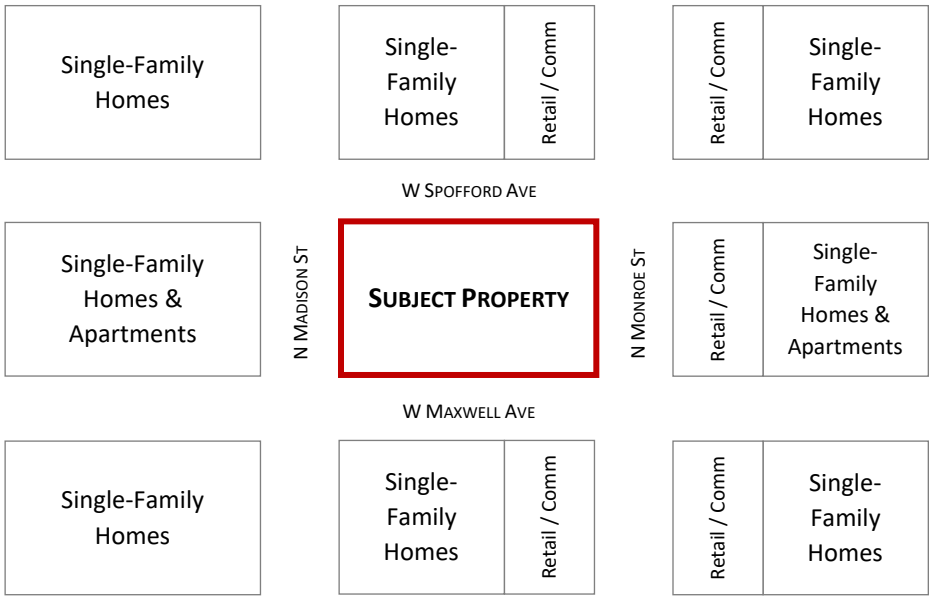
IV. BACKGROUND INFORMATION

1. **General Proposal Description**: Pursuant to the procedures established by SMC 17G.060, enabled by RCW 36.70A.130, the applicant asks the City of Spokane to amend the land use designation (Map LU-1 of the Comprehensive Plan) and zoning designation (Official Zoning Map of the City of Spokane) for one property located in the West Central Neighborhood. The stated intent of the applicant is to potentially redevelop the school into a new school facility.

2. **Site Description and Physical Conditions**: The site is generally flat containing an existing school facility. Originally known as the Bancroft School, a school has been located on this site since at least 1886. The school structure has been redeveloped multiple times since that date[1].

3. **Property Ownership**: The subject property is owned by School District 81, also known as Spokane Public Schools.

4. **Adjacent Property Improvements and Uses**: The proposal is surrounded by existing development of the following nature:



[1] "First Class for 100 Years" Spokane Public Schools, https://www.spokaneschools.org/cms/lib/WA50000187/Centricity/Domain/8/SPS_First_100_Years.pdf

5. **Street Class Designations**: N Monroe Street and W Maxwell Ave are classified as a Major Arterials. All remaining streets are either local streets or alleyways.

6. **Current Land Use Designation and History**: As shown in **Exhibit A**, the current land use plan map designation of the property is "Residential 10–20 Dwellings per Acre (R 10-20)." The subject property has been designated as such since the City's adoption of the Growth Management Act (GMA) compliant Comprehensive Plan in 2001.

7. **Proposed Land Use Designation**: As shown in **Exhibit B**, the proposal is to amend the land use plan map designation to "Centers and Corridors Core (CC Core)."

8. **Current Zoning and History**: As shown in **Exhibit C**, the current zoning of the subject property is "Residential Two-Family (RTF)." The zoning has been the same since the current zoning map was adopted in 2006. The historical zoning is shown in the following table:

Year	Zone	Description
1958	Class II Residential	*A medium density residential zone.*
1975	R3 Multi-Family Residence	*A medium density residential zone.*
After 1975, Prior to 2006	R2 Two-Family Residence	*Similar zoning to today.*

9. **Proposed Zoning**: As shown in **Exhibit D**, the proposal seeks to amend the zoning to "Centers and Corridors Type 2, District Center (CC2-DC)."

V. APPLICATION PROCESS AND PUBLIC COMMENT

1. **Key Steps**: The application is being processed according to SMC 17G.060, including the following steps:

Application Submitted ..... October 22, 2020
Threshold Application Certified Complete ..... January 12, 2021
Council Threshold Subcommittee Established[2] ..... January 11, 2021
Council Threshold Subcommittee Met ..... February 17, 2021
Annual Work Program Set[3] ..... April 26, 2021
Agency/Department Comment Period Ended ..... June 2, 2021
Notice of Application Posted ..... June 21, 2021
Plan Commission Workshop ..... July 14, 2021
60-Day Public Comment Period Ended ..... August 20, 2021
SEPA Determination Issued ..... September 28, 2021

[2] Spokane City Council Resolution 2021-0003
[3] Spokane City Council Resolution 2021-0023

Notice of Public Hearing Posted ..... September 29, 2021

Plan Commission Hearing Date (Scheduled) .....October 13, 2021

2. **Comments Received**: A request for comments was issued to City departments, local agencies, and departments, along with pertinent application details on May 19, 2021. By the close of agency comment on June 2, 2021, no comments were received.

   Following the agency/department comment period, a Notice of Application was issued on June 21, 2021 by mail to all properties and owners within a 400-foot radius of the subject property, including within 400-feet of any adjacent properties with the same ownership. Notice was also posted on the subject property and in the Spokesman Review. City staff emailed notice to the neighborhood council as well and to any nearby neighborhood councils. No public comments were received.

3. **Public Workshop**: A public workshop with the Spokane Plan Commission was held on July 14, 2021, during which the particulars of the proposal were presented to the Plan Commission for their consideration and discussion. The applicant was provided an opportunity to speak during the workshop, but no public comment was taken.

VI. APPLICATION REVIEW AND ANALYSIS

1. **Guiding Principles**: SMC 17G.020.010 provides the following guiding principles for the annual comprehensive plan amendment process:

   A. Keep the comprehensive plan alive and responsive to the community.

   B. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.

   C. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.

   D. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.

   E. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.

   F. Amendments to the comprehensive plan must result in a net benefit to the general public.

2. **Review Criteria**: SMC 17G.020.030 provides a list of considerations that are to be used, as appropriate, by the applicant in developing an amendment proposal, by planning staff in analyzing a proposal, by the plan commission making a recommendation on a proposal, and by the city council in making a decision on the proposal. Following each of the considerations is staff's analysis relative to the proposed amendment.

   A. Regulatory Changes: *Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations*.

Staff Analysis: Staff reviewed and processed the proposed amendment under the most current regulations contained in the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent federal, state, or legislative actions with which the proposal would be in conflict, and no comments were received to this effect from any applicable agencies receiving notice of the proposal.

The proposal satisfies this criterion.

B. GMA: *The change must be consistent with the goals and purposes of the State Growth Management Act.*

Staff Analysis: The Growth Management Act (GMA) details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, "Planning Goals"), and these goals guided the City's development of its comprehensive plan and development regulations. No comments received or other evidence in the record indicates inconsistency between the proposed plan map amendment and the goals and purposes of the GMA.

The proposal satisfies this criterion.

C. Financing: *In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.*

Staff Analysis: The City did not require, nor did any Agency or City Department comment request or require a traffic impact analysis for the proposal. The subject property is already served by water, sewer, nearby transit service, and adjacent existing City streets. Furthermore, under State and local laws, any subsequent development of the site will be subject to a concurrency determination pursuant to SMC 17D.010.020.

The proposal satisfies this criterion.

D. Funding Shortfall: *If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.*

Staff Analysis: No evidence of a potential funding shortfall from this proposal exists.

The proposal satisfies this criterion.

E. Internal Consistency:

1. *The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the*

comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

Staff Analysis: The proposal is internally consistent with applicable supporting documents of the Comprehensive Plan as follows:

Development Regulations. As a non-project proposal, there are no specific plans for development of this site. Additionally, any future development on this site will be required to be consistent with the current development regulations at the time an application is submitted. The proposal does not result in any non-conforming uses or development and staff finds no reason to indicate that the proposed Comprehensive Plan Land Use Plan Map and zone change would result in a property that cannot be reasonably developed in compliance with applicable regulations.

Capital Facilities Program. As described in the staff analysis of Criterion C above, no additional infrastructure or capital expenditures by the City are anticipated for this non-project action, and it is not anticipated that the City's integrated Capital Facilities Program would be affected by the proposal.

Neighborhood Planning Documents Adopted after 2001. The West Central neighborhood completed the "West Central Neighborhood Action Plan" (the WCNAP) in 2013 which was subsequently adopted by the City Council[4] on February 11, 2013. The WCNAP is extensive and covers multiple topics of neighborhood revitalization and benefit. Multiple maps in the WCNAP highlight the presence of the N Monroe Corridor (in which the subject property lies). Furthermore, multiple maps in the WCNAP identify the "Bancroft School" (the prior name for the subject school).

Under Issue Rank 1, the plan states that the neighborhood need to "develop a safe and nurturing community that provides a diversity of social, recreational, education, and cultural opportunities for all ages."[5] Issue Rank 3 goes on to highlight the need to update schools in the neighborhood. Under the action items for Issue Rank 3, the plan states the following:

> "Work with the School District to accelerate the rebuild schedule for Holmes Elementary, Bryant, and Bancroft. Build state of the art schools with potential for future population growth."[6]

Considering the multiple references to the Bancroft School (now known as the Community School, located on the subject property), and calls for updates to the school in the WCNAP, as well as the stated need of the applicant to update the land use plan map designation and zoning to accommodate redevelopment of the school[7], it appears that the proposal not only conforms to the adopted neighborhood plan but that the plan itself calls for this action.

[4] See Spokane City Council Resolution RES 2013-0012.
[5] WCNAP, p. 8.
[6] Ibid., p. 34
[7] See Exhibit I, Application Materials.

Miscellaneous Comprehensive Plan Goals and Policies. Staff have compiled a list of Comprehensive Plan Goals and Policies which bear on the proposal in Exhibit H of this report. Further discussion of these policies is provided under section K.2 below.

The proposal satisfies this criterion.

2. *If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.*

Staff Analysis: The proposal is generally consistent with current Comprehensive Plan policies, as described in further detail in the staff analysis of Criterion K.2 below and other criteria in this report. Therefore, no amendment to policy wording is necessary and this criterion does not apply to the subject proposal.

The proposal satisfies this criterion.

F. Regional Consistency: *All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.*

Staff Analysis: The proposed change in land use designations affects a relatively small area within an existing urbanized area, with no foreseeable implications to regional or inter-jurisdictional policy issues. No comments have been received from any agency, City department, or neighboring jurisdiction which would indicate that this proposal is not regionally consistent.

The proposal satisfies this criterion.

G. Cumulative Effect: *All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.*

1. **Land Use Impacts:** *In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.*

2. **Grouping:** *Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.*

   Staff Analysis: The City is concurrently reviewing this application and five other applications for Comprehensive Plan amendments as part of an annual plan amendment cycle. All six applications are for map amendments, five for changes to the land use plan map (LU-1) and one for changes to the Bicycle Facilities Map (TR-5). When considered together, these various applications do not interact, nor do they augment or detract from each other. Thus, the cumulative effects of these various applications are minor.

This proposal satisfies this criterion.

H. SEPA: *SEPA[8] Review must be completed on all amendment proposals and is described in Chapter 17E.050.*

1. ***Grouping***: *When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.*

2. ***DS***: *If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).*

   Staff Analysis: The application is under review in accordance with the State Environmental Policy Act (SEPA), which requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of the information contained in the environmental checklist, written comments from local and State departments and agencies concerned with land development within the City, and a review of other information available to the Director of Planning Services, a Determination of Non-Significance was issued on September 28, 2021.

   The proposal satisfies this criterion.

I. ***Adequate Public Facilities****: The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.*

Staff Analysis: The proposal would change the land-use designation of a previously developed area served by public facilities and services described in CFU 2.1. The proposed change in land-use designations affects a relatively small area and does not measurably alter demand for public facilities and services in the vicinity of the site or on a citywide basis. Any subsequent development of the site will be subject to a concurrency determination pursuant to SMC 17D.010.020, thereby implementing the policy set forth in CFU 2.2.

The proposal satisfies this criterion.

J. ***UGA****: Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.*

Staff Analysis: The proposal does not include an expansion to the UGA; thus, this criterion does not apply.

[8] State Environmental Protection Act

This criterion does not apply.

K. Demonstration of Need:

1. ***Policy Adjustments:*** *Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. The need for this type of adjustment might be supported by findings from feedback instruments related to monitoring and evaluating the implementation of the comprehensive plan.*

   Staff Analysis: The proposal does not include a policy adjustment; thus, this criterion does not apply.

2. ***Map Changes:*** *Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:*

   a. *The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g. compatibility with neighboring land uses, proximity to arterials, etc.);*

   Staff Analysis: Because the proposal seeks to designate the property for a "Centers and Corridors Core" land use plan map designation, conformance with Goal LU 3, Efficient Land Use, and its attendant policies are the primary policies affecting this proposal. Under Policy LU 3.4, Planning for Centers and Corridors, Centers and Corridors should be planned using a "City-approved subarea planning process" to determine the location of the center and the land use plan map designations within it.

   The Corridor in which the proposal lies is known as the "North Monroe Corridor". Portions of the North Monroe Corridor were subjected to a subarea planning process, but not the portion south of W Indiana Ave where the subject property is located. While subarea planning process, per LU 3.4, has yet to be undertaken by the City for this Corridor, a private applicant may undertake to amend the comprehensive plan to ensure consideration of this change in a timely manner. While none of the parcels facing Monroe Street in the vicinity of this proposal are designated on the land use plan map for "CC Core", other parcels facing Monroe *are* all currently zoned CC2-DC. Amending the land use plan map designation and zoning to Centers and Corridors for this site as proposed would apply the same design and development standards to this parcel that are required of adjoining properties in the Corridor.

   According to Policy LU 3.2, a Corridor is a linear feature that extends "no more than two blocks in either direction from the center of a transportation corridor." As this proposal is only a single block from the centerline of Monroe Street, this parcel is certainly within that limitation.

   b. *The map amendment or site is suitable for the proposed designation.*

Staff Analysis: The site is adequately served by all utilities and by a major arterial street, bus service is nearby on Monroe Street, and the site is generally level and devoid of critical areas.

c. *The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation*.

Staff Analysis: See discussion under topic 'a' above. Comprehensive Plan Policy calls for increased residential density in Centers and Corridors. As such, the proposal would help to implement the development strategy laid out in the Comprehensive Plan policies, especially those concerning Centers and Corridors (see **Exhibit H**).

The proposal satisfies this criterion.

3. Rezones, Land Use Plan Amendment: *Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.*

Staff Analysis: There are two zones available that would implement a land use plan map designation of CC Core, "Centers and Corridors Type 1 (CC1)" and "Centers and Corridors Type 2 (CC2)." The applicant has proposed a zoning of CC2 to match the zoning of adjacent parcels on Monroe Street. However, as this portion of the Corridor has not undergone a subarea planning process, it is not clear which CC zoning is most appropriate.

Generally, the SMC describes CC1 as promoting the "greatest pedestrian orientation" of such zoning while CC2 is described as promoting pedestrian oriented development "while accommodating the automobile." Essentially, more auto-accommodating features like drive-throughs and auto shops are allowed in CC2, while they are prohibited in CC1. Either zone can implement the proposed land use plan map, asking the question as to which should be applied here. Because this site is (and will likely continue to be) a school, and because schools have a generally higher need for pedestrian amenities, a zoning of CC1 could be more appropriate. Additionally, this site is adjacent to the crossing of two arterials and contains a junction between multiple transit routes, some of which qualify as high-performance transit routes. Considering these factors, staff recommends that the Plan Commission recommend CC1 zoning for this proposal.

The proposal satisfies this criterion.

VII. CONCLUSION

The proposal has been processed and considered according to the requirements of the Spokane Municipal Code. According to the information provided above and the whole of the administrative record, and

provided Plan Commission or City Council make the recommended change to the project, it is unclear if the proposal meets criteria for a comprehensive plan amendment as provided in SMC 17G.020.030.

Following the close of public testimony and deliberations regarding conclusions with respect to the review criteria and decision criteria detailed in SMC Chapter 17G.020, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested amendment to the Land Use Plan map of the City's Comprehensive Plan.

VIII. STAFF RECOMMENDATION

Staff recommends the Plan Commission and City Council **approve** the proposal **with a recommended zoning designation of "Centers and Corridors Type 1, District Center (CC1-DC).**"

IX. LIST OF EXHIBITS

A. Existing Land Use Plan Map
B. Proposed Land Use Plan Map
C. Existing Zoning Map
D. Proposed Zoning Map
E. Application Notification Area
F. Detail Aerial
G. Wide-Area Aerial
H. List of Relevant Comp Plan Policies
I. Application Materials
J. SEPA Checklist
K. SEPA Determination of Non-Significance

Z20-209COMP (1025 W Spofford)

Concerning parcel(s) in the West Central Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 1/18/2021

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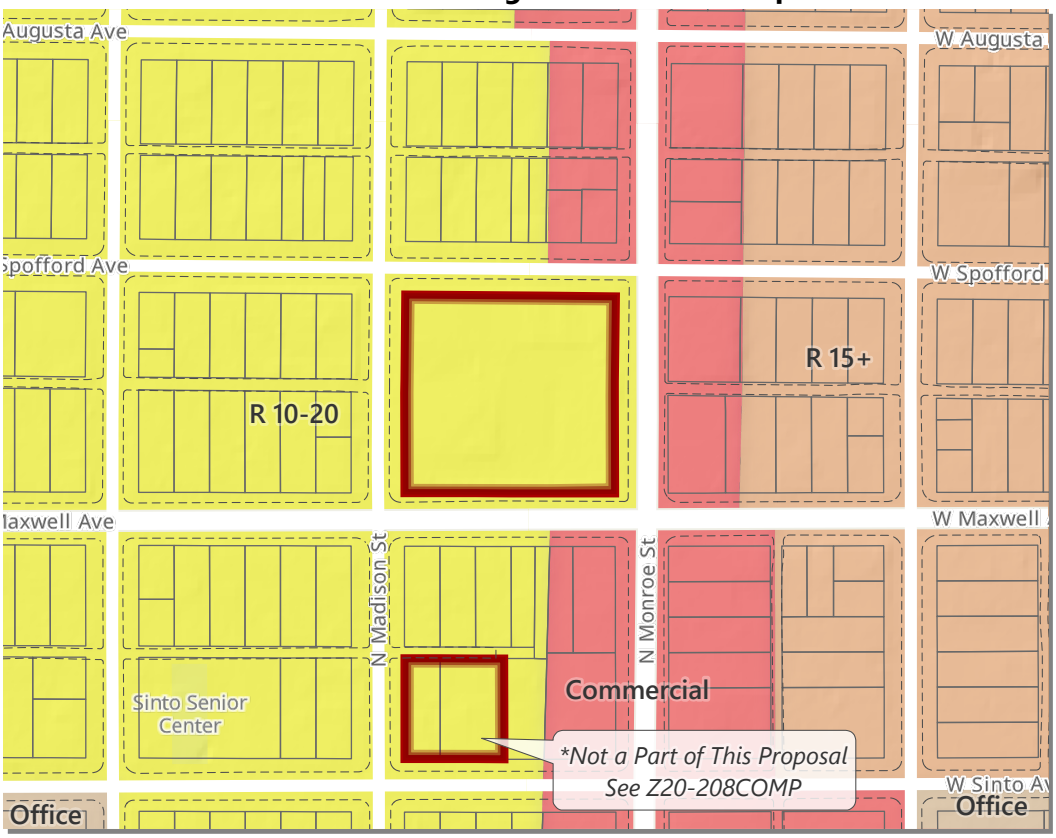
EXHIBIT A: Existing Land Use Plan Map

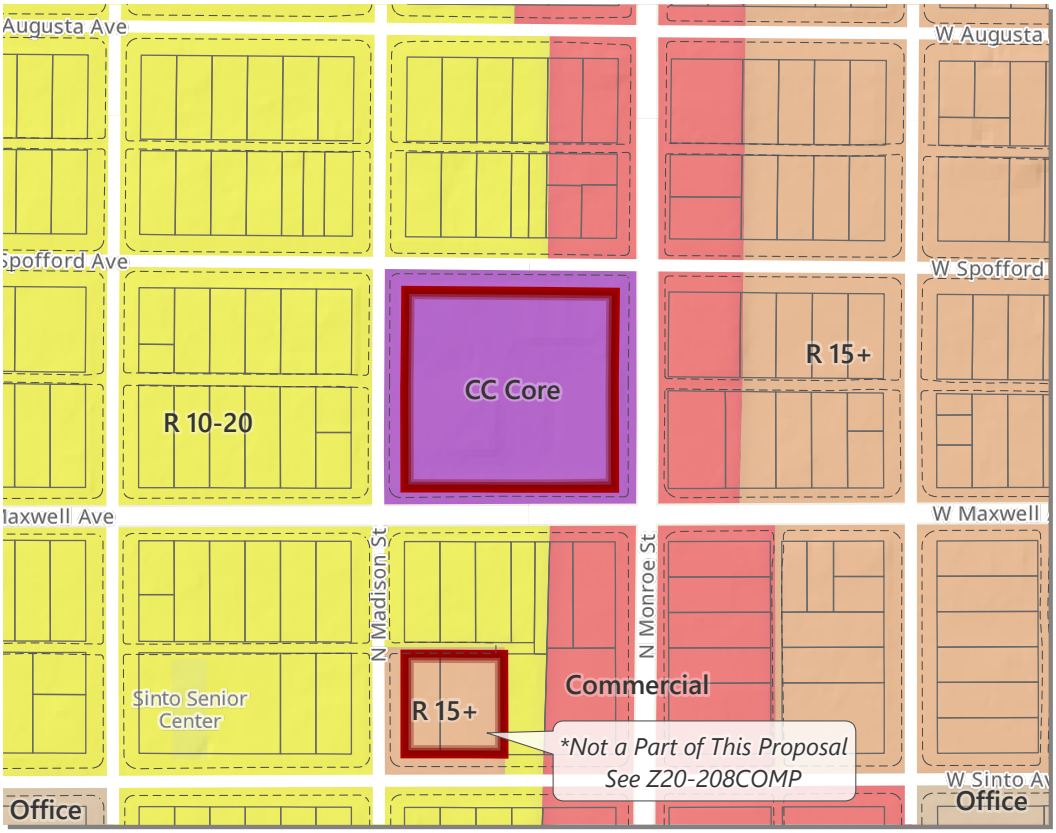


- Subject Parcel
- Parcels
- City Boundary
- Curb Line

Current Land Use Designation

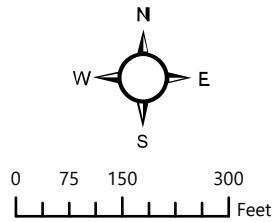
- General Commercial
- Office
- Res 10-20
- Res 15+

EXHIBIT B: Proposed Land Use Plan Map

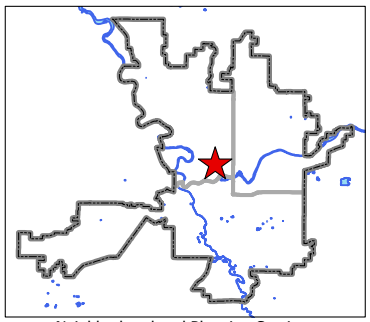


Parcel(s): 35076.3915

Approximate Area: 1.9 acres



PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

Z20-209COMP (1025 W Spofford)

Concerning parcel(s) in the West Central Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 1/18/2021

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Subject Parcel

Parcels

City Boundary

Curb Line

Current Zoning

Center and Corridor Type 2

Office Retail

Residential High Density

Residential Two-Family

EXHIBIT C: Existing Zoning

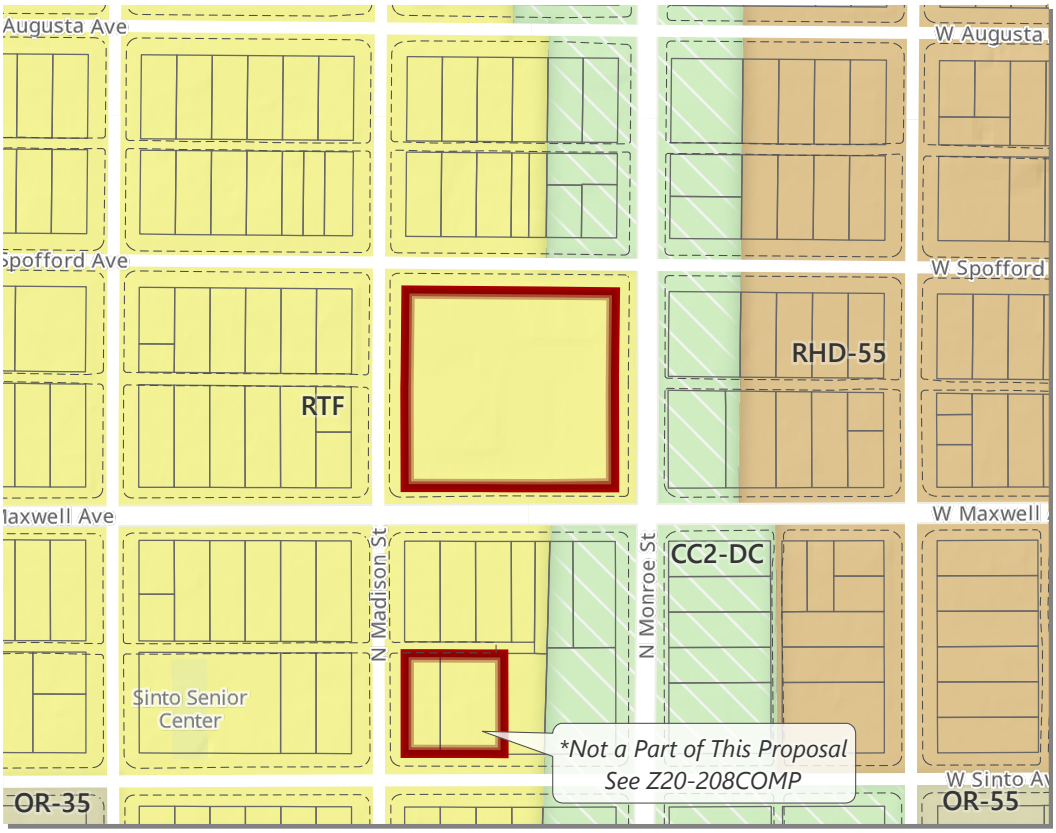
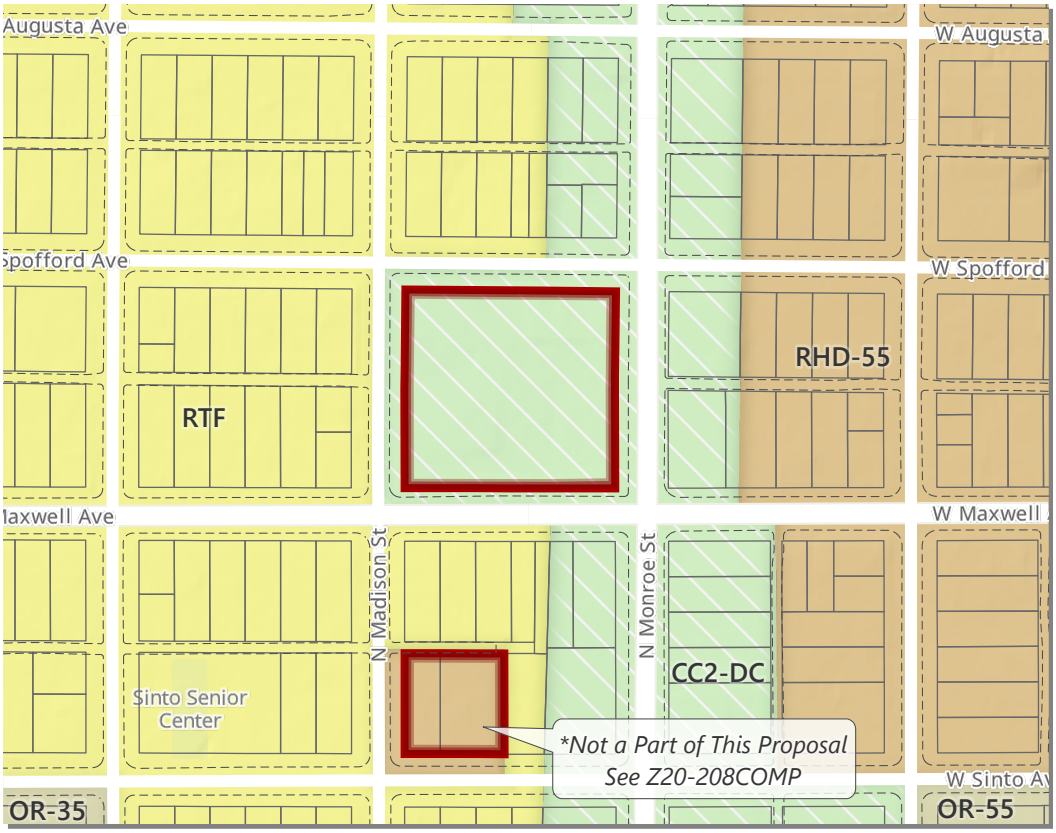


EXHIBIT D: Proposed Zoning



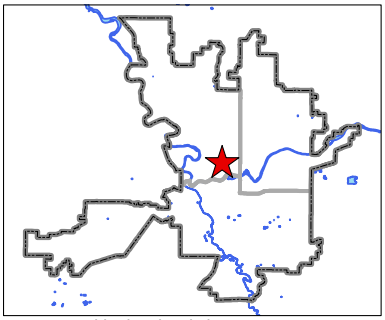
Parcel(s): 35076.3915

Approximate Area: 1.90 acres

N
W E
S

0 75 150 300
Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

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Z20-209COMP

(1025 W Spofford - West Central Neighborhood)

2020/2021 Comprehensive Plan Amendment Proposals

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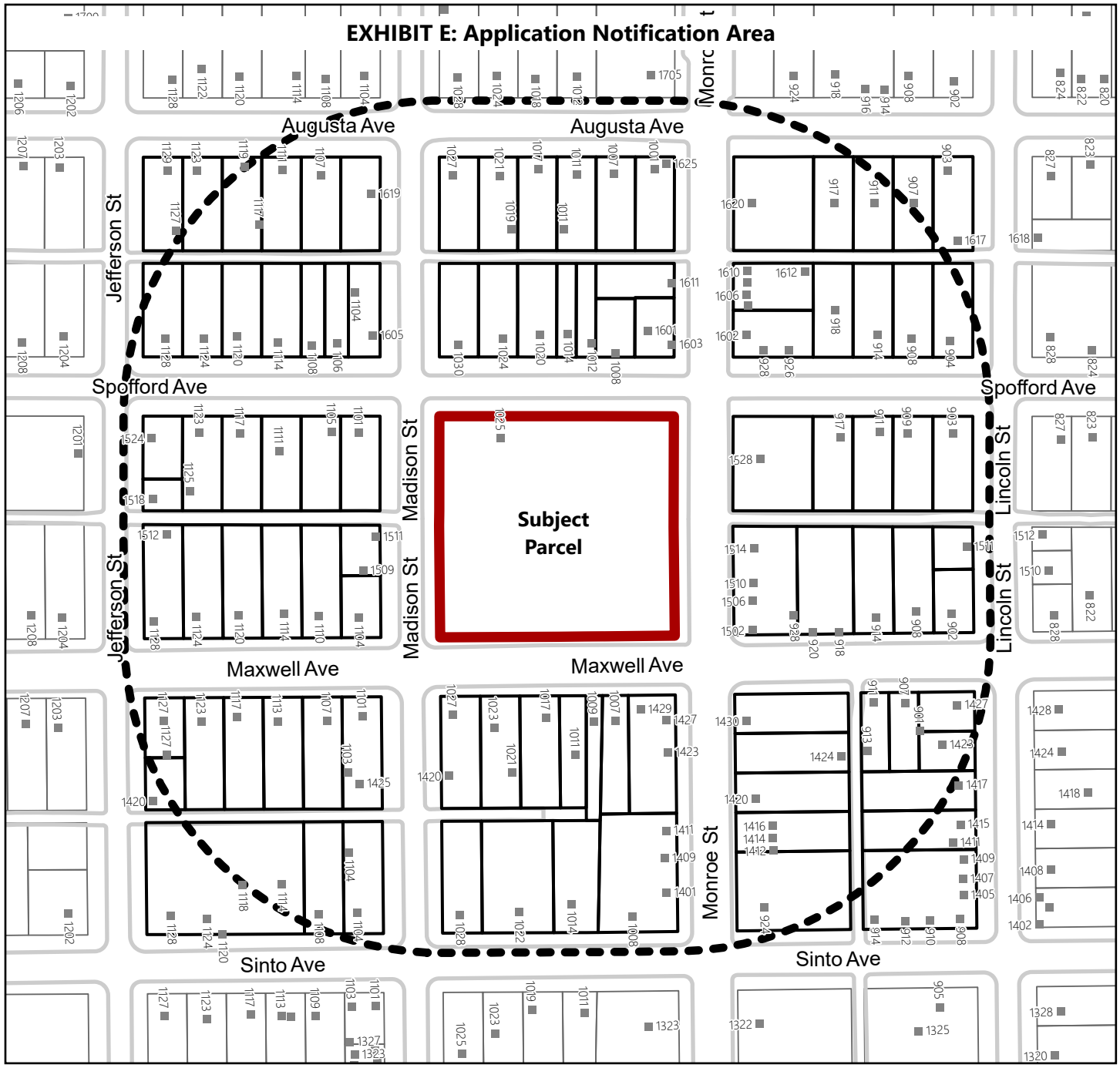


Legend

- Parcel
- Curb Line
- Address Point

Area Type

- Subject Parcels
- Notification_Boundary
- Notification_Parcels

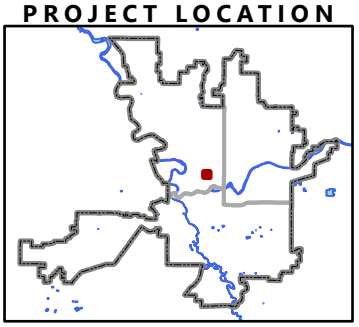
Application Proposes To:

Change Land Use Designation from
"Residential 10-20" to "Centers and Corridors Core"

Project Size: 1.9 Acres (Approximate)
Drawing Date: 6/1/2021 Drawing Scale: 1:2,250

0 75 150 300
Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

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Z20-209COMP (1025 W Spofford)

Concerning parcel(s) in the West Central Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 9/15/2021

THIS IS NOT A LEGAL DOCUMENT
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EXHIBIT F: Detail Aerial

Subject Parcels

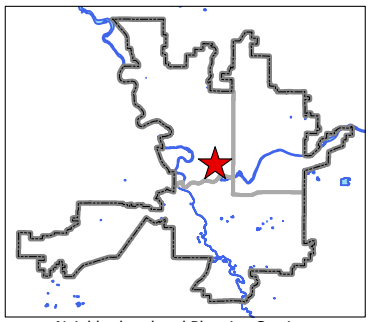
EXHIBIT G: Wide Area Aerial

Parcel(s): 35076.3915

Approximate Area: 1.9 acres

N
W E
S

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

The following policies of the Comprehensive Plan relate to application Z20-209COMP. The full text of the Comprehensive Plan can be found at www.shapingspokane.org.

Chapter 3—Land Use

LU 3.1 Coordinated and Efficient Land Use

Encourage coordinated and efficient growth and development through infrastructure financing and construction programs, tax and regulatory incentives, and by focusing growth in areas where adequate services and facilities exist or can be economically extended.

Discussion: Future growth should be directed to locations where adequate services and facilities are available. Otherwise, services and facilities should be extended or upgraded only when it is economically feasible to do so.

The Centers and Corridors designated on the Land Use Plan Map are the areas of the city where incentives and other tools should be used to encourage infill development, redevelopment and new development. Examples of incentives the city could use include assuring public participation, using public facilities and lower development fees to attract investment, assisting with project financing, zoning for mixed-use and higher density development, encouraging rehabilitation, providing in-kind assistance, streamlining the permit process, providing public services, and addressing toxic contamination, among other things.

LU 3.2 Centers and Corridors

Designate Centers and Corridors (neighborhood scale, community or district scale, and regional scale) on the Land Use Plan Map that encourage a mix of uses and activities around which growth is focused.

Discussion: … Corridors are areas of mixed land use that extend no more than two blocks in either direction from the center of a transportation corridor. Within a Corridor there is a greater intensity of development in comparison to the surrounding residential areas. Housing at a density up to 44 units per acre and employment densities are adequate to support frequent transit service. The density of housing transitions to a lower level (up to 22 units per acre) at the outer edge of the Corridor. A variety of housing styles, apartments, condominiums, row houses, and houses on smaller lots are allowed. A full range of retail services, including grocery stores serving several neighborhoods, theaters, restaurants, dry-cleaners, hardware stores, and specialty shops are also allowed. Low intensity, auto-dependent uses (e.g., lumber yards, automobile dealers, and nurseries) are prohibited.

Corridors provide enhanced connections to other Centers, Corridors, and downtown Spokane. To accomplish this, it is important to make available safe, attractive transit stops and pedestrian and bicycle ways. The street environment for pedestrians is much improved by placing buildings with multiple stories close to the street with wide sidewalks and street trees, attractive landscaping, benches, and frequent transit stops. Parking lots should not dominate the frontage of these

pedestrian-oriented streets, interrupt pedestrian routes, or negatively impact surrounding neighborhoods. Parking lots should be located behind or on the side of buildings whenever possible.

The following locations are designated as Corridors on the Land Use Plan Map:

- North Monroe Street;
- Hillyard Business Corridor; and
- Hamilton Street Corridor.

…

LU 3.3 Designating Centers and Corridors

Designate new Centers or Corridors in appropriate locations on the Land Use Plan Map through a city-approved planning process.

Discussion: The Comprehensive Plan recognizes that Centers and Corridors are the most appropriate location for commercial and higher density residential uses. In some areas of the city, there may be a need to designate a new Center or Corridor. The exact location, boundaries, size, and mix of land uses in a Center or Corridor should be determined through a city-approved sub-area planning process that is inclusive of all interested stakeholders, including business and property owners, and the affected neighborhood(s). This process may be initiated by the city, or at the request of a neighborhood or private interest.

LU 3.4 Planning for Centers and Corridors

Conduct a city-approved subarea planning process to determine the location, size, mix of land uses, and underlying zoning within designated Centers and Corridors. Prohibit any change to land use or zoning within suggested Centers or Corridors until a subarea planning process is completed.

Discussion: Suggested Centers and Corridors are those that have been newly designated and do not have any underlying Center and Corridor land use or zoning. Land use and zoning, as well as the size, location and intensity of the land use for all Centers and Corridors should be determined through a sub-area planning process that is inclusive of all stakeholders. Any such process shall include consultation and coordination with property owners and the neighborhood in which the Center or Corridor is located. This process may be initiated by the city, or at the request of a neighborhood or private interest. Center and Corridor planning should consider the following factors:

- existing and planned commercial and residential densities and development conditions;
- amount of commercial land needed to serve the neighborhood;
- public facilities, available utilities and infrastructure, and service capacity for residential and commercial development;
- capital facility investments and access to public transit; and
- other characteristics of a Center as provided in this plan, or as further refined.

The subarea planning process should result in a determination of the boundaries of the designated Center or Corridor, the land use mix and intensities of use, and the identification of any changes to the Land Use Map within the designated Center or Corridor.

LU 3.5 Mix of Uses in Centers

Achieve a proportion of uses in Centers that will stimulate pedestrian activity and create mutually reinforcing land uses.

Discussion: Neighborhood, District, and Employment Centers are designated on the Land Use Plan Map in areas that are substantially developed. New uses in Centers should complement existing on-site and surrounding uses, yet seek to achieve a proportion of uses that will stimulate pedestrian activity and create mutually reinforcing land use patterns. Uses that will accomplish this include public, core commercial/office and residential uses.

All Centers are mixed-use areas. Some existing uses in designated Centers may fit with the Center concept; others may not. Planning for Centers should first identify the uses that do not fit and identify sites for new uses that are missing from the existing land use pattern. Ultimately, the mix of uses in a Center should seek to achieve the following minimum requirements:

Table LU 1 – Mix of Uses in Centers

Land Use	Neighborhood Center	District and Employment Center
Public	10 percent	10 percent
Commercial/Office	20 percent	30 percent
Higher-Density Housing	40 percent	20 percent

Note: All percentage ranges are based on site area, rather than square footage of building area.

This recommended proportion of uses is based on site area and does not preclude additional upper floors with different uses. The ultimate mix of land uses and appropriate densities should be clarified in a site-specific planning process in order to address site-related issues such as community context, topography, infrastructure capacities, transit service frequency, and arterial street accessibility. Special care should be taken to respect the context of the site and the character of surrounding existing neighborhoods. The 10 percent public use component is considered a goal and should include land devoted to parks, plazas, open space, and public facilities.

