

**Public Infrastructure, Environment & Sustainability Committee
Agenda for 1:15 p.m. Monday, September 25, 2023**

The Spokane City Council's Public Infrastructure, Environment & Sustainability Committee meeting will be held at **1:15 p.m. on September 25, 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/ and www.facebook.com/spokanecitycouncil or by calling 1-408-418-9388 and entering the access code #2494 644 6109; 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 4th 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 is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mLOWmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Agenda - 25 September 2023

1 **Call to Order**

2 **Approval of Minutes**

Approval of August 28, 2023, meeting minutes

3 **Discussion Items**

3.1 **SCRAPS Discussion**

20 min

Council discussion on SCRAPS decision points that lead to mass euthanizing.

3.2 **Monthly GFC Update**

5 min

Feist, Marlene

Council Sponsor: CP Kinnear Public Works will deliver its monthly update on General Facilities Charges (GFCs) with a focus on the upcoming work at the Plan Commission level.

3.3 **Grant Opportunity - NHS Asset Managem**

5 min

Picanco, Kevin

Council sponsor: CM Bingle
Federal, FHWA grant opportunity through WSDOT for principal arterial roadway maintenance projects.

3.4 **Division TOD Interlocal Agreement**

10 min

Quinn-Hurst, Colin

Council Sponsors: CP Kinnear and CM Stratton. Interlocal agreement between the City of Spokane, Spokane County and the Spokane Transit Authority to

accept Transit-Oriented Development Pilot Program grant funding from the Federal Transit Administration.

3.5 Amending Provisions Relating to Neigh

10 min
Wright, Christopher

Council Sponsors : CP Kinnear CM Stratton Ordinance amending SMC to impose term limits for officers of neighborhood councils and community assembly, requiring official statements of neighborhood councils and community assembly to be by resolution, and clarifying ONS role with respect to governance.

3.6 Paper Cuts Code Amendments 2023

5 min
Gardner, Spencer

Sponsor CM Stratton Paper Cuts Code Amendments are revisions to the Unified Development Code (UDC) identified by staff that clarify or make minor changes.

3.7 Emergency ORD on SPD Vehicle Purchase

5 min
Giddings, Richard, Olsen, Eric

Council Sponsors: CP Kinnear and CM Cathcart
Ordinance C36249 transferred General Fund dollars for the purchase of specific public safety vehicles. Due to manufacturing constraints, many of the specific type of police vehicle orders may not be fulfilled. Fleet would like to amend the wording on ORD C36249, Section 1, Item 1.A.a and Section 2, Item 2.A.i from

“Up to 46 Ford K8 Electric Hybrid models or Ford Mach-E models” to:

“Up to 46 Ford K8 Police Interceptor, Ford F150 Police Responder, or similar models as vehicle availability allows,”

This amendment will allow more flexibility in quickly providing vehicles to the Spokane Police Department for which there is a critical need.

3.8 Resolution to ratify emergent support

5 min
Feist, Marlene

Council Sponsors: CP Kinnear and CM Bingle

This resolution would ratify a letter agreement between the cities of Spokane and

Airway Heights that allowed the City to take wastewater flow from the City of Airway Heights on an emergency basis for up to one month.

3.9 SpoCanopy Grant Update

10 min
Conley, Jason K., Kosanke, Katie

The U.S. Department of Agriculture announced Spokane will receive millions of dollars in grants aimed at improving the tree canopy in our community.

4 Consent Items

4.1 1100 - Streets Road Salt

Harris, Clint E.

Council Sponsor CP Kinnear Requesting consent for the purchase of Road Salt using state contract #11021.

4.2 Contract for Sewer Pipe Chemical Root

Spence, Sibyl, Lowdon, Michael

Council Sponsor: CP Kinnear. Seeking approval for contract with Duke's Root Control, IPWQ 5948-23

4.3 Thor/Freya Couplet Phase 2 - Intersections at 2nd and 3rd

Buller, Dan

Council Sponsor: Kinnear. Thor/Freya Couplet Phase 2.

4.4 SWD-Superheater Tube Value Blanket Renewal

Paine, David

Council Sponsors: CP Kinnear, CM Bingle. Value blanket renewal with Helfrich Brothers for the purchase of superheater tube at the WTE.

4.5 5300 - Assetworks Fleet Asset Management System (M5) annual software maintenance & support

Sloon, Michael

Council Sponsor: CM Bingle for the approval of Assetworks Fleet Asset Management System (M5) annual software maintenance & support

4.6 ES - Historic Resources Mgt On-Call Contract Tierra Right of Way

Buller, Dan

Council Sponsor: CM Kinnear

The project is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street improvement activities. The City's contract with Tierra Right of Way, the City's historic resources in the amount of \$200,000 is nearly out of funds and so Engineering Services will be requesting additional funds in the amount of \$100,000.

4.7 5300 - Systems & Software (enQuesta) Utility Billing Annual Software Maintenance & Support

Sloon, Michael

Council Sponsor: CM Bingle for the approval of Systems & Software (enQuesta) Utility Billing Annual Software Maintenance and Support

4.8 1100 - Streets Liquid Deicer

Harris, Clint E.

Sponsor CP Kinnear: Requesting Approval for the Purchase of Liquid Deicer, using state contract#11021

4.9 SWD-Mechanical Crane Parts Value Blanket Renewal

Paine, David

Council Sponsors: CP Kinnear, CM Bingle. Value blanket renewal 3 of 4 with Wemco, Inc. for the purchase of mechanical crane parts at the WTE.

4.10 Upriver Dam Spillway Rehab Ph 3

McIntosh, Seth

Sponsor CP Kinnear : Rehabilitation project of the spillway - concrete piers, expansion joint seal, drains cleaning, tainter gate structural repairs, and other related miscellaneous items.

4.11 ES - On-Call Consultant Contracts

Buller, Dan

Council Sponsor: CP Kinnear. On-Call Consultant Contracts

4.12 Fish Lake Trail Connection Study cont

Note, Inga

Council Sponsor : CM Bingle

4.13 1100 - Streets Ice Kicker

Harris, Clint E.

Council Sponsor: CP Kinnear Requesting consent for the purchase of Ice Kicker, using state contract #11021.

4.14 SWD-Boiler Tube Value Blanket Renewal

Paine, David

Council Sponsors: CP Kinnear, CM Bingle. Value blanket renewal with Helfrich Brothers for the purchase of boiler tubes at the WTE.

4.15 Ecology Stormwater Grants Application

Papich, Mark

Council Sponsor : CM Bingle ICM is applying for two Ecology stormwater grants. One for design of the Hill and Dale Park Stormwater Facility and the other for a study on the Garden Springs Creek Culvert. Total funds requested is \$1.1M. The required City match is \$275,000.

4.16 Rubicon Global, LLC Annual Software Maintenance & Support

Sloon, Michael

Council Sponsor: CM Bingle for the approval of Rubicon Global annual software maintenance & support.

4.17 CM on Call Contract Parametrix

Council Sponsor: CP Kinnear. Construction Management On Call Contract with Parametrix / Buller, Dan

4.18 SWD-Mechanical Repair Services Contract Renewal

Paine, David

Council Sponsors: CP Kinnear, CM Bingle. Contract renewal 2 of 4 with Knight Const. & Supply

4.19 ES -Fish Lake Trail Connection Design

Buller, Dan

Council Sponsor: Kinnear. Fish Lake Trail Phases 1 and 2 Design

4.20 Pacific Ave. Greenway Consult

Council Sponsor: CP Kinnear. Pacific Ave. Greenway Consult for Design / Buller, Dan

4.21 Sewer Easement Through Yokes

Council Sponsor CP Kinnear. Sewer Easement Through Yokes / Buller, Dan

5 Executive Session

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

6 Adjournment

7 Next Meeting

The next meeting of the PIES Committee will be held at 1:15 p.m. on October 23, 2023.

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5 - Executive Session

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6 - Adjournment

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7 - Next Meeting

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1

1 - Call to Order

2 - Approval of Minutes

Approval of August 28, 2023, meeting minutes

| For Decision

Attachments

[pies-minutes-2023-08-28.docx](#)

STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment, and Sustainability (PIES) Committee
August 28, 2023

Call to Order: 1:15 p.m.

Recording of the meeting may be viewed here: <https://vimeo.com/858785034>

Attendance

Committee Members Present:

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

Committee Members Absent: CM Zappone

Staff/Others Present:

Lynden Smithson, Marlene Feist, Katherine Miller, Jenn Cerecedes, Kevin Picanco, Scott Jordan, Eldon Brown, Abbey Martin, Chris Wright, Giacobbe Byrd, Candi Davis, Shae Blackwell, Jeff Gunn, Nicolette Ocheltree, Mark Carlos, and Ginny Ramos.

Approval of Minutes

➤ Action taken

CM Stratton moved to approve the minutes of the July 24, 2023, meeting; the motion was seconded by CM Wilkerson. The minutes were approved unanimously.

Agenda Items

Discussion items

1. Contract with Ecology for TAPE project Grant

➤ Action taken

CP Kinnear agreed to sponsor this item to move forward for formal Council consideration

2. 2023 Applications to Expand Retail Water Services

➤ Action taken

CM Wilkerson agreed to sponsor this item to move forward for formal Council consideration.

