

**Public Infrastructure, Environment & Sustainability Committee  
Agenda for 1:15 p.m. Monday, February 27, 2023**

The Spokane City Council's Public Infrastructure, Environment & Sustainability Committee meeting will be held at **1:15 p.m. on February 27, 2023**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at [my.spokanecity.org/citycable5/live/](https://my.spokanecity.org/citycable5/live/) and [www.facebook.com/spokanecitycouncil](https://www.facebook.com/spokanecitycouncil) or by calling 1-408-418-9388 and entering the access code #2480 058 9303; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Public Infrastructure, Environment & Sustainability Committee meeting is regularly held every 4<sup>th</sup> Monday of each month at 1:15 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken. No public testimony will be taken, and discussion will be limited to appropriate officials and staff.

**AGENDA ATTACHED**

**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 509.625.6237, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [mpiccolo@spokanecity.org](mailto:mpiccolo@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.

## Agenda - 27 February 2023

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**1**                    **Call to Order**

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**2**                    **Approval of 1/30/23 Minutes**

Approval of January 30, 2023, meeting minutes.

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**3**                    **Discussion Items**

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**3.1**                **Solar Permit Fees**

5 min

*Palmquist, Tami*

Council Sponsor: CM Bingle

Ordinance repealing Solar Permit Fee Waiver

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**3.2**                **Conservation Master Plan Annual Update**

5 min

*Zimmer, Kristen*

Council Sponsor: CM Kinnear & CM Bingle

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**3.3**                **Contract - Centers & Corridors Update Study**

5 min

*Quinn-Hurst, Colin*

Council Sponsor: CM Kinnear CM Bingle

Consultant contract for Centers & Corridors update study.

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**3.4**                **Comp Plan Amendment RE: Capital Facilities Plan**

5 min

*Thompson, Tim*

Council Sponsor: CP Beggs, CM Kinnear, and CM Bingle

An ordinance amending Appendix D of the comprehensive plan to revise the capital facilities plan to update the Transportation Impact Fee Project List to include additional transportation capacity improvement projects.

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### **3.5 Transportation Impact Fees**

10 min

*Note, Inga*

Council Sponsor: CP Beggs, CM Kinnear, and CM Bingle

Staff will present impact fee recommendations from the Plan Commission Hearing on 2/22/23. Council discussion of which option to move forward for approval.

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### **3.6 General Facility Charges**

30 min

*Feist, Marlene, Miller, Katherine E*

Council Sponsor: CM Kinnear

Council placed a building moratorium in the Latah Valley area in the fall of 2022. The ordinance adopted by City Council to establish the moratorium listed that one of the purposes of the moratorium was to allow adequate time to update the General Facilities Charges the City assesses and collects to ensure that they are adequate to cover system improvements related to new growth.

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### **3.7 SRTC Street Preservation Call for Projects - Grant**

10 min

*Picanco, Kevin*

Council Sponsor: CM Kinnear & CM Bingle

Grant opportunity through the SRTC Preservation Call for Projects for street pavement preservation/maintenance work. Grant criteria and potential project locations for application(s) will be presented.

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### **3.8 DOH Grant Award; Fluoridation Study**

5 min

*Miller, Katherine E*

Council Sponsor: CM Kinnear

The City was selected to receive a \$360,000 grant from the Department of Health to help pay for the City's Fluoridation Study that is currently underway. The DOH funds will

reduce the amount of Acora grant funds needed that were previously approved to pay for the study.

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## **4 Consent Items**

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### **4.1 5100 - Fleet Purchase of Trail King Trailer**

*Prince, Thea, Giddings, Richard, Russell, Adam T.*

Council Sponsor - CM Kinnear & CM Bingle

Fleet Services would like to purchase a Trail King 25" x 8'6" Deck Air Ride Trailer for the Water Department. This is being purchased off Sourcewell Contract 092922-TKI. This trailer will replace an older equipment trailer that has reached the end of its economic life.

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### **4.2 Open Forum SMC Update Ordinance**

*Allers, Hannahlee*

Council Sponsor: CP Beggs & CM Kinnear

This ordinance updates SMC to reference Council Rules for details regarding open forum so that this section of code doesn't need to be updated whenever open forum rules change.

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### **4.3 Fleet - Purchase of Six Side Loader Refuse Trucks**

*Prince, Thea, Giddings, Richard, Russell, Adam T.*

Council Sponsor: CM Bingle, CM Stratton, CM Wilkerson

Fleet Services would like to purchase six (6) Peterbilt 520 Labrie Automizer Alley Hand Automated Side Loader Refuse Trucks for the Solid Waste Collection Department. These will be purchased from Dobbs Peterbilt, Liberty Lake, WA accessing Sourcewell Contract #060920-PMC and #112014-LEG.

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### **4.4 Water - Wellfield Feasibility Study**

*Searl, Loren*

Council Sponsor: CM Kinnear & CM Bingle  
Wellfield Feasibility Study

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**4.5 Value Blanket Consent to Kemira**

*Cannon, Mike, Arrington, Kyle, Gennett, Raylene*

Council Sponsor: CM Kinnear and CM Bingle  
Consent for Value Blanket to Kemira

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**4.6 Value Blanket to Two Rivers Terminal, LLC**

*Cannon, Mike, Arrington, Kyle, Gennett, Raylene*

Council Sponsor: CM Kinnear and CM Bingle  
Consent for Value Blanket to Two Rivers Terminal, LLC

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**4.7 5100 - Fleet Services two (2) year Value Blanket O**

*Prince, Thea, Giddings, Richard*

Council Sponsor: CM Kinnear & CM Bingle

Fleet Services would like to enter into a Value Blanket Order for the purchase of miscellaneous tires on an “as needed” basis with Commercial Tire, Spokane WA for a two (2) year period, using Washington State Contract # 00519 for an annual amount of \$500,000.

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**4.8 5100- Fleet Services Purchase of CCTV Van**

*Prince, Thea, Russell, Adam T., Giddings, Richard*

Council Sponsor: CM Kinnear & CM Bingle

Fleet Services would like to purchase one (1) CCTV Van from CUES (Orlando, FL) for Wastewater Maintenance accessing the HGAC Contract. This equipment is used in the maintenance and preservation of the sewer and storm systems in the City which is regulated by the Department of Ecology. This will replace a unit that has reached the end of its economic life.

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**4.9 5100 - Fleet purchase of snow plows**

*Prince, Thea, Giddings, Richard, Russell, Adam T.*

Council Sponsor: CM Kinnear & CM Bingle

Fleet Services would like to purchase three (3) Wausau Snow Plows for the Street Department. These are being purchased off Sourcewell Contract 030619-WAS.

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**4.10 Consulting Contract for Nevada Well Station Study**

*Papich, Mark*

Council Sponsor: Lori Kinnear & CM Bingle

Description: The City of Spokane has requested RFQs from qualified consultants to complete a rehabilitation study for the Nevada Well Station. The purpose of this study is to determine the most cost-effective way to maximize the efficiency, redundancy, and resilience of the well site.

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**4.11 Assigning CHIP Grant**

*Sulya, Nathan*

Council Sponsor: CP Beggs & CM Bingle

Assigning administration of CHIP grant award.

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**4.12 SWD Vacuum Support Services**

*Paine, David*

Council Sponsor: CM Kinnear and CM Bingle

Contract award to Big Sky Industrial Services for vacuum support services at the Waste to Energy Facility.

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**4.13 SWD replacement of refuse crane rope drums**

*Paine, David*

Council Sponsor: CM Kinnear and CM Bingle

Contract award to WEMCO Inc. for the purchase and installation for two new crane rope drums for the refuse cranes at the Waste to Energy Facility.

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**4.14 SWD purchase of expeller shaft replacement parts**

*Paine, David*

Council Sponsor: CM Kinnear and CM Bingle

Purchase of replacement expeller shaft parts from Kraftwerks Engineering, LLC for the Waste to Energy Facility.

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**4.15 SWD contract renewal for scaffolding services**

*Paine, David*

Council Sponsor: CM Kinnear and CM Bingle  
Contract renewal with BrandSafway Services, LLC for scaffolding services at the Waste to Energy Facility.

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**4.16 SWD Contract for Continuous Emissions Monitoring S**

*Paine, David*

Council Sponsor: CM Kinnear and CM Bingle  
Contract award to EcoChem Analytics, Inc. for scheduled and unscheduled Continuous Emissions Monitoring System service at the Waste to Energy Facility.

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**4.17 SWD contract renewal for boilermaker services**

*Paine, David*

Council Sponsor: CM Kinnear and CM Bingle  
Contract renewal with Helfrich Brothers Boiler Works, Inc. for boilermaker services at the Waste to Energy Facility.

---

**4.18 SWD Value Blanket Amendment for Electrical Crane P**

*Paine, David*

Council Sponsor: CM Kinnear and CM Bingle  
Amendment with cost to the value blanket with Wemco, Inc. for the purchase of spare electrical parts for the refuse cranes at the WTE.

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**4.19 Cityworks by Azteca Systems Software Maintenance a**

*Sloon, Michael*

Council Sponsor: CM Cathcart & CM Bingle  
Approval of Azteca Systems annual maintenance and support.

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**4.20 Hyland Annual Software Maintenance and Support**

*Sloon, Michael*

Council Sponsor: CM Cathcart & CM Bingle  
Hyland - Onbase annual maintenance and support.

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**4.21 DLT Solutions - Autodesk**

*Sloon, Michael*

Council Sponsor: CM Cathcart & CM Bingle  
Approval of DLT Solutions - Autodesk annual licensing and support.

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**4.22            Compunet - Cisco Smartnet Renewal**

*Sloon, Michael*

Council Sponsor: CM Cathcart & CM Bingle  
Approval of Cisco Smartnet support through Compunet.

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**4.23            Cisco Collaboration Flex 3.0 Phone System Licensin**

*Sloon, Michael*

Council Sponsor: CM Cathcart & CM Bingle  
Approval of Cisco Collaboration Flex Plan 3.0 with Compunet.

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**5                Executive Session**

Executive Session may be held or reconvened during any committee meeting.

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**6                Adjournment**

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**7                Next Meeting**

The next meeting of the Public Infrastructure, Environment & Sustainability Committee will be held at 1:15 p.m. on March 27, 2023.

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## 1 - Call to Order

## 2 - Approval of 1/30/23 Minutes

Approval of January 30, 2023, meeting minutes.

| For Decision

### **Attachments**

[pies-minutes-2022-01-30.docx](#)

**STANDING COMMITTEE MINUTES**  
**City of Spokane**  
**Public Infrastructure, Environment, and Sustainability (PIES) Committee**  
**January 30, 2022**

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**Call to Order:** 1:16pm

Recording of the meeting may be viewed here: <https://vimeo.com/794305519>

**Attendance**

Committee Members Present:

CM Kinnear (Chair), CM Bingle (Vice Chair), CP Beggs, CM Stratton, CM Cathcart, CM Wilkerson and CM Zappone.

Staff/Others Present:

Marlene Feist, Katherine Miller, Garrett Jones, Clint Harris, Conor Giorgi, Spencer Gardner, Steve MacDonnald, Raylene Gennett, Marcia Davis, Lorena Croucher, Chris Averyt, Lee Odell, Rich Lentz, Colin Naake, Elizabeth Schoedel, Timothy Szambelan, Emry Dinman, Hannahlee Allers, Chris Wright, Giacobbe Byrd, Kelly Thomas, Candi Davis, Nicolette Ocheltree, and Jeff Gunn.

**Approval of Minutes**

- Action taken  
CM Bingle moved to approve the minutes of the November 28, 2023 meeting; the motion was seconded by CM Zappone. The minutes were approved unanimously.

**Agenda Items**

Discussion items

1. Reso. to appoint Dir. of Parks/Finance Budget – Garrett Jones
  - Action taken  
CM Kinnear and CM Bingle agreed to sponsor this item to move forward for formal Council consideration.
2. Salmon Recovery Lead Entity Resolution – Conor Giorgi
  - Action taken  
CM Kinnear, CP Beggs, and CM Bingle agreed to sponsor this item to move forward for formal Council consideration.
3. Amendment to Utilities/Parks Agreement – Katherine Miller
  - Action taken  
CM Kinnear and CM Bingle agreed to sponsor this item to move forward for formal Council consideration.
4. Water, Wastewater Asset Management RFQ – Lorena Croucher

- Action taken  
CM Kinnear and CM Bingle agreed to sponsor this item to move forward for formal Council consideration.
- 5. Solid Waste Cost Pressures Review – Chris Averyt
  - Action taken  
Presentation and discussion only, no action was taken.
- 6. 2023 Construction Season Overview – Marlene Feist
  - Action taken  
Presentation and discussion only, no action was taken.
- 7. Overview of Impact Fees GFC's and Utility Rates – Katherine Miller
  - Action taken  
Presentation and discussion only, no action was taken.
- 8. Study Update: Fluoridation – Katherine Miller
  - Action taken  
Presentation and discussion only, no action was taken.
- 9. Vulnerability Assessment--Yellowstone Pipe – Colin Naake
  - Action taken  
Presentation and discussion only, no action was taken.
- 10. Link-Utilities Water Strategy – Marcia Davis
  - Action taken  
Presentation and discussion only, no action was taken.

### Consent items

1. Fleet Purchase of 2 Chevrolet Bolts
2. Basic Water Service Charge Revision SMC 13.04.2002
3. Fleet - Auto Body Repair Contract with Toby's Fend
4. Fleet - Adding additional funds to Pomp's Tire VB
5. Fleet - Renew Racom Contract
6. Polymer Value Blanket Award - Polydyne, Inc.
7. 2nd Polymer Value Blanket Award - Marubeni
8. Consent to award CompuNet Nutanix upgrade contract
9. SWD-HVAC Services Amendment
10. SWD-Hydrated Lime Purchase
11. SWD-High Calcium Quicklime Purchase
12. Truepoint Solutions Professional Services and Supp
13. Fatbeam LLC Franchise Agreement
14. MCImetro Access Transmission Services Franchise Ag
15. Streets - Traffic Signal Control Consultant
16. Special Counsel Contract Amendment

### Executive session

None.

**Adjournment**

The meeting adjourned at 2:58 p.m.

Prepared by:

Giacobbe Byrd, Legislative Assistant to CM Lori Kinnear

Approved by:

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CM Lori Kinnear  
PIES Committee Chair

## 3 - Discussion Items

3.1

5 min

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## 3.1 - Solar Permit Fees

*Palmquist, Tami*

Council Sponsor: CM Bingle  
Ordinance repealing Solar Permit Fee Waiver

| For Discussion

### **Attachments**

[Solar Permits Breifing Paper 2-27-23.docx](#)

[Solar Permits \(v1 02-15-23\).docx](#)

[Spokane Municipal Code - Section 15.05.040 Solar Energy Systems.pdf](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Development Services Center				
<b>Contact Name</b>	Tami Palmquist				
<b>Contact Email &amp; Phone</b>	<a href="mailto:tpalmquist@spokanecity.org">tpalmquist@spokanecity.org</a> , 625-6157				
<b>Council Sponsor(s)</b>	CM Bingle				
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 min				
<b>Agenda Item Name</b>	Solar Permits				
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	In an effort to support and encourage renewable energy within the City of Spokane Council approved an ordinance on March 5, 2018 which waived the building and construction permit fees related to the installation of solar energy systems.				
	In the recent years the number of solar permits has increased significantly. This places a burden on the DSC and Fire to perform this work while not being adequately compensated.				
		<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
	<b>Solar Permits</b>	73	82	221	605
					<b>69 YTD</b>
<b>Proposed Council Action</b>	Repeal SMC 15.05.040 Solar Energy Systems item B. permit fee waiver.				

**Fiscal Impact**

Total Cost: No cost

Approved in current year budget?     Yes     No     N/A

Funding Source             One-time     Recurring

Specify funding source: N/A

Expense Occurrence     One-time     Recurring

Other budget impacts: (revenue generating, match requirements, etc.)

Year	Solar Permits	Service Alteration Fee <sup>^</sup>	Minimum Revenue Waived
2019	73	\$ 65.00	\$ 4,745.00
2020	82	\$ 65.00	\$ 5,330.00
2021	221	\$ 65.00	\$ 14,365.00
2022	605	\$ 65.00	\$ 39,325.00
2023 YTD*	69	\$ 65.00	\$ 4,485.00
	<b>981</b>		<b>\$ 63,765.00</b>

The minimum amount assessed prior to the adoption of the ordinance waiving solar permit fees was \$65. Actual fees would have depended upon on the full scope of the work and may need to include an additional \$75 minimum plan review fee.

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

What impacts would the proposal have on historically excluded communities? None.
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? We do not collect data on disparities.
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The department will continue to collect permit record data that can be compiled at any time to see if the impact of reinstating the fees results in a reduction of permits being pulled.
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Having the departments operate at a loss puts the City at risk of not being able to deliver services at the level citizens deserve.

**ORDINANCE NO. C-**\_\_\_\_\_

An ordinance repealing the waiver of certain permitting fees for solar energy systems set forth Spokane Municipal Code.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That section 15.05.040 of the Spokane Municipal Code is hereby REPEALED.

**PASSED** by the City Council on \_\_\_\_\_.

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



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[Section 15.05.040 Solar Energy Systems](#)

A. The City of Spokane is committed to increasing the use of renewable energy citywide to become more resilient and reduce reliance on fossil-fuel based energy.

B. All City of Spokane building and construction permit fees imposed in connection with the installation of a solar energy system pursuant to [chapter 08.02, SMC](#) shall be waived until the majority of energy sourced in Washington state is derived from renewable resources. The permit fee waiver is limited to the building and construction of a solar energy system. The permit fee waiver does not apply to permits and fees not connected to the solar energy system.

Date Passed: Monday, March 5, 2018

Effective Date: Saturday, April 21, 2018

ORD C35591 Section 2



3.2

5 min

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## 3.2 - Conservation Master Plan Annual Update

*Zimmer, Kristen*

Council Sponsor: CM Kinnear & CM Bingle

| For Information

### **Attachments**

[2023 CONSERVATION MP Update Briefing Paper.docx](#)

# Committee Agenda Sheet

## PIES

<b>Submitting Department</b>	Water & Hydroelectric Services
<b>Contact Name &amp; Phone</b>	Kristen Zimmer 509-625-6573
<b>Contact Email</b>	kzimmer@spokanecity.org
<b>Council Sponsor(s)</b>	Kinnear & Bingle
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 30 mins
<b>Agenda Item Name</b>	Conservation Master Plan Annual Report
<b>Summary (Background)</b>	<p>Water Conservation is critical to <b>protect our community water supply</b> both in the aquifer and the Spokane River.</p> <p>In 2020, the City Administration created the <b>Water Conservation Master Plan</b>, which was adopted by the City Council in the summer. This plan focuses on taking the next steps toward water conservation efforts, recognizing the need to both “shave the peak” and “shave the base” of water use. This approach is designed to reduce strain on the water system, as well as our resources.</p> <p>Long term, this work will integrate with other strategies to reduce demand over time to <b>with a goal of limiting capacity improvements and capital costs</b> within the City’s water system.</p> <p>Water department staff would like to review 2022 conservation efforts made by the City, future strategies, and water use data with the Council.</p>
<b>Proposed Council Action &amp; Date:</b>	For information and discussion of conservation efforts.
<b>Fiscal Impact:</b>	
Total Cost:	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source:	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?	
Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

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

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

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

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

This project is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

3.3

5 min

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### 3.3 - Contract - Centers & Corridors Update Study

*Quinn-Hurst, Colin*

Council Sponsor: CM Kinnear CM Bingle  
Consultant contract for Centers & Corridors update study.

| For Discussion

#### **Attachments**

[CC Code Update PIES Briefing Paper 020192023 \(1\) \(2\).pdf](#)

[21-234 Makers Architecture Consultant Contract.pdf](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Comm & Econ Division, Planning & Economic Development Dept.
<b>Contact Name</b>	Colin Quinn-Hurst
<b>Contact Email &amp; Phone</b>	<a href="mailto:cquinnhurst@spokanecity.org">cquinnhurst@spokanecity.org</a> , 509-625-6804
<b>Council Sponsor(s)</b>	CM Kinnear
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 minutes
<b>Agenda Item Name</b>	Consultant Contract for Center & Corridor Update Study
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> <li>• This contract between the City and Makers Architecture is to evaluate the Center and Corridor comprehensive plan policies and development code and to recommend policy and code updates.</li> <li>• “Centers &amp; Corridors” on the City’s Land Use Plan Map indicate areas where growth in residential and commercial development should be focused, with an emphasis upon creating walkable and transit-rich areas.</li> <li>• Outcomes include recommendations for Comprehensive Plan policy changes and near-term code changes to be implemented at the study’s conclusion.</li> <li>• This study will look at areas adjacent to centers and consider transition standards from “Core” zones into adjacent lower intensity zones.</li> <li>• This project integrates Transit Oriented Development (TOD) recommendations from recent and concurrent studies.</li> </ul>
<b>Proposed Council Action</b>	Contract approval
<b>Fiscal Impact</b> Total Cost: <u>\$125,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Planning Department consultant fund  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? <ul style="list-style-type: none"> <li>• The recommendations of this study aim to improve access to destinations, goods, services, shopping, and resources for residents of the city which include in historically underserved neighborhoods. By increasing the capacity to mix uses and provide housing in concert with commercial developments along high-frequency transit lines, along with the prioritization of multi-modal facilities. As a result, the proposals of this project will improve the potential for developing walkable, bikeable, and affordable communities. This type of development reduces the financial burden of transportation costs for over-burdened residents. The land use considerations evaluated by this study lay the groundwork for shifting policy toward supporting a range of housing and commercial investments that would be more immediately accessible and available to nearby residents.</li> </ul>	

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

- This study identifies existing demographics and land-use characteristics within the neighborhoods designated as Centers and Corridors, focusing on measures of Social Vulnerability as provided by the Centers for Disease Control. The study will identify gaps in desired mixed-use, transit-oriented and accessible land uses and infrastructure.

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

- Subsequent planning efforts, transportation investments and policy changes will be measured against the baseline conditions identified in this study to assess the results of code and policy changes. Future planning and infrastructure projects will continue seeking public input to assess the impacts of code, policy, development, land use and infrastructure changes associated with this study.

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

The proposal is aligned with many City policies embedded within the City's Comprehensive Plan:

[Chapter 3, Land Use:](#)

- LU 2: Public Realm Enhancement
- LU 3: Efficient Land Use
- LU 4: Transportation
  - LU 4.6: Transit-Supported Development

[Chapter 4, Transportation:](#)

- TR 2: Transportation Supporting Land Use
- TR 5: Active Transportation
- TR 6: Commercial Center Access
- TR 7: Neighborhood Access
- TR 9: Promote Economic Opportunity

[Chapter 7, Economic Development:](#)

- ED 2: Land Available for Economic Activities
- ED 3: Strong, Diverse, and Sustainable Economy

This project is also aligned with previous and ongoing studies and plans conducted by the City and the STA to assess the potential for transit-supportive land use and infrastructure investments. These studies include the South Logan Transit-Oriented Development Plan(ongoing), the TOD Framework Study (2022), Connect Spokane: A Comprehensive Plan for Public Transportation, the Central City Line Strategic Overlay Plan (2016), Economic and Land Use Impacts of the Central City Line (2014), and supportive neighborhood planning efforts such as the West Central Neighborhood Action Plan, Emerson Garfield Neighborhood Action Plan, and Logan Neighborhood Subarea Plan, and South Hill Coalition Connectivity and Livability Strategic Plan.



**City of Spokane**  
**CONSULTANT AGREEMENT**  
**Title: CENTER AND CORRIDOR  
DEVELOPMENT CODE AND DESIGN  
GUIDELINES UPDATE STUDY**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **MAKERS ARCHITECTURE AND URBAN DESIGN**, whose address is 500 Union Street, Suite 700, Seattle, Washington 98101, as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the purpose of this Agreement is to conduct the Center and Corridor Development Code and Design Guidelines Update Study; and*

*WHEREAS, the Consultant was selected through Informal Request for Qualifications No. 5519-21.*

*-- 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 January 1, 2023, and ends on December 31, 2024, unless amended by written agreement or terminated earlier under the provisions.

**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 Exhibit B, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the 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.

Compensation under this time and materials Agreement shall be made in accordance with the Fee Proposal attached as Exhibit D and shall not exceed **ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00)**, including applicable tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### 5. PAYMENT.

The Company shall submit its applications for payment to City of Spokane Planning Department, 808 West Spokane Falls Boulevard, Third Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 6. REIMBURSABLES

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

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

breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

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

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

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

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If

the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

**9. SOCIAL EQUITY REQUIREMENTS.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

**10. INDEMNIFICATION.**

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

**11. INSURANCE.**

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to 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 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/PUBLIC RECORDS.**

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

## **22. DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

## **23. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this

Section shall be given by the party terminating this Agreement to the other, not fewer than sixty (60) 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 sixty (60) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon sixty (60) 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 Contract, 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.

**MAKERS ARCHITECTURE AND URBAN DESIGN**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

- Attachments:** Exhibit A – Certificate Regarding Debarment  
 Exhibit B – Scope of Work  
 Exhibit C – Consultant's October 25, 2021 Proposal  
 Exhibit D – Fee Schedule

**EXHIBIT A**

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

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

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

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

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

## EXHIBIT B

## Exhibit B: Scope of Work

### Center and Corridor Design Guideline and Code Update Study

A consultant team led by MAKERS architecture and urban design, LLP (“Consultant”) will assist the City in developing recommended actions for updating Center & Corridor Comprehensive Plan policies, Design Guidelines, and Development Code to support high-density Transit-Oriented Development (TOD). This project will select 3-4 focus areas as test case scenarios for applying development code, comprehensive plan, and design guideline recommendations.

#### Objectives:

1. Review the land use plan map to ensure Centers & Corridors designations have potential to develop as areas of high-density mixed-use development supported by frequent public transit and accessible active transportation opportunities. This may include recommendations for removing or changing Center & Corridor land use designation.
2. Provide a Center & Corridor development code, comprehensive plan, and design guideline review and summarize recommendations that support high-density TOD and transition zones in Centers & Corridors.
3. Review and recommend Center & Corridor types and land use designations. Provide criteria for designating each type of Center & Corridor. This will include clarifying the distinctions between a “Center” designation and a “Corridor” designation.
4. Build off previous and ongoing planning efforts including Building Opportunity in Housing (BOH), the TOD Framework Study, and the South Logan TOD Implementation Plan.
5. Model build-out scenarios for 3-4 focus areas utilizing the recommended Comprehensive Plan, Development Code and Design Guideline revisions for Centers and Corridors.

#### Assumptions:

All meetings will be conducted remotely, except for the site tour and meeting in Task 3.

### Task 1 - Develop Scope of Services:

The Consultant will:

- Conduct a remote internal project kickoff meeting with City staff to develop and detail project objectives, timelines, protocols, and product deliverables.
- Consultant products:
  - A memo with a summary of the discussion
  - A detailed final scope of services document
  - A timeline of anticipated milestones

### Task 2 - Communication and Public Outreach Plan:

The Consultant will:

- Develop a communication and public outreach plan with the goal of informing key stakeholders and community groups. The plan will be a living document that is updated throughout the duration of the project.
- The plan will detail strategies tailored to each stakeholder/community group, with touchpoints at key stages of the project.
- The Consultant will revisit our outreach plan throughout the process to confirm the outreach is on track and adjust as needed to ensure project buy-in from the community and stakeholders.

- The Consultant will remotely attend public meetings as described in the Tasks below as part of the outreach effort for the public meetings and will prepare a project concept illustration for the city project website.
- Consultant products:
  - Memo, in Word and PDF format, detailing the strategies and timeline for engaging stakeholders and technical agency partners throughout the study process.
  - Presentation documents, in PowerPoint or PDF format, for applicable public meetings.

### **Task 3 - Initial Review and Analysis:**

The Consultant will:

- Assess the Spokane Municipal Code (Unified Development Code), the City of Spokane Comprehensive Plan, Center & Corridor Design Guidelines and other applicable existing studies, plans, and applicable regulations, with a particular focus on sections of each document related to Center & Corridor zones and land use designations.
- As a part of this assessment, consultant team members will meet on-site to conduct a tour of relevant Centers and Corridors and discuss issues and scope of work implications. The budget assumes two person visits from Makers, one in-person visit from Leland, and SCJ participating locally (no plane travel necessary).
- Consultant product:
  - Memo summarizing how current Comprehensive Plan, Development Code, and Design Guidelines have affected the development patterns within Centers & Corridors and which Centers & Corridors land use plan map designations are making substantial progress towards the envisioned outcomes according to current comprehensive plan policies. Furthermore, how current regulations have affected the viability of high-density TOD.

### **Task 4 - Concept Development – Regulatory Recommendations:**

The Consultant will:

- Carry out additional data collection and analysis as necessary to inform Development Code, Comprehensive Plan, and Center & Corridor Design Guideline recommendations that support high-density TOD within Center & Corridor areas.
- Develop a methodology for analyzing the suitability of certain areas to support high-density Center & Corridor zoning.
- Prepare draft market analysis and development feasibility report. Initiate investigation into what types of developments could be feasible in current market conditions within existing Centers & Corridors. This task may include up to four remote stakeholder interviews (developer type individuals or groups), provided City staff handles the scheduling in consultation with Leland.
- Using the analysis above, identify criteria to define each type of Center & Corridor, including potentially providing a distinction between “Centers” and “Corridors.”
- Prepare initial draft of policy concepts and regulatory changes recommendations. Anti-displacement recommendations should be included as part of the draft recommendations.
- Participate in three to five public presentations to the Spokane Plan Commission and Spokane City Council to provide information and updates relating to this project.
- Consultant product:
  - Presentation document, in PowerPoint or PDF format, detailing how conclusions from initial review and analysis informed the development of initial concepts for the Comprehensive Plan, Design Guideline, and Development Code recommendations. Identify short-term recommendations for immediate implementation and longer-term recommendations. Draft market analysis and

development feasibility report identifying what building typologies could be feasible in current market conditions within Centers & Corridors.

### **Task 5 - Drafting and Refining Focus Area Concepts:**

The Consultant will:

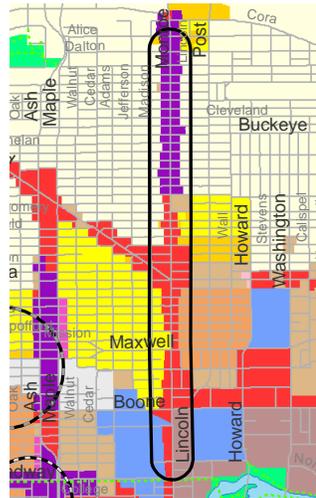
- Complete draft Comprehensive Plan, Design Guideline, and Development Code recommendations, incorporating anti-displacement recommendations.
- Apply recommendations to 3-4 selected focus areas representing different “Center” or “Corridor” types. Develop massing models for select focus areas.
- Refine market analysis and development feasibility memo, including analysis of recommended changes.
- Consultant product:
  - Draft and final Development Code recommendations, including short-term recommendations for immediate implementation and long-term recommendations for future implementation
  - Draft and final Comprehensive Plan recommendations
  - Draft and final Design Guidelines recommendations
  - Draft and final market analysis and development feasibility memo for up to three representative center and corridor prototypes
  - A presentation, in PowerPoint or PDF format highlighting key aspects of the draft documents and illustrations highlighting the development typologies that could be developed in each “Center” or “Corridor” type through implementation of the recommendations.

### **Task 6 - Final Public Review Process:**

The Consultant will:

- Partner in a virtual public meeting and a virtual final presentation to the City Plan Commission of the initial draft.
- Carry out up to two rounds of revisions on all previous deliverables based on public engagement and Plan Commission/ Council feedback. The Consultant will be responsible for consolidating them into a series of action items for revisions or responses.
- Consultant products:
  - Presentation document, in PowerPoint or PDF format, for delivery of public meeting and Plan Commission presentation.
  - Draft and final report, in Word and PDF format. Combine all deliverables into a packaged report with executive summary and any relevant appendices.

## EXHIBIT C



# Center and Corridor Design Guideline and Code Update Study

October 25, 2021

Prepared for:  
City of Spokane

Prepared by:  
MAKERS architecture and urban design  
SCJ Alliance  
Leland Consulting Group  
Toole Design



# LETTER OF SUBMITTAL

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**make** (māk) vb **1** to bring into being by shaping or altering **2** to form in the mind, a judgement or plan **3** to put together by combining parts **4** to build, construct, formulate, devise, create **5** to prepare for use; arrange **6** to cause to happen

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October 25, 2021

Connie Wahl  
City of Spokane – Purchasing Department  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

Connie Wahl and the members of the Selection Committee,

Our team is pleased to submit our qualifications for the City of Spokane “Center and Corridor Design Guideline and Code Update Study.” We enjoyed working with City of Spokane staff, community members, and public officials on the North Bank Subarea Plan and South University District Subarea Plan and implementing zoning regulations and look forward to the chance of collaborating again.

We’ve pulled together an excellent consultant team with the following firms (with legal statuses noted):

- **MAKERS architecture and urban design**, limited liability partnership – Prime firm. Project management, urban design, code analysis, and graphics.
- **SCJ Alliance**, Washington-registered corporation – Subconsultant firm. Transit-oriented development, public engagement, and zoning.
- **Leland Consulting Group**, Oregon-registered Sub S corporation – Subconsultant firm. Real estate strategy and market analysis.
- **Toole Design**, limited liability partnership – Subconsultant firm. Strategic resource for transportation planning.

MAKERS’ team brings very strong familiarity with the physical, regulatory, economic, environmental, social, and political context of Spokane’s Centers and Corridors (notably North Monroe Street). MAKERS also brings extensive experience and demonstrated success in crafting user-friendly zoning codes that implement local goals and policies. Collectively, the firm has completed close to 100 sets of zoning codes and design standards for cities and counties covering the full range of land use contexts. Numerous such projects have won regional and state awards. More importantly, our projects have been successful in meeting community objectives in terms of land use, design, and code usability and predictability.

No current or former employees from the City of Spokane are employed by or on our firms’ governing boards as of the date of this statement nor during the previous twelve months. We will comply with all terms and conditions set forth in the Informal Request for Qualifications, unless otherwise agreed by the City.

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**make** (māk) vb **1** to bring into being by shaping or altering **2** to form in the mind, a judgement or plan **3** to put together by combining parts **4** to build, construct, formulate, devise, create **5** to prepare for use; arrange **6** to cause to happen

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In the course of previous Spokane work and in responding to the iRFQ, we are familiar with the Spokane Comprehensive Plan, zoning code, and other recent planning documents. Our submittal herein includes both our technical proposal and management proposal as required in the iRFQ. Again, we are particularly excited about this effort and we look forward to hearing from you.

Yours sincerely,



Bob Bengford, AICP  
Partner

(206) 602-1234  
bobb@makersarch.com

500 Union Street, Suite 700  
Seattle, WA 98101  
(principal place of business)

*Bob Bengford is authorized to legally bind MAKERS and the consultant team to a contractual relationship. He is the individual with whom contract will be written and will sign the contract through the DocuSign process.*

# TECHNICAL PROPOSAL

# PROJECT UNDERSTANDING & APPROACH

MAKERS' team brings a very strong understanding of the physical, regulatory, economic, environmental, social, and political context of Spokane's Centers and Corridors – notably the designated Center area located on North Monroe Street:

- MAKERS and Bill Grimes (Studio Cascade) submitted proposals and interviewed for the 2012 North Monroe Corridor Revitalization Project, ready to work with the neighborhoods on the corridor to align land use and transportation planning. The City eventually decided to jump straight to designing and constructing the three-lane section north of Northwest Boulevard.
- SCJ's Bill and Alicia are based in Spokane, and they each have a long history of planning in the area. Bill has been consulting in Spokane since 1996, and Alicia spent several years working with the City and its neighborhoods before joining SCJ.
- MAKERS' 2019 work in the North Bank area bordered the North Monroe Corridor. As a part of the project, Bob Bengford conducted an extensive regulatory audit that analyzed the Comprehensive Plan, area zoning district provisions, block frontage standards, design standards, and off-street parking standards. Bob undertook a similar assessment for his work on University District zoning provisions.