LU 4.2 Land Uses That Support Travel Options and Active Transportation

Provide a compatible mix of housing and commercial uses in Neighborhood Centers, District Centers, Employment Centers, and Corridors.

Discussion: This provides opportunities for people to use active forms of transportation to get to work and shopping, enables less reliance on automobiles, reduces commuting times and distances, makes mass transit more viable, and provides greater convenience for area residents while supporting physical activity.

LU 4.6 Transit-Supported Development

Encourage transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit stops.

Discussion: People are more likely to take transit to meet their everyday travel needs when transit service is frequent, at least every 15 minutes. Mixed-use development in these areas will enable less reliance on automobiles for travel, reduce parking needs, and support robust transit ridership. Land use regulations and incentives will encourage this type of development along high-performance transit corridors.

Transit-supported development should be encouraged through the application of development incentives, enhanced design measures, streetscape standards, parking standards, and potential changes in density and use. Each of these measures should be developed through a sub-area planning (or similar) process as each highperformance transit line is planned and developed. These sub-area planning processes should include neighborhood and stakeholder involvement and public participation processes to ensure that site-specific and neighborhood-context issues are addressed and benefits are maximized.

LU 5.3 Off-Site Impacts

Ensure that off-street parking, access, and loading facilities do not adversely impact the surrounding area.

Discussion: Off-street parking, access, and loading facilities are usually associated with the development of higher density residential, office, and commercial uses. These features often have major impacts on single-family residential areas. The impacts are most significant when these facilities are next to or intrude between homes. When these facilities are accessory to a higher density residential or nonresidential use, they should be developed according to the same policies and zoning regulations as govern the primary use. New parking lots should also have the same zoning classification as the primary use. In addition, these facilities should be developed to minimize adverse impacts to adjacent properties. All parking lots should be paved. Parking lots and loading areas should have appropriate buffers to fully screen them from adjacent, less intensive uses. Access to business and higher density residential sites should be controlled to avoid impacts on adjacent uses, pedestrian movement, and street functions.

LU 5.5 Compatible Development

Ensure that infill and redevelopment projects are well-designed and compatible with surrounding uses and building types.

LU 6.3 School Locations

Work with the local school districts to identify school sites that are located to serve the service area and that are readily accessible for pedestrians and bicyclists.

Discussion: Schools are among the most important public facilities society provides for its citizens. Not only are they the centers of learning for children, but they serve as important focal points for all kinds of neighborhood activities. Their libraries and auditoriums often serve as neighborhood meeting places. The health and vitality of a neighborhood school is invariably a clear indicator of the health and vitality of the neighborhood itself.

An elementary or middle school should be centrally located within its service area to allow children to walk to school. The school should be located within or close to a designated center.

A high school should be centrally located within its service area so as to be easily accessible to vehicular and pedestrian traffic. High schools tend to generate high levels of traffic from student drivers, school personnel, and interscholastic events. To accommodate the higher levels of traffic, high schools should be located on an arterial street. They should also be located within or close to a designated Center.

Most of Spokane is served by School District 81. Mead School District 354 serves an area within the northern city limits, and Cheney School District 360 covers an area within the city limits in the southwest. The Mead, Cheney and Nine Mile School Districts also serve citizens within the Urban Growth Area.

LU 6.4 City and School Cooperation

Continue the cooperative relationship between the city and school officials.

Discussion: The city has a modest role to play in school planning. Public schools are operated by local school districts and governed by state and federal laws and regulations. State funds provide the bulk of school finances. Some funds come from the federal government. School districts raise the rest from local property taxes. State laws set standards for service levels and facility development, such as site size and enrollment. They also specify funding methods. These laws thus perform much of the role of a functional plan for schools. School districts complete the remaining tasks of planning.

Nevertheless, there are important things the city can do. Through good planning, the city can ensure that the environments around existing and future school sites are conducive to their needs. The safety needs of school children and the need for school buildings to be appropriately accessible to their service areas should be considered. The city can certainly continue to work closely with school officials and neighborhoods to serve citizens.

In addition, the Growth Management Act requires cities and school districts to cooperate in capital facility planning. Future school sites are among the types of "lands needed for public purposes," which must be identified in a city's comprehensive plan. If a school district is to collect impact fees for new schools, the school facilities must be reflected in the city's Capital Facility Program (CFP).

Consideration should also be given to joint planning, which could include prioritization of sites for future school construction and preservation of historic sites.

LU 6.5 Schools as a Neighborhood Focus

Encourage school officials to retain existing neighborhood school sites and structures because of the importance of the school in maintaining a strong, healthy neighborhood.

LU 6.9 Facility Compatibility with Neighborhood

Ensure the utilization of architectural and site designs of essential public facilities that are compatible with the surrounding area.

Discussion: It is important that essential public facilities enhance or improve the environment in which they are proposed. Cost considerations should be balanced with attempts to construct buildings and site features that are compatible with their surroundings.

Chapter 7 – Economic Development

ED 2.4 Mixed Use

Support mixed-use development that brings employment, shopping, and residential activities into shared locations that stimulate opportunities for economic activity.

ED 5.1 K-12 Education

Work cooperatively with local schools to help maintain and enhance the quality of K-12 education in the city's schools.

Chapter 8 – Urban Design and Historic Preservation

DP 1.1 Landmark Structures, Buildings, Sites

Recognize and preserve unique or outstanding landmark structures, buildings, and sites.

> *Discussion*: Landmarks are structures or sites that provide focal points of historic or cultural interest. Preservation of them, even when not located within historic districts, celebrates the uniqueness of the particular area. Development that is compatible with and respects these landmarks enhances the richness and diversity of the built and natural environments while reinforcing the landmark structures and sites.

DP 1.2 New Development in Established Neighborhoods

Encourage new development that is of a type, scale, orientation, and design that maintains or improves the character, aesthetic quality, and livability of the neighborhood.

> *Discussion*: New development should be compatible with the context of the area and result in an improvement to the surrounding neighborhood.

DP 2.12 Infill Development

Encourage infill construction and area redevelopment that complement and reinforce positive commercial and residential character.

> *Discussion*: Infill construction can benefit the community when done in a manner that improves and does not detract from the livability of the neighborhood and the desirable design character of the area.

Chapter 11—Neighborhoods

N 2.1 Neighborhood Quality of Life

Ensure that neighborhoods continue to offer residents transportation and living options, safe streets, quality schools, public services, and cultural, social, and recreational opportunities in order to sustain and enhance the vitality, diversity, and quality of life within neighborhoods.

> *Discussion*: Spokane enjoys a rich variety of living opportunities within its individual neighborhoods, each with its unique character. Maintaining and enhancing our neighborhood assets is key to providing stability within neighborhoods and Spokane citizens with a prolonged sense of pride.

N 3.2 Major Facilities

Use the siting process outlined under "Adequate Public Lands and Facilities" (LU 6) as a guide when evaluating potential locations for facilities within city neighborhoods, working with neighborhood councils and/or interestspecific committees to explore mitigation measures, public amenity enhancements, and alternative locations.

Discussion: Traffic and noise are just two negative impacts of locating a major facility within a neighborhood. The city needs to examine the benefits of centralizing these large facilities so that neighborhoods are not negatively impacted. The city can look to mitigation measures or a public amenity in exchange for major facility siting. In addition, the fact that property is city-owned is not a sufficient reason for choosing a site for a large facility, and alternative locations should be explored. The Land Use Policy 6.11, "Siting Essential Public Facilities," describes the siting process contained in the "Spokane County Regional Siting Process for Essential Public Facilities." This process should also be applied to siting decisions relative to essential public facilities of a local nature within neighborhoods, such as libraries, schools, and community centers.

N 8.4 Consistency of Plans

Maintain consistency between neighborhood planning documents and the comprehensive plan.

Discussion: Neighborhood planning shall be conducted within the framework of the comprehensive plan, and further, the Growth Management Act requires that these plans be consistent with the comprehensive plan.

General Application

Rev.20180104

DESCRIPTION OF PROPOSAL

Request to amend land-use designation and zoning of The Community School site for future redevelopment to meet the needs of the growing institution.

Address of Site Proposal *(if not yet assigned, obtain address from Public Works before submitting application)*:

1025 W Spofford Avenue
Spokane, WA 99205

APPLICANT

Name: Integrus Architecture - Kandis Larsen

Address: 10 S Cedar Spokane, WA 99210

Phone: (509) 838-8681 Email: klarsen@integrusarch.com

PROPERTY OWNER

Name: Spokane Public Schools - Gregory Forsyth

Address: 200 N Bernard Street Spokane, WA 99201

Phone: (509) 354-5900 Email: GregoryF@spokaneschools.org

AGENT

Name: Integrus Architecture - Kandis Larsen

Address: 10 S Cedar Spokane, WA 99210

Phone: (509) 838-8681 Email: klarsen@integrusarch.com

Assessor's Parcel Numbers: 35076.3915

Legal Description of Site: See attached memo and drawing exhibit.

Size of Property: 1.9 acres (82,764 square feet)

List Specific Permits Requested in this Application:

Amend land use from Residential (R 10-20) to Center and Corridor Core (CC Core) and amend zoning from Residential Two-Family (RTF) to Center and Corridor, Type 2 (CC2). This amendment will better align with current nearby land use and allow the owner to redevelop the site to better meet their current and projected needs as an educational facility.

SUBMITTED BY:

☐ Applicant ☐ Property Owner ☐ Property Purchaser ☑ Agent

In the case of discretionary permits (administrative, hearing examiner, landmarks commission or plan commission), if the applicant is not the property owner, the owner must provide the following acknowledgement:

I, [signature], owner of the above-described property, do hereby authorize Integrus Architecture to represent me and my interests in all matters regarding this application.

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this 22nd day of October, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gregory Forsyth to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

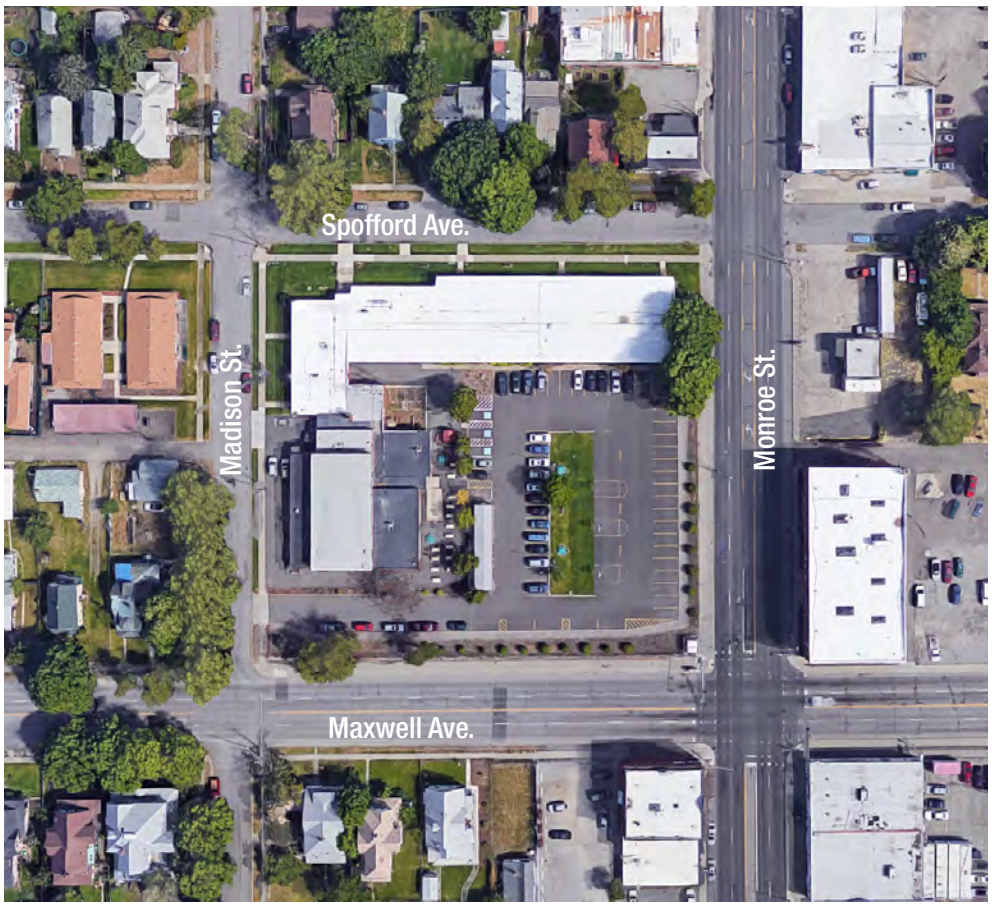
BARBARA CARSON NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES SEPTEMBER 25, 2023 96123

Barbara Carson

Notary Public in and for the State of Washington, residing at Spokane, WA

Existing Site Analysis

Site Address:	1025 W Spofford Avenue Spokane, WA 99205
Lot Size:	1.9 acres / 82,764 sf
Parcel No.:	35076.3915
Current Land Use:	Residential (R 10-20)
Current Zoning:	Residential Two-Family (RTF)



Site

The Community School at Bancroft is a Spokane Public Schools owned building. The existing building was originally Bancroft Elementary and has had several different programs since the original school was built and it now houses The Community School. It is situated in the West Central Neighborhood between Monroe Street and Madison Street and is flanked on the north by Spofford Avenue and on the south by Maxwell Avenue. The current land use is Residential (R 10-20) and is zoned as Residential Two-Family (RTF) and the site is not part of a historic district.

The current school use has been permitted in this zone through the limited / conditional use process. However, Title 17C stipulates that in areas zoned RTF, all new buildings or additions larger that five thousand square feet will require a conditional use permit even if the building being replaced is the same use. The below residential development standards would govern over the project should the conditional use process be pursued.

Design Parameter	Applicable Development Standards	Maximum Allowable
Maximum Building Coverage	2,250 sf (35% beyond)	30,429 sf
Maximum Roof Height	35 ft	
Maximum Wall Height	25 ft	
Floor Area Ratio (FAR)	0.5	41,382 sf
Setbacks:		
Front Setback	15 ft	
Side Setback	5 ft	
Rear Setback	15 ft	
Parking	1 - 2.5 per classroom	varies

Justification for Comprehensive Plan Amendment

The Community School has outgrown its existing structure and with future growth projected is looking to rebuild on the site. The site offers the choice-in student body access to a myriad of resources in close proximity. These resources include but are not limited to: ease of access to public transit with the majority of students non-driving, proximity to the Central Spokane YMCA for physical education and recreation, proximity to the Downtown Spokane Public Library, and more. This site is in a pivotal location to reach said body of students and as such a request for Comprehensive Plan Amendment is being made to allow for adequate redevelopment of the site.

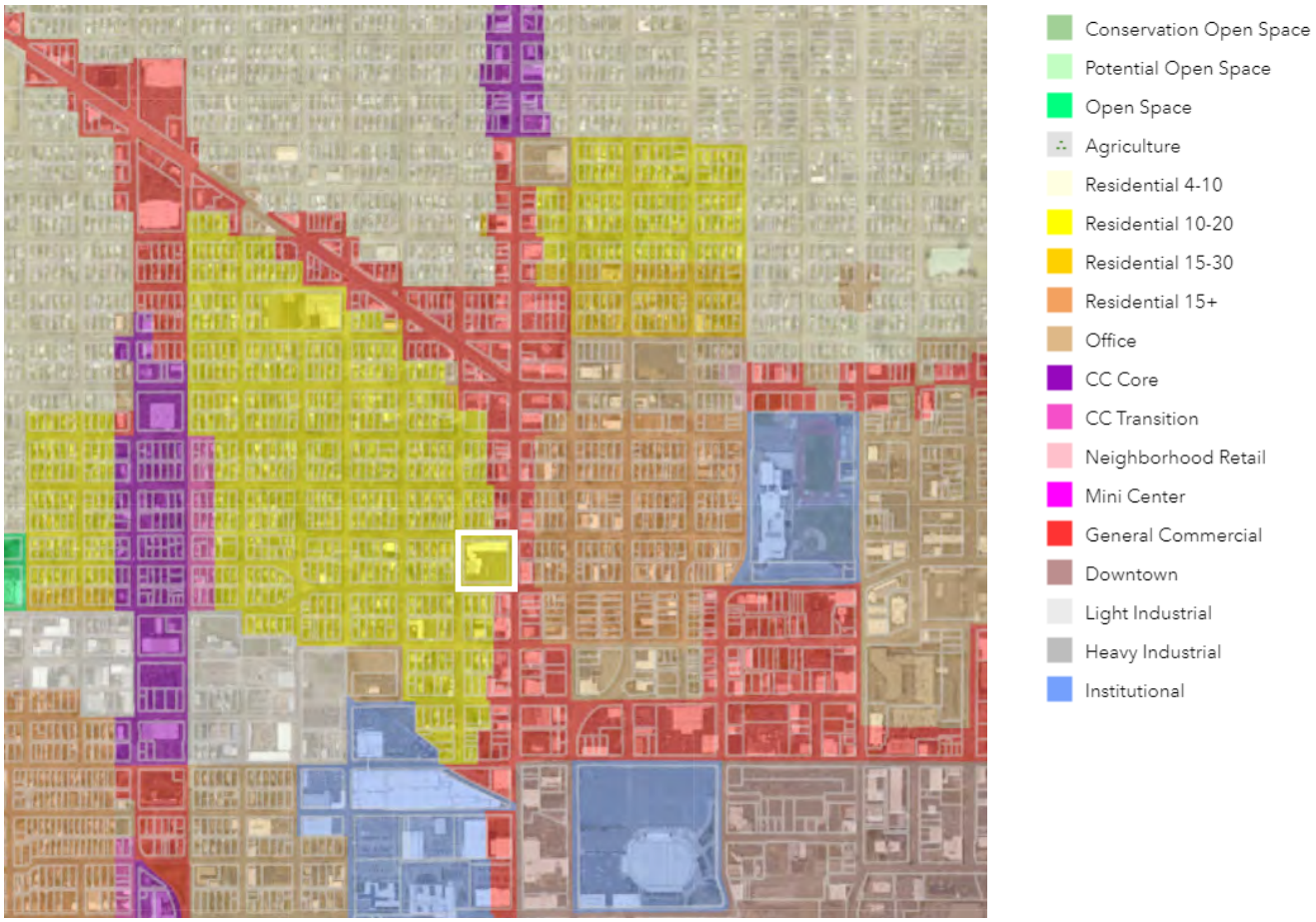
A preliminary programming effort was done to asses the projected growth and currently unmet spatial needs of The Community School. During this process the sizes and quantities of classrooms were challenged and modified to meet the needs of the modern classroom and growing student body. Spaces such as a Maker's Space and an adequate Multi-Use space were also identified as needing inclusion and/or enlargement. The programmatic study resulted in an approximate area of 60,000 gross square feet which exceeds the maximum allowable building area permitted through the conditional use process by nearly 20,000 square feet.

Proposed Comprehensive Plan Amendment

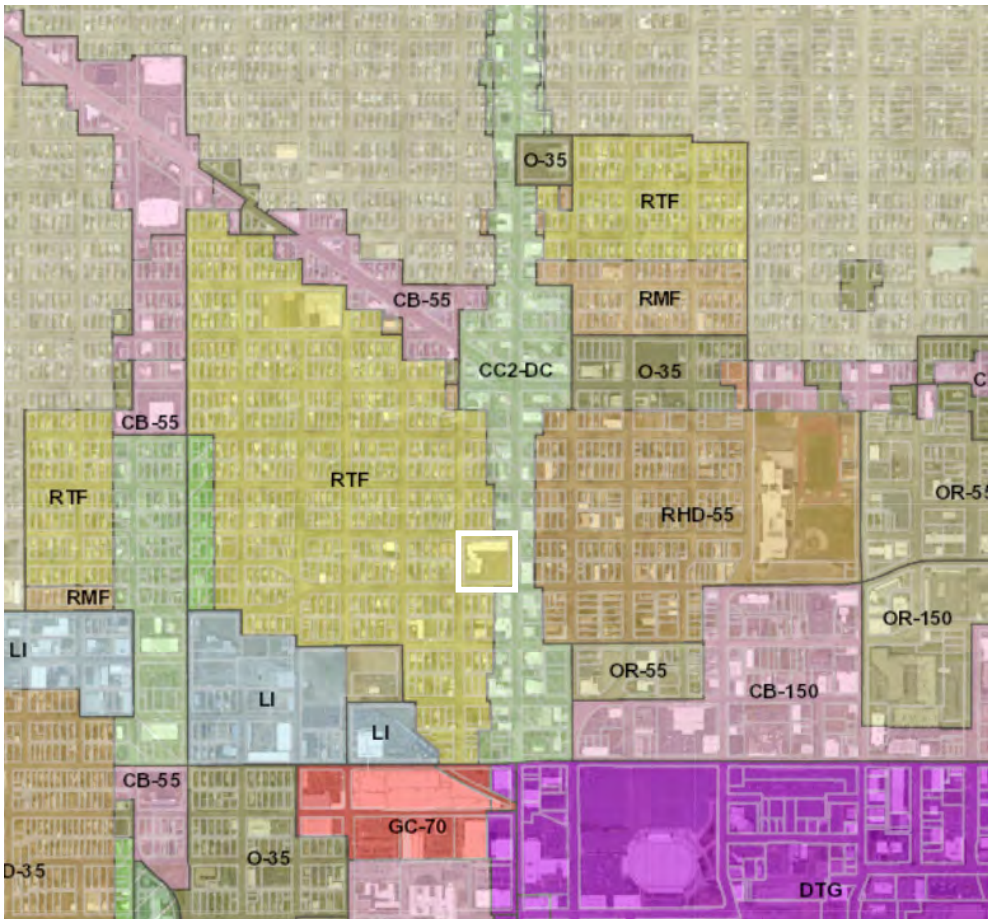
Proposed Land Use:	Center and Corridor Core (CC Core)
Proposed Zoning:	Center and Corridor, Type 2 (CC2)

Although the current land use and zoning for this site are residential, there is precedent set by all other properties along Monroe Street that suggest another land use designation and zoning would be logical. Monroe Street and the majority of the properties flanking each side of it have a designated land use of General Commercial and are zoned as Center and Corridor, Type 2 (CC2). Further north where Monroe Street has undergone more recent development we see a land use designation of CC Core and Center and Corridor Type 2 (CC2) zoning. The Community School site is effectively the last residentially designated property along the greater Monroe Street corridor.

A Comprehensive Plan Amendment would result in a designation that more closely reflects those already seen along the Monroe Street corridor and would allow Spokane Public Schools to tap into greater development of the site because the proposed zoning offers incentives that allow for a higher floor area ratio in exchange for the provision of greater public amenities along the street.



Current Land Use Map



Current Land Use Map

If the proposed amendment were approved, a school use is permitted in this core zone and would not require a conditional use permit. The below development standards would then govern over the project.

Design Parameter	Applicable Development Standards	Maximum Allowable
Maximum Building Height	55 ft	
Floor Area Ratio (FAR) - Basic	0.2	16,552 sf
Floor Area Ration (FAR) - Maximum	0.8	66,211 sf
Setbacks:		
Street - Monroe Street	0 ft	
Side & Rear - RTF Zone	10 ft	
Front	10 ft	
Parking	1 - 4 per 1,000 gsf	67 stalls

In order to maximize the FAR for the site and achieve the desired building square footage for redevelopment, either three minor amenities or one major and one minor amenity would need to be incorporated into the project, per Spokane Municipal Code Section 17C.122.090.

The below listed amenities would be considered for inclusion in The Community School project to achieve the bonus FAR and square footage indicated in the above Evaluation of Re-zoning. This increase in square footage would make it possible for the school to expand to resolve the current spatial deficit and meet future projected needs.

Minor Amenities:

- Additional Streetscape Features
- Preferred Materials on Building
- Building to the Street.

Major Amenities:

- Public Art
- Through-block Pedestrian Connection

Additional Threshold Review Criteria Comments

1. The proposal amendment is appropriately addressed by a Comprehensive Plan Amendment because conditional-use permit and other alternatives do not meet the redevelopment needs and a Comprehensive Plan Amendment not only meets those needs but the proposed amendment better aligns with the current land use and zoning of adjacent properties.
2. The proposed amendment does not raise policy or land use issues addressed by any ongoing work program that the applicant is aware of.
3. There is no reason to our knowledge that the proposed amendment could not be reviewed within the time frame of the Annual Comprehensive Plan Amendment Work Program.
4. All other nearby properties with similar characteristics that would make sense to be part of this amendment are already designated in the manner of this proposal.
5. The proposed amendment is consistent with current general policies in the comprehensive plan for site-specific amendment proposals.
6. The proposed amendment is not the same or substantially similar to a proposal that was considered in the previous year's threshold review process.
7. This change is not directed by state law or a decision of a court or administrative agency.
8. Initial contact to the chair and vice chair of the site's West Central neighborhood council and adjacent Emerson Garfield neighborhood council was made on September 28, 2020.

Evaluation for
Agency Use Only

ZState Environmental Policy Act (SEPA)
ENVIRONMENTAL CHECKLIST

File No. Z20-209COMP

PLEASE READ CAREFULLY BEFORE COMPLETING THE CHECKLIST!

Purpose of Checklist:

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals:
Complete this checklist for nonproject proposals, even though questions may be answered "*does not apply*."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

A. BACKGROUND

1. **Name of proposed project**: Comprehensive Plan Change for The Community School

2. **Applicant**: Spokane School District No. 81 - Greg Forsyth, Director Capital Projects
   Address: 2815 E. Garland Avenue
   City/State/Zip: Spokane, WA 99207-5811 Phone: *(509) 354- 5900*
   Email: gregoryf@spokaneschools.org

3. **Agent or Primary Contact**: Jim Kolva Associates, LLC, SEPA consultant
   Address: 115 South Adams Street, Suite 1
   City/State/Zip: Spokane, WA 99201-4603 Phone: *(509) 458-5517*
   Email: jim@jimkolvaassociates.com

   Architect: Kandis Larsen, Integrus Architecutre
   Address: 10 S. Cedar Street
   City/State/Zip: Spokane, WA 99201 Phone: *(509) 838-8681*
   Email: klarsen@integrusarch.com

4. **Location of Project**:
   Address: 1025 West Spofford Avenue, 99205
   Section: *07 & 18* Quarter: *SW07 & NW18.* Township: *25N* Range: *43E*
   Tax Parcel Number(s): *35076.3915*

5. Date checklist prepared: *April 20, 2021*

6. Agency requesting checklist: *City of Spokane, Washington*

7. Proposed timing or schedule (including phasing, if applicable):
   Comprehensive Plan change, 2021; construction project is not yet determined, pending bond issue in 2024.

8. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain:
   The project constitutes only a comprehensive plan land use map change and rezone. A future project may involve the demolition of the existing buildings, clearing of the site, and building a

new classroom building, size and capacity to be determined. At this time, no permits or approvals of that potential future redevelopment are being sought or considered.

b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain:
No

9. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal:
The following studies are likely to be completed at the time a construction project is proposed.
Survey for asbestos, lead, and other potentially hazardous substances prior to demolition of existing school building
Geotechnical Report
Noise Study
Traffic Report, pending coordination with city of Spokane
Schematic Design Report for new school building
Potential historic building inventory, submitted to WISAARD at DAHP

10. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain:
None are pending at this time.

11. List any government approvals or permits that will be needed for your proposal, if known:

No additional approvals or permits are required for the comprehensive plan amendment. Eventual redevelopment of the site may require:

Conditional Use Permit (potential)
Demolition
Land Disturbance Permit (Grading and drainage)
Right of Way Permit – Street use
Driveway approach
Building
Electrical
Plumbing/mechanical
Occupancy

12. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.

The proposed project is a comprehensive plan and zone change for the existing block occupied by the Spokane School District Community School (originally Bancroft Elementary School). The property contains approximately 82,980 square feet (Spokane County Assessor) and is used as the campus for the school which includes classroom and multipurpose buildings, asphalt driveway and parking lot, and landscaping. The classroom building is one-story and the multi-purpose building is one-story with high walls.

The purpose of the comprehensive plan and zone change is to provide greater flexibility than provided by the current residential zone. Although the future school building has not yet been designed, a two-to-three story masonry building containing 16 classrooms (10 in existing school) and support spaces with a size of approximately 66,000 square feet is being contemplated.

Redevelopment of the site is not a part of this checklist, nor are permits for such an action being sought at this time.

13. Location of the proposal: Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist.

The proposed project site is in the northwest quadrant of the city of Spokane, within the West Central neighborhood, and along the Monroe Street corridor with a street address of 1025 West Spofford Avenue. The parcel number is 35076.3915, in sections 7SW and 18NW, township 25N, range 43E.

The property now houses Spokane School District Community School -- the former Bancroft Elementary School has occupied the since the 1880s. The campus occupies the entire block bounded by Spofford Avenue on the north, Monroe Street on the east, Maxwell Avenue on the south and Madison Street on the west.

14. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? ☒ Yes ☐ No
    The General Sewer Service Area? ☒ Yes ☐ No
    The Priority Sewer Service Area? ☒ Yes ☐ No

The City of Spokane? ☒Yes ☐No

15. The following questions supplement Part A.

a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)

(1) Describe any systems, other than those designed for the disposal of sanitary waste installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).

None, the school is connected to the City of Spokane sewer system, as would be any redeveloped uses in the future. Stormwater would be managed in accordance with the Spokane Storm Water Management guidelines.

Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored?

No

(2) What protective measures will be taken to ensure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems.

A management plan is in place for storage and proper handling of chemicals used for facilities and landscape maintenance. This also includes a spill management plan. The use of herbicides, pesticides, and fertilizers for grounds maintenance is managed in accordance with a District management plan.

(3) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?

The District has a management plan for storage and proper handling of chemicals used for facilities and landscape maintenance. This also includes a spill management plan.

The use of herbicides, pesticides, and fertilizers for grounds maintenance is managed with a low possibility of spill and migration to ground or surface water.

The District will provide a Critical Materials List.

b. Stormwater

(1) What are the depths on the site to groundwater and to bedrock (if known)?

Not known specifically for this property, but generally greater than 100 feet.

(2) Will stormwater be discharged into the ground? If so, describe any potential impacts.

As a non-project action, no change to the current condition is expected as part of the current proposal. Future redevelopment of the site would include a drainage system designed in accordance with the Spokane Regional Stormwater Manual (April 2008), pursuant to Spokane Municipal Code (SMC) standards..

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (check one):

☒ Flat ☐ Rolling ☐ Hilly ☐ Steep slopes ☐ Mountainous

Other: *n/a*

b. What is the steepest slope on the site (approximate percent slope)?

The site is essentially flat.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

With the exception of the planting strip along the perimeter of the site, and the grass swale in the middle of the parking lot, the site is developed and covered by rooftops, concrete sidewalks, and asphalt driveways and parking lots. The site's soils have been totally disturbed as reflected in the NRCS soil survey. The soil comprising the site is classified by NRCS as Urban land, gravelly substratum, 0 to 15 percent slopes. Because of the soil disturbance, it is not rated in the survey. In the 1968 Soil Conservation Service Survey, the soils of the area are Garrison gravelly loam, 0 to 5 percent slopes (GgA). The deep gravelly soil is somewhat excessively drained and has moderately rapid permeability. Other than high permeability which allows

contaminants to potentially reach groundwater, the soil has few constraints for development. Regardless, prior to site planning and development a geotechnical survey and report that provides site preparation and building specifications will be prepared.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.
No

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.
The entire 82,930-square-foot site is developed with buildings, concrete sidewalks, asphalt driveways and parking lot, and landscaping. Although no development plan is yet developed, it is expected that the buildings and hard surfaces would be demolished and, the landscaping materials, will be removed. Depending on the design of the new building(s), soil may be excavated and removed from the site, but it is not expected that fill will be required. But, if so, it will be approved as to source and composition and applied in accordance with geotechnical engineering specifications. Note that these future actions are not a part of the current non-project proposal.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.
Since the site is flat and within an urban setting, it is not expected that erosion will be an issue. The base soil, garrison gravelly loam has a slight hazard of erosion.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt, or buildings)?
The current site is covered with buildings, concrete sidewalks, and asphalt driveways and parking lot, and landscaping. Approximately 61,000 square feet of the total 82,930 square feet of the site is presently covered with impervious material, or 74 percent. It is likely that the future redevelopment of the site would be similar or greater in impervious coverage.

h. Proposed measures to reduce or control erosion or other impacts to the earth, if any:
Standard erosion control measures will be used if and when the site is redeveloped, pursuant to SMC requirements. Site grading and landscaping will be designed to control runoff so that it complies with city of Spokane storm drainage requirements. A geotechnical report will be completed and will provide guidance on soil and runoff characteristics and appropriate design criteria.

2. Air

a. What type of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

The current non-project proposal does not include any change to the current use of the site or emissions to the air. If the site is redeveloped in the future, SCAPCA dust control regulations would be followed during demolition and construction (a asbestos, lead paint, and hazardous material survey will be completed prior to demolition). Typical pollution sources include building demolition, site grading with removal of asphalt and concrete, use of diesel and gasoline-powered equipment, and application of coatings and asphalt paving. Quantities generated are unknown but expected to be nominal.

Dust would be generated during site grading and final site preparation. Diesel and gasoline exhaust emissions from generators, automobiles, trucks, earthmoving and lifting equipment will be generated during construction. Finally, asphalt paving and application of coatings such as paints, wood finishes, and other weather coatings will generate emissions that may create short term odors.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

No

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Other than following SCAPCA regulations, no additional measures are recommended. If the site is redeveloped in the future, exposed soil will be controlled by water sprays, ground covers, and other means to reduce erosion by wind or water. Travel routes used by trucks and other vehicles that will exit the site should be cleaned regularly and during muddy conditions, it may be necessary to wash vehicles before exiting the site to reduce potential for entrained soil.

3. Water

a. SURFACE WATER:

(1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

No, The US Fish and Wildlife National Wetlands Inventory map shows no wetlands on the school site. (http://www.fws.gov/wetlands/Wetlands-Mapper, reviewed 3/31/21).

(2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

No

(3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.
NA

(4) Will the proposal require surface water withdrawals or diversions? If yes, give general description, purpose, and approximate quantities if known.
No

(5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.
No, according to FIRM Map Number 5303CC0541D, 7/6/2010, the site and vicinity are in Zone X, outside a 100-year flood zone (reviewed 3/31/21).

(6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.
No

b. GROUNDWATER:

(1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.
The existing building is connected to the city of Spokane water system, as will any future buildings on the site.

(2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals…; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.
The existing building is connected to the city of Spokane sewer system, as will any future buildings on the site.

c. WATER RUNOFF (INCLUDING STORMWATER):

(1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

The existing school campus includes rooftops, concrete walkways and asphalt driveways and parking lots from which runoff is generated. Most is retained on-site and directed to lawn areas and a grass swale in the middle of the parking lot. Some runoff from the edges of the site enters the adjacent streets and flows to catchbasins in those streets.

The future school campus would include the same materials as existing and have the same potential for generating stormwater runoff. Stormwater generated by rooftops, concrete walkways and asphalt driveways and parking lots will be contained on-site in accordance with city of Spokane Stormwater Management guidelines. These guidelines would follow the recommendations of a geotechnical evaluation of the site's soils.

(2) Could waste materials enter ground or surface waters? If so, generally describe.

Potential for such occurrence is low and is not expected. A management plan is in place for storage and proper handling of chemicals used for facilities and landscape maintenance. This also includes a spill management plan. The use of herbicides, pesticides, and fertilizers for grounds maintenance is managed with a low possibility of spill and migration to ground or surface water.

(3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No

d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any.

The current proposal does not include any additional measures for runoff and drainage. If the site is redeveloped in the future, the project civil engineers will design the management system to handle the stormwater runoff, peak rate and volume, in accordance with city of Spokane Stormwater Management guidelines.

4. Plants

a. Check the type(s) of vegetation found on the site:

Deciduous trees: ☐ alder ☒ maple ☐ aspen

Other: *Answer*

Evergreen trees: ☒ fir ☐ cedar ☒ pine

Other: *Answer*

☒ shrubs ☒ grass ☐ pasture ☐ crop or grain

☐ orchards, vineyards or other permanent crops

Wet soil plants: ☐ cattail ☐ buttercup ☐ bullrush ☐ skunk cabbage

Other: *Answer*

Water plants: ☐ water lily ☐ eelgrass ☐ milfoil

Other: *n/a*

Any other types of vegetation:

None

b. What kind and amount of vegetation will be removed or altered?

No removal of vegetation is expected under the current non-project proposal. If redevelopment occurs in the future, it is likely that all landscaping plant materials will be removed during site preparation. It is possible that two mature maple trees near the northeast corner can be retained. They will be evaluated for condition and location during site design.

c. List threatened and endangered species known to be on or near the site:

None

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

The site will be landscaped in accordance with a site landscaping plan approved by the city. Native plants will be used to the degree possible.

e. List all noxious weeds and invasive species known to be on or near the site:

None

5. Animals

a. Check *and* List any birds and other animals which have been observed on or near the site or are known to be on or near the site:

Birds: ☐ hawk ☐ heron ☐ eagle ☒ songbirds

Other:

Mammals: ☐ deer ☐ bear ☐ elk ☐ beaver

Other:

Fish: ☐ bass ☐ salmon ☐ trout ☐ herring ☐ shellfish

Other:

Any other animals (*not* listed in above categories): *None*

b. List any threatened or endangered animal species known to be on or near the site.

None

c. Is the site part of a migration route? If so, explain.

No

d. Proposed measures to preserve or enhance wildlife, if any:

None

e. List any invasive animal species known to be on or near the site.

None

6. Energy and natural resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Currently, electricity is used for power, and natural gas for heating. Petroleum-based fuels are used for bus and automobile transportation of faculty, support staff, students, parents, and visitors. It is expected that the future school will use the same energy sources.

While the current non-project proposal would not change the current energy uses of the stie, if future redevelopment on the site occurs, gasoline and diesel fuels would be used by construction vehicles during the completion of the additional and remodel project.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe:

It is not expected to affect solar potential for adjacent properties.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

The current non-project proposal would not result in any changes to the current energy uses or conservation on site. If redeveloped in the future, the project would be built in accordance with the Washington State Energy Code. Interior lighting will conform to the 2018 Washington Non-Residential State Energy Code—or applicable standards at the time of construction. The project designers will evaluate a variety of strategies to use natural light, other sources of energy, and building construction to reduce energy consumption.

7. Environmental health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe.

The site has been used as an elementary school for over 60 years. The current non-project proposal would not result in any environmental health exposure. If redevelopment occurs in the future, a hazardous materials survey will be conducted prior to demolition. Demolition will follow the recommendations of that report.

(1) Describe any known or possible contamination at the site from present or past uses.

None known

(2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

None known

(3) Describe any toxic or hazardous chemicals/conditions that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

If the site is redeveloped in the future, petroleum-based fuels, hydraulic fluid, and other materials used by construction During construction petroleum-based fuels, hydraulic fluid, and other materials used by construction vehicles and equipment, and in the construction process would be used on the site. No such action is included in the current proposal.

During the operation of the school, typical materials used for building and landscape maintenance will be used on the site.

(4) Describe special emergency services that might be required.

None

(5) Proposed measures to reduce or control environmental health hazards, if any:

None

b. NOISE:

(1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Bancroft Elementary/The Community School have occupied the site since the 1880s and have been part of, and experienced, the existing noise environment of the neighborhood and Monroe Street corridor.

The primary noise source in the site vicinity is vehicular traffic along Monroe Street and Maxwell Avenue, both arterial streets. A stop light is at the intersection and thus accelerating traffic would be present. The neighborhood is predominantly single-family dwellings with commercial uses along Monroe Street east, south, and north of the site. During the project planning process for a future redevelopment of the site, the School District would engage a noise consultant to take noise readings at the site and evaluate the recorded noise levels pursuant to WAC guidelines for school locations.

(2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Under the current non-project proposal, no change to the current on-site noise environment would occur. Noise would be generated by construction equipment such as trucks, trenchers, front-end loaders, backhoes, compressors, etc. during demolition, site preparation and building construction.

Over the life of the project, noise will also continue to be generated by vehicular traffic along the surrounding streets. Currently school buses and private automobiles use Madison Street for off-loading students in the morning at the start of school, and loading students in the afternoon at the close of school. Buses and parent vehicles also load and offload along Spofford Avenue.

It is not expected that traffic or noise levels will change significantly as a result of the proposed project or future development. The location of driveways, parking lots and the buildings

themselves may shift in the design of a new school campus, but Madison and Spofford are likely to remain entry points for buses and parent vehicles.

Additionally, human activity on the site will generate noise of the same type, duration, and timeframes as at the existing Community School. The sound of students coming and leaving school, and on the playgrounds, and gathering area before and after class and during class breaks would continue. The use of power equipment for landscape and building maintenance, snow removal, site maintenance, etc. would also continue. In much the same way as presently occurs, children and other neighborhood residents would use the outdoor facilities during summer months.