3. GFC Update

➤ Action taken

Presentation and discussion only, no action was taken.

4. Emergency Housing Fund Grant Acceptance and SBO

➤ Action taken

- CM Stratton and CM Wilkerson agreed to sponsor this item to move forward for formal Council consideration.
5. SBO-Maple St. Bridge Deck Repair
 - Action taken
CP Kinnear and CM Bingle agreed to sponsor this item to move forward for formal Council consideration.
 6. Neighborhood Access and Equity Grant
 - Action taken
CP Kinnear agreed to sponsor this item to move forward for formal Council consideration.
 7. Shoreline Master Program Aquaculture Update
 - Action taken
CP Kinnear and CM Stratton agreed to sponsor this item to move forward for formal Council consideration.
 8. RES Appointing CM to Vacate District 2 Position
 - Action taken
CP Kinnear and CM Wilkerson agreed to sponsor this item to move forward for formal Council consideration.
 9. Water Department property along Marietta Ave.
 - Action taken
Presentation and discussion only, no action was taken. .
 10. RES Reducing Excess Liability Insurance Limit
 - Action taken
CM Cathcart and CM Wilkerson agreed to sponsor this item to move forward for formal Council consideration.

Consent items

1. ES-Chestnut Bridge Scour Mitigation Design
2. Contract Renewal with Big Belly Solar, LLC
3. Consent to award Permit Studies Contract with HDR Inc.
4. 4100-Water Department Renewal of Meter Reading S
5. Hydroelectric Incentive Funding Program
6. 1100-Signal Standards Value Blanket Renewal
7. 1100-Traffic Control Cabinets Value Blanket Renewal
8. ES-Pacific ave. Greenway Design
9. SWD-Contract Amendment for Insulation Services
10. SWD-Contract Amendment for Annual Emissions Testing at the WTE
11. SWD-Loader Rental Contract Amendment
12. SWD-Contract Award for Boiler Feedwater Pump Maintenance at the WTE
13. Renewable Natural Gas Investment Grade Audit-McKinstry
14. SWD-Purchase of Gas Valves at the WTE

Executive session

None.

Adjournment

The meeting adjourned at 2:03 p.m.

Prepared by:

Candi Davis, Legislative Assistant, CM Bingle

Approved by:

CP Lori Kinnear
PIES Committee Chair

3 - Discussion Items

3.1

20 min

3.1 - SCRAPS Discussion

Council discussion on SCRAPS decision points that lead to mass euthanizing.

| For Discussion

3.2

5 min

3.2 - Monthly GFC Update

Feist, Marlene

Council Sponsor: CP Kinnear Public Works will deliver its monthly update on General Facilities Charges (GFCs) with a focus on the upcoming work at the Plan Commission level.

| For Discussion

Attachments

[Briefing Paper PIES September 2023 GFCs.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works and Utilities
Contact Name	Marlene Feist, Division Director
Contact Email & Phone	mfeist@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5-10 min
Agenda Item Name	General Facility Charges (GFCs) Monthly Update
Summary (Background)	<p>Council adopted an update to Water and Wastewater General Facilities Charges (GFCs) on March 27, 2023, along with a resolution requiring additional analysis and public outreach. Additional options and proposed changes are intended to be brought to City Council prior to March 4, 2024.</p> <p>Public Works is delivering a monthly update on these efforts at the Council’s PIES meetings during the review period.</p> <p>For September, we will go over the upcoming Plan Commission schedule and additional information.</p> <p>The City of Spokane established a General Facility Charge (GFC) for both Water and Sewer in December of 2002. Prior to March 2023, the charges had never been updated. The charges are designed to pay for new capacity in these systems needed for growth.</p>
Proposed Council Action	For discussion only.
Fiscal Impact	<p>Total Cost: Click or tap here to enter text.</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: Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	<p>What impacts would the proposal have on historically excluded communities?</p> <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible.</p>

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

N/A GFCs 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?

GFCs 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?

Having growth pay for new capacity in the City's utility systems is consistent with the Comprehensive Plan. Projects used to develop GFC rates are consistent with the City's Water System Plan, Comprehensive Plan infrastructure chapters, and Capital Improvement Plans. GFCs also are consistent with Growth Management at the state level, and any changes would comply with state laws.

3.3

5 min

3.3 - Grant Opportunity - NHS Asset Managem

Picanco, Kevin

Council sponsor: CM Bingle

Federal, FHWA grant opportunity through WSDOT for principal arterial roadway maintenance projects.

| For Discussion

Attachments

[Briefing Paper PIES - Grant Opportunity.pdf](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works Dept. - Integrated Capital Management
Contact Name	Kevin Picanco, Principal Engineer, Integrated Capital Management
Contact Email & Phone	kpicanco@spokanecity.org ; 625-6088
Council Sponsor(s)	CM Bingle
Committee Date	September 25, 2023
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5mins
Agenda Item Name	Grant Opportunity – NHS Asset Management by WSDOT
Summary (Background)	<p><i>*use the Fiscal Impact box below for relevant financial information</i></p> <p><u>Background:</u> <i>WSDOT recently announced a Call for Projects for the National Highway System (NHS) Asset Management grant program. The FHWA funded program prioritizes street maintenance funding of principal arterial streets to preserve street pavement through maintenance activities such as grind and overlays, chip seals or crack seals.</i></p> <p><i>The maximum award amount per application is \$10M. The grant eligibility and scoring criteria are very specific and limit the number of City arterial street locations that are viable candidates for application. The City is planning to submit two to three applications, each application that include one to four locations of work.</i></p> <p><i>Potential principal arterial locations will be shared at the PIES presentation.</i></p> <p><i>The grant program provides 100% funding and does not require a local match; however, inclusion of local matching funds will lead to higher grant scores in the 'Cost Effectiveness' scoring criteria of the grant. Local match funding will come from City's Arterial Streets Fund or REET2 funds.</i></p>
Proposed Council Action	
Fiscal Impact	<p>Total Cost: <u>TBD</u></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: Arterial Street Funds or REET2 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>
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

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

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

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.

3.4

10 min

3.4 - Division TOD Interlocal Agreement

Quinn-Hurst, Colin

Council Sponsors: CP Kinnear and CM Stratton. Interlocal agreement between the City of Spokane, Spokane County and the Spokane Transit Authority to accept Transit-Oriented Development Pilot Program grant funding from the Federal Transit Administration.

| For Information

Attachments

[Briefing Paper_PIES_DivisionTOD_ILA_9.25.23.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Planning & Economic Development Services
Contact Name	Colin Quinn-Hurst
Contact Email & Phone	cquinnhurst@spokanecity.org ; 509-625-6804
Council Sponsor(s)	CP Kinnear and CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Division TOD Interlocal Agreement
Summary (Background)	<p>This is an interlocal agreement between the City of Spokane, Spokane County and the Spokane Transit Authority to accept grant funding from the Federal Transit Administration for the Transit-Oriented Development Pilot Program. This grant will fund a community visioning process, land use policy assessment, zoning code analysis, and station area planning for select sites along the Division Street corridor to plan for Transit-Oriented Development in support of planned Bus Rapid Transit.</p>
<p>*use the Fiscal Impact box below for relevant financial information</p>	
Proposed Council Action	Approval
Fiscal Impact	<p>Total Cost: <u>\$5,000 per year in 2024 and 2025</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Planning General Fund</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	<p>The recommendations of the Division TOD Pilot Study would support improved access to transit and transit-adjacent affordable housing for residents in historically underserved neighborhoods. Through multi-modal facilities and public right-of-way improvements, the proposals of this project would connect the adjacent sidewalk, bikeway and pathway networks, and provide arterial crossings and improvements along the Division Street corridor. These gaps in walk and bike facilities previously created barriers separating residents from parks, amenities and services. The land use proposals of this study will lay the groundwork for creating concentrated nodes of Transit-Oriented Development on the Division Street corridor around selected high-use transit station. Recommendations will also further shift policy toward supporting a range of housing and commercial investments that would be more immediately accessible and available to nearby residents.</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 Division TOD Pilot Study will build on baseline data identifying existing demographics and land-use characteristics within the neighborhoods bordering the Division Street corridor between Downtown Spokane and the northern reaches of Division in Spokane County, focusing on measures of Social Vulnerability as provided by the Centers for Disease Control. The study will also identify gaps in accessible infrastructure, services and land uses, seeking direct feedback from neighborhood residents on resulting proposals through social mapping exercises, surveys and community meetings.

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

This project will assess baseline conditions at focus areas, addressing transportation patterns, land use patterns, and demographic conditions. The project will include multiple rounds of public engagement consisting of questionnaires, surveys, and online mapping activities, as well as public meetings and presentations. A Steering Committee made up of elected and non-elected City, County, and agency representatives from the project area will provide guidance and feedback throughout the study. The feedback obtained through these efforts, as well as through assessment of existing land use policies and development codes, will inform the selection of proposed solutions and policy recommendations. Subsequent investments, plans, policy changes and studies will be measured using these same methods to determine changes as compared to baseline conditions. Future planning and infrastructure projects will continue seeking public input using these methods to assess changes in conditions.

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?