Photo of the North Monroe corridor in 2012, prior to the three-lane configuration improvements



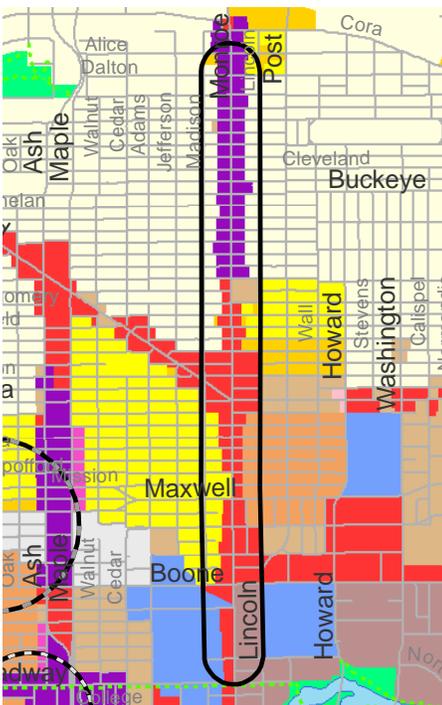
## PROJECT ASSUMPTIONS & QUESTIONS

In MAKERS' team discussions in crafting this proposal, three issues came up that are worth noting here:

**Extending Monroe's road diet configuration southward?** Though we have discussed the possibility of extending those improvements in past conversations with staff, we are assuming that there are no concrete near-term plans to extend the improvements through the full CC2 zone.

**Corridor and/or Center?** While we understand that the City would like to update provisions for all designated Centers and Corridors, the iRFQ states that "this project will seek to apply the code and design guideline updates to a specific example area within the City, the designated Center area located on North Monroe Street." Our question is: Is it a Center or a Corridor? Our planning assumption is that its linear form means that it is a corridor. Elsewhere on the map, circles designate "centers." While the distinction may seem esoteric, the context for planning is distinctly different. Existing text in the Comprehensive Plan doesn't address the issue clearly. But in terms of efforts and products of this project, particularly for North Monroe Street, is there a definable center warranting adjustments to the zoning parameters and design provisions? Or should the examination focus on the more linear attributes of an arterial corridor, with activity nodes based on transit stops?

**Adjustment to major zoning parameters?** Based on the iRFQ language, we are assuming that the City may be open to adjusting key zoning parameters, including height and FAR limits and permitted uses. For this reason, we felt Leland's inclusion to the team is critical to assess the feasibility of options that we feel will be very important to this effort. Whether these parameters are adjusted based on the particular corridor, center, or zone is another question.



## KEYS TO SUCCESS

Based on our understanding of the context and task list in the iRFQ, below are keys to the success of this project:

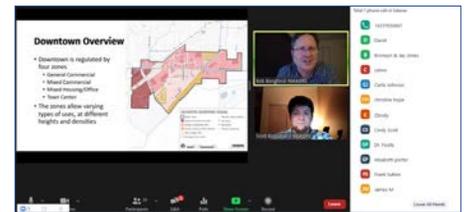
**Collaboration with staff.** The iRFQ clearly states that staff may take on a substantial share of the work to help preserve project resources. MAKERS and SCJ both like these types of projects, as we often play roles as extension of staff for a variety of cities. It will be important to set a clear division of labor out the outset. Other key collaborative elements include setting and maintaining a good project schedule, communication (early and often) with the Planning Commission and City Council, and holding recurring check-in-meetings. We also tend to make a practice of sending rough preliminary concepts to the project manager well in advance of internal deadlines, to obtain early feedback, make efficient use of resources, and ensure we're on the same track.

**Strategic and effective public and stakeholder engagement.**

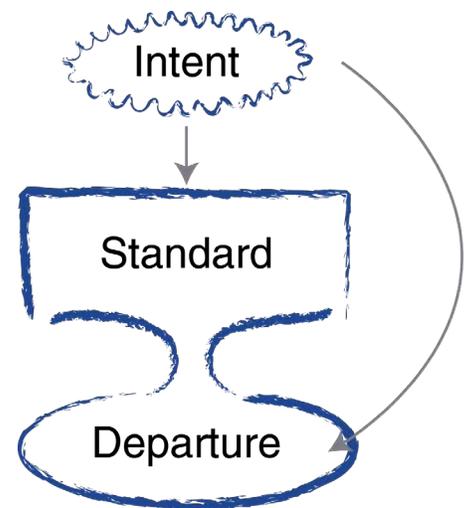
This will involve two tracks: One to involve the broader community and include the North Monroe Business District group, other adjacent neighborhood councils, and neighborhood residents on both sides of the corridor to listen to concerns and objectives, communicate project progress, and provide feedback on concepts and draft materials. The second track involves the development community to make sure the zoning and design standards actually make sense and are realistic enough to entice new investment. The iRFQ emphasizes that such engagement will be remote, which both MAKERS and SCJ have become highly proficient at.

**Simplifying the code to provide BOTH certainty and flexibility.**

MAKERS has long crafted design provisions that maintain a balance of certainty and flexibility that suits each community. This includes clear minimum standards which offer a high level of predictability for all participants. We integrate flexibility by emphasizing a toolbox approach, where there are choices in how the applicant can meet the minimum standards. We craft the toolbox so the minimum can still meet community design objectives, while including choices that minimize cost and maximize options. Second, we often advocate for departures that provide an avenue to vary from key (not all) standards, provided they meet specified intent statements and other specific approval criteria. Whereas the existing design guidelines for Centers and Corridors have a variant of this approach with the provisions for Requirements (R), Presumptions (P), and Considerations, we feel that our simplified approach is both easier to use and more predictable.

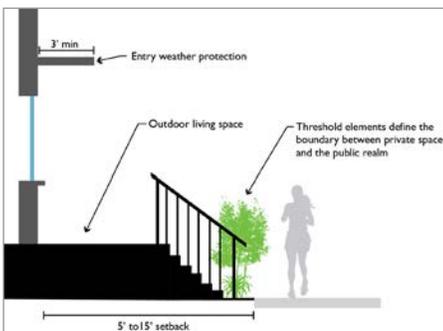


*MAKERS started the Covington Downtown Form-Based Code project just as the COVID-19 pandemic hit, and to meet public health requirements we seamlessly transitioned to all-remote engagement for stakeholder interviews, surveys, and public meetings. Our first online workshop drew more than 60 attendees which exceeded staff's expectations, and results from the two live surveys were instrumental in setting the direction of the code.*

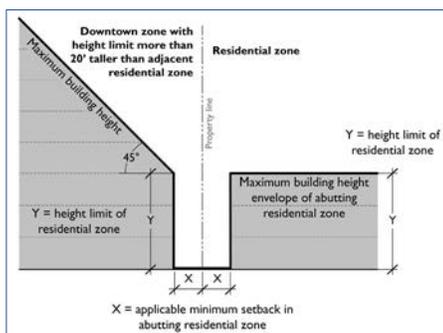




One of several MAKERS/Leland proforma's for Bozeman's North 7th Avenue corridor.



Example standards for ground level residential block frontages.



Example zone edge standards.

**Calibrating the code with market realities AND design objectives.**

LCG will conduct a financial analysis of development prospects that looks at how code or policy changes impact development prospects for a variety of development types along the Monroe Corridor. This work will involve market research and interviews with key stakeholders in the development community to understand the core barriers to development, identify potential solutions, and calibrate the analysis. LCG's analysis will show what development types are feasible under current conditions and what interventions might help improve development feasibility for other types. LCG collaborated with MAKERS and Bill Grimes (with Studio Cascade) on a similar effort for Bozeman's North 7th Avenue corridor (see Spotlight Bozeman on page 10).

**Strengthening/updating the block frontage standards.**

MAKERS has long championed a relatively simple framework of block frontage standards to help shape development to reinforce desirable current forms and/or promote a transition towards a more pedestrian-friendly form over time. This approach recognizes that every block is different, and that some frontages warrant a very strict approach, while maximum flexibility is warranted on other blocks. Our auditing work for North Bank and the University District illustrated that significant changes in the current "complete streets" and design standard provisions were needed to meet new community form objectives for those areas. The design standards approach for North Monroe treats the whole corridor the same and the provisions for building location, parking location, and façade transparency all warrant review and refinement. Also, the design provisions for ground floor residential allowances along North Monroe Street and the approaches to the side street frontages should also be examined and discussed.

**Addressing site and zone edges.**

Most of the North Monroe Street lots border RSF and RTF zones, which are largely characterized by detached single family homes and a height limit of 35 feet. Even if height limit increases aren't considered for the CC2 zone, zone edge treatments, particularly in this case where no alleys are present, are important for the health and stability of the neighborhood. MAKERS has cautiously crafted treatments that balanced privacy and minimized shade/shadow impacts from taller buildings with provisions that allow generous use of corridor lots for mid-rise construction. Most recently, MAKERS has crafted unique zone edge provisions that achieve this balance in Bozeman, Mountlake Terrace, and Bothell's Canyon Park.

**Creating a regulatory framework that is both adaptable and adoptable.** Unless we are completely updating and replacing an existing code, we understand that we most often need to craft regulations that meet the community's land use and design objectives AND can successfully be integrated into the existing regulatory framework. With this "case study" arrangement, it will be essential for the new framework to be adaptable to the other Centers and Corridors, and adoptable from a functional and political standpoint. We've successfully accomplished such objectives in numerous projects, including the recent Mountlake Terrace Town Center Zoning & Design Guidelines (Chapters 19.50 and 19.123), Bothell's Canyon Park Subarea Regulations (Chapter 12.48), and for Wenatchee's housing code updates (Chapters 10.46, 10.47, and several other chapters).

## Spotlight: Bozeman's Midtown Revitalization

Team members Bob Bengford and Bill Grimes, together with Leland Consulting, collaborated on a plan and implementing zoning and design provisions for Bozeman's North 7th Avenue corridor (Midtown). As the first phase of the city's unified development code update, the team conducted a multi-day design charrette to explore, craft, and present concept to revitalize this underutilized corridor, which functions at the northern gateway into the city. MAKERS and Leland collaborated on pro forma case studies of several small and large sites along the corridor to

determine feasibility of more pedestrian-oriented development types at a variety of scales appropriate to the corridor. The zoning changes and new code were adopted in 2018, and per frequent discussions with City staff, have proved to be very effective with significant development activity occurring both along the corridor and citywide.

**MIDTOWN PROBLEMS...**

- 1 Code requires suburban auto-oriented development
- 2 Not enough housing within walking distance to support more pedestrian-oriented uses
- 3 No design standards have been adopted to implement the 2006 North 7th Plan
- 4 No plan is in place to guide streetscape improvements to implement the 2006 North 7th Plan vision (and any modifications to vision)

**...AND SOLUTIONS**

- 1 Craft and adopt form-based block frontage standards for district streets
- 2 Update zoning to allow for more housing in strategic areas
- 3 Adopt new design standards to implement the 2006 North 7th Plan
- 4 Craft and adopt streetscape improvements standards to implement Midtown's updated vision

Bozeman Development Code Update

BOZEMAN

# MANAGEMENT PROPOSAL

# CONSULTANT TEAM MANAGEMENT

As the prime consultant, MAKERS will manage the project team, firm-level assignments and responsibilities, and allocation of project resources. The individual firms will be responsible for staff assignments and responsibilities within their firms. These duties and expectations will be communicated by regular project check-in meetings, emails, and phone/video calls.

Our firms and staff members have collaborated on similar projects many times, and therefore we are nimble and ready for curveballs. We will proactively respond to issues and scope changes by communicating directly with the City's project manager and identifying possible courses of action.

The consultant staff identified in the organization chart to the right and on the following pages will perform the assigned work, and any substitutions will undergo approval by the City.

## LEVEL OF EFFORT

The chart below indicates the estimated level of effort by each firm in carrying out the six tasks identified in the iRFQ.



### CITY OF SPOKANE

#### MAKERS

**Bob Bengford**  
Partner in Charge

**Scott Bonjukian**  
Lead Planner

**Yifan Xing**  
Graphic Designer

### SUBCONSULTANTS

#### SCJ ALLIANCE

**William Grimes**  
TOD Lead

**Alicia Ayars**  
Public Engagement

**Rachel Granrath**  
Zoning Development

#### LELAND

**Brian Vanneman**  
Real Estate Strategist

**Sam Brookham**  
Lead Market Analyst

#### TOOLE DESIGN

**Amalia Leighton Cody**  
Transportation Lead

# PROJECT TEAM

## MAKERS



### STRATEGIC

*MAKERS delivers client-specific solutions that address priorities and align with values.*



### PRACTICAL

*MAKERS' actionable products concisely address functional, environmental, financial, and political conditions.*



### INNOVATIVE

*MAKERS is known for our creative approach to facilitating collaborative processes and solving complex problems.*

**MAKERS architecture and urban design, LLP (MAKERS)** is a planning and community design firm located in Seattle, Washington. We have assisted communities in making and implementing wise decisions about their futures since our founding in 1972. With a staff of 30 professionals, MAKERS offers a full range of planning and urban design expertise including community planning, street and public realm design, urban center planning, and design guideline development. Because of our broad experience, MAKERS excels at translating policy objectives into visions that can be implemented through development regulations, capital improvements, and public-private partnerships.

Our comprehensive plans, zoning regulations, and other products (including many award-winning projects) have been instrumental for numerous communities to achieve their livability, sustainability, economic development, and design objectives. Our plans and codes have proven their effectiveness, as we provide more than just a “pretty picture” and work directly with market experts and stakeholders to ensure our plans are both inspiring and realistic.

MAKERS is especially skilled at:

- Providing clarity around and building momentum and support for a community-based vision.
- Developing strategies for transformation based on current and future market conditions.
- Using urban design as a problem-solving tool.

We pride ourselves on bringing consensus to projects that involve many different stakeholders, both public and private. MAKERS is a Washington state certified women’s business enterprise (WBE) and disadvantaged business enterprise (DBE).

## BOB BENGFORD, AICP

As partner-in-charge and project manager, Bob will have prime responsibility and authority for the work of the entire consultant team. He's become intimately familiar with Spokane's physical, planning, and regulatory context with his recent work in the North Bank and University District.

He is passionate about helping communities craft plans, zoning, and design provisions that implement their land use and community design goals and objectives. Bob manages a variety of complex projects including comprehensive plans, community design guidelines and development regulations, downtown urban design plans, neighborhood plans, and joint land use studies.

Bob has become a national expert in crafting regulations and design provisions to meet community objectives, completing over 65 regulatory/design guideline projects with MAKERS. This includes the full spectrum of community and development types, including dense urban downtowns, historic communities, auto-oriented commercial corridors, established neighborhoods, and rural communities.

Bob's background as a planner for several cities and counties, including Bonner County, Idaho (1995-1997), has provided him with a solid foundation and understanding of how development regulations work (and often don't work). This experience has been helpful in collaborating with staff, public officials, the development community, and community members in identifying critical issues, brainstorming solutions, illustrating the benefits and drawbacks of various options, and ultimately crafting user-friendly documents that help communities achieve their design and development goals.

Bob has led multiple conference sessions on many types of regulatory issues and is a frequent contributor to the Municipal Research Service Center's Insight Blog ([click here](#)). Bob also chairs Washington APA's Community Planning Assistance Team program ([click here](#)), and helped initiate and leads Washington APA's Great Places Program.



**Title:** Partner  
**Duty:** Project Manager  
**Current Availability:** 25%  
**Spokane Project Availability:** 20%



*Bob working in Waxhaw, North Carolina on a unified code development update in collaboration with Bill Grimes.*



## SCOTT BONJUKIAN, AICP

Scott is an urban designer committed to helping communities solve complex and interconnected problems, including housing affordability, climate change adaptation, and multimodal mobility. With a background in architecture and public sector planning, he brings a deep toolbox and open mind to every MAKERS project.

His key role in this project will include code analysis, draft development, and project management. Scott specializes in site plan concepts and review, online public engagement, and technical topics such as parking and lighting. Recent work with Bob has included design standards and development regulations for the communities of Anacortes, Covington, Issaquah, Port Orchard, Wenatchee, Carnation, and Mountlake Terrace.

Scott has presented at several local, state, and national conferences on a variety of planning topics, including updates to the Washington State Environmental Policy Act. Prior to MAKERS, Scott worked at the City of Port Orchard on comprehensive planning and downtown zoning updates.

**Title:** Associate 2 - Planner/Urban Designer

**Duty:** Urban Designer

**Current Availability:** 35%

**Spokane Project Availability:** 20%



## YIFAN XING, LEED AP, WELL AP, SITES AP

Yifan is an urban designer with an interdisciplinary background in architecture and urban design, and has practiced as an architectural designer and urban designer for architecture and urban planning firms such as GMP, CADG, HKS and SWA. On the Spokane project Yifan will assist with developing a consistent graphic style and project branding, site development case studies, and new visualizations and 3D graphics.

**Title:** Urban Designer

**Duty:** Graphic Designer

**Current Availability:** 25%

**Spokane Project Availability:** 15%



*Yifan has been leading the visualizations for the Renton Transit-Oriented Development Subarea Plan*



## SCJ ALLIANCE

**SCJ Alliance (SCJ)** is a multi-disciplinary consultancy based in the Pacific Northwest. With more than 130 employees—planners, landscape architects, civil engineers, transportation designers, environmental experts, and information technology specialists—we offer a wide and deep inventory of talented personnel. We are dedicated to working collaboratively with our clients to uncover creative approaches to planning strategy, community engagement, and design opportunities. Our staff is diverse, and the single common element among us is our personal commitment to finding creative, customized, compelling, and achievable solutions. We successfully build rapport at the outset by listening deeply to our client communities and approach each assignment with open minds, authentic curiosity, and talent. We've carefully selected our team for this project based on skill, related experience, and, most of all, passion for what we'll do.

SCJ knows that the challenges facing local government are increasingly complex and interconnected, and complicated by limited resources and time. Our strength is in not only our recognition of these issues, but in our first-hand experience working as staff in small and mid-sized cities throughout the region. We have broad expertise in the preparation of land use regulations and code updates, and seek innovative but practical answers to development proposals. We are committed to partnering with you, anticipating your needs, and achieving your community objectives.

SCJ is proud to be a 100% employee-owned corporation registered in the State of Washington.

### WILLIAM GRIMES, AICP

Bill has more than 30 years of planning, design, and public engagement experience, working on transportation plans and projects, zoning, critical areas ordinances, regional design frameworks, and development master plans. Some of his more notable projects have involved neighborhood, district, and downtown master plans, plans for private development and innovative implementation measures such as tax-increment financing, transfer of development rights programs, and public transportation benefit areas. Throughout his career, Bill has committed to transparent process, active and informed community dialogue, and application of creative, pragmatic, and effective design strategies that consider multiple perspectives and priorities.



**Title:** Principal  
**Duty:** TOD Lead  
**Current Availability:** 15%  
**Spokane Project Availability:** 15%



## ALICIA AYARS

Public engagement is about connecting people to the things that matter most to them about a place. Alicia brings an enthusiasm for connecting and engaging people on projects and topics they care most about.

Alicia has worked with a variety of communities in Central and Eastern Washington leading long-range planning projects like Comprehensive Plans, environmental and development code updates, and downtown subarea and revitalization plans. She also has experience with policy development and action planning. Alicia began her career in the public sector developing skills in community engagement, customer service, budget management, and served as project manager for many city initiatives. Planning processes facilitated by Alicia will draw on the power of collaboration and community. With a desire to provide engaging and quality work, Alicia values planning that positively impacts people and their community.

**Title:** Strategic Advancement Manager  
**Duty:** Public Engagement and Policy Development  
**Current Availability:** 30%  
**Spokane Project Availability:** 30%



## RACHEL GRANRATH, AICP

Rachel is a strong believer in placemaking and assisting clients to realize their potential and vision through the public planning process. She specializes in facilitating and managing complex groups and interests to achieve a comprehensive planning effort. Her skills include development and plan review, downtown planning, economic development, community engagement, long-range planning, redevelopment and infill, grant writing, and floodplain management.

Drawing from her experience in rural and urban communities, she excels in developing strategies, visual tools, urban design, and guiding a community from start to finish through an inclusive planning process. She takes great pride in her work and always strives to meet the needs and goals of the community.

**Title:** Senior Planner  
**Duty:** Zoning Development  
**Current Availability:** 10%  
**Spokane Project Availability:** 10%

## LELAND CONSULTING GROUP



### Leland Consulting Group (LCG)

is a team of strategic advisors providing expertise in market and financial analysis; the land use aspects of corridor and transit planning; economic development; public-private partnerships; and other areas. During 30+ years in business, LCG has helped to plan and implement progressive development throughout the Pacific Northwest, recognizing that special and economically vibrant places result not just from one factor, but from the combination of quality design, supportive markets, developer capacity, and financial strength. We balance rigorous analysis with candid advice to deliver strategies that our public and private clients use to enhance their communities and create lasting value.

### BRIAN VANNEMAN

Brian Vanneman is a real estate development advisor and urban planner who works with public agencies and private developers to create great urban places. Brian’s passion is for mixed-use destinations that blend adaptive reuse with ground-up development, missing middle housing communities, and transit-oriented development—places where people can meet, work, recreate, and thrive. In support of these and other projects, Brian assists public agencies and private developers to envision new uses for underutilized property, conduct market and financial analysis, build partnerships among diverse parties, and take action that makes better places possible.



**Title:** Principal  
**Duty:** Real Estate Development Strategist  
**Current Availability:** 20%  
**Spokane Project Availability:** 25%

### SAM BROOKHAM

Sam Brookham is an innovative and technically astute urban planner, real estate strategist, and project manager with a passion for sustainability. He believes in taking a holistic and equitable approach to planning and economic development by pursuing vision-driven economic objectives that are based on tailored, quantitative, market-based analysis and targeted engagement. At Leland Consulting Group, Sam conducts economic, market, and fiscal analyses and develops strategies that enable clients to make informed decisions about public investments in land use, transportation, and economic development projects.



**Title:** Associate  
**Duty:** Lead Market Analyst  
**Current Availability:** 20%  
**Spokane Project Availability:** 35%



## TOOLE DESIGN

Jennifer Toole founded Toole Design in 2003 with a mission to create dynamic communities where walking, biking, and using transit are possible for people of all ages and abilities. Since then, she has assembled a talented group of planners, engineers, urban designers, and landscape architects who share her passion for producing the highest quality work as well as her commitment to improving community health and quality of life. Founded in Maryland, the company now has 18 offices and over 200 employees across the country.

At Toole Design, we know that access to transit service is a foundational component of a safe, sustainable transportation system. Our staff have conducted extensive studies on the multimodal issues common to many U.S. transit corridors, such as bicycle and pedestrian crossings at transit corridors, bicycle, and pedestrian access to transit (including first-/last-mile access and bicycle parking), the integration of transit and bike corridors (including shared bike/bus lanes), bicycle parking volume and design, wayfinding for station access, and bus stop location and design. We have assisted in the planning of new BRT systems to ensure that bicycle and pedestrian access and circulation are incorporated from the outset (and in turn leveraged as crucial tools for reaching ridership goals); we have experience co-locating bikeshare with transit; and we have developed innovative designs for separated bike lanes and transit stops.



### AMALIA LEIGHTON CODY, PE, AICP

Amalia is a civil engineer and planner who brings significant experience in planning and designing infrastructure projects in Washington State. Amalia has partnered with municipal agencies and their stakeholders to manage transportation and parks projects that emphasize mobility, social equity, and community enhancement. Amalia brings extensive experience working on Comprehensive Plans, Subarea Plans, Corridor Studies, and Station Area Plans. Her expertise lies at the nexus of land use and transportation and utility infrastructure needs for various development scenarios. Amalia understands the importance of the interface between the adjacent buildings and the public rights-of-way.

**Title:** Seattle Office Director

**Duty:** Transportation and Infrastructure Lead

**Current Availability:** 25%

**Spokane Project Availability:** 25%

# PROJECT EXPERIENCE

## MARYSVILLE DOWNTOWN MASTER PLAN

MAKERS was hired in 2020 by the City of Marysville to update its Downtown Master Plan (originally developed by MAKERS in 2009) and implement new zoning and design regulations. The new plan and code, adopted unanimously by City Council in September 2021, build on the successful implementation of infrastructure projects recommended in the original plan, including a new City Hall/civic center complex in the heart of downtown, improvements in an adjacent park to create a town center open space, stormwater and street improvements, creation of a new waterfront park, and a road bypass to reduce congestion caused by railroad traffic.

The updated plan and implementing “form-based” code effectively reinforces existing assets, targets near term objectives, and allows for gradual, long-term changes that will create a more livable and economically resilient downtown at Marysville’s heart. The code was crafted as a consolidated chapter in the zoning code and includes:

- Refined zoning map with all new districts, integrating former single family districts now referred to as “Middle Housing 1 and 2”
- Simplified use and density/dimensional provisions crafted to implement the plan
- Strategic reductions in minimum parking requirements
- Through-block connection standards and design options that apply to key locations
- Enhanced block frontage standards that reinforce core storefront blocks and integrate strategic flexibility
- Updated site planning standards that address side/rear yard design treatment, usable internal open space, service elements, and site lighting
- Updated building design standards that include clear provisions for building articulation/massing, detailing, and materials

**Contract Period:**  
2020-2021

**Contact:**  
Chris Holland  
Planning Manager  
360-363-8207  
cholland@marysvillewa.gov



**Contract Period:**  
2016-2019

**Contact:**  
Libby Grage,  
Planning Manager  
(360) 299-1986  
LibbyB@cityofanacortes.org

# ANACORTES DEVELOPMENT REGULATIONS UPDATE

As a follow up to Anacortes' adoption of the award-winning Comprehensive Plan in 2016, Anacortes hired MAKERS again to help with an overhaul of the City's development regulations and to craft plan-implementing citywide design standards for multifamily and commercial development.

MAKERS collaborated closely with staff to design a complete reorganization of the code for ease of navigation, cleanup of existing code sections for readability, and integrate a number of new chapters and supporting graphic illustrations. Key elements included new block-frontage standards, standards for missing middle housing types, progressive parking standards, street and subdivision design standards, and a complete update of review procedures and approval criteria.

Early and continuous public outreach guided the project direction. Activities included two surveys, three open houses, stakeholder interviews, steering committee meetings, nearly 20 Planning Commission and City Council meetings, and responding to hundreds of constructive public comments.

Two years since adoption, the code has attracted more missing middle and multifamily housing types during this period than in the previous ten years combined. Staff, community members, applicants, and public officials find the code much easier to use and like the combination of greater infill opportunities and strategic flexibility, while appreciating the greater attention on site and building design.

## Block Frontage Designations Downtown



## Integrating Housing Diversity Current Issues & Preliminary Concepts

Over 80% of the existing housing in Anacortes is detached single family homes. The new comprehensive plan policies promote a wider variety of housing types to meet the full range of housing needs for the city's evolving population. The housing types listed below warrant special attention in this code update.

	Current Code	Comprehensive Plan Policy	Considerations
<b>Accessory Dwelling Units (ADU)</b>	Allowed in all residential zones subject to residential codes. The form of ADU must be compatible with the existing property. They may be used as a secondary unit for the home & R2D1 and R2D2 and R2D3.	Allow for attached and detached ADUs in all residential zones. ADUs must be compatible with the existing property and be designed to be consistent with the surrounding neighborhood. ADUs must be designed to be consistent with the surrounding neighborhood.	ADUs are a key component of the missing middle housing strategy. They provide a path to homeownership for many people and can help address the housing shortage. ADUs are also a key component of the aging in place strategy.
<b>Small Lot Single Family Dwelling</b>	None less than 3,000 sq ft. There are no design standards for these units other than the minimum lot coverage and setback requirements.	Allow for small lot single family dwellings that are less than 3,000 square feet in size. These units should be designed to be consistent with the surrounding neighborhood and provide a path to homeownership for many people.	Small lot single family dwellings are a key component of the missing middle housing strategy. They provide a path to homeownership for many people and can help address the housing shortage.
<b>Cottage Housing</b>	Not addressed.	Encourage the development of cottage housing in order of increasing density. Cottage housing should be designed to be consistent with the surrounding neighborhood and provide a path to homeownership for many people.	Cottage housing is a key component of the missing middle housing strategy. It provides a path to homeownership for many people and can help address the housing shortage.
<b>Townhouses</b>	These are specifically referenced in the code. They are subject to the same standards as other detached single family units.	Encourage the development of townhouses in order of increasing density. Townhouses should be designed to be consistent with the surrounding neighborhood and provide a path to homeownership for many people.	Townhouses are a key component of the missing middle housing strategy. They provide a path to homeownership for many people and can help address the housing shortage.
<b>Walk-Ups</b>	Allowed in R-4 zones with a height limit of 35 feet. Allowed in CBO zones with a height limit of 35 feet. Allowed in C-1 zones with a height limit of 40 feet.	Encourage these housing types in order of increasing density. Walk-ups should be designed to be consistent with the surrounding neighborhood and provide a path to homeownership for many people.	Walk-ups are a key component of the missing middle housing strategy. They provide a path to homeownership for many people and can help address the housing shortage.



# MOUNTLAKE TERRACE SUBAREA PLAN AND TOWN CENTER ZONING AND DESIGN STANDARDS

Anticipating a light rail station by 2023 and a new government campus in its Town Center, Mountlake Terrace hired MAKERS to help formulate a subarea plan and development regulations to encourage modern, mixed-use development. The area is currently characterized by post-war single-family lots and sparse commercial activity, but the community was open to change to accommodate its share of growth and to leverage incoming high-capacity transit connections.

Working with City staff, other consultant team members, steering committee members, public officials, and community members, MAKERS helped refine the Town Center’s vision statement, craft goals and policies, simplified zoning provisions, and new form-based design standards.

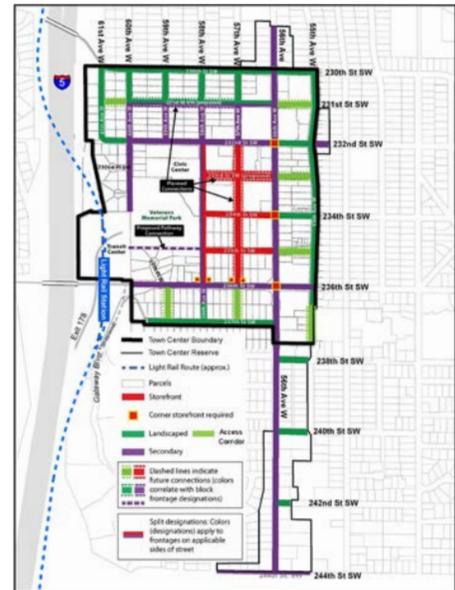
The previous Town Center planning area had six zones and multiple sub-zones for building types and heights, and challenging upper-level building setbacks. This complex setup effectively discouraged development. Under the new code, the Town Center is consolidated into three zones, including a minimum height of four-stories and a maximum height of 12-stories. Other key elements of the new zoning and design standards:

- New street and pathway extensions to break up large blocks
- Updated streetscape design standards for various street types
- Block frontage designations and standards to create a centralized “main street” and reinforce the desired form of street frontages
- Site and building design standards to enhance the character and livability of new developments consistent with the Town Center vision.



**Contract Period:**  
2018-2019

**Contact:**  
Stephen Clifton  
Assistant City Manager  
(425) 744-6209  
sclifton@ci.mlt.wa.us



**Contract Period:**

2015-2018

**Contact:**

Heather Trautman  
Principal Planner  
(509) 244-2552  
htrautman@cawh.org

## AIRWAY HEIGHTS PLANNING SUITE

SCJ has worked for the City of Airway Heights on multiple projects, (2016 - present) including a US 2 corridor plan, a comprehensive plan update, and a public art strategy. Another of our projects is the Industrial Subarea Plan which looked at a comprehensive industrial development strategy, master planning more than four square miles of industrial land to accommodate a wide variety of aviation-related and manufacturing uses. The project also included a full infrastructure analysis, preparing an infrastructure phasing plan and long-range capital projects budget to bring the area online in development phases. Working with a number of agency partners, SCJ completed the project within budget and in time to inform budgeting decisions for the City, Spokane Airport, the City of Spokane, and the Washington Department of Transportation (WSDOT).



**Contract Period:**

2019-2021

**Contact:**

Mike Frizzell  
Public Works Director  
(509) 935-8311  
mfrizzell@cityofchewelah.com

## CHEWELAH DOWNTOWN AND HOUSING SUBAREA PLAN

The Downtown & Housing Subarea Plan was identified as a community priority and area of study after completing the City's Comprehensive Plan Update. The implementation of the project was realized when the city was awarded state housing grant funding from E2SHB 1923.

The study was focused on two primary areas. The first was the downtown area on Main Street and Park Street. The downtown portion of the plan analyzed land use trends, studied the differences between the main street district and the highway corridor development, and produced code provisions for the downtown overlay zone. Zoning overlay provisions improved parking, enhancements for future downtown development, identified pedestrian amenities and improvements, and connected the Chewelah Walking Trail to downtown. The second area of study was residential development in the downtown and the medium-density residential zoning district surrounding the downtown within the subarea boundaries.

The plan resulted in an action strategy that included new code provisions for the downtown and housing, alignment of the Chewelah Walking Trail, improving the Civic Center as the city hub, and a transition space from the residential areas to the downtown main street.



# RESUMES



# Bob Bengford AICP

PARTNER

Bob Bengford is a certified planner with over 25 years of planning and urban design experience including work in several states. Bob has become a national leader in crafting form-based zoning and design provisions to meet community objectives, completing over 65-such projects at MAKERS. This includes a full spectrum of community and development types, from dense urban downtowns, historic neighborhoods, diverse communities, post-war commercial/industrial centers, and auto-oriented commercial corridors. Bob has been collaborating with communities on such projects long enough to see a range of developments occur under his codes. These results have offered great lessons in techniques that work, and in design review where adjustments can be made. His experience, enthusiasm, and communication skills have been instrumental in resolving conflicts and achieving consensus on design solutions in a wide variety of contexts.

## EXPERIENCE

MAKERS, 24 years  
Other, 4 years

## EDUCATION

Bachelor of Science,  
City and Regional Planning,  
Cal Poly San Luis Obispo,  
1992

## PROFESSIONAL

American Institute of  
Certified Planners (AICP),  
1999

Commercial Real Estate  
Certificate, University of  
Washington Extension, 2004

Community Planning  
Assistance Team Chair,  
Washington APA,  
2014-Present

Great Places Program  
Founder/Committee Member,  
Washington APA,  
2017-Present

## DESIGN GUIDELINES + DEVELOPMENT REGULATIONS

- » Marysville Downtown Form-Based Code, Marysville, WA
- » University District Code Updates, Spokane, WA
- » Mountlake Terrace Town Center Code, Mountlake Terrace, WA
- » Ridgefield Housing Code and Design Standards, Ridgefield, WA
- » Covington Downtown Form-Based Code, Covington, WA
- » Canyon Park Subarea Code and Design Standards, Bothell, WA
- » Wenatchee Sign Code, Wenatchee, WA
- » Freeland Form-Based Code, Island County, WA
- » Tukwila South Multifamily Design Guidelines, Tukwila, WA
- » Anacortes Unified Development Code, Anacortes, WA
- » Downtown Woodinville Illustrated Guide, Woodinville, WA
- » Carnation High Density Housing Regulations, Carnation, WA
- » Wenatchee Housing Code, Wenatchee, WA
- » Mt Vernon Design Standards, Mt Vernon, WA
- » Blaine Downtown Design Standards, Blaine, WA
- » Mercer Island Town Center Regulations, Mercer Island, WA
- » Tacoma Design Review Project, Tacoma, WA
- » Ellensburg Citywide Code Update and Energy Efficiency Strategy, Ellensburg, WA
- » Lacey Sign Code, Lacey, WA
- » Bozeman Unified Development Code, Bozeman, MT

## COMMUNITY PLANNING

- » Housing Action Plan and Housing Element Guidebooks, Washington State Department of Commerce
- » Housing Action Plans - Federal Way, Seatac, and Puyallup, WA
- » Moses Lake Comprehensive Plan, Moses Lake, WA
- » Coconino Joint Land Use Study, Coconino County, AZ
- » Naval Base Kitsap/Naval Magazine Indian Island Joint Land Use Study, Kitsap County, WA
- » SUBASE New London Joint Land Use Study, New London, CT
- » Anacortes Comprehensive Plan, Anacortes, WA
- » Woodinville Comprehensive Plan, Woodinville, WA
- » Sammamish Town Center Plan, Sammamish, WA



# Scott Bonjukian AICP

ASSOCIATE 1 - PLANNER / URBAN DESIGNER

With an education in both architecture and urban planning, Scott is uniquely suited to work on a wide range of comprehensive planning and urban design projects in all types of communities. Prior to MAKERS he worked in the public sector contributing to land use and transportation planning. He is familiar with best sustainability practices and helps clients prepare for 21st century challenges and opportunities. Scott supports MAKERS' urban design and facility planning projects with stakeholder engagement and public outreach, GIS mapping, policy research, site planning, and writing and editing.