The school hours and evening activities will not be changed from historic operations. They will be typical of Spokane Public Schools. The range of noise is considered normal for the site and activities of the community. No new vehicular traffic is expected as a result of the modernization and expansion.

(3) Proposed measure to reduce or control noise impacts, if any:

None are proposed at this time, but the project team will with appropriate agencies and the neighborhood to identify and, if possible, mitigate potential noise impacts.

8. Land and shoreline use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

The Community School campus occupies the entire site and has been at this location since 1960. Previous to the construction of the existing school, the original Bancroft school was constructed on the site ca. 1886, and the gymnasium added in 1953. The original school was razed in order to build the 1960 building—integrating the gymnasium–and campus.

The school is surrounded by the following uses:

***East across Monroe Street**: one-to-three-story commercial buildings fronting along Monroe;*

***North across Spofford Avenue**: from Monroe to Madison – vacant lot at corner, and single-family houses west to Madison and beyond;*

***West across Madison Street**: single-family houses and six-unit apartment building;*

***South across Maxwell Avenue**: from Madison to Monroe – single-family houses, and at the corner of Monroe an asphalt parking lot and two-story commercial building.*

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

No

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:
No

c. Describe any structures on the site.
The former 1960 Bancroft Elementary school and 1953 Multi-purpose building occupy the site.

d. Will any structures be demolished? If so, which?
No structures would be demolished as part of the current non-project proposal. However, if the site were to redevelop in the future, all structures, landscaping, sidewalks, and paving would be removed from the site in preparation for a future new school.

e. What is the current zoning classification of the site?
The Community School campus is currently zoned RTF, Residential Two Family. The blocks to the west, northwest, and southwest are also zone RTF, as are the westerly four lots of the block to the north across Spofford Avenue, and the westerly four lots of the block to the south across Maxwell Avenue.

The land across Monroe Street to the east, and the two-lot-wide strip along the west side of Monroe Street to the north, south is zoned CC2-DC, Pedestrian Enhanced/Auto Accommodating-District Corridor. The Type 2 center and corridor zone promotes new development and redevelopment that is pedestrian oriented while accommodating the automobile. The zone Permits "Government, Public Service or Utility Structures, Social Services and Education. Projects within this zone are required to follow Section 17C.122.060 Design Standards and Guidelines for Centers and Corridors.

The allowable floor area ratio (FAR) is 0.2 for non-residential structures, or 16,596 square feet for the 82,980 square foot lot (assessor land area). With added public amenities, which the project designers intend to incorporate, the maximum FAR can reach 0.8, or 66,884 square feet. The allowable building height in the CC2, District Corridor is 55 feet, but there is a required height transition for all development with 150 feet of any single-family or two-family residential zone the maximum building height begins at 30 feet. Additional building height may be added at a ratio of 1 foot vertical for 2 feet horizontal distance from the closest single or two-family residential zone. Setbacks from RTF zoned lots are 10 feet, with zero feet from the street lot line.

f. What is the current comprehensive plan designation of the site?
The site is designated in the Land Use plan for residential 10-20 dwelling units per acre.

With the exception of the block occupied by the school campus, the properties along Monroe Street for a depth of two lots (typically 100 feet) along the entire stretch between Sinto and Nora avenues are designated for General Commercial use.

g. If applicable, what is the current shoreline master program designation of the site?

NA

h. Has any part of the site been classified as a critical area by the city or the county? If so, specify.

No

i. Approximately how many people would reside or work in the completed project?

There are approximately 15 teachers, administrators and support staff at the existing Community School. The current enrollment in eight classrooms with eight teachers is about 160 students in grades 9 to 12.

The staffing at the new school has not yet been determined. If developed, it is likely that the future school would have sixteen or so classrooms; at 25 students per classroom total enrollment could reach 400 students. At that enrollment, the number of potential teachers, administrators, and support staff could reach 25-30 persons.

j. Approximately how many people would the completed project displace?

None

k. Proposed measures to avoid or reduce displacement impacts, if any:

None

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

The current proposal is to change the existing land use and zoning—a process allowed under SMC 17G.020. As such, the compatibility of the proposal with existing land uses and plans will be determined during application processing, in coordination with City staff and local agencies, and is required under SMC 17G.020.030 prior to approval of the proposal.

If the project site is redeveloped in the future, the project design team will coordinate with the city and its design review committee as well as the neighborhood and district patrons to comply with the zoning code and design guidelines. The project will replace an existing school campus within an existing neighborhood. It is likely that the future classroom building will be located along the Monroe frontage so as to maximize the distance from smaller-scale residential uses and to fill the street frontage in conformity with the historic buildings facing Monroe Street.

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

NA

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

None

b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing.

None

c. Proposed measures to reduce or control housing impacts, if any:

None

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

The multipurpose building is the tallest structure on the site, approximately 22 feet in height. Under the current non-project proposal, no change to the existing buildings would occur. Regarding future redevelopment of the site, the building area, height, dimensions or materials have not yet been designed. The height will not exceed the allowable height within the zone per SMC requirements. Materials are typically masonry—brick and CMU, with glass/aluminum storefront windows with flat roofs.

b. What views in the immediate vicinity would be altered or obstructed?

There are no designated view corridors along Monroe Street or within the surrounding neighborhood. The houses across the streets from the existing one-story brick school building (and two-story multi-purpose building) have had these buildings in their views since 1960.

c. Proposed measures to reduce or control aesthetic impacts, if any:

If the site is redeveloped, the future project design team would work with the city's design review committee and the neighborhood through the design process to create a well-designed, functional, and quality building. Redevelopment of the site is not a part of the current proposal.

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

The existing school produces light that is emitted through glass windows and doors, and building mounted external security lighting. Pole-mounted lighting is on the corners of the intersections.

Light and glare produced by a future school would be similar to that produced by the existing school. The building will have both internal (light emitted through glass windows) and external lighting at entries and selected areas. No atypical light or glare is expected.

b. Could light or glare from the finished project be a safety hazard or interfere with views?

The site is not changing under the current non-project proposal. It is also not expected that the future building glazing or the lighting system, either interior or exterior, would create adverse light or glare.

c. What existing off-site sources of light or glare may affect your proposal?

The existing school has co-existed with the commercial uses along Monroe Street and the residential neighbors to the north, west, and south since the 1960s. It is expected that the same would be true of a future school that would replace the existing.

d. Proposed measures to reduce or control light and glare impacts, if any:

No measures are proposed for the current non-project proposal. If redeveloped in the future, new external lighting would be designed to reduce the horizontal dispersion of light to adjacent off-site properties. Site lighting should be minimized during non-use hours to that required for security so as to minimize impacts to across-the-street off-site residential properties. Exterior and interior lighting will be turned off during non-use hours with occupancy sensors and energy management systems.

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

The campus has three basketball hoops and three picnic tables in the area south and east of the classroom building and multi-purpose room. The Community School students typically use the YMCA and YWCA at 930 North Monroe Street, 0.5 miles south (10-minute walk). The Monroe 4 bus route also provides access.

b. Would the proposed project displace any existing recreational uses? If so, describe.

The current non-project proposal would have no impact on the current recreational opportunities offered on site. If redeveloped in the future, the existing facilities would be removed and replaced with new recreational facilities in the future building and campus.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

No measures are proposed for the current non-project proposal. The future school campus and building would include recreational facilities and opportunities for students, and per school district policy, use by the local neighborhood.

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the sited that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.

The first elementary school north of the Spokane River, Bancroft Elementary school has occupied the site since 1886 and was expanded through the early 1900s. The multi-purpose room was constructed in 1953, and in 1960, the existing school buildings replaced the original building and additions. The campus block is surrounded by numerous buildings constructed between 1894 and 1973. Of note is the three-story brick St. Cloud apartment building (1502 N. Monroe – 1910) and the two-story brick King apartment building (1427 N. Monroe - 1907) on the southwest corner of Maxwell and Monroe. Kiddy-cornered on the southeast corner of Maxwell and Monroe is Hoffman Music (1967-R1997), a one-story concrete block building. The single-family houses surrounding the site to the south, west and north were built between 1894 and 1906, with one 1973 duplex.

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

The site is within an established residential district and within the Monroe Street commercial corridor. As stated above, the site first housed a school in the 1880s and was totally redeveloped in the 1950s through the 1960s. The existing school is a good example of mid-century elementary school design and construction. Although a determination of eligibility has not been completed at this time, it is possible that the building will be inventoried and documented on the DAHP WISAARD website.

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archaeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

Spokane County Assessor's website was consulted to determine ages of buildings in project proximity. Observation by author determined condition and significance of buildings.

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

No measures are proposed for the current non-project proposal. The future school would not adversely affect surrounding historic properties. The school itself, if during the site planning process is determined to be demolished, will be inventoried and documented prior to demolition. During the design and site planning process, the context of the site – particularly the scale, bulk and materials of the commercial buildings along the Monroe Street corridor - will be considered.

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

Monroe along the eastern boundary and Maxwell Avenue along the southern boundary are designated as Urban Principal Arterial streets. Madison Street, along the western boundary, and Spofford Avenue, along the northern boundary are local streets. Access to the existing school building and the parking lot is from Madison Street. Drop off access to the front of the school is along Spofford Avenue. It is expected that these two streets would be the primary vehicular and bus access for the future school building and campus if the site is redeveloped.

b. Is site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop.

Spokane Transit route No. 4 Monroe has a stop at the corner of Monroe and Maxwell, across Monroe for northbound, and at the corner of the campus (with bus shelter) for southbound. The bus runs every fifteen minutes between around 0530 AM and 1109 PM.

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

The existing school has 59 parking stalls, including 3 designated for handi-capped drivers. If the site were redeveloped, these spaces will be removed in preparation for the new building site plan but would be replaced in accordance with SMC requirements for the new facility.

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

No

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe.

No

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and non-passenger vehicles). What data or transportation models were used to make these estimates? (Note: to assist in review and if known, indicate vehicle trips during PM peak, AM Peak, and Weekday (24 hours).

The current non-project proposal would not result in any change in trips generated by the existing school. As such a trip generation memo or traffic report has not been prepared for the current proposal.

If the site is redeveloped in the future, a traffic engineer will prepare a trip generation memo and, if necessary, a traffic report. The Institute of Transportation Engineers (ITE) Trip General Manual (10th Edition, 2018) will used to calculate trip generation for the future school. The engineer would provide trip generation for weekday, AM peak hour (morning) and PM peak hour (afternoon). Based on an enrollment of 250 students, and based on a weekday trip rate of 2.03 trips per student, the total number of trips would be approximately 507 trips, with 130 peak morning trips (rate of 0.52) and 82 (rate of 0.33) in the afternoon. The afternoon trips would occur prior to the on-street peak PM hour.

Typically, the generator hours for the school are 8:45 to 9:15 AM and 2:45 to 3:30 PM and reflect the drop off and pickup timeframes in relation to the 9:00 AM start and afternoon 2:30 PM departure bells.

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, general describe.

No

h. Proposed measures to reduce or control transportation impacts, if any:

None

15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

The proposed action is a future Spokane Schools project.

Fire protection is provided by the city of Spokane Fire Department. The nearest station to the site is: Station 3 at the corner of Ash and Indiana, 0.8 miles northwest with a 3 minute drive time. The Spokane Police Department at the Public Safety Building, 1100 W. Mallon Avenue, is 0.6 miles south, a 2-3-minute drive time. No need for additional services is expected.

b. Proposed measures to reduce or control direct impacts on public services, if any:

None

16. Utilities

a. Check utilities currently available at the site:

☒ electricity ☒ natural gas ☒ water ☒ refuse service

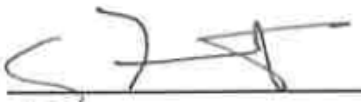
☒ telephone ☒ sanitary sewer ☐ septic system

Other: *Answer*

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed: *City of Spokane and Avista utilities are presently connected to the existing school building and would be connected to the future school building and campus. The existing building connects with a 6-inch water main in Spofford Avenue, and 4-inch gas main along the south side of Spofford. Underground power and telephone enter the building from Madison Street. Likewise, and 8-inch sewer main to which the building is connected is along Madison Street. A 6-inch water main is along Maxwell Avenue and supplies the fire hydrant on the southwest corner of the site (Maxwell and Madison). Gas mains are also along Maxwell Avenue and along Monroe Street.*

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the *agency* must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: *April 20, 2021* Signature: 

Please Print or Type:

PROJECT PROPONENT:

Name: *Spokane School District 81, Greg Forsyth, Director of Capital Projects*

Address: *2815 East Garland, Avenue, Spokane, WA 99207*

Phone: *509-354-5771* Email: GregoryF@spokaneschools.org

CHECKLIST PERPARER (If different from proponent):

Name: *Jim Kolva* Address: *115 South Adams Street, Suite 1*

Phone: *(509) 458-5517* *Spokane, WA 99201*

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: *Kevin Freibott*

Based on this staff review of the environmental checklist and other pertinent information, staff concludes that:

☑ A. There are no probable significant adverse impacts and recommends a Determination of Nonsignificance.

☐ B. Probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.

☐ C. There are probable significant adverse environmental impacts and recommends a Determination of Significance.

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(Do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?
   The existing Community School currently generates nominal emissions to air, toxic materials pollution, or noise generation. The future school that would replace the existing 1960s-era school would be built with current energy and materials standards with technology that should reduce system impacts.

   Proposed measures to avoid or reduce such increases are:
   Adherence to building codes and environmental regulations at time of building planning, construction and operations. The project team will work to incorporate state of the art construction and mechanical systems into the future building design and specifications.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?
   No impact is expected.

   Proposed measures to protect or conserve plants, animals, fish, or marine life are:
   Plant landscaping materials indigenous to the Spokane area.

2. How would the proposal be likely to deplete energy or natural resources?
   The current building (1960 standards) consumes electrical power and natural gas for lighting, air conditioning and heating. The future building will be designed in accordance with the energy standards at the time of approval. Thus, it is expected that the future building would be more resource efficient and reduce potential resource consumption.

   Proposed measures to protect or conserve energy and natural resources are:
   The future building will be designed in accordance with the energy standards at the time of approval.

3. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic

rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands?

There are no environmentally sensitive areas within the site vicinity. Several buildings across the streets bounding the school campus are potentially historic, but the school buildings and campus are not within the same construction era or historic period of these buildings thus do not contribute to a potential historic district. Likewise, the new future building would not contribute to such a district. Further, building placement on its block could separate it from the current proximity to the single-family houses and place it along the Monroe Street commercial corridor, thereby complementing the neighboring historic buildings.

Proposed measures to protect such resources or to avoid or reduce impacts are:

The proposed future school building and campus would not directly impact potential historic resources. The project designers will site the future building and use materials and design modes that would complement the existing neighbors. It is likely that the building would be oriented along Monroe Street and thus be nearest the two and three story brick apartment buildings across Monroe and Maxwell.

4. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

   The future project is intended to replace the existing school with a more modern and efficient educational facility. The building and campus would be sited to minimize impacts to the adjacent single-family neighborhood and complement the historic Monroe corridor street scape.

   Proposed measures to avoid or reduce shoreline and land use impacts are:

   The future school building would replace an existing school building built during the 1950s-1960s, which in turn replaced a complex of school buildings that had first occupied the site in 1886. Thus, the use will be a continuation of a century plus educational use of the site. Further, the design of the building and its campus will be coordinated with the city design review staff and committee as well as the West Central community council.

5. How would the proposal be likely to increase demands on transportation or public services and utilities?

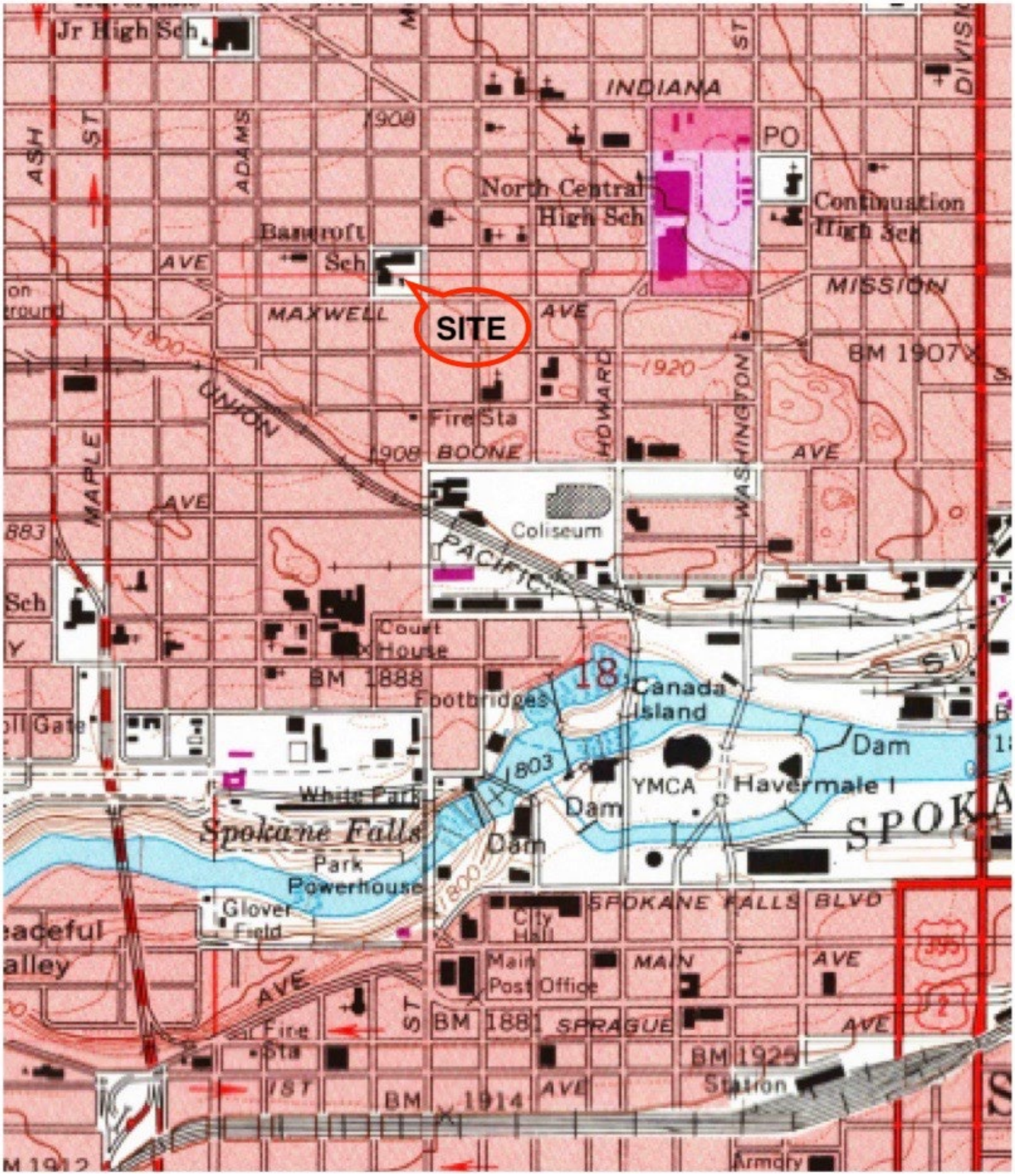
   It is likely that the future project would reduce demands on public services and utilities because 1960s era mechanical, lighting, and heating/cooling systems would be replaced by more energy-efficient systems. Because student enrollment is expected to increase in the future school, demand for transportation would increase. The Monroe Street corridor is well-served by Spokane Transit and the School District will work with staff and students to facilitate transit use.

Proposed measures to reduce or respond to such demand(s) are:

The project design with comply with the applicable Washington State Energy Code guidelines, and the design team will evaluate systems that would maximize performance.

6. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.

   None are apparent.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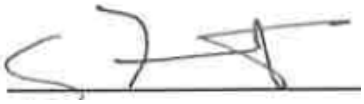
City
Hall
Main
Post Office
MAIN
BM 1881
SPRAGUE
BM 1925
Station
BM 1914
Armory
1803
1800

1099
W Spofford Ave
1599
N Monroe St
1599
COMMUNITY SCHOOL
N Madison St
1523
1000
W Maxwell Ave
1499
1499

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the *agency* must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: *April 20, 2021* Signature: 

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☐ C. There are probable significant adverse environmental impacts and recommends a Determination of Significance.

NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(S): Z20-209COMP

PROPONENT: Integrus Architecture (Agent: Kandis Larsen)

DESCRIPTION OF PROPOSAL: Amendment of the Land Use Plan Map designation for one parcel totaling 1.9 acres from "**Residential 10-20**" to "**Centers and Corridors Core**" and a concurrent change of zoning from "**Residential Two-Family (RTF)**" to "**Centers and Corridors Type 2, District Center (CC2-DC)**." No specific development proposal is being approved at this time.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: The proposal concerns parcel 35076.3915, located at 1025 W Spofford Avenue, block bounded by N Monroe St, W Spofford Ave, N Madison St, and W Maxwell Ave; in the West Central neighborhood.

LEGAL DESCRIPTION: Legal descriptions of the subject property is available by contacting the City of Spokane. Located in SW ¼ S7 and NW ¼ S 18, T25N, R43E.

LEAD AGENCY: City of Spokane

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

[ ] There is no comment period for this DNS.

[ ] This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.

[X] This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). Comments regarding this DNS must be submitted no later than 5 p.m. on October 12, 2021 if they are intended to alter the DNS.

****

Responsible Official: Louis Meuler

Position/Title: Interim Director, Planning Services **Phone:** (509) 625-6300

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201

Date Issued: September 28, 2021 **Signature:** Louis Meuler (Sep 16, 2021 14:21 PDT)

****

APPEAL OF THIS DETERMINATION, after it has become final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane WA 99201. The appeal deadline is Noon on October 19, 2021 (21 days from the date of the signing of this DNS). This appeal must be on forms provided by the Responsible Official, make specific factual objections, and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

****

2020/2021 Comprehensive Plan Amendments

PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON COMPREHENSIVE PLAN AMENDMENT

FILE Z20-209COMP

A Recommendation of the Spokane Plan Commission to the City Council to APPROVE the Comprehensive Plan Amendment application seeking to amend the land use plan map designation from "Residential 10-20" to "Centers and Corridors Core" for a 1.9-acre area located at 1025 W Spofford Avenue. The implementing zoning designation recommended is "Centers and Corridors Type 1, District Center (CC1-DC)".

FINDINGS OF FACT:

A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA).

B. Under GMA, comprehensive plans generally may be amended no more frequently than once a year, and all amendment proposals must be considered concurrently in order to evaluate for their cumulative effect.

C. Amendment application Z20-209COMP (the "Application") was submitted in a timely manner for review during the City's 2020/2021 amendment cycle.

D. The Application seeks to amend the land use plan map designation for a 1.9-acre area located at 1025 W Spofford Ave (the "Property") from "Residential 10-20 (R 10-20)" to "Centers and Corridors Core (CC Core)" with a corresponding change in zoning from "Residential Two Family (RTF)" to "Centers and Corridors Type 1, District Center (CC1-DC)".

E. The subject property comprises an entire block and is owned by School District 81, also known as Spokane Public Schools.

F. Annual amendment applications were subject to a threshold review process to determine whether the applications will be included in the City's Annual Comprehensive Plan Amendment Work Program.

G. On February 17, 2021, an Ad Hoc City Council Committee reviewed the applications that had been timely submitted and forwarded its recommendation to City Council regarding the applications.

H. On April 26, 2021, the City Council adopted Resolution RES 2021-0023 establishing the 2021 Comprehensive Plan Amendment Work Program and included the Application in the Work Program.

I. Thereafter, on May 19, 2021, staff requested comments from agencies, departments, and neighborhood councils. No agency/department/council comments were received.

J. On May 20, 2021, the Land Use Subcommittee of the Community Assembly received a presentation regarding the 2020 Comprehensive Plan Amendment Work Program, including the Application.

K. A Notice of Application was published on June 21, 2021 in the Spokesman Review and was mailed to all properties and owners within a 400-foot radius of the subject Properties and any adjacent properties with the same ownership. Signs were also placed on the subject Properties in plain view of the public. The Notice of Application initiated a 60-day public comment period from June 21 to August 20, 2021, during which no comments were received.

L. On July 14, 2021, the Spokane City Plan Commission held a workshop to study the Application.

M. On August 5, 2021, the Community Assembly received a presentation regarding the 2021 Comprehensive Plan Amendment Work Program and the Application and was provided with information regarding the dates of Plan Commission workshops and hearings.

N. On September 20, 2021, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to the Comprehensive Plan.

O. On September 28, 2021, staff published a report addressing SEPA and providing staff's analysis of the merits of the Application, copies of which were circulated as prescribed by SMC 17G.020.060B.8. Staff's analysis of the Application recommended approval of the Application.

P. On September 29 and October 6, 2021, notice was published in the Spokesman Review providing notice of a SEPA Determination of Non-Significance and notice of the Plan Commission Public Hearing.

Q. On September 29, 2021, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were issued for the Application. The deadline to appeal the SEPA determination was September 14, 2020. No comments on the SEPA determination were received.

    1. Notice of the SEPA Determination for the Application was published in the Official Gazette on September 29 and October 6, 2021.

R. On September 29, 2021, Notice of Public Hearing and Notice of SEPA Determination was posted on the Property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four-hundred-foot radius of any portion of the boundary of the subject Properties.

S. On October 13, 2021, the Plan Commission held a public hearing on the Application, including the taking of verbal testimony, closed the verbal record, closed the written record as of Monday, October 25, and postponing deliberations until the following hearing date.

    1. No public testimony was provided at the hearing, save for a presentation by the applicant.

T. On October 27, 2021, the Plan Commission conducted its deliberations on this application and voted to recommend the City Council approve this application.

U. As a result of the City's efforts, pursuant to the requirements of SMC 17G.020.070, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to do so.

V. Except as otherwise indicated herein, the Plan Commission adopts the findings and analysis set forth in the Staff Report prepared for the Application (the "Staff Report").

W. The Plan Commission finds that the proposal meets the intent and requirements of the Comprehensive Plan, most specifically the policies under Goal LU 3, Centers and Corridors, concerning the establishment of Center-Type land uses in the City.

X. The Plan Commission finds that the proposal meets the decision criteria established by SMC 17G.020.030, as described in the Staff Report.

CONCLUSIONS:

Based upon the application materials, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), SEPA review, agency and public comments received, and public testimony presented regarding application File No. Z20-209COMP, the Plan Commission makes the following conclusions with respect to the review criteria outlined in SMC 17G.020.030:

1. The Application was submitted in a timely manner and added to the 2021 Annual Comprehensive Plan Amendment Work Program, and the final review application was submitted as provided in SMC 17G.020.050(D).

2. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.

3. The Application is consistent with the goals and purposes of GMA.

4. Any potential infrastructure implications associated with the Application will either be mitigated through projects reflected in the City's relevant six-year capital improvement plans or through enforcement of the City's development regulations at time of development.

5. As outlined in above in the Findings of Fact, the Application is internally consistent as it pertains to the Comprehensive Plan, as described in SMC 17G.020.030.E.

6. The Application is consistent with the Countywide Planning Policies for Spokane County, the comprehensive plans of neighboring jurisdictions, applicable capital facilities plans, the regional transportation plan, and official population growth forecasts.

7. The Application has been considered simultaneously with the other proposals included in the 2021 Annual Comprehensive Plan Amendment Work Program in order to evaluate the cumulative effect of all the proposals.

8. SEPA review was completed for the Application.

9. The Application will not adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

10. The Application proposes a land use designation that is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.).
11. The proposed map amendment and site is suitable for the proposed designation.
12. The map amendment would implement applicable comprehensive plan policies better than the current map designation.

RECOMMENDATIONS:

In the matter of Z20-209COMP, a request by Kandis Larsen of Integrus Architecture on behalf of School District 81 (Spokane Public Schools) to change the land use plan designation on 1.9 acres of land from "Residential 10-20" to "Centers and Corridors Core" with a corresponding change of the implementing zoning to "Centers and Corridors Type 1, District Center (CC1-DC)", based upon the above listed findings and conclusions, by a vote of **8 to 0**, the Spokane Plan Commission recommends City Council **APPROVE** the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan with corresponding amendment to the City's Zoning Map, and authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Commission's findings, conclusions, and recommendation on the application.

Todd Beyreuther, President
Spokane Plan Commission
November 08, 2021

Findings and Conclusions - Z20-209COMP Document 4 of 6.

Final Audit Report 2021-11-08

Created:	2021-11-05
By:	Jackie Churchill (jchurchill@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAArnHyvGHS4LXcctouhvJRShG93RX_D17w

"Findings and Conclusions - Z20-209COMP Document 4 of 6." History

Document created by Jackie Churchill (jchurchill@spokanecity.org)
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Document e-signed by Todd Beyreuther (tbeyreuther@spokanecity.org)
Signature Date: 2021-11-08 - 8:15:35 PM GMT - Time Source: server- IP address: 73.11.187.178

Agreement completed.
2021-11-08 - 8:15:35 PM GMT

Adobe Sign

Agenda Sheet for City Council Meeting of: 11/22/2021		Date Rec'd	11/8/2021
		Clerk's File #	ORD C36144
		Renews #	
Submitting Dept	PLANNING & ECONOMIC DEVELOPMENT	Cross Ref #	
Contact Name/Phone	KEVIN FREIBOTT 625-6184	Project #	Z21-022COMP
Contact E-Mail	KFREIBOTT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650 – COMPREHENSIVE PLAN AMENDMENT – BIKE NETWORK		

Agenda Wording

An Ordinance relating to application Z21-022COMP, by the City of Spokane, amending Map TR5, Bike Network Map, in Chapter 4 of the Comprehensive Plan regarding various public rights-of-way citywide.

Summary (Background)

The proposal seeks to update future facility designations for segments of the planned bike network. This Application is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on October 27 to consider this amendment and has recommended approval of the amendment.

Lease? YES Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	BLACK, TIRRELL	Study Session\Other	Study Session - 10/28
Division Director	MACDONALD, STEVEN	Council Sponsor	Lori Kinnear
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	kfreibott@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	tblack@spokanecity.org	
Additional Approvals		kmoweryfrashefski@spokanecity.org	
Purchasing		jrichman@spokanecity.org	
		cquinnhurst@spokanecity.org	
		sbishop@spokanecity.org	

Ordinance No. C36144

AN ORDINANCE RELATING TO PROPOSAL FILE Z21-022COMP AND AMENDING COMPREHENSIVE PLAN MAP TR-5, PROPOSED BIKE NETWORK MAP, IN VARIOUS LOCATIONS CITYWIDE.

WHEREAS, pursuant to Resolution 2021-0023, the City Council included land use amendment application Z21-022COMP (the "Proposal") in the City's 2021 Annual Comprehensive Plan Work Program; and

WHEREAS, the Proposal seeks to amend Comprehensive Plan Map TR-5, Proposed Bike Network, in 11 various public rights-of-way citywide; and

WHEREAS, following extensive public notice and participation, on October 13, 2021, the Spokane Plan Commission held a public hearing on the Proposal; and

WHEREAS, at the close of the hearing, after considering the public testimony, public comments, and the staff report, the Spokane Plan Commission concluded that the Proposal is consistent with and implements the Comprehensive Plan, and that it is consistent with the review criteria for Comprehensive Plan Amendments set forth in Spokane Municipal Code 17G.020.030; and

WHEREAS, the Spokane Plan Commission voted 8 to 0 to recommend approval of the Proposal; and

WHEREAS**,** by virtue of the public process outlined in the Plan Commission Findings of Fact, Conclusions, and Recommendation (Exhibit F), the public has had extensive opportunities to participate throughout the 2021 Annual Comprehensive Plan Work Program and all persons desiring to comment on the Proposal were given a full and complete opportunity to be heard; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of the Proposal. Proposal Z21-022COMP is approved.

2. Amendment of the Proposed Bike Network Map. The Spokane Comprehensive Plan Map TR-5, Proposed Bike Network Map, is amended as shown in Exhibit A.

PASSED BY THE CITY COUNCIL ON _____, 2021.

_____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

EXHIBIT A

Z21-022COMP: Bike Map Modification 1 (Map TR-5)

W High Drive (W 29th Ave to S Bernard St) in the Comstock Neighborhood

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 2/26/2021

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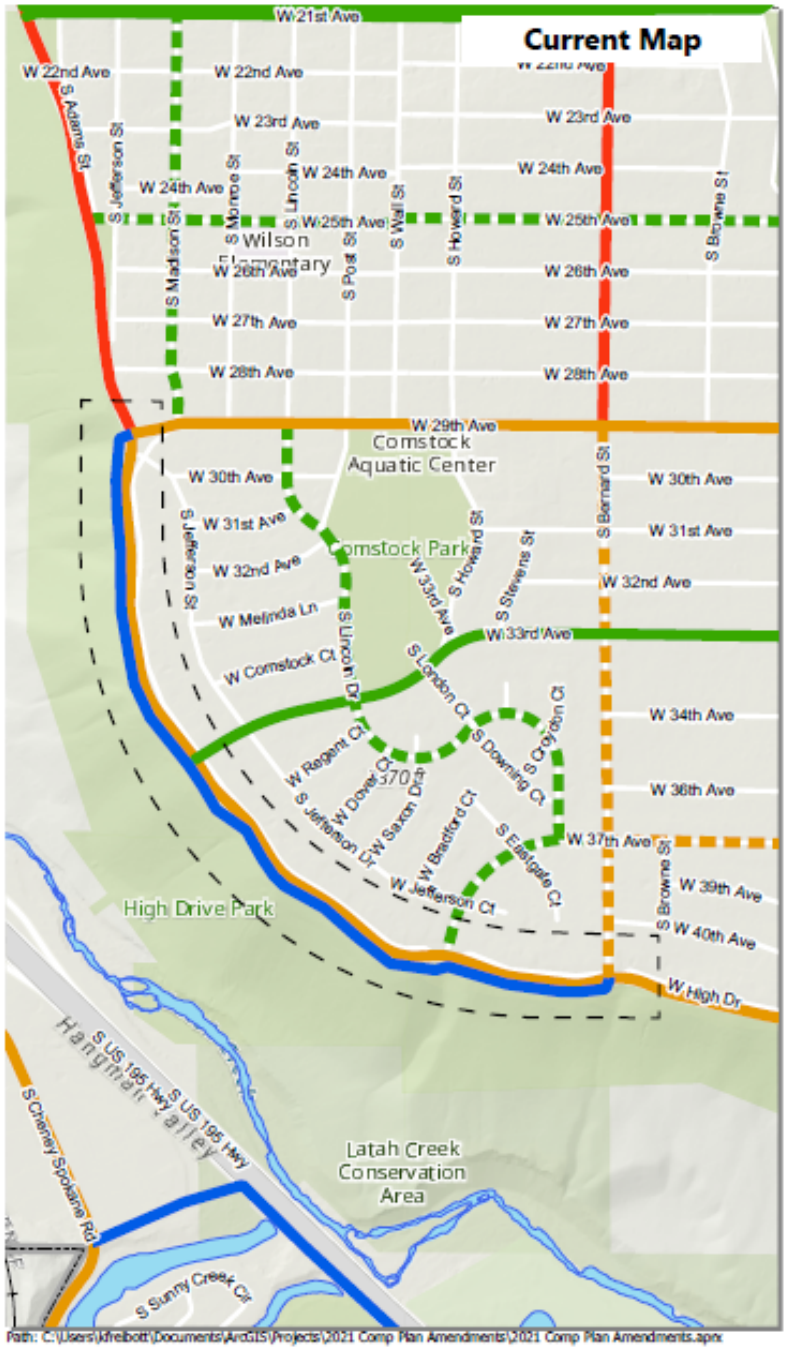
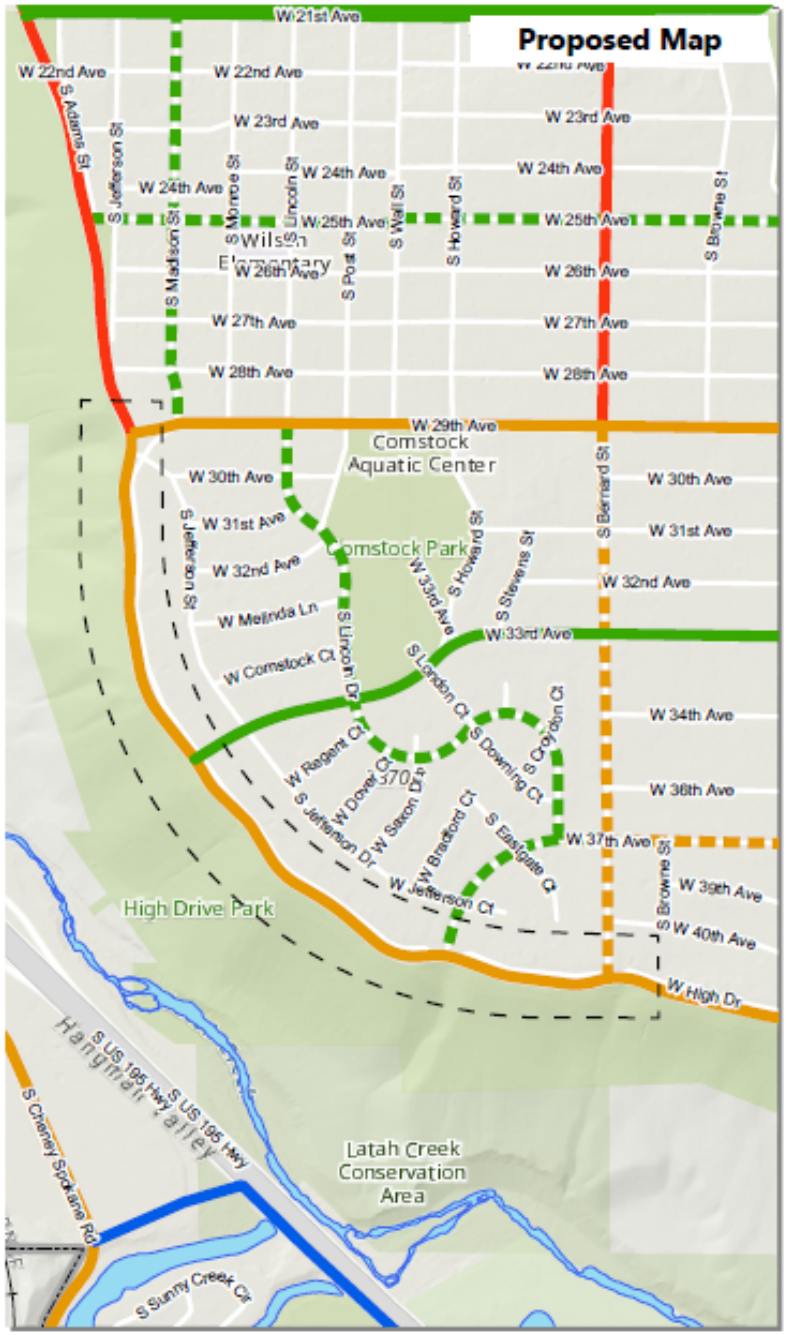




Area of Proposed Change

City Limits

Future Bikeway Network

- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

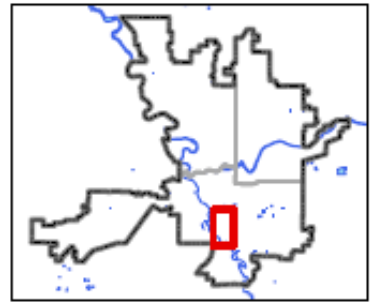
Length of Change: 1.1 Miles

N
W E
S

Drawing Scale: 1:15,000

0 250 500 1,000
Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

Z21-022COMP: Bike Map Modification 2 (Map TR-5)