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 also aligns with previous studies and plans conducted by the Spokane Transit Authority and the City of Spokane to assess the potential for high-performance transit as well as suitability for transit-supportive land use and infrastructure investments. These studies include 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), the DivisionConnects Phase 2: Land Use and Active Transportation assessments (2022), as well as supportive neighborhood-level planning efforts including the [Logan Neighborhood Subarea Plan](#).

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE, THE COUNTY OF SPOKANE, AND THE SPOKANE TRANSIT AUTHORITY (“STA”), FOR DEVELOPMENT AND FUNDING OF DIVISION STREET TRANSIT-ORIENTED DEVELOPMENT (“TOD”) CORRIDOR PLAN

THIS INTERLOCAL AGREEMENT (“Agreement”), authorized per RCW 39.34.030, is made and entered into between the CITY OF SPOKANE, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as the “CITY”, the COUNTY OF SPOKANE, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the “COUNTY” and the SPOKANE TRANSIT AUTHORITY, a Washington State public transportation benefit area, having offices for the transaction of business at 1230 West Boone Avenue, Spokane, Washington 99201, hereinafter referred to as “STA”, each individually referred to as a “PARTY” and collectively as the “PARTIES”.

SECTION 1: RECITALS AND FINDINGS

WHEREAS, pursuant to the provisions of Revised Code of Washington (“RCW”) Chapter 39.34 (“Interlocal Corporation Act”), the Parties may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, in preparation of the planned Division Street Bus Rapid Transit (“BRT”) project, [linked here https://www.spokanetransit.com/wp-content/uploads/2023/08/Division-Street-BRT-Phase-1-Report-Final-071023-with-appendices.pdf](https://www.spokanetransit.com/wp-content/uploads/2023/08/Division-Street-BRT-Phase-1-Report-Final-071023-with-appendices.pdf)), the City, County, and STA applied for the Fiscal Year 2021 Pilot Program for a Transit-Oriented Development Planning (“TOD”) grant from the United States Federal Transit Administration (FTA) to fund work that will yield the “Division Street TOD Corridor Plan”; and

WHEREAS, the corridor-wide TOD plan will build on the work completed in the DivisionConnects study, [linked here \(https://www.srtc.org/wp-content/uploads/2022/08/DivisionConnects-Vision-and-Implementation-Strategy-Phase-2-Report-final2.pdf\)](https://www.srtc.org/wp-content/uploads/2022/08/DivisionConnects-Vision-and-Implementation-Strategy-Phase-2-Report-final2.pdf), to reimagine how the current highway arterial could transform into a multimodal corridor, teaming with accessible transit, a mix of jobs and housing, and abundant access for all; and

WHEREAS, grant funding received through the FTA’s TOD Pilot Program will aid in taking the next step of TOD planning for the Division Street corridor to comprehensively plan for BRT-centered, transit-oriented development along the entire corridor that addresses climate change,

challenges facing environmental justice populations, and racial equity and barriers to opportunity;
and

WHEREAS, this document updates the June 2021 Letter of Intent explaining the partnership between the STA as the transit project sponsor and the City and the County as the entities within the project corridor with land use planning authority to conduct the comprehensive planning work;
and

WHEREAS, in pursuit of planning for and implementing transit-supportive development along the Division Street corridor, the City, County, and STA will also continue to work closely with the Spokane Regional Transportation Council (SRTC), and the Washington State Department of Transportation (WSDOT) to carry out the collaborative TOD planning process for this TOD planning project.

NOW, THEREFORE, in consideration of the following terms and conditions, to include the above recitals, which are incorporated herein as a part of this Interlocal Agreement, it is agreed among the Parties:

SECTION 2: PURPOSE

The purpose of this Interlocal Agreement is to set forth the shared understanding of the City, County and the STA regarding generation of a Transit-Oriented Development “(TOD)” Plan for the Division Street Corridor, and funding for development of such Plan, utilizing a combination of both United States Federal Transit Administration (“FTA”) Pilot Program TOD grant monies awarded STA, and supportive cost-share funding from both the City and County as the land use authorities responsible for completing the federal grant work and deliverables.

SECTION 3: DURATION

The term of this Agreement shall [begin on October 1, 2023 and end on December 31, 2026, or coincide with the TOD Pilot Program grant agreement schedules established by the Federal Transit Administration, currently scheduled for completion by December 31, 2026.

SECTION 4: RESPONSIBILITIES OF THE PARTIES

See attached Exhibit A for PARTIES’ RESPONSIBILITIES.

SECTION 5: RECORDS

All public records prepared, owned, used or retained by either Party in conjunction with meeting its responsibilities under this Agreement shall be made available to the other Party upon written

request subject to the attorney-client and attorney work product privileges set forth in statute, court rule, or case law.

SECTION 6: JOINT BOARD

Pursuant to RCW 39.34.030(4)(a), the Parties will each appoint a representative from their respective agencies to a Joint Board who will administer the cooperative undertaking set forth in this Agreement.

SECTION 7: AGREEMENT TO BE FILED

Pursuant to RCW 39.34.040, prior to its entry into force, this Agreement shall be filed with the County Auditor or, alternatively, listed by subject on each Parties website or other electronically retrievable public source.

SECTION 8: FINANCING

See attached Exhibit A for PARTIES' RESPONSIBILITIES.

SECTION 9: AMENDMENTS

This Agreement may be amended by the mutual written agreement of the Parties executed by personnel authorized to bind each of the Parties.

SECTION 10: SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

SECTION 11: ANTI-KICKBACK

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

SECTION 12: ANTIDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of, or in connection with, this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged

veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Parties agree to comply with, and to require that all subcontractors to the extent utilized comply with federal, state and local nondiscrimination laws, including but not limited to: The Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act and the American's with Disabilities Act, to the extent those laws are applicable to the subject matter of this Agreement.

SECTION 13: GOVERNING BODY APPROVAL ACTION

Pursuant to RCW 39.34.030(2), Appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the Parties shall be necessary before this Agreement enters into force and effect.

SECTION 14: LEGAL RELATIONS

Individually, each Party to this Agreement shall protect, defend, indemnify and save harmless each other Party, its officers, officials, employees and agents from any and all costs, claims, judgment and/or awards of damages resulting from the negligent acts or omissions of its officers, officials, employees and agents acting with the scope of their employment arising out of or in connection with the performance of the Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of more than one Party, their officers, officials, employees and agents, an individual Party's liability hereunder shall be only to the extent of that Party's negligence.

SECTION 15: FORCE MAJEURE

In the event any Party's obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage accident or other casualty, weather event, act of God, any law, ordinance, rule or regulation which becomes effective after the date of this Agreement, or any other cause beyond the reasonable control of any Party, then the Parties shall be released from performance under the Agreement. Parties hereby waive any claim for damages or compensation for such delay or failure to perform.

SECTION 16: PUBLIC RECORDS ACT

Each Party to this Agreement understand and acknowledges that they are each subject to the Public Records Act, RCW 42.56 *et seq.*

SECTION 17: TERMINATION

1. This Agreement shall be effective upon the signature of all Parties.
2. A Party to this Agreement may terminate its participation by providing sixty (60) days written notice of termination to the other Parties. The terminating Party will continue participation, financial or otherwise, up to the effective date of termination.
3. This Agreement also may be amended by the mutual written consent of the Parties authorized representatives.

SECTION 18: MISCELLANEOUS PROVISIONS

1. Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Notwithstanding the foregoing, this Agreement shall be subject to renegotiation as provided in this Agreement.
2. Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto.
3. Mediation/Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the Parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration, which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the

Parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. The Arbitration shall be final and binding pursuant to RCW Chapter 7.04A.

4. Compliance with Laws. The Parties shall observe all federal, state, and local laws, ordinances, and regulations, to the extent that they may be applicable to the terms of this Interlocal Agreement.
5. Non-waiver. No waiver by any Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.
6. Assignment/Binding Effect. Performance of any or all aspects of this Interlocal Agreement may not be assigned without written authorization by the other party, which consent shall not be unreasonably withheld. Likewise, neither party may assign their respective rights to any claims or actions arising out of or relating to this Agreement without written authorization.
7. Modification. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
8. Headings. The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
9. Governing Law/Venue. The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.
10. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an

original, but such counterparts shall together constitute one and the same.