## EXPERIENCE

MAKERS, 5 years  
Other, 3 years

## EDUCATION

Master of Urban  
Planning, Urban Design  
Specialization, University of  
Washington, 2015

B.S. in Architectural  
Studies, Washington State  
University, 2013

## PROFESSIONAL

American Institute of  
Certified Planners, 2019,  
#31497

City of Port Orchard  
Design Review Board

FAA Part 107  
Remote Pilot Certificate

## URBAN DESIGN AND DEVELOPMENT REGULATIONS

- » Downtown Form-Based Code, Covington, WA
- » Housing Code Updates, Ridgefield, WA
- » Tukwila South Residential Design Guidelines, Segale Properties, Tukwila, WA
- » Ruby Creek Neighborhood Planning Assistance, Port Orchard, WA
- » View Sensitive Overlay Analysis, Tacoma, WA
- » Wenatchee Sign Code, Wenatchee, WA
- » Interbay Public Development Advisory Committee (National Guard relocation), Seattle, WA
- » Development Regulations Update, Issaquah, WA
- » Development Regulations Update, Anacortes, WA
- » Town Center Subarea Plan, Mountlake Terrace, WA
- » High Density Development Regulations, Carnation, WA
- » Commercial and Multifamily Design Standards, Port Orchard, WA

## FACILITY PLANS

- » Port of Toledo Strategic Business Plan & Capital Investment Plan, Toledo, OR
- » Maintenance and Operations Center Master Plan, Redmond, WA
- » Facilities Strategic Management Plan, Redmond, WA
- » NOAA Fisheries Miami Lab Replacement Feasibility Study, Miami, FL

## COMMUNITY PLANNING

- » Joint Base Lewis-McChord Military Influence Area Overlay and Lighting Study, Lakewood, WA
- » Housing Affordability and Livability Agenda Public Engagement, Seattle, WA
- » 2016 Comprehensive Plan, Port Orchard, WA (prior to MAKERS)

## PUBLICATIONS AND PRESENTATIONS

- » "Parking Pushups: Reform for Right-Size Parking", Planning Association of Washington (2019)
- » "SEPA: Effects on Sustainable Growth", Washington Planning Conference (2019)
- » "Planning with Grassroots Media", National Planning Conference (2015)

## VOLUNTEER WORK

- » Co-Chair, Community Campaign to Lid Interstate 5 (nonprofit), Seattle, WA
- » Member, Freeway Park Capital Improvements Advisory Board, Seattle, WA



# Yifan Xing

LEED AP, WELL AP, SITES AP

URBAN DESIGNER

Yifan is an urban designer who excels in environmental research and design within built environments. He has an interdisciplinary background in architecture and urban design, and has practiced as an architectural designer and urban designer for architecture and urban planning firms such as GMP, CADG, HKS and SWA, where he contributed in design and research on sustainable community development, urban waterfront revitalization, hazard mitigation planning, and post-industrial facilities renovation. He has specific interest and professional insights in urban design projects within waterfront areas.

## EXPERIENCE

MAKERS, 1 year  
Other, 2 years

## EDUCATION

Master of Urban Design,  
University of Texas at  
Austin, Austin, TX, 2020

Master of Architecture,  
Southeast University,  
Nanjing, Jiangsu, China,  
2018

Bachelor of Architecture,  
China University of Mining  
and Technology, Xuzhou,  
Jiangsu, China, 2015

## PROFESSIONAL

LEED Accredited  
Professional

WELL Accredited  
Professional

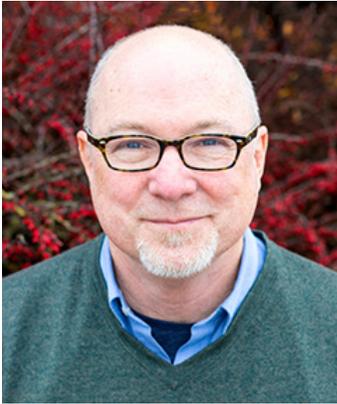
SITES Accredited  
Professional

## URBAN DESIGN AND PLANNING

- » Rainier/Grady Junction Subarea Plan, Renton, WA, USA
- » LA County - Los Padrinos Master Plan, Downey, CA, USA
- » Municipal Operations Sites Master Plan, Tempe, AZ, USA
- » Ambaum Corridor and Boulevard Park Planning and Land Use Study, Burien, WA, USA
- » Downtown Houston Warehouse District Revitalization Plan, Houston, TX, USA (prior to MAKERS)
- » Ecological Restoration and Renovation Plan for Samuell Farm, Dallas, TX, USA (prior to MAKERS)
- » East Archipelago\_ Future Development Strategy for East Austin Expansion, Austin, TX, USA (prior to MAKERS)
- » Revitalization Strategies\_Policies and Processes for Transformation in the Saint John Neighborhood, Austin, TX, USA (prior to MAKERS)
- » 5000 Feddan New Cairo Capital Garden Masterplan, Cairo, Egypt (prior to MAKERS)
- » Urban Renewal in Beijing Wangfujing Avenue, Beijing, China (prior to MAKERS)

## ARCHITECTURE

- » Edgewater Creek Bridge Replacement Project, Everett, WA
- » Deutsches Hafenumuseum, Hamburg, Germany (prior to MAKERS)
- » Pukou Police College Planning and Architecture Design, Nanjing, China (prior to MAKERS)
- » Zhonghe Headquarters Office Design, Shanghai, China (prior to MAKERS)
- » Luzhou Culture Center Planning and Architecture Design, Luzhou, China (prior to MAKERS)
- » new College Center Planning and Architecture Design in Xi'an Jiaotong University, Xi'an, China (prior to MAKERS)
- » Pukou Youth Creative Center Headquarters Office Design, Nanjing, China (prior to MAKERS)
- » Mingfa Medical Center Planning and Architecture Design, Nanjing, China (prior to MAKERS)
- » Liuhe Culture Center Planning and Architecture Design, Nanjing, China (prior to MAKERS)



# William Grimes, AICP

## Principal-in-Charge/TOD lead

Bill has more than 30 years of planning, design, and public engagement experience, working on transportation plans and projects, zoning, critical areas ordinances, regional design frameworks, and development master plans. Some of his more notable projects have involved neighborhood, district, and downtown master plans, plans for private development and innovative implementation measures such as tax-increment financing, transfer of development rights programs, and public transportation benefit areas. Throughout his career, Bill has committed to transparent process, active and informed community dialogue, and application of creative, pragmatic, and effective design strategies that consider multiple perspectives and priorities.

### Education

MURP, Urban and Regional Planning, California State Polytechnic University-Pomona

BS, Administrative Studies, University of California-Riverside

### Licenses/Registrations

American Institute of Certified Planners #8848

### Memberships

American Planning Association (APA)

### Experience

30 years

### Current Availability

15%

### Availability for this project

15%

### Relevant Experience

- ◆ **Lincoln Heights District Center Plan – Spokane, WA**  
Bill led meeting facilitation, team coordination and development of the plan supporting long-term growth and transformation of the Lincoln Heights District Center. Recommendations included land use, urban design, streetscape, transit and other implementation strategies. The plan identified specific strategies in response to neighborhood hopes and developer objectives, outlining incremental actions to facilitate reinvestment and enhance non-motorized transportation opportunities.
- ◆ **Depot District Subarea Plan – Lacey, WA**  
Bill led the subarea plan process to shape and facilitate development in Lacey’s historic core. A multi-day studio was the focus of this process, located in the heart of the study area and open to participants of all backgrounds and interests. The team developed land use scenarios, tested them with community participants and developed a series of development and transportation system concepts during the studio’s run. The preferred land use scenario emerging from the studio became the basis for the plan, generating a series of economic strategic recommendations and setting the stage for new development to occur.
- ◆ **Port Angeles Downtown Waterfront Redevelopment – Port Angeles, WA**  
Bill, as Principal in Charge/Project Manager, led community visioning, design, and construction phases of this project, taking it from an abstract concept based on community conversation to a brand-new downtown waterfront and community beach in the span of four years. The project unified the community in a new direction for its downtown waterfront and ferry landing, interweaving the Olympic Discovery Trail, a comprehensive wayfinding project and a restored community beach into a new civic landscape.
- ◆ **Manhattan Village Subarea Plan and Transfer of Developments Rights Program – Normandy Park, WA**  
Under a grant from the US Department of Ecology and the State, Bill led the reinvention of the Manhattan Village shopping center and vicinity into a receiving area for King County’s transfer of development rights program. The project included economic modeling to assess “willingness to pay” and the translation of that model into a physical development master plan that ultimately won community support. The City then hired Bill to prepare updates to its comprehensive plan, development regulations and design guidelines to implement the project, and resolve other issues the community was facing.

## **William Grimes, AICP**

### **Principal-in-Charge/TOD lead**

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#### **Projects with MAKERS, Leland Consulting Group, or Toole**

- ◆ Growth Policy Update – Helena, MT (**MAKERS**)
- ◆ North 7th Avenue Corridor Plan/Zoning Update – Bozeman, MT (**MAKERS/Leland**)
- ◆ Unified Development Ordinance Update and Implementation Strategy – Waxhaw, NC (**MAKERS**)
- ◆ Comprehensive Plan & Zoning Ordinance – Post Falls, ID (**MAKERS**)
- ◆ Lincoln Heights District Center Plan – Spokane, WA (**Leland**)
- ◆ Manhattan Village Subarea Plan and TDR program – Normandy Park, WA (**Leland**)
- ◆ Depot District Subarea Plan – Lacey, WA (**Leland/Toole**)
- ◆ Industrial subarea plan – Airway Heights, WA (**Leland**)
- ◆ Arch Bridge/Bolton neighborhood plan – West Linn, OR (**Leland**)

#### **Additional Project Experience**

- ◆ SRTC, North Division Corridor Plan – Spokane, WA
- ◆ Downtown Renaissance Plan Update – Fayetteville, NC
- ◆ Airway Heights Downtown Plan – Airway Heights, WA
- ◆ Chewelah Downtown Plan – Chewelah, WA
- ◆ Newcastle Downtown Plan – Newcastle, WA
- ◆ East Billings Urban Renewal Plan – Billings, MT
- ◆ North Foothills Redevelopment Plan – Spokane, WA
- ◆ Downtown Plan – Council Bluffs, IA



# Alicia Ayars

## Public Engagement and Policy Development

Public engagement is about connecting people to the things that matter most to them about a place. Alicia brings an enthusiasm for connecting and engaging people on projects and topics they care most about.

Alicia has worked with a variety of communities in Central and Eastern Washington leading long-range planning projects like Comprehensive Plans, environmental and development code updates, and downtown subarea and revitalization plans. She also has experience with policy development and action planning. Alicia began her career in the public sector developing skills in community engagement, customer service, budget management, and served as project manager for many city initiatives. Planning processes facilitated by Alicia will draw on the power of collaboration and community. With a desire to provide engaging and quality work, Alicia values planning that positively impacts people and their community.

### Education

BA, Urban and Regional Planning,  
Eastern Washington University

### Memberships

American Planning Association  
(APA)

### Experience

8 years

### Current Availability

30%

### Availability for this project

30%

### Relevant Experience

#### ◆ Industrial Subarea Plan – Airway Heights, WA

Alicia served as project manager for the Industrial Subarea (ISA) Plan for the City of Airway Heights. The city was awarded funding from the Community Economic Revitalization Board (CERB) to conduct the ISA Plan and feasibility study which analyzed approximately 300 acres of industrial lands on the south end of the city. Alicia provided public engagement, policy development, and addressed land use and public infrastructure within the subarea boundary. .

#### ◆ Downtown and Housing Subarea Plan – Chewelah, WA

Alicia serves as the current and long-range planner for the City of Chewelah, managing all incoming permit review as well as their large planning studies. The Downtown and Housing Subarea Plan was identified as a community priority and area of study after completing the City’s Comprehensive Plan Update. Alicia managed the grant funding, created and implemented the public engagement strategy, and led the project from start to finish. The plan resulted in an action strategy that included new code provisions for the downtown and housing, alignment of the Chewelah Walking Trail, improving the Civic Center as the city hub, and transition space from the residential areas to the downtown main street

### Additional Project Experience

- ◆ Regional Transportation Plan – Tri-County Economic Development District, WA
- ◆ Central Business District Plan – Airway Heights, WA
- ◆ Public Art Plan – Airway Heights, WA
- ◆ On-Call, Critical Areas, Zoning, and Comprehensive Planning Services – Chewelah, WA
- ◆ On-Call Planning Services – Quincy, WA
- ◆ On-Call Planning Services – Moses Lake, WA
- ◆ On-Call Planning Services – Ritzville, WA
- ◆ Critical Areas Ordinance – Ritzville, WA
- ◆ Development Code Update – Millwood, WA
- ◆ Grant Administrator – Airway Heights and Chewelah, WA
- ◆ Mayor’s Housing Quality Task Force – Spokane, WA



# Rachel Granrath, AICP

## Zoning Development

Rachel is a strong believer in placemaking and assisting clients to realize their potential and vision through the public planning process. She specializes in facilitating and managing complex groups and interests to achieve a comprehensive planning effort. Her skills include development and plan review, downtown planning, economic development, community engagement, long-range planning, redevelopment and infill, grant writing, and floodplain management. Drawing from her experience in rural and urban communities, she excels in developing strategies, visual tools, urban design, and guiding a community from start to finish through an inclusive planning process. She takes great pride in her work and always strives to meet the needs and goals of the community..

### Education

MA, Urban and Regional Planning,  
Eastern Washington University

BS, Architecture, Roger Williams  
University

### Licenses/Registrations

American Institute of Certified  
Planners #33291

### Memberships

American Planning Association  
(APA)

### Experience

12 years

### Current Availability

10%

### Availability for this project

10%

### Relevant Experience

◆ **Zoning, Subdivision, Building, and Stormwater Code Amendment – Cherry Hills Village, CO**

The City adopted a Code Modernization project to amend and streamline the Zoning, Subdivision, Building, and Stormwater Codes which Rachel managed during her time at the City. Her role included working with consultants facilitating meetings, subcommittee discussions and input, and presenting to Planning and Zoning Commission and City Council.

◆ **Downtown Revitalization Strategic Plan – Airway Heights, WA**

This planning effort focused on downtown revitalization to establish a strong economic center as well as provide housing options, particularly in the downtown area. Rachel managed virtual outreach and engagement due to COVID- 19 measures which included virtual workshops, a visual preference survey, stakeholder interviews, two-day virtual studio, and online engagement materials. The final plan provides a clear community vision, priorities, and implementation actions.

◆ **Elizabeth Downtown Strategic Plan 2015 – Elizabeth, CO**

The Downtown Strategic Plan was a planning update to the Department of Local Affairs (DOLA) Main Street study. As the Town’s Community Development Director, Rachel oversaw the public outreach, public input, visioning, and development of the Downtown Strategic Plan. The Plan was adopted in 2015 and secured Elizabeth’s placement as a Candidate of the Colorado Main Street Program.

### Additional Project Experience

- ◆ Zoning Code Amendment and Planned Development – Quincy, WA
- ◆ Development Regulations Update – Medical Lake, WA
- ◆ Airway Heights Commercial Zoning Amendment – Airway Heights, WA
- ◆ Comprehensive Plan, Development Regulations and Critical Areas Ordinance Update – Newport, WA
- ◆ Comprehensive Plan and Critical Areas Ordinance – Chewelah, WA
- ◆ Community Revitalization Plan – Bridgeport, WA
- ◆ On-Call Planning – Development & Permit Review – Moses Lake, WA
- ◆ On-Call Planning – Development & Permit Review – Medical Lake, WA
- ◆ On-Call Planning – Development & Permit Review – Cle Elum, WA



## BRIAN VANNEMAN

Brian Vanneman is a real estate development advisor and urban planner who works with public agencies and private developers to create great urban places. Brian's passion is for mixed-use destinations that blend adaptive reuse with ground-up development, missing middle housing communities, and transit-oriented development—places where people can meet, work, recreate, and thrive. In support of these and other projects, Brian assists public agencies and private developers to envision new uses for underutilized property, conduct market and financial analysis, build partnerships among diverse parties, and take action that makes better places possible.

### Education

- Master of Urban and Regional Planning, Graduate Certificate of Real Estate Development, Portland State University
- Bachelor of Arts, History and Journalism, University of Oregon, Clark Honors College

### Presentations and Public Speaking Experience

- Oregon Economic Development Association Conference
- American Council of Engineering Companies (ACEC)
- Urbanism Next Conference
- Association of Washington Cities Conference
- Rail~volution Conference
- Urban planning and architecture classes, Portland State University and University of Oregon

### Professional Memberships

- Urban Land Institute (ULI) and ULI NEXT
- Urbanism Next, National Conference Steering Committee
- The Street Trust, Portland, Oregon

### Representative Project Experience

- Lincoln Heights Neighborhood – District Center Plan, Spokane, WA
- Regional Growth Area Subarea Plan, University Place, WA
- Real Estate Asset Management Advisory Services, Spokane, WA
- Regional Transportation Vision, Spokane, WA
- Schoolhouse District Development Strategy, Woodinville, WA
- Development Advisory Services, Post Falls, ID
- Waterfront Master Plan and Development Strategy, Port of Vancouver, WA
- Martin Way Corridor Study, Lacey, WA
- Mill Creek Boulevard Subarea Plan, Mill Creek, WA
- Affordable Housing Development Advisory Services, Hood River, OR
- Midtown Corridor Strategy, Bozeman, MT
- Main Avenue Redesign Project, Twin Falls, ID
- Transit Center TOD Study, Wilsonville, OR
- Bellevue-Wilburton Grand Connection Study, Bellevue, WA
- Affordable Housing Incentives Analysis, Boise, ID
- Riverfront Master Plan and Preliminary Development Strategy, Eugene, OR



## **SAM BROOKHAM**

Sam Brookham is an innovative and technically astute urban planner, real estate strategist, and project manager with a passion for sustainability. He believes in taking a holistic and equitable approach to planning and economic development by pursuing vision-driven economic objectives that are based on tailored, quantitative, market-based analysis and targeted engagement. At Leland Consulting Group, Sam conducts economic, market, and fiscal analyses and develops strategies that enable clients to make informed decisions about public investments in land use, transportation, and economic development projects.

### **Education**

- Bachelor of Science, Urban Planning, University of Utah
- Bachelor of Science, Environmental and Sustainability Studies, University of Utah

### **Skills and Expertise**

- Technical: GIS, SketchUp, and Adobe Creative Suite
- Research and Analysis: land use, demographic, real estate, and economic development
- Public Speaking and Facilitation: public meetings, task forces, roundtables, and focus groups

### **Publications**

Author, with Lisa Cintron and Carlos Rodrigues: "A Guide to the Future: Repurposing Stranded Assets and Revitalizing Our Communities," June 2016

### **Professional Memberships**

American Planning Association

### **Representative Project Experience**

- West Plains Transportation Network Plan, Spokane, WA
- West Plains Connection, Spokane/Airway Heights, WA
- Metropolitan Transportation (MTP Update, Spokane, WA
- US 195/Interstate 90 Study, Spokane, WA
- West Plains Transportation Management Plan, Spokane, WA
- South Redmond US-97 Plan, Redmond, OR
- Schoolhouse District Development Strategy, Woodinville, WA
- Mead-Mt. Spokane (US 2), Spokane, WA
- Midtown Action Plan, Bozeman, MT
- Martin Way Corridor Study, Lacey, WA
- Transit-Oriented Development Study, Ogden, UT
- Mill Creek Boulevard Subarea Plan, Mill Creek, WA
- Industrial Subarea Plan, Airway Heights, WA
- Redwood Road Corridor Study, Salt Lake City to South Jordan, UT
- Downtown Civic Core Vision and Action Plan, Renton, WA
- Regional Growth Area Subarea Plan, University Place, WA



## **AMALIA LEIGHTON CODY, PE, AICP**

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### **TRANSPORTATION AND INFRASTRUCTURE LEAD**

#### **PROFESSIONAL HIGHLIGHTS**

Years of Experience: 19

Toole Design: 2017-Present

MIG/SvR: 2002-2017

#### **EDUCATION / CERTIFICATION**

Bachelor of Science,  
Civil Engineering,  
University of Washington: 2002

Professional Engineer: CA, WA

American Institute of  
Certified Planners

#### **APPOINTMENTS / AFFILIATIONS**

Seattle Planning Commission,  
2007-2016, Chair 2014- 2016

Seattle Design Commission  
2018 - Present

American Planning Association

Institute of Transportation  
Engineers

Urban Land Institute

Bridge Program Trainer, Seattle  
Works, Public Boards and  
Commissions, 2007-2015

American Planners Association  
Ten Big Ideas Initiative

Amalia is a civil engineer and planner who brings significant experience in planning and designing infrastructure projects in Washington State. Amalia has partnered with municipal agencies and their stakeholders to manage transportation and parks projects that emphasize mobility, social equity, and community enhancement. Amalia brings extensive experience working on Comprehensive Plans, SubArea Plans, Corridor Studies, and Station Area Plans. Her expertise lies at the nexus of land use and transportation and utility infrastructure needs for various development scenarios. Amalia understands the importance of the interface between the adjacent buildings and the public rights-of-way. Amalia has provided Comprehensive Plan, Municipal Code Revisions, and/or Design Guideline expertise for the following communities: Bellevue, Redmond, Seattle, Fife, Marysville, SeaTac, Des Moines, Covington, Snoqualmie, Burien, and Portland, OR.

#### **SELECTED PROJECT EXPERIENCE**

##### **Bellevue Complete Streets Transportation Design Manual, Bellevue, WA**

Toole Design prepared the narrative and graphics for a Bellevue Transportation Design Manual update that will include Complete Streets, Vision Zero, multimodal Level of Service, and neighborhood greenways policies and design concepts.

##### **Streets Illustrated: Seattle Rights-of-way Improvement Manual Update, Seattle, WA**

Toole Design assisted the City of Seattle in an update to the Seattle Right-of-Way Improvement Manual (ROWIM). Written and graphic content for the ROWIM included street typologies, green stormwater infrastructure approaches, public space management, interim design strategies, and construction coordination, among other topics. Toole Design was responsible for drafting the protected bike lane guidance and graphics providing details for accessible parking design, facility widths, separation criteria, pedestrian crossings, and intersection approach design. Amalia focused on ADA and the integration of green stormwater infrastructure into the streetscape.

##### **Accessible Mt. Baker Design Services, Seattle, WA**

Toole Design lead the non-motorized planning and design for this at key bus and light rail transit node in Southeast Seattle. Amalia assisted with the preliminary review of the design of pedestrian and bicycle access and facilities.

##### **Spokane Neighborhood Greenways, Spokane, WA**

Toole Design is providing outreach support and design services to evaluate two neighborhood greenway corridors north of Kendall Yards on N Chestnut Street and N Elm Street. The team is recommending intersection treatments including signage and pavement marking to make the corridor more predictable for all users.

EXHIBIT D

## Exhibit D: Fee Schedule

		MAKERS	SCJ	Leland		
<i>Team member role</i>		Partner	Planning Support	Urban Design Support	Market Analysis	
<i>Billing rate (blended)</i>		\$220	\$130	\$200	\$200	<b>Amount</b>
<b>Task</b>		Hours				
<b>1</b>	<b>Develop Scope of Services:</b>	4	4	2	2	\$ 2,200
<b>2</b>	<b>Communication and Public Outreach Plan (memo only)</b>	4	10			\$ 2,180
<b>3</b>	<b>Initial Review and Analysis</b>	36		30	30	\$ 27,720
<b>4</b>	<b>Concept Development - Regulatory Recommendations</b>	60	96	22	110	\$ 52,080
<b>5</b>	<b>Drafting and Refining Focus Area Concepts</b>	36	82	10	34	\$ 27,380
<b>6</b>	<b>Final Public Review Process</b>	28	38			\$ 11,100
<b>Travel Expenses</b>						\$2,325.00
<b>TOTAL</b>		<b>168</b>	<b>290</b>	<b>64</b>	<b>176</b>	<b>\$ 124,985</b>

3.4

5 min

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## 3.4 - Comp Plan Amendment RE: Capital Facilities Plan

*Thompson, Tim*

Council Sponsor: CP Beggs, CM Kinnear, and CM Bingle

An ordinance amending Appendix D of the comprehensive plan to revise the capital facilities plan to update the Transportation Impact Fee Project List to include additional transportation capacity improvement projects.

| For Discussion

### **Attachments**

[Z23-039COMP - PIES Briefing Paper\\_CompPlan\\_impactFee.pdf](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Planning Services
<b>Contact Name</b>	Tim Thompson
<b>Contact Email &amp; Phone</b>	<a href="mailto:tthompson@spokanecity.org">tthompson@spokanecity.org</a> 625-6893
<b>Council Sponsor(s)</b>	CP Beggs & CM Kinnear
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: <u>5 minutes</u>
<b>Agenda Item Name</b>	Z23-039COMP – An ordinance amending Appendix D of the comprehensive plan to revise the capital facilities plan to update the Transportation Impact Fee Project List to include additional transportation capacity improvement projects.
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>City staff discussed impact fees at the 8/2/22 PIES meeting and at the 2/16/23 Council study session. The proposed rate and boundary update is limited to the Downtown, South, West Plains and possibly a new Latah district. Staff has worked to update cost estimates, project lists and growth projections and worked with the Transportation Impact Fee Advisory Committee to shape the final options for Plan Commission and City Council consideration.</p> <p><b>Along with the impact fee update, a Comprehensive Plan Amendment is required.</b> The proposed amendment to the transportation impact fee program is intended to provide an updated project list along with revised impact fee structure to ensure capacity improvement funding is keeping pace with inflation and current construction cost estimates. The update to Appendix D is necessary to ensure the impact fee program is consistent with the comprehensive plan.</p> <p>The Plan Commission hearing is scheduled for 2/22/23 and the recommendations from that meeting will be discussed at PIES.</p>
<b>Proposed Council Action</b>	Staff requests Council support bringing forward a draft Ordinance for City Council Consideration for File Z23-039COMP (Comprehensive Plan Amendment Appendix D – Impact Fee Project List). Draft Ordinance language is attached.
<b>Fiscal Impact</b> Total Cost: <u>N/A</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <a href="#">Click or tap here to enter text.</a>  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	

*The transportation impact fee program is intended to provide a source of revenue for transportation improvements which are reasonably related to new development. The identified transportation improvements are located throughout the city and would benefit both citizens and businesses citywide. The update to the Transportation Impact Fee Program along with the updated project list within Appendix D of Comprehensive Plan will provide the framework necessary to collect the established impact fees which provide a vital funding source to complete identified capacity improvements.*

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

*Potential projects for transportation grant opportunities are dispersed throughout the City and should not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors. Equity considerations are included in SRTC's evaluation and scoring process.*

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

*Projects within the 6-year Streets program are evaluated for consistency with the City's Comprehensive Plan when they are initially added to the program. It is important the Impact Fee Project List be updated to demonstrate conformance with the City's Comprehensive Plan.*

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

*Projects on the impact fee list comply with goals and policies of Chapter 4 – Transportation of the City's Comprehensive Plan. It aligns with council resolution 2022-0055 endorsing the results of the US 195 / I-90 transportation study. Furthermore, the proposal supports Policy CFU 2.4 – Impact Fees as a mechanism to fund capital improvements, so new growth and development activity that has an impact upon public facilities pays a proportionate share of the cost of the relevant facilities.*

ORDINANCE NO. C \_\_\_\_\_

AN ORDINANCE AMENDING APPENDIX D OF THE COMPREHENSIVE PLAN TO REVISE THE CAPITAL FACILITIES PLAN TO INCLUDE ADDITIONAL CAPACITY IMPROVEMENT TRANSPORTATION PROJECTS; AND DECLARING AN EMERGENCY.

WHEREAS, Washington's legislature adopted RCW 82.02.050 *et seq* in order to enable cities to plan for new growth and development and to recoup from developers a predictable share of the infrastructure costs attributable to anticipated growth, and further intended that impact fees are to be a proportionate share of the costs of transportation system improvements that are reasonably related to and reasonably benefit the development; and

WHEREAS, pursuant to Ordinance No. C36276, the City Council recently imposed a moratorium on building permits for new residential construction in the Latah/Hangman and Grandview/Thorpe Neighborhood (the "Moratorium"); and

WHEREAS, as outlined in the Moratorium (the recitals of which along with the Council's related supplemental findings in support of the Moratorium are incorporated herein), the City has identified several capacity improvement transportation projects that are needed in order to accommodate the increased growth and development occurring and anticipated in the Latah/Hangman and Grandview/Thorpe Neighborhoods (the "Neighborhood"); and

WHEREAS, the purpose of the Moratorium was to give the City time to update its transportation impact fees to include these new capacity improvements in order to recoup from new development in the Neighborhood a predictable and proportionate share of the infrastructure costs that are reasonably related to and that will reasonably benefit their development(s); and

WHEREAS, in order to add these projects to the City's transportation impact fee project list, it is necessary to update the capital facilities element of the City's Comprehensive Plan to include the projects; and

WHEREAS, pursuant to Chapter 36.70A RCW ("GMA"), the City's comprehensive plan is subject to continuing review and evaluation by the City, but amendments to the plan are generally limited to once per year, except that, after appropriate public participation, amendments may be adopted whenever an emergency exists; and

WHEREAS, the City established an impact fee advisory board consisting of various community representatives which worked to review proposed changes to the fee schedules and service area boundaries; 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 August 29, 2022, with additional information provided on January 31, 2023; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on February 1, 2023; and

WHEREAS, staff requested comments from agencies and departments on February 7, 2023, and a public comment period ran from February 7, 2023 to March 13, 2023; and

WHEREAS, notice of the SEPA Checklist and Determination and announcement of the Plan Commission Hearing was published on February 8, 2023 and February 15, 2023; and

WHEREAS, the Spokane Plan Commission held a workshop to study the proposal on February 8, 2023; and

WHEREAS, a staff report reviewed all the criteria relevant to consideration of the proposal was published on February 14, 2023; and

WHEREAS, the Spokane Plan Commission held a public hearing, including the taking of public testimony, on February 22, 2023, during which the verbal public record was closed; and

WHEREAS, the Spokane Plan Commission closed the public written record on February 22, 2023; and

WHEREAS, the Spokane Plan Commission found the proposal is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Spokane Plan Commission found the proposal satisfies the final review criteria for Comprehensive Plan Amendments set forth in Spokane Municipal Code 17G.020.030; and

WHEREAS, the Spokane Plan Commission voted X to X to recommend approval of the proposed amendment; and

WHEREAS, this ordinance was reviewed and evaluated consistent with the requirements of RCW 36.70A.370; 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 Staff Report and the City of Spokane Plan Commission for the same purposes; and

WHEREAS, the City Council adopts the foregoing as its findings of fact documenting the existence of an emergency allowing this ordinance to become effective immediately upon adoption; and

WHEREAS, the city Council finds that this ordinance is necessary for the protection of public peace, health, or safety and for the immediate support of City government and its existing public institutions;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. Approval. The Capital Facilities Element of the Comprehensive Plan, specifically the Impact Fee Project List within Appendix D is amended to adopt an updated list of capital projects as shown on Exhibit A attached hereto.

Section 2. This ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance is necessary for the protection of the public safety and for the immediate support of City government and its existing public institutions, shall become effective immediately upon its passage. Without the updates approved by this ordinance, the City would not be able to require new growth and development to pay its proportionate share of the costs of system improvements that reasonably benefit the new development and transportation impact fees collected in the Neighborhood will be inadequate to cover the cost of system improvements that are reasonably related to and that will reasonably benefit new growth and development occurring and anticipated in the Neighborhood, thereby slowing the City's ability to finance and construct the needed system improvements.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

(Delivered to the Mayor on the \_\_\_\_\_ day of \_\_\_\_\_

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

Attest:  
Approved as to form:

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City Clerk  
Assistant City Attorney

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Mayor

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Date

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Effective Date

# Exhibit A

## Appendix D - Impact Fee Project List for Capital Facilities Plan

Project	Description	Estimated Cost (in 2022 dollars)
5th Ave / Sherman St	Intersection - Install new traffic signal	\$858,004
Ash Street 2-way from Broadway to Dean	Convert Ash Street to a 2-way street to allow access to Maple Street Bridge SB.	\$296,182
D Bicycle Improvements	stripe bike facilities on arterials, , crossing improvements	\$500,000
D Pedestrian Improvements	install pedestrian facilities on arterials	\$500,000
Assembly St / Francis Ave (SR291)	Intersection - Construct Roundabout	\$3,090,000
Indian Trail Rd - Kathleen to Barnes	Widening - Construct to 5-lane section	\$4,100,000
Wellesley / Driscoll	WB right turn lane	\$31,000
Wellesley / Assembly	signal	\$1,030,000
Francis/Alberta	modify NB and SB lanes to allow protected phasing	\$824,000
Francis/Maple	add WBR lane	\$824,000
NW Bicycle Improvements	stripe bike facilities on arterials	\$100,000
NW Pedestrian Improvements	install pedestrian facilities on arterials	\$100,000
29th Ave / Freya St	Stripe EBL and WBL turn lanes, and widen for NB and SB left turn lane. Keep 4-way stop.	\$167,707
29th/ Regal	EBR slip lane, bike lanes N-S, new cabinet, signal pole	\$520,000
37th / Ray, 37th/Freya	37th/Ray roundabout or realignment with signal. Includes modifications to Ferris High School driveways. Signalize 37th/Freya.	\$5,810,826
57th/Hatch	Reconfigure and install signal	\$1,654,933
44th/Regal	Widen northbound approach to 2 lanes	\$598,679
Freya / Palouse Hwy	roundabout (or turn lanes)	\$4,987,000
S Bicycle Improvements	stripe bike facilities on arterials	\$250,000
S Pedestrian Improvements	install pedestrian facilities on arterials	\$250,000
Lindeke frontage road from 16th to Thorpe	2-3 lane frontage road, with bridge for trail at 16th	\$9,300,000
US 195/Meadowlane	intersection improvement with J-turns	\$809,663
Inland Empire Way two-way	provide 2 way roadway from Cheney-Spokane to downtown	\$9,200,000
BNSF Tunnel on Thorpe - PE and concept eval	widen existing tunnel or bore new pedestrian tunnel	\$1,400,000
Fish Lake Trail Tunnel on Thorpe - PE and concept eval	replace with bridge to provide wider roadway	\$600,000
Qualchan and Cheney-Spokane Path	pathway from Lincoln Blvd to Yokes	\$1,093,917
Cheney-Spokane restripe and bike path	Qualchan to Interchange	\$1,860,627
Lincoln Rd / Nevada St	Intersection Improvements - Construct separate eastbound and westbound left-turn lanes; include west leg widening and construction of 3-lane east of Nevada 1000'	\$1,545,000
Mission/Havana	signal or protected receiving lane for NB left.	\$824,000
Crestline / Magnesium	add EBR turn lane, two lanes for NB, all-way stop.	\$670,000
Nevada / Magnesium	left turn protected-permitted phasing, restripe for WBL and EBL turn lanes, add WBR, one through lane east-west, maybe ROW on NE corner	\$1,030,000
Sprague/Freya	Add NBR turn lane	\$503,000
NE Bicycle Improvements	stripe bike facilities on arterials	\$100,000
NE Pedestrian Improvements	install pedestrian facilities on arterials	\$100,000
21st Avenue: Hazelwood to Lucas, Technology to Spotted	segment - construct new 3-lane arterial	\$10,715,560
21st Avenue: Lucas Drive to Flint (built)	segment - construct new 3-lane arterial	\$1,485,553
12th Avenue: Deer Heights to Flint	segment - construct new 3-lane arterial	\$3,733,396
12th-14th Avenue: Campus to Russell	segment - construct new arterial	\$7,506,982
Sidewalk on Lindeke	from 13th to 16th	\$1,114,474
Rustle Street Bridge Widening for Non-Motorized users	add non-motorized	\$5,872,347
Sidewalk on Grandview	from Garden Springs-Rustle to 17th	\$903,578
Sunset Highway/Assembly	new signal	\$823,690
Sunset/Government Way	signal upgrades to protected-permitted phasing	\$354,007
W Bicycle Improvements	stripe bike facilities on arterials or US 2 Bike Path	\$50,000
W Pedestrian Improvements	install pedestrian facilities on arterials	\$50,000

**Total Project Cost**

\$88,138,125



## STAFF REPORT FOR FILE Z23-039COMP (APPENDIX D)

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 impact fee project list found within Appendix D. 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

<b>Parcel(s):</b>	N/A – Various locations citywide
<b>Address(es):</b>	N/A – Various locations citywide
<b>Property Size:</b>	N/A
<b>Legal Description:</b>	Not applicable
<b>General Location:</b>	N/A – This proposal affects existing and future rights-of-way throughout the city.
<b>Current Use:</b>	N/A – This proposal affects existing and future rights-of-way throughout the city.