S Havana St (E 19th Ave to E 37th Ave) in the Lincoln Heights Neighborhood

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 3/1/2021

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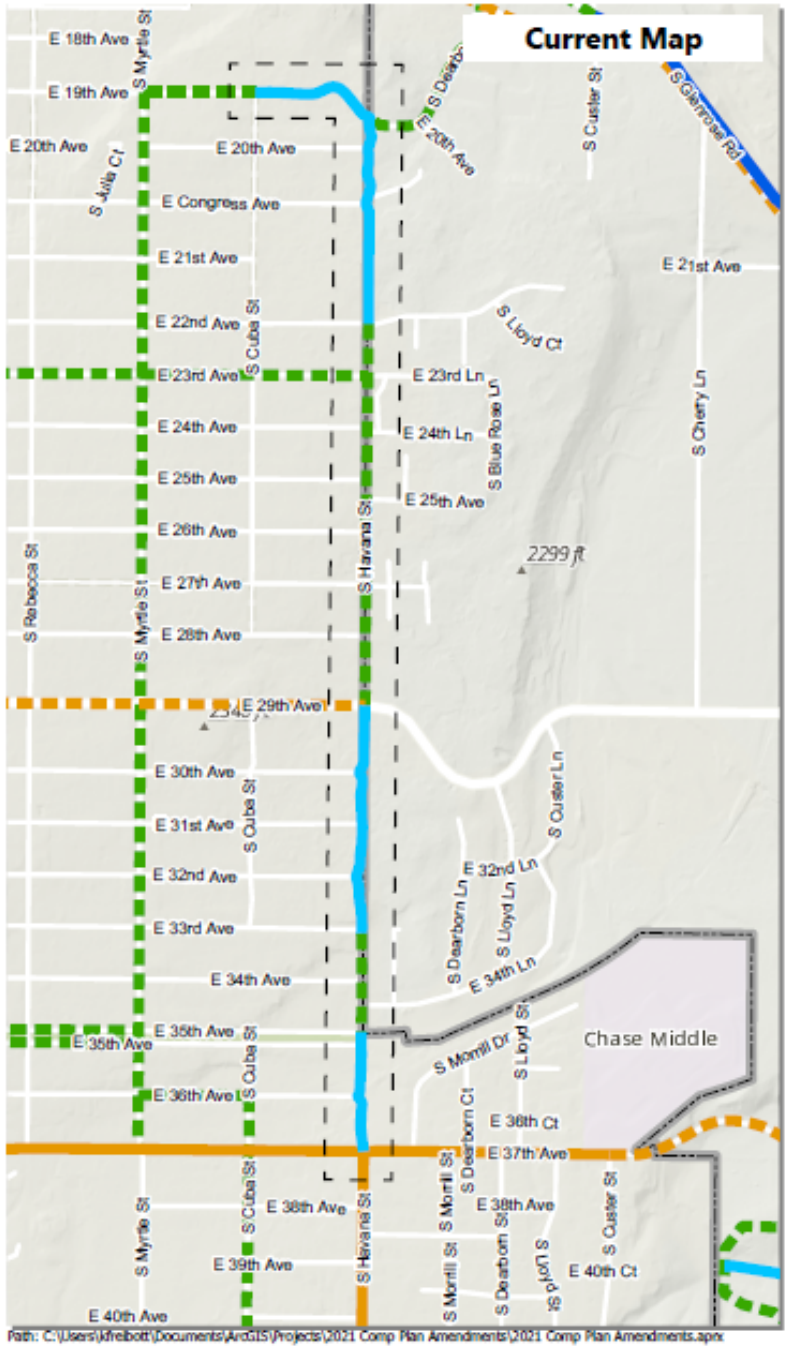
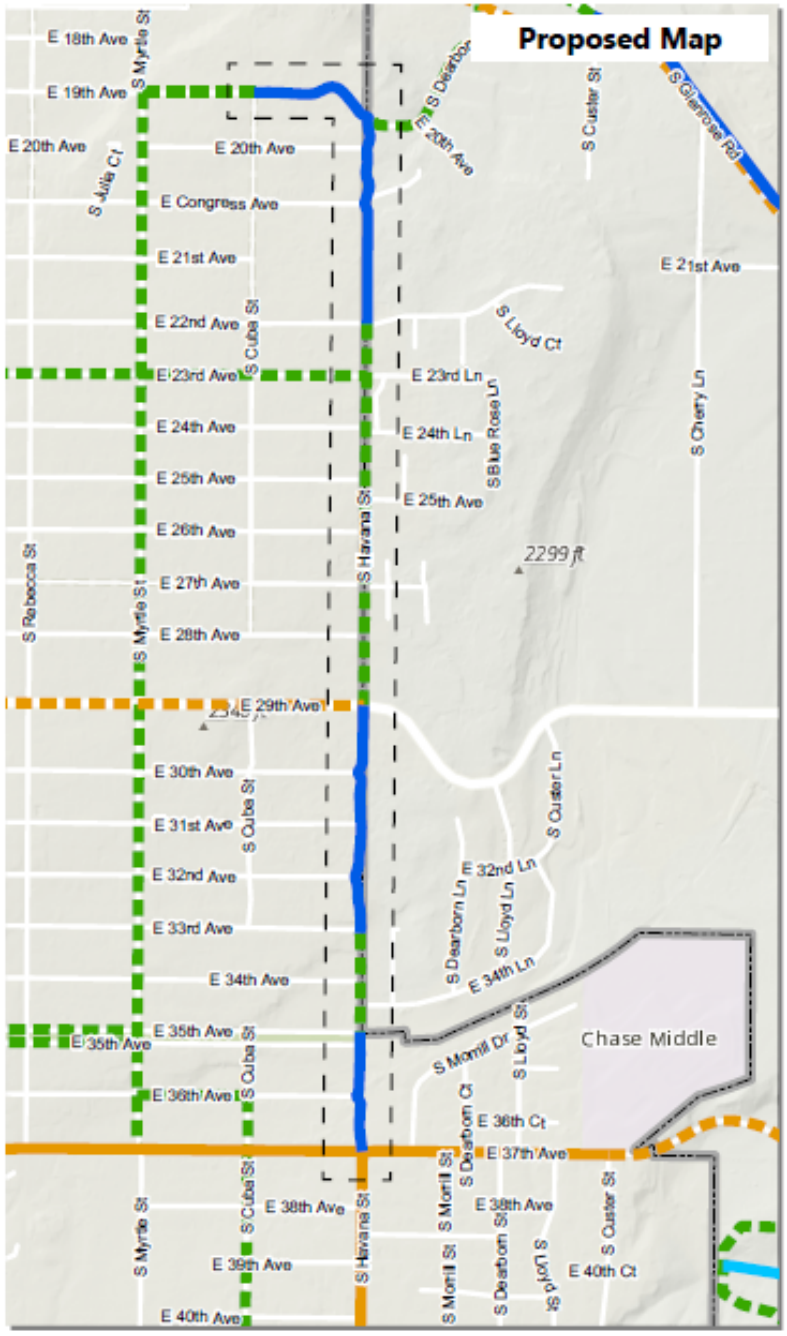




Area of Proposed Change

City Limits

Future Bikeway Network

- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

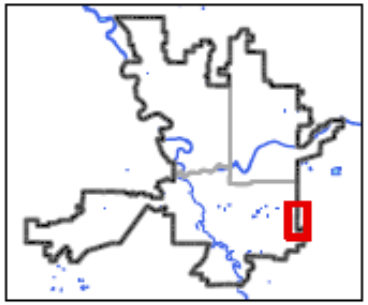
Length of Change: 0.6 Miles

Drawing Scale: 1:14,000

0 250 500 1,000

Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

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Z21-022COMP: Bike Map Modification 3 (Map TR-5)

E 37 Ave (S Perry St to S Regal St) in the Lincoln Heights and Southgate Neighborhoods

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 2/26/2021

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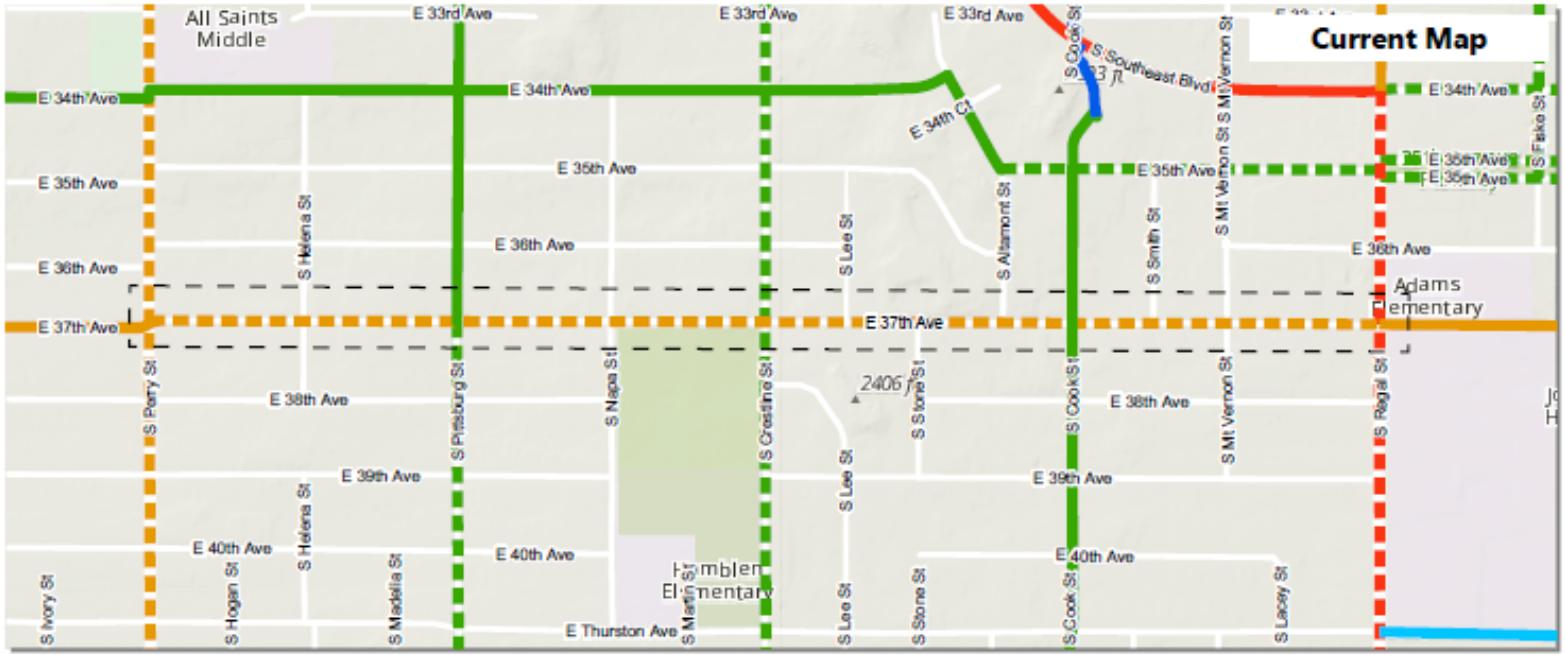

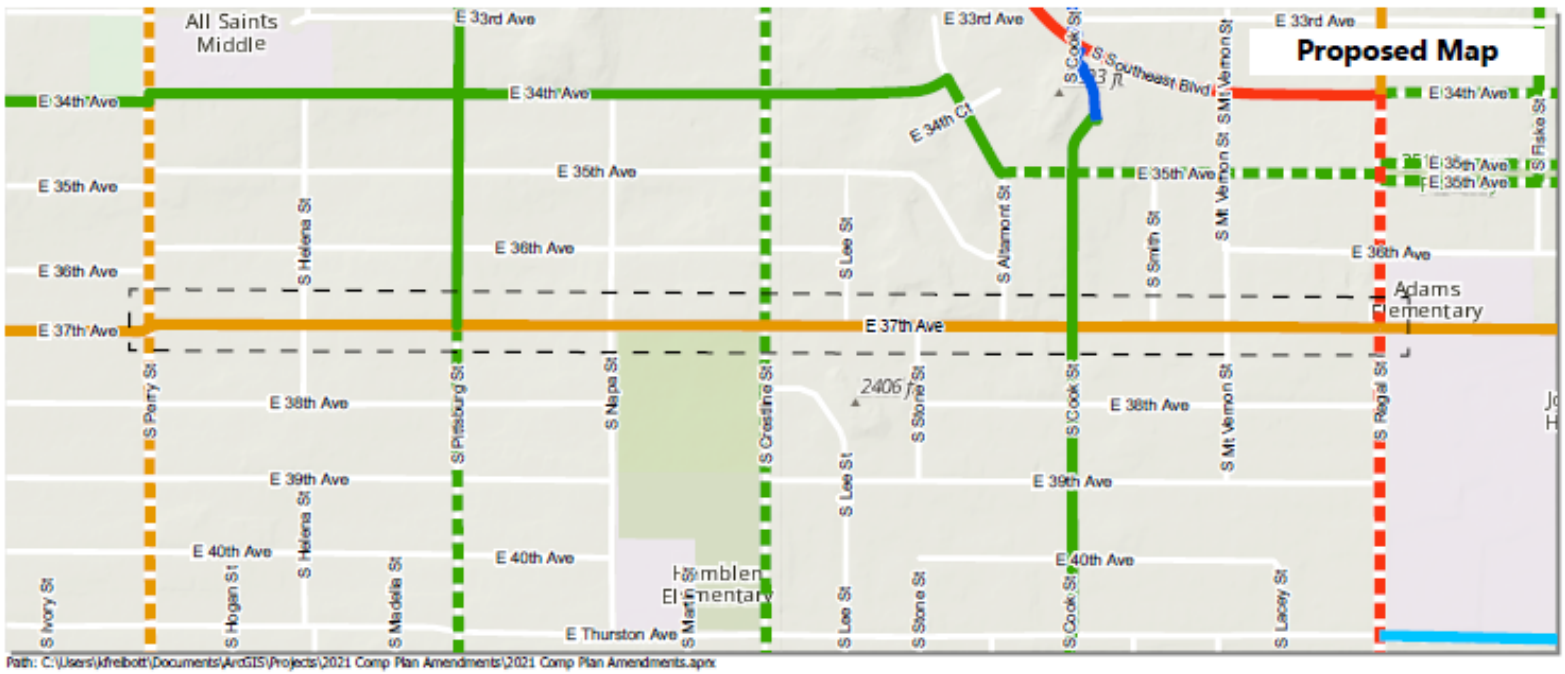

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- Area of Proposed Change
- City Limits

Future Bikeway Network

- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

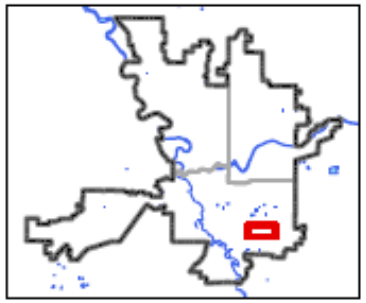
Length of Change: 1.0 Miles

N W E S

Drawing Scale: 1:10,000

0 250 500 1,000
Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

Z21-022COMP: Bike Map Modification 4 (Map TR-5)

S Cedar St (W Riverside Ave to W 3rd Ave) in the Riverside Neighborhood

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 2/26/2021

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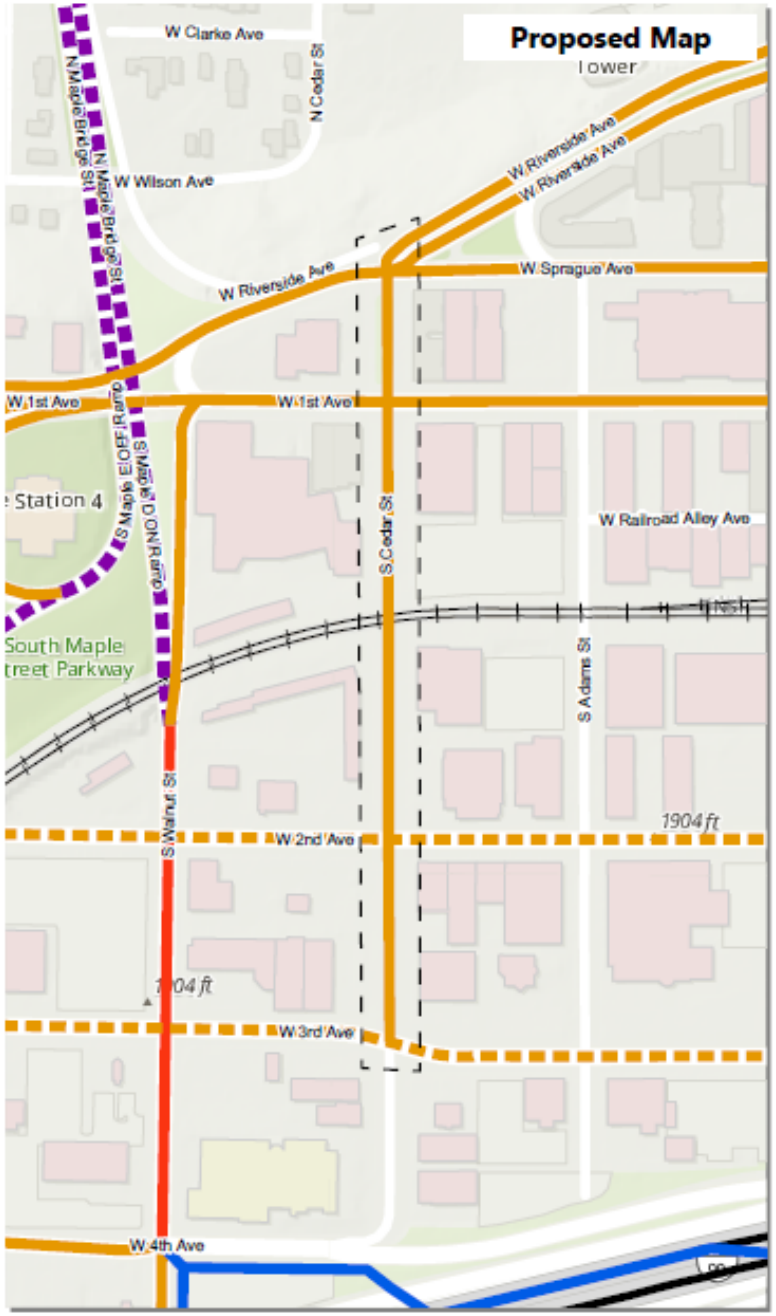


Area of Proposed Change

City Limits

Future Bikeway Network

- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

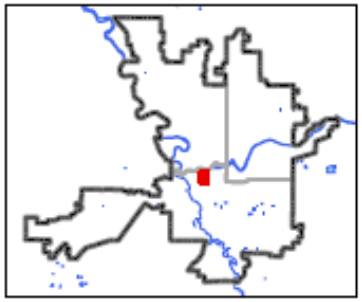
Length of Change: 0.2 Miles

N W E S

Drawing Scale: 1:4,000

0 75 150 300
Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

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Z21-022COMP: Bike Map Modification 5 (Map TR-5)

Pacific Ave (S Washington St to S Sherman St) in the Riverside and East Central Neighborhoods

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 3/1/2021

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Area of Proposed Change

City Limits

Future Bikeway Network

- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

Length of Change: 0.7 Miles

Drawing Scale: 1:7,500

0 125 250 500
Feet

PROJECT LOCATION

Neighborhood and Planning Services
Drawn By: Kevin Freibott

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Z21-022COMP: Bike Map Modification 6 (Map TR-5)

Weile-Rhoades Ave (N Wall St to N Standard St) in the Shiloh Hills Neighborhood

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 2/26/2021

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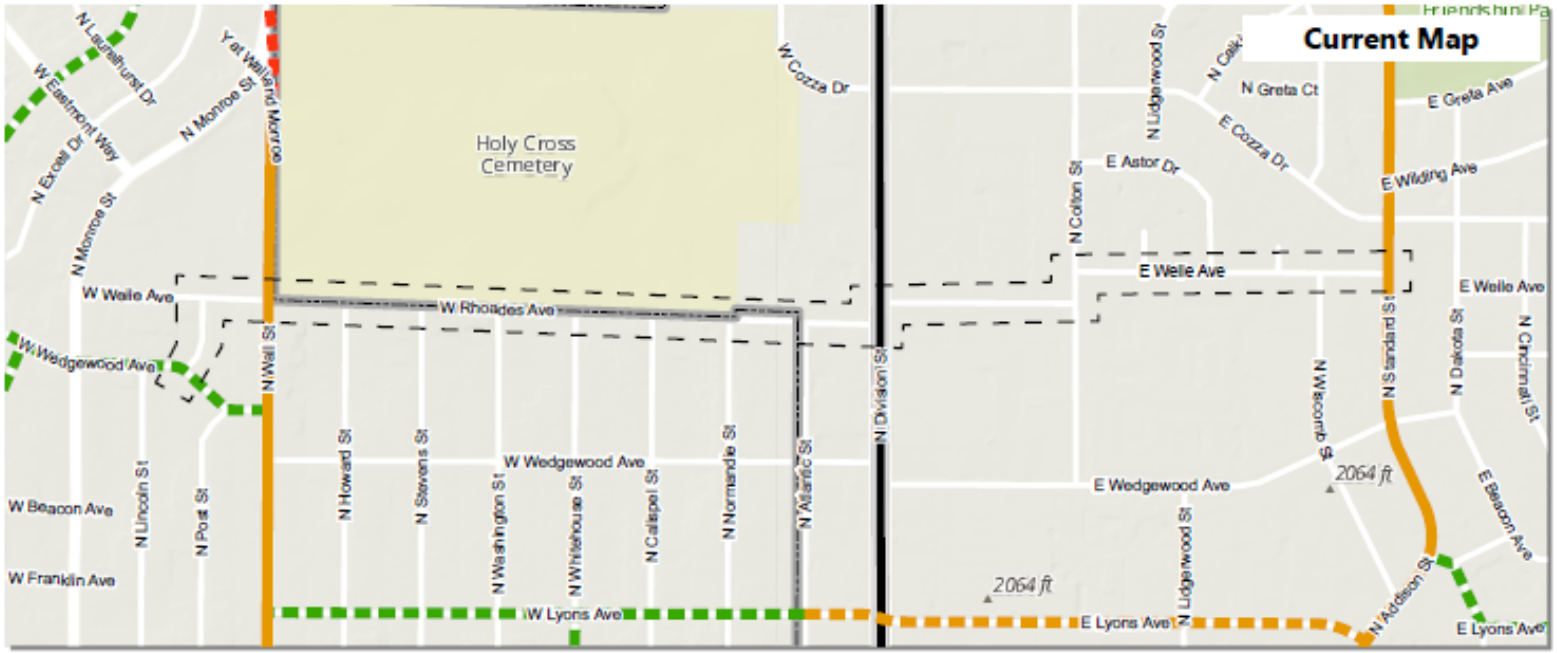

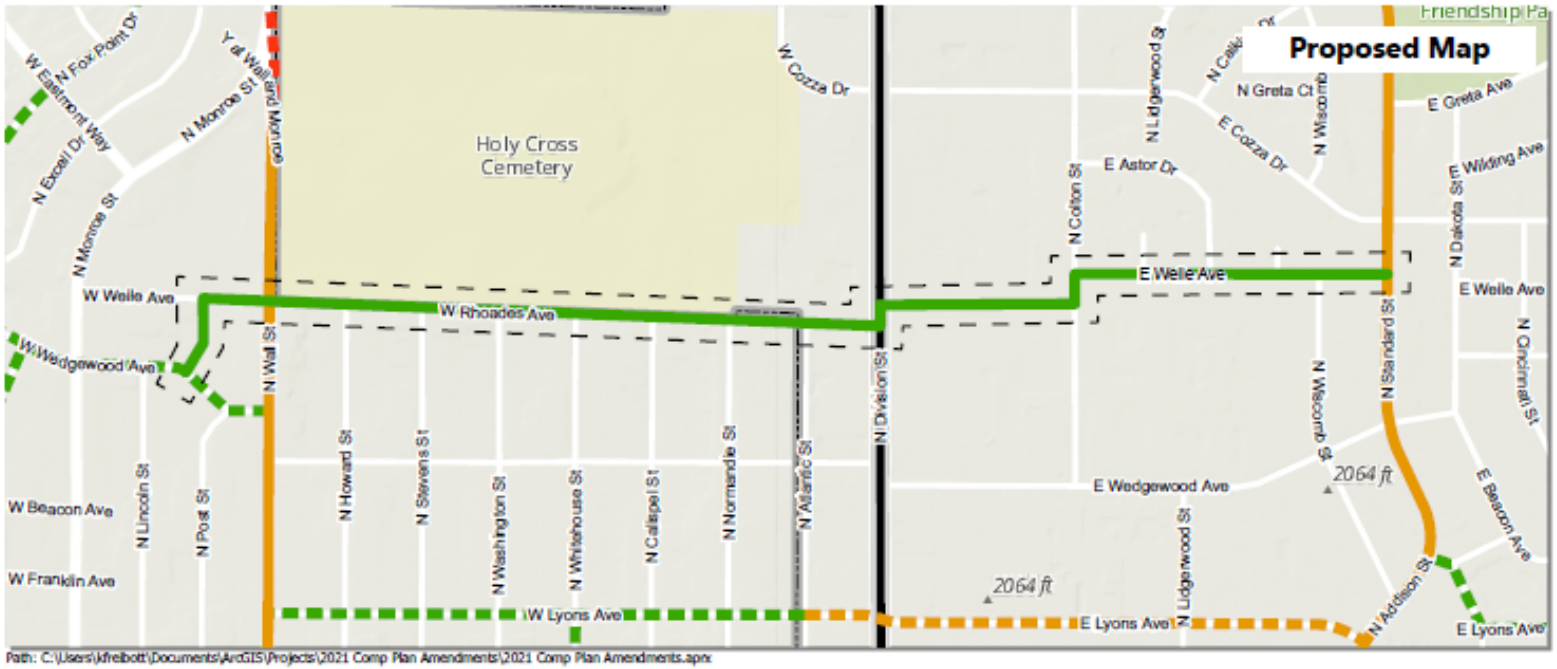

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- Area of Proposed Change
- City Limits

Future Bikeway Network

- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

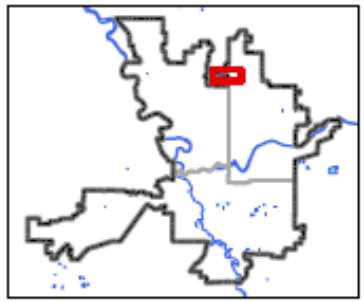
Length of Change: 1.1 Miles

N
W E
S

Drawing Scale: 1:10,000

0 125 250 500
Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

Z21-022COMP: Bike Map Modification 7a (Map TR-5)

Longfellow Ave & E Rich Ave (W Northwest Blvd to N Market St) in Multiple Neighborhoods
Showing West of Wall Street--See 7b for Remaining Project
2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 6/9/2021

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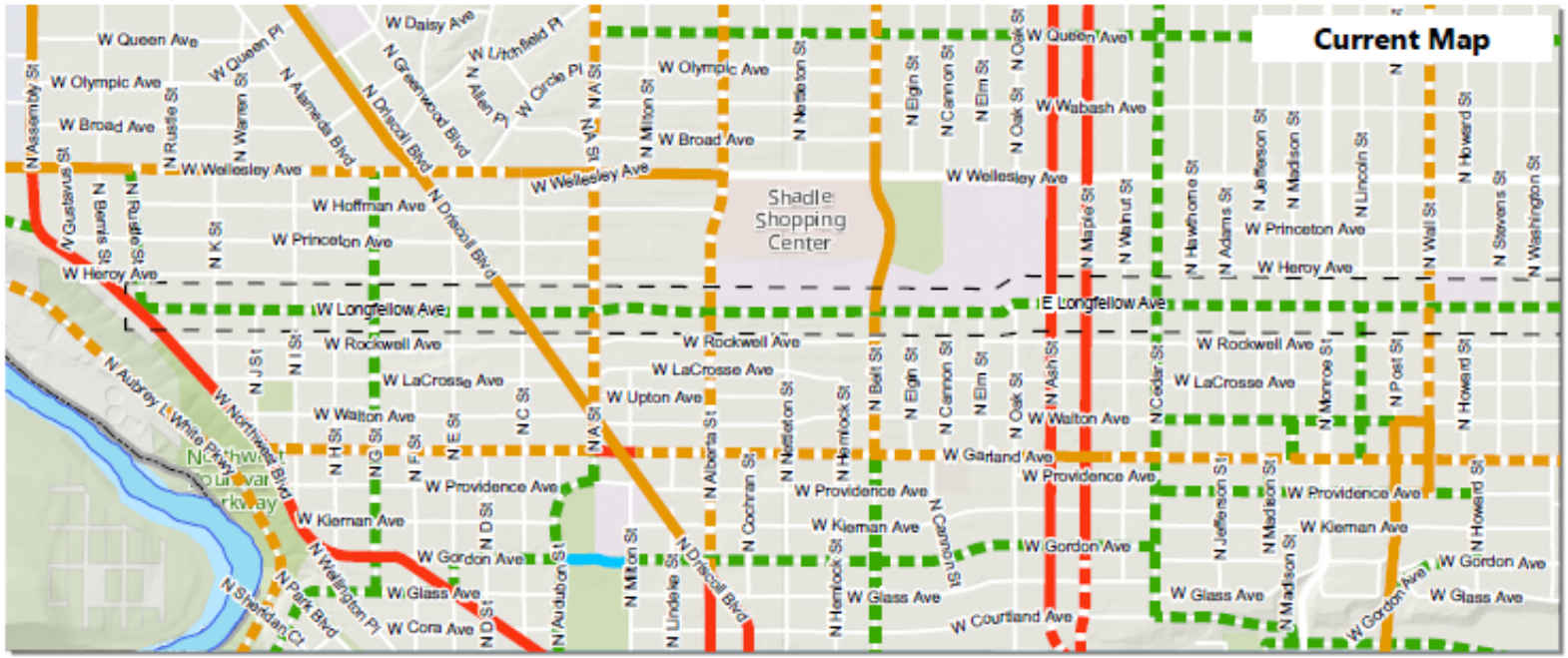

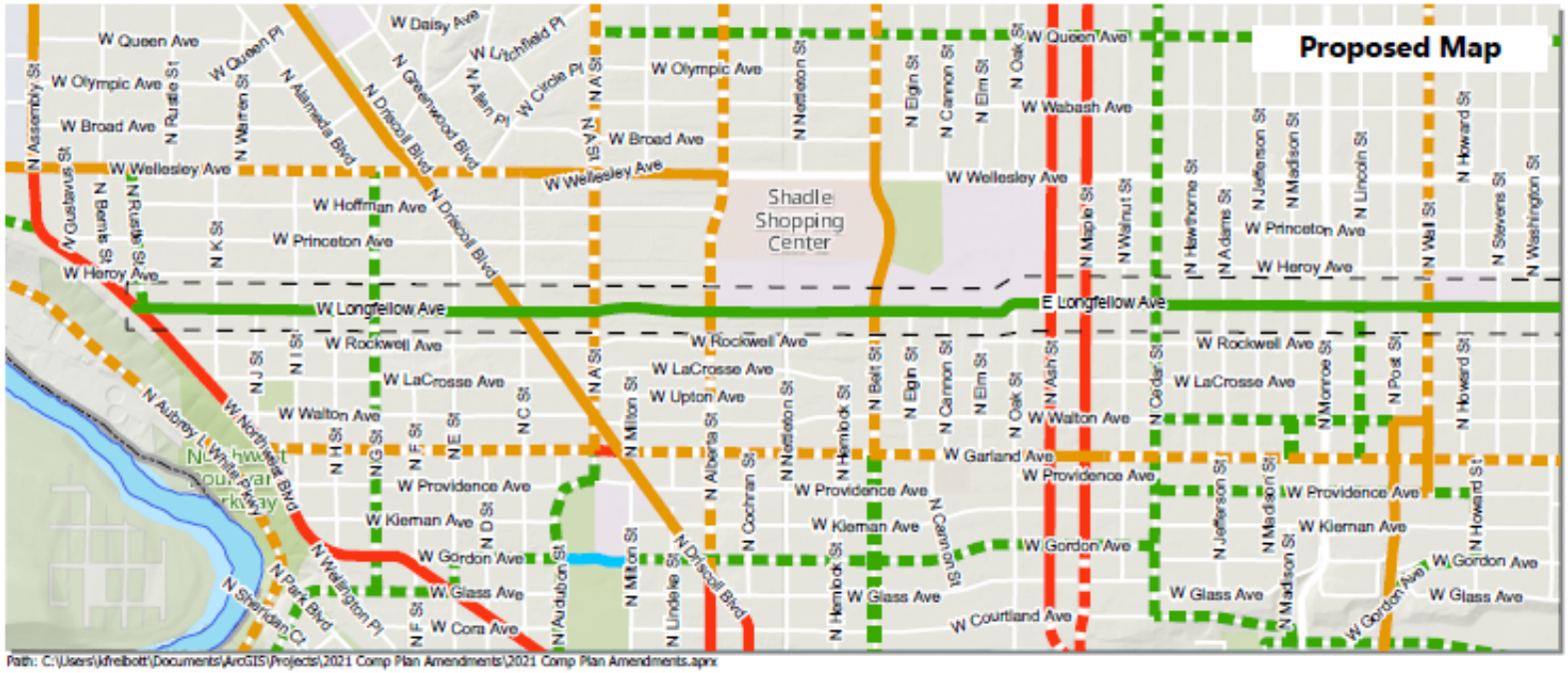

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- Area of Proposed Change
- City Limits

Future Bikeway Network

- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

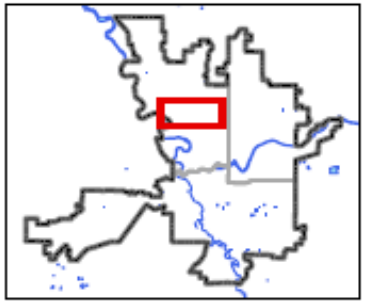
Length of Change: 5.0 Miles

N
W E
S

Drawing Scale: 1:22,000

0 0.13 0.25 0.5
Miles

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

Z21-022COMP: Bike Map Modification 7b (Map TR-5)

Longfellow Ave & E Rich Ave (W Northwest Blvd to N Market St) in Multiple Neighborhoods
Showing East of Wall Street--See 7a for Remaining Project
2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 6/9/2021

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Area of Proposed Change
City Limits

Future Bikeway Network

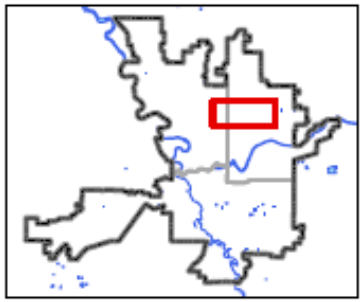
- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

Length of Change: 5.0 Miles

Drawing Scale: 1:22,000

0 0.13 0.25 0.5
Miles

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

Z21-022COMP: Bike Map Modification 8 (Map TR-5)

W Nine Mile Rd (W Francis Ave to W Rifle Club Rd) in the Northwest Neighborhood

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 2/26/2021

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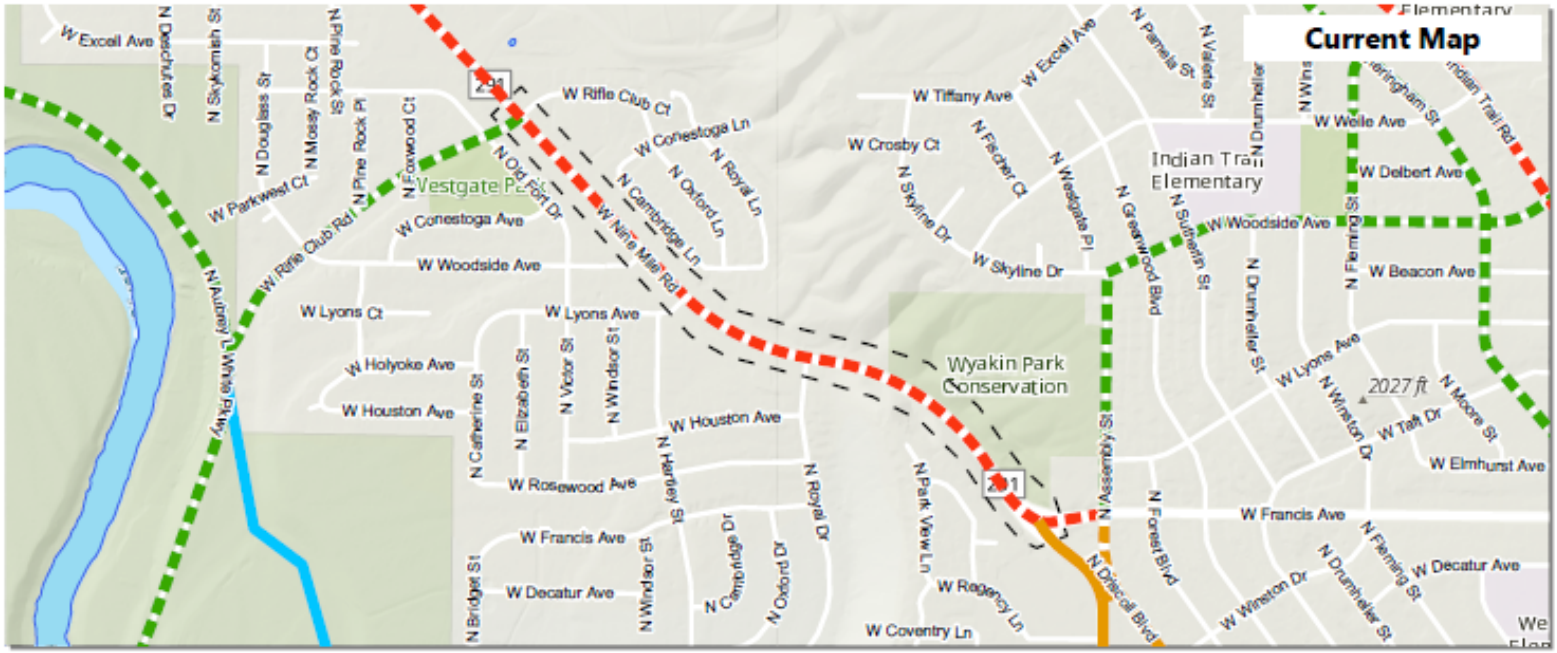
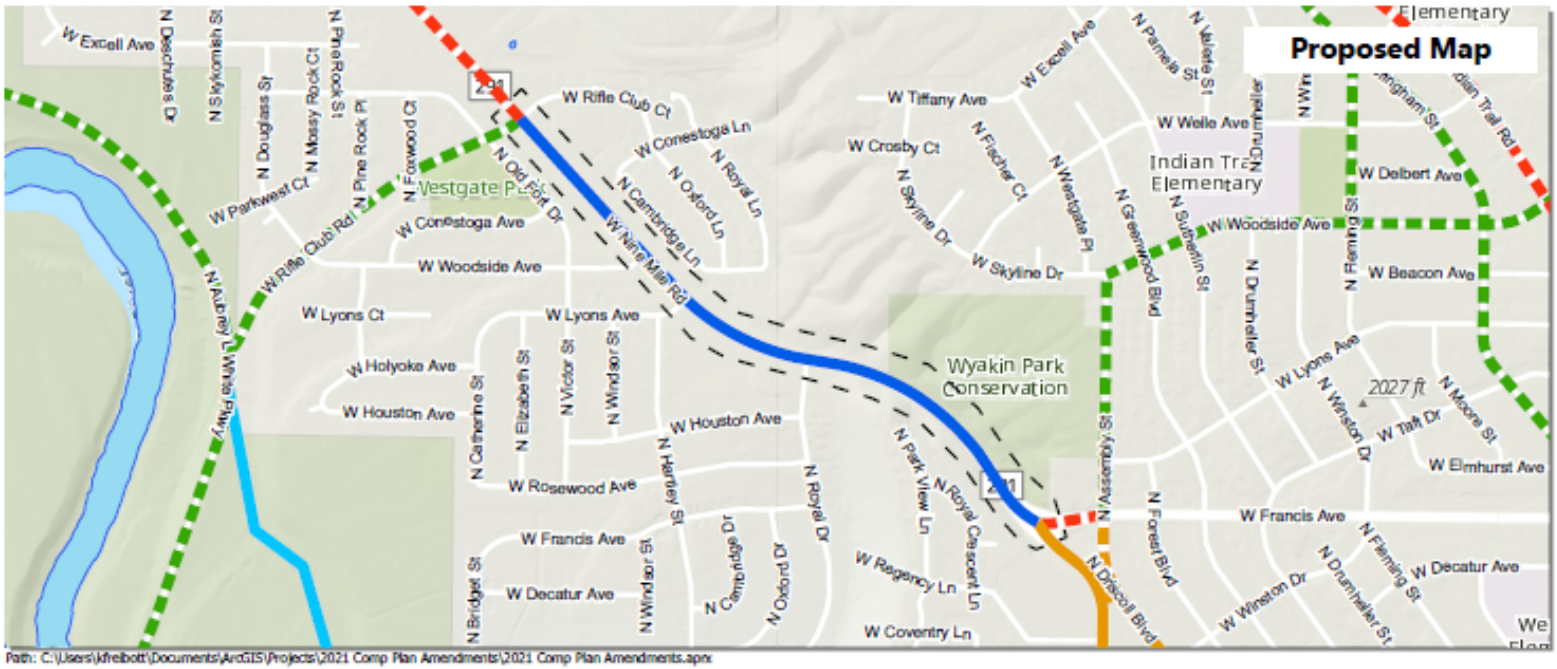




Area of Proposed Change

City Limits

Future Bikeway Network

- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

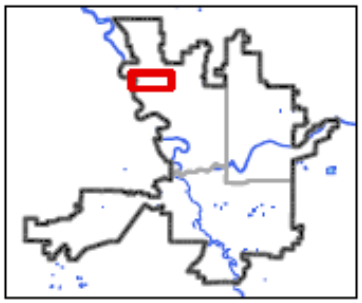
Length of Change: 5.0 Miles

N W E S

Drawing Scale: 1:14,000

0 250 500 1,000
Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

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Z21-022COMP: Bike Map Modification 9 (Map TR-5)

North and South Altamont, E 12th, E 14th and S Mt Vernon in the Lincoln Heights Neighborhood