SECTION 19: RCW 39.34.030 REQUIRED CLAUSES

1. Duration: As set forth in Section 3 above.
2. Organization: As set forth in Section 6 above. Each party is duly organized and in existence. No new or separate legal or administrative entity is created to otherwise administer this Agreement.
3. Purpose: As set forth in Section 2 above.
4. Responsibilities of the Parties: As outlined in Exhibit A.
5. Financing: As set forth in Section 8 above and Exhibit A. Each Party shall be responsible for the financing of its obligations through its budgetary process.
6. Termination and Disposal of Property: As set forth in Section 17 above. Upon termination, each party retains control of its property. Jointly held property shall be divided in proportion to the amount each Party contributed to acquisition.
7. Administrator or Joint Board: As set forth in Section 6 above.
8. Agreement to be Filed: As set forth in Section 7 above.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the date and year set forth opposite their respective signature block, the date of the last signature being the effective date of the Agreement.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

DATED: _____

MARY L. KUNEY, Chair

JOSH KERNS, Vice Chair

AL FRENCH, Commissioner

ATTEST:

AMBER WALDREF, Commissioner

Ginna Vasquez
Commissioner
Clerk of the Board of County Commissioners

CHRIS JORDAN,

CITY OF SPOKANE

DATED: _____

NADINE WOODWARD

Mayor, City of Spokane

ATTEST:

TERRI PFISTER
Clerk, City of Spokane

SPOKANE TRANSIT AUTHORITY

DATED: _____

E. SUSAN MEYER
Chief Executive Officer, Spokane Transit
Authority

ATTEST:

DANA INFALT
Clerk of the Spokane Transit Authority Board

EXHIBIT A
PARTIES' RESPONSIBILITIES

A. City Role and Responsibilities

The City is the local municipality with jurisdiction over land use for the majority of the corridor length. As such, the City makes the following financial commitment for the Pilot Program for Transit-Oriented Development Planning grant:

Funding Commitments				
In-Kind Match				
Position	Department	Amount	Year	Type

Assistant Planner II	Planning Services	\$83,790	Year 1 and 2	In-Kind Match
Associate Planner	Planning Services	\$82,857	Year 1 and 2	In-Kind Match
Principal Planner	Planning Services	\$3,193	Year 1 and 2	In-Kind Match
Planning Director	Planning Services	\$266	Year 1 and 2	In-Kind Match
Senior Engineer	Integrated Capital Management	\$2,886	Year 1 and 2	In-Kind Match
ICM Director	Integrated Capital Management	\$734	Year 1 and 2	In-Kind Match
Cash Match				
Year		Amount		Type
Year 1		\$5,000		Cash Match
Year 2		\$5,000		Cash Match
Subtotal				
<i>Year 1</i>		\$86,864		
<i>Year 2</i>		\$86,864		
Total Funding Commitments		\$183,728		

The City’s Planning Services Department has committed a cash match of \$5,000 from the fiscal year 2023 budget, and will commit \$5,000 from the fiscal year 2024 budget towards the minimum grant matching requirement outlined by the Federal Transit Administration. In addition to the cash match, the City is committing an in-kind match of dedicated staff time of \$86,864 each year of the two-year project.

The City agrees to provide staff support including but not limited to: dedicated Planning Services staff for project management and oversight; consultant coordination; administrative support for public engagement and legal noticing requirements; and a team of interdepartmental technical and professional staff to participate via the Project Management Team and Technical Advisory Committee.

The City, in concert with the County and STA, agrees to select and contract with a consultant and/or consultant team to undertake and complete the Division Street TOD Corridor project. The City shall use its reasonable business judgment, as it deems appropriate, in bidding and awarding contracts for the work associated with the project. A representative from the County and STA will be included in the consultant selection process and in the preparation of the final scope of work.

As technical analysis of the bus-rapid transit line along Division Street continues, the City shall remain an active Project Team participant so that findings from the study can inform the final deliverable for the Division Street TOD Corridor plan.

The City reserves the authority of the City Council as the final approval body of any comprehensive planning in the City of Spokane municipal boundaries to adopt, adopt with amendments, or deny the final resulting Division Street TOD Corridor plan, pursuant to Spokane Municipal Code Title 17G.

B. County Role and Responsibilities

The County is the municipality with jurisdiction over the northernmost portion of the corridor. As partner to the proposed work and the grant, Spokane County makes the following financial commitment for the Pilot Program for Transit-Oriented Development Planning grant:

Funding Commitments				
In-Kind Match				
Position	Department	Amount	Year	Type
Assoc Planner	Building & Planning	\$19,686	Year 1 and 2	In-Kind Match
Senior Planner	Building & Planning	\$8,560	Year 1 and 2	In-Kind Match
Planning Director	Building & Planning	\$5,026	Year 1 and 2	In-Kind Match
Cash Match				
	Year	Amount	Type	
	Year 1	\$2,500	Cash Match	
	Year 2	\$2,500	Cash Match	
Subtotal				
	<i>Year 1</i>	\$35,772		
	<i>Year 2</i>	\$35,772		
	Total Funding Commitments	\$71,544		

The Spokane County Commissioners are in support of \$5,000 cash match over two years, and \$66,544 in-kind matching towards the grant matching requirement outlined by the Federal Transit Administration. Roles and responsibilities of the County are further described below:

- The County agrees to provide staff support including but not limited to: dedicated Planning Department staff for project oversight; consultant coordination; administrative support for public engagement and legal noticing requirements; and to participate in the Project Management Team; additionally, a County engineering staffer will provide technical and professional support by participating in the Technical Advisory Committee.

- The County, in concert with the City and STA, will participate in the procurement and selection process, as well as task management, with a consultant and/or consultant team to undertake and complete the Division Street TOD Corridor project.
- As technical analysis of the bus-rapid transit line along Division Street continues, the County shall remain an active Project Team participant so that findings from the study can inform the final deliverable for the Division Street TOD Corridor plan.
- The County reserves the authority of the Spokane County Commissioners as the final approval body of any comprehensive planning in the County to adopt, adopt with amendments, or deny the final resulting Division Street TOD Corridor Plan.

C. STA Roles and Responsibilities

STA is the transit project sponsor, the designated FTA grant recipient, and the region's sole public transportation benefit area and public transportation provider. As such, the STA commits to the following roles and responsibilities:

- STA is the grant recipient and will reimburse the City of Spokane upon submittal of payment request/progress reports.
- As technical analysis for the bus-rapid transit line along Division Street continues, STA shall remain an active Project Team participant so that findings from the study can inform the final deliverable for the Division Street TOD Corridor plan.
- STA agrees to provide staff support including but not limited to: designated staff to coordinate grant disbursement; support for public engagement; and staff participation on the Project Management Team and Technical Advisory Committee.

3.5 - Amending Provisions Relating to Neigh

Wright, Christopher

Council Sponsors : CP Kinnear CM Stratton Ordinance amending SMC to impose term limits for officers of neighborhood councils and community assembly, requiring official statements of neighborhood councils and community assembly to be by resolution, and clarifying ONS role with respect to governance.

Attachments

[BP - Ord re Neighborhood Councils \(v1 09-13-23\).docx](#)

[Ord Re NC Inclusive and Transparent Neighborhood Volunteering \(v4 09-22-23~.docx](#)

- Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City Council
Contact Name	Patrick Striker
Contact Email & Phone	pstriker@spokanecity.org
Council Sponsor(s)	CP Kinnear, CM Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Amending SMC to establish term limits for officers of neighborhood councils and community assembly
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Prepared and submitted at the request of ONS, the primary purpose of this ordinance is to promote diversity and transparency within the neighborhood councils and the Community Assembly by imposing term limits on officer positions, which term limits can be waived on a case-by-case based by the Director of ONS.</p> <p>The ordinance also dictates that any stated position of a neighborhood council or the Community Assembly which is directed to the City must be by resolution, using a form provided by ONS. In addition, the ordinance amends SMC 4.27 to clarify that the ultimate responsibility for meetings of the local councils and the CA is the governing bodies themselves, and not ONS.</p>
Proposed Council Action	<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution Committee review: PIES Sept 25, 2023 Advance Agenda: October 2, 2023 (First Reading) Council Action: October 9, 2023 (Final Reading)
Fiscal Impact	
Total Cost: <u>Not Applicable</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: Opioid settlement funds	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why) None.	
What impacts would the proposal have on historically excluded communities?	
<p>The ordinance is intended to promote diversity within local neighborhood councils and within the Community Assembly by ensuring regular turnover of officers and creating more opportunity for participation from all segments of the City.</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?

Office of Neighborhood Services maintains records of all elections and minutes for neighborhood councils and the Community Assembly.

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

Ultimately the goal of the ordinance is to promote growth of neighborhood council memberships and generate more participation as well leadership within the councils. Office of Neighborhood Services maintains records of all elections and minutes for neighborhood councils and the Community Assembly and will be able track whether participation has increased and is more diversified, effective and representative of local neighborhoods

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?

Neighborhood councils and the Community Assembly are established by Article VIII of the Spokane City Charter.

ORDINANCE NO. C - _____

An ordinance relating to neighborhood councils; amending section 04.27.040 of chapter 04.27 of the Spokane Municipal Code; and adopting a new section 4.27.060 to chapter 4.27 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. Section 04.27.040 of the Spokane Municipal Code shall be amended as follows:

Section 04.27.040 Neighborhood Council Program

- A. The department of neighborhood services shall provide staff support for the neighborhood councils and the community assembly in the following manner:
1. Specific needs and program support required will be identified through annual consultation by the office with the individual councils and community assembly. This process should be completed prior to September of each calendar year to allow consideration of these needs and required support in the budget process.
 2. The specific nature of the staff support required may be reduced to a memorandum of understanding between the City and the individual councils and community assembly subject to approval of the city council. If such a memorandum is reached it should be reviewed annually within the time frame set forth above. The memorandum of understanding may, if appropriate, include those programs and procedures set forth in subsection (B) of this section.
 3. In addition to those tasks identified above, the department of neighborhood services shall:
 - i. provide to the community assembly, the neighborhood councils and the general public instruction on organizational development and procedures to effectively work with City government;
 - ii. assist City officials and staff in developing effective ways of working with the community assembly and the neighborhood councils;
 - iii. assist the neighborhood councils and the community assembly in organizing and facilitating meetings and specific programs developed by these entities; provided, nothing in this subsection shall relieve a neighborhood council or the Community Assembly from the ultimate responsibility to organize and conduct its own meetings consistent with its charter, bylaws or other rules of governance.