### II. APPLICANT SUMMARY

<b>Staff Contact:</b>	Tim Thompson, Planning Services Inga Note, Integrated Capital Management
<b>Applicant:</b>	City of Spokane
<b>Property Owner:</b>	City of Spokane

### III. PROPOSAL SUMMARY

<b>Current Land Use Designation:</b>	N/A – This proposal affects existing and future rights-of-way throughout the city.
<b>Proposed Land Use Designation:</b>	N/A
<b>Current Zoning:</b>	N/A – This proposal affects existing and future rights-of-way throughout the city.
<b>Proposed Zoning:</b>	N/A
<b>SEPA Status:</b>	An Addendum to existing environmental documents was issued on February 7, 2023. Existing Environmental Documents: EIS

	issued for City of Spokane Comprehensive Plan Final Environmental Impact Statement and Draft Comprehensive Plan and Draft Environmental Impact Statement an integrated GMA and SEPA Document 2000-2020, in 2001; as amended in 2006, and as additionally amended in 2017 for the City's 2017-2037 Comprehensive Plan Periodic Update (201700881). .
<b>Plan Commission Hearing Date:</b>	February 22, 2023
<b>Staff Contact:</b>	Tim Thompson, Principal Planner, <a href="mailto:tthompson@spokanecity.org">tthompson@spokanecity.org</a>
<b>Staff Recommendation:</b>	<b>Approve</b>

#### IV. BACKGROUND INFORMATION

1. **General Proposal Description:** Pursuant to the procedures established by SMC 17G.020, enabled by RCW 36.70A.130, this request is to amend the Capital Facilities Plan, specifically the transportation impact fee project list within Appendix D of the Comprehensive Plan. The original text can be found in Exhibit A. The proposed language can be found in Exhibit B.

The proposal seeks to update the transportation impact fee project list to coincide with an update to traffic impact fees within the identified area. The proposal is necessary for consistency within the transportation impact fee program as established in Chapter 17D.075 of the Spokane Municipal Code.

RCW 82.02 authorizes the use of impact fees to pay for public facilities necessary to serve new development. The purpose of the Transportation Impact Fee Program is to help fund necessary transportation capacity improvements reasonably related to the new development. The fees must be a proportionate share of the cost of the public facilities and be used for facilities that reasonably benefit the new development.

City Council adopted the original impact fee ordinance in November 2008. This established the impact fee program and allowed collection of impact fees once the necessary studies were completed. The final amended Impact Fee ordinance was passed on February 10, 2011.

The Impact Fee Program was amended in November 2019. (West Plains, Bike/Ped credits, fee structure, project list).

Impact fees may be collected and spent only for public facilities which are addressed in the City's comprehensive plan.

2. **Site Description and Physical Conditions:** The proposal concerns an update to the impact fee project list found in Appendix D of the Comprehensive Plan. The impacted projects are located throughout the city.
3. **Property Ownership:** The proposed changes to the transportation impact fee project list within Appendix D impact will affect existing and future right-of-way throughout the city.
4. **Adjacent Property Improvements and Uses:** Property uses are of various types, including residential, industrial, and commercial uses.

5. **Street Class Designations:** N/A
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:

Transportation Impact Fee Advisory Committee Meeting #1 Topic: District Boundaries	November 15, 2022
Transportation Impact Fee Advisory Committee Meeting #2 Topics: Project List, Rate Calculations, Cost Index	December 13, 2022
Transportation Impact Fee Advisory Committee Meeting #3 Topics: Rates, Boundaries, Options, Member Feedback	January 10, 2023
Notice of Plan Commission Public Hearing and SEPA Addendum Notice Issued	February 7, 2023
Plan Commission Workshop	February 8, 2023
Plan Commission Hearing Date	February 22, 2023
Public Infrastructure, Environment & Sustainability Committee	February 27, 2023
City Council Hearing Date (Anticipated)	March 13, 2023

2. **Comments Received:** A request for comments was issued to City departments, local agencies, and departments, along with pertinent application details, on February 7, 2023. The comment period extends to February 22, 2023. However, City Council may receive comments until final action has been taken.
3. **Public Workshop:** A public workshop with the Spokane Plan Commission was held on February 8, 2023, during which the particulars of the proposals were presented to the Plan Commission for their consideration and discussion.

## VI. APPLICATION REVIEW AND ANALYSIS

1. **Guiding Principles:** SMC 17G.020.010 provides the following guiding principles for amending the comprehensive plan:

- 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. **Emergency Amendment.** Under GMA, the City is generally limited to amending its comprehensive plan once per year. See also SMC 17G.020.040D. GMA provides, however, that after appropriate public participation a city may adopt amendments to its comprehensive plan whenever an emergency exists. Here, the Spokane City Council previously declared an emergency in adopting Ordinance No. C36276 imposing a moratorium on building permit applications for residential structures in the Latah/Hangman and Grandview/Thorpe Neighborhoods. The primary purpose of the moratorium was to give the City time to update its capital facility plan and transportation impact fee project list and associated fees. With advice from the City Attorney's Office, the Planning Department is satisfied that the current situation qualifies as an emergency of neighborhood or community-wide significance and is appropriate to process as an emergency amendment. As outlined above, there has been appropriate public participation and the public has had ample opportunity to comment on the proposal.
3. **Review Criteria:** SMC 17G.020.030 provides a list of considerations that are to be used, as appropriate, 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 proposals would be in conflict, and as of the date of this staff report, no comments were received to this effect from any applicable agencies receiving notice of the proposals.

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.

One of GMA’s goals is to ensure that public facilities are adequate to serve new development, and by enacting RCW 82.02.050 *et seq* the legislature intended to enable cities to plan for new growth and development and to recoup from developers a predictable share of the infrastructure costs attributable to anticipated growth, and further intended that impact fees are to be a proportionate share of the costs of system improvements, including roads and other public infrastructure identified in the capital facilities elements of cities’ comprehensive plans, that are reasonably related to and reasonably benefit new growth and development. The current proposal seeks to update the City’s comprehensive plan to include transportation improvements that are needed to accommodate new growth and development anticipated in the City.

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 proposed amendment to the transportation impact fee program is intended to provide an updated project list along with revised impact fee structure to ensure capacity improvement funding is keeping pace with inflation and current construction cost estimates. The update to Appendix D ensures the impact fee program is consistent with the comprehensive plan.

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: The purpose of the Transportation Impact Fee Program is to help fund necessary transportation capacity improvements reasonably related to the new development. The fees must be a proportionate share of the cost of the public facilities and be used for facilities that reasonably benefit the new development. Other funding sources may be necessary to address any potential funding shortfall.

The project list currently found in Appendix D does not include projects that are necessary to accommodate anticipated growth in certain areas in the City, and the impact fees currently being collected by the City in these areas are inadequate to cover the new developments’ proportionate share of the cost of necessary new system improvements that will be reasonably related to and that will reasonably benefit the new development. It is necessary to update the City’s

transportation impact fees so that the fees (I) are adequate to cover the cost of system improvements that are reasonably related to new growth and development occurring and anticipated in the City, (ii) do not exceed a proportionate share of the costs of system improvements that are reasonably related to the new development, and (iii) will be used for system improvements that will reasonably benefit the new development.

The proposal satisfies this criterion.

**E. Internal Consistency:**

1. *The requirement for internal consistency pertains to the comprehensive plan as it relates to all 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 proposals are 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, the proposed amendment to the transportation impact fee program is intended to provide an updated project list along with revised impact fee structure to ensure capacity improvement funding is keeping pace with inflation and current construction cost estimates. The update to Appendix D ensures the impact fee program is consistent with the comprehensive plan.
- *Miscellaneous Comprehensive Plan Goals and Policies.* TR Goal 3, found in the Transportation Element of the Comprehensive Plan, states the city will emphasize investments for context-sensitive roadway projects – maintenance, preservation, right-sizing - equitably across the city by seeking funding from a variety of sources and pursuing opportunities for system maintenance revenue for arterials, residential streets, and sidewalks. In addition, the city will remain good stewards of the transportation system by seeking out ways to use cost saving strategies and efficiencies for the best use of the available funds. The proposal is also consistent with Goal CFU 2.4 within the Capital Facilities and Utilities Element of the Comprehensive Plan.

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 consistent with current comprehensive plan policies, as described in further detail in other criteria in this report. Therefore, no amendment to policy wording other than the current proposal is necessary and this criterion does not apply.

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: There are no proposed land use changes associated with this amendment. The proposed amendment would simply amend capital facilities plan revising the transportation impact fee project list within Appendix D of the comprehensive plan. There are 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 these proposals are not regionally consistent.

The revised project list incorporates many of the capacity increasing improvements identified in the US 195/I-90 Transportation Study and projects from several studies of the US 2 corridor. These projects will implement the regional vision of providing parallel routes to the state highways and will provide additional capacity that is needed to accommodate and that will reasonably benefit the new growth and development anticipated in this part of Spokane

The parallel routes are identified on the City's Comprehensive Plan Map TR 12 as proposed arterials.

The fee schedule is calculated using the project list and forecasts of traffic growth from 2019 to 2045. The traffic growth data comes from the official population growth forecasts and trip patterns from the SRTC regional travel demand model.

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: This proposal is a text amendment, modifying the transportation impact fee project list within Appendix D, and not a land use plan map amendment. The proposal

is in concert with proposed amendments to Chapter 17D.075 of the Spokane Municipal Code.

The proposal satisfies this criterion.

- H. SEPA:** *SEPA 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 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 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. Based on 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, an Addendum to an existing environmental document was issued on February 7, 2023. The Addendum was issued based on the City of Spokane Comprehensive Plan Final Environmental Impact Statement and Draft Comprehensive Plan and Draft Environmental Impact Statement an integrated GMA and SEPA Document 2000-2020, in 2001; as amended in 2006, and as additionally amended in 2017 for the City's 2017-2037 Comprehensive Plan Periodic Update (201700881). As the lead agency for the proposal, the Director determined that the proposal does not have a probable significant adverse impact on the environment and does not have an environmental impact substantially different from the original project list.

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 does not adversely affect the City's ability to provide necessary public facilities. Instead, the proposal will enhance the City's ability to provide transportation facilities needed to accommodate anticipated growth in the City. The proposal seeks to update the transportation impact fee project list to coincide with an update to traffic impact fees within the identified area. The proposal is necessary for consistency within the transportation impact fee program as established in Chapter 17D.075 of the Spokane Municipal Code. The proposed amendment to the transportation impact fee program is intended to provide an updated project list along with revised impact fee structure to ensure capacity improvement funding is keeping

pace with inflation and current construction cost estimates. The update to Appendix D ensures the impact fee program is consistent with the comprehensive plan.

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 proposals do not include an expansion to the UGA.

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 proposals do not include a policy adjustment. The proposal seeks to update the transportation impact fee project list to coincide with an update to traffic impact fees within the identified area. The proposal is necessary for consistency within the transportation impact fee program as established in Chapter 17D.075 of the Spokane Municipal Code. The proposed amendment to the transportation impact fee program is intended to provide an updated project list along with revised impact fee structure to ensure capacity improvement funding is keeping pace with inflation and current construction cost estimates. The update to Appendix D ensures the impact fee program is consistent with the comprehensive plan.

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:*

Staff Analysis: The proposal does not include a policy adjustment.

This criterion does not apply.

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: The proposal does not include an amendment to the land use plan map, meaning no concurrent rezone is required.

This criterion does not apply.

## VII. CONCLUSION

The proposal has been processed and considered according to the requirements of the Spokane Municipal Code. The proposal is necessary to address an emergency of neighborhood and/or community-wide significance, and there has been ample opportunity for stakeholder and public input on the proposal. According to the information provided above and the whole of the administrative record, the proposal appears to meet the criteria for a comprehensive plan amendment as provided in SMC 17G.020.030.

Pursuant to Chapter 17G.020 SMC, at the close of public testimony and deliberations, the Plan Commission is charged with making a recommendation to the City Council. The Plan Commission's recommendation is based on the guiding principles, final review criteria, public input, conclusions from relevant studies, the staff report, and the SEPA determination. The Plan Commission may recommend approval and may decide to condition its approval recommendation on modification of the proposal. In this case the Plan Commission has been presented with several options regarding service area boundaries and project costs and it would be helpful if the Plan Commission's recommendation indicates its preference for the options presented. The Plan Commission may also recommend denial of the proposal.

## VIII. STAFF RECOMMENDATION

Staff recommends the Plan Commission and City Council **approve** the city-sponsored proposal.

## IX. LIST OF EXHIBITS

- A. Existing Impact Fee Project List (Page 41 of Appendix D)
- B. Proposed Impact Fee Project List
- C. Transportation Impact Fee Advisory Committee Members
- D. SEPA Documentation
- E. Draft Ordinance

# Exhibit A

Appendix D - Impact Fee Project List for Capital Facilities Plan

Project	Description	Estimated Cost (in 2022 dollars)
5th Ave / Sherman St	Intersection - Install new traffic signal	\$858,004
Ash Street 2-way from Broadway to Dean	Convert Ash Street to a 2-way street to allow access to Maple Street Bridge SB.	\$296,182
D Bicycle Improvements	stripe bike facilities on arterials, , crossing improvements	\$500,000
D Pedestrian Improvements	install pedestrian facilities on arterials	\$500,000
Assembly St / Francis Ave (SR291)	Intersection - Construct Roundabout	\$3,090,000
Indian Trail Rd - Kathleen to Barnes	Widening - Construct to 5-lane section	\$4,100,000
Wellesley / Driscoll	WB right turn lane	\$31,000
Wellesley / Assembly	signal	\$1,030,000
Francis/Alberta	modify NB and SB lanes to allow protected phasing	\$824,000
Francis/Maple	add WBR lane	\$824,000
NW Bicycle Improvements	stripe bike facilities on arterials	\$100,000
NW Pedestrian Improvements	install pedestrian facilities on arterials	\$100,000
29th Ave / Freya St	Stripe EBL and WBL turn lanes, and widen for NB and SB left turn lane. Keep 4-way stop.	\$167,707
29th/ Regal	EBR slip lane, bike lanes N-S, new cabinet, signal pole	\$520,000
37th / Ray, 37th/Freya	37th/Ray roundabout or realignment with signal. Includes modifications to Ferris High School driveways. Signalize 37th/Freya.	\$5,810,826
57th/Hatch	Reconfigure and install signal	\$1,654,933
44th/Regal	Widen northbound approach to 2 lanes	\$598,679
Freya / Palouse Hwy	roundabout (or turn lanes)	\$4,987,000
S Bicycle Improvements	stripe bike facilities on arterials	\$250,000
S Pedestrian Improvements	install pedestrian facilities on arterials	\$250,000
Lindeke frontage road from 16th to Thorpe	2-3 lane frontage road, with bridge for trail at 16th	\$9,300,000
US 195/Meadowlane	intersection improvement with J-turns	\$809,663
Inland Empire Way two-way	provide 2 way roadway from Cheney-Spokane to downtown	\$9,200,000
BNSF Tunnel on Thorpe - PE and concept eval	widen existing tunnel or bore new pedestrian tunnel	\$1,400,000
Fish Lake Trail Tunnel on Thorpe - PE and concept eval	replace with bridge to provide wider roadway	\$600,000
Qualchan and Cheney-Spokane Path	pathway from Lincoln Blvd to Yokes	\$1,093,917
Cheney-Spokane restripe and bike path	Qualchan to Interchange	\$1,860,627
Lincoln Rd / Nevada St	Intersection Improvements - Construct separate eastbound and westbound left-turn lanes; include west leg widening and construction of 3-lane east of Nevada 1000'	\$1,545,000
Mission/Havana	signal or protected receiving lane for NB left.	\$824,000
Crestline / Magnesium	add EBR turn lane, two lanes for NB, all-way stop.	\$670,000
Nevada / Magnesium	left turn protected-permitted phasing, restripe for WBL and EBL turn lanes, add WBR, one through lane east-west, maybe ROW on NE corner	\$1,030,000
Sprague/Freya	Add NBR turn lane	\$503,000
NE Bicycle Improvements	stripe bike facilities on arterials	\$100,000
NE Pedestrian Improvements	install pedestrian facilities on arterials	\$100,000
21st Avenue: Hazelwood to Lucas, Technology to Spotted	segment - construct new 3-lane arterial	\$10,715,560
21st Avenue: Lucas Drive to Flint (built)	segment - construct new 3-lane arterial	\$1,485,553
12th Avenue: Deer Heights to Flint	segment - construct new 3-lane arterial	\$3,733,396
12th-14th Avenue: Campus to Russell	segment - construct new arterial	\$7,506,982
Sidewalk on Lindeke	from 13th to 16th	\$1,114,474
Rustle Street Bridge Widening for Non-Motorized users	add non-motorized	\$5,872,347
Sidewalk on Grandview	from Garden Springs-Rustle to 17th	\$903,578
Sunset Highway/Assembly	new signal	\$823,690
Sunset/Government Way	signal upgrades to protected-permitted phasing	\$354,007
W Bicycle Improvements	stripe bike facilities on arterials or US 2 Bike Path	\$50,000
W Pedestrian Improvements	install pedestrian facilities on arterials	\$50,000

Total Project Cost

\$88,138,125

# Exhibit B

2017 DRAFT Capacity Improvement Project List

Project	Description	Estimated Cost	Region
5th Ave / Sherman St	Intersection - Install new traffic signal	\$700,000	D
Trent / Hamilton intersection	modifications due to new traffic patterns with NSC	\$1,000,000	D
Downtown Bike Share	Paid bike share program	\$200,000	D
D Bicycle Improvements	stripe bike facilities on arterials	\$500,000	D
D Pedestrian Improvements	install pedestrian facilities on arterials	\$250,000	D
Ash Street 2-way from Broadway to Dean	Convert Ash Street to a 2-way street to allow access to Maple Street Bridge SB.	\$250,000	D
Assembly St / Francis Ave (SR291)	Intersection - Construct Roundabout	\$3,000,000	NW
Indian Trail Rd - Kathleen to Barnes	Widening - Construct to 5-lane section	\$4,100,000	NW
Francis/Alberta	modify NB and SB lanes to allow protected phasing	\$500,000	NW
Francis/Maple	add WBR lane	\$500,000	NW
NW Bicycle Improvements	stripe bike facilities on arterials	\$250,000	NW
NW Pedestrian Improvements	install pedestrian facilities on arterials	\$250,000	NW
29th Ave / Freya St	Stripe EBL and WBL turn lanes, and widen for NB and SB left turn lane. Keep 4-way stop.	\$1,500,000	S
29th Ave TWLTL	between Martin and Strong	\$300,000	S
37th Ave / Freya st	Construct traffic signal	\$250,000	S
37th Ave / Ray St	Construct traffic signal and WBR channelization	\$250,000	S
Ray-Freya Crossover	Segment - construct road project	\$4,056,000	S
44th Ave from Crestline to Altamont	new collector road section	\$500,000	S
44th/Regal	Widen northbound approach to 2 lanes	\$150,000	S
Freya / Palouse Hwy	roundabout (or turn lanes)	\$1,000,000	S
S Bicycle Improvements	stripe bike facilities on arterials	\$250,000	S
S Pedestrian Improvements	install pedestrian facilities on arterials	\$250,000	S
Lincoln Rd / Nevada St	Intersection Improvements - Construct separate eastbound and westbound left-turn lanes; include west leg widening and construction of 5-lane east of Nevada 1000'	\$1,000,000	NE
Hamilton St Corridor - Desmet Ave to Foothills Ave	Segment Improvements - Construct traffic signal modifications to accommodate protected or protected/permitted signal phasing. New signal at Desmet.	\$0	NE
Mission/Havana	signal	\$800,000	NE
Nevada / Magnesium	left turn phasing, additional lanes	\$1,000,000	NE
Greene/Ermina	New signal to accommodate SCC access for transit and future NSC (mostly funded by STA)	\$200,000	NE
NE Bicycle Improvements	stripe bike facilities on arterials	\$250,000	NE
NE Pedestrian Improvements	install pedestrian facilities on arterials	\$250,000	NE
US 2 / Deer Heights Signal	new signal	\$1,200,000	W
21st Avenue: Deer Heights to Flint/Granite	segment - construct new 3-lane arterial	\$2,583,000	W
Deer Heights Road: south end to 18th/21st	segment - construct new 2-lane arterial	\$610,000	W
12th Avenue: Deer Heights to Flint/Granite	segment - construct new 2-lane arterial	\$1,865,000	W
US 2 Bike Path	bike path from Deer Heights to Sunset Hill	\$0	W
W Bicycle Improvements	stripe bike facilities on arterials	\$100,000	W
W Pedestrian Improvements	install pedestrian facilities on arterials	\$100,000	W

Total Downtown =	\$2,650,000
Total Northwest =	\$8,600,000
Total South =	\$8,506,000
Total Northeast =	\$3,500,000
West Plains =	\$6,458,000
Grand Total =	<b>\$29,714,000</b>

# Exhibit C

## Transportation Impact Fee Advisory Committee Members

Members	Occupation/Affiliation
Bill White	Transportation Consultant
Craig Soehren	Commercial Broker
Jennifer Thomas	Homebuilder's Government Affairs Director
Greg Francis	District 2 Citizen, Plan Commission
Michelle Pappas	Futurewise
Mary Winkes	District 2 Citizen, Plan Commission, Community Assembly
Lori Kinnear	City Council Member, District 2
Mike Ulrich	SRTC
Kai Huschke	District 2 Citizen, Latah-Hangman Neighborhood
Elizabeth Tellesen	Land Use Attorney
Darin Watkins	Spokane Association of Realtors
Jonathan Bingle	City Council Member, District

# Exhibit D

# SEPA ENVIRONMENTAL CHECKLIST

## Purpose of checklist

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization, or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

## Instructions for applicants

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. **You may use “not applicable” or “does not apply” only when you can explain why it does not apply and not when the answer is unknown.** You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

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 help 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.

## Instructions for lead agencies

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

## Use of checklist for nonproject proposals

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B, plus the Supplemental Sheet for Nonproject Actions (Part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in “Part B: Environmental Elements” that do not contribute meaningfully to the analysis of the proposal.

## **A. Background**

**1. Name of proposed project, if applicable:**

City of Spokane Comprehensive Plan Map Amendment to Appendix D of the City's Comprehensive Plan to revise the Capital Facilities Plan, more specifically to update the impact fee project list related to the City's Transportation Impact Fee Program.

**2. Name of applicant:**

City of Spokane

**3. Address and phone number of applicant and contact person:**

City of Spokane  
Tim Thompson – Planning Services  
808 W. Spokane Falls Boulevard  
Spokane, WA 99201  
509-625-6893

**4. Date checklist prepared:**

January 31, 2023

**5. Agency requesting checklist:**

City of Spokane

**6. Proposed timing or schedule (including phasing, if applicable):**

A Plan Commission hearing on this proposal will be requested to be held on February 22, 2023, at which time the Plan Commission will make a recommendation to the City Council. The amendment must be approved by City Council and signed by the Mayor if they are to be adopted. The transportation improvement projects itemized on the impact fee project list may be constructed over the course of the next 20 years.

**7. 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 may be necessary depending on transportation needs associated with specific development proposals. A broad review of the impact fee program is anticipated as part of the City of Spokane Comprehensive Plan update, due to be completed by 2025.

- 8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.**

No, impact fees Transportation impact fees must be used for “public streets and roads” that are addressed by a capital facilities plan element of a comprehensive plan adopted under the Growth Management Act.

- 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 that is directly related to this proposal. When the transportation impact fee program was adopted, a Determination of Nonsignificance (DNS 08-2209) was issued. Additionally, the Six-Year Comprehensive Street Program has 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.

- 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 included on the Transportation Impact Fee project list, any necessary permits will be obtained.

- 11. Give a 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. (Lead agencies may modify this form to include additional specific information on project description.)**

This proposed amendment would update Appendix D of the City’s Comprehensive Plan to revise the Capital Facilities Plan, more specifically to update the impact fee project list related to the City’s Transportation Impact Fee Program.

- 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 applications related to this checklist.**

Proposed transportation impact fee projects are located throughout 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.)**

This is a nonproject action. However, the projects included within the Transportation Impact Fee Program are located throughout the City. Therefore, it is also likely projects will be located within the Aquifer Sensitive Area (ASA) and the Priority Sewer Service Area.

**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. At the time of construction, listed projects will be analyzed for their consistency 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:**

Not applicable. This is a non-project action.

**Circle or highlight one: Flat, rolling, hilly, steep slopes, mountainous, other:**

Not applicable. This is a non-project action.

**b. What is the steepest slope on the site (approximate percent slope)?**

Not applicable. This is a non-project action.

**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.**

Not applicable. This is a non-project action.

**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 because 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 types 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 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? Give a 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 discharges 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. Ground Water:**

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 a 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 (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 storm water) 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.

4. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any.

Not applicable. This is a non-project action.

## 4. Plants

**a. Check the types 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. List any birds and other animals that 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.

**Examples include:**

- **Birds:** hawk, heron, eagle, songbirds, other:
- **Mammals:** deer, bear, elk, beaver, other:
- **Fish:** bass, salmon, trout, herring, shellfish, other:

**b. List any threatened and endangered 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.**

Not applicable. This is a non-project action.

**b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.**

Not applicable. This is a non-project action.

**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 because 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.

**a. 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.

**b. Describe any toxic or hazardous chemicals 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.

**c. Describe special emergency services that might be required.**

Not applicable. This is a non-project action.

**d. 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)?**

Not applicable. This is a non-project action.

**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)?**

Not applicable. This is a non-project action.

**3. Proposed measures to reduce or control noise impacts, if any.**

Not applicable. This is a non-project action.

**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.**

Not applicable. This is a non-project action.

**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 because 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?**

Not applicable. This is a non-project action.

**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.**

Not applicable. This is a non-project action.

**d. Will any structures be demolished? If so, what?**

Not applicable. This is a non-project action.

**e. What is the current zoning classification of the site?**

Not applicable. This is a non-project action.

**f. What is the current comprehensive plan designation of the site?**

Not applicable. This is a non-project action.

**g. If applicable, what is the current shoreline master program designation of the site?**

Not applicable. This is a non-project action.

**h. Has any part of the site been classified as a critical area by the city or 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?**

Not applicable. This is a non-project action.

**j. Approximately how many people would the completed project displace?**

Not applicable. This is a non-project action.

**k. Proposed measures to avoid or reduce displacement impacts, if any.**

Not applicable. This is a non-project action.

**l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.**

Not applicable. This is a non-project action.

**m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any.**

Not applicable. This is a non-project action.

## **9. Housing**

**a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.**

Not applicable. This is a non-project action.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.**

Not applicable. This is a non-project action.

- c. Proposed measures to reduce or control housing impacts, if any.**

Not applicable. This is a non-project action.

## **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?**

Not applicable. This is a non-project action.

- b. What views in the immediate vicinity would be altered or obstructed?**

Not applicable. This is a non-project action.

- c. Proposed measures to reduce or control aesthetic impacts, if any.**

Not applicable. This is a non-project action.

## **11. Light and Glare**

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?**

Not applicable. This is a non-project action.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?**

Not applicable. This is a non-project action.

- c. What existing off-site sources of light or glare may affect your proposal?**

Not applicable. This is a non-project action.

- d. Proposed measures to reduce or control light and glare impacts, if any.**

Not applicable. This is a non-project action.

## **12. Recreation**

- a. What designated and informal recreational opportunities are in the immediate vicinity?**

Not applicable. This is a non-project action.

- b. Would the proposed project displace any existing recreational uses? If so, describe.**

Not applicable. This is a non-project action.

- c. **Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any.**

Not applicable. This is a non-project action.

### 13. Historic and Cultural Preservation

- a. **Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.**

Not applicable. This is a non-project action.

- 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.**

Not applicable. This is a non-project action.

- 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 archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.**

Not applicable. This is a non-project action.

- 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.**

Not applicable. This is a non-project action.

### 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.**

Not applicable. This is a non-project action.

- b. **Is the 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?**

Not applicable. This is a non-project action.

- c. **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).**

Not applicable. This is a non-project action.

- d. **Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

Not applicable. This is a non-project action.

- e. **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 nonpassenger vehicles). What data or transportation models were used to make these estimates?**

Not applicable. This is a non-project action.

- f. **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, generally describe.**

Not applicable. This is a non-project action.

- g. **Proposed measures to reduce or control transportation impacts, if any.**

Not applicable. This is a non-project action.

## 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.**

Not applicable. This is a non-project action.

- b. **Proposed measures to reduce or control direct impacts on public services, if any.**

Not applicable. This is a non-project action.

## 16. Utilities

- a. **Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:**

Not applicable. This is a non-project action.

- 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.**

Not applicable. This is a non-project action.

### C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

X   
\_\_\_\_\_

Type name of signee: Tim Thompson

Position and agency/organization: Principal Planner, City of Spokane

Date submitted: 2/1/2023

## D. Supplemental sheet for nonproject actions

**IT IS NOT REQUIRED** to use this section for project actions.

Because these questions are very general, it may be helpful to read them in conjunction with the list of the 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?

Projects within the Transportation Impact Fee Program are likely to improve the environment by reducing inefficient infrastructure and maintenance requirements. Particulate and exhaust emissions will occur during construction of most of the listed projects. The extent of these emissions will vary greatly between different types of projects. Many of the projects will improve the quality of waters discharged and decrease the emissions of pollutants, once they are completed.

- **Proposed measures to avoid or reduce such increases are:**

Best management practices for construction controls such as watering will be used to control particulate emissions.

### 2. How would the proposal be likely to affect plants, animals, fish, or marine life?

No significant effects are expected.

- **Proposed measures to protect or conserve plants, animals, fish, or marine life are:**

Projects will be designed in accordance with local and state regulations regarding development and construction in or near natural habitats. Best Management Practices will be incorporated.

### 3. How would the proposal be likely to deplete energy or natural resources?

Construction and operational activities will use petroleum fuels. Once completed, electric energy is used such as to operate pump and control systems or power new systems.

- **Proposed measures to protect or conserve energy and natural resources are:**

The City generates power from the Upriver Dam as well as the Waste to Energy Facility. New equipment will be more energy efficient and will use less energy.

**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, floodplains, or prime farmlands?**

No significant effect on environmentally sensitive areas is expected. This issue will be addressed at the individual project environmental reviews, as required.

- **Proposed measures to protect such resources or to avoid or reduce impacts are:**

Alternative sites will be used whenever feasible or mitigating measures to restore or replace the resources will be implemented.

**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 proposed under the Transportation Impact Fee Program, at the time of construction, are required to meet 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:**

Projects will be designed to comply with shoreline and land use plans. Any deviations would be approved through the appropriate required process during design. Standard procedures for land use and zoning changes shall be required.

The Transportation Impact Fee Program is reviewed by the City's Plan Commission for consistency with the City's Comprehensive Plan and approved by the City Council. This process ensures that the projects are compatible with land uses within the City and Spokane County.

**6. How would the proposal be likely to increase demands on transportation or public services and utilities?**

Construction of the projects included on the impact fee project list will likely be completed

- **Proposed measures to reduce or respond to such demand(s) are:**

Communication of construction closures ahead of and during the construction season will be maintained.

**7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.**

No conflicts with environmental protection laws are expected.

**SEPA ADDENDUM TO EXISTING ENVIRONMENTAL DOCUMENT**

**Existing Environmental Documents:** EIS issued for City of Spokane Comprehensive Plan Final Environmental Impact Statement and Draft Comprehensive Plan and Draft Environmental Impact Statement an integrated GMA and SEPA Document 2000-2020, in 2001; as amended in 2006, and as additionally amended in 2017 for the City's 2017-2037 Comprehensive Plan Periodic Update (201700881).

**Description of proposal/non-project action:** Amendment to Appendix D of the City's Comprehensive Plan, amending the transportation subsection of the Capital Facilities Plan, more specifically to update the impact fee capacity project list related to the City's Transportation Impact Fee Program (page 41, Appendix D)

**Location:** Citywide

**Lead agency:** City of Spokane, Planning

The lead agency for this proposal has determined that the proposal does not have a probable significant adverse impact on the environment and does not have an environmental impact substantially different from the original project list. An Environmental Impact Statement is not required under Chapter 43.21C RCW. 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 required comment period for a SEPA Addendum to a DNS.

Date: February 7, 2023

Signature:  \_\_\_\_\_

Spencer Gardner, Planning Director, City of Spokane  
SEPA Responsible official

3.5

10 min

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## 3.5 - Transportation Impact Fees

*Note, Inga*

Council Sponsor: CP Beggs, CM Kinnear, and CM Bingle  
Staff will present impact fee recommendations from the Plan Commission Hearing on 2/22/23. Council discussion of which option to move forward for approval.

| For Discussion

### **Attachments**

[Impact Fee PIES Briefing Paper 2-13-23.docx](#)

[Impact Fee Ordinance Draft \(2-14-2023\).pdf](#)

[Appendix D for Commerce 1-31-23.pdf](#)

[Service Area Options 2-4-6-7.pdf](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Public Works Division – Integrated Capital Management Department
<b>Contact Name &amp; Phone</b>	Inga Note, 509-625-6331
<b>Contact Email</b>	<a href="mailto:inote@spokanecity.org">inote@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CP Beggs, CM Kinnear
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion     Time Requested: <u>15 minutes</u>
<b>Agenda Item Name</b>	Impact Fee Update
<b>Summary (Background)</b>	<p>City staff presented impact fees at the 8/2/22 PIES meeting and at the 2/16/23 Council briefing session. This rate and boundary update is limited to the Downtown, South, West Plains and possibly a new Latah district. Staff has updated cost estimates, project lists and growth projections and worked with the Transportation Impact Fee Advisory Committee to shape the final options for Plan Commission and City Council consideration.</p> <p>The Plan Commission hearing is scheduled for 2/22/23 and the recommendations from that meeting will be discussed at PIES. The resolution will include minor text modifications to SMC 17D.075 and revisions to the project list, service area map and fee schedule found in Appendices A, B and D of the same section.</p> <p>Along with the impact fee update a Comprehensive Plan Amendment is required to ensure consistency between the Capital Facilities Plan and Impact Fee Project list. This will be discussed as a separate agenda item.</p>
<b>Proposed Council Action &amp; Date:</b>	Adoption resolution in March 2023. n/a
<b>Fiscal Impact:</b>	<p>Total Cost: n/a</p> <p>Approved in current year budget?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Funding Source    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Specify funding source:</p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
<b>Operations Impacts</b>	<p>What impacts would the proposal have on historically excluded communities?</p> <p><i>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</i></p>

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

*Potential projects for transportation grant opportunities are dispersed throughout the City and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors. Equity considerations are included in SRTC's evaluation and scoring process.*

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

*Projects within the 6-year Streets program are evaluated for consistency with the City's Comprehensive Plan when they are initially added to the program.*

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

*Projects on the impact fee list comply with goals and policies of Chapter 4 – Transportation of the City's Comprehensive Plan. It aligns with council resolution 2022-0055 endorsing the results of the US 195 / I-90 transportation study.*

**ORDINANCE NO. C \_\_\_\_\_**

An ordinance relating to transportation impact fees and amending SMC 17D.075.040 Assessment of Impact Fees, 17D.075.070 Credits, 17D.075.140 Review, 17D.075.180 Impact Fee Schedule, 17D.075.190 Service Area Map, and 17D.075.210 Impact Fee Project list.