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 9/20/2021

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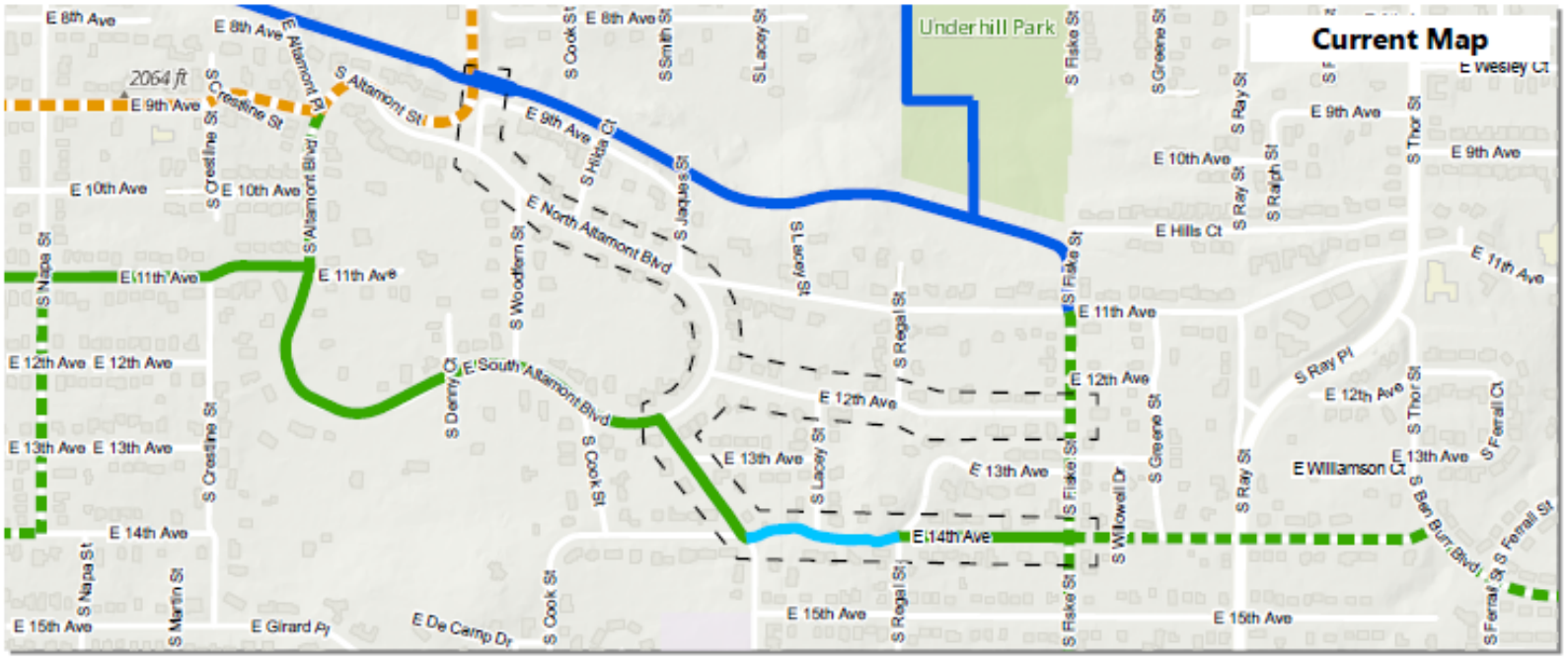
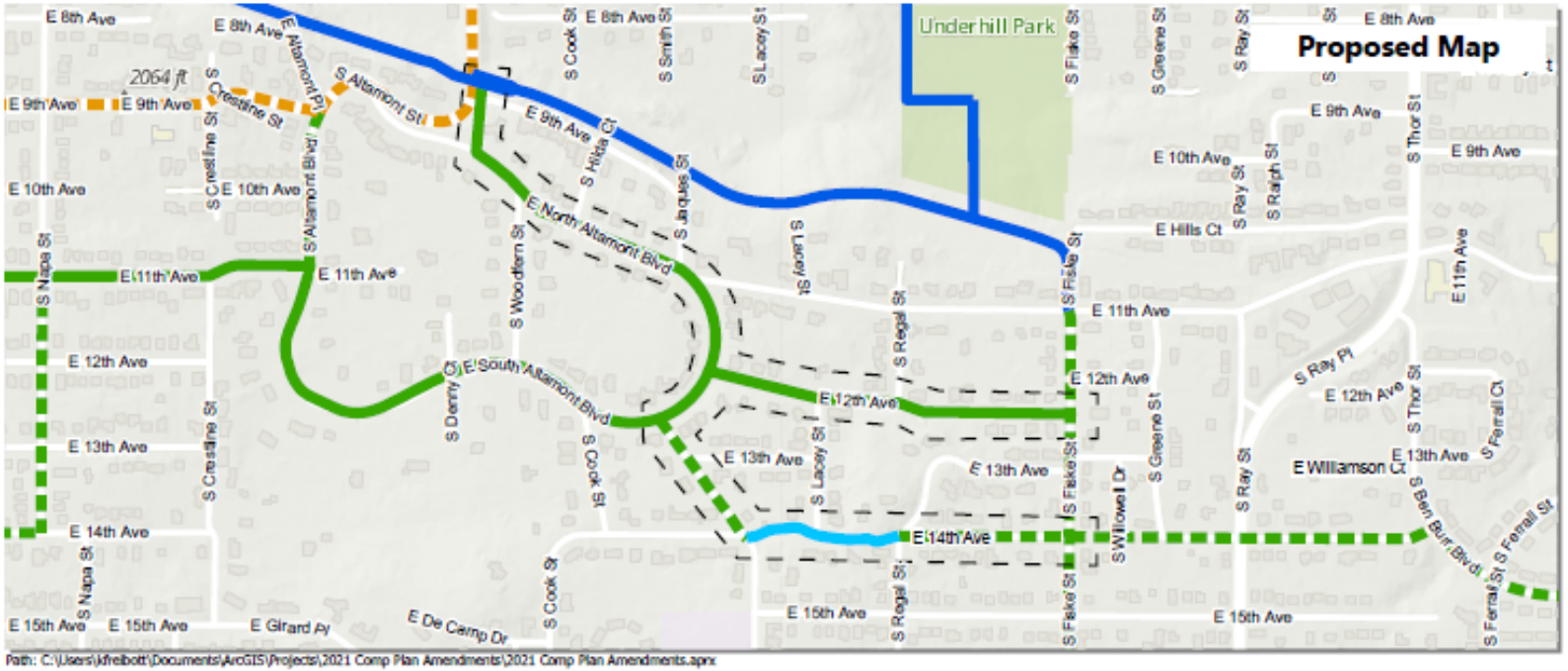




Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

- Area of Proposed Change
- City Limits

Future Bikeway Network

- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

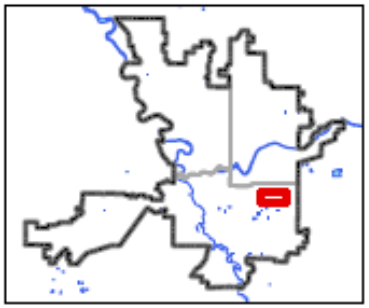
Length of Change: 0.9 Miles

N W E S

Drawing Scale: 1:9,000

0 250 500 1,000
Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

Z21-022COMP: Bike Map Modification 10 (Map TR-5)

Jackson-Montgomery-Knox Greenway (N Belt St to E Illinois Ave) in Multiple Neighborhoods

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 2/26/2021

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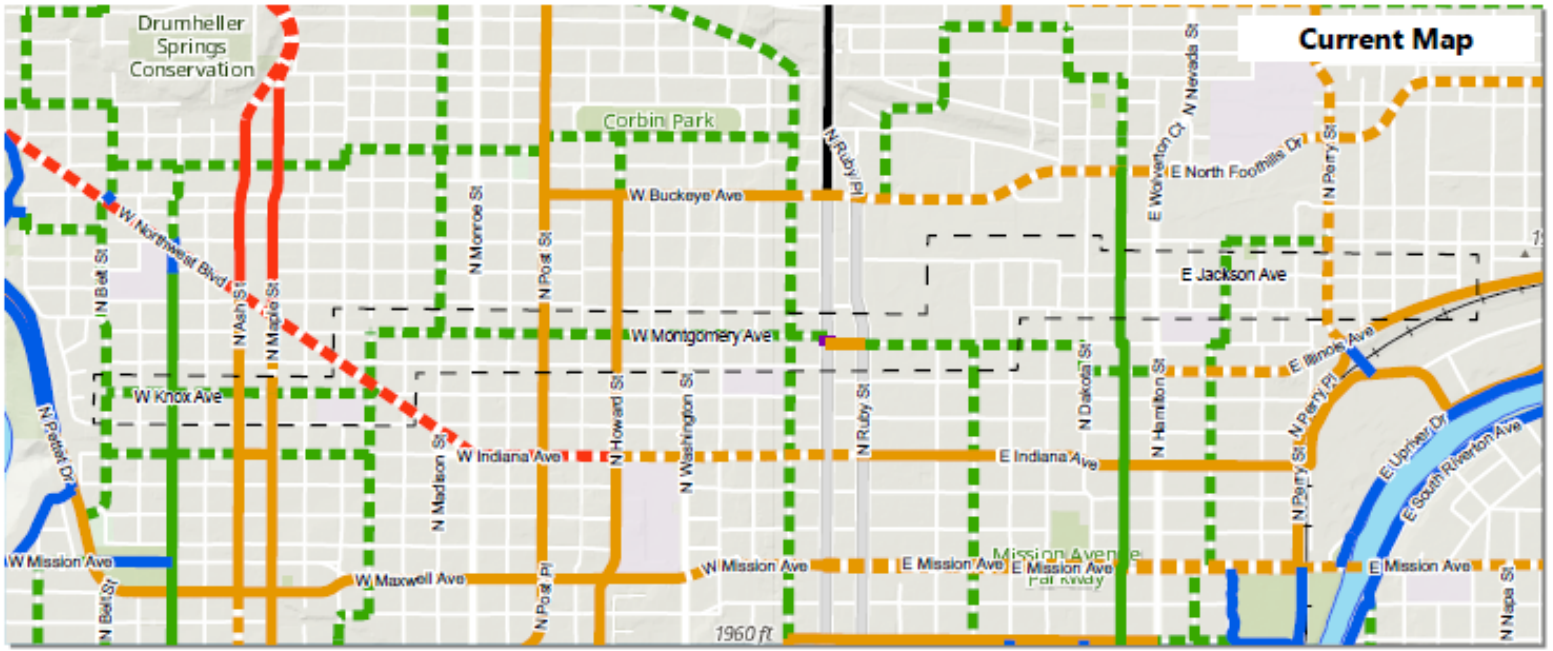

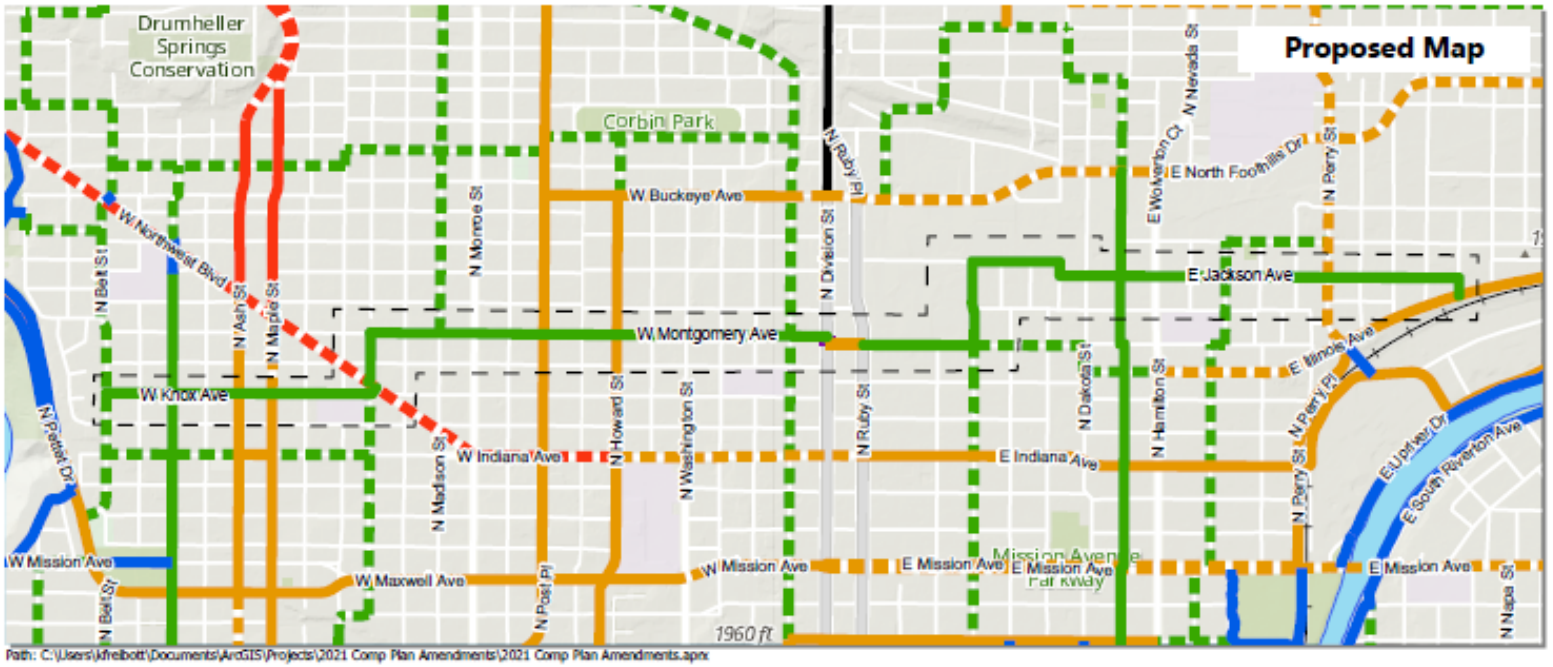

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- Area of Proposed Change
- City Limits

Future Bikeway Network

- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

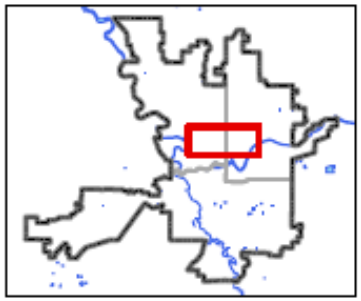
Length of Change: 3.2 Miles

N W E S

Drawing Scale: 1:25,000

0 0.13 0.25 0.5
Miles

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

Z21-022COMP: Bike Map Modification 11 (Map TR-5)

W Thorpe Rd (City Limits to W Westwood Ln) in the Grandview/Thorpe Neighborhood

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 2/26/2021

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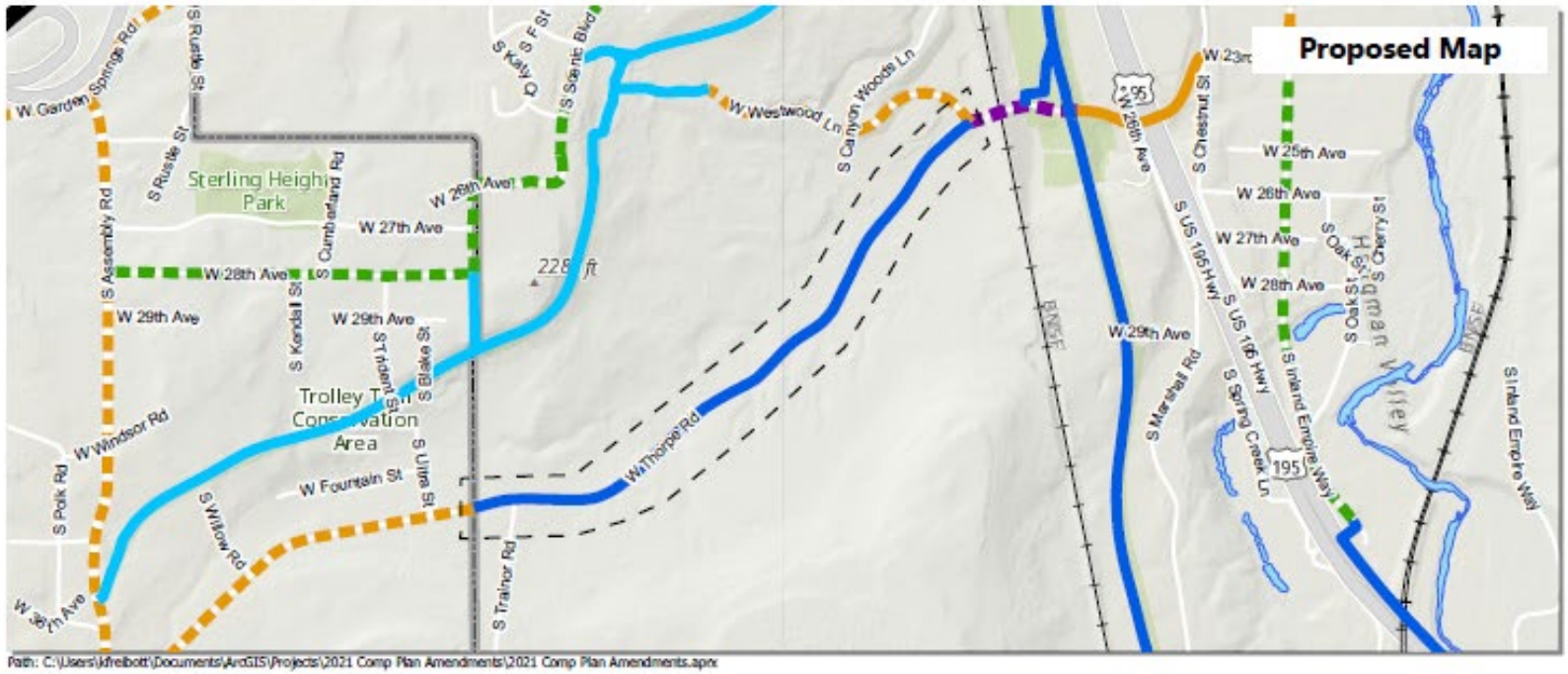

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Area of Proposed Change

City Limits

Future Bikeway Network

- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

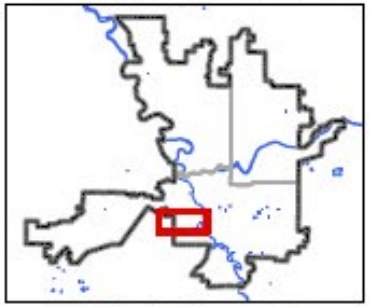
Length of Change: 0.9 Miles

N W E S

Drawing Scale: 1:17,000

0 500 1,000 2,000
Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

2020/2021 Comprehensive Plan Amendments

STAFF REPORT FOR FILE Z21-022COMP

Department of Neighborhood and Planning Services

The following staff report concerns a proposed amendment to the City's Comprehensive Plan. The proposal constitutes a requested change to the land use plan map designation and zoning of one or more parcels in the City of Spokane. Amendments to the Comprehensive Plan are enabled by Spokane Municipal Code (SMC) 17G.020 and Revised Code of Washington (RCW) 36.70A.130.

I. PROPERTY SUMMARY

Parcel(s):	N/A - Various locations citywide
Address(es):	N/A – Various locations citywide
Property Size:	Not applicable
Legal Description:	Not applicable
General Location:	Public rights-of-way citywide
Current Use:	Bicycle facilities

II. APPLICANT SUMMARY

Staff contact:	Colin Quinn-Hurst, Assistant Planner, cquinnhurst@spokanecity.org
Applicant:	City of Spokane
Property Owner:	City of Spokane

III. PROPOSAL SUMMARY

Current Land Use Designation:	N/A
Proposed Land Use Designation:	N/A
Current Zoning:	N/A
Proposed Zoning:	N/A
SEPA Status:	A SEPA threshold Determination of Non-Significance (DNS) was made on September 28, 2021. The appeal deadline is 5:00 PM on October 12, 2021.
Plan Commission Hearing Date:	October 13, 2021
Staff Recommendation:	**Approve**

IV. BACKGROUND INFORMATION

1. **General Proposal Description**: Pursuant to the procedures established by SMC 17G.060, enabled by RCW 36.70A.130, the proposer asks the City of Spokane to amend Map TR5 in Chapter 4 of the Comprehensive Plan to update and keep current planned bikeway facility designations. The proposal seeks to update future facility designations for segments of the planned bikeway network to be consistent with available right-of-way, engineering assessment, neighborhood plans and proposals, and community feedback.

2. **Site Description and Physical Conditions**: The proposal concerns changes to planned bikeway facilities, as defined in Map TR5, in various locations citywide. A total of eleven locations are addressed by these changes, concerning segments of (1) W. High Drive from W. 29th Ave. to S. Bernard St., (2) S. Havana St. from E. 19th Ave. to E. 37th Ave., (3) E. 37th Ave. from S. Perry St. to S. Regal St., (4) S. Cedar St. from W. Riverside Ave. to W. 3rd Ave., (5) Pacific Ave. from S. Washington St. to S. Sherman St., (6) Weile-Rhoades Ave. from N. Wall St. to N. Standard St., (7) Longfellow Ave. from W. Northwest Blvd. to N. Market St., (8) W. Nine Mile Rd. from W. Francis Ave. to W. Rifle Club Rd., (9) multiple streets along E. North Altamont Blvd. and from E. 14th Ave. to E. 9th Ave., (10) Jackson Ave. and Montgomery Ave. and Knox Ave. from N. Belt St. to E. Illinois Ave., and (11) W. Thorpe Rd. from City Limits to W. Westwood Ln.

3. **Property Ownership**: All proposed changes are within City right-of-way.

4. **Adjacent Property Improvements and Uses**: Property uses are of various types citywide, including residential, industrial, and commercial uses.

5. **Street Class Designations**: The streets addressed by this change are of various street class designations as follows:

    1. **High Dr.** – Urban Minor Arterial
    2. **Havana St.** – Urban Local Access
    3. **37th Ave.** – Urban Minor Arterial
    4. **Cedar St.** – Urban Local Access
    5. **Pacific Ave.** – Urban Local Access
    6. **Weile-Rhoades Ave. –** Urban Local Access
    7. **Longfellow Ave. –** Urban Local Access
    8. **Rich Ave.** – Urban Local Access
    9. **Nine Mile Rd. –** Urban Principal Arterial
    10. **Altamont Blvd. –** Urban Local Access
    11. **12th Ave. –** Urban Local Access
    12. **Jackson Ave. –** Urban Local Access
    13. **Montgomery Ave. –** Urban Major Collector and Urban Local Access
    14. **Knox Ave. –** Urban Local Access
    15. **Thorpe Rd. –** Urban Minor Arterial

6. **Current Land Use Designation and History**: N/A

7. **Proposed Land Use Designation**: N/A

8. **Current Zoning and History**: N/A

9. **Proposed Zoning**: N/A

V. APPLICATION PROCESS AND PUBLIC COMMENT

1. **Key Steps**: The application is being processed according to SMC 17G.060, including the following steps:

Application Submitted	January 4, 2021
Threshold Application Certified Complete	January 12, 2021
Council Threshold Subcommittee Established[1]	January 11, 2021
Council Threshold Subcommittee Met	February 17, 2021
Annual Work Program Set[2]	April 26, 2021
Agency/Department Comment Period Ended	June 2, 2021
Notice of Application Posted	June 21, 2021
Plan Commission Workshop	July 28, 2021
60-Day Public Comment Period Ended	August 20, 2021
SEPA Determination Issued	September 28, 2021
Notice of Public Hearing Posted	September 29, 2021
Plan Commission Hearing Date (Scheduled)	October 13, 2021

2. **Comments Received**: A request for comments was issued to City departments, local agencies, and departments, along with pertinent application details on May 19, 2021. By the close of agency comment on June 2, 2021, comments were received from the following:

    a. Bobby Halbig – City of Spokane Streets Department

    b. Mark S. Davies – Community Assembly representative from North Indian Trail

    Comments from Mr. Davies expressed concern about bikeway connectivity along Indian Trail Road. Comments from the City of Spokane Streets Department identified a street segment label correction on the map of Modification 2 - Havana Street – E. 19th Ave. to E. 37th Ave., and identified design concerns about available street widths, intersection conditions, signal detection for people on bicycles, and traffic conditions that will factor into project-level designs at the time of scoping, funding and design. Following additional review, a correction was made to the map for Modification 2 – Havana Street and design concerns were documented. Copies of comments received are included in this staff report as **Exhibit G.**

    Following the agency/department comment period, a Notice of Application was posted in the Spokesman Review on June 21, 2021, and also emailed a Request for Public Comments to

[1] Spokane City Council Resolution 2021-0003

[2] Spokane City Council Resolution 2021-0023

neighborhood representatives on that date. No public comments were received during the comment period.

3. **Public Workshop**: A public workshop with the Spokane Plan Commission was held on Wednesday July 28, 2021, during which the particulars of the proposal were presented to the Plan Commission for their consideration and discussion. The applicant spoke during the workshop but no public comment was taken. No changes were proposed at the workshop.

VI. APPLICATION REVIEW AND ANALYSIS

1. **Guiding Principles**: SMC 17G.020.010 provides the following guiding principles for the annual comprehensive plan amendment process:

   A. Keep the comprehensive plan alive and responsive to the community.

   B. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.

   C. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.

   D. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.

   E. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.

   F. Amendments to the comprehensive plan must result in a net benefit to the general public.

2. **Review Criteria**: SMC 17G.020.030 provides a list of considerations that are to be used, as appropriate, by the applicant in developing an amendment proposal, by planning staff in analyzing a proposal, by the plan commission making a recommendation on a proposal, and by the city council in making a decision on the proposal. Following each of the considerations is staff's analysis relative to the proposed amendment.

   A. Regulatory Changes: *Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations*.

   Staff Analysis: Staff reviewed and processed the proposed amendment under the most current regulations contained in the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent federal, state, or legislative actions with which the proposal would be in conflict, and no comments were received to this effect from any applicable agencies receiving notice of the proposal.

   The proposal satisfies this criterion.

   B. GMA: *The change must be consistent with the goals and purposes of the State Growth Management Act.*

Staff Analysis: The Growth Management Act (GMA) details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, "Planning Goals"), and these goals guided the City's development of its comprehensive plan and development regulations. No comments received or other evidence in the record indicates inconsistency between the proposed plan map amendment and the goals and purposes of the GMA.

The proposal satisfies this criterion.

C. Financing: *In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.*

Staff Analysis: The City did not require, nor did any Agency comment request or require a traffic impact analysis for the proposal. There will be no immediate impact to the city budget and it is expected that state and federal grants will support these improvements within the next 20 years.

The proposal satisfies this criterion.

D. Funding Shortfall: *If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.*

Staff Analysis: No evidence of a potential funding shortfall as a result of this proposal exists.

The proposal satisfies this criterion.

E. Internal Consistency:

1. *The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.*

Staff Analysis: The proposal is internally consistent with applicable supporting documents of the Comprehensive Plan as follows:

Capital Facilities Program. As described in the staff analysis of Criterion C above, no additional infrastructure or capital expenditures by the City are anticipated for this non-project action, and it is not anticipated that the City's integrated Capital Facilities Program would be affected by the proposal.

Neighborhood Planning Documents Adopted after 2001. The proposal is consistent with the goals and policies of affected neighborhood plans. Proposed changes are consistent with the bicycle facility recommendations in the following neighborhood plans:

- *Downtown Plan* – Consistent with identified routes for street improvements on page 38.
- *South Hill Coalition Connectivity and Livability Strategic Plan* – Lincoln Heights, Manito/Cannon Hill, and Rockwood Neighborhoods - Project Map, pg. 41
- *Greater Hillyard North-East Planning Alliance Report and Final Proposals* – Bemiss, Hillyard and Whitman Neighborhoods - Objective 6.1, 6.4, 6.5
- *Grandview/Thorpe Neighborhood Action Plan* – Street Safety action S-2.1: Identify and implement traffic-calming projects as part of street improvements. Connectivity action C-1.1: Continue to seek opportunities to improve missing or incomplete sidewalks, bike, routes, and transit connections, and C-1.4: Connect the Fish Lake Trail to Thorpe Road. *North Hill Neighborhood Action Plan* **–** Priority Project #4: Traffic Calming and Connectivity identifies an east-west bike route along Longellow Ave. to connect three schools.
- *Emerson-Garfield Neighborhood Action Plan* – Transportation Goal Three: Identify opportunities to enhance bicycle routes and connections to and within the neighborhood, b. Enhance rider safety throughout Emerson-Garfield.

The proposed amendments do not conflict with the neighborhood planning documents for each neighborhood in which a proposed amendment is located:

- *Northwest and Audubon-Downriver Neighborhood Planning – Shadle Area Neighborhood Plan*
- *Logan Neighborhood Form-Based Code Subarea Plan*
- *East Central Ben Burr Trailhead Planning*
- *Southgate Neighborhood Transportation & Connectivity Element* – Page 5, Major Organizing Concepts, Pages 7 and 8 – Green Ring and Ben Burr Trail Extension
- *Nevada Lidgerwood Neighborhood Planning – Phase II Summary,* Non-motorized Travel Safety, and Traffic Patterns – Findings and Implications

Miscellaneous Comprehensive Plan Goals and Policies. Staff have compiled a list of Comprehensive Plan Goals and Policies which bear on the proposal in **Exhibit H** of this report. Further discussion of these policies is provided under section K.2 below.

The proposal satisfies this criterion.

2. *If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.*

Staff Analysis: The proposal is generally consistent with current Comprehensive Plan policies, as described in further detail in the staff analysis of Criterion K.2 below and other

criteria in this report. Therefore, no amendment to policy wording is necessary and this criterion does not apply to the subject proposal.

The proposal satisfies this criterion.

F. Regional Consistency: *All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.*

Staff Analysis: The proposed change in facility designations are consistent with regional transportation plans and countywide planning policies (CWPP), updating future facility designations on selected street segments already identified as bicycle corridors in regional transportation plans and aligning with transportation plans of adjacent jurisdictions. No comments have been received from any agency or neighboring jurisdiction which would indicate that this proposal is not regionally consistent.

The proposal satisfies this criterion.

G. Cumulative Effect: *All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.*

1. **Land Use Impacts:** *In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.*

2. **Grouping:** *Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.*

   Staff Analysis: The City is concurrently reviewing this application and five other applications for Comprehensive Plan amendments as part of an annual plan amendment cycle. All six applications are for map amendments, five for changes to the land use plan map (LU-1) and one for changes to the Bicycle Facilities Map (TR-5). When considered together, these various applications do not interact, nor do they augment or detract from each other. Thus, the cumulative effects of these various applications are minor.

   This proposal satisfies this criterion.

H. SEPA: *SEPA[3] Review must be completed on all amendment proposals and is described in Chapter 17E.050.*

1. ***Grouping***: *When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals'*

[3] State Environmental Protection Act

cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

2. ***DS***: *If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).*

   Staff Analysis: The application is under review in accordance with the State Environmental Policy Act (SEPA), which requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of the information contained in the environmental checklist, written comments from local and State departments and agencies concerned with land development within the City, and a review of other information available to the Director of Planning Services, a Determination of Non-Significance was issued on September 28, 2021.

   The proposal satisfies this criterion.

I. ***Adequate Public Facilities****: The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.*

Staff Analysis: The proposal would not impact the City's ability to provide transportation facilities at the planned level of service.

The proposal satisfies this criterion.

J. ***UGA****: Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.*

Staff Analysis: The proposal does not include an expansion to the UGA, thus this criteria does not apply.

This criterion does not apply.

K. Demonstration of Need:

1. ***Policy Adjustments:*** *Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. The need for this type of adjustment might be supported by findings from feedback instruments related to monitoring and evaluating the implementation of the comprehensive plan.*

Staff Analysis: The proposal does not include a policy adjustment, thus this criterion does not apply.

2. ***Map Changes:*** *Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:*

   a. *The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g. compatibility with neighboring land uses, proximity to arterials, etc.);*

   Staff Analysis: Not applicable.

   b. *The map amendment or site is suitable for the proposed designation.*

   Staff Analysis: Not applicable.

   c. *The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation*.

   Staff Analysis: The proposed adjustments to Map TR-5 better carry out Comprehensive Plan policies TR 1 - Transportation Network for All Users, TR 5 - Active Transportation, and TR 7 – Neighborhood Access. These adjustments better achieve these policies by correcting inaccuracies to align with existing facilities and upgrading bikeway facility recommendations to be consistent with subarea plans, neighborhood council recommendations, and current local, regional and national design standards for given roadway conditions. (see **Exhibit C**).

   This proposal satisfies this criterion.

3. **Rezones, Land Use Plan Amendment:** *Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.*

   Staff Analysis: Not applicable.

   The proposal satisfies this criterion.

VII. CONCLUSION

The proposal has been processed and considered according to the requirements of the Spokane Municipal Code. According to the information provided above and the whole of the administrative record, the proposal is consistent with the approval criteria set forth by SMC 17G.020.

Following the close of public testimony and deliberations regarding conclusions with respect to the review criteria and decision criteria detailed in SMC Chapter 17G.020, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested amendment to the Land Use Plan map of the City's Comprehensive Plan.

VIII. STAFF RECOMMENDATION

Considering the above information and the whole of the administrative record, staff recommends that Plan Commission and the City Council **approve** this proposal.

IX. LIST OF EXHIBITS

A. Proposed Map Amendments
B. Currently Adopted Map TR-5
C. List of Relevant Comp Plan Policies
D. Application Materials
E. SEPA Checklist
F. SEPA Determination of Non-Significance
G. Agency Comments
H. Public Comments

Z21-022COMP: Bike Map Modification 1 (Map TR-5)

W High Drive (W 29th Ave to S Bernard St) in the Comstock Neighborhood

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 2/26/2021

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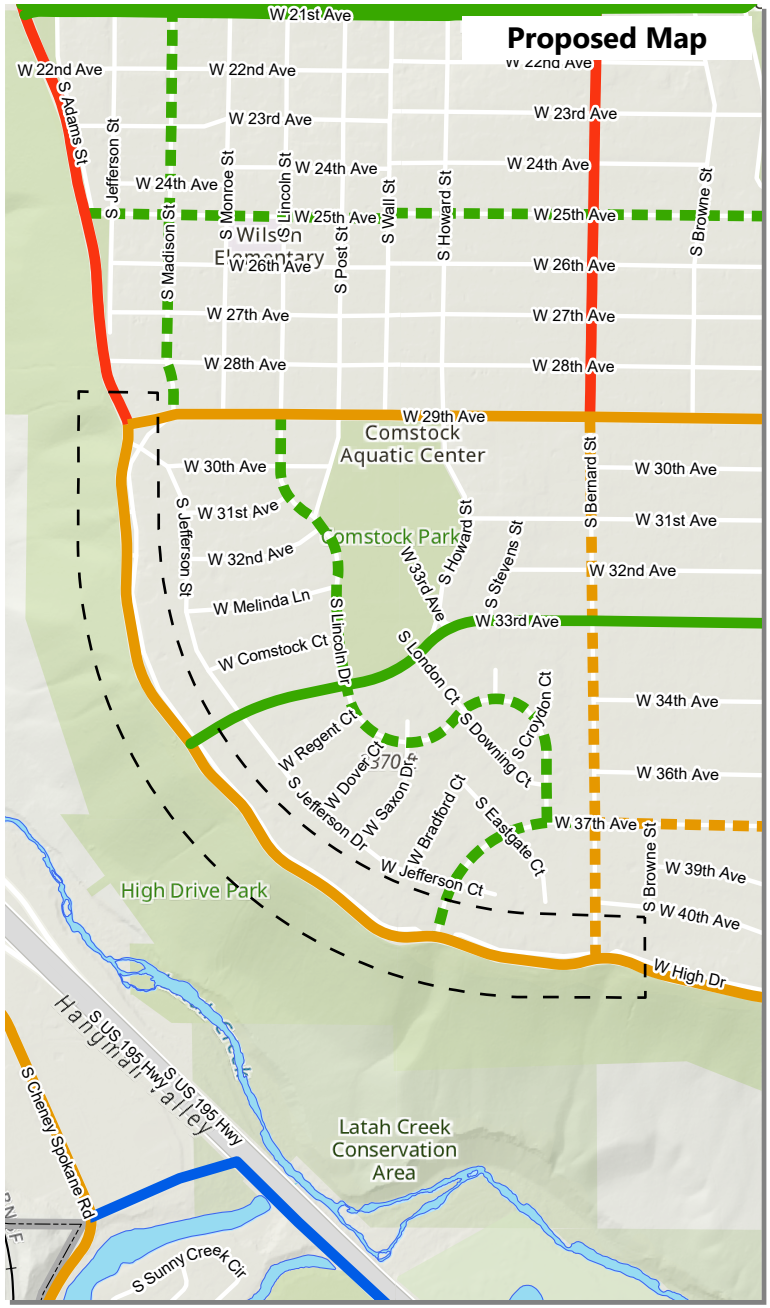


Area of Proposed Change

City Limits

Future Bikeway Network

- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

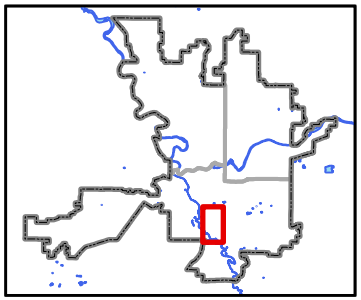
Length of Change: 1.1 Miles

N
W E
S

Drawing Scale: 1:15,000

0 250 500 1,000
Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

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Z21-022COMP: Bike Map Modification 2 (Map TR-5)

S Havana St (E 19th Ave to E 37th Ave) in the Lincoln Heights Neighborhood

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 3/1/2021

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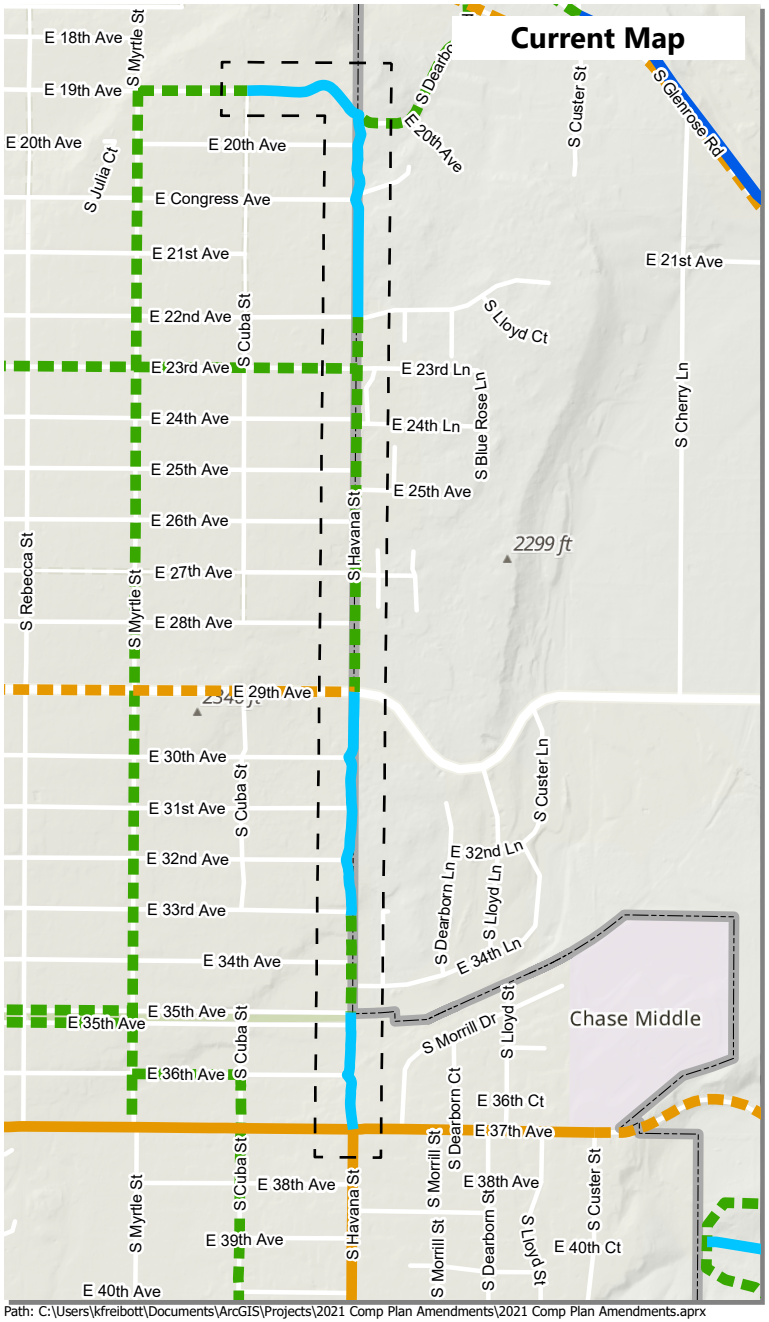