B. The department of neighborhood services shall serve as the liaison between the legislative and executive branches of the City, the neighborhood councils and the community assembly in the following manner:

1. Implement programs and procedures that enhance neighborhood residents' knowledge of and involvement with government operations.
2. Implement programs and procedures that enhance both the City's elected officials' and employees' understanding of the needs and perspectives of neighborhood residents.
3. Implement programs and procedures that facilitate communication between the City and neighborhood residents. It is the responsibility of the department to timely respond to inquiries and disseminate pertinent information to the neighborhood councils, the community assembly and the general public.

Section 2. That there is adopted a new section 4.27.060 to chapter 4.27 of the Spokane Municipal Code to read as follows:

4.27.060 Inclusive and Transparent Neighborhood Volunteering

A. To promote diversity and inclusion for leadership in neighborhood councils and community assembly, all of the following requirements shall apply to the governance of any neighborhood council and the Community Assembly:

1. A person may only serve a maximum of two consecutive two-year terms for any combination of officer positions in a neighborhood council (chair, vice-chair, secretary, treasurer).
2. A person may only serve a maximum of two consecutive two-year terms as a community assembly representative and/or alternate representative,
3. Notwithstanding any provision in the Spokane Municipal Code to the contrary, a person may only serve a maximum of two consecutive two-year terms as a Community Assembly representative on any city board, commission or committee.
4. Commencing January 1, 2024, neighborhood council and community assembly elections will take place during the regular neighborhood council meetings during the month of October in even years, beginning in 2024, with terms starting the following January 1.
5. Community assembly appointments to city boards, commissions or committees shall be by majority vote of the Community Assembly, will open for application in October of even years, with an expected start of the following January 1.
6. Any partial term over twelve months in duration will count as a full term. Any officers validly elected before the effective date of this ordinance may

complete their term of office regardless of the number of consecutive terms previously served.

7. The Office of Neighborhood Services (ONS) will work with all newly elected leaders who desire leadership training to educate and train them on City leadership as it relates to being an effective neighborhood or community assembly leader.
 8. The Director of ONS, from time to time and in his or her sole discretion, may waive the maximum term limits for any neighborhood council position.
 9. In the case of any neighborhood council incorporated under the laws of the state of Washington, compliance with this section shall only be to the extent otherwise permitted by state law.
- B. To ensure that any resolution or statement from a neighborhood council or the Community Assembly is official and reflects the will of that body, all the following requirements shall apply:
1. Any official statement to the City by a neighborhood council, or any public statement purporting to be on behalf of a neighborhood council, shall be presented in the form of a resolution adopted by vote, which resolution shall include both the number of members present and the voting results and, upon request of ONS, copies of the minutes of the meeting where the vote was conducted.
 2. Any official statement to the City by the Community Assembly, or any public statement purporting to be on behalf of the Community Assembly, shall be presented in the form of a resolution adopted by vote, which resolution shall include meeting minutes from both the body of the community assembly and neighborhood councils who have provided input, and further shall include number of members of the Community Assembly present and the voting results.
 3. Failure to abide by sections 1 and 2 above may result in the City not considering a stated position of that neighborhood council or the Community Assembly.
 4. The Office of Neighborhood Services shall provide a template resolution to be used by neighborhood councils and the Community Assembly to comply with this section.
- C. The community assembly shall have its administrative chair preside over its meetings and the vice-chair shall preside in the chair's absence.
- D. The Director of the Office of Neighborhood Services shall have final determination on questions of compliance with this section of Chapter 4.27 and shall report this determination to the City Council.
- E. Any neighborhood council or its community assembly representative not in compliance with this section, as determined in writing by the Director of the Office

of Neighborhood Services, will not have a recognized community assembly vote or receive city funding to the neighborhood council until the Director has determined compliance. Continued non-compliance may result in the City Council passing a resolution removing the Council's recognition of the neighborhood council. The decision of the Director with respect to compliance shall be final and not subject to appeal.

PASSED BY THE CITY COUNCIL ON _____, 2023.

Attest:

City Clerk

Mayor

Council President

Approved as to form:

Assistant City Attorney

Date

Effective Date

3.6 - Paper Cuts Code Amendments 2023

Gardner, Spencer

Sponsor CM Stratton Paper Cuts Code Amendments are revisions to the Unified Development Code (UDC) identified by staff that clarify or make minor changes.

| For Discussion

Attachments

[PIES Paper Cuts Code Amendments 2023 Briefing Paper.docx](#)

[PC Findings and Conclusions Summer 2023 Paper Cuts - signed.pdf](#)

[Summer 2023 Paper Cuts Code Amendments Staff Report.pdf](#)

[Draft ORD Summer 2023 Paper Cuts Code Amendments.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Planning Services & Economic Development
Contact Name	Spencer Gardner
Contact Email & Phone	sgardner@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	Paper Cuts Code Amendments 2023
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Paper Cuts Code Amendments are revisions to the Unified Development Code (UDC) identified by staff that clarify or make minor changes. These changes are intended to be minor in nature to help enforce development regulations that improve the quality of life for Spokane residents and improve processing of applications for the development community. Corrections and clarification of code will permit the Development Services Center to communicate development regulations more clearly to applicants.</p> <p>Paper Cuts Code amendments for SMC 17C.110.225 Accessory Structures; SMC 17C.120.580 Plazas and Other Open Spaces; SMC 17C.230.145 Development Standards for Residential Uses; SMC 17C.240.250 Off-premises Signs; SMC 17C25.020 Dimensional Standards; and, SMC 17G.080.040 Short Subdivisions.</p>
Proposed Council Action	Approval
Fiscal Impact Total Cost: Click or tap here to enter text. Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why) What impacts would the proposal have on historically excluded communities? N/A- these changes are minor in nature and only seek to improve clarity of code language.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A- no data will be collected as a result of these minor text amendments.	

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

N/A- no data will be collected as a result of these minor text amendments

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?

These text amendments do not change the application or outcome related to the enforcement of the UDC. Proposed text amendments are minor in nature and do not affect alignment with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, etc.

**CITY OF SPOKANE PLAN COMMISSION
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS
REGARDING SUMMER 2023 PAPER CUTS CODE AMENDMENTS**

A recommendation of the City of Spokane Plan Commission to the City Council to approve amendments to the City's shoreline regulations to accommodate aquaculture. The proposal amends SMC Sections 17C.110.225 Accessory Structures; 17C.120.580 Plazas and Other Open Spaces; 17C.230.145 Development Standards for Residential Uses; 17C.240.250 Off-Premises Signs; 17C.250.020 Dimensional Standards; 17G.080.040 Short Subdivisions.

FINDINGS OF FACT:

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA) as set forth in RCW 36.70A.
- B. The proposed text amendments do not significantly alter the outcome and purpose of the Unified Development Code and therefore remain consistent with the City of Spokane's Comprehensive Plan.
- C. The Unified Development Code includes community goals that bears a substantial relation to public health, safety, welfare, and protection of the environment. Propose amendments to clarify or correct errors in the Unified Development Code further implement those goals.
- D. Public notice and communication began in July 2023 and included the following:
 1. A Plan Commission workshop on July 26, 2023
 2. Notice of SEPA Determination of Nonsignificance for amendments related to Dimensional Standards on August 30, 2023.
 3. A Plan Commission Public Hearing on September 13, 2023.
- E. No public comment was received before the distribution of the Staff Report on September 6, 2023. All comments received between September 6, 2023 and September 13, 2023 at 4:00pm were circulated to the commissioners for their review.
- F. On July 26, 2023 the City of Spokane Plan Commission held a workshop to discuss draft language, and review and evaluate with city staff alternatives to proposed text changes.
- G. On July 21, 2023, the Washington State Department of Commerce and appropriate state agencies were give the required 60-day notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106.
- H. A SEPA Determination of Nonsignificance was issued by the director of Planning Services on August 30, 2023 for the amendment related to SMC Section 17C.250.020. One comment was received.
- I. SEPA Categorical Exemption WAC 197-11-800(19) applies to SMC Sections 17C.110.225 Accessory Structures; 17C.120.580 Plazas and Other Open Spaces; 17C.230.145 Development Standards for Residential Uses; 17C.240.250 Off-Premises Signs; 17G.080.040 Short Subdivisions.

- J. A legal notice of public hearing was published in the *Spokesman-Review* on August 30, 2023 and September 6, 2023.
- K. The proposed text amendments were drafted and reviewed consistent with the requirements of RCW 36.70A.370 to assure protection of private property rights.
- L. Amendments to the Unified Development Code Title 17 are subject to the review and recommendation by the City of Spokane Plan Commission.
- M. The Plan Commission held a public hearing on September 13, 2023, to obtain public comments on the proposed amendments. No comments were received.
- N. The City of Spokane Plan commission adopts the findings and analysis set forth in the staff report prepared for the proposal.
- O. The City of Spokane Plan Commission finds that the proposed text amendments meet the decision criteria established in SMC 17G.025.010(G).