WHEREAS, the City Council previously adopted Ordinance No. C34673, implementing the transportation impact fees authorized by Chapter 82.02 RCW, establishing transportation impact fee service areas, project lists, and adopting transportation impact fee schedules, all of which is codified in Chapter 17D.075 of the Spokane Municipal Code (SMC); and

WHEREAS, SMC 17D.075.140 anticipates periodic review and updates to the project lists and fee schedules, and further anticipates the formation of an impact fee advisory board consisting of various community representatives; and

WHEREAS, there has been a significant increase in residential development in the Latah/Hangman and Grandview/Thorpe Neighborhoods ("Latah Valley") in recent years; and

WHEREAS, the Washington State Department of Transportation (WSDOT) has voiced its concerns about the ability of US 195 to handle additional local trips and has threatened to remove local access from US 195 making it more difficult for residents of Latah Valley to reach destinations within the City of Spokane; and

WHEREAS, the Spokane Regional Transportation Council (SRTC) in collaboration with WSDOT, the City of Spokane, and the Spokane Transit Authority (STA) recently completed the US 195/I-90 Transportation Study (the "Study"); and

WHEREAS, the Study was initiated to address both existing and future challenges related to safety, traffic operations, multimodal access, increasing traffic levels, and limited pedestrian, bicycle, and transit infrastructure in the study area which consists primarily of Latah Valley; and

WHEREAS, the Study's goals included improving existing and future safety conditions, accommodating the transportation needs of planned development, increasing modal options such as walking, biking and transit, and identifying projects that are practical, implementable, and fundable in a reasonable timeline; and

WHEREAS, out of the Study, the City has identified several transportation projects that are needed to serve the increased growth and development occurring and anticipated in the Latah Valley and that will reasonably benefit such new growth and development; and

WHEREAS, Washington's legislature adopted RCW 82.02.050 *et seq* in order to enable cities to plan for new growth and development and to recoup from developers a

predictable share of the infrastructure costs attributable to anticipated growth, and further intended that impact fees are to be a proportionate share of the costs of transportation system improvements that are reasonably related to and reasonably benefit the development; and

WHEREAS, under the present Transportation Impact Fee schedules in Chapter 17D.075 SMC, the impact fees that are being collected from new residential construction and development occurring in the City and Latah Valley in particular are not adequate to cover the developments' proportionate share of the cost of necessary new system improvements that will be reasonably related to and that will reasonably benefit the new development; and

WHEREAS, it is necessary to update the City's Transportation Impact Fees so that the fees (i) are adequate to cover the cost of system improvements that are reasonably related to new growth and development occurring and anticipated in the City, (ii) do not exceed a proportionate share of the costs of system improvements that are reasonably related to the new development, and (iii) will be used for system improvements that will reasonably benefit the new development; and

WHEREAS, the City conducted a detailed analysis of each of the projects used to calculate the updated impact fees in order to (i) remove the cost of correcting any existing deficiencies and (ii) to only include project costs associated with providing additional capacity that will reasonably benefit new growth and development; and

WHEREAS, City staff developed transportation impact fee service area boundaries based on existing traffic patterns and to ensure fees paid are assigned to projects reasonably related to their development ; and

WHEREAS, consistent with SMC 17D.075.140, the City established an impact fee advisory board consisting of various community representatives which worked to review proposed changes to the fee schedules and service area boundaries set forth in Chapter 17D.075 SMC; and

WHEREAS, the updated impact fee schedules have been prepared to reflect the estimated cost of the projects included in the updated Impact Fee Project List (the "Updated Impact Fee Rate Schedule"); and

WHEREAS, on or about **February 22, 2023**, following a public process involving a public workshop and a public hearing, a majority of the City of Spokane Plan Commission voted to recommend approval of an ordinance amending Chapter 17D.075 SMC (Transportation Impact Fees) with the amendments relating to (i) the updated Impact Fee Project List; (ii) the updated Impact Fee Rate Schedule; and (iii) the updated boundaries; and

WHEREAS, in making its recommendation, the Plan Commission found that, pursuant to the amended Transportation Impact Fee Ordinance, the impact fee(s) assessed a specific development will be proportionate to and reasonably related to the

service area-wide need for new transportation improvements created by the development; and

WHEREAS, in connection with the original Impact Fee Ordinance, the responsible official issued a Determination of Nonsignificance, dated March 27, 2008 (“DNS”); and

WHEREAS, pursuant to WAC 197-11-800, this update to Chapter 17D.075 SMC is categorically exempt from the threshold determination and environmental impact statement requirements under Chapter 43.21C RCW (SEPA); and

WHEREAS, Chapter 17D.075 SMC, as amended by this Ordinance, is consistent with the City’s Comprehensive Plan which, in CFU 2.4, recognizes impact fees as a possible mechanism to fund capital improvements so new growth and development activity that has an impact upon public facilities pays a proportionate share of the cost of facilities that reasonably benefit the development; and

WHEREAS, the Comprehensive Plan and the entire record relative to the adoption of Chapter 17D.075 SMC and this update are incorporated into this Ordinance by reference; and

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

WHEREAS, the City Council adopts the foregoing as its findings of fact justifying its adoption of this Ordinance;

NOW, THEREFORE,

The City of Spokane does ordain:

**Section 1.** That SMC Section 17D.075.040 is amended to read as follows:

**17D.075.040 Assessment of Impact Fees**

A. The City shall collect impact fees, based on the schedules in SMC 17D.075.180, or an independent fee calculation as provided for in SMC 17D.075.050, from any applicant seeking development approval from the City. The impact fees in SMC 17D.075.180 are generated from the formula for calculating impact fees set forth in the rate study, one copy of which shall be kept on file with the office of the city clerk and which is adopted and incorporated herein by reference. Except as otherwise provided in this chapter, all new development approval in the City will be charged the transportation impact fees in SMC 17D.075.180. Subject to the review provisions set forth in SMC 17D.075.140 below, the transportation impact fees in SMC 17D.075.180 ~~will increase annually in the amount of 1.96% starting January 1<sup>st</sup>, 2019. This annual increase is based on the average of the Federal Highway Administration’s National Highway Construction Cost Index for the~~

~~years 2012 through 2016, and shall remain in effect until the transportation impact fee advisory board meets again.~~ will increase annually by the five-year rolling average of the Engineering News Record Construction Cost Index calculated by City staff, not to exceed 5% increase per year. This annual increase will start January 1<sup>st</sup>, 2024. Provided further, for purposes of this chapter only, the following shall not constitute development activity:

1. Replacement of a commercial structure with a new structure of the same size and use or a residential structure with the same number of residential units, both at the same site or lot, where demolition of the prior commercial or residential structure occurred after May 2001. Replacement of a commercial structure with a new commercial structure of the same size shall be interpreted to include any structure for which the gross square footage of the building will not be increased by more than one hundred twenty square feet. It shall be the feepayer's responsibility to establish the existence of a qualifying prior use to the director's reasonable satisfaction.
  2. Expansions of existing residential structures that do not add residential dwelling units.
  3. Alteration of an existing nonresidential structure that does not expand the usable space, add any residential units, or result in a change in use.
  4. Miscellaneous improvements that do not create additional demand and need for public facilities, including, but not limited to, fences, walls, swimming pools, and signs.
  5. Demolition or moving of a structure.
  6. Re-use or change in use of existing structure.
    - a. Re-use or change in use of an existing structure that does not create additional demand and need for public facilities (*i.e.*, where the trip generation of the re-use is equal to or less than trip generation of prior use) shall not constitute development activity for purposes of this chapter.
    - b. It shall be the feepayer's responsibility to establish the existence of a qualifying prior use to the Director's reasonable satisfaction.
    - c. For a change in use of an existing structure that does create additional demand and need for public facilities (*i.e.*, where the trip generation of the re-use is greater than the trip generation of the prior use), the City shall collect impact fees for the new use based on the schedules in SMC 17D.075.180, less the fees that would have been payable as a result of the prior use.
- B. The director shall be authorized to determine whether a particular development activity constitutes development activity subject to the payment of impact fees under this chapter. Determinations of the Director shall be in writing issued within fourteen days of submitting a complete application and shall be subject to the appeals procedures set forth in SMC 17D.075.090.

- C. Impact fees shall be assessed prior to the issuance of a building permit for each unit in a development, using either the impact fee schedules then in effect or an independent fee calculation, at the election of the applicant and pursuant to the requirements set forth in SMC 17D.075.050. The impact fees shall be paid at the issuance of a building permit or at the completion of construction. To defer the payment of the impact fee to the end of construction, the developer shall provide prior to issuance of a building permit a recorded “certificate of title notice” evidencing an encumbrance on the title for each parcel of land, on forms provided by the city attorney’s office, recorded with the Spokane County auditor’s office which requires that the impact fee be paid as part of the closing of the construction financing, transfer of title to another party or issuance of a certificate of occupancy, whichever shall first occur. For commercial development involving multiple users, impact fees shall be assessed and collected prior to issuance of building permits that authorize completion of tenant improvements for each use. Furthermore, the City shall not accept an application for a building permit unless, prior to submittal or concurrent with submittal, the feepayer submits complete applications for all other discretionary reviews needed, including, but not limited to, design review, the environmental determination, and the accompanying checklist.
- D. Applicants that have been awarded credits prior to the submittal of the complete building permit application pursuant to SMC 17D.075.070, shall submit, along with the complete building permit application, a copy of the letter or certificate prepared by the director pursuant to SMC 17D.075.070 setting forth the dollar amount of the credit awarded. Impact fees, as determined after the application of appropriate credits, shall be collected from the feepayer at the time the building permit is issued for each unit in the development.
- E. For mixed use buildings or development, impact fees shall be imposed for the proportionate share of each land use based on the applicable unit of measurement found on the schedule in SMC 17D.075.180.
- F. The department shall place a hold on permits for development approval unless and until the impact fees required by this chapter, less any permitted exemptions, credits or deductions, have been paid.

**Section 2.** That SMC Section 17D.075.070 is amended to read as follows:

**17D.075.070 Fee Reductions and Credits**

~~A. A feepayer can request a credit for the total value of dedicated land or public facilities provided by the feepayer if the land and public facilities are identified as system improvements or in cases where the director, in the director's discretion, determines that such dedication of land or public facilities would serve the goals and objectives of the capital facilities plan.~~

BA. The city council finds that certain types of development activity such as development with the City's center and corridor zones and housing at a density of at least fifteen (15) units per acre) are likely to generate fewer p.m. peak hour vehicle trips than other development activity. Consistent with this finding, a feepayer may request a ~~partial credit~~ fee reduction for the following:

1. Development within center and corridor zones shall qualify for a ~~partial credit~~ fee reduction of ten percent of the impact fees otherwise payable as a result of the development activity.
2. Mixed use development which features both an "active" first floor (e.g. office, retail) and a residential component shall qualify for a ~~partial credit~~ fee reduction of ten percent (10%) of the impact fees otherwise payable as a result of the development activity, which shall be doubled if at least twenty percent (20%) of the residential portion of the mixed-use development is affordable housing for low-income households or individuals, as these terms are defined in SMC 08.15.020(A) and (G).
3. Development of bicycle and pedestrian connections through their site to a public park or school, or that expand the connectivity of the trail network shall entitle a feepayer to a ~~partial credit~~ fee reduction of ten percent of the impact fees otherwise payable as a result of the development activity. ~~The credit provided for in this section shall be limited to the cost incurred by the feepayer in developing the connection.~~
4. Development projects that incorporate covered and lockable bicycle storage for at least fifty percent of their required bicycle parking shall qualify for a ~~partial credit~~ fee reduction of \$1,000 per bike space, ~~subject to the limitation in subsection (B)(6) below.~~ The bicycle storage area must be dedicated for that use only. See SMC 17C.230.200 for space requirements.
5. Development projects located ~~on a~~ within one-quarter-mile of a frequent transit corridor may ~~shall~~ qualify for a fee reduction of ten percent of impact fees otherwise payable as a result of the development activity. ~~make improvements in coordination with Spokane Transit Authority (STA) and will qualify for a partial credit of up to ten percent of the impact fees~~

~~otherwise payable as a result of the development activity. The credit provided for in this section shall be limited to the cost incurred by the feepayer in developing the improvements. Eligible improvements include the installation of weather cover, lighting, HPTN stop infrastructure or the dedication of right-of-way for transit stop improvements, as warranted by current or reasonably anticipated future usage of a transit stop, consistent with STA's established policies and design standards. The credit provided for in this section shall be limited to the cost of the right of way or the expense incurred by the feepayer in developing the transit stop. Frequent transit is defined as fixed route service at intervals of no less than fifteen minutes for at least five hours during the peak hours of operation on weekdays.~~

6. The director shall be authorized to determine whether a particular development activity falls within a ~~credit-fee reduction~~ identified in this Section ~~BA~~, in any other section, or under other applicable law. ~~Determinations of the director shall be in writing issued within fourteen days of a complete application and shall be subject to the appeals procedures set forth in SMC 17D.075.090.~~
- B. A feepayer can request a credit for the total value of dedicated land or public facilities provided by the feepayer if the land and public facilities are identified as system improvements or in cases where the director, in the director's discretion, determines that such dedication of land or public facilities would serve the goals and objectives of the capital facilities plan.
  - C. For each request for a credit, under subsection (A) (B) above, if appropriate, the director shall select an appraiser or the feepayer may select an independent appraiser acceptable to the director. The appraiser must be a Washington State certified appraiser or must possess other equivalent certification and shall not have a fiduciary or personal interest in the property being appraised. A description of the appraiser's certification shall be included with the appraisal, and the appraiser shall certify that he/she does not have a fiduciary or personal interest in the property being appraised.
  - D. The appraiser shall be directed to determine the total value of the dedicated land and/or public facilities provided by the feepayer on a case-by-case basis.
  - E. The feepayer shall pay for the cost of the appraisal. The feepayer may request that the cost of the appraisal be deducted from the credit which the director may be providing to the feepayer, in the event that a credit is awarded. In lieu of an appraisal the feepayer may also choose to use the county assessor's current square foot valuation of the dedicated land.
  - F. After receiving the appraisal, and where consistent with the requirements of this section, the director shall provide the applicant with a letter or certificate setting forth the dollar amount of the credit, the reason for the credit, the legal description of the site donated where applicable, and the legal description or

other adequate description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such letter or certificate indicating his/her agreement to the terms of the letter or certificate, and return such signed document to the director before the impact fee credit will be awarded. The failure of the applicant to sign, date, and return such document within sixty calendar days shall nullify the credit. The credit must be used within seventy-two months of the award of the credit.

- G. Any claim for credit must be made prior to issuance of a building permit, provided any claim for credit submitted later than twenty calendar days after the submission of an application for a building permit shall constitute a waiver and suspension of timelines established by state and/or local law for processing of permit applications.
- H. In no event shall the credit exceed the amount of the impact fees that would have been due for the proposed development activity.
- I. No credit shall be given for project improvements.
- J. Determinations made by the director pursuant to this section shall be subject to the appeals procedures set forth in SMC 17D.075.090.

**Section 3.** That SMC Section 17D.075.180 is amended as follows:

**17D.075.180 Appendix A – Impact Fee Schedule**

**Section 4.** That SMC Section 17D.075.190 is amended as follows:

**17D.075.190 Appendix B – Service Area Map**

The transportation impact fee service area boundaries are hereby designated on the Appendix B – Service Area Map. Properties within the “Airport-owned” boundary shall be automatically added to the West Plains Service Area if no longer owned by the Airport Board.

**Section 5.** That SMC Section 17D.075.210 is amended as follows:

**17D.075.210 Appendix D – Impact Fee Project List**

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

(Delivered to the Mayor on the \_\_\_\_\_ day of \_\_\_\_\_)

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

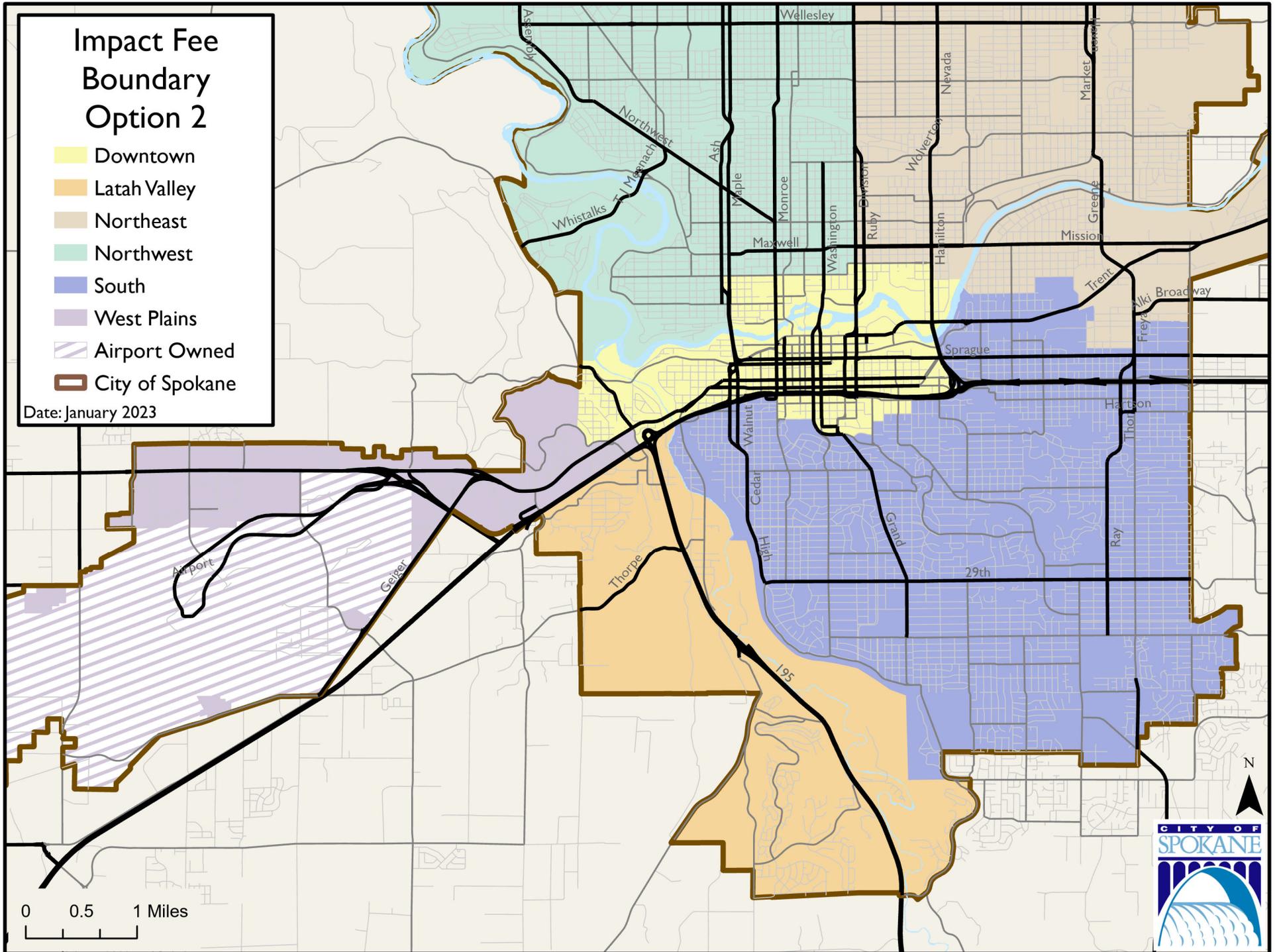
Appendix D - Impact Fee Project List

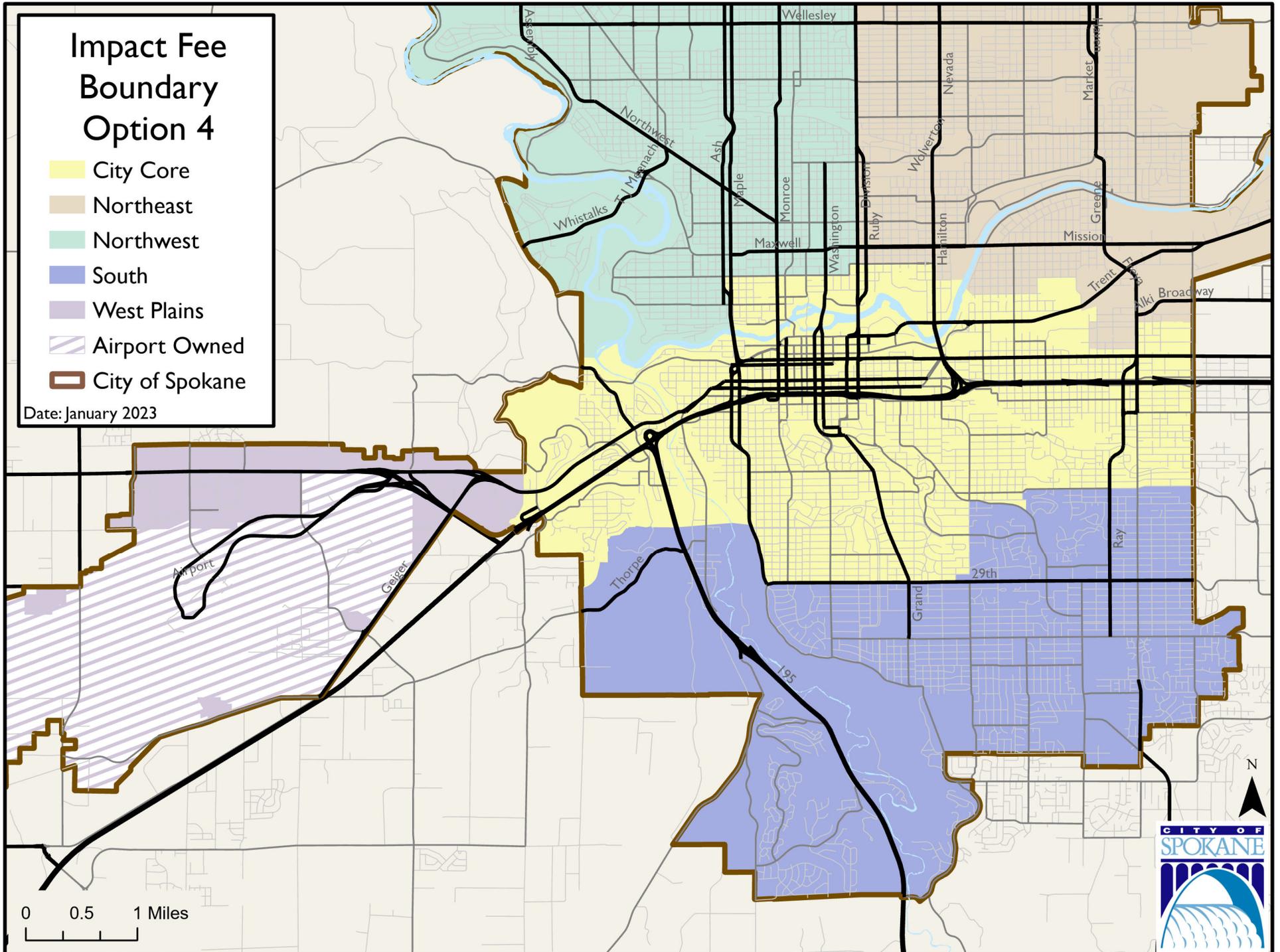
Project	Description	Estimated Cost (in 2022 dollars)	Needed from Impact Fees	Cost Estimate Notes	Option 2 Districts	Option 4 Districts	Option 6 Districts	Option 7 Districts
5th Ave / Sherman St	Intersection - Install new traffic signal	\$858,004	\$465,639	detailed	D	D	D	D
Ash Street 2-way from Broadway to Dean	Convert Ash Street to a 2-way street to allow access to Maple Street Bridge SB.	\$296,182	\$133,282	detailed	D	D	D	D
D Bicycle Improvements	stripe bike facilities on arterials, crossing improvements	\$500,000	\$225,000	n/a	D	D	D	D
D Pedestrian Improvements	install pedestrian facilities on arterials	\$500,000	\$225,000	n/a	D	D	D	D
Assembly St / Francis Ave (SR291)	Intersection - Construct Roundabout	\$3,090,000	\$1,545,000	concept level	NW	NW	NW	NW
Indian Trail Rd - Kathleen to Barnes	Widening - Construct to 5-lane section	\$4,100,000	\$2,050,000	concept level	NW	NW	NW	NW
Wellesley / Driscoll	WB right turn lane	\$31,000	\$15,500		NW	NW	NW	NW
Wellesley / Assembly	signal	\$1,030,000	\$515,000		NW	NW	NW	NW
Francis/Alberta	modify NB and SB lanes to allow protected phasing	\$824,000	\$412,000		NW	NW	NW	NW
Francis/Maple	add WBR lane	\$824,000	\$412,000		NW	NW	NW	NW
NW Bicycle Improvements	stripe bike facilities on arterials	\$100,000	\$50,000	n/a	NW	NW	NW	NW
NW Pedestrian Improvements	install pedestrian facilities on arterials	\$100,000	\$50,000	n/a	NW	NW	NW	NW
29th Ave / Freya St	Stripe EBL and WBL turn lanes, and widen for NB and SB left turn lane. Keep 4-way stop.	\$167,707	\$52,828	detailed	S	S	S	S
29th/ Regal	EBR slip lane, bike lanes N-S, new cabinet, signal pole	\$520,000	\$145,080	detailed	S	S	S	S
37th / Ray, 37th/Freya	37th/Ray roundabout or realignment with signal. Includes modifications to Ferris High School driveways. Signalize 37th/Freya.	\$5,810,826	\$3,294,738	detailed	S	S	S	S
57th/Hatch	Reconfigure and install signal	\$1,654,933	\$908,558	detailed	S	S	S	S
44th/Regal	Widen northbound approach to 2 lanes	\$598,679	\$134,703	detailed	S	S	S	S
Freya / Palouse Hwy	roundabout (or turn lanes)	\$4,987,000	\$2,154,384	detailed	S	S	S	S
S Bicycle Improvements	stripe bike facilities on arterials	\$250,000	\$112,500	n/a	S	S	S	S
S Pedestrian Improvements	install pedestrian facilities on arterials	\$250,000	\$112,500	n/a	S	S	S	S
Lindeke frontage road from 16th to Thorpe	2-3 lane frontage road, with bridge for trail at 16th	\$9,300,000	\$5,022,000	detailed	L	S	L	L
US 195/Meadowlane	intersection improvement with J-turns	\$809,663	\$809,663	exact developer share	L	S	L	L
Inland Empire Way two-way	provide 2 way roadway from Cheney-Spokane to downtown	\$9,200,000	\$4,140,000	detailed	L	S	L	L
BNSF Tunnel on Thorpe - PE and concept eval	widen existing tunnel or bore new pedestrian tunnel	\$1,400,000	\$819,000	concept level	L	S	L	L
Fish Lake Trail Tunnel on Thorpe - PE and concept eval	replace with bridge to provide wider roadway	\$600,000	\$351,000	concept level	L	S	L	L
Qualchan and Cheney-Spokane Path	pathway from Lincoln Blvd to Yokes	\$1,093,917	\$492,263	detailed	L	S	L	L
Cheney-Spokane restripe and bike path	Qualchan to Interchange	\$1,860,627	\$837,282	detailed	L	S	L	L
Lincoln Rd / Nevada St	Intersection Improvements - Construct separate eastbound and westbound left-turn lanes; include west leg widening and construction of 3-lane east of Nevada 1000'	\$1,545,000	\$772,500	concept level	NE	NE	NE	NE
Mission/Havana	signal or protected receiving lane for NB left.	\$824,000	\$412,000	concept level	NE	NE	NE	NE
Crestline / Magnesium	add EBR turn lane, two lanes for NB, all-way stop.	\$670,000	\$335,000	detailed	NE	NE	NE	NE
Nevada / Magnesium	left turn protected-permitted phasing, restripe for WBL and EBL turn lanes, add WBR, one through lane east-west, maybe ROW on NE corner	\$1,030,000	\$515,000	concept level	NE	NE	NE	NE
Sprague/Freya	Add NBR turn lane	\$503,000	\$251,500	detailed	NE	NE	NE	NE
NE Bicycle Improvements	stripe bike facilities on arterials	\$100,000	\$50,000	n/a	NE	NE	NE	NE
NE Pedestrian Improvements	install pedestrian facilities on arterials	\$100,000	\$50,000	n/a	NE	NE	NE	NE
21st Avenue: Hazelwood to Lucas, Technology to Spotted	segment - construct new 3-lane arterial	\$10,715,560	\$5,786,402	detailed	WP	WP	WP	WP
21st Avenue: Lucas Drive to Flint (built)	segment - construct new 3-lane arterial	\$1,485,553	\$1,485,553	exact developer credit	WP	WP	WP	WP
12th Avenue: Deer Heights to Flint	segment - construct new 3-lane arterial	\$3,733,396	\$2,016,034	detailed	WP	WP	WP	WP
12th-14th Avenue: Campus to Russell	segment - construct new arterial	\$7,506,982	\$4,053,770	detailed	WP	WP	WP	WP
Sidewalk on Lindeke	from 13th to 16th	\$1,114,474	\$501,513	detailed	WP	D	WP	L
Rustle Street Bridge Widening for Non-Motorized users	add non-motorized	\$5,872,347	\$2,642,556	detailed	WP	D	WP	L
Sidewalk on Grandview	from Garden Springs-Rustle to 17th	\$903,578	\$406,610	detailed	WP	D	WP	L
Sunset Highway/Assembly	new signal	\$823,690	\$474,445	detailed	WP	D	WP	WP
Sunset/Government Way	signal upgrades to protected-permitted phasing	\$354,007	\$130,629	detailed	WP	D	D	D
W Bicycle Improvements	stripe bike facilities on arterials or US 2 Bike Path	\$50,000	\$22,500	n/a	WP	WP	WP	WP
W Pedestrian Improvements	install pedestrian facilities on arterials	\$50,000	\$22,500	n/a	WP	WP	WP	WP

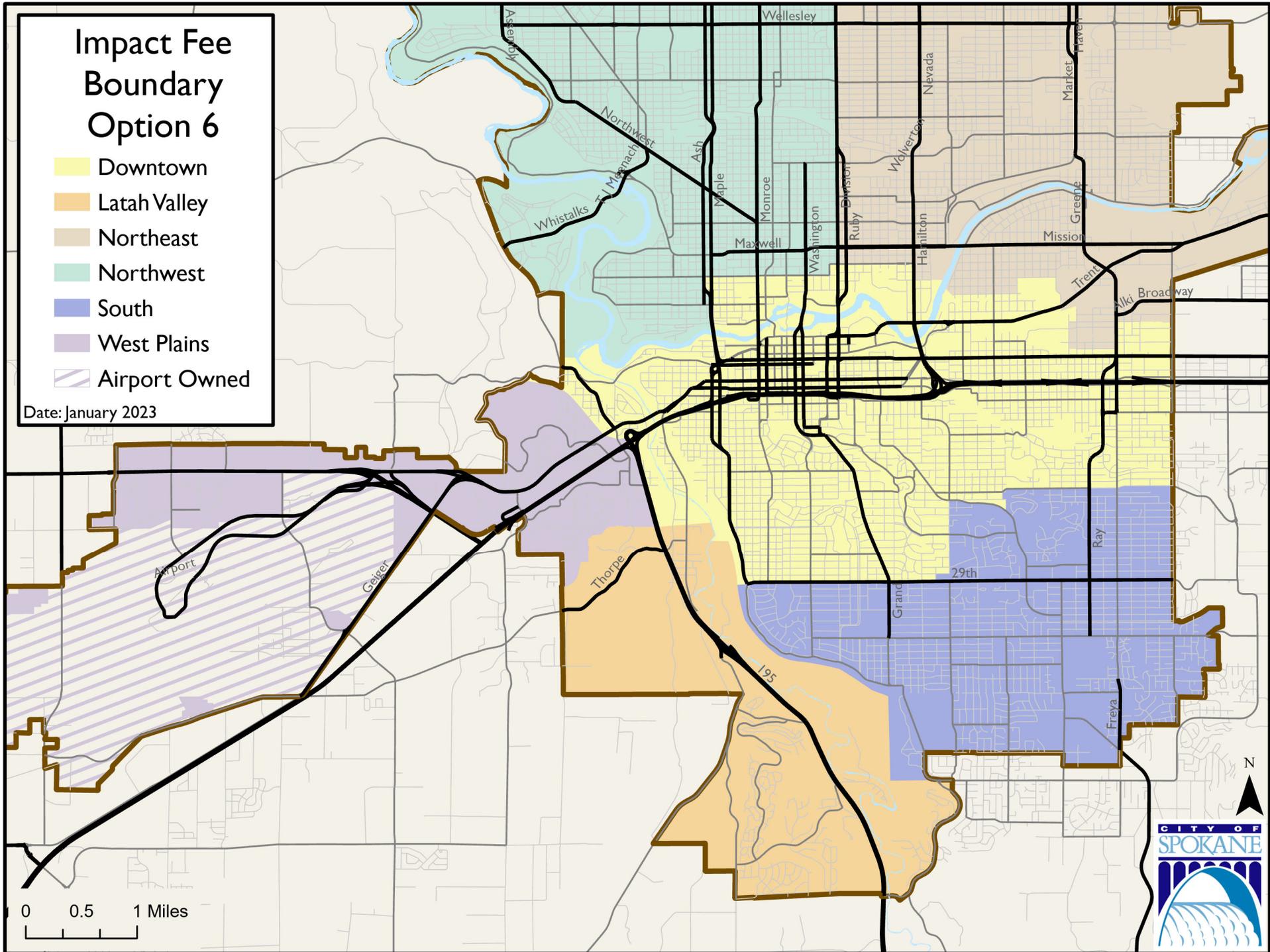
**Total Project Cost** \$88,138,125 \$45,413,433