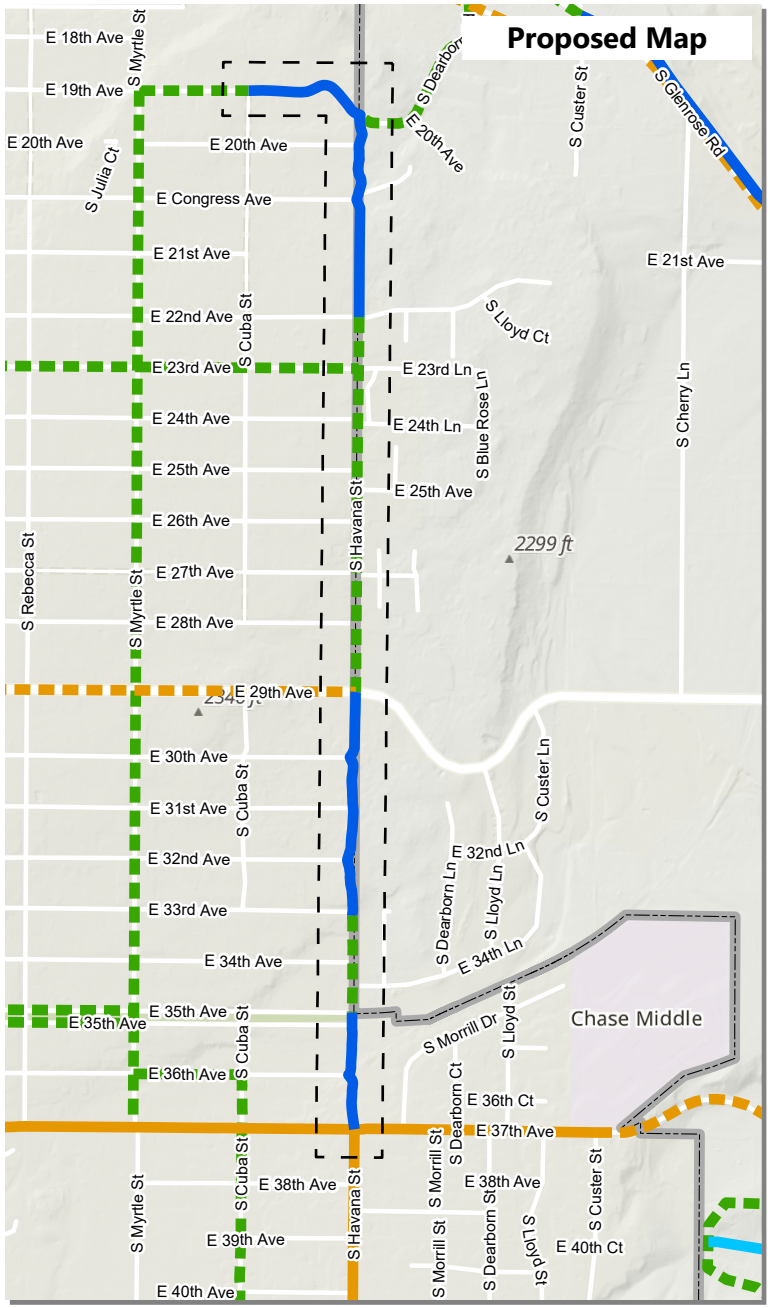

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Exhibit A

- Area of Proposed Change
- City Limits

Future Bikeway Network

- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

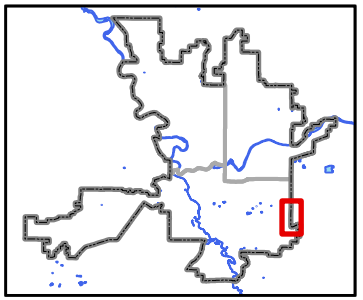
Length of Change: 0.6 Miles

N W E S

Drawing Scale: 1:14,000

0 250 500 1,000
Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

Z21-022COMP: Bike Map Modification 3 (Map TR-5)

E 37 Ave (S Perry St to S Regal St) in the Lincoln Heights and Southgate Neighborhoods

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 2/26/2021

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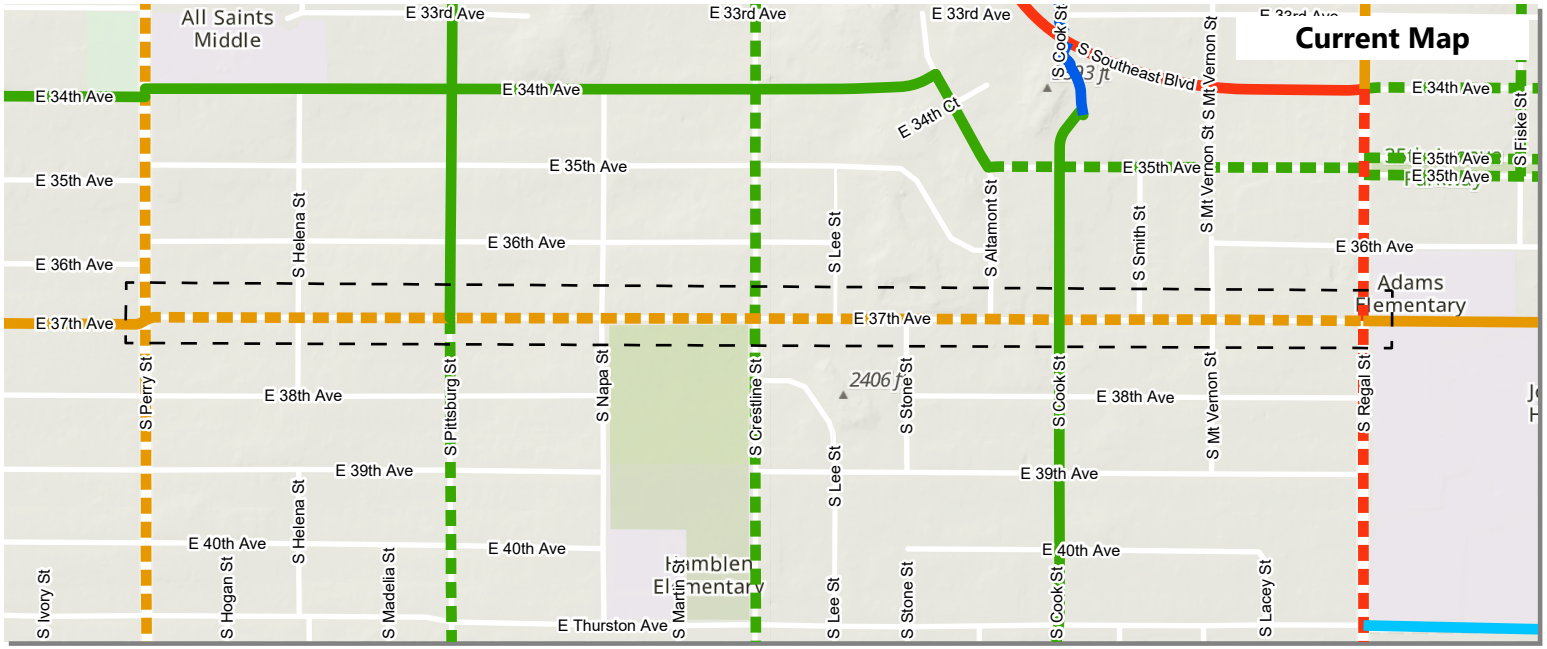
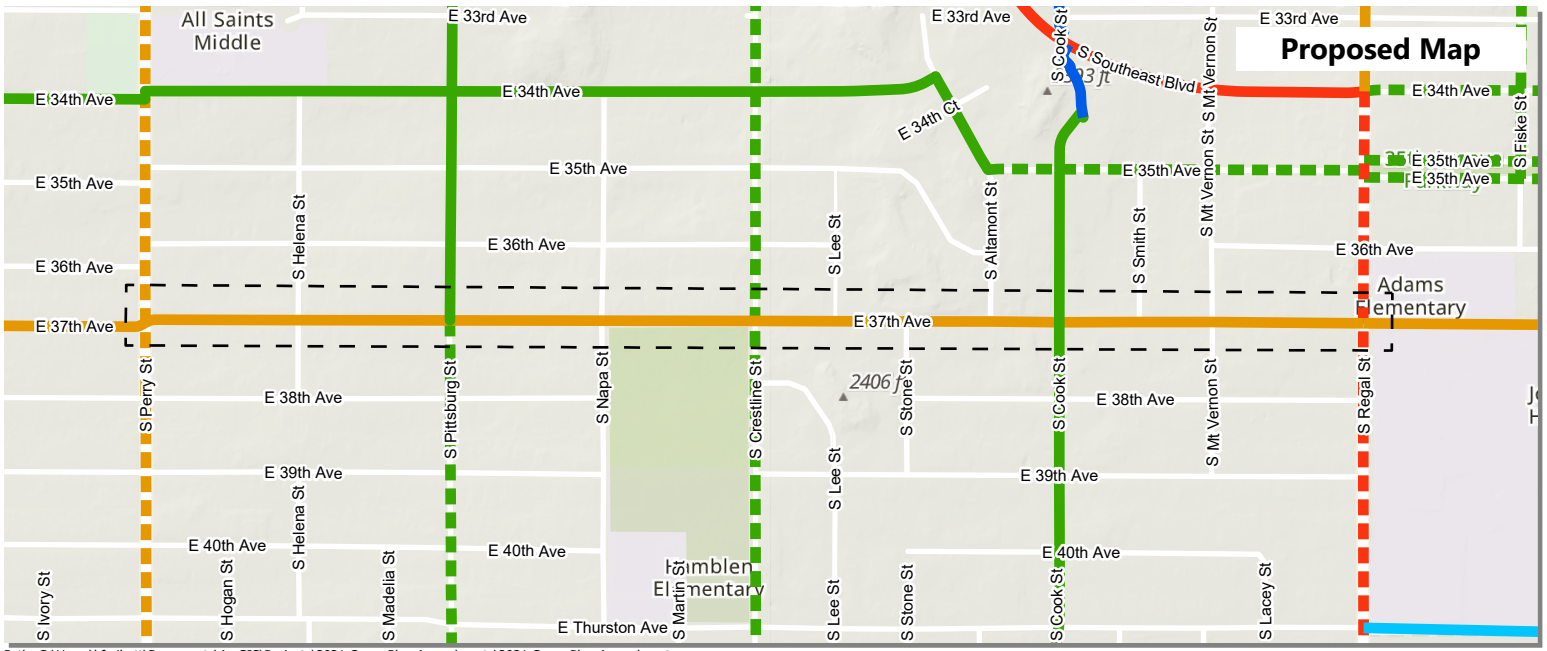




Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

- Area of Proposed Change
- City Limits

Future Bikeway Network

- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

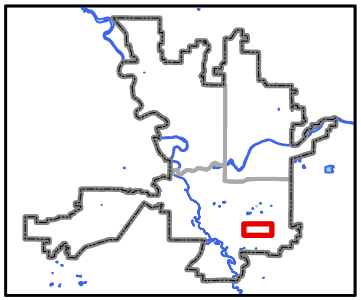
Length of Change: 1.0 Miles

N W E S

Drawing Scale: 1:10,000

0 250 500 1,000
Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

Z21-022COMP: Bike Map Modification 4 (Map TR-5)

S Cedar St (W Riverside Ave to W 3rd Ave) in the Riverside Neighborhood

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 2/26/2021

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Area of Proposed Change

City Limits

Future Bikeway Network

- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

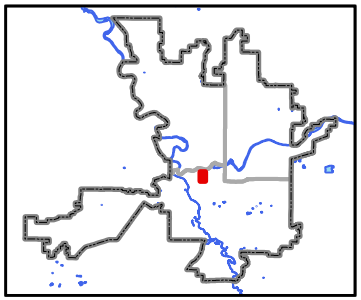
Length of Change: 0.2 Miles

N
W E
S

Drawing Scale: 1:4,000

0 75 150 300
Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

Z21-022COMP: Bike Map Modification 5 (Map TR-5)

Pacific Ave (S Washington St to S Sherman St) in the Riverside and East Central Neighborhoods

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 3/1/2021

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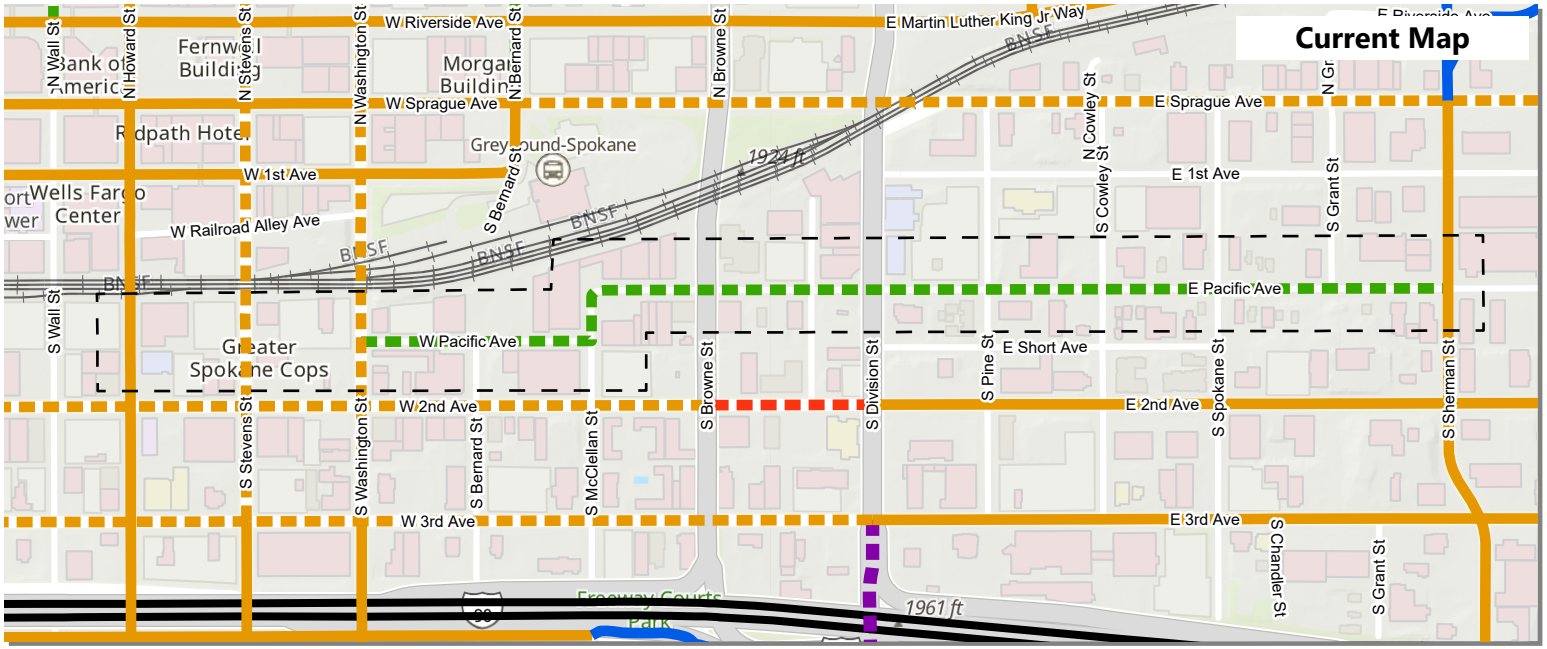
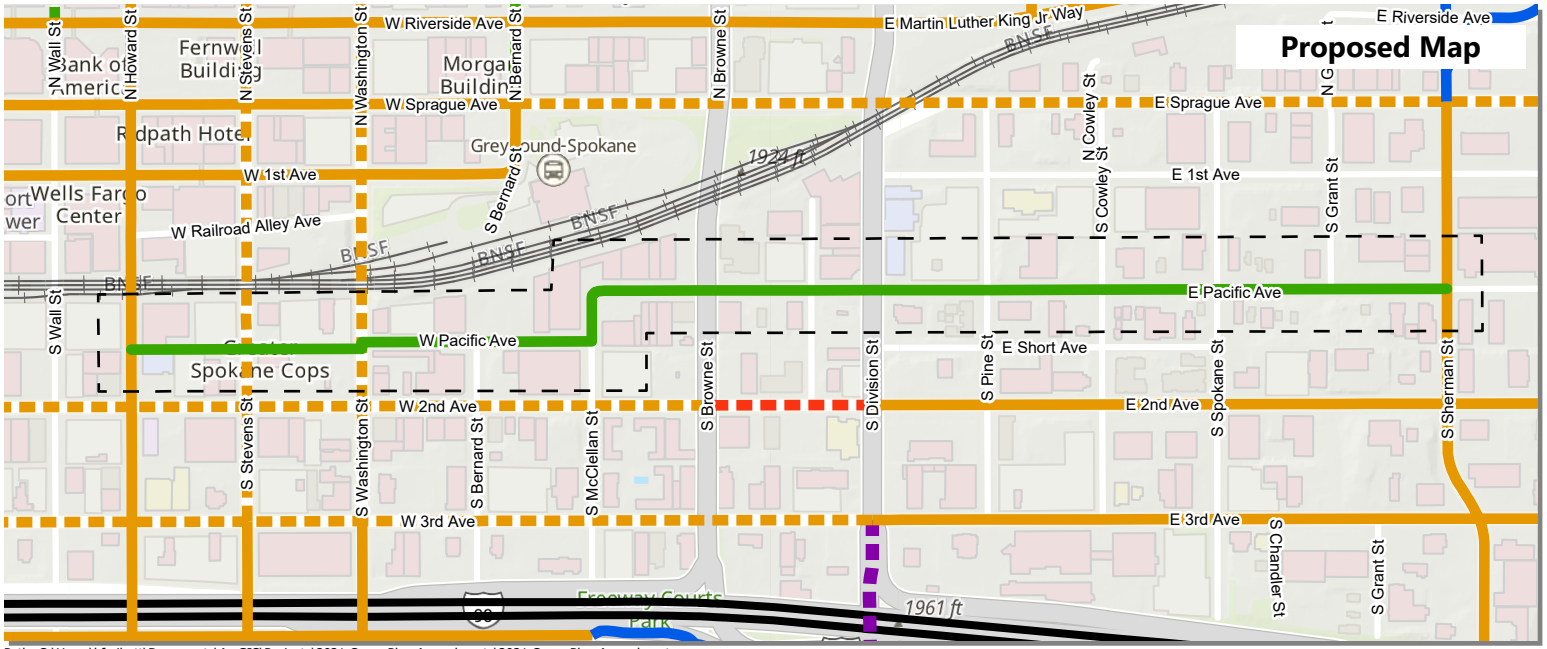




- Area of Proposed Change
- City Limits

Future Bikeway Network

- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

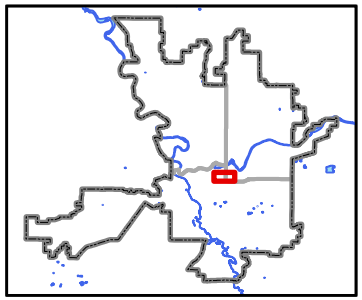
Length of Change: 0.7 Miles

N
W E
S

Drawing Scale: 1:7,500

0 125 250 500
Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

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Z21-022COMP: Bike Map Modification 6 (Map TR-5)

Weile-Rhoades Ave (N Wall St to N Standard St) in the Shiloh Hills Neighborhood

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 2/26/2021

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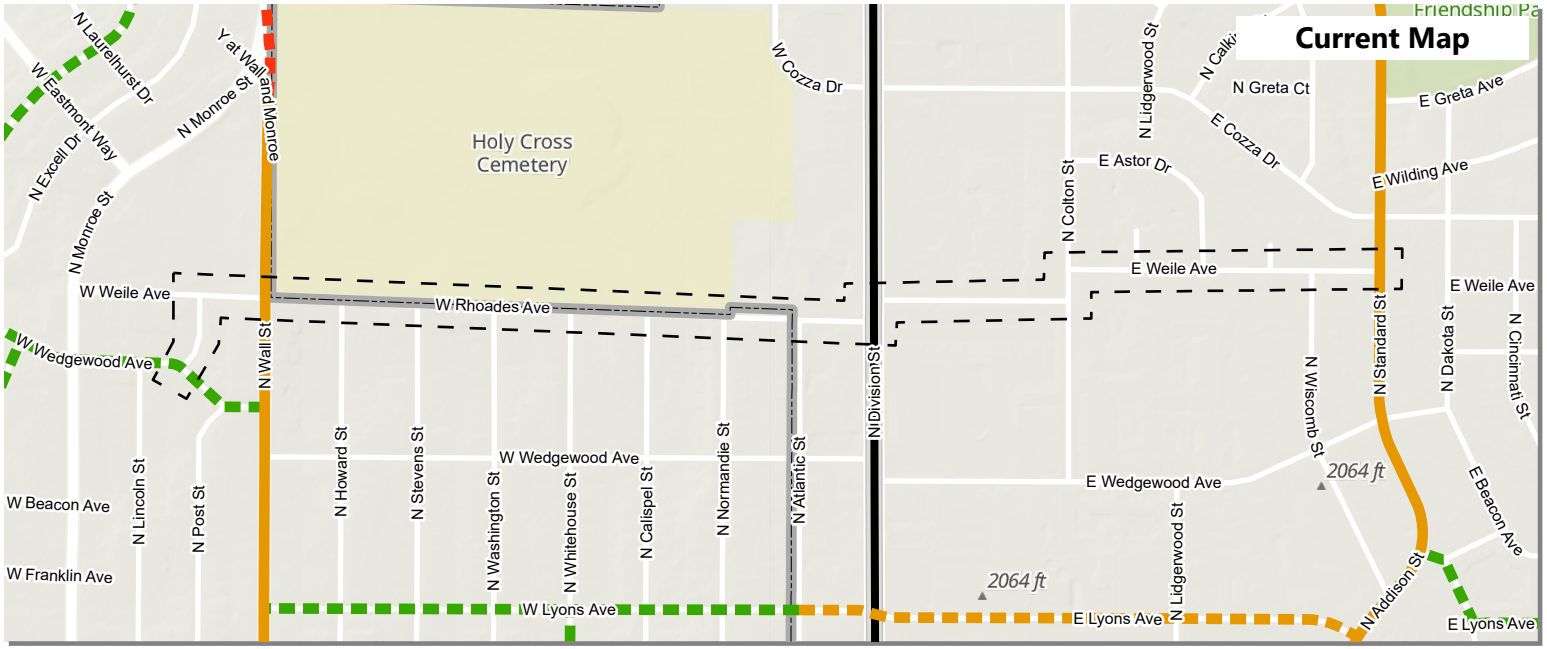

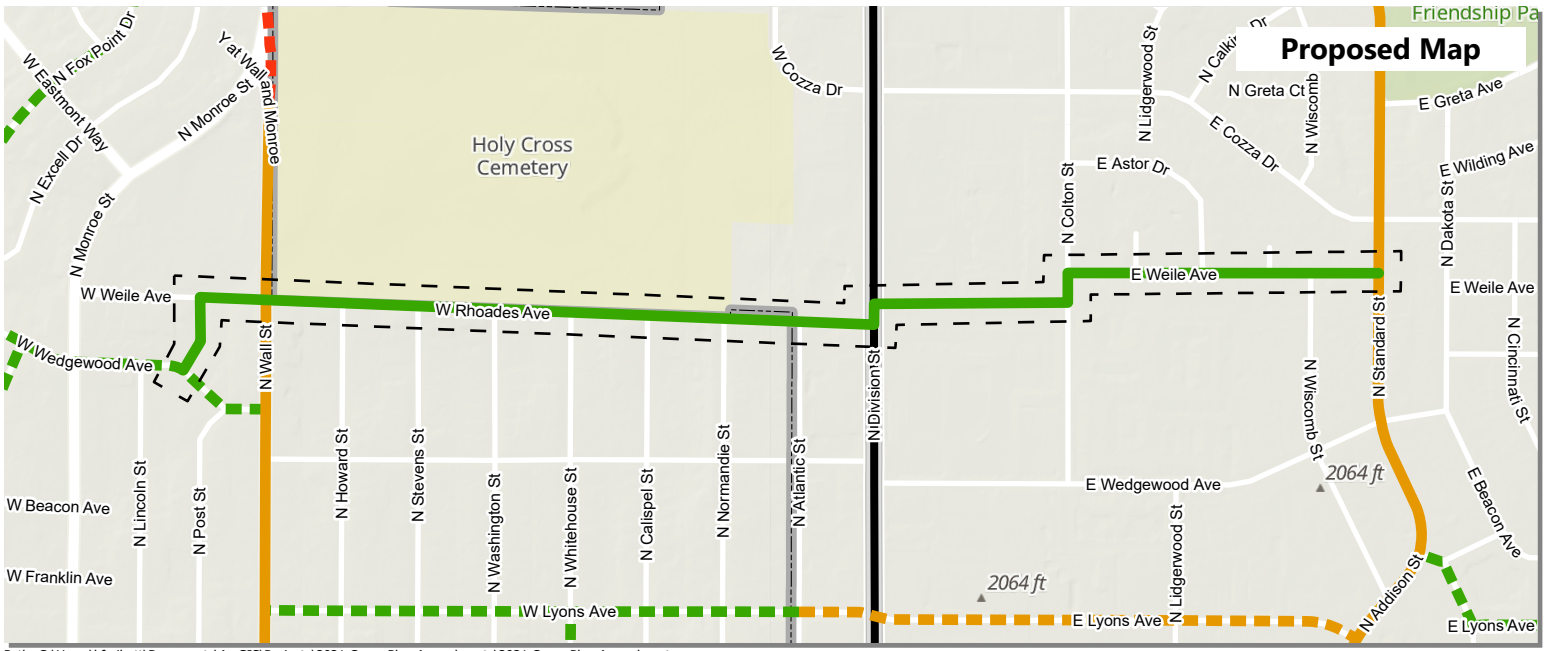

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Area of Proposed Change

City Limits

Future Bikeway Network

- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

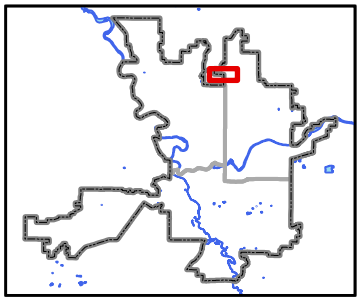
Length of Change: 1.1 Miles

N
W E
S

Drawing Scale: 1:10,000

0 125 250 500
Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

Z21-022COMP: Bike Map Modification 7a (Map TR-5)

Longfellow Ave & E Rich Ave (W Northwest Blvd to N Market St) in Multiple Neighborhoods
Showing West of Wall Street--See 7b for Remaining Project
2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 6/9/2021

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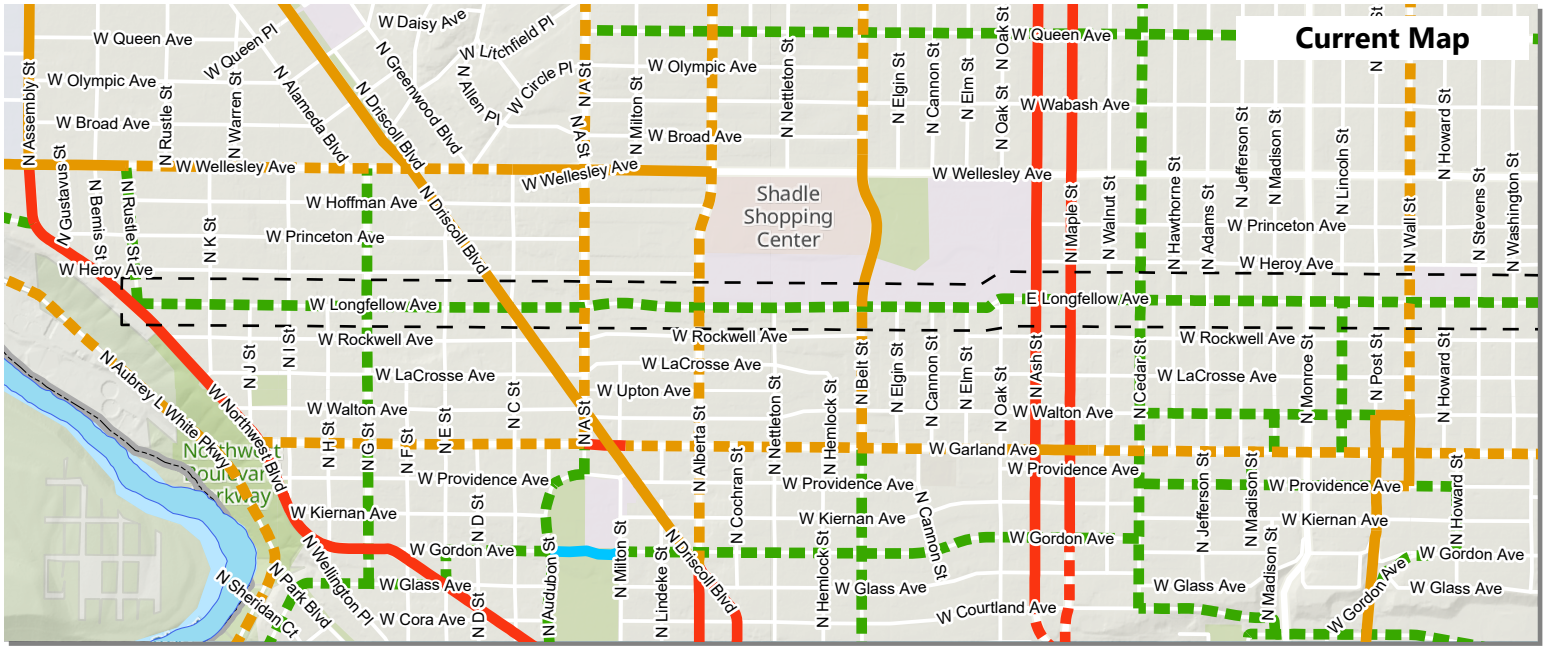

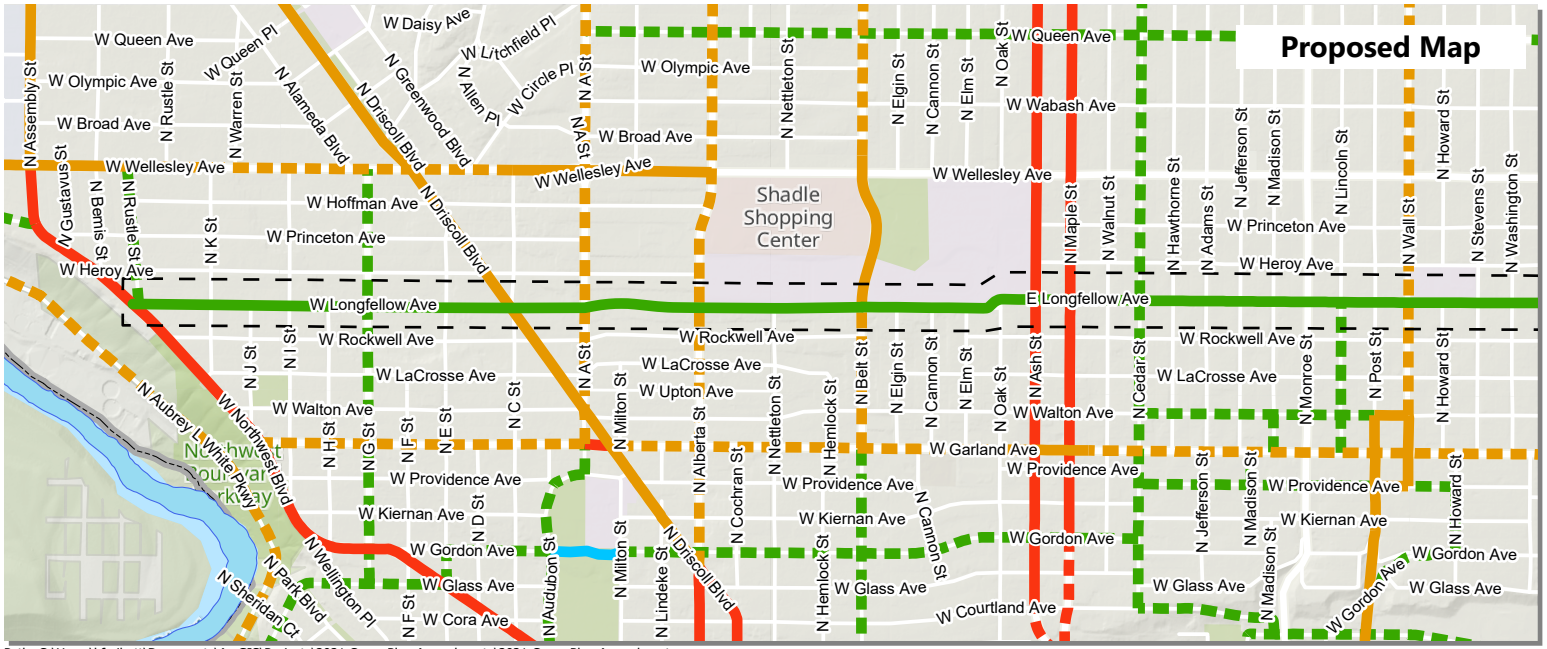

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- Area of Proposed Change
- City Limits

Future Bikeway Network

- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

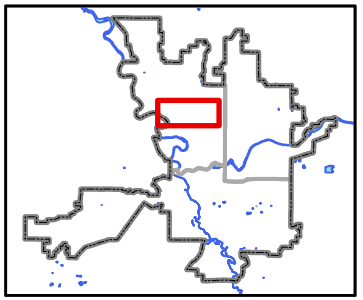
Length of Change: 5.0 Miles

N
W E
S

Drawing Scale: 1:22,000

0 0.13 0.25 0.5
Miles

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

Z21-022COMP: Bike Map Modification 7b (Map TR-5)

Longfellow Ave & E Rich Ave (W Northwest Blvd to N Market St) in Multiple Neighborhoods
Showing East of Wall Street--See 7a for Remaining Project
2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 6/9/2021

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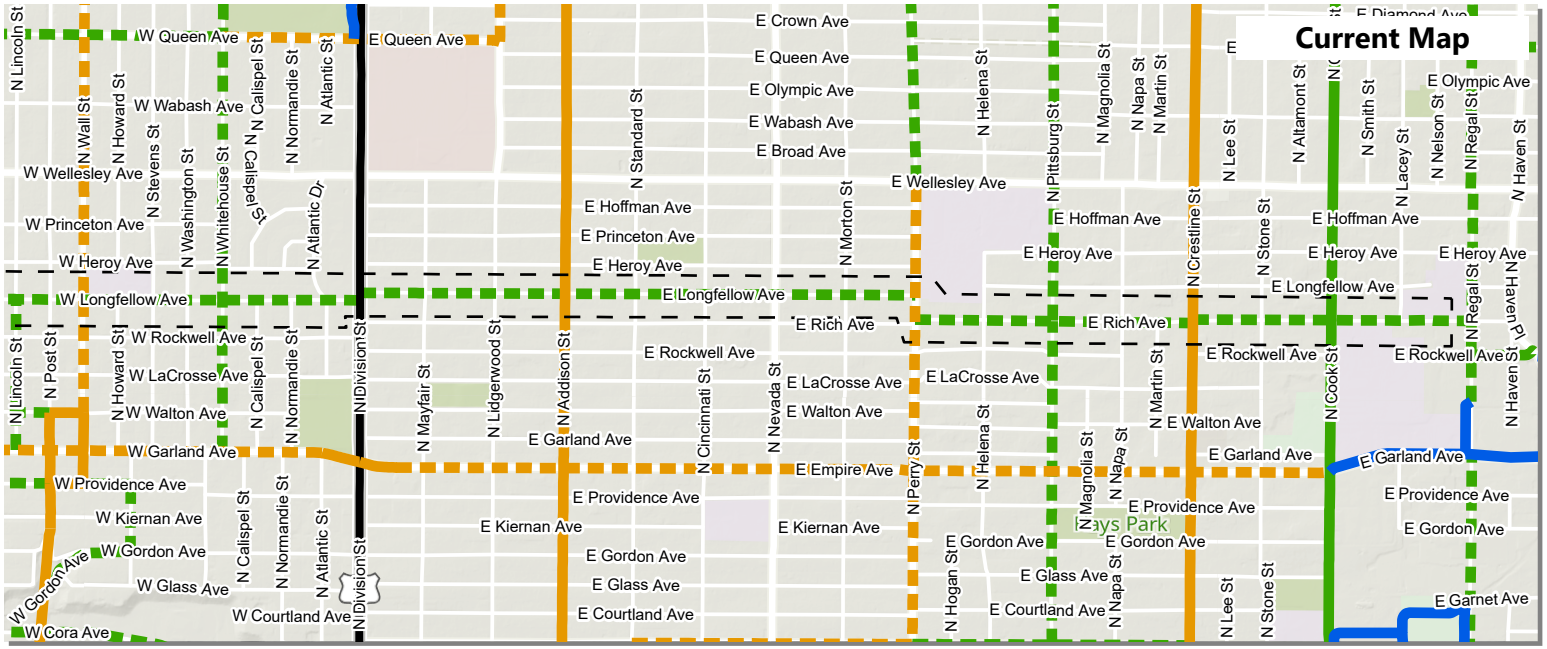

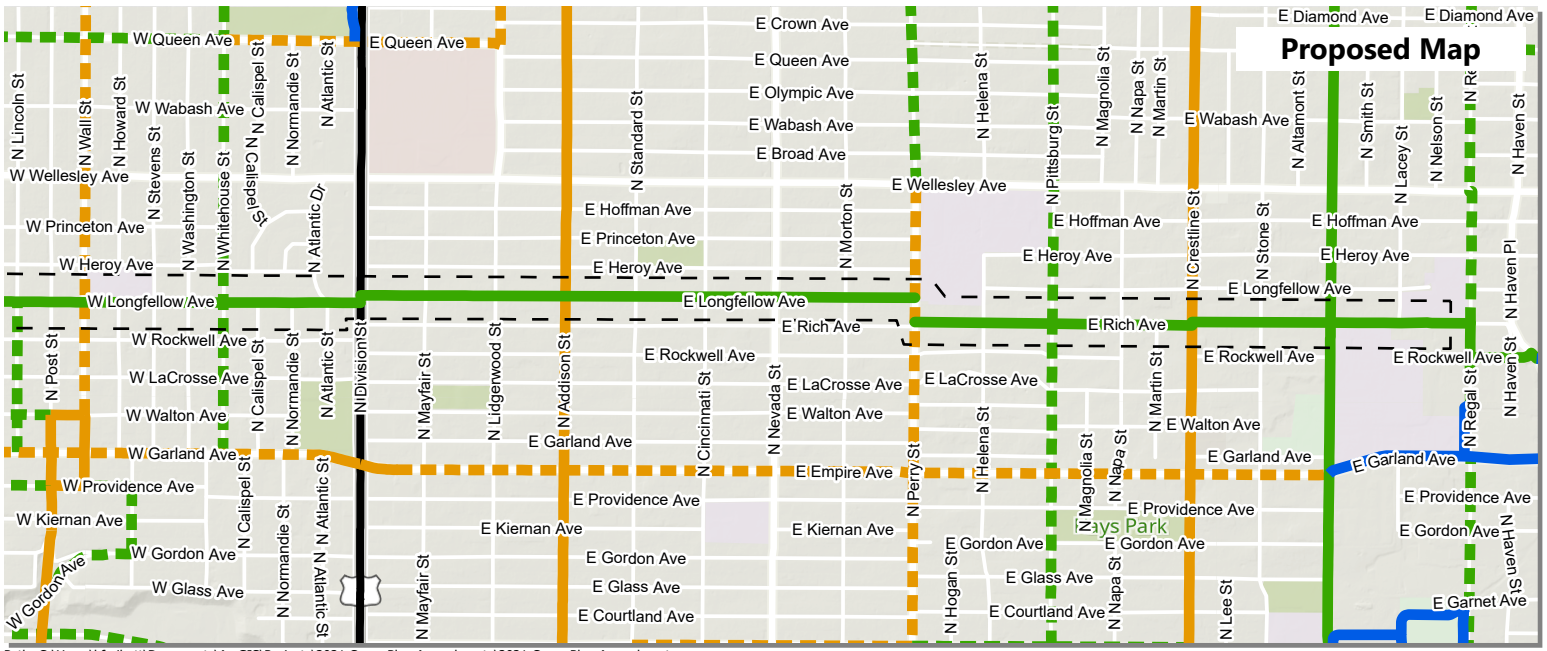

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Area of Proposed Change
City Limits

Future Bikeway Network

- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

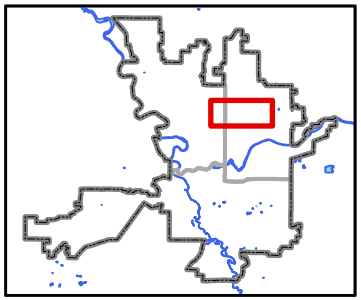
Length of Change: 5.0 Miles

N
W E
S

Drawing Scale: 1:22,000

0 0.13 0.25 0.5
Miles

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

Z21-022COMP: Bike Map Modification 8 (Map TR-5)