CONCLUSIONS:

Based upon the draft text amendments, staff report and analysis (which is hereby incorporated into these findings, conclusions, and recommendations), SEPA review, agency and public comments received, and public testimony presented, the Spokane Plan Commission makes the following conclusions with respect to the proposed Paper Cuts Summer 2023 Code Amendments:

1. The Plan Commission finds that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment pursuant to the requirements outlined in SMC 17G.025.010(G).
2. The proposed text amendments will implement the goals and policies of the City of Spokane Comprehensive Plan.
3. Interested agencies and the public have had opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.
4. The Plan Commission finds that the proposed amendments are consistent with the applicable provisions of the Comprehensive Plan.

RECOMMENDATION:

In the matter of the ordinances pertaining to the proposed text amendments, amending the Unified Development Code of the City of Spokane.

As based on the above listed findings and conclusions, by unanimous vote of eight in favor to zero not in favor, the Spokane Plan Commission takes the following actions:

1. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17C.110.225 Accessory Structures.
2. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17C.120.580 Plazas and Other Open Spaces.

3. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17C.230.145 Development Standards for Residential Uses.
4. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17C.240.250 Off-premises Signs.
5. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17C.250.020 Dimensional Standards.
6. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17G.080.040 Short Subdivisions.
7. Authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Plan Commission's findings, conclusions, and recommendations on the proposed amendments.

Greg Francis

[Greg Francis \(Sep 14, 2023 18:49 PDT\)](#)

Greg Francis, President
Spokane Plan Commission

Date: Sep 14, 2023

PC Findings and Conclusions Summer 2023 Paper Cuts

Final Audit Report

2023-09-15

Created:	2023-09-14
By:	Ryan Benzie (rbenzie@spokanecity.org)
Status:	Signed
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"PC Findings and Conclusions Summer 2023 Paper Cuts" History

 Document created by Ryan Benzie (rbenzie@spokanecity.org)


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 Document e-signed by Greg Francis (gfrancis@spokanecity.org)

Signature Date: 2023-09-15 - 1:49:29 AM GMT - Time Source: server

 Agreement completed.

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STAFF REPORT

PLANNING AND ECONOMIC DEVELOPMENT SERVICES DEPARTMENT

To:	City Plan Commission	
Subject:	Paper Cuts Code Amendments	
Staff Contact:	Tyler Kimbrell Planner II tkimbrell@spokanecity.org	Spencer Gardner Planning Director sgardner@spokanecity.org
Report Date:	August 30, 2023	
Hearing Date:	September 13, 2023	
Recommendation:	Approval	

I. SUMMARY

Paper Cuts Code amendments for SMC 17C.110.225 Accessory Structures; SMC 17C.120.580 Plazas and Other Open Spaces; SMC 17C.230.145 Development Standards for Residential Uses; SMC 17C.240.250 Off-premises Signs; SMC 17C.25.020 Dimensional Standards; and, SMC 17G.080.040 Short Subdivisions. See **Exhibit A** for the proposed text amendments.

II. BACKGROUND

Paper Cuts Code Amendments are revisions to the Unified Development Code (UDC) identified by staff that clarify or make minor changes. These changes are intended to be minor in nature to improve the enforcement of development regulations that improve the quality of life for Spokane residents and improve processing of applications for the development community. Corrections and clarification of code will permit the Development Services Center to communicate development regulations more clearly to applicants.

III. PROCESS

DEVELOPMENT CODE AMENDMENT PROCEDURE

Article III Section 21, Amendments and Repeals, of the City of Spokane Charter provides for the ability of amendments of the Charter and Spokane Municipal Code through ordinances. Title 17 is known as the Unified Development Code (UDC) and is incorporated into the Spokane Municipal Code to implement the City's Comprehensive Plan, and by reference, the requirements of the Washington State Growth Management Act (GMA). Section [17G.025.010](#) establishes the procedure and decision criteria that the City uses to review and amend the UDC. The City may approve amendments to the UDC if it is found that a proposed amendment is consistent with the provisions of the Comprehensive Plan, and bears a substantial relation to public health, safety, welfare, and protection of the environment.

Role of the City Plan Commission

The proposed text amendments require a review process set forth in Section 17G.025.010(F) SMC. The Plan Commission is responsible for holding a public hearing and forwarding its findings, conclusions, and recommendations to the City Council. Utilizing the decision criteria in 17G.025 SMC, the Plan Commission may recommend approval, modification, or denial of the proposal.

The Plan Commission may incorporate the facts and findings of the staff report as the basis for its recommendation to the City Council or may modify the findings as necessary to support their final recommendation.

Role of City Council

The City Council will also conduct a review process considering the proposed text amendment, public comments and testimony, the staff report, and the Plan Commission's recommendation. The final decision to approve, modify, or deny the proposed amendment rests with the City Council. Proposals adopted by ordinance after public hearings are official amendments to the Spokane Municipal Code.

COMMUNITY ENGAGEMENT

Plan Commission workshop	July 26, 2023
SEPA Determination of Non-significance for Dimensional Standards issued	August 30, 2023
Plan Commission Public Hearing	Sept 13, 2023

SEPA REVIEW

As outlined in Section 17G.025.010 SMC, notices of proposals to amend the UDC are distributed and interested parties should be made aware of such proposals during the Plan Commission review, including the SEPA checklist and determination. Similarly, a public notice published in the *Spokesman-Review* fourteen days prior to the Plan Commission public hearing is required.

This proposal was properly noticed pursuant to Section 17G.025.010(E). See **Exhibit B** for the SEPA Determination of Non-significance issued on August 30, 2023 for the amendments related to dimensional standards.

COMMENTS RECEIVED

- No comments were received as of September 5, 2023. All comments received between September 6, 2023 and September 13, 2023 will be forwarded to the Plan Commission prior to their public hearing.

IV. ANALYSIS

PROPOSAL DESCRIPTION

Code amendments:

- SMC 17C.110.225 Accessory Structures
 - Amending SMC 17C.110.225(4)(a) clarifying that the covered detached accessory structures are not allowed in the required front building setbacks and are only allowed in the side setback with a signed waiver for the neighboring property owner.
- SMC 17C.120.580 Plazas and Other Open Spaces
 - Amending SMC 17C.120.580(B)(1) removing the requirement for renovated buildings over forty thousand square feet to have an open space or plaza near the main entrances.
- SMC 17C.230.145 Development Standards for Residential Uses
 - Amending SMC 17C.230.145(C)(1) & SMC 17C.230.145(C)(2) to clarify that no parking is allowed within the first twenty feet of the front lot line or within the side street lot line setbacks.
- SMC 17C.240.250 Off-premises Signs
 - Amending SMC 17C.240.250(B)(2) to align the public works exception with the SMC 17C.240.280 by clarifying that a legal non-conforming off-premise sign loses its legal status after 6 months of inactivity.
- SMC 17C.250.020 Dimensional Standards
 - Amending SMC 17C.250.020(A) to add Essential Public Facilities as defined in SMC 17C.190.530 to the exception list for the dimensional standards.
- SMC 17G.080.040 Short Subdivisions
 - Amending SMC 17G.080.040(B)(2)(e) to correct a spelling error.

IMPLEMENTATION OF COMPREHENSIVE PLAN GOALS AND POLICIES

Section [17G.025.010](#) SMC establishes the review criteria for text amendments to the Unified Development Code. In order to approve a text amendment, City Council shall consider the findings and recommendations of the Plan Commission along with the approval criteria outlined in the Code. The applicable criteria are shown below in *bold and italic* with staff analysis following the complete list. Review of the Comprehensive Plan goals and policies indicates that the proposal meets the approval criteria for internal consistency set forth in SMC 17G.025.010(G).

17G.025.010(G) Approval criteria

1. The proposed amendment is consistent with the applicable provisions of the comprehensive plan.

Staff Analysis: The proposed amendments do not alter the outcomes of the Unified Development Code (UDC) and therefore remains consistent with the various comprehensive plan goals of managing land use in an efficient manner. Furthermore, clarifying or correcting errors in the UDC helps further goals of transparency in government.

2. The proposed amendment bears a substantial relation to public health, safety, welfare, and protection of the environment.

Staff Analysis: The purpose of development regulations in the UDC is to provide a vehicle to implement the City's comprehensive plan, and by reference, the requirements of the Washington State Growth Management Act (GMA). The UDC includes community goals that bears a substantial relation to public health, safety, welfare, and protection of the environment and the proposed amendments to clarify or correct errors to the code language help further implement those goals.

V. DISCUSSION

The proposed text amendments clarify and correct errors within the UDC ensuring that the implementation and enforcement of the development regulations are more straightforward for City staff. The amendments also provide clarity for applicants as to what is expected for land use and building applications.

VI. CONCLUSION

Based on the facts and findings presented herein, staff concludes that the requested text amendments to the Unified Development Code satisfy the applicable criteria for approval as set forth in SMC Section 17G.025.010. To comply with RCW 36.70A.370 the proposed text amendments have been evaluated to ensure proposed changes do not result in unconstitutional takings of private property.

VII. STAFF RECOMMENDATION

Following the close of public testimony and deliberation regarding conclusions with respect to the review criteria and decision criteria detailed in SMC 17G.025.010, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested code amendments to the Unified Development Code.