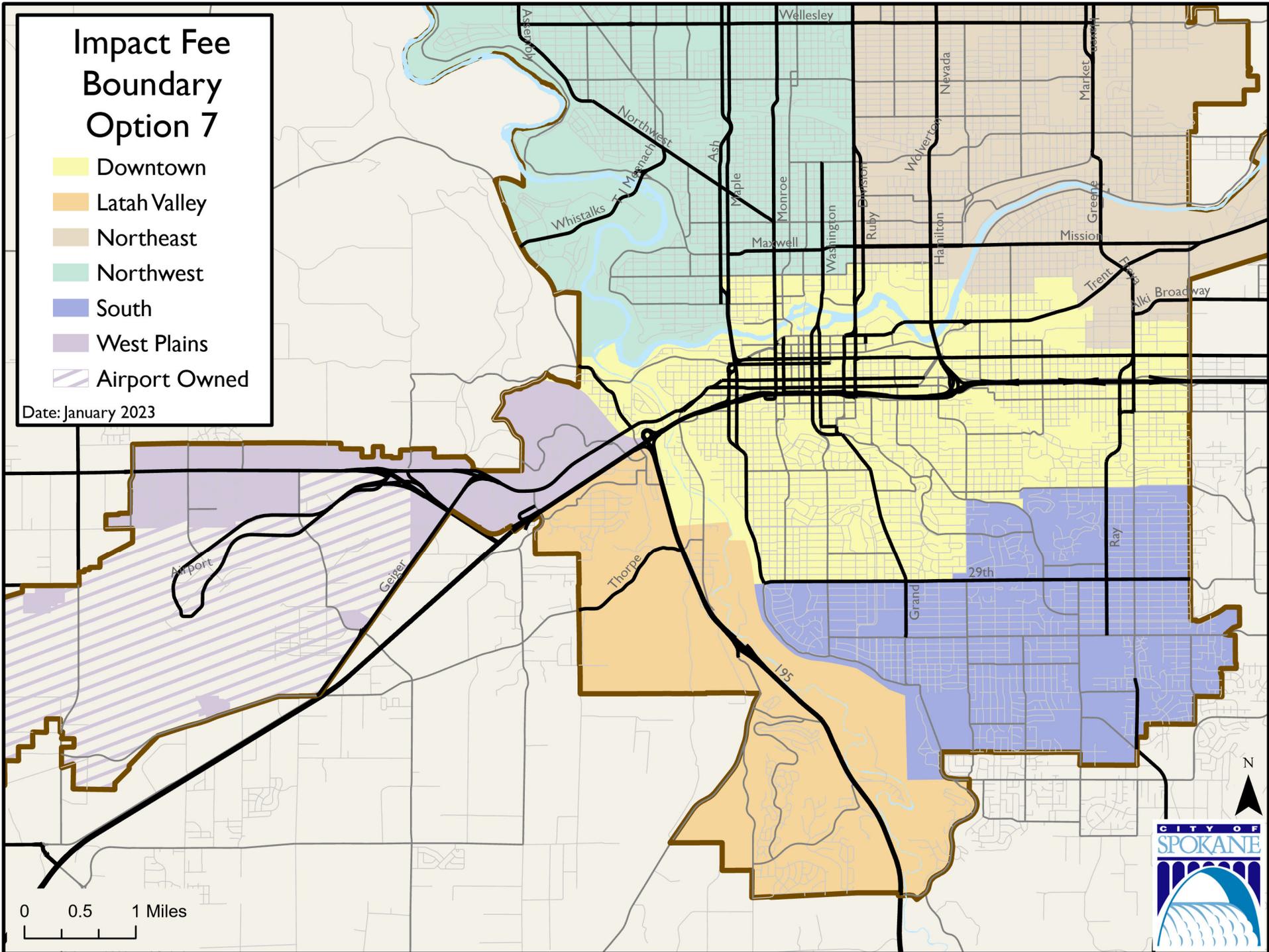
**Project Cost from Development**

Total Downtown =	\$1,048,921	\$5,204,674	\$1,179,549	\$1,179,549
Total Northwest =	\$5,049,500	\$5,049,500	\$5,049,500	\$5,049,500
Total South =	\$6,915,291	\$19,386,499	\$6,915,291	\$6,915,291
Total Latah =	\$12,471,208	\$0	\$12,471,208	\$16,021,887
Total Northeast =	\$2,386,000	\$2,386,000	\$2,386,000	\$2,386,000
Total West Plains =	\$17,542,513	\$13,386,760	\$17,411,885	\$13,861,205









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## 3.6 - General Facility Charges

*Feist, Marlene, Miller,  
Katherine E*

Council Sponsor: CM Kinnear

Council placed a building moratorium in the Latah Valley area in the fall of 2022. The ordinance adopted by City Council to establish the moratorium listed that one of the purposes of the moratorium was to allow adequate time to update the General Facilities Charges the City assesses and collects to ensure that they are adequate to cover system improvements related to new growth.

| For Discussion

### Attachments

[Briefing Paper PIES Feb 2023 GFCs - 2-23-23.docx](#)

[GFC Ordinance Revisions Final 2-23-23 formatted.docx](#)

[Spokane GFC Implementation scenarios 2-22-23.xlsx](#)

[GFC Water Layout.jpg](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Public Works and Utilities
<b>Contact Name</b>	Marlene Feist, Division Director
<b>Contact Email &amp; Phone</b>	mfeist@spokanecity.org
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 30 min
<b>Agenda Item Name</b>	General Facility Charges (GFCs)
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Council placed a building moratorium in the Latah Valley area in the fall of 2022. The ordinance adopted by City Council to establish the moratorium listed that one of the purposes of the moratorium was to allow adequate time to update the General Facilities Charges the City assesses and collects to ensure that they are adequate to cover system improvements related to new growth.</p> <p>GFCs are a one-time fee assessed as a condition for a new utility connection. The fee is intended to represent a proportionate share of the capital investment made to provide system capacity. The funds generated from these fees can be used to fund capital projects or related debt service, but they may not be used to fund operation and maintenance costs.</p> <p>The laws governing GFCs are found under RCW 35.91.060 which provides for a pro-rate share of costs to which a property owner did not contribute and RCW 35.92.025 which says that in general, each connection shall bear a proportionate share of the cost of the system capacity required to serve it.</p> <p>The City of Spokane established a General Facility Charge (GFC) for both Water and Sewer in December of 2002. The charges have never been updated. Additionally, the GFCs did not have any inflationary index included and are not keeping up with current costs for construction of the needed capacity to maintain service for future growth.</p> <p>The GFC ordinance also provided for waiving GFCs in certain parts of the City. Waiving of GFCs results in placing growth-related costs on existing ratepayers, which has led to volatile rates in other communities or a lack of investment in needed new capacity</p> <p>Public Works is recommending an updated GFC ordinance that establishes an updated fee schedule reflecting what is allowed under RCW's for both Water and Sewer that could be implemented over two or more years. It also would establish a fee for ¾-inch connections to encourage water conservation.</p> <p>An inflationary index is included as well, which will increase the GFCs on a yearly basis based on a nationally recognized index that reflects current costs for construction. The fees would also be reassessed</p>

	<p>every 3 to 5 years to address additional projects, needs, and updated costs. The updated ordinance also would eliminate waivers; waivers for ADU's in certain zones of the City through 2024 that was recently approved by Council will remain.</p> <p>For ease of administration and implementation, the updated GFCs would apply to all new projects that don't have a building permit or don't have a counter complete application for a building permit. Fire protection meters would not have a GFC associated with them.</p>
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<b>Proposed Council Action</b>	Approve updated GFCs ordinance
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**Fiscal Impact**  
 Total Cost: [Click or tap here to enter text.](#)  
 Approved in current year budget?     Yes    No    N/A  
 Funding Source                     One-time     Recurring  
 Specify funding source: [Click or tap here to enter text.](#)  
 Expense Occurrence     One-time     Recurring  
 Other budget impacts: (revenue generating, match requirements, etc.)

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

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible.

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

N/A GFC's will be collected city wide when water meters are purchased for use.

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

GFC's will be reviewed every 3-5 years to ensure they are keeping up with the cost to provide capacity for future development.

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

The update of the GFC's followed RCW's to ensure that growth related costs were captured and reflected in the new fees. Funds generated through GFC's would be used to implement the capacity improving projects found with the City's Capital Improvement Program.



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE relating to GFC public utilities and services, amending SMC sections 13.03.0730, and 13.03.0732 to chapter 13.03 of the Spokane Municipal Code; and 13.04.2040, and 13.04.2042 to chapter 13.04 of the Spokane Municipal Code; and setting an effective date and declaring an emergency.

WHEREAS, the Spokane City Council last adopted General Facility Charges (GFC) for water and sewer infrastructure connections in 2002; and

WHEREAS, since adoption, the GFC have not been updated and are grossly out of date with current costs and expenses associated with building new infrastructure capacity; and

WHEREAS, the City has engaged a consultant, FCS Group, to study its utility rates and charges, including GFCs. The GFC Study was initiated to address both existing and future challenges related to development and requests for capacity in the City's sewer and water systems; and

WHEREAS, FCS completed its study of new capacity costs and based on analysis, shows the City's GFCs are grossly out of date and do not cover costs associated with growth and system demand for capacity; and

WHEREAS, the City Council recently adopted Ordinance No. C36276 imposing a moratorium regarding building permit applications for residential structures in the Latah/Hangman and Grandview/Thorpe Neighborhoods, and declaring an emergency (the "Moratorium"); and

WHEREAS, the City Council adopted the Moratorium to give the City time ~~it is~~ to update the City's GFCs (and Transportation Impact Fees) so that the fees are (1) adequate to cover the cost of system improvements that are reasonably related to new growth and development occurring and anticipated in the City; (2) do not exceed a proportionate share of the costs of system improvements that are reasonably related to the new development, and (3) will be used for system improvements that will reasonably benefit the new development; and

WHEREAS, the City conducted a detailed analysis of both water and sewer projects used to calculate the updated GFCs in order to (1) remove the cost of correcting any existing deficiencies and (2) to include project costs associated with providing additional capacity that will reasonably benefit new growth and development; and

WHEREAS, Chapter 13.03 SMC and Chapter 13.04 SMC, as amended by this Ordinance, is consistent with the City's Comprehensive Plan, which recognizes GFC charges as a mechanism to fund capital improvement so new growth and development

activity that has an impact upon utility facilities pays a proportionate share of the cost of facilities that reasonably benefit the development; and

WHEREAS, without appropriate GFCs, the cost of constructing new water and sewer capacity for growth would result in a higher burden on customers and ratepayers already connected to these utility systems; and

WHEREAS, the City Council finds that the updated GFCs approved by this Ordinance (a) will be imposed for system improvements that are reasonably related to new growth and development, (b) will not exceed a proportionate share of the costs of system improvements that are reasonably related to the new development, and (c) will be used for system improvements that will reasonably benefit the new development; and

WHEREAS, the City Council adopts the foregoing as its findings of fact justifying its adoption of this Ordinance and documenting the existence of an emergency allowing this Ordinance to become effective immediately upon adoption;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1: That SMC section 13.03.0730 is amended to read as follows:

**13.03.0730 Wastewater General Facilities Charge General Provision – Long Connections**

A. There is hereby imposed a wastewater General Facilities Charge (GFC). The GFC is a utility rate surcharge assessed at the time of connection or service upgrade. Its purpose is to defray costs to the general utility system as a result of ~~((created by))~~ new system demand, such as costs of providing increased system capacity for new or increased demand and other capital costs. ~~((Nothing in the))~~ The GFC program is separate from ~~((affects))~~ local improvement districts, latecomer charges or other special connection charges.

B. The GFC charge is collected at the time of connection, time of application for a building permit, or other time as deemed most administratively convenient by the director and shall be considered a contribution to capital and not a cost of providing service.

1. The amount of the wastewater GFC for wastewater (sewer) utility connections will be based on water ~~((tap))~~ meter size for water service to the premises, since water ~~((tap))~~ meter size provides a measure of water use and, correspondingly, wastewater generated.

2. In case of a planned unit development or other circumstance where a new direct customer connection is not made to the sewer system, but where there is the effect of a new dwelling unit or customer demand increase, as where new dwelling units

are added to a master meter account, a GFC shall be assessed in like manner as if the demand upgrade were through a direct new customer connection. New dwelling unit shall include without limitation, accessory dwelling units (ADU) and other residential units co-located on a property as these additions have a direct impact on the utility system.

C. Long Connection Option.

1. Where a customer near an area with existing utility service desires to connect to such utility service where ((because)) lines have not yet been extended for direct service to the customer's area or property (a "long connection"), the director may allow a long connection to existing facilities. The decision to allow a long connection is discretionary, considering the needs of the existing customers, the limits of the current system or any other appropriate factors.

2. As a condition of a long connection, the customer must satisfy any conditions imposed by the director, including obtaining any necessary easements, payment of all costs of additional installations, and payment of a non refundable charge determined by the director based on engineering principles estimated to be what the customer would be required to pay if connection were deferred until direct service became available.

a. Such charge may be accepted as a nonrefundable prepayment for the size of the connection furnished.

b. This option may also be applied to upgrades.

Section 2: That SMC section 13.03.0732 is amended to read as follows:

**13.03.0732 Wastewater General Facilities Charge (GFC) – Schedule of Charges**

A. Findings – General Facilities Charge.

The City Council finds:

1. General facilities charges are intended to defray costs created by new system demand, such as costs of providing increased system capacity for new or increased demand and other capital costs associated with new connections. ((under the previous system providing for collection of latecomer connection charges under chapter 35.91 RCW or special connection charges under RCW 35.92.025, customers happening to connect in certain areas must pay extra costs, although the primary benefit of access to the public sewer system is the same to a new customer, whether the customer is within or outside an area subject to such special connection charges.

~~a. Additionally, upgraded customers moving from a smaller to a larger connection capacity gain additional system benefits, but may otherwise escape paying a special connection or latecomer charge, once having connected and paid an initial connection charge based on a smaller size connection;))~~

~~2. ((undue administrative burdens and costs are created in administering various connection and latecomer charges, each of which may have differing effective dates and which may also have differing limits in terms of allowable interest accruing on such payments as well as the period or periods such charges may be collected;~~

~~3.--)) there is a system-wide benefit, served by a uniform, adjustable GFC, in encouraging system growth through infilling certain unserved areas and considering that expanding the overall customer rate base and customer densities will reduce fixed costs which must otherwise be spread over all classes of ratepayers;~~

~~((4.—It is in the public interest to provide for a more uniform rate structure and to replace individual area connection or latecomer fees with a single GFC rate, except only as may be distinguished by the size of connection or connection upgrade, as provided hereafter; ))~~

~~3. it is ((further)) in the public interest that those adding additional costs or burdens to the City sewer system by creating need and demand for new system growth and infill needs in the City sewer system should pay ((a GFC therefor. Such customers should be treated and classified in common with customers formerly also subject to a special connection or latecomer connection charge, so that only one)) uniform GFC for all ((should be paid by all customers with)) new or upgraded utility service.~~

~~((B. Findings — Central Incentives Area (CIA).))~~

~~((The City Council finds:~~

~~1. Washington State's growth management laws, including RCW 36.70A.110, encourage development first within existing urban areas before moving to other areas.~~

~~2. the City of Spokane's comprehensive plan and state growth management policies encourage the "infilling" of developed areas that still have some growth capacity. A consequence of not doing this is sprawling development out in long corridors or scattered areas, making the extension of needed urban services more expensive and less efficient for the public;~~

~~3. costs of encouraging development in more densely populated areas already served by existing utility lines is lower than extending new lines to more remote~~

~~undeveloped areas. Existing utility lines are installed and designed to serve the full growth potential of an area, so it is an unwise use of resources to continue extending lines where some growth can still occur in developed areas;~~

~~4. the CIA established herein is in the category of a more densely populated area rather than a more remote, undeveloped area. The savings that City sewer and water utilities realize by encouraging development in the CIA, through not assessing a GFC to customers located there, is roughly proportional to the loss of the GFC revenues;~~

~~5. ((properties within the CIA are identified as generally of lower value investment than other areas served.)) The opportunity for new development in the CIA to recover acceptable investment value is of a more marginal, doubtful and unlikely character than customers connecting in areas outside the CIA. Adding a GFC to the class of customers in the CIA would make it significantly more difficult for further development or new connections in such areas. This result is contrary to public policy, growth management laws and responsible utility system management for the overall benefit of the ratepayers. Encouraging development in the CIA will benefit the City sewer and water utilities by new customer revenues, which would otherwise be lost if a GFC were assessed because such development would be less likely to occur;~~

~~6. the CIA as an area substantially deficient in development and heavily populated with low income and fixed income, poor or elderly customers;~~

~~7. there is a reasonable basis to classify customers seeking connection to premises in an CIA not to be subject to a GFC.~~

C. Empowerment Zone The boundaries of the CIA are:

~~On the west, the Spokane River;~~

~~On the south, a line running from Latah Creek to 9<sup>th</sup> Avenue, then east on 9<sup>th</sup> Avenue to Lincoln Street, then north on Lincoln Street to 5<sup>th</sup> Avenue, then east on 5<sup>th</sup> Avenue to Sherman Street, then south on Sherman Street to 9<sup>th</sup> Avenue, then east on 9<sup>th</sup> Avenue from Sherman Street to Havana Street;~~

~~On the east, a line running north on Havana Street from 9<sup>th</sup> Avenue to Francis Avenue, excluding Minnehaha Park and Esmerelda Golf Course;~~

~~On the north, a line running west along Francis Avenue from Havana to Division Street, then south on Division Street to Indiana Avenue, then west on Indiana Avenue to Monroe Street, then north on Monroe Street to Garland Avenue, then west on Garland Avenue to Ash Street, then south on Ash Street to Fairview Avenue, then west on Fairview Avenue to Cochran Street, then south on Cochran Street and T.J. Meenach Drive to the Spokane River; and~~

All land within the ~~((City Limits of the City of Spokane which is))~~ geographic boundaries of an established Public Development Authority (PDA) board established cooperatively between the City and County shall be exempt from GFC charges. ~~((owned or controlled by, or subject to a proprietary interest of, the Spokane Airport Board.))~~

The Director of Public Works shall maintain a copy of the map of the CIA ([Attachment A to this ordinance](#)) for public inspection.

D.) B. Charge for new service or new upgrades ~~((inside the CIA: No charge.~~

E. ~~Service Outside the CIA.))~~

1. For new service or new upgrades to existing service from the City sewer system, a wastewater GFC is assessed as provided hereafter. The charge will be based on the water ~~((tap))~~ meter size that would otherwise be required for the facility without fire flow and/or irrigation flow.
  - a. Upgrades are charged at the current difference between the old and new connection size charges.

<del>((TYPE))</del>	<del>WATER ((TAP))</del> <u>METER SIZE</u>	<del>SEWER CHARGE</del>
<del>((House*))</del>	<del>((NA))</del> <u>3/4 inch or less</u>	<del>(((\$2,400))</del> <u>\$7,461</u>
<del>((Duplex))</del>	<del>((NA))</del> <u>1 inch</u>	<del>(((\$4,800))</del> <u>\$12,435</u>
<del>((Multi-family**))</del>	<del>((2))</del> <u>1.5 inches ((or less))</u>	<del>(((\$6,767))</del> <u>24,870</u>
	<u>2 inches</u>	<u>\$39,792</u>
<del>((Multi-family))</del>	<u>3 inches</u>	<del>(((\$12,468))</del> <u>\$87,046</u>
<del>((Multi-family))</del>	<u>4 inches</u>	<del>(((\$19,194))</del> <u>149,221</u>
<del>((Multi-family))</del>	<u>6 inches</u>	<del>(((\$35,265))</del> <u>\$335,747</u>
<del>((Multi-family</del>	<u>8 inches</u>	<u>\$54,299</u>
<del>Multi-family</del>	<u>10 inches</u>	<u>\$75,876</u>
<del>Multi-family</del>	<u>12 inches</u>	<u>\$99,753</u>
<del>Commercial</del>	<u>1 inch or less</u>	<u>\$2,400</u>
<del>Commercial</del>	<u>2 inches</u>	<u>\$6,787</u>
<del>Commercial</del>	<u>3 inches</u>	<u>\$12,468</u>
<del>Commercial</del>	<u>4 inches</u>	<u>\$19,194</u>
<del>Commercial</del>	<u>6 inches</u>	<u>\$35,265</u>
<del>Commercial</del>	<u>8 inches</u>	<u>\$54,299</u>
<del>Commercial</del>	<u>10 inches</u>	<u>\$75,876</u>
<del>Commercial</del>	<u>12 inches</u>	<u>\$99,753))</u>

~~((\* In a PUD, each house is charged individually the rate listed for "House".~~

~~\*\* Multi-family represents three or more living units.))~~

\* Connections larger than 6 inches will require written agreement with specific costs and use specified.

2. ~~((The wastewater GFC is intended to supersede all prior special connection capital charges assessed to defray an equitable share of the cost of the City sewer system, except for such charges the City may be bound to continue pursuant to chapter 35.91 RCW (Developer Latecomer Charges) or which the City otherwise remains legally bound to collect.~~

~~a. Except for such charges, it is the intent of the City Council to supersede all previous special connection capital charges of any form or nature, replacing all such charges with a single wastewater GFC for any new connections or connection or service demand upgrades to the City sewer system at any location served by said system.~~

~~b. ))The GFC is to be used to finance impacts to the system created by new system growth and infill needs created by new or upgraded customers.~~

~~((c. In the case of latecomer contracts entered into under chapter 35.91 RCW and the like, the GFC herein supersedes the amount to be collected from a party seeking connection. However, any GFC collected does not increase or decrease amounts the City may previously have contracted to reimburse to a third party at the time of allowing a connection, said parties to be paid by the City as provided under the pre-existing contract.~~

~~d. Hereinafter consistent with this ordinance, the Director of Public Works may make provision for reimbursement of third parties for facility construction costs, but hereafter, the amount of reimbursement per connection shall not exceed the GFC amount collected, which may change from year to year as the City Council may adjust the GFC.))~~

3. Adjustments.

Fee Adjustment: Annual adjustment to the GFC Charges listed above will increase annually based on a five-year rolling average of the Engineering News Record Construction Cost Index calculated by City Staff, for the previous year. This annual increase will start January 1, 2024, and occur each January 1 thereafter. Comprehensive review and update of GFC charges should be conducted at least every (5) years, but no more frequently than three (3) years.

Prior Payment of Similar Charges: The charge for a wastewater connection can be adjusted for facilities with water tap sizes two inches and greater when the tap size also accounts for fire flow and/or irrigation flow upon a showing of prior payment of similar charges, or for other sound considerations of fairness, as determined by the Wastewater Management Director.

- a. To be eligible for such adjustment, a party required to pay a wastewater GFC must submit a written application to the Wastewater Management Director, together with any supporting materials and explanation. The Wastewater Management Director must receive such materials at the time of application for connection of the subject premises.
  - b. No adjustment may exceed the amount of the GFC applicable to the connection requested.
4. The wastewater GFC applies in addition to all other (~~non-capital~~) connection, permit or other fees required by this code or elsewhere, to parties seeking to connect premises who have not paid an equitable share of the cost of the City's sewer system as determined by the Wastewater Management Director.
  5. The charge is due and payable in full at the time of application for connection or as otherwise ordered by the Director of Public Works.
  6. The Wastewater Management Director may record appropriate notice with the county auditor concerning areas subject to the wastewater GFC in accord with RCW 65.08.170 and RCW 65.08.180, as applicable.
  7. In response to the ongoing local and national housing crisis, the City Council has decided to provide relief to residents and businesses by waiving all applicable fees within this section 13.04.2042 which are associated with the construction of ADUs on lots located at least partially within ½ mile of a Center or Corridor, Context Area, or Downtown zone or CC3 zoning overlay. Distances are measured in a straight line between the zone/overlay boundary to the lot line of the site containing the development. This fee waiver shall expire at 5:00 p.m. on December 31, 2024.

Section 3: That SMC section 13.04.2040 is amended to read as follows:

**13.04.2040 Water General Facilities Charge General Provision – Long Connections**

- A. There is hereby imposed a water general facilities charge (GFC). The GFC is a utility rate surcharge assessed at the time of connection or service upgrade. Its purpose is to defray costs to the general utility system created by new system demand, such as costs of providing increased system capacity for new or increased demand and other capital costs. (~~Nothing in the~~) The GFC program is separate from (~~affects~~) local improvement districts, latecomer charges or other special connection charges.

B. The GFC is collected at the time of connection, application for a building permit or other time as deemed most administratively convenient by the director and shall be considered a contribution to capital and not a cost of providing service.

1. The amount of the GFC for water utility connections will be based on water ~~((tap))~~ meter size for water service to the premises.

2. In case of a planned unit development or other circumstance where a new direct customer connection is not made to the water system, but where there is the effect of a new dwelling unit or customer demand increase, as where new dwelling units are added to a master meter account, a GFC shall be assessed in like manner as if the demand upgrade were through a direct new customer connection. New dwelling unit shall include without limitation accessory dwelling units (ADU) and other residential units co-located on a property as these additions have a direct impact on the utility system.

3. For those situations where an existing customer requests an increase or larger meter size, the GFC will be assessed based on the current cost difference between the existing meter size and the new size requested.

C. Long Connection Option.

1. Where a customer near an area with existing utility service desires to connect to such utility service where ~~((because))~~ lines have not yet been extended for direct service to the customer's area or property (a "long connection"), the director may allow a long connection to existing facilities. The decision to allow a long connection is discretionary, considering the needs of the existing customers, the limits of the current system or any other appropriate factors.

2. As a condition of a long connection, the customer must satisfy any conditions imposed by the director, including obtaining any necessary easements, payment of all costs of additional installations and payment of a non-refundable charge determined by the director based on engineering principles estimated to be what the customer would be required to pay if connection were deferred until direct service became available. Such charge may be accepted as a nonrefundable prepayment for the size of the connection furnished. This option may also be applied to upgrades.

Section 4: That SMC section 13.04.2042 is amended to read as follows:

### **13.04.2042 Water General Facilities Charge – Schedule of Charges**

A. Findings – General Facilities Charge (GFC).

The City Council finds:

1. The purpose of GFC charges is to defray costs created by new system demand, such as costs of providing increased system capacity for new or increased demand and other capital costs associated with new system capacity. (~~under the previous system providing for collection of latecomer connection charges under chapter 35.91 RCW or special connection charges under RCW 35.92.025, customers happening to connect in certain areas must pay extra costs, although the primary benefit of access to the public water system is the same to a new customer, whether the customer is within or outside an area subject to such special connection charges. Additionally, upgraded customers moving from a smaller to a larger connection capacity gain additional system benefits but may otherwise escape paying a special connection or latecomer charge, once having connected and paid an initial connection charge based on a smaller size connection.~~)
  
2. ~~Undue administrative burdens and costs are created in administering various connection and latecomer charges, each of which may have differing trigger dates and which may also have differing limits in terms of allowable interest accruing on such payments as well as the period or periods such charges may be collected.~~
  
- 3.) 2. There is a system-wide benefit, served by a uniform, adjustable GFC, in encouraging system growth through infilling certain unserved areas and considering that expanding the overall customer rate base and customer densities will reduce fixed costs which must otherwise be spread over all classes of ratepayers.
  
- ((4.)) 3. It is in the public interest to provide for a ~~((more uniform rate structure and to replace individual area connection or latecomer fees with a single))~~ GFC rate structure to cover costs associated with new or increased system demand. (~~(, except only as may be distinguished by the size of connection or connection upgrade, as provided hereafter.)~~)
  
- ((5.)) 4. It is further in the public interest that those adding additional costs or burdens to the City water system by creating need and demand for new system growth and infill needs in the City water system should pay a GFC therefore. ~~((Such customers should be treated and classified in common with customers formerly also subject to a special connection or latecomer connection charge, so that only one uniform GFC should be paid by all customers with new or upgraded utility service.))~~
  
5. There are increased costs associated with the needed booster stations, pipes and tanks which provide service to the higher-pressure zones. More facilities are needed to move water further out into the system.

B. ((Findings; Central Incentives Area.

The City Council finds:

- ~~1. Washington State's growth management laws, including RCW 36.70A.110, encourage development first within existing urban areas before moving to other areas.~~
- ~~2. the City of Spokane's comprehensive plan and state growth management policies encourage the "infilling" of developed areas that still have some growth capacity. A consequence of not doing this is sprawling development out in long corridors or scattered areas, making the extension of needed urban services more expensive and less efficient for the public.~~
- ~~3. costs of encouraging development in more densely populated areas already served by existing utility lines is lower than extending new lines to more remote undeveloped areas. Existing utility lines are installed and designed to serve the full growth potential of an area, so it is an unwise use of resources to continue extending lines where some growth can still occur in developed areas.~~
- ~~4. the Central Incentives Area (CIA) established herein is in the category of a more densely populated area rather than a more remote, undeveloped area. The savings that City sewer and water utilities realize by encouraging development in the CIA, through not assessing a GFC to customers located there, is roughly proportional to the loss of the GFC revenues.~~
- ~~5. properties within the CIA are identified as generally of lower value investment than other areas served. The opportunity for new development in the CIA to recover acceptable investment value is of a more marginal, doubtful and unlikely character than customers connecting in areas outside the CIA. Adding a GFC charge to the class of customers in the CIA would make it significantly more difficult for further development or new connections in such areas. This result is contrary to public policy, growth management laws, and responsible utility system management for the overall benefit of the ratepayers. Encouraging development in the CIA will benefit the City sewer and water utilities by new customer revenues, which would otherwise be lost if a GFC were assessed because such development would be less likely to occur.~~
- ~~6. the CIA as an area substantially deficient in development and heavily populated with low income and fixed income, poor or elderly customers.~~
- ~~7. there is a reasonable basis to classify customers seeking connections to premises in an CIA not to be subject to GFC charge))~~

B. Water GFCs shall be assessed based on location within either the Lower Zone or Upper Zone defined as follows:

1. The Lower Zone is defined as all parcels with water connection served directly from well stations without the need of booster pump operations within the City of Spokane's water service area. This definition includes the

entire Intermediate Pressure Zone, the Low-Pressure Zone north of 16<sup>th</sup> Avenue, and the North Hill Pressure Zone but excludes area and connections located north of West Excell Avenue and West Tiffany Avenue West.

2. The Upper Zone is defined as all parcels not included in the geographic area of the Lower Zone. ~~((Findings; Central Incentives Area.~~

~~C. The boundaries of the CIA are:~~

~~On the west, the Spokane River;~~

~~On the south, a line running from Latah Creek to 9<sup>th</sup> Avenue, then east on 9<sup>th</sup> Avenue to Lincoln Street, then north on Lincoln Street to 5<sup>th</sup> Avenue, then east on 5<sup>th</sup> Avenue to Sherman Street, then south on Sherman Street to 9<sup>th</sup> Avenue, then east on 9<sup>th</sup> Avenue from Sherman Street to Havana Street;~~

~~On the east, a line running north on Havana Street from 9<sup>th</sup> Avenue to Francis Avenue, excluding Minnehaha Park and Esmerelda Golf Course;~~

~~On the north, a line running west along Francis Avenue from Havana to Division Street, then south on Division Street to Indiana Avenue, then west on Indiana Avenue to Monroe Street, then north on Monroe Street to Garland Avenue, then west on Garland Avenue to Ash Street, then south on Ash Street to Fairview Avenue, then west on Fairview Avenue to Cochran Street, then south on Cochran Street and T.J. Meenach Drive to the Spokane River; and~~

~~All land within the designated geographic boundaries of and established Public Development Authority (PDA) Board established cooperatively between the City of Spokane and the County. ((City Limits of the City of Spokane which is owned or controlled by, or which is subject to proprietary interest of, the Spokane Airport Board.))~~

3. The Director of Public Works shall maintain a copy of the map of the ((CIA)) Lower and Upper Water Zones ([Attachment A to this ordinance](#)) for public inspection.)

~~C. ((D.)) Charge for new service or new upgrades ((inside the CIA: No charge)) .~~

~~((E. Service Outside CIA.))~~

1. For new service or new upgrades of existing service to the City water system, a GFC is assessed as provided hereafter. The charge will be based upon the ~~((tap))~~ meter size required for the facility and location of the property within the Upper or Lower Zone. The below charges include capacity allocated to fire protection. If the size of a previous connection is upgraded to a larger

connection, upgrades are charged at the current difference between the old and new connection size charges.((-))

<b>((TYPE))</b>	<b>Water ((TAP)) Meter Size</b>	<b>((GFC)) <u>Lower Zone</u></b>	<b><u>Upper Zone</u></b>
((House*	NA	\$1,232))	
Duplex	NA	\$2,464))	
Multi-family**	2-inch or less	\$3,485))	
Multi-family	3-inch	\$6,402))	
Multi-family	4-inch	\$9,857))	
Multi-family	6-inch	\$18,108))	
Multi-family	8-inch	\$27,878))	
Multi-family	10-inch	\$38,964))	
Multi-family	12-inch	\$51,216))	
	<u>¾-Inch or less</u>	<u>\$2,823</u>	<u>\$10,407</u>
	<u>1 inch</u>	<u>\$4705</u>	<u>\$17,345</u>
((Commercial))	1.5-inch ((or less))	(((\$1,232 )) <u>\$9,409</u>	<u>\$34,690</u>
((Commercial))	2-inch	(((\$3,485)) <u>\$15,055</u>	<u>\$55,503</u>
((Commercial))	3-inch	(((\$6,402)) <u>\$32,932</u>	<u>\$121,413</u>
((Commercial))	4-inch	(((\$9,857)) <u>\$56,455</u>	<u>\$208,137</u>
((Commercial))	6-inch	(((\$18,108)) <u>\$127,025</u>	<u>\$468,309</u>
((Commercial	8-inch	\$27,878	
Commercial	10-inch	\$38,964	
((Commercial	12-inch	\$51,216))	
(* In a PUD, each house is charged individually the rate listed for _____ "house." ** Multi-family represents three or more living units.)  * <u>Connections larger than 6 inches will require written agreement with specific costs associated to needed flow rate.</u>			

2. The GFC is to be used to finance impacts to the system created by new system growth and infill needs created by new or upgraded customers.

2. 3. Meters used solely for fire protection purposes would not incur GFC charges, unless needed flow rate exceeds the current largest fire flow rate in that pressure zone. ((The water GFC is intended to supersede all prior special connection capital charges assessed to defray an equitable share

~~of the cost of the City water system, except for such charges the City may be bound to continue pursuant to chapter 35.91 RCW (developer latecomer charges), or which the City remains legally bound to collect.~~

~~a. Except for such charges, it is the intent of the City Council to supersede all previous special connection capital charges of any form or nature, replacing all such charges with a single water GFC for any new connections or connection or service demand upgrades to the City water system at any location served by said system.~~

~~b. The GFC is to be used to finance new system growth and infill needs created by new or upgraded customers. In the case of latecomer contracts entered into under chapter 35.91 RCW and the like, the GFC herein supersedes the amount to be collected from a party seeking connection.~~

~~c. However, any GFC collected does not increase or decrease amounts the City may previously have contracted to reimburse to a third party at the time of allowing a connection, said parties to be paid by the City as provided under the preexisting contract.~~

~~d. Hereafter, consistent with this ordinance, the Director of Public Works may make provision for reimbursement of third parties for facility construction costs, but hereafter, the amount of reimbursement per connection shall not exceed the GFC amount collected, which may change from year to year as the City may adjust the GFC.)~~

### 3. Adjustments.

Fee Adjustment: Annual adjustment to the GFC Charges listed above will increase annually based on a five-year rolling average of the Engineering News Record Construction Cost Index calculated by City Staff, for the previous year. This annual increase will start January 1, 2024 and occur each January 1 thereafter. Comprehensive review and update of GFC charges should be conducted at least every (5) years, but no more frequently than three (3) years.

Prior Payment of Similar Charges: The charge for a water connection can be adjusted upon a showing of prior payment of similar charges, or for other sound considerations of fairness, as determined by the Director of Public Works.

a. To be eligible for such adjustment, a party required to pay a water GFC must submit a written application to the Director of Public Works, together with any supporting materials and explanation.

b. The Director of Public Works must receive such materials no later than the time of connection of the subject premises.

c. No adjustment may exceed the amount of the water GFC applicable to the connection requested.

4. The water GFC applies, in addition to all other (~~non-capital~~) connection, permit or other fees required by this code or elsewhere. (~~The charge is due and payable in full at or before the time of connection or as otherwise ordered by the Director of Public Works.~~)

5. The Director of Public Works may record appropriate notice with the county auditor concerning areas subject to the water GFC pursuant to the requirements of RCW 65.08.170 and RCW 65.08.180, as applicable, reserving the possibility of upgrade charges.