W Nine Mile Rd (W Francis Ave to W Rifle Club Rd) in the Northwest Neighborhood

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 2/26/2021

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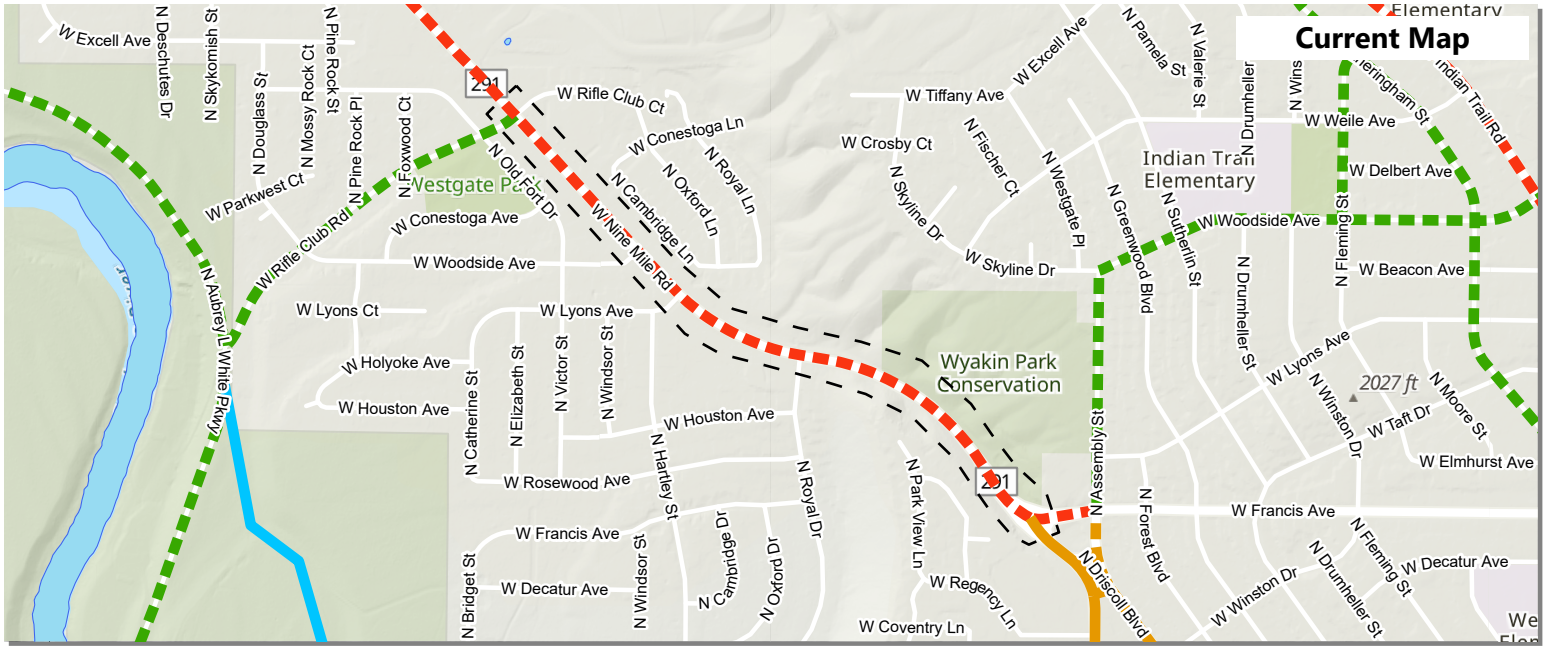
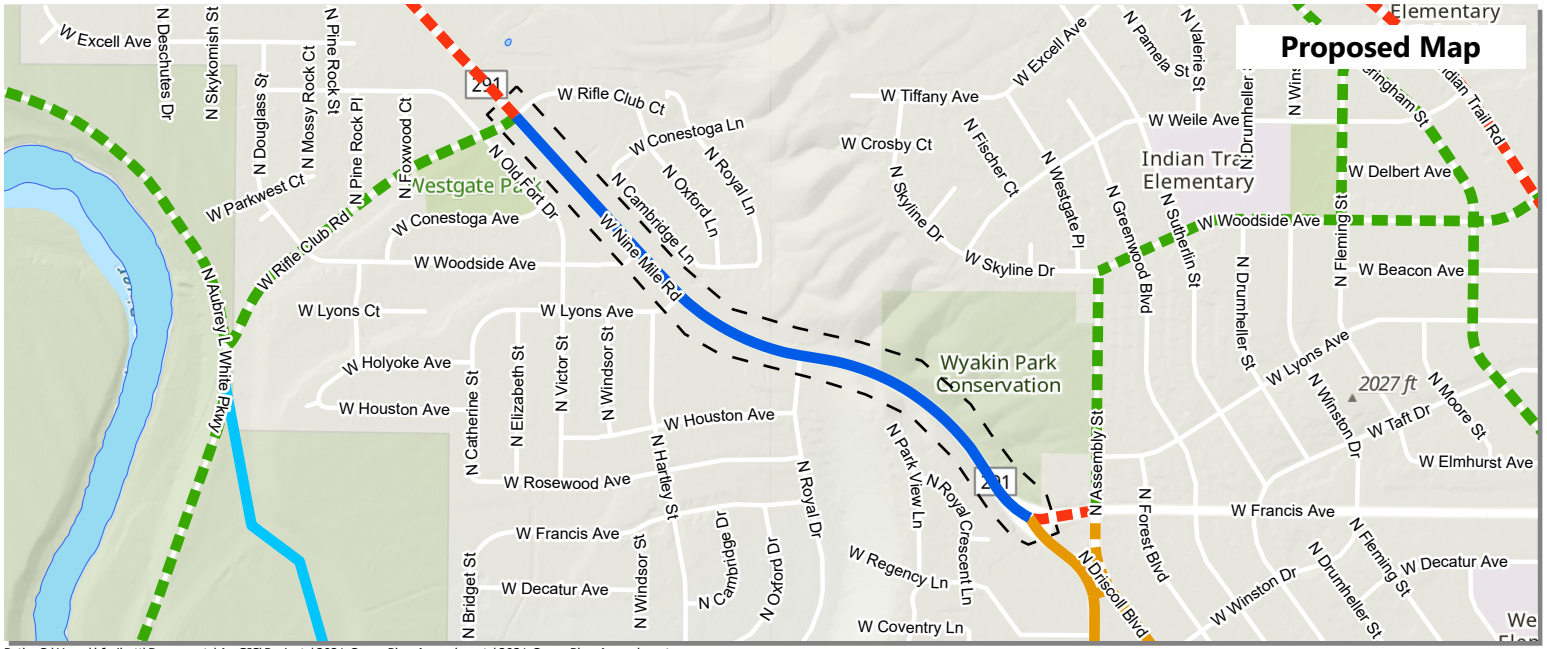




Area of Proposed Change

City Limits

Future Bikeway Network

- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

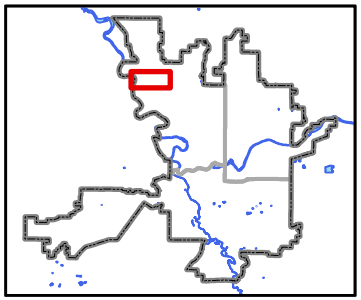
Length of Change: 5.0 Miles

N
W E
S

Drawing Scale: 1:14,000

0 250 500 1,000
Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

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Z21-022COMP: Bike Map Modification 9 (Map TR-5)

North and South Altamont, E 12th, E 14th and S Mt Vernon in the Lincoln Heights Neighborhood

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 9/20/2021

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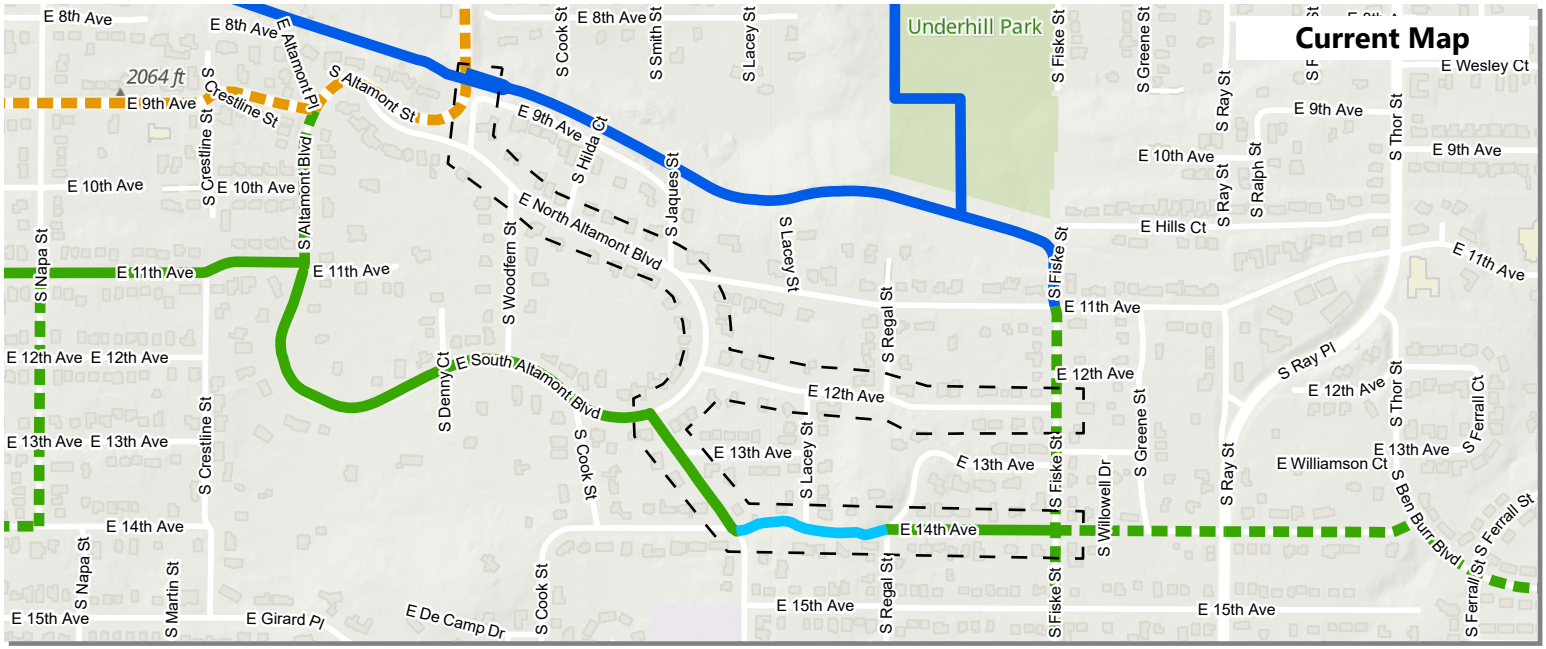
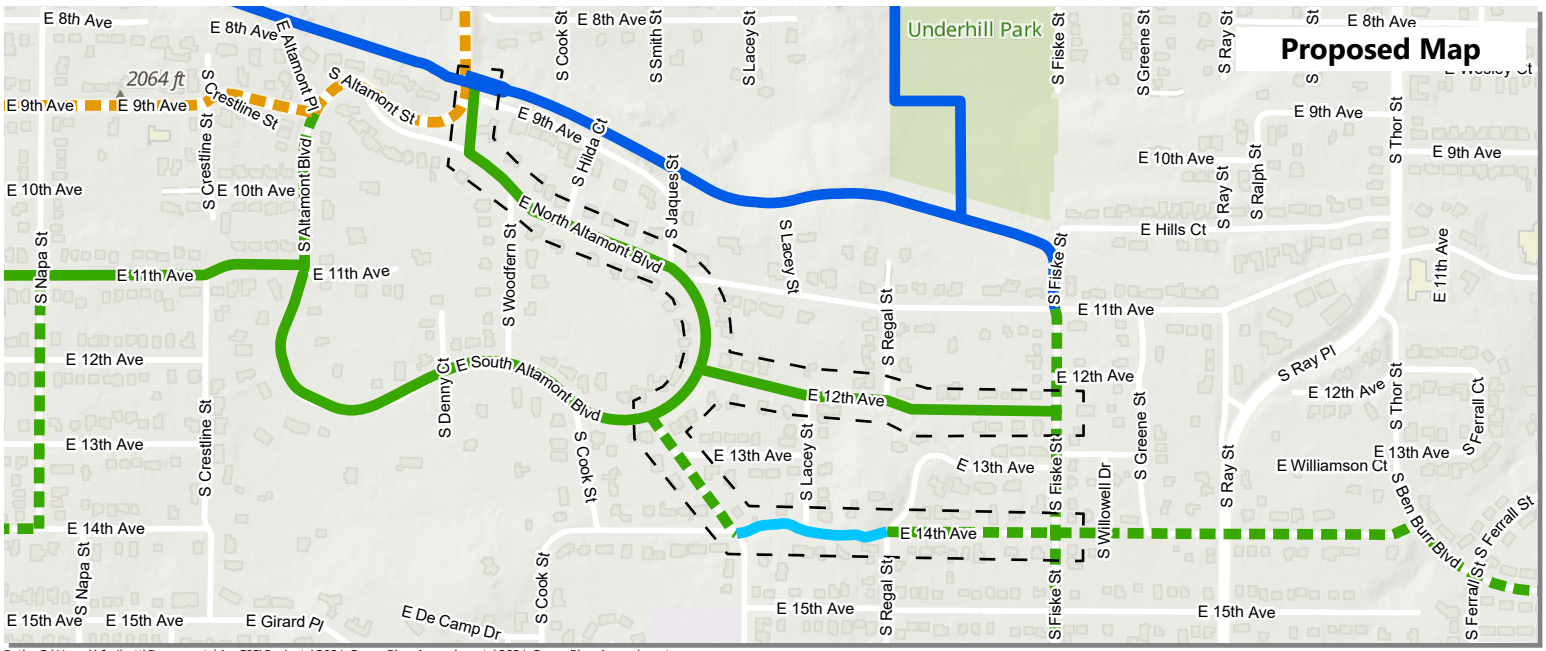




- Area of Proposed Change
- City Limits

Future Bikeway Network

- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

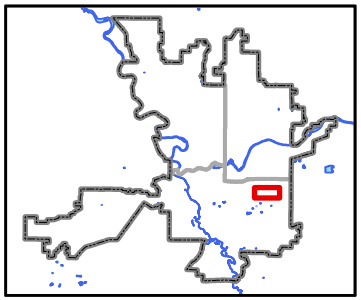
Length of Change: 0.9 Miles

N
W E
S

Drawing Scale: 1:9,000

0 250 500 1,000
Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

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Z21-022COMP: Bike Map Modification 10 (Map TR-5)

Jackson-Montgomery-Knox Greenway (N Belt St to E Illinois Ave) in Multiple Neighborhoods

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 2/26/2021

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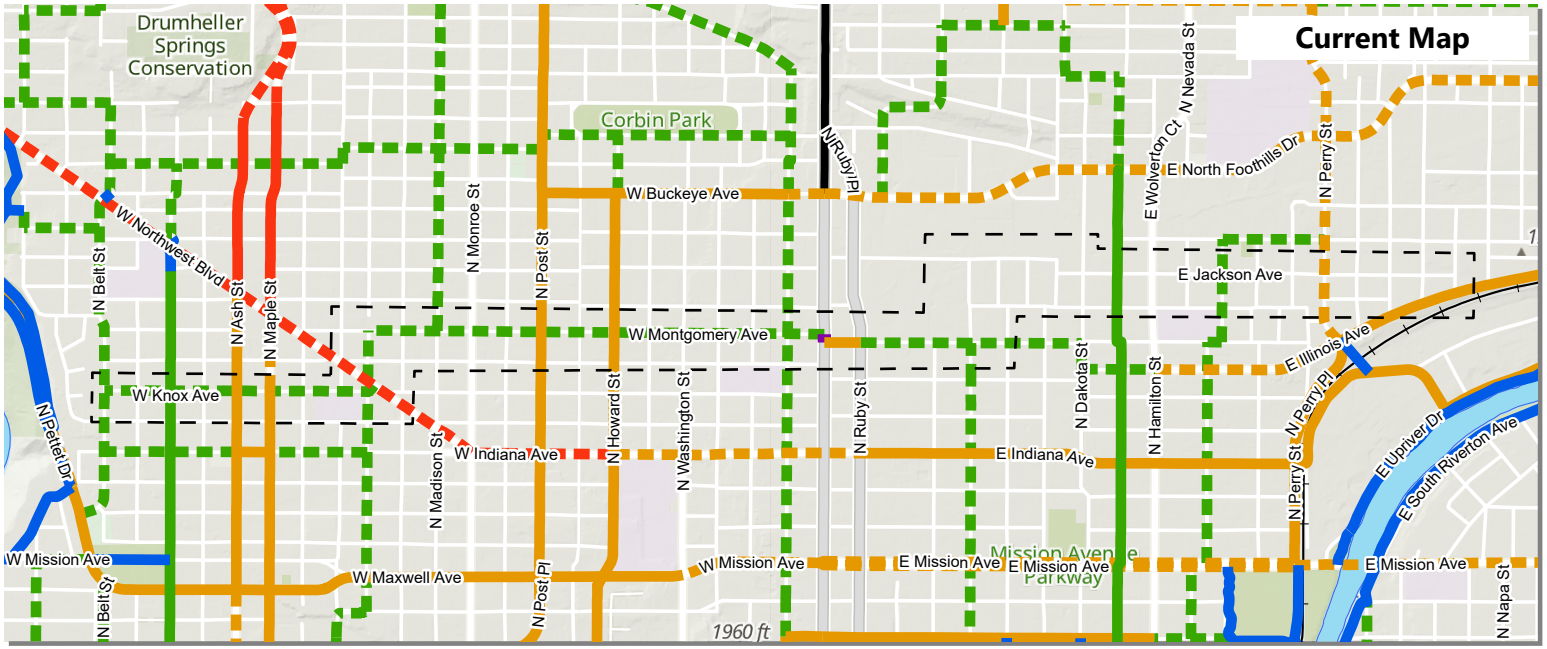
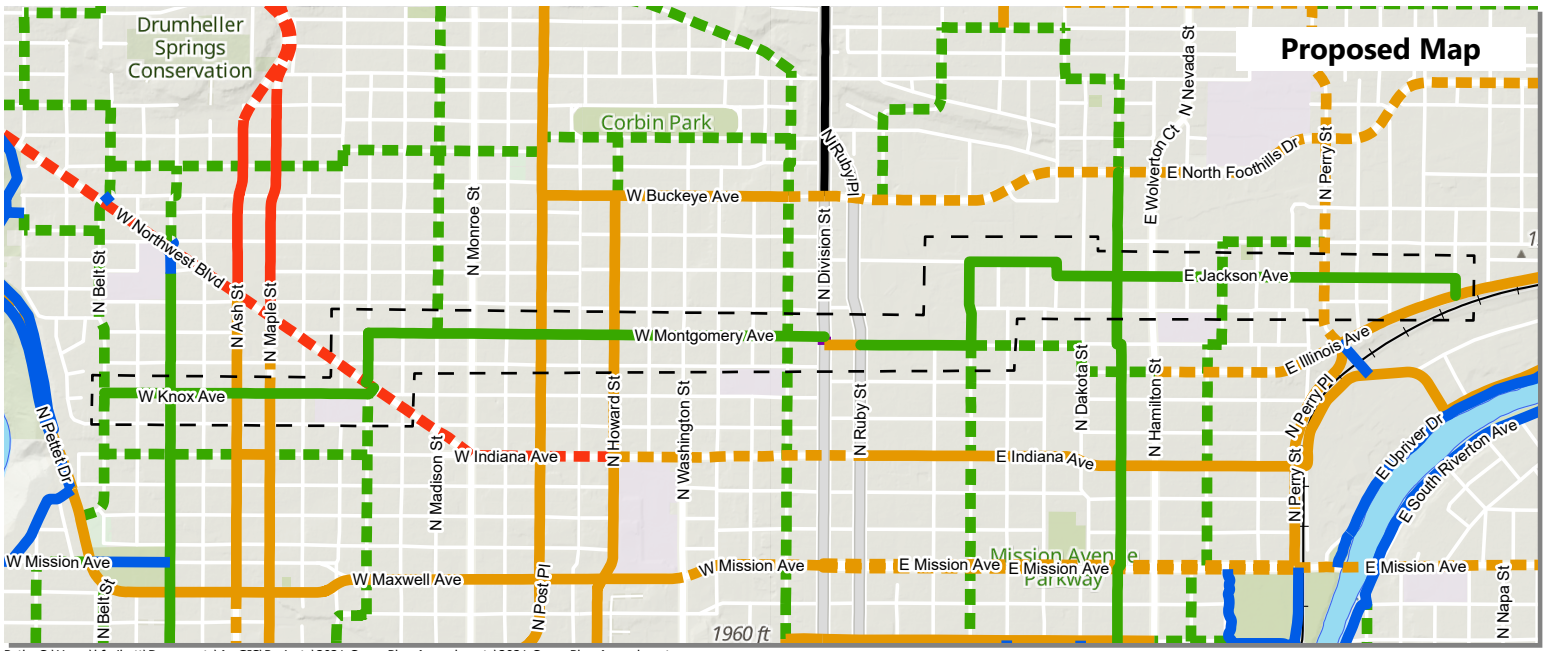




Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

Area of Proposed Change

City Limits

Future Bikeway Network

- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

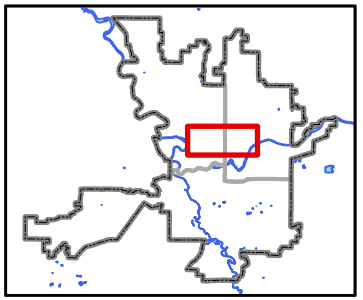
Length of Change: 3.2 Miles

N
W E
S

Drawing Scale: 1:25,000

0 0.13 0.25 0.5
Miles

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

Z21-022COMP: Bike Map Modification 11 (Map TR-5)

W Thorpe Rd (City Limits to W Westwood Ln) in the Grandview/Thorpe Neighborhood

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 2/26/2021

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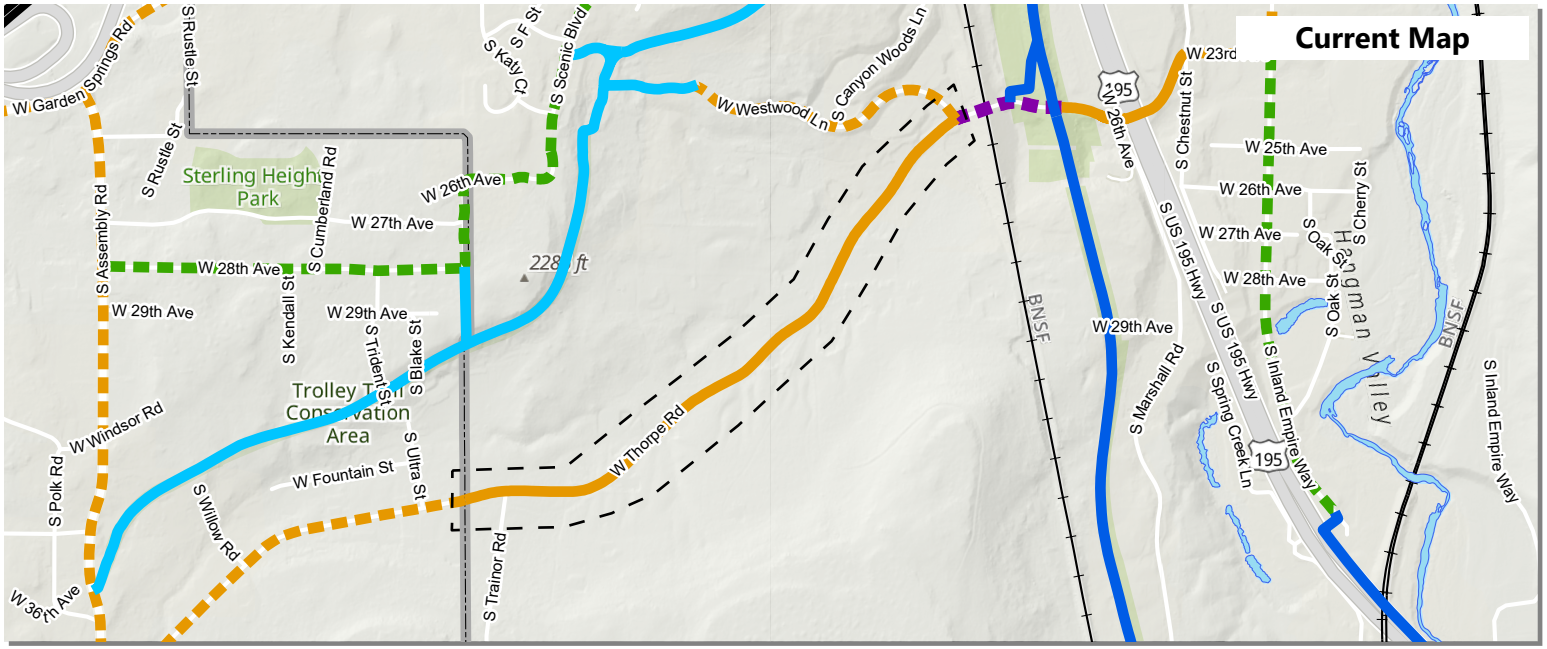
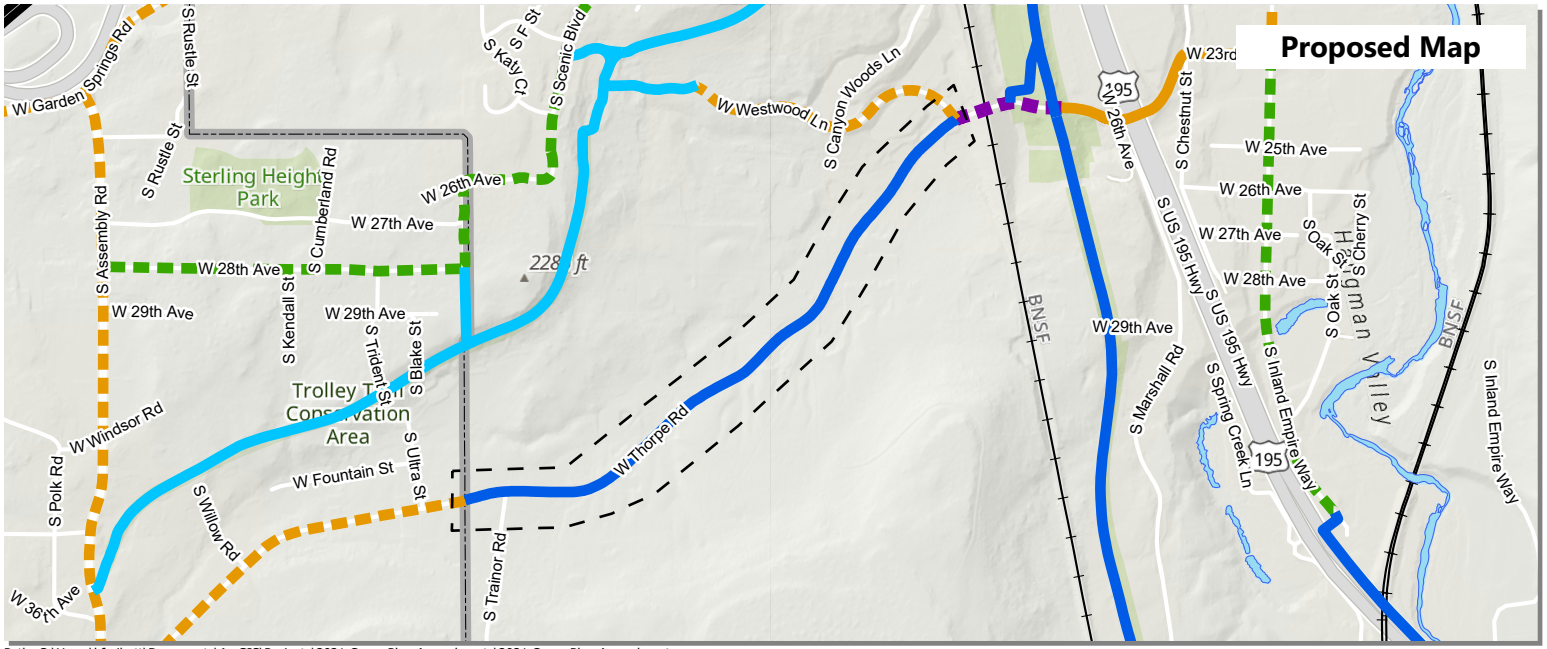




Area of Proposed Change

City Limits

Future Bikeway Network

- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

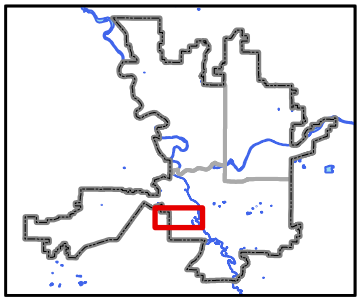
Length of Change: 0.9 Miles

N W E S

Drawing Scale: 1:17,000

0 500 1,000 2,000
Feet

PROJECT LOCATION



Neighborhood and Planning Services
Drawn By: Kevin Freibott

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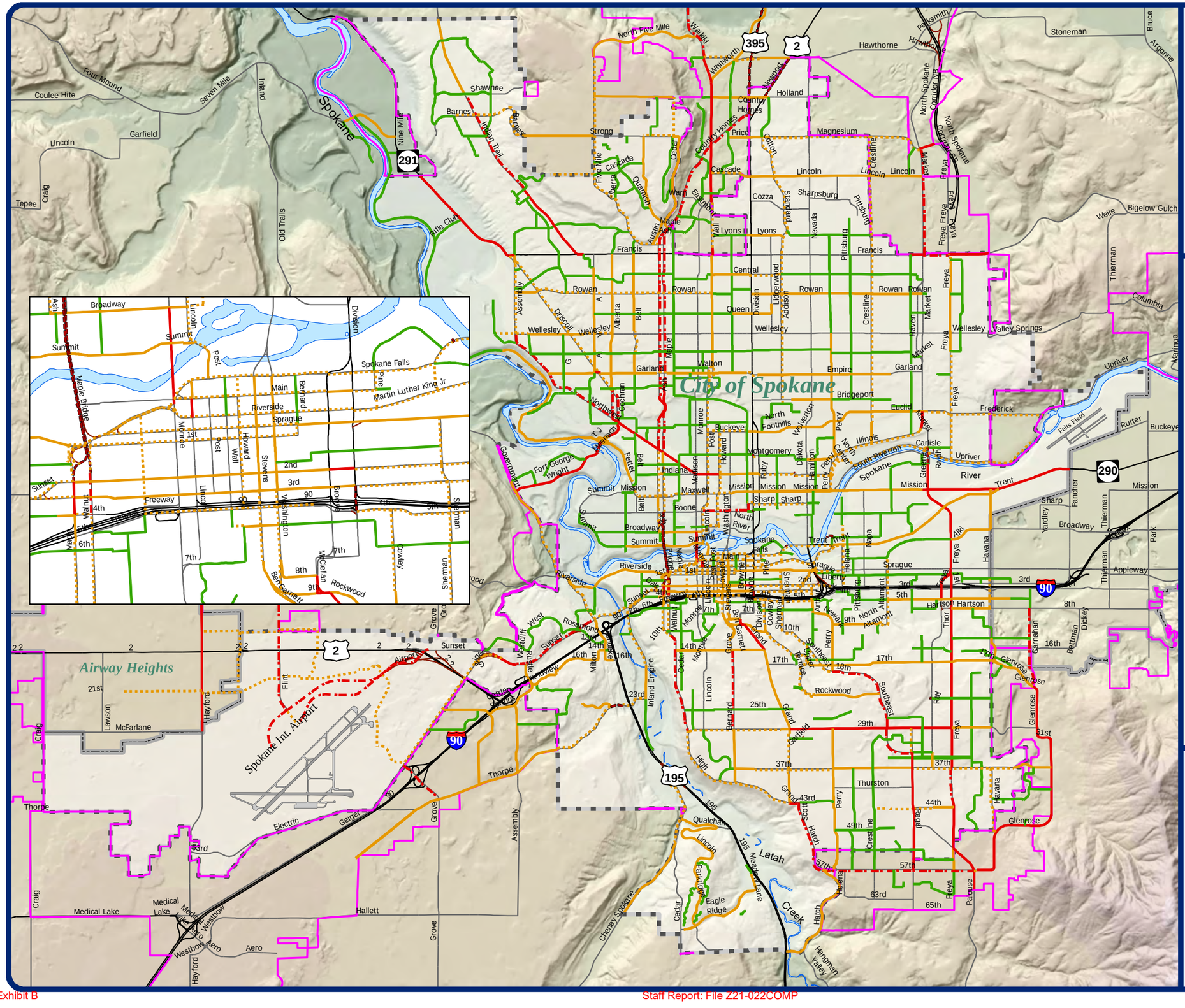
Proposed Bike Network Map

Map TR 5



Legend

Proposed Bike Network

- Closed to Bikes
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Bike Friendly Route
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

Base Map Layers

- County Adopted Urban Growth Area
- Municipal Boundary
- County Boundary
- Rivers
- State Routes
- Arterials
- Future North/ South Corridor

0.85 0.425 0 0.85 1.7 Miles

Source: GIS
Date: 01/2021

N W E S

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EXHIBIT C: Z21-022COMP

Department of Neighborhood and Planning Services

The following policies of the Comprehensive Plan relate to application Z21-022COMP. The full text of the Comprehensive Plan can be found at www.shapingspokane.org.

Chapter 4—Transportation

TR Goal B: Provide Transportation Choices

Meet mobility needs by providing facilities for transportation options – including walking, bicycling, public transportation, private vehicles, and other choices.

> **INTENT** The objective is to support the desires of the community to have transportation options by providing options for commuting, recreation and short trips using transit and active modes like walking and biking, as well as other choices such as rideshare, carpooling, taxi/for hire services, and private vehicles. Traditional transportation activities focus on the design and construction of facilities– yet travel behavior and mode choice are determined by a broader set of factors. The city shall continue to create new, and improve the existing multi-modal system, in order to accommodate the safe and efficient movement of all people. Effective transportation system management measures should be utilized to support safe and efficient travel for all users.

TR Goal C: Accommodate Access to Daily Needs and Priority Destinations

Promote land use patterns and construct transportation facilities and other urban features that advance Spokane's quality of life.

> **INTENT** Land use type, mix, intensity, and distribution - as a result of on-going development of the city - greatly influences travel choices and decisions on connectivity, placement and investments of transportation facilities. Harmonize the key relationship between the places where people live, work, learn, access essential services, play, and shop and their need to have access to these places. Transportation investments should help drive economic development, energize activity centers, provide greater food security for residents, and produce quality places/neighborhoods/communities that retain value through time. Creating prosperous and walkable neighborhoods that offer opportunities for people to meet and connect means thinking of streets as people places as much as vehicle spaces. Spokane recognizes that transportation needs and travel choices may change over time as new alternatives become available. Other modes become viable when land uses are planned in a way that connects to multiple travel options and the distance between daily needs are closer. Coordinating appropriate transportation options and land uses is important. Transportation facilities should be maintained and improved in a manner that equitably serves Spokane.

TR Goal F: Enhance Public Health & Safety

Promote healthy communities by providing and maintaining a safe transportation system with viable active mode options that provides for the needs of all travelers, particularly the most vulnerable users.

> **INTENT** Promote healthy communities in Spokane by implementing a transportation system that provides for the ability to reduce auto mode share, increases the number of active travelers and

transit riders of all ages and abilities, and improves safety in all neighborhoods. Work with the Spokane Regional Health District and other agencies to promote active lifestyles through educational and encouragement programs and safe and accessible routes for active travelers of all ages and abilities in all neighborhoods. Consider the needs of all roadway users when applying traffic calming measures. Implementing safety efforts should be done in a comprehensive manner to safeguard against shifting traffic problems from one neighborhood to another. Spokane will seek to improve safety through the use of supporting federal and state programs, documents, and policies such as: FHWA Towards Zero Deaths (TZD), the FHWA Highway Safety Improvement Program (HSIP), and Washington State Department of Transportation's (WSDOT) Target Zero: Strategic Highway Safety Plan. Spokane recognizes the importance of evaluating transportation projects using objective criteria to reflect community standards. An environmental justice approach strives to avoid decisions that can have a disproportionate adverse effect on the environmental and human health of traditionally underserved neighborhoods and vulnerable populations compared to the population as a whole.

TR 1 – Transportation Network For All Users

Design the transportation system to provide a complete transportation network for all users, maximizing innovation, access, choice, and options throughout the four seasons. Users include pedestrians, bicyclists, transit riders, and persons of all abilities, as well as freight, emergency vehicles, and motor vehicle drivers. Guidelines identified in the Complete Streets Ordinance and other adopted plans and ordinances direct that roads and pathways will be designed, operated, and maintained to accommodate and promote safe and convenient travel for all users while acknowledging that not all streets must provide the same type of travel experience. All streets must meet mandated accessibility standards. The network for each mode is outlined in the Master Bike Plan, Pedestrian Master Plan, Spokane Transit's Comprehensive Plan, and the Arterial Street map.

Key Actions

a. Make transportation decisions based upon the adopted policies, plans, design standards and guidelines, taking into consideration seasonal needs of users, system wide integration, and impacts on the relevant transportation planning decisions of neighboring jurisdictions.

b. Utilize relevant performance measures and adopted level of service standards to track the city's progress in developing the transportation network for all users.

c. Recognize and accommodate the special transportation needs of the elderly, children, and persons with disabilities in all aspects of, transportation planning, programming, and implementation.

i. Address the community's desire for a high level of accommodation for persons with disabilities by using the applicable and context sensitive local, state, or federal design standards in all projects within the city's right-of-way. City of Spokane Comprehensive Plan 4-20

ii. Implement the city's ADA Transition Plan, Pedestrian Plan and Bicycle Plan with a new focus on broader user groups

TR 5 – Active Transportation

Identify high-priority active transportation projects to carry on completion/ upgrades to the active transportation network.

Key Actions

a. Ensure that the pedestrian and bicycle networks provide direct connections between major activity centers and transit stops and stations.
b. The planning, design and construction of transportation projects should maintain or improve the accessibility and quality of existing and planned pedestrian and bicycle facilities.
c. Implement a network of low vehicle volume, bike-friendly routes throughout the city.
d. Support the development of a bike-share program within the city core.
e. Seek grant funding for projects and programs such as Safe Routes to School, Transportation Alternatives, and other active transportation initiatives.
f. Utilize the Bicycle Plan and the Pedestrian Plan to guide the location and type of bicycle and pedestrian facilities developed in Spokane to:
    i. Provide safe, attractive, convenient and quality pedestrian and bicycle linkages to transit stops and stations.
    ii. Provide safe, attractive, convenient and quality pedestrian and bicycle linkages between major activity areas where features that act as barriers prevent safe and convenient access.
    iii. Provide safe, attractive, convenient and quality pedestrian and bicycle facilities and an aesthetically pleasing environment on bridges.
    iv. Enhance the pedestrian and bicycle environment along routes to schools to provide a safe walking and riding environment for children. Means of accomplishing this include:
        - encouraging school routes not to cross arterials;
        - having user-activated signals at arterial intersections;
        - implementing safety patrols with traffic-control signs at busy intersections;
        - working with schools to promote walking groups; and
        - strengthening and enforcing pedestrian right-of-way laws.
    v. Enhance the pedestrian, bicycle and transit environment along routes to desirable destinations for seniors.
    vi. Enhance the pedestrian, bicycle and transit environment along routes in communities with a high percentage of underserved populations.
    vii. Provide safe bicycle and pedestrian access to city parks from surrounding neighborhoods.
g. Provide viable facilities for active transportation modes as alternatives to driving.
    i. Ensure gaps in the bicycle network are identified and prioritized to complete and expand the connected bicycle network.

ii. Ensure sidewalk gaps are not present and provide for safe pedestrian circulation within the city. Wherever possible, this should be in the form of sidewalks with a pedestrian buffer strip or other separation from the street.
iii. Use pedestrian safety strategies on high bicycle and pedestrian traffic corridors.
iv. Establish and maintain crosswalks at key locations where active transportation facilities cross collector and arterial roadways.

h. Provide secure parking for bicyclists at key destinations (i.e. Downtown, identified Centers and Corridors, schools and universities, community centers, key transit locations) and ensure future developments include bicycle parking on site that adheres to city-established design and siting standards.
i. Work with local and regional partners to implement the "Spokane County Wayfinding and Gateway Feature Placement & Design Plan".
j. Coordinate with other departments and partner agencies to combine related projects for the purpose of cost-sharing.

TR 6 – Commercial Center Access

Improve multi-modal transportation options to and within designated district centers, neighborhood centers, employment centers, corridors, and downtown as the regional center.