Staff **recommends approval** of the requested text amendments to SMC 17C.110.225 Accessory Structures; SMC 17C.120.580 Plazas and Other Open Spaces; SMC 17C.230.145 Development Standards for Residential Uses; SMC 17C.240.250 Off-premises Signs; SMC 17C.25.020 Dimensional Standards; and, SMC 17G.080.040 Short Subdivisions and recommends that the Plan Commission adopt the facts and findings of the staff report.

VIII. LIST OF EXHIBITS

- A. Proposed text amendments
- B. SEPA Determination of Non-significance for Dimensional Standards

EXHIBIT A

Section 17C.110.225 Accessory Structures

A. Purpose.

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

B. General Standards.

1. Accessory structures are allowed on a lot only in conjunction with a primary building, and may not exist on a lot prior to the construction of the primary structure, except as allowed by subsection (B)(2) of this section.
2. An accessory structure that becomes the only structure on a lot as the result of a land division may remain on the lot if the owner has submitted a financial guarantee to the City for the cost of demolition and removal of the structure. The financial guarantee will be used by the City if the owner has not removed the accessory structure if, within one year of final plat approval or boundary line adjustment (BLA), a primary structure has not been built and received final inspection. The financial guarantee must be accepted by the City prior to approval of the final plat or boundary line adjustment.
3. An accessory structure shall not contain a kitchen or space for living, sleeping, eating, or cooking unless it is approved as an accessory dwelling unit under chapter 17C.300 SMC.

C. Setbacks.

1. Mechanical Structures.

Mechanical structures are items such as heat pumps, air conditioners, emergency generators, and water pumps.

a. Front Setback Standard.

Mechanical structures are not allowed in required front building setbacks.

b. Side and Rear Setback Standard.

Mechanical structures are allowed inside and rear building setbacks if the structure is no more than forty-eight inches high.

2. Vertical Structures.

Vertical structures are items such as flagpoles, trellises and other garden structures, radio antennas, satellite receiving dishes and lampposts. Fences are addressed in SMC 17C.110.230. Sign standards are in chapter 17C.240 SMC, Signs.

a. Setback Standard.

Vertical structures are allowed in required side and rear building setbacks if they are no larger than four feet in width, depth or diameter and no taller than seven feet. If they are larger or taller, they are not allowed in required building setbacks. Trellises and other gate features are allowed in front yard if they are no larger than four feet in width, depth or diameter and no taller than seven feet and do not conflict with the clear view triangle provisions under SMC 17C.110.230, Fences.

3. Uncovered Horizontal Structures.

Uncovered horizontal structures are items such as decks, stairways, entry bridges, wheelchair ramps, swimming pools, hot tubs, tennis courts, and boat docks that are not covered or enclosed.

a. Setback Standard.

i. Projection Allowed.

The following structures are allowed in required building setbacks, as follows:

- A. Structures that are no more than two and one-half feet above the ground are allowed in side and rear building setbacks. Handrails required by the IBC/IRC are not included in the maximum height.
- B. On lots that slope down from the street, vehicular or pedestrian entry bridges that are no more than two and one-half feet above the average sidewalk elevation are allowed in all building setbacks; and
- C. Stairways and wheelchair ramps that lead to one entrance on the street-facing facade of a building are allowed in street setbacks.

4. Covered Accessory Structures.

Covered accessory structures are items such as greenhouses, storage buildings (not used to cover motor vehicles), sheds, covered decks, covered porches, gazebos, and covered recreational structures.

a. Setback Standard.

i. Front Setback.

Covered accessory structures are not allowed in the required front building setbacks.

ii. Side Setback.

Covered detached accessory structures are not allowed in the required side building setback without a signed waiver from the neighboring property owner.

Covered attached accessory structures are not allowed in the required side building setback.

5. Detached Accessory Structures.

Detached accessory structures are garages, carports, and other structures utilized to cover motorized vehicles.

a. Setback Standard.

A detached accessory structure is not allowed in the front building setback. A detached accessory structure is not allowed in the required side building setback without a signed waiver from the neighboring property owner. A detached accessory structure that has an entrance, which faces a street, is required to be setback twenty feet from the property line or from the back of the sidewalk, as stated in Table 17C.110-3.

b. Detached accessory structures may be built to the rear property line, unless parking in front of the structure is proposed, then the structure is required to be built a minimum of eighteen feet from the edge of the alley tract, easement, or right-of-way.

6. Attached Accessory Structures.

Accessory structures are garages, carports or other structures utilized to cover motorized vehicles that are connected by a common wall to the primary structure.

a. Setback Standard.

An attached accessory structure is not allowed in the front building setback. An attached accessory structure that has an entrance which faces a street is required to be setback twenty feet from the property line as stated in Table 17C.110-3.

b. Attached accessory structures may be built to within five feet of the rear property line, unless parking in front of the structure is proposed, then the structure is required to be built a minimum of eighteen feet from the edge of the alley tract, easement or right-of-way.

D. Building Coverage.

1. Except as provided in subsection (2) of this subsection (D), the combined building coverage of all detached accessory structures and covered accessory structures may not exceed fifteen percent of the total area of

the site, and when combined with all other structures on-site shall not exceed the maximum building coverage of the base zone.

2. On lots smaller than five thousand five hundred square feet with an accessory dwelling unit, combined building coverage of all detached accessory structures and covered accessory structures may not exceed twenty percent of the total area of the site, and when combined with all other structures on-site shall not exceed the maximum building coverage of the base zone.

E. Building Height.

The building height of detached accessory structures and covered accessory structures is listed in Table 17C.110-3. Accessory structures, which contain an ADU over a garage, are subject to the height limitations in chapter 17C.300 SMC, Accessory Dwelling Units.

[keep table 17C.110.225-1]

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Section 17C.120.580 Plazas and Other Open Spaces

A. Purpose.

To provide a pedestrian-friendly environment by creating a variety of usable and interesting open spaces within private development.

B. Plazas and Other Open Spaces Implementation.

1. New ~~or renovated~~ buildings over forty thousand square feet shall have plazas, courtyards or other pedestrian spaces at or near their main entrances. (R)
2. Plazas and other open spaces shall be a minimum of one square foot of plaza per one hundred square feet of building area. This area may count toward the interior landscaping required. (P)
3. Plazas, courtyards and other pedestrian space shall include at least three of the following: (P)
 - a. Special interest landscape.
 - b. Pedestrian scale bollard or other accent lighting.
 - c. Special paving, such as colored/stained concrete, brick or other unit paver.
 - d. Artwork.
 - e. Seating, such as benches, tables, or low seating walls.
 - f. Water feature.

[keep images]

Section 17C.230.145 Development Standards for Residential Uses

A. Purpose

The size and placement of vehicle parking areas are regulated in order to enhance the appearance of neighborhoods.

[keep image]

B. Structures These Regulations Apply To

The regulations of this section apply to residential uses in the RA, RSF, RTF, RMF, RHD, FBC CA4 zones. The regulations apply to required and excess parking areas. Parking for mobile home parks is regulated in chapter 17C.345 SMC, Manufactured Homes and Manufactured Home Parks.

C. Parking Area Locations

1. ~~Required Parking.~~ Required parking spaces are not allowed within the first twenty feet from a front lot line or within side street lot line setback.

~~2. Non-required Parking.~~

~~Non-required parking spaces for personal passenger vehicles may be located in the first twenty feet from a front lot line or the side lot line setback in a driveway. The vehicle cannot overhang or block the sidewalk.~~

32. Utility trailers, motorized recreation vehicles and non-motorized accessory recreational vehicles cannot be stored in the first twenty feet from the front lot line nor the side street line.

43. Driveway Width

[keep image]

a. In the RA and RSF zones, no more than forty percent of the land area between the front lot line and the front building line may be paved or used for vehicle areas. In addition, on corner lots, no more than twenty percent of the land area between the side street lot line and the side street building line may be paved or used for vehicle areas. As an exception to the area limitations in this subparagraph, a lot is allowed at least a nine-foot wide vehicle area.

b. In the RTF, RMF, RHD, FBC CA4 zones, no more than twenty percent of the land area between the front lot line and the front building line may be paved or used for vehicle areas. In addition, on corner lots no more than twenty percent of the land area between the side street lot line and the side street building line may be

paved or used for vehicle areas. As an exception to the area limitations in this paragraph, a lot is allowed at least a nine-foot wide vehicle area.

c. Exception.

Driveway coverage in the residential zones may exceed the size limitations of (4)(a) and (4)(b) above when the subject property is located on a principal arterial and the increase in site coverage is due to inadequate maneuvering area for the safe exit of vehicles from the site. The exception to driveway coverage is reviewed by the engineering services department as a portion of the driveway access permit.

54. Parking in Garages.

Parking in garages is subject to the garage setback standards of the base zone, overlay zone or plan district.

D. Parking Space Sizes

A parking space must be at least nine feet by eighteen feet. The minimum driveway width on private property is nine feet.

E. Paving

1. Generally.

All driveways and parking areas must be covered in an all weather surface.