6. In response to the ongoing local and national housing crisis, the City Council has decided to provide relief to residents and businesses by waiving all applicable fees within this Section 13.04.2042(6) for the construction of ADUs on lots located at least partially within ½ mile of a Center or Corridor, Context Area, or Downtown zone or CC3 zoning overlay. Distances are measured in a straight line between the zone/overlay boundary to the lot line of the site containing the development. This fee waiver shall expire at 5:00 p.m. on December 31, 2024.

Section 5: Effective Date.

This Ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance is necessary for the protection of the public safety and for the immediate support of City government and its existing public institutions, shall become effective immediately upon its passage. Without the updates approved by this Ordinance, the City would not be able to require new growth and development to pay its proportionate share of the costs of system improvements that reasonably benefit the new development current GFC charges collected by the City will be inadequate to cover the cost of system improvements that are reasonably related to and that will reasonably benefit new growth and development occurring and anticipated in the City, thereby slowing the City's ability to finance and construct the needed system improvements.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

(Delivered to the Mayor on the \_\_\_\_\_ day of \_\_\_\_\_)

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

Meter Size	Existing Meters in Use	Percentage
3/4" or less	54311	71%
1"	17814	23%
2" & 1.5"	3382	4%
3"	231	0.30%
4"	289	0.38%
6"	263	0.34%
8"	165	0.22%
10"	51	0.07%

Total meters -> 76,506

### Water GFC Lower Zone

Meter Size	Maximum-Rated Safe Operating Flow (gpm)*	Meter Equivalency Ratio	Water Lower Zone	Existing Charges	Difference in the Lower Zone
3/4"	30	1.00	\$ 2,823	\$1,232	\$ 1,591
1"	50	1.67	4,705	\$1,232	\$ 3,473
1.5"	100	3.33	9,409	\$3,485	\$ 5,924
2"	160	5.33	15,055	\$3,485	\$ 11,570
3"	350	11.67	32,932	\$6,402	\$ 26,530
4"	600	20.00	56,455	\$9,857	\$ 46,598
6"	1,350	45.00	127,025	\$18,108	\$ 108,917
8"	Based on needed flow rates				
10"			Will be calculated		

\*per AWWA M22 Table 6-1

### Water GFC Upper Zone

Meter Size	Maximum-Rated Safe Operating Flow (gpm)*	Meter Equivalency Ratio	Water Upper Zone	Existing Charges	Difference in the Upper Zone
3/4"	30	1.00	\$ 10,407	\$1,232	\$ 9,175
1"	50	1.67	17,345	\$1,232	\$ 16,113
1.5"	100	3.33	34,690	\$3,485	\$ 31,205
2"	160	5.33	55,503	\$3,485	\$ 52,018
3"	350	11.67	121,413	\$6,402	\$ 115,011
4"	600	20.00	208,137	\$9,857	\$ 198,280
6"	1,350	45.00	468,309	\$18,108	\$ 450,201
8"	Based on needed flow rates				
10"			Will be calculated		

\*per AWWA M22 Table 6-1

**SEWER GFC**

Meter Size	Maximum-Rated Safe Operating Flow (gpm)*	Meter Equivalency Ratio	Sewer City Wide	Existing Charges	Difference
3/4"	30	1.00	\$ 7,461	\$2,400	\$ 5,061
1"	50	1.67	12,435	\$2,400	\$ 10,035
1.5"	100	3.33	24,870	\$6,787	\$ 18,083
2"	160	5.33	39,792	\$6,787	\$ 33,005
3"	350	11.67	87,046	\$12,468	\$ 74,578
4"	600	20.00	149,221	\$19,194	\$ 130,027
6"	1,350	45.00	335,747	\$35,265	\$ 300,482
8"	Based flow rates that				
10"	utilizes sewer capacity		Will be calculated		

\*per AWWA M22 Table 6-1

Year 1	Year 2	Year 3
\$2,000	\$2,823	
\$2,500	\$4,705	
\$4,500	\$9,409	
\$5,000	\$10,000	\$15,055
\$10,000	\$20,000	\$32,932
\$15,000	\$25,000	\$56,455
\$30,000	\$60,000	\$127,025

Year 1	Year 2	Year 3
\$2,000	\$5,000	\$10,407
\$2,500	\$5,000	\$17,345
\$4,500	\$14,500	\$34,690
\$5,000	\$15,000	\$55,503
\$10,000	\$30,000	\$121,413
\$20,000	\$50,000	\$208,137
\$40,000	\$100,000	\$468,309

Year 1	Year 2	Year 3	Year 4
\$2,000	\$5,000	\$10,407	
\$2,500	\$5,000	\$17,345	
\$4,500	\$14,500	\$25,000	\$34,690
\$5,000	\$15,000	\$30,000	\$55,503
\$10,000	\$30,000	\$75,000	\$121,413
\$20,000	\$50,000	\$100,000	\$208,137
\$40,000	\$100,000	\$200,000	\$468,309

Year 1	Year 2	Year 3
4,931	7,461	
4,931	12,435	
10,000	15,000	24,870
10,000	20,000	39,792
20,000	40,000	87,046
30,000	60,000	149,221
50,000	100,000	335,747

Year 1	Year 2	Year 3	Year 4
4,931	7,461		
4,931	12,435		
10,000	15,000	24,870	
10,000	20,000	39,792	
20,000	40,000	60,000	87,046
30,000	60,000	90,000	149,221
50,000	100,000	150,000	335,747

Year 1	Year 2	Year 3	Year 4	Year 5
\$2,000	\$5,000	\$10,407		
\$2,500	\$5,000	\$17,345		
\$4,500	\$14,500	\$25,000	\$34,690	
\$5,000	\$15,000	\$30,000	\$55,503	
\$10,000	\$30,000	\$75,000	\$121,413	
\$20,000	\$50,000	\$100,000	\$150,000	\$208,137
\$40,000	\$100,000	\$200,000	\$350,000	\$468,309

Year 1	Year 2	Year 3	Year 4	Year 5
4,931	7,461			
4,931	12,435			
10,000	15,000	24,870		
10,000	20,000	39,792		
20,000	40,000	60,000	87,046	
30,000	60,000	90,000	120,000	149,221
50,000	100,000	150,000	250,000	335,747

3.7

10 min

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### 3.7 - SRTC Street Preservation Call for Projects - Grant

*Picanco, Kevin*

Council Sponsor: CM Kinnear & CM Bingle

Grant opportunity through the SRTC Preservation Call for Projects for street pavement preservation/maintenance work. Grant criteria and potential project locations for application(s) will be presented.

| For Discussion

#### **Attachments**

[SRTC Preservation call for Projects.docx](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Public Works – Integrated Capital Management
<b>Contact Name</b>	Kevin Picanco
<b>Contact Email &amp; Phone</b>	<a href="mailto:kpicanco@spokanecity.org">kpicanco@spokanecity.org</a> ; 625-6088
<b>Council Sponsor(s)</b>	CM Kinnear
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10 mins
<b>Agenda Item Name</b>	Grant Opportunity – SRTC Street Preservation Call for Projects
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p><u>Background/History:</u> SRTC recently announced a Call for Preservation Projects to be funded with FHWA Surface Transportation Block Grant (STBG) funds. The program is narrowly focused on preservation of street pavement through pavement maintenance activities such as grind and overlays and surface seal coats such as chip seals. Full pavement reconstruction is not eligible for funding. The grant eligibility and scoring criteria are very specific and limit the number of City arterial street locations that are viable candidates for application. Project locations must be designated arterial roadways and the grant scoring criteria favors principal arterials and higher volume roadways over minor and collector arterials. The maximum grant award amount is \$1.5M per application and \$3M per agency. The City is planning to submit three to four applications at different locations throughout the City. If grant funds are secured, grant funding will become available early 2024; design would occur in 2024, construction in 2025.</p> <p>Potential locations, meeting the grant criteria, will be presented for discussion at PIES.</p> <p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• <i>Grant applications deadline: April 14<sup>th</sup>, 2023.</i></li> <li>• <i>Grant awards will be announced Summer, 2023.</i></li> </ul>
<b>Proposed Council Action</b>	For information and discussion only.
<p><b>Fiscal Impact</b> Total Cost: <u>TBD</u> Approved in current year budget?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Funding Source    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring Specify funding source: REET2 or Arterial Street Levy for grant matching funds</p> <p>Expense Occurrence    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	

*Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.*

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

*Potential projects for transportation grant opportunities are dispersed throughout the City and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors. Equity considerations are included in scoring process for this program.*

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

*Projects within the 6-year Streets program are evaluated for consistency with the City's Comprehensive Plan when they are initially added to the program.*

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

*Potential projects submitted for application comply with goals and policies of Chapter 4 – Transportation of the City's Comprehensive Plan.*

3.8

5 min

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### 3.8 - DOH Grant Award; Fluoridation Study

*Miller, Katherine E*

Council Sponsor: CM Kinnear

The City was selected to receive a \$360,000 grant from the Department of Health to help pay for the City's Fluoridation Study that is currently underway. The DOH funds will reduce the amount of Acora grant funds needed that were previously approved to pay for the study.

| For Decision

#### **Attachments**

[PIES Briefing Paper Fluoridation Study DOH Grant Funds 02-27-23.docx](#)

[GVL27832-0 City of Spokane - Fluoridation Study Grant encrypted .pdf](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Integrated Capital Management (ICM)
<b>Contact Name</b>	Katherine Miller
<b>Contact Email &amp; Phone</b>	<a href="mailto:kemiller@spokanecity.org">kemiller@spokanecity.org</a> ext: 6338
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 min
<b>Agenda Item Name</b>	Additional Grant funding re: Fluoridation Study
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Legislature provided funding in Engrossed Substitute Senate Bill 5693 (2022) section 62 for Office of Drinking Water (ODW) to establish a program assisting water systems in planning future community water fluoridation. ODW made the funding available to non-fluoridated water systems with over 5,000 connections who responded to a request for a letter of interest.</p> <p>The City of Spokane submitted a letter of interest on August 10<sup>th</sup> 2022 to the Department of Health (DOH) and requested \$360,000 to help pay for costs associated with our fluoridation study. The City received notice on August 25<sup>th</sup>, 2022 that our letter of interest was selected to receive the requested funds pending a scope review and grant award agreement between the City and DOH.</p> <p>The City responded to DOH’s scoping questions through the Fall of 2022 and received the grant agreement from DOH on January 30, 2023. The attached document will need to be signed electronically after Council has approved that this agreement can move forward for signature.</p> <p>The City will use the grant funds to offset the remaining costs of the study which will reduce the amount of Acora funds needed that were previously approved to pay for the Study. The agreement is attached.</p>
<b>Proposed Council Action</b>	Approval of grant agreement
<b>Fiscal Impact</b>	<p>Total Cost: <small>Click or tap here to enter text.</small></p> <p>Approved in current year budget?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Funding Source            <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Specify funding source: <b>Grant Funds</b></p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Other budget impacts: <b>(revenue generating, match requirements, etc.)</b> This is a one time grant award of \$360,000. Funds will be used to pay for remaining eligible costs associated with the Fluoridation Study.</p>
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible.

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

N/A – Under this study the analysis will assess which type of fluoridation process would be recommended if implemented, what the impacts would be to existing facilities and what the life cycle costs would be.

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

The Study implemented a Multi-Objective Data Analysis (MODA) process to ensure each method of fluoridation inject was assessed and scored based on the same criteria to ensure the right solution is identified and the costs to implement are fully recognized. This study will be provided to Council and the Mayor to help in their process to determine what the next steps will be.

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

The DOH grant funds will be used consistent with the amended August 2021 agreement with Acora and follow any DOH requirements to utilize the grant funds.



## GRANT AWARD & AGREEMENT

**DOH GRANT/AGREEMENT NUMBER:**  
**GVL27832-0**

This Agreement is by and between the State of Washington Department of Health (DOH) and the party identified below, hereafter referred to as the "Grantee" and is issued pursuant to the RCW 43.70.040 - Secretary's powers—Rule-making authority—Report to the legislature.

**PROJECT TITLE:**  
**Fluoridation Study Grant (ESSB5693)**  
**SUBRECIPIENT**  
 YES  NO

**IT IS THE PURPOSE OF THIS GRANT –** The Legislature provided funding in Engrossed Substitute Senate Bill 5693 (2022) section 62 for ODW to establish a program assisting water systems in planning future community water fluoridation. ODW made the funding available to non-fluoridated water systems with over 5,000 connections who responded to a request for a letter of interest. The City of Spokane submitted a letter of interest and requested \$360,000 to complete their fluoridation study.

<b>GRANTEE NAME</b> <b>City of Spokane</b>		<b>GRANTEE DBA</b> <b>N/A</b>	
<b>GRANTEE ADDRESS</b> <b>808 West Spokane Falls Blvd. Spokane, WA 99201</b>		<b>STATEWIDE VENDOR NUMBER</b> <b>0003387-00</b>	<b>FEDERAL TAX ID NO.</b> <b>91-6001280</b> <b>UBI NUMBER</b> <b>328-013-877</b>
<b>GRANTEE CONTACT</b> <b>Katherine Miller, Director</b>	<b>CONTACT TELEPHONE</b> <b>(509-625-6338</b>	<b>GRANTEE FAX</b> <b>N/A</b>	<b>GRANTEE E-MAIL ADDRESS</b> <b>kemiller@spokanecity.org</b>
<b>DOH DIVISION</b> <b>EPH</b>	<b>DOH OFFICE</b> <b>ODW</b>	<b>DOH PROGRAM</b> <b>ODW</b>	
<b>DOH CONTACT NAME AND TITLE</b> <b>Dennis Hewitt</b>		<b>DOH CONTACT ADDRESS</b> <b>PO Box 47822, Olympia, WA 98504-7822</b>	
<b>DOH CONTACT TELEPHONE</b> <b>(360) 236-3017</b>	<b>DOH CONTACT FAX</b> <b>N/A</b>	<b>DOH CONTACT E-MAIL ADDRESS</b> <b>Dennis.Hewitt@doh.wa.gov</b>	
<b>Source of Funds</b> <b>(FED) \$0.00    (ST) \$360,000.00    (Other) \$0.00    Total \$360,000.00</b>		<b>CFDA NUMBERS (if applicable)</b>	
<b>AGREEMENT START DATE</b> <b>Date of Execution</b>	<b>AGREEMENT END DATE</b> <b>June 30, 2023</b>	<b>MAXIMUM AGREEMENT AMOUNT</b> <b>\$360,000.00</b>	
<b>EXHIBITS.</b> The following Exhibits are attached and incorporated into this Agreement by reference: <input checked="" type="checkbox"/> Exhibit A, Statement of Work <input type="checkbox"/> No Exhibit(s).			
The terms and conditions of this Agreement, including all attachments and subsequent amendments constitutes the entire and exclusive understanding between the parties. No other understandings, writings, and communications, oral or otherwise regarding the subject matter of this Agreement shall exist to bind the parties. The parties signing below represent they have read and understand this Agreement and have the authority to execute this Agreement. This Agreement shall be binding on DOH only upon signature by DOH.			
<b>GRANTEE SIGNATURE</b>		<b>DATE</b>	
<b>DOH SIGNATURE and DATE</b>		<b>DATE</b>	

**GRANT REQUIREMENTS & STATEMENT OF WORK:** The Grantee shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, Statement of Work, attached hereto and incorporated herein.

**PAYMENT PROVISIONS:** Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$360,000.00** in accordance with Exhibit A, attached hereto and incorporated herein. Compensation includes but is not limited to all taxes, fees, surcharges, etc. Payment will not exceed this amount without a prior written amendment. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget. Any work done outside of the period of performance shall be provided at no cost to DOH.

**BILLING PROCEDURE:** Payment to the Grantee for approved and completed work will be made by warrant or account transfer by DOH within 30 days of receipt of the invoice. Upon expiration of the agreement, any claim for payment not already made shall be submitted within 60 days after the expiration date or the end of the fiscal year, whichever is earlier.

**GRANTEE RESPONSIBILITIES:**

- A. The Grantee has full responsibility for the conduct of the project or activity supported under this award and for adherence to the award conditions. Although the Grantee is encouraged to seek the advice and opinion of DOH on special problems that may arise, such advice does not diminish the Grantee's responsibility for making sound scientific and administrative judgments and should not imply that the responsibility for operating decisions has shifted to DOH. The Grantee is responsible for notifying DOH about any significant problems relating to the administrative or financial aspects of the award.
- B. The requirements of this award are contained in the Grant Application, the General Terms and Conditions and statement of work unless otherwise specified in the award instrument. Certain applicable Federal standards are incorporated by reference.
- C. By acceptance of this award, the Grantee agrees to comply with the applicable Federal requirements and to the prudent management of all expenditures and actions affecting the award. Documentation for each expenditure or action affecting this award must reflect appropriate organizational reviews or approvals which should be made in advance of the action. Organizational reviews are intended to help assure that expenditures are allowable, necessary and reasonable for the conduct of the project, and that the proposed action:
  - 1. Is consistent with the award terms and conditions;
  - 2. Represents effective utilization of resources; and
  - 3. Does not constitute a significant project change

**EXHIBIT A, DOH GRANT GVL27832-0**

**STATEMENT OF WORK**

**CITY OF SPOKANE**

*Period of Performance: Date of Execution through June 30, 2023*

**ATTACHMENT I:**  
**PROJECT SCOPE OF WORK**

**2022 Fluoridation Study Grant**

**Project Title:** City of Spokane Fluoridation grant

**PURPOSE:**

The Legislature provided funding in Engrossed Substitute Senate Bill 5693 (2022) section 62 for ODW to establish a program assisting water systems in planning future community water fluoridation. ODW made the funding available to non-fluoridated water systems with over 5,000 connections who responded to a request for a letter of interest. The City of Spokane submitted a letter of interest and requested \$360,000 to complete their fluoridation study.

**Background/General Information:**

The City has embarked on a comprehensive engineering analysis to understand the full cost of constructing and operating a fluoridation system for the City of Spokane’s water system. The study will provide an analysis of options and a 30% design of a preferred system with life-cycle cost estimates. At that point, the City’s elected leaders will determine whether to move forward with a fluoridation system.

**Funding for this project will not be used for any construction or ground disturbing activities.**

The project’s scope of work is comprised of the following activities:

<b>TASK/ACTIVITY:</b>	<b>DELIVERABLES:</b>	<b>ESTIMATED COST:</b>
<b>Task 1:</b> Project Management & Coordination Provide overall leadership and team strategic guidance aligned with the City objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.	Copies of Agenda and Minutes. Monthly invoices and status covering: Work on the project performed during the previous month.  Meetings attended; Problems encountered, and actions taken for their resolution; potential impacts to submittal dates, budget shortfalls or optional services.  Budget Analysis. Issues requiring project team action. Agenda and Minutes from reported meetings with the City Administration and Council in PDF format.	Not to exceed 10% (36,000)
<b>Task 2:</b> Environmental & Permitting Review Identify the permits and other regulatory approvals required implement drinking water fluoridation in Spokane, outline the process and timeline for approvals, and evaluate the risk of potential permitting fatal flaws.	Final technical memo summarizing permitting requirements and potential risks for up to three fluoridation alternatives.	Approximately \$52,000

<p>Additionally, assess any historic or archaeological cultural resources which may be adversely affected by the project. This task also includes the development of SEPA documentation that would be required for implementation of the City's drinking water fluoridation program if it were approved.</p> <p>This will be the final step of the project, based on the proposed preliminary design concepts in Task 7.</p>	<p>An electronic draft copy of the cultural resources report related documents in PDF will be provided the City.</p> <p>Final SEPA checklist (PDF &amp; Word format). Meeting notes and summaries.</p>	
<p><b>Task 3: Fluoride Regulatory &amp; Planning Review</b> To identify/review code and industry recommendations for fluoride feed and monitoring systems and identify conflicts with existing City planning documents and agreements.</p>	<p>Regulatory and Planning Technical Memo</p>	<p>Approximately \$20,000</p>
<p><b>Task 4: Fluoridation System Alternatives</b> The consultant team will provide a comprehensive review of the applicable fluoridation systems alternatives through a review of fluoride design standards.</p> <p>The review will include evaluation of dosing, mixing, and monitoring design requirements, and mitigation needed to protect against any impacts of fluoridation on existing water system infrastructure.</p> <p>This task will include site visits of operational facilities so the City can observe current industry operations and talk to operators of existing systems.</p>	<p>Fluoridation System Alternatives technical memo evaluating each of the three potential fluoridation chemicals.</p>	<p>Approximately \$24,000</p>
<p><b>Task 5: Alternatives Evaluation</b> Conduct and document rigorous, objective, and transparent process to analyze identified available alternatives for fluoridation implementation and support the City in making a decision regarding the preferred alternative.</p>	<p>Business Case Evaluation summarizing the alternatives and containing the results of the analysis.</p>	<p>Approximately \$46,000</p>
<p><b>Task 6: Preliminary Design</b> Once the preferred alternative has been selected, develop a preliminary (30 percent) design of the eight (8) locations where fluoridation and infrastructure would be installed.</p>	<p>Preliminary plans) in PDF format. Preliminary design OPCC for each facility. Life cycle cost estimate that incorporates capital costs, O&amp;M costs, and renewal and replacement costs for the fluoridation treatment systems for a 20- and 50-year evaluation period.</p> <p>Preliminary Design Report- draft and final.</p>	<p>Approximately \$157,000</p>

<p><b>Task 7: Outreach &amp; Information</b>  The outreach and information activities to deliver on the following goals: Build community awareness and understanding of the Study; Develop public outreach communications tools and engage the public; Proactively manage media opportunities; Ensure elected officials get the information they need at each stage of the project to stay updated and answer questions from the public.</p>	<p>Final Public Outreach and Information Plan.</p> <p>Customer Communications Materials, Fact Sheet, FAQ's, talking points, copies of news releases.</p> <p>Graphics for use on social media platforms, and ongoing updates.</p>	<p>Approximately \$25,000</p>
<p><b>PAYMENT:</b></p>	<p>DOH will provide reimbursement to the City of Spokane (City) based on approval of quarterly reports and required deliverables. The City will provide an hourly accounting of time spent for each task in support of invoice.</p> <p>The contractor (City) is responsible for tracking all project expenditures as related to this contract, and for maintaining these records.</p> <p>DOH will withhold 10 percent of the total funding amount (\$36,000) until the project is successfully completed and all deliverables are received and approved by DOH.</p>	
<p><b>Total Consideration for this contract not to exceed:</b></p>		<p><b>\$360,000</b></p>

The project will be considered complete when all the activities identified in the above scope of work are complete.

Project Performance Measures:

- Deliverables from all tasks.
- Meeting minutes for any public outreach event

**Project End Date:** 6/30/2023 All deliverables need to be submitted by 6/30/2023 for review. Work performed after 6/30/2023 is not eligible for reimbursement.

**EXHIBIT B, DOH GRANT GVL27832-0  
GENERAL TERMS & CONDITIONS**

**AGREEMENT ALTERATIONS AND AMENDMENTS:** This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. Only the Contracting Officer or his/her delegate shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this agreement on behalf of DOH. No alteration, modification, or waiver of any clause or condition of this agreement is effective or binding unless made in writing and signed by authorized parties.

**AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35:** The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

**ASSIGNMENT:** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**CHANGE IN STATUS:** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Grantee, Grantee agrees to notify DOH of the change. Grantee shall provide notice as soon as practicable, but no later than thirty days after such a change takes effect.

**CONFIDENTIALITY/SAFEGUARDING OF INFORMATION:** The use or disclosure by any party, either verbally or in writing, of any Confidential Information shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as other applicable federal and State laws and administrative rules governing confidentiality. Specifically, the Grantee agrees to limit access to Confidential Information to the minimum amount of information necessary, to the fewest number of people, for the least amount of time required to do the work. The obligations set forth in this clause shall survive completion, cancellation, expiration, or termination of this Agreement.

A. Notification of Confidentiality Breach

Upon a breach or suspected breach of confidentiality, the Grantee shall immediately notify the DOH Chief Information Security Officer ([security@doh.wa.gov](mailto:security@doh.wa.gov)). For the purposes of this Agreement, “immediately” shall mean within one business day.

The Grantee will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Grantee agrees to indemnify and hold harmless Agency for any damages related to unauthorized use or disclosure by the Grantee, its officers, directors, employees, Subgrantees or agents.

Any breach of this clause may result in termination of the agreement and the demand for return of all confidential information.

**EXHIBIT B, DOH GRANT GVL27832-0  
GENERAL TERMS & CONDITIONS**

**B. Subsequent Disclosure**

The Grantee will not release, divulge, publish, transfer, sell, disclose, or otherwise make the Confidential Information known to any other entity or person without the express prior written consent of the Secretary of Health, or as required by law.

If responding to public record disclosure requests under RCW 42.56, the Grantee agrees to notify and discuss with the DOH Chief Information Security Officer requests for all information that are part of this Agreement, prior to disclosing the information. The Grantee further agrees to provide DOH a minimum of two calendar weeks to initiate legal action to secure a protective order under RCW 42.56.540.

**DEBARMENT:** The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Federal department or agency from participating in transactions. The Contractor agrees to include the above requirement in all subcontracts into which it enters to complete this contract.

**DISPUTES:** The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this contract. Both parties will continue without delay to carry out their respective responsibilities under this contract while attempting to resolve the dispute under this section. When a genuine dispute arises between DOH and the Contractor regarding the terms of this agreement or the responsibilities imposed herein which cannot be resolved, either party may submit a request for non-binding mediation to the other party through the DOH Contracts Unit and the DOH Contracts Unit will notify the other party of the request for non-binding mediation. DOH Contracts will act as the initial coordination point and manage the non-binding mediation communication to and from the parties.

Each party agrees that the DOH will identify three mediators who are neutral to both parties. Each party agrees that Contractor will identify one of the three mediators to engage in this process. Each party agrees that it will be responsible for one-half (1/2) the cost of the mediator. Each party agrees that the non-binding mediation will occur at a time and place convenient to all parties, including the mediator and that preference is for the mediation to occur in Olympia or Tumwater, Washington. Each party agrees the mediation is non-binding.

A party's request for a non-binding mediation must:

- Be in writing,
- clearly state the disputed issues,
- state the relative positions of the parties, state the Contractor's name, address, and his/her contact number, the DOH Program Contract Manager.
- be mailed to ATTN: DOH Contracts and Procurement Director, P.O. Box 47905, Olympia, WA 98504-7905 within 30 day (30) calendar days after the party could have reasonably be expected to have knowledge of the issue which he/she now disputes, or
- be emailed to [DOHCON.MGMT@DOH.WA.GOV](mailto:DOHCON.MGMT@DOH.WA.GOV) with the subject line clearly displaying the contract number and the word "DISPUTE."

The non-binding mediation process constitutes the sole administrative remedy available under this contract. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. Both parties have a duty and responsibility to timely pursue and engage in non-binding mediation. However, the requesting party may pursue judicial or quasi-judicial action prior to the completion of non-binding mediation if

**EXHIBIT B, DOH GRANT GVL27832-0  
GENERAL TERMS & CONDITIONS**

the subject party unnecessarily delays or intentionally frustrates the mediation process.

**GOVERNANCE:** This agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal statutes and regulations
- B. State statutes and regulations
- C. Agreement amendments
- D. The Agreement (in this order)
  - 1. Special Terms and Conditions (Exhibit C if used)
  - 3. Primary document (document that includes the signature page)
  - 4. Standard/General Terms and Conditions (Exhibit B)
  - 5. Statement of Work (Exhibit A)

**HOLD HARMLESS:** The Grantee shall defend, protect and hold harmless the State of Washington, DOH, or any employees thereof, from and against all claims, suits or action arising from any intentional or negligent act or omission of the Grantee or subgrantee, or agents of either, while performing under the terms of this agreement. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice.

**INDEPENDENT CAPACITY:** The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**INDUSTRIAL INSURANCE COVERAGE:** The Grantee shall comply with the provisions of Title 51 RCW, Industrial Insurance. Prior to performing work under this agreement, the Grantee shall provide or purchase industrial insurance coverage for the Grantee's employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51RCW during the course of this agreement. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, DOH may collect from the Grantee the full amount payable to the Industrial Insurance accident fund. DOH may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by DOH under this agreement, and transmit the deducted amount to the Department of Labor and Industries, Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

**NONDISCRIMINATION:** During the performance of this agreement, the Grantee shall comply with all Federal and State nondiscrimination laws, regulations and policies.

**EXHIBIT B, DOH GRANT GVL27832-0  
GENERAL TERMS & CONDITIONS**

**NONDISCRIMINATION LAWS NONCOMPLIANCE:** In the event of the Grantee's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further grants with DOH. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**RECORDS MAINTENANCE:** The parties to this agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**RIGHT OF INSPECTION:** The Grantee shall provide right of access to its facilities to DOH, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement. The Grantee shall make available information necessary for DOH to comply with the client's right to access, amend, and receive an accounting of disclosures of their confidential information according State and Federal law. The Grantee's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of confidential information obtained or used as a result of this agreement shall be made available to DOH and the U.S. Secretary of the Department of Health & Human Services, upon request.

**SAVINGS:** In the event funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this agreement and prior to normal completion, DOH may terminate the Grant under the "Termination" clause, subject to renegotiation under those new funding limitations and conditions.

**SECURITY OF INFORMATION** – Unless otherwise specifically authorized by the DOH Chief Information Security Officer, Contractor receiving confidential information under this contract assures that:

- Encryption is selected and applied using industry standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program against all information stored locally and off-site. Information must be encrypted both in-transit and at rest and applied in such a way that it renders data unusable to anyone but authorized personnel, and the confidential process, encryption key or other means to decipher the information is protected from unauthorized access.
- It is compliant with the applicable provisions of the Washington State Office of the Chief Information Officer (OCIO) policy 141, Securing Information Technology Assets, available at: <https://ocio.wa.gov/policy/securing-information-technology-assets>.
- It will provide DOH copies of its IT security policies, practices and procedures upon the request of the DOH Chief Information Security Officer.

**EXHIBIT B, DOH GRANT GVL27832-0**  
**GENERAL TERMS & CONDITIONS**

- DOH may at any time conduct an audit of the Contractor's security practices and/or infrastructure to assure compliance with the security requirements of this contract.
- It has implemented physical, electronic and administrative safeguards that are consistent with OCIO security standard 141.10 and ISB IT guidelines to prevent unauthorized access, use, modification or disclosure of DOH Confidential Information in any form. This includes, but is not limited to, restricting access to specifically authorized individuals and services through the use of:
  - Documented access authorization and change control procedures;
  - Card key systems that restrict, monitor and log access;
  - Locked racks for the storage of servers that contain Confidential Information or use AES encryption (key lengths of 256 bits or greater) to protect confidential data at rest, standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program (CMVP);
  - Documented patch management practices that assure all network systems are running critical security updates within 6 days of release when the exploit is in the wild, and within 30 days of release for all others;
  - Documented anti-virus strategies that assure all systems are running the most current anti-virus signatures within 1 day of release;
  - Complex passwords that are systematically enforced and password expiration not to exceed 120 days, dependent user authentication types as defined in OCIO security standards;
  - Strong multi-factor authentication mechanisms that assure the identity of individuals who access Confidential Information;
  - Account lock-out after 5 failed authentication attempts for a minimum of 15 minutes, or for Confidential Information, until administrator reset;
  - AES encryption (using key lengths 128 bits or greater) session for all data transmissions, standard algorithms validated by NIST CMVP;
  - Firewall rules and network address translation that isolate database servers from web servers and public networks;
  - Regular review of firewall rules and configurations to assure compliance with authorization and change control procedures;
  - Log management and intrusion detection/prevention systems;
  - A documented and tested incident response plan

Any breach of this clause may result in termination of the contract and the demand for return of all personal information.

**SEVERABILITY:** If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this agreement are declared to be severable.

**SUBGRANTING:** Neither the Grantee, nor any subgrantee, shall enter into subgrants for any of the work contemplated under this agreement without prior written approval of DOH. In no event shall the existence of the subgrant operate to release or reduce the liability of the Grantee to DOH for any breach in the performance of the Grantee's duties. This clause does not include contracts of employment between the Grantee and personnel assigned to work under this agreement.

**EXHIBIT B, DOH GRANT GVL27832-0  
GENERAL TERMS & CONDITIONS**

Additionally, the Grantee is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants.

**SURVIVABILITY:** The terms and conditions contained in this agreement, will survive the completion, cancellation, termination, or expiration of the agreement.

**SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE:** In the event funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this agreement and prior to normal completion, DOH may give notice to Grantee to suspend performance as an alternative to termination. DOH may elect to give written notice to the Grantee to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this agreement. Notice may include notice by facsimile or email to the Grantee's representative. The Grantee shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When DOH determines that the funding insufficiency is resolved, DOH may give the Grantee written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Grantee will give written notice to DOH as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Grantee gives notice to DOH that it cannot resume performance, the parties agree that the agreement will be terminated retroactive to the original date of termination. If the date Grantee gives notice it can resume performance is not acceptable to DOH, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to DOH, the parties agree that the agreement will be terminated retroactive to the original date of termination.

**TAXES:** All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

**TERMINATION:** Either party may terminate this agreement upon 30 days prior written notification to the other party. If this agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

**TERMINATION FOR CAUSE:** If for any cause, either party does not fulfill in a timely and proper manner its obligations under this agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this agreement may be terminated immediately by written notice of the aggrieved party to the other.

**WAIVER:** A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original agreement.

## 4 - Consent Items

## 4.1

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### 4.1 - 5100 - Fleet Purchase of Trail King Trailer

*Prince, Thea,  
Giddings, Richard,  
Russell, Adam T.*

Council Sponsor - CM Kinnear & CM Bingle

Fleet Services would like to purchase a Trail King 25" x 8'6" Deck Air Ride Trailer for the Water Department. This is being purchased off Sourcewell Contract 092922-TKI. This trailer will replace an older equipment trailer that has reached the end of its economic life.

| For Information

#### **Attachments**

[Pape - Purchase of Trail King Air Deck Trailer.docx](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Fleet Services
<b>Contact Name</b>	Rick Giddings
<b>Contact Email &amp; Phone</b>	<a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a> 625-7706
<b>Council Sponsor(s)</b>	CM Kinnear & CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	5100 – Purchase of Trail King 25"x8'6" Deck Air Ride Trailer
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to purchase a Trail King 25" x 8'6" Deck Air Ride Trailer for the Water Department. This is being purchased off Sourcewell Contract 092922-TKI. This trailer will replace an older equipment trailer that has reached the end of its economic life.
<b>Proposed Council Action</b>	Approve Purchase
<b>Fiscal Impact</b> Total Cost: <u>134,755,75</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <a href="#">Click or tap here to enter text.</a>  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? No impact identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Fleet collects data through our FIMS to compare operational costs for future lifecycle cost calculations.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This trailer aligns with the City's Centralized Fleet Policy and the Capital Improvement Plan. The trailer is necessary for the Water Department to fulfill its mission.	



## 4.2

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### 4.2 - Open Forum SMC Update Ordinance

*Allers, Hannahlee*

Council Sponsor: CP Beggs & CM Kinnear

This ordinance updates SMC to reference Council Rules for details regarding open forum so that this section of code doesn't need to be updated whenever open forum rules change.

| For Information

#### **Attachments**

[Briefing Paper Open Forum SMC.docx](#)

[Open Forum SMC Update v2 Committee.docx](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Hannahlee Allers
<b>Contact Email &amp; Phone</b>	<a href="mailto:hallers@spokanecity.org">hallers@spokanecity.org</a> x6714
<b>Council Sponsor(s)</b>	CP Beggs; CM Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Open Forum SMC Update
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	The SMC section related to Open Forum is outdated. This change removes specifics related to Open Forum (including a 30-minute time limit and only allowing testimony monthly) and instead refers to Council’s Rules of Procedure for open forum-specific procedures.
<b>Proposed Council Action</b>	Will file for consideration after committee
<b>Fiscal Impact</b>	
Total Cost: <u>N/A</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: <a href="#">Click or tap here to enter text.</a>	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? Not applicable – this code does not change the rules of open forum, but instead references Council’s Rules of Procedure for specifics.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Same as above.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? This code change should keep future SMC changes from being necessary, but Council uses their experience on the dais, as well as input they hear from participants, to craft the rules for open forum as part of their annual Rules of Procedure updates.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

**ORDINANCE NO. C-\_\_\_\_\_**

An ordinance related to open forum at Spokane City Council meetings; amending section 02.01.040 of the Spokane Municipal Code.