Key Actions

a. Maintain Street Design Standards and Guidelines to support pedestrian activity and pedestrian-supportive amenities such as shade trees, multimodal design, street furniture, and other similar amenities.

b. Maintain street design guidelines reflecting best practices to implement designs that effectively manage traffic flow within designated Centers and Corridors while ensuring designs correspond to and support local context.

c. Designate and develop neighborhood greenways and low vehicle volume bicycle routes that parallel major arterials through designated Centers and Corridors.

d. Establish and maintain bicycle parking guidelines and standards for Centers and Corridors to provide sufficient and appropriate short- and long-term bicycle parking.

e. Provide transit supportive features (e.g. sidewalks, curb ramps, transit benches, etc.) in support with STA

TR 9 – Promote Economic Opportunity

Focus on providing efficient and affordable multi-modal access to jobs, education, and workforce training to promote economic opportunity in the city's designated growth areas, develop "Great Streets" that enhance commerce and attract jobs.

Key Actions

a. Ensure street designs support business activity-and thus jobs creation-to ensure that travelers feel comfortable to stop and shop.

b. Coordinate closely with STA and area colleges and universities to provide convenient, cost-efficient transit service for students.

c. Use new technology when feasible to increase efficiency in all transportation modes, such as:

    i. Intelligent feedback to users;

    ii. Dynamic traffic signals;

    iii. Priority transit routes and signaling; and,

    iv. Information sharing about capacity.

d. Coordinate closely with STA to identify opportunities for service improvements in designated land use areas.

e. Coordinate with Visit Spokane and other relevant groups to support and promote bicycle tourism in the city and region.

f. Partner with business entities and organizations to educate them and their members on the economic benefits of transit and active transportation oriented development.

g. Implement the city's bicycle master plan for improved city-wide mobility.

TR 20 – Bicycle/Pedestrian Coordination

Coordinate bicycle and pedestrian planning to ensure that projects are developed to meet the safety and access needs of all users.

Key Actions

a. Coordinate City of Spokane departments and other agencies to efficiently provide transportation alternatives and facilitate the accomplishment of the city's transportation priorities.
b. Incorporate bicycle/pedestrian facilities as early as possible into development and roadway plans to reduce costs and take advantage of cooperative opportunities.
c. Seek funding sources for active transportation projects.
d. Maintain Street Design Standards and Guidelines to ensure that public and private developments meet a variety of transportation needs. Refer to national references (such as NACTO) for facilities design when updating the standards and guidelines.
e. Develop transportation-related educational programs for both nonmotorized and motorized transportation users.
f. Consistently update and implement the pedestrian and bicycle master plans for active transportation users.

General Application

Rev.20180104

DESCRIPTION OF PROPOSAL

Map amendments to the Bicycle Master Plan Map TR-5 in order to show newly-built bikeways and to reflect minor adjustments to planned bikeways.

Address of Site Proposal *(if not yet assigned, obtain address from Public Works before submitting application)*:

Multiple locations and street segments. Please see attached list.

APPLICANT

Name: City of Spokane Department of Integrated Capital Management

Address: 808 W. Spokane Falls Blvd.

Phone: _____ Email: _____

PROPERTY OWNER

Name: City of Spokane Public Right-of-Way

Address: 808 W. Spokane Falls Blvd.

Phone: _____ Email: _____

CONTACT

Name: Colin Quinn-Hurst, Assistant Planner

Address: Neighborhood and Planning Services, Rm. 610, 808 W. Spokane Falls Blvd.

Phone: (509) 625-6804 Email: cquinnhurst@spokanecity.org

Assessor's Parcel Numbers: Various Public Right-of-Ways

Legal Description of Site: _____

Size of Property: Various

List Specific Permits Requested in this Application: Adjustments to Map BMP 2 (Map TR 5).

SUBMITTED BY:

X Applicant □ Property Owner □ Property Purchaser □ Agent

In the case of discretionary permits (administrative, hearing examiner, landmarks commission or plan commission), if the applicant is not the property owner, the owner must provide the following acknowledgement:

I, Not Applicable , owner of the above-described property, do hereby authorize Not Applicable to represent me and my interests in all matters regarding this application.

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this _____day of _____ , 20____ , before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

Not Applicable

Notary Public in and for the State of Washington, residing at

Comprehensive Plan Amendments: Bicycle Master Plan Map TR-5 Adjustments - 2021

Updates to Map BMP 2 (Map TR-5) - Future Bike Network

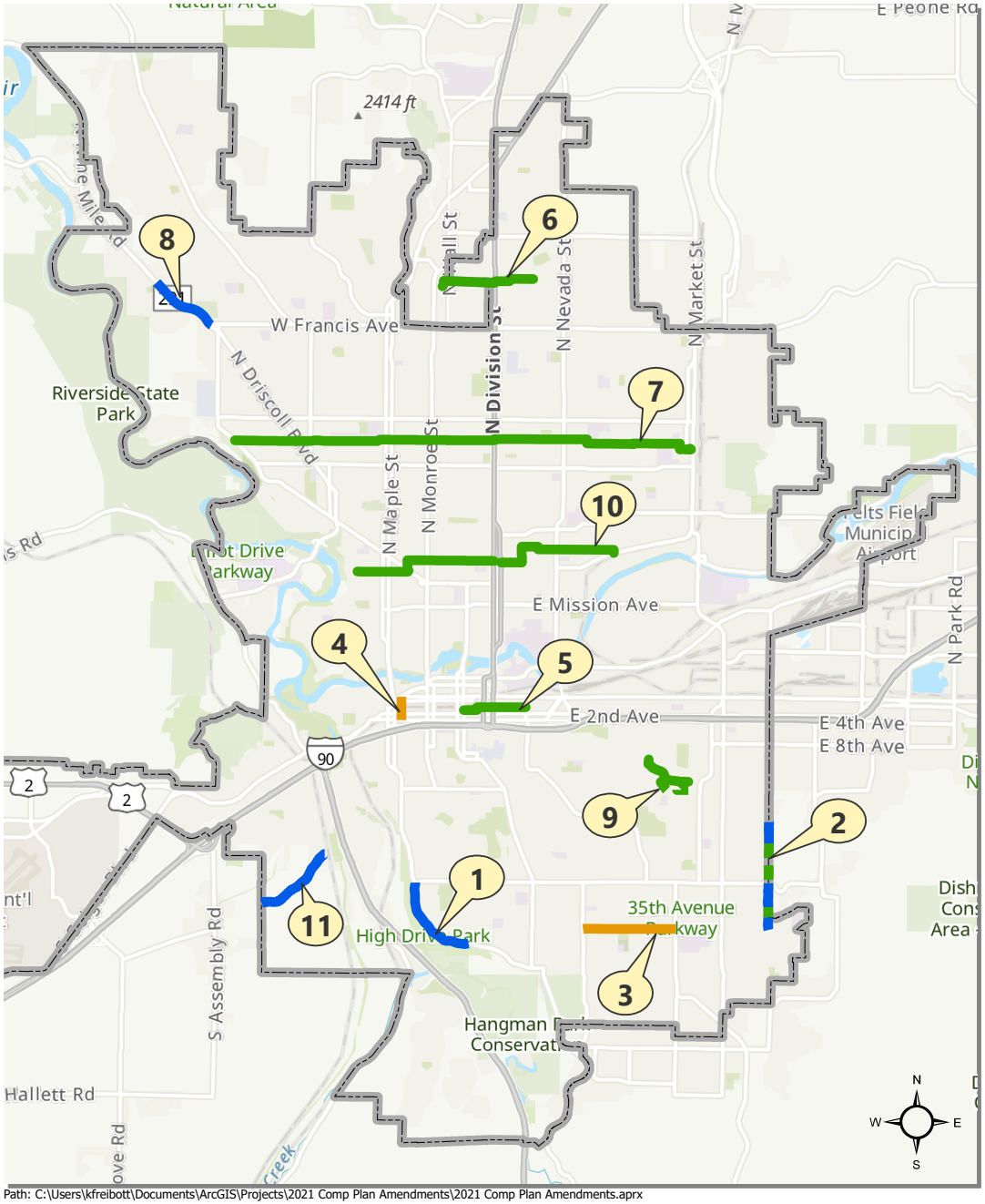
	Street	From	To	Description
1	High Drive	21st	29th	Remove shared-use path designation
2	Havana	Dearborn	19th	Shift from soft-surface to shared-use
3	Havana	29th	37th	Shift from soft-surface to shared-use
4	37th Ave	Perry	Regal	Change to bike lanes
5	Cedar	3rd	Riverside	Add as bike lanes
6	Pacific Ave	Howard	Sherman	Update to Neighborhood Greenway
7	Rhoades-Weile	Post	Standard	Add as Neighborhood Greenway
8	Longfellow Ave	NW Blvd.	Market	Add Neighborhood Greenway
9	9 Mile Rd.	Francis	Rifle Club	Add shared-use path designation
10	Altamont Circle	Fiske	9th Ave.	Extend Neighborhood Greenway on Altamont Circle to Benn Burr Trail off 9th Ave, link Neighborhood Greenway to Fiske on 12th instead of 12th, shift Mt. Vernon to Bike-Friendly Route
11	Jackson-Montgomery-Knox Greenway	Pittsburg	Belt	Upgrade designation to neighborhood greenway on Montgomery and Knox from Belt to Astor, add Jackson from Pittsburg to Astor as neighborhood greenway
12	Thorpe Rd.	Westwood Ln.	Trainor Rd.	Update from bike lane to pathway

Z21-022COMP: Overview of Changes to Bike Map (Map TR-5)

Drawn: 2/26/2021

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.

2020/2021 Comprehensive Plan Amendment Proposals



Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

Mod	Name	Description
1	W High Dr	Remove shared-use path designation, retain bike lane.
2	S Harvard St	Change soft-surface path portions to shared-use path.
3	E 37th Ave	Change shared street to bike lanes.
4	S Cedar St	Add bike lanes.
5	Pacific Ave	Change bike-friendly route to neighborhood greenway.
6	Weile & Rhoades Ave	New neighborhood greenway.
7	Longfellow Ave	Change bike-friendly route to neighborhood greenway.
8	W Nine Mile Falls	Change shared street to shared use path.
9	Altamont Circle (Various Streets)	Modification of existing neighborhood greenway route.
10	Jackson-Montgomer-Knox Greenway	Change bike-friendly route to neighborhood greenway, add new sections on E Jackson Ave.
11	W Thorpe Rd	Change bike lanes to shared use path.

Bicycle Facility Types

- Bike Friendly Route
- Closed to Bike
- Difficult Connection
- High Traffic (Bike Lane)
- High Traffic (Shared)
- Moderate Traffic (Bike Lane)
- Moderate Traffic (Shared)
- Neighborhood Greenway
- Shared Use Path
- Soft Surface Path

0 1 2 4
Miles

Drawing Scale: 1:120,000

Neighborhood and Planning Services
Drawn By: Kevin Freibott

State Environmental Policy Act (SEPA)
ENVIRONMENTAL CHECKLIST
File No. Z21-022COMP

PLEASE READ CAREFULLY BEFORE COMPLETING THE CHECKLIST!

Purpose of Checklist:

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals:
Complete this checklist for nonproject proposals, even though questions may be answered "*does not apply*."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

A. BACKGROUND

1. Name of proposed project: City of Spokane Comprehensive Plan Map Amendments to Bicycle Master Plan Map TR-5
2. Applicant: City of Spokane
3. Address: 808 W. Spokane Falls Blvd.
   City/State/Zip: Spokane, WA 99201 Phone: 509-625-6804
   Agent or Primary Contact: Colin Quinn-Hurst
   Address: 808 W. Spokane Falls Blvd.
   City/State/Zip: Spokane, WA 99201 Phone: 509-625-6804
   Location of Project: Various Locations Citywide
   Address:
   Section: Quarter: Township: Range:
   Tax Parcel Number(s)
4. Date checklist prepared: 3/22/2021
5. Agency requesting checklist: City of Spokane, Washington
6. Proposed timing or schedule (including phasing, if applicable): A Plan Commission hearing on this proposal will be requested to be held in the third quarter of 2021. Then the Plan Commission will make a recommendation to the City Council. Then the amendments must be approved by City Council and signed by the Mayor if they are to be adopted. The projects call for by the Bicycle Master Plan may be implemented over the course of the next 20 years.

7. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. Yes, minor updates are anticipated on an annual basis as City projects and private developments alter land use and transportation patters. A broader, comprehensive review of the Bicycle Master Plan is anticipated as part of the City of Spokane Comprehensive Plan update, due to be completed by 2025.

   b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain. Most of the facilities involved in this proposal are within City rights-of-way or are on or adjacent to land owned by the City of Spokane

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. None that is directly related to this proposal. The Six-Year

Comprehensive Program for Streets have associated SEPA Checklists adopted with the program on an annual basis. They are available upon request. At the time of this checklist no technical reports are required or expected as a result of this proposal.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. None. _____

10. List any government approvals or permits that will be needed for your proposal, if known. The proposed amendments to the City of Spokane Comprehensive Plan require approval of the Spokane City Council and Mayor. For any new construction projects involving proposals within the Bicycle Master Plan, proper permits will need to be obtained.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. This proposed amendment would amend the Bicycle Master Plan in Map TR-5 of the Comprehensive Plan, to acknowledge minor adjustments to the routing and designations of planned bikeways. Individual facilities will be added with future construction projects where a particular roadway is widened or reconstructed, street signs or on-street markings are added, or new off-street paths are constructed, depending on the type of facility designated on the map.

12. Location of the proposal: Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist. Affected facilities are located in the City of Spokane and within its Urban Growth Area.

13. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? The General Sewer Service Area? The Priority Sewer Service Area? The City of Spokane? (See: Spokane County's ASA Overlay Zone Atlas for boundaries.) Yes, all of the above. _____

_____

_____

14. The following questions supplement Part A.

a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)

(1) Describe any systems, other than those designed for the disposal of sanitary waste installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities). Not applicable, this is a non-project action. Appropriate disposal of stormwater will be addressed for new projects at the time of construction.

(2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored? Not applicable, this is a non-project action.

(3) What protective measures will be taken to insure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems. Not applicable, this is a non-project action. Bicycle lanes and other facilities will be analyzed for their consistence with the City of Spokane Critical Aquifer Recharge Area Aquifer Protection Code, Chapter 17E.010 SMC, as well as other local, state and federal regulations, per Spokane Municipal Code requirements.

(4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater? Not applicable, this is a non-project action. Storage, handling and use will be addressed when each project is designed and constructed.

b. Stormwater

(1) What are the depths on the site to groundwater and to bedrock (if known)? The depth to groundwater varies, depending on location within the Urban Growth Area.

(2) Will stormwater be discharged into the ground? If so, describe any potential impacts. Not applicable, this is a non-project action.

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (check one):

☐ Flat ☐ Rolling ☐ Hilly ☐ Steep slopes ☐ Mountainous

Other: Varies.

b. What is the steepest slope on the site (approximate percent slope)?

Varies.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

Varies.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

Not applicable. This is a non-project action.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill:

Not applicable. This is a non-project action.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Not applicable. This is a non-project action.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt, or buildings)?

Not applicable. This is a non-project action.

h. Proposed measures to reduce or control erosion or other impacts to the earth, if any:

Not applicable. This is a non-project action.

2. Air

a. What type of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.
Not applicable. This is a non-project action.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.
Not applicable. This is a non-project action.

c. Proposed measures to reduce or control emissions or other impacts to air, if any:
Not applicable. This is a non-project action.

3. Water

a. SURFACE WATER:

(1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.
Not applicable. This is a non-project action.

(2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.
Not applicable. This is a non-project action.

(3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Not applicable. This is a non-project action.

(4) Will the proposal require surface water withdrawals or diversions? If yes, give general description, purpose, and approximate quantities if known.

Not applicable. This is a non-project action.

(5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

Not applicable. This is a non-project action.

(6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

Not applicable. This is a non-project action.

b. GROUNDWATER:

(1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.
Not applicable. This is a non-project action.

(2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals…; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.
Not applicable. This is a non-project action.

c. WATER RUNOFF (INCLUDING STORMWATER):

(1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.
Not applicable. This is a non-project action.

(2) Could waste materials enter ground or surface waters? If so, generally describe.

Not applicable. This is a non-project action.

(3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

Not applicable. This is a non-project action.

d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water, and drainage patter impacts, if any.
Not applicable. This is a non-project action.

4. Plants

a. Check the type of vegetation found on the site: Not applicable. This is a non-project action.

Deciduous tree: ☐ alder ☐ maple ☐ aspen

Other: _____

Evergreen tree: ☐ fir ☐ cedar ☐ pine

Other: _____

☐ Shrubs ☐ Grass ☐ Pasture ☐ Crop or grain

☐ Orchards, vineyards or other permanent crops

Wet soil plants: ☐ cattail ☐ buttercup ☐ bullrush ☐ skunk cabbage

Other: _____

Water plants: ☐ water lily ☐ eelgrass ☐ milfoil

Other: _____

Other types of vegetation: _____

b. What kind and amount of vegetation will be removed or altered?

Not applicable. This is a non-project action.

c. List threatened and endangered species known to be on or near the site.

Not applicable. This is a non-project action.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Not applicable. This is a non-project action.

e. List all noxious weeds and invasive species known to be on or near the site.

Not applicable. This is a non-project action.

5. Animals

a. Check *and* List any birds and other animals which have been observed on or near the site or are known to be on or near the site: Not applicable. This is a non-project action.

Birds: ☐ hawk ☐ heron ☐ eagle ☐ songbirds

Other: Not applicable. This is a non-project action. _____

Mammals: ☐ deer ☐ bear ☐ elk ☐ beaver

Other: Not applicable. This is a non-project action. _____

Fish: ☐ bass ☐ salmon ☐ trout ☐ herring ☐ shellfish

Other: Not applicable. This is a non-project action. _____

Other (*not* listed in above categories): Not applicable. This is a non-project action. _____

b. List any threatened or endangered animal species known to be on or near the site.

Not applicable. This is a non-project action.

c. Is the site part of a migration route? If so, explain.

Not applicable. This is a non-project action.

d. Proposed measures to preserve or enhance wildlife, if any:

Not applicable. This is a non-project action.

e. List any invasive animal species known to be on or near the site.

Not applicable. This is a non-project action.

6. Energy and natural resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Future bicycle infrastructure that includes lighting would require electrical energy in limited amounts. No other energy sources are expected to be required.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

No. Bicycle facilities typically are at ground-level and do not include structures that could shade solar power generation.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

Not applicable. This is a non-project action.

7. Environmental health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe. _

Not applicable. This is a non-project action.

(1) Describe any known or possible contamination at the site from present or past uses.

Not applicable. This is a non-project action.

(2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

Not applicable. This is a non-project action.

(3) Describe any toxic or hazardous chemicals/conditions that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

Not applicable. This is a non-project action.

(4) Describe special emergency services that might be required.

Not applicable. This is a non-project action.

(5) Proposed measures to reduce or control environmental health hazards, if any:

Not applicable. This is a non-project action.

b. NOISE:

(1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Most bicycle facilities are located on or near roadways, subject to typical street noise.

(2) of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Typical pedestrian and bicycle traffic noises, largely limited to conversation and similar noise.

(3) Proposed measure to reduce or control noise impacts, if any:

Noise generated during construction or use of bicycle facilities would by restricted by Spokane Municipal Code Chapter 10.08D Noise Control.

8. Land and shoreline use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

Bicycle facilities are to be located mostly on city rights-of-way that contain streets and sidewalks. Adjacent land uses are of all types, including residential, commercial, industrial and open space uses.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

No, the project sites have not been used as working farmlands or working forest lands.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

Not applicable, this is a non-project action.

c. Describe any structures on the site.

Sites designated for bicycle infrastructure by nature are from structures.

d. Will any structures be demolished? If so, which?

None are expected to be demolished (see "c" above).

e. What is the current zoning classification of the site?

Zoning varies, based on the adjacent land use. See answer "a" above.

f. What is the current comprehensive plan designation of the site?

Land Use designation varies.

g. If applicable, what is the current shoreline master program designation of the site?

Some bicycle facilities designated on map TR-5 lie within shoreline designations. Future development of bicycle infrastructure in those locations is subject to City of Spokane Shoreline Regulations as defined in Section 17E.060.290 Shoreline Substantial Development Permit.

h. Has any part of the site been classified as a critical area by the city or the county? If so, specify.

Not applicable, this is a non-project action.

i. Approximately how many people would reside or work in the completed project?

None. Bicycle facilities do not typically employ persons.

j. Approximately how many people would the completed project displace?

None, as no structures would be demolished and projects are usually restricted to City rights-of-way.

k. Proposed measures to avoid or reduce displacement impacts, if any:

None.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

None.

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

None are required.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

None.

b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing.

None.

c. Proposed measures to reduce or control housing impacts, if any:

None.

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Typical bicycle facilities are located at ground level. Some signage or lighting could be installed above ground but would be limited in height, subject to the requirements of the SMC.

b. What views in the immediate vicinity would be altered or obstructed?

None.

c. Proposed measures to reduce or control aesthetic impacts, if any:

None.

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Lighting may be installed that provides for the light necessary to provide for safe use of the facilities. This lighting would operate from dusk to dawn in most cases.

b. Could light or glare from the finished project be a safety hazard or interfere with views? No, subject to the requirements of the relevant SMC Title 17C, Section 17C.160.020 and Section 17C.160.030.

c. What existing off-site sources of light or glare may affect your proposal?

None.

d. Proposed measures to reduce or control light and glare impacts, if any:

None.

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?
Various parks and recreation facilities.

b. Would the proposed project displace any existing recreational uses? If so, describe.
No. The proposed improvements are themselves recreational uses.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:
None.

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the sited that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.
None.

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.
None know. Future construction is subject to SMC requirements for the discovery and protection of these resources.

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archaeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.
None known. Future construction is subject to SMC requirements for the discovery and protection of these resources.

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required
None known. Future construction is subject to SMC requirements for the discovery and protection of these resources.

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.
Various.

b. Is site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop
Yes, by various stops and routes.

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?
None and none.

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).
Bicycle facilities called for in the proposal are typically located on streets and pedestrian/bicycle facilities. As such, the proposal calls directly for improvement to these resources.

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe.
No.

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and non-passenger vehicles). What data or transportation models were used to make these estimates?

None.

(*Note: to assist in review and if known, indicate vehicle trips during PM peak, AM Peak, and Weekday (24 hours).)*

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, general describe.

Not applicable, this is a non-project action.

h. Proposed measures to reduce or control transportation impacts, if any:

None.

15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.
No, as the proposal generates no new residents or employees in the City.

b. Proposed measures to reduce or control direct impacts on public services, if any:
None.

16. Utilities

a. Check utilities currently available at the site: Varies.

☐ electricity

☐ natural gas

☐ water

☐ refuse service

☐ telephone

☐ sanitary sewer

☐ septic system

Other: _____

_____

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed:

Varies. In some cases, lighting may be installed that requires electrical energy.

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the *agency* must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: 3/22/2021 Signature: Colin Quinn-Hurst

Please Print or Type:

Proponent: City of Spokane Address: 801 W. Spokane Falls Blvd.

Phone: 509-625-6804

Person completing form (if different from proponent): Colin Quinn-Hurst

Phone: 509-625-6804 Address: 808 W. Spokane Falls Blvd. Spokane, WA 99201

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: Kevin Freibott

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- ☑ A. there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- ☐ B. probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- ☐ C. there are probable significant adverse environmental impacts and recommends a Determination of Significance.

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(Do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise? The proposal would not directly increase any of these elements, save for the use of typical hazardous substances for construction and generating typical noise related to construction. This is commensurate with similar construction projects and would be temporary in nature and consistent with Spokane Municipal Code requirements. As part of the Bicycle Master Plan the proposed routes are intended to offset automobile traffic and encourage non-motorized transportation, with a net benefit to air quality and a net reduction in harmful emissions.

   Proposed measures to avoid or reduce such increases are: The City Senior Traffic Planning Engineer would evaluate impacts at the time that specific improvements are design to ensure that the addition of bicycle facilities does not unintentionally lead to auto traffic congestion.

2. How would the proposal be likely to affect plants, animals, fish or marine life? Most of the proposed projects would likely not affect plants, animals, fish or marine life. For any project requiring a newly constructed path or wider roadway, an environmental review would take place to evaluate these impacts consistent with Spokane Municipal Code 17E.050.

   Proposed measures to protect or conserve plants, animals, fish or marine life are: Environmental review of projects at the time of construction engineering and permitting would ensure that each bike project would enact measures to protect and conserve plants, animals, fish and marine life that are affected.

3. How would the proposal be likely to deplete energy or natural resources? The proposal promotes bicycling as a utilitarian transportation option, reducing or mitigating the growth of overall motorized travel in the vicinity of these projects, with a commensurate reduction in fossil fuel use. In cases where

lighting is installed as a component of constructed projects, minor amounts of electrical energy would be required.

Proposed measures to protect or conserve energy and natural resources are: None required.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands? This proposed Comprehensive Plan amendments will not directly affect environmentally sensitive areas. Full implementation of the Bicycle Master Plan will promote access to some parks, wilderness, rivers, historic or cultural sites, etc. New construction will be subject to the Shoreline and critical area standards of the Spokane Municipal Code.

   Proposed measures to protect such resources or to avoid or reduce impacts are: Specific measures as required would be carried out in the construction of projects that could affect these resources, including the possible use of permeable surfaces, to be determined during the design and permitting stage of any proposed improvements. Path placement and road adjustments would be sensitive to the preservation of parks, rivers, threatened or endangered species habitat, historic or cultural siges, wetlands, flood plains or prime farmlands.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans? Projects implementing the plan that are constructed under the proposed amendments are required to meet the development regulations adopted under the Comprehensive Plan and, where applicable, shoreline development standards.

   Proposed measures to avoid or reduce shoreline and land use impacts are: No additional measures are proposed.

6. How would the proposal be likely to increase demands on transportation or public services and utilities? The proposal incrementally enhances a transportation system that supports non-motorized transportation options by adding or altering planned bikeways in about 12 locations. As such, the projects described by the proposal are expected to ultimately reduce the demand on existing transportation infrastructure and public services.

   Proposed measures to reduce or respond to such demand(s) are: None.

7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment. The proposal would not conflict with local, state or federal laws or requirements for the protection of the environment.

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the *agency* may withdraw any Determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: March 22, 2021 Signature: Colin Quinn-Hurst

Please Print or Type:

Proponent: City of Spokane Address: 808 W. Spokane Falls Blvd.

Phone: 509-625-6804 Spokane, WA 99201-3329

Person completing form (if different from proponent): Colin Quinn-Hurst

Phone: 509-625-6804 Address: 808 W. Spokane Falls Blvd.

Spokane, WA 99201-3329

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: Kevin Freibott

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

A. ☑ there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.

B. ☐ probable significant adverse impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.

C. ☐ there are probable significant adverse environmental impacts and recommends a Determination of Significance.

NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(S): Z21-022COMP

PROPONENT: City of Spokane

DESCRIPTION OF PROPOSAL: Amendment of Map TR-5, "Proposed Bike Network Map", of Chapter 4, Transportation, of the Comprehensive Plan to modify the proposed bike network in various locations throughout the City. Map TR-5 identifies the proposed future bike facilities expected to be constructed during the lifetime of the Comprehensive Plan. No specific development proposal is being approved at this time.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: Various public rights-of-way throughout the City.

LEAD AGENCY: City of Spokane

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

[ ] There is no comment period for this DNS.

[ ] This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.

[X] This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). Comments regarding this DNS must be submitted no later than 5 p.m. on October 12, 2021 if they are intended to alter the DNS.

****

Responsible Official: Louis Meuler

Position/Title: Interim Director, Planning Services **Phone:** (509) 625-6300

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201

Date Issued: September 28, 2021 **Signature:** Louis Meuler (Sep 16, 2021 14:21 PDT)

****

APPEAL OF THIS DETERMINATION, after it has become final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane WA 99201. The appeal deadline is Noon on October 19, 2021 (21 days from the date of the signing of this DNS). This appeal must be on forms provided by the Responsible Official, make specific factual objections, and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

****

2020/2021 Comprehensive Plan Amendments

PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON COMPREHENSIVE PLAN AMENDMENT

FILE Z21-022COMP

A Recommendation of the Spokane Plan Commission to the City Council to APPROVE the Comprehensive Plan Amendment application seeking to amend the Map TR5 in Chapter 4 of the Comprehensive Plan for bicycle facilities for various public rights-of-way citywide.

FINDINGS OF FACT:

A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA).

B. Under GMA, comprehensive plans generally may be amended no more frequently than once a year, and all amendment proposals must be considered concurrently in order to evaluate for their cumulative effect.

C. Amendment application Z21-022COMP (the "Application") was submitted in a timely manner for review during the City's 2020/2021 amendment cycle.

D. The Application seeks to amend Map TR5 in Chapter 4 of the Comprehensive Plan to update and keep current planned bikeway facility designations.

E. The proposal seeks to update future facility designations for segments of the planned bikeway network to be consistent with available right-of-way, engineering assessment, neighborhood plans and proposals, and community feedback.

F. Annual amendment applications were subject to a threshold review process to determine whether the applications will be included in the City's Annual Comprehensive Plan Amendment Work Program.

G. On February 17, 2021, an Ad Hoc City Council Committee reviewed the applications that had been timely submitted and forwarded its recommendation to City Council regarding the applications.

H. On April 26, 2021, the City Council adopted Resolution RES 2021-0023 establishing the 2021 Comprehensive Plan Amendment Work Program and included the Application in the Work Program.

I. Thereafter, on May 19, 2021, staff requested comments from agencies, departments, and neighborhood councils. The City received two comment letters, from City of Spokane Streets Department and the Community Assembly representative from North Indian Trail.

J. On May 20, 2021, the Land Use Subcommittee of the Community Assembly received a presentation regarding the 2020 Comprehensive Plan Amendment Work Program, including the Application.

K. A Notice of Application was published on June 21, 2021 in the Spokesman Review and was mailed to all properties and owners within a 400-foot radius of the subject Properties and any adjacent

properties with the same ownership. Signs were also placed on the subject Properties in plain view of the public. The Notice of Application initiated a 60-day public comment period from June 21 to August 20, 2021, during which no comments were received.

L. On July 28, 2021, the Spokane City Plan Commission held a workshop to study the Application.

M. On August 5, 2021, the Community Assembly received a presentation regarding the 2021 Comprehensive Plan Amendment Work Program and the Application and was provided with information regarding the dates of Plan Commission workshops and hearings.

N. On September 20, 2021, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to the Comprehensive Plan.

O. On September 26 and October 6, 2021, notice was published in the Spokesman Review providing notice of a SEPA Determination of Non-Significance and notice of the Plan Commission Public Hearing.

P. On September 28, 2021, staff published a report addressing SEPA and providing staff's analysis of the merits of the Application, copies of which were circulated as prescribed by SMC 17G.020.060B.8. Staff's analysis of the Application recommended approval of the Application.

Q. On September 29, 2021, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were issued for the Application. The deadline to appeal the SEPA determination was September 14, 2020. No comments on the SEPA determination were received.

    1. Notice of the SEPA Determination for the Application was published in the Official Gazette on September 29 and October 6, 2021.

R. On September 29, 2021, Notice of Public Hearing and SEPA Determination was posted on the Property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four-hundred-foot radius of any portion of the boundary of the subject Properties.

S. On October 13, 2021, the Plan Commission held a public hearing on the Application, including the taking of verbal testimony, closed the verbal record, closed the written record as of Monday, October 25, and postponing deliberations until the following hearing date.

    1. No public testimony was provided at the hearing.

T. On October 27, 2021, the Plan Commission conducted its deliberations on this application and voted to recommend the City Council approve this application.

U. As a result of the City's efforts, pursuant to the requirements of SMC 17G.020.070, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to do so.

V. Except as otherwise indicated herein, the Plan Commission adopts the findings and analysis set forth in the Staff Report prepared for the Application (the "Staff Report").

W. The Plan Commission finds that the proposal meets the intent and requirements of the Comprehensive Plan, most specifically policies TR 1—Transportation Network for All Users; TR 5 – Active Transportation; and TR 7—Neighborhood Access.

X. The Plan Commission finds that the proposal meets the decision criteria established by SMC 17G.020.030, as described in the Staff Report.

CONCLUSIONS:

Based upon the application materials, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), SEPA review, agency and public comments received, and public testimony presented regarding application File No. Z21-022COMP, the Plan Commission makes the following conclusions with respect to the review criteria outlined in SMC 17G.020.030:

1. The Application was submitted in a timely manner and added to the 2021 Annual Comprehensive Plan Amendment Work Program, and the final review application was submitted as provided in SMC 17G.020.050(D).

2. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.

3. The Application is consistent with the goals and purposes of GMA.

4. Any potential infrastructure implications associated with the Application will either be mitigated through projects reflected in the City's relevant six-year capital improvement plans or through enforcement of the City's development regulations at time of development.

5. As outlined in above in the Findings of Fact, the Application is internally consistent as it pertains to the Comprehensive Plan, as described in SMC 17G.020.030.E.

6. The Application is consistent with the Countywide Planning Policies for Spokane County, the comprehensive plans of neighboring jurisdictions, applicable capital facilities plans, the regional transportation plan, and official population growth forecasts.

7. The Application has been considered simultaneously with the other proposals included in the 2021 Annual Comprehensive Plan Amendment Work Program in order to evaluate the cumulative effect of all the proposals.

8. SEPA review was completed for the Application.

9. The Application will not adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

10. The Application proposes a land use designation that is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.).

11. The proposed map amendment and site is suitable for the proposed designation.

12. The map amendment would implement applicable comprehensive plan policies better than the current map designation.

RECOMMENDATIONS:

In the matter of Z21-022COMP, a request by the City of Spokane to amend Map TR5 in Chapter 4 of the Comprehensive Plan concerning bicycle facilities in various public rights-of-way citywide, based upon the above listed findings and conclusions, by a vote of 8 **to 0**, the Spokane Plan Commission recommends City Council **APPROVE** the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan with corresponding amendment to the City's Zoning Map, and authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Commission's findings, conclusions, and recommendation on the application.

_____

Todd Beyreuther, President
Spokane Plan Commission
November __, 2021

Findings and Conclusions - Z21-022COMP

Final Audit Report 2021-11-08

Created:	2021-11-05
By:	Jackie Churchill (jchurchill@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1nD-ZUDiwUzfRKv2ZIQAb4_e9e6cWY1D

"Findings and Conclusions - Z21-022COMP" History

Document created by Jackie Churchill (jchurchill@spokanecity.org)
2021-11-05 - 2:24:55 AM GMT- IP address: 73.83.158.109

Document emailed to Todd Beyreuther (tbeyreuther@spokanecity.org) for signature
2021-11-05 - 2:25:49 AM GMT

Email viewed by Todd Beyreuther (tbeyreuther@spokanecity.org)
2021-11-08 - 8:13:57 PM GMT- IP address: 73.11.187.178

Document e-signed by Todd Beyreuther (tbeyreuther@spokanecity.org)
Signature Date: 2021-11-08 - 8:14:52 PM GMT - Time Source: server- IP address: 73.11.187.178

Agreement completed.
2021-11-08 - 8:14:52 PM GMT

From: Mark Davies
To: Freibott, Kevin
Subject: FILE NO. Z21-022COMP, TR-5 Map Amendments
Date: Thursday, May 20, 2021 12:25:45 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Kevin,

If bike paths are such a big deal to include in the Comp Plan Amendments, why was the bike lane allowed to be eliminated on Indian Trail Road to do the silly widening in only one direction? It seems to me the city is talking out of both sides of their mouth and only supporting what is good for them. We now have people driving over 50 MPH in the single lane trying to get traffic to move. We will have a fatality on that road soon if nothing is done to enforce speed limits and put in the Flashing Crosswalk that has been requested for several years.

Mark S. Davies
CA Rep North Indian Trail

CITY OF SPOKANE

STREET DEPARTMENT
TRAFFIC OPERATIONS

DATE: May 27th, 2021

TO: Kevin Freibott, Development Services

FROM: Bobby Halbig, Street Department

SUBJECT: Planning Document Amendment Review

PROJECT #: Z21-022COMP Proposed Bike Network Map Amendments

We have reviewed the design plans and have the following comments.

1 Modification #1 – West High Drive
   a. No comment. (VM)
2 Modification #2 – South Harvard Street
   a. Should this say "South Havana Street"? (VM)
3 Modification #3 – East 37th Avenue
   a. Need to provide for bike detection at intersecting traffic signals. (VM)
   b. Existing curblines are not wide enough for bike lanes. The Street Department has discussed the inability for 37th Ave to carry bike lanes with Planning in the past and believe this should be removed from this planning document. (GTO & BH)
4 Modification #4 – South Cedar Street
   a. Need to provide for bike detection at intersecting traffic signals. (VM)
   b. This would require extensive parking changes and would require significant buy-in from the local businesses. (BH)
   c. Existing Cedar parkway curblines, from Sprague Ave to First Ave, is not wide enough for parking, bike lanes, and vehicle travel lanes. (BH)
   d. Existing angled parking on Cedar St, south of First Ave and south of Third Ave, would have to be removed and parallel parking installed to allow for bike lanes. (BH)
   e. Existing Cedar curblines at Viaduct, is not wide enough for parking, bike lanes, and vehicle travel lanes. (BH)
   f. This does not connect to anything on the south end and angled parking will be problematic adjacent to the bike lane. (GTO)
5 Modification #5 – Pacific Avenue
   a. Need to provide enhanced crossing treatments at Division and Browne Street. (VM)
   b. State highway crossings will need WSDOT acceptance. (BH)
6 Modification #6 – Weile & Rhoades Avenue
   a. Will need to provide enhanced crossing treatments at Division Street if planned Pedestrian Hybrid Beacon signal is not installed. (VM)
   b. State highway crossing treatment will need WSDOT acceptance. (BH)

c. Cost prohibitive. Over half this route is undeveloped meaning there are no curbs or pavement. Paving this will require extensive development including storm water treatment. (GTO)

7 Modification #7 – Longfellow Avenue
   a. Need to provide enhanced crossing treatments at Northwest Blvd, Driscoll Blvd, A St, Alberta St, Ash St, Maple St, Monroe St, Wall St, Division St, Nevada St, Crestline St, Haven St, and Market St. (VM)
   b. Longfellow St dead ends at Rogers High School. (BH)
   c. Longfellow St dead ends at Regal Elementary. (BH)
   d. Longfellow St dead ends at Haven Street. (BH)
   e. Running this "greenway" along several schools introduces bicyclists, who would believe they are travelling on a protected route, to the hazardous conditions of heavy vehicular turning movements presented during school let-in and let-out times. (BH)
   f. Will require major investment in crossing treatments at the Principal Arterials. (GTO)

8 Modification #8 – West Nine Mile Falls
   a. No comment. (VM)

9 Modification #9 – Altamont Circle
   a. Should this say "North & South Altamont Blvds"? Altamont Circle does not exist. (VM)

10 Modification #10 – Jackson-Montgomery-Knox Greenway
   a. Need to provide for bike detection at intersecting traffic signals. (VM)
   b. Will require major investment in crossing treatments at the Principal Arterials. (GTO)

11 Modification #11 – West Thorpe Road
   a. Where would a shared path go to or be from? (VM)
   b. How would planning propose that the path get over/around the railroad lines? The existing tunnel is not wide enough for pedestrian activity. (BH)
   c. How would the path access the Fish Lake Trail? There is a significant grade difference. (BH)
   d. Remove, as this does not connect to anything due to the railroad embankment and narrow tunnels. (GTO)

Val Melvin, P.E.
Gerald Okihara, P.E.
Marcus Eveland
Ken Knutson, P.E.

Agenda Sheet for City Council Meeting of: 11/8/2021		**Date Rec'd**	10/27/2021
		Clerk's File #	FIN 2021-0001
		Renews #	
Submitting Dept	FINANCE, TREASURY & ADMIN	**Cross Ref #**	OPR 2021-0666
Contact Name/Phone	PAUL INGIOSI 509-625-6061	**Project #**	
Contact E-Mail	PINGIOSI@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Hearings	**Requisition #**	
Agenda Item Name	0410 - BUDGET HEARINGS		

Agenda Wording

Hearings for review of the 2022 Proposed Budget beginning Monday, November 8, 2021 and continuing thereafter at the regular Council meetings through December 6, 2021.

Summary (Background)

As part of the annual budget process, the City Council will hold public hearings on the 2022 Proposed Budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The first hearing will be held on November 8, 2021, and are currently scheduled to continue each Monday through December 6, 2021. The City Council may continue the hearing day-to-day up to the 25th day prior to the beginning of the next fiscal year.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact	**Budget Account**
Select **$**	**#**
Select **$**	**#**
Select **$**	**#**
Select **$**	**#**

Approvals		**Council Notifications**	
Dept Head	INGIOSI, PAUL	**Study Session\Other**	Finance & Administration Commitee - 10/18/21
Division Director	MURRAY, MICHELLE	**Council Sponsor**	Council President Beggs
Finance	MURRAY, MICHELLE	**Distribution List**	
Legal	PICCOLO, MIKE	twallace@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	jstratton@spokanecity.org	
Additional Approvals		jmiller@spokanecity.org	
Purchasing			