**WHEREAS**, City Council holds an open forum during their Legislative Sessions as an opportunity for the members of the public to speak to Council regarding City-related issues that are not on Council’s meeting agenda; and

**WHEREAS**, the City Council typically changes its Rules of Procedure, which lay out the rules for open forum, on an annual basis, and the rules regarding open forum testimony have changed.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That section 02.01.040 of the Spokane Municipal Code is amended to read as follows:

**Section 02.01.040 Open Forum Session**

In the course of each regular City Council Legislative Session (~~((meeting, unless it is ten p.m. or later))~~), there may be an allotment of meeting time for the City Council to hold an open forum (~~((that shall not exceed thirty minutes, at which time items of interest to the citizens of the City that were not placed upon the current or advance agenda may be discussed in front of and with City Council members by interested citizens who have indicated their desire to address the City Council by such procedure as the City Council may prescribe))~~). The open forum (~~((session))~~) is a limited public forum and all matters discussed shall relate to the affairs of the City. (~~((No person shall be permitted to speak at open forum more often than once per month))~~) The rules regarding open forum participation can be found in the City Council’s Rules of Procedure, as adopted pursuant to [SMC 02.01.050](#).

**PASSED** by the City Council on \_\_\_\_\_.

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

Attest:

Approved as to form:

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

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

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Mayor

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Date

---

Effective Date

DRAFT

## 4.3

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### 4.3 - Fleet - Purchase of Six Side Loader Refuse Trucks

*Prince, Thea,  
Giddings, Richard,  
Russell, Adam T.*

Council Sponsor: CM Bingle, CM Stratton, CM Wilkerson  
Fleet Services would like to purchase six (6) Peterbilt 520 Labrie Automizer Alley Hand Automated Side Loader Refuse Trucks for the Solid Waste Collection Department. These will be purchased from Dobbs Peterbilt, Liberty Lake, WA accessing Sourcewell Contract #060920-PMC and #112014-LEG.

| For Information

#### **Attachments**

[Dobbs Peterbilt - Purchase of six Automated Side Loaders.docx](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Fleet Services
<b>Contact Name</b>	Rick Giddings
<b>Contact Email &amp; Phone</b>	<a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a> 625-7706
<b>Council Sponsor(s)</b>	CM Bingle, CM Stratton, CM Wilkerson
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	5100 – Purchase of six (6) Automated side loader refuse trucks
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to purchase six (6) Peterbilt 520 Labrie Automizer Alley Hand Automated Side Loader Refuse Trucks for the Solid Waste Collection Department. These will be purchased from Dobbs Peterbilt, Liberty Lake, WA accessing Sourcewell Contract #060920-PMC and #112014-LEG.
<b>Proposed Council Action</b>	Approve Purchase
<b>Fiscal Impact</b>	
Total Cost: <u>\$3,346.674.47</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <a href="#">Click or tap here to enter text.</a>	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? Refuse collection provides equal benefit to all residents without regard to social or economic factors.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? This data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Fleet Services collects data relating to maintenance, repair, and fuel cost for comparison with similar equipment to aid in future purchasing decisions.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Centralized Fleet Policy and Capital Improvement Program.	



## 4.4

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### 4.4 - Water - Wellfield Feasibility Study

**Searl, Loren**

Council Sponsor: CM Kinnear & CM Bingle  
Wellfield Feasibility Study

| For Information

#### **Attachments**

[Wellfield Feasibility Study - PIES Briefing Paper \(2-27-23\).docx](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Water
<b>Contact Name</b>	Loren Searl
<b>Contact Email &amp; Phone</b>	<a href="mailto:lsearl@spokanecity.org">mailto:lsearl@spokanecity.org</a> , 625-7800
<b>Council Sponsor(s)</b>	Lori Kinneer & CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Wellfield Feasibility Study
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Water Dept &amp; Integrated Capital Management Departments are undertaking a study to determine the feasibility of a new well station near the existing Well Electric well station at Upriver dam as shown on the attached exhibit.</p> <p>Currently, the Water Dept must suspend pumping at its existing Well Electric when the river flow is 15,000 cfs or greater because it creates ground water influence in the wells.</p> <p>A previous study recommended constructing deeper wells in the vicinity of Upriver dam that would be less susceptible to groundwater influence during high river flows.</p> <p>This project consists of the construction and development of two deep monitoring wells, one shallow monitoring well, and one test production well as part of the larger Well Electric well field study currently being conducted by a consultant.</p> <p>The wells will be drilled where shown on the attached exhibit. These test wells will ultimately determine the feasibility of constructing a new well station at one of these selected locations (existing site or just north across the Spokane River).</p>
<b>Proposed Council Action</b>	Background information for future request for council approval of consultant contract.
<b>Fiscal Impact</b> Total Cost: <a href="#">Click or tap here to enter text.</a> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <a href="#">Click or tap here to enter text.</a>  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?  Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to	

respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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

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

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

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

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

The project which will use this contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.



## 4.5

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### 4.5 - Value Blanket Consent to Kemira

***Cannon, Mike,  
Arrington, Kyle,  
Gennett, Raylene***

Council Sponsor: CM Kinnear and CM Bingle  
Consent for Value Blanket to Kemira

| For Discussion

#### **Attachments**

[Briefing Paper Template\\_2023Kemira.docx](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	RPWRF
<b>Contact Name</b>	Mike Cannon
<b>Contact Email &amp; Phone</b>	<a href="mailto:mcannon@spokanecity.org">mcannon@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Consent to award value blanket contract to supply liquid Aluminum Sulfate to Kemira Water Solutions
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>ITB 5775-22 was issued to enable us to procure this necessary product on a keep fill basis.</p> <p>Aluminum Sulfate is used to remove Phosphorus from water from the Riverside Park Water Reclamation Facility that is discharged to the Spokane River. In order to remove Phosphorus from water discharged from RPWRF, it is necessary to add liquid Aluminum Sulfate. RPWRF is required, by its discharge permit, to chemically remove Phosphorus from its effluent flow. We are anticipating usage of approximately 6,200 dry tons.</p> <p>The contract shall be with Kemira Water Solutions for a five (5) year period beginning approximately April 1, 2023 and terminating on March 31, 2028.</p>
<b>Proposed Council Action</b>	Council consent agenda, March 13 <sup>th</sup> , 2023
<b>Fiscal Impact</b> Total Cost: <u>\$2,607,007.50</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Department  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?  There will be no disproportionate impacts to historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  N/A: The proposed expenditure is for critical utility infrastructure and our NPDES permit.	

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

N/A: The proposed expenditure is for critical wastewater treatment.

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

This aligns with our current Purchasing Policy guidelines. ITB 5775-22 was issued and Kemira Water Solutions was the lowest responsive, responsible bidder.

## 4.6

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### 4.6 - Value Blanket to Two Rivers Terminal, LLC

***Cannon, Mike,  
Arrington, Kyle,  
Gennett, Raylene***

Council Sponsor: CM Kinnear and CM Bingle  
Consent for Value Blanket to Two Rivers Terminal, LLC

| For Discussion

#### **Attachments**

[Briefing Paper Template 2023Two Rivers CN.docx](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	RPWRF
<b>Contact Name</b>	Mike Cannon
<b>Contact Email &amp; Phone</b>	<a href="mailto:mcannon@spokanecity.org">mcannon@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Consent to award value blanket contract to supply Calcium Nitrate Solution to Two Rivers Terminal, LLC.
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>ITB 5778-22 was issued to enable us to procure this necessary product on a keep fill basis.</p> <p>RPWRF has used nitrate oxygen odor control chemicals to control odors and corrosion at Northwest Terrace Lift Station (which is located adjacent to Riverside State Park) for many years, with excellent results.</p> <p>The contract shall be with Two Rivers Terminal, LLC for a five (5) year period beginning approximately April 1, 2023 and terminating on March 31, 2028.</p>
<b>Proposed Council Action</b>	Council consent agenda, March 13 <sup>th</sup> , 2023
<b>Fiscal Impact</b>	
Total Cost: <u>\$284,795.20</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Department	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
There will be no disproportionate impacts to historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
N/A: The proposed expenditure is for critical utility infrastructure and our NPDES permit. In order to control odor and corrosion, this solution is added.	

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

N/A: The proposed expenditure is for critical wastewater treatment.

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

This aligns with our current Purchasing Policy guidelines. ITB 5778-22 was issued and Two Rivers Terminal, LLC. was the lowest responsive, responsible bidder.

## 4.7

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### 4.7 - 5100 - Fleet Services two (2) year Value Blanket O

*Prince, Thea,  
Giddings, Richard*

Council Sponsor: CM Kinnear & CM Bingle

Fleet Services would like to enter into a Value Blanket Order for the purchase of miscellaneous tires on an “as needed” basis with Commercial Tire, Spokane WA for a two (2) year period, using Washington State Contract # 00519 for an annual amount of \$500,000.

| For Information

#### **Attachments**

[Commercial Tire 2 year VB.docx](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Fleet Services
<b>Contact Name</b>	Rick Giddings
<b>Contact Email &amp; Phone</b>	<a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a> 625-7706
<b>Council Sponsor(s)</b>	CM Kinnear & CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Fleet Services Value Blanket Order with Commercial Tire for miscellaneous tires
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to enter into a Value Blanket Order for the purchase of miscellaneous tires on an “as needed” basis with Commercial Tire, Spokane WA for a two (2) year period, using Washington State Contract # 00519 for an annual amount of \$500,000.
<b>Proposed Council Action</b>	Approve Value Blanket Order
<b>Fiscal Impact</b> Total Cost: <u>\$500,000.00 annually</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: <a href="#">Click or tap here to enter text.</a>  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Price and Service comparison between vendors.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Centralized Fleet Policy.	



## 4.8

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### 4.8 - 5100- Fleet Services Purchase of CCTV Van

*Prince, Thea, Russell,  
Adam T., Giddings,  
Richard*

Council Sponsor: CM Kinnear & CM Bingle

Fleet Services would like to purchase one (1) CCTV Van from CUES (Orlando, FL) for Wastewater Maintenance accessing the HGAC Contract. This equipment is used in the maintenance and preservation of the sewer and storm systems in the City which is regulated by the Department of Ecology. This will replace a unit that has reached the end of its economic life.

| For Information

#### **Attachments**

[CUES - Purchase of CCTV Van.docx](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Fleet Services
<b>Contact Name</b>	Rick Giddings
<b>Contact Email &amp; Phone</b>	<a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a> 625-7706
<b>Council Sponsor(s)</b>	CM Lori Kinnear & CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	5100 – Purchase of a CCTV Van
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to purchase one (1) CCTV Van from CUES (Orlando, FL) for Wastewater Maintenance accessing the HGAC Contract. This equipment is used in the maintenance and preservation of the sewer and storm systems in the City which is regulated by the Department of Ecology. This will replace a unit that has reached the end of its economic life.
<b>Proposed Council Action</b>	Approve Purchase
<b>Fiscal Impact</b>	
Total Cost: <u>\$476,871.73</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: <a href="#">Click or tap here to enter text.</a>	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? Sewer and storm systems benefit all communities equally.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Fleet Services collects data for lifecycle cost comparison with other similar units.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Capital Improvement Plan and Centralized Fleet Policy.	

## 4.9

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### 4.9 - 5100 - Fleet purchase of snow plows

*Prince, Thea,  
Giddings, Richard,  
Russell, Adam T.*

Council Sponsor: CM Kinnear & CM Bingle

Fleet Services would like to purchase three (3) Wausau Snow Plows for the Street Department. These are being purchased off Sourcewell Contract 030619-WAS.

| For Information

#### **Attachments**

[Wausau - Purchase of three snow plows.docx](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Fleet Services
<b>Contact Name</b>	Rick Giddings
<b>Contact Email &amp; Phone</b>	<a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a> 625-7706
<b>Council Sponsor(s)</b>	CM Kinnear & CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	5100 – Purchase of Wausau Snow Plows
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to purchase three (3) Wausau Snow Plows for the Street Department. These are being purchased off Sourcewell Contract 030619-WAS.
<b>Proposed Council Action</b>	Approve Purchase
<b>Fiscal Impact</b> Total Cost: <u>90,791.55</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <a href="#">Click or tap here to enter text.</a>  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? No impact identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Fleet collects data through our FIMS to compare operational costs for future lifecycle cost calculations.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Capital Improvement Plan and Centralized Fleet Policy	

## 4.10

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### 4.10 - Consulting Contract for Nevada Well Station Study

*Papich, Mark*

Council Sponsor: Lori Kinnear & CM Bingle

Description: The City of Spokane has requested RFQs from qualified consultants to complete a rehabilitation study for the Nevada Well Station. The purpose of this study is to determine the most cost-effective way to maximize the efficiency, redundancy, and resilience of the well site.

| For Information

#### **Attachments**

[PIES Committee Briefing Paper-Nevada Well Study Contract.docx](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment, and Sustainability

<b>Submitting Department</b>	Integrated Capital Management
<b>Contact Name &amp; Phone</b>	Mark Papich, 625-6310
<b>Contact Email</b>	mpapich@spokanecity.org
<b>Council Sponsor(s)</b>	Lori Kinnear & CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion             Time Requested: _____
<b>Agenda Item Name</b>	Consulting Contract for Nevada Well Station Study
<b>Summary (Background)</b>	<p>The City of Spokane has requested RFQs from qualified consultants to complete a rehabilitation study for the Nevada Well Station. The purpose of this study is to determine the most cost-effective way to maximize the efficiency, redundancy, and resilience of the well site.</p> <p>Items to evaluate include, but are not limited to, feasibility of rehabilitating the existing well casings, replacement of equipment, changing operational strategy, or constructing a new well.</p> <p>The scope of work for the study includes 9 total tasks, Tasks 1-3 are required tasks and Tasks 4-9 are optional tasks if needed, pending the outcomes of Tasks 1-3. The fee for Tasks 1-3 is \$126,000. The total fee for optional tasks is \$307,200. The total contract value with required and optional tasks is \$433,400.</p>
<b>Proposed Council Action &amp; Date:</b>	Approve the consulting contract for GSI, Inc. to perform the well study.
<b>Fiscal Impact:</b> = \$433,400 Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Utility Rates-IC, Yellowstone Pipeline Company  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: N/A	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

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

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

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

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

This project is identified in the 6-Year Capital Improvement Program as well as the annual budget.

## 4.11

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### 4.11 - Assigning CHIP Grant

***Sulya, Nathan***

Council Sponsor: CP Beggs & CM Bingle  
Assigning administration of CHIP grant award.

| For Information

#### **Attachments**

[LPT CHIP Briefing Paper.docx](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	ICM
<b>Contact Name</b>	Nate Sulya
<b>Contact Email &amp; Phone</b>	<a href="mailto:nsulya@spokanecity.org">nsulya@spokanecity.org</a> & 509-625-6988
<b>Council Sponsor(s)</b>	CP Beggs & CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	CHIP Grant Assignee
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>In February 2022, the City was awarded a Connecting Housing to Infrastructure Program (CHIP) grant. This grant is to fund utility infrastructure improvements for Liberty Park Terrace Phase 2 Apartments (owned by Proclaim Liberty) to provide affordable housing units.</p> <p>Liberty Park Terrace Phase 2 is currently developing and constructing 54 units. This CHIP grant will be used to pay for utility improvements needed to connect those units to the City's water and sewer systems.</p> <p>The City is pre-approved by the Dept. of Commerce to assign administration of the grant award to Proclaim Liberty.</p>
<b>Proposed Council Action</b>	The assignment agreement will be brought to city council for approval. Council action expected on 3/13/2023.
<b>Fiscal Impact</b>	
Total Cost: <u>\$0</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Dept. of Commerce CHIP Grant	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.) N/A - Grant award was \$680,460 and requires no match.	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
<i>Liberty Park Terrace Phase II will provide 54 new affordable housing units for qualifying low-mod-income renters in Spokane's Perry District, for a period of at least 25 years, as a condition of receiving the Grant.</i>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
<i>Proclaim Liberty will be required to report on basic income, racial, and ethnic data for all renters once the project is completed. These reporting requirements will be a condition of public funding of the project.</i>	

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

*City staff and other public funders of the project are required to review and monitor client eligibility (income and other funder requirements) annually.*

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

*Liberty Park Terrace Phase II builds new units of affordable housing for low-mod-income renters. This project aligns with multiple housing priorities, and the housing emergency declaration.*

## 4.12

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### 4.12 - SWD Vacuum Support Services

*Paine, David*

Council Sponsor: CM Kinnear and CM Bingle  
Contract award to Big Sky Industrial Services for vacuum support services at the Waste to Energy Facility.

| For Information

#### **Attachments**

[Briefing Paper-Big Sky.docx](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 509-625-6878
<b>Council Sponsor(s)</b>	CM Kinnear & CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract award for Vacuum Support Services at the WTE
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>During maintenance outages at the WTE Facility, sandblasting is done throughout the boiler to clean the surface of the tubes. Vacuum support services are needed for vacuuming the sandblast sand and cleanup of various levels after sandblasting is complete. Also required is the vacuuming of sump and water jet transfer lines in the ash house and vacuuming of the carbon room and overflow areas, as well as water wash of air-cooled condensers. All work must be done with no vacuum exhaust being released outside the building. All vacuum materials will be disposed on site at the Waste to Energy facility.</p> <p>Bidding closed on PW ITB 5809-23 for vacuum support services on February 1, 2023 and Big Sky Industrial Services (Colbert, WA) was the only respondent. The contract award will be for one year, beginning on April 1, 2023 and has the option of four (4) additional one-year renewals. The total cost is not to exceed \$175,000.00 plus tax for the year.</p>
<b>Proposed Council Action</b>	Approval of contract award
<b>Fiscal Impact</b> Total Cost: <u>\$175,000.00 plus tax</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 4490-Solid Waste Disposal Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.) N/A	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?  This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

The contractor is governed by WA L&I.

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

The COS Procurement Policies regulate and safeguard this process.

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

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

## 4.13

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### 4.13 - SWD replacement of refuse crane rope drums

*Paine, David*

Council Sponsor: CM Kinnear and CM Bingle

Contract award to WEMCO Inc. for the purchase and installation for two new crane rope drums for the refuse cranes at the Waste to Energy Facility.

| For Information

#### **Attachments**

[Briefing Paper-Wemco Drum purchase and install.docx](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 509-625-6878
<b>Council Sponsor(s)</b>	CM Kinnear & CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Purchase and installation of a new rope drum for the refuse cranes at the WTE.
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>In 2017, WEMCO Inc. (Spokane, WA) was awarded the design build for the refuse cranes currently in use at the WTE. These are specialty cranes and to the best of our research are the only cranes in the US built specifically for use in a WTE facility. Currently, the rope drums on the two refuse cranes are becoming worn and causing an extreme amount of crane downtime and maintenance. Most replacement parts for these cranes are not OEM specific and have been bid out. However, the rope drums were specifically designed for these cranes and would not be reasonable to put out to bid as other vendors would need to reverse engineer them in order to produce them.</p> <p>We are requesting approval of a contract award, using a brand name justification in lieu of public bidding, to Wemco, Inc., who is the OEM manufacturer of these cranes. The contract would be for the purchase and install of two new rope drums, overwrap bars and limits for the refuse cranes with a total cost of \$ 253,295.52 including tax.</p>
<b>Proposed Council Action</b>	Approval of contract award
<b>Fiscal Impact</b> Total Cost: <u>253,295.52 including tax</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 4490 Solid Waste Disposal Budget  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.) N/A	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?  This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

The contractor is governed by WA L&I.

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

The COS Procurement Policies regulate and safeguard this process.

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

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

## 4.14

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### 4.14 - SWD purchase of expeller shaft replacement parts

*Paine, David*

Council Sponsor: CM Kinnear and CM Bingle

Purchase of replacement expeller shaft parts from Kraftwerks Engineering, LLC for the Waste to Energy Facility.

| For Information

#### **Attachments**

[Briefing Paper-Kraftwerks Expeller Shaft Parts.docx](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 509-625-6878
<b>Council Sponsor(s)</b>	CM Kinnear & CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Purchase of expeller shaft replacement parts for the WTE Facility.
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy Facility utilizes two (2) Babcock and Wilcox refuse-fired boiler units for the combustion of municipal solid waste. The (PAX) Plunger Ash Expeller removes the bottom ash from the boiler after quenching it. The main shaft and bearing assemblies were replaced recently, however, in order to properly maintain them and be able to respond quickly in the event of a failure, replacement parts need to be on hand.</p> <p>On Jan. 20, 2023, bidding closed on RFQ 5819-23 for drive shaft assembly replacement parts for the ash extractor. Kraftwerks Engineering, LLC. (Medina, OH) was the only respondent. The purchase order resulting from this award would be for a variety of common parts and have a total cost, including shipping, of \$93,200.00 plus tax.</p>
<b>Proposed Council Action</b>	Council approval of purchase
<b>Fiscal Impact</b>	
Total Cost: <u>\$93,200.00 plus a use tax of \$8,388.00 for a total cost of \$101,588.00</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: 4490 Solid Waste Disposal Budget	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.) N/A	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
The contractor is governed by WA L&I.	

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

The COS Procurement Policies regulate and safeguard this process.

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

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

## 4.15

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### 4.15 - SWD contract renewal for scaffolding services

*Paine, David*

Council Sponsor: CM Kinnear and CM Bingle

Contract renewal with BrandSafway Services, LLC for scaffolding services at the Waste to Energy Facility.

| For Information

#### **Attachments**

[Briefing Paper-BrandSafway Renewal.docx](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 509-625-6878
<b>Council Sponsor(s)</b>	CM Kinnear & CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract renewal for scaffolding services at the WTE Facility.
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	During scheduled and emergency outages at the WTE, scaffolding must be placed in the boilers to allow safe access for repairs. On Jan. 10, 2022 bidding closed on PW ITB 5537-21 for these scaffolding services and BrandSafway Services, LLC., of Spokane Valley, was the only bidder. The initial contract award was be for one year, from Apr. 1, 2022 through March 31, 2023, with the option of four (4) additional one-year renewals. This will be the first of the allowed renewals from April 1, 2023 through March 31, 2024 with a cost not to exceed \$700,000.00 including tax.
<b>Proposed Council Action</b>	Approval of contract renewal
<b>Fiscal Impact</b>	
Total Cost: <u>\$700,000.00 including tax</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: 4490 Solid Waste Disposal Budget	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
The contractor is governed by WA L&I.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
The COS Procurement Policies regulate and safeguard this process.	

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

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

## 4.16

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### 4.16 - SWD Contract for Continuous Emissions Monitoring S

*Paine, David*

Council Sponsor: CM Kinnear and CM Bingle

Contract award to EcoChem Analytics, Inc. for scheduled and unscheduled Continuous Emissions Monitoring System service at the Waste to Energy Facility.

| For Information

#### **Attachments**

[Briefing Paper-EcoChem.docx](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 509-625-6878
<b>Council Sponsor(s)</b>	CM Kinnear & CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract award for Continuous Emissions Monitoring Services at the WTE
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The WTE is required to maintain Continuous Emissions Monitoring Systems (CEMS) to comply with environmental agency regulations.</p> <p>IPWQ 5801-23 was issued for scheduled and unscheduled service of the facility's CEMS equipment on Jan. 20, 2023 and EcoChem Analytics, Inc. (League City, TX) was the only respondent. The preventative maintenance contract award would be for four (4) years from April 1, 2023 through March 31, 2027 with a total cost not to exceed \$168,000.00 (\$42,000.00 annually).</p>
<b>Proposed Council Action</b>	Approval of contract award
<b>Fiscal Impact</b> Total Cost: <u>\$42,000.00 annually. Total cost of contract is \$168,000.00 over four years.</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 4490 Solid Waste Disposal Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.) N/A	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?  This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  The contractor is governed by WA L&I.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?  The COS Procurement Policies regulate and safeguard this process.	

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

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

## 4.17

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### 4.17 - SWD contract renewal for boilermaker services

*Paine, David*

Council Sponsor: CM Kinnear and CM Bingle

Contract renewal with Helfrich Brothers Boiler Works, Inc. for boilermaker services at the Waste to Energy Facility.

| For Information

#### **Attachments**

[Briefing Paper-Helfrich Bros.docx](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 509-625-6878
<b>Council Sponsor(s)</b>	CM Kinnear & CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract renewal for boilermaker services at the WTE
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Each year, two scheduled outages on each of the two boilers at the Waste to Energy facility are performed to repair or replace worn components and at times, emergency services are required when failures occur in between outages. In addition, every three to four years a complete replacement of the pendants in the Superheater section of the boilers is necessary. Without these repairs and maintenance, the boilers would be unable to continue uninterrupted operation. Due to the unique and extensive nature of this type of repair work, utilization of boilermakers with proven and substantiated historical experience is required.</p> <p>On March 2, 2020 two responses were received for PW ITB 5238-20 for these services; New England Mechanical Overlay of Pittsfield, NH and Helfrich Brothers Boiler Works, Inc., of Lawrence, MA. Helfrich Brothers Boiler Works, Inc. was the lowest cost bidder.</p> <p>The initial contract was for two years from April 1, 2020 through March 31, 2022 with the option to extend for three (3) additional one-year periods, and a cost not to exceed \$3,100,000.00 for the two-year term. This will be the second of the three renewals from April 1, 2023 through March 31, 2024 with an additional cost not to exceed \$1,851,000.00 including tax.</p>
<b>Proposed Council Action</b>	Approval of contract renewal
<b>Fiscal Impact</b> Total Cost: <u>\$1,851,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 4490 Solid Waste Disposal Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.) N/A	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?  This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	

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

The contractor is governed by WA L&I.

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

The COS Procurement Policies regulate and safeguard this process.

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

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

## 4.18

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### 4.18 - SWD Value Blanket Amendment for Electrical Crane P

*Paine, David*

Council Sponsor: CM Kinnear and CM Bingle

Amendment with cost to the value blanket with Wemco, Inc. for the purchase of spare electrical parts for the refuse cranes at the WTE.

| For Information

#### **Attachments**

[Briefing Paper-Wemco VB Amendment.docx](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 509-625-6878
<b>Council Sponsor(s)</b>	CM Kinnear & CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Value blanket amendment with cost for electrical replacement parts for the refuse cranes at the WTE
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>In 2019, the WTE replaced its two refuse cranes, which were 28 years old, with WEMCO designed cranes. To respond quickly to any repair and maintenance needs, spare electrical parts need to be purchased as-needed.</p> <p>On September 24, 2019 bidding closed to RFQ 5165-19 for the purchase of these spare replacement parts. WEMCO Inc. of Spokane, WA was the only response received. The current value blanket, which is on its third optional renewal, runs from 11/15/22 through 11/14/23 with a total cost not to exceed \$49,900.00.</p> <p>The current HDMI/monitor/computer that is in service on the WTE refuse cranes, which provides command and control of the operation of the cranes, is now obsolete. A viable replacement for the obsolete component has been identified, but they must be done in unison on each crane and in the crane pulpit to maintain proper communication and control of the crane. A total of six will need purchased.</p> <p>To cover the cost of all six monitors an additional \$60,000.00 plus tax will need added to the value blanket, for a total annual cost not to exceed \$109,990.00 plus tax.</p>
<b>Proposed Council Action</b>	Approval of value blanket amendment
<p><b>Fiscal Impact</b>            Total Cost: <u>\$109,990.00 plus tax. Current VB is \$49,900.00 and an additional \$60,00.00 is needed.</u>            Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Funding Source            <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring            Specify funding source: 4490-Solid Waste Disposal Budget</p> <p>Expense Occurrence    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.</p>	

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

The contractor is governed by WA L&I.

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

The COS Procurement Policies regulate and safeguard this process.

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

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

## 4.19

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### 4.19 - Cityworks by Azteca Systems Software Maintenance a

*Sloon, Michael*

Council Sponsor: CM Cathcart & CM Bingle  
Approval of Azteca Systems annual maintenance and support.

| For Information

#### **Attachments**

[Briefing Paper Template 2023\\_Azteca.docx](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability (PIES) Committee

<b>Submitting Department</b>	Innovation and Technology Services Division
<b>Contact Name &amp; Phone</b>	Michael Sloon, 625-6468
<b>Contact Email</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Cathcart & CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 2/27/2023
<b>Agenda Item Name</b>	Cityworks by Azteca Systems, LLC Annual Software Maintenance and Support
<b>Summary (Background)</b>	Cityworks is a powerful, flexible and affordable GIS-Centric Asset Maintenance Management System. Cityworks is currently utilized by the City's Water, Streets and Parks departments. The 2022 contract amount was \$124,000 plus sales tax. The 2023 contract amount is \$130,200 plus sales tax. The increase in price is due to annual CPI. Contract term 4/1/2023 through 3/31/2024.
<b>Proposed Council Action &amp; Date:</b>	Pass Council March 13, 2024
<b>Fiscal Impact:</b> Total Cost: \$130,200 plus applicable sales tax Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring – Annual  Specify funding source: 5300-733000-18850-54820  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring - Annual  Other budget impacts: NA	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – annual software maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service in our asset management system.	

## 4.20

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### 4.20 - Hyland Annual Software Maintenance and Support

*Sloon, Michael*

Council Sponsor: CM Cathcart & CM Bingle  
Hyland - Onbase annual maintenance and support.

| For Information

#### **Attachments**

[Briefing Paper Template\\_Hyland 2023.docx](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability (PIES) Committee

<b>Submitting Department</b>	Innovation and Technology Services Division
<b>Contact Name &amp; Phone</b>	Michael Sloon, 625-6468
<b>Contact Email</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Cathcart & CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 2/27/2023
<b>Agenda Item Name</b>	Hyland Software, Inc. Annual Software Maintenance and Support
<b>Summary (Background)</b>	Hyland Software supports the City’s OnBase document imaging system, which is utilized by various City Departments. Hyland Software was selected and implemented in 2009 for the City of Spokane’s Enterprise Document Imaging and Management System. Hyland Software is the only supplier of OnBase licensing. This contract includes software assurance for Hyland Software. The 2023 annual maintenance is \$71,161.74. The 2022 contracted amount was \$68,041.67.
<b>Proposed Council Action &amp; Date:</b>	Pass Council March 13,2023
<b>Fiscal Impact:</b> Total Cost: \$71,161.74 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring - Annual  Specify funding source: 5300-73300-18850-54820  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring - Annual  Other budget impacts:	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – annual software maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service in our document imaging and management system.	

## 4.21

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### 4.21 - DLT Solutions - Autodesk

*Sloon, Michael*

Council Sponsor: CM Cathcart & CM Bingle

Approval of DLT Solutions - Autodesk annual licensing and support.

| For Information

#### **Attachments**

[PIES - DLT - Briefing Paper.docx](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability (PIES) Committee

<b>Submitting Department</b>	Innovation and Technology Services Division
<b>Contact Name &amp; Phone</b>	Michael Sloon, 625-6468
<b>Contact Email</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Cathcart & CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 2/27/2023
<b>Agenda Item Name</b>	5300 DLT SOLUTIONS - AUTODESK
<b>Summary (Background)</b>	Contract purchase with DLT Solutions for AutoDesk software products and services including AutoCad, InfoWater Pro, Civil 3D and Priority Support – Telephone support. Contract term to begin 03/12/2023 through 3/25/2024 for a total cost of \$72,010.00 plus sales tax. Company provided government discount pricing via GSA Contract# GS-35F-267DA.
<b>Proposed Council Action &amp; Date:</b>	Pass Council March 13, 2023.
<p><b>Fiscal Impact:</b> \$72,010.00 plus sales tax                  Total Cost: \$72,010.00 plus sales tax                  Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Funding Source    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Specify funding source:</p> <p>Expense Occurrence    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Other budget impacts:</p>	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?	
Not Applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not Applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not Applicable – annual software maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
Not Applicable – annual software maintenance	

## 4.22

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### 4.22 - Compunet - Cisco Smartnet Renewal

*Sloon, Michael*

Council Sponsor: CM Cathcart & CM Bingle  
Approval of Cisco Smartnet support through Compunet.

| For Information

#### **Attachments**

[SmartNet Committee Meeting Briefing\\_2023.docx](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability

<b>Submitting Department</b>	Innovation and Technology Services Division
<b>Contact Name &amp; Phone</b>	Michael Sloon, ITSD Interim CITO
<b>Contact Email</b>	msloon@spokanecity.org
<b>Council Sponsor(s)</b>	CM Cathcart & CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: <u>02/27/2023</u>
<b>Agenda Item Name</b>	Cisco SmartNet Renewal
<b>Summary (Background)</b>	The City of Spokane uses Cisco switches, routers and firewalls for network connectivity, security, and remote access. SmartNet is the maintenance and support portion needed for these critical products. This Cisco renewal is being processed through CompuNet; a Cisco value added reseller. One year licensing, maintenance and support contract term March 1, 2023 to February 28, 2024. Contract cost is \$308,270.38 plus applicable tax and is fully covered by ITSD budgeted funds. Last year's cost was \$273,483.47 plus tax, increase is due to additional hardware needing support. Utilizing WA State Contract# 05819(NASPO AR3227) via interlocal agreement.
<b>Proposed Council Action &amp; Date:</b>	Pass Council March 13, 2023
<b>Fiscal Impact:</b> Total Cost: \$308,270.38 plus tax Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? Not applicable	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Not applicable	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? All network infrastructure devices are routinely tracked and managed. ITSD also routinely evaluates the effectiveness of the incumbent vendor and analyzes other vendors' solutions for improvements and cost advantages over the current solution.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service by providing a stable, current, redundant and resilient network infrastructure.	

## 4.23

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### 4.23 - Cisco Collaboration Flex 3.0 Phone System Licensin

*Sloon, Michael*

Council Sponsor: CM Cathcart & CM Bingle

Approval of Cisco Collaboration Flex Plan 3.0 with Compunet.

| For Information

#### **Attachments**

[CM Licensing Briefing Paper - 2023.docx](#)

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability (PIES) Committee

<b>Submitting Department</b>	Innovation and Technology Services Division
<b>Contact Name &amp; Phone</b>	Michael Sloon, 625-6468
<b>Contact Email</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Cathcart & CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 2/27/2023
<b>Agenda Item Name</b>	Cisco Collaboration Flex 3.0 Phone System Licensing Renewal
<b>Summary (Background)</b>	Contract with Compunet for Collaboration Flex Plan 3.0 licensing of the Cisco Phone system and its sub-components. Including Calling, Voicemail, e-911 system, and soft-phones. This is year 2 of our 5-year Cisco Agreement. Previously OPR 2022-0061 approved by Council on 1/18/22. New contract switching reseller to Compunet. Contract term 3/3/2023 through 2/2/2027, cost of \$96,075.00 annually for next 3 years and \$88,068.75 for final year plus sales tax. Our 2022 contract cost was \$137,221.58. Utilizing WA State Contract# 05819(NASPO AR3227) via interlocal agreement.
<b>Proposed Council Action &amp; Date:</b>	Pass/Approval from Council on March 13, 2023
<p><b>Fiscal Impact:</b> \$96,075.00 plus sales tax          Total Cost: \$96,075.00 first 3 years and \$88,068.75 Year 4          Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Funding Source            <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: 5300-73200-18850-54820</p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts:</p>	
<b>Operations Impacts</b>	
<p>What impacts would the proposal have on historically excluded communities?          Not applicable – annual software Licensing</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?          Not applicable – annual software Licensing</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?          Not applicable – annual software Licensing</p>	
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?          Not applicable – annual software Licensing</p>	

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## 5 - Executive Session

Executive Session may be held or reconvened during any committee meeting.

## 6 - Adjournment

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## 7 - Next Meeting

The next meeting of the Public Infrastructure, Environment & Sustainability Committee will be held at 1:15 p.m. on March 27, 2023.