2. Exceptions.

a. Gravel surfaces may be approved by engineering services when the abutting street is not paved, and the applicant executes a covenant agreeing to pave the area if the street is paved in the future.

b. Utility trailers, motorized recreational vehicles and non-motorized accessory recreational vehicles may be stored on unpaved surfaces. A gravel surface is not required.

Section 17C.240.250 Off-premises Signs

- A. No new off-premises signs may be constructed, on any site.
- B. Off-premises signs now in existence in any zone, meeting the requirements of 17C.240.280, are considered nonconforming uses and may remain, subject to the following restrictions:
 - 1. A nonconforming off-premises sign may not be increased in size or elevation, relocated to another site or to a new location on the same site or expanded, enlarged, or extended in any way, including, but not limited to, the addition of advertising faces or the addition of rotating faces with movable panels designed to create additional advertising, except as provided for in the public works exception below.
 - 2. Public Works Exception.

A legal, non-conforming off-premises sign ~~that is allowed to remain in conformance with this section~~ shall be allowed to be relocated if necessitated for the accomplishment of a governmental public works project. The relocation of an off-premises sign under this exception must occur within six (6) months of removal or its legal, non-conforming status shall be discontinued pursuant to SMC 17C.240.280. ~~This r~~Relocation of these off-premises signs for public works projects shall be subject to the limitations in subsections (a) through (f) below:

- a. No increase in square footage of off-premises sign copy shall be permitted. These signs shall be replaced at the same size they existed at immediately prior to relocation.
- b. No additional sign faces shall be added.
- c. No increase in height of the existing off-premises sign shall be permitted except where needed to provide for minimum height clearance (from the ground to the bottom of the off-premises signs) to comply with roadway safety.
- d. The off-premises sign shall be relocated along the same roadway it was removed from in the geographical vicinity and shall comply with the Scenic Vistas Act of 1971 (chapter 47.42 RCW and chapter 468-66 WAC) if located along a state highway. For purposes of this provision, the term “roadway” shall apply to both directions of a couplet.
- e. The off-premise sign shall not be relocated to a site with a Residential, Neighborhood Retail, or Center and Corridor zoning designation including CA zones, or located within an historic district, regardless of the zoning or district of the original sign location.

- f. The relocation of the off-premises sign shall be subject to all current City of Spokane rules, regulations, and procedures relating to the regulation and control of signs, excepting size, height, and off premise advertising limitations.
3. A nonconforming off-premises sign may not be structurally altered. Structural alterations mean alterations to, including replacement of, either the off-premises sign face, or the supporting structure. Normal maintenance and repair including painting, cleaning, or replacing damaged parts of the off-premises sign, shall not be considered a structural alteration.
4. Any nonconforming off-premises sign which deteriorates, is damaged or destroyed by fire, explosion, wind, act of nature, failure to maintain or other accidental means may be restored if the cost thereof does not exceed fifty percent of its replacement cost. Off-premises signs damaged in an amount in excess of fifty percent of replacement cost shall be removed.
5. All nonconforming off-premises signs shall be kept in good repair and maintained in a neat, clean, attractive and safe condition. Any work required to repair or maintain an off-premises sign shall be completed promptly so long as the off-premises sign is not structurally altered, and so long as the cost of such repair and/or maintenance does not exceed fifty percent of the cost of replacing the off-premise sign.

Section 17C.250.020 Dimensional Standards

A. Applicability.

The standards of this section apply to buildings and structures over seventy feet tall.

The dimensional standards ~~in SMC 17C.250.020~~of this section do not apply to the following:

1. ~~m~~Medical ~~e~~Centers as defined in SMC 17C.190.450;
2. ~~and other~~ buildings within six hundred feet of ~~medical~~Medical centers Centers(SMC 17C.190.450); and
3. Essential Public Facilities as defined in SMC 17C.190.530.

~~The following standards apply to buildings and structures over seventy feet tall.~~

BA. Upper Story Setback.

All floors above seventy feet shall be setback from all street lot lines a minimum of twenty feet.

CB. Maximum Floor Area per Floor.

All floors above seventy feet shall have a maximum floor area of twelve thousand square feet.

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DE. Maximum Tower Dimension.

All floors above seventy feet shall have a maximum floor dimension of one hundred fifty feet.

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Section 17G.080.040 Short Subdivisions

A. Predevelopment Meeting

A predevelopment meeting is required if the proposal is located in the central business district, unless waived by the director, and is recommended for all other proposals prior to submittal of the application. The purpose of a predevelopment meeting is to acquaint the applicant with the applicable provisions of this chapter, minimum submission requirements and other plans or regulations, which may impact the proposal.

B. Preliminary Short Plat Application and Map Requirements

1. Applications for approval of a preliminary short subdivision shall be filed with the director. All applications shall be submitted on forms provided for such purpose by the department. The director may waive specific submittal requirements determined to be unnecessary for review of the application. The application shall include the following:

- a. The general application.
- b. The supplemental application.
- c. The environmental checklist, if required under chapter 17E.050 SMC.
- d. Title report no older than thirty days from issuance from the title company.
- e. The filing fees as required under chapter 8.02 SMC.
- f. The required number of documents, plans or maps drawn to a minimum scale of one inch equals one hundred feet, on a sheet twenty-four by thirty-six inches, as set forth in the application checklist.
- g. A written narrative identifying consistency with the applicable policies, regulations and criteria for approval of the permit requested; and
- h. Additional application information which may be requested by the permitting department and may include, but is not limited to, the following: geotechnical studies, hydrologic studies, critical area studies, noise studies, air quality studies, visual analysis and transportation impact studies.
- i. One copy of the predevelopment conference notes (if applicable); and
- j. One copy of the notification district map.

2. Contents of Preliminary Short Plat Map

The preliminary short plat shall be prepared by a land surveyor and shall show the following:

- a. Plat name and the name of any subdivision to be replatted.
- b. The name, mailing address and phone number of the owner and the person with whom official contact should be made regarding the application.
- c. Surveyor's name, mailing address and phone number.
- d. Legal description.
- e. Section, township and range
- f. Vicinity map.
- g. North arrow, scale and date.
- h. Datum plane.
- i. Acreage.
- j. Number of lots and proposed density.
- k. Zoning designation.
- l. The boundary lines of the proposed subdivision.
- m. City limits and section lines.
- n. Park or open space (if proposed).
- o. Existing topography at two-foot maximum interval.
- p. The boundaries and approximate dimensions of all blocks and lots, together with the numbers proposed to be assigned each lot and block, and the dimensions, square footage and acreage of all proposed lots and tracts.
- q. Proposed names of streets.
- r. The location and widths of streets, alleys, rights-of-way, easements (both public and private), turn around and emergency access, parks and open spaces.
- s. Conditions of adjacent property, platted or unplatted, and if platted, giving the name of the subdivision. If the proposed short plat is the subdivision of a portion of an existing plat, the approximate lines of the existing plat are to be shown along with any and all recorded covenants and easement
- t. The names and address of the record owners and taxpayers of each parcel adjoining the subdivision.
- u. Indicate any street grades in excess of eight percent.

- v. The location and, where ascertainable, sizes of all permanent buildings, wells, wellhead protection areas, sewage disposal systems, water courses, bodies of water, flood zones, culverts, bridges, structures, overhead and underground utilities, railroad lines, and other features existing upon, over or under the land proposed to be subdivided, and identifying any which are to be retained or removed.
- w. Proposed one-foot strips for right-of-way conveyed to the City, in cases where a proposed public street or alley abuts unplatted land.
- x. If a body of water forms the boundary of the plat, the ordinary high water mark as defined in chapter 90.58 RCW.
- y. Critical areas as defined in chapters 17E.020, 17E.030, 17E.070 and 17G.030 SMC.
- z. Significant historic, cultural or archaeological resources; and
- aa. If the proposal is located in an irrigation district, the irrigation district name.

C. Review of Preliminary Short Plat

1. The application shall be reviewed in accordance with the procedures set forth in chapter 17G.060 SMC for a Type II application, except an application that meets the requirements for minor engineering review as provided in subsection (2) of this section shall be excluded from the public notice requirements contained in SMC 17G.060.110 through 17G.060.120 and public comment period under SMC 17G.060.130.

2. Minor Engineering Review.

A preliminary short plat application may qualify for a minor engineering review if it meets all of the following conditions:

- a. The application is categorically exempt from chapter 43.21C RCW (SEPA);
- b. There is direct water and sewer main lot frontage on an existing and improved public right-of-way;
- c. No extensions of public water, sewer, or other utility services will be needed;
- d. No public easements for water, sewer, or other utility service exists on the lot;
- e. The lot is not situated in a Special Drainage District as defined in SMC 17D.060.130; and
- f. Public utility mains do not exist on the lot.

D. Public Notice

All public notice of the application shall be given in accordance with the procedures set forth in chapter 17G.060 SMC for a Type II application, except a short plat that meets the requirements for minor engineering review as provided in subsection (C)(2) of this section shall not require a notice of application.

E. Preliminary Short Plat Approval Criteria

Prior to approval of a short plat application, the director shall find the application to be in the public use and interest, conform to applicable land use controls and the comprehensive plan of the City, and the approval criteria set forth in chapter 17G.060 SMC. The director has the authority to approve or disapprove a proposed preliminary short plat under the provisions of this chapter, subject to appeal as provided in chapters 17F.050 and 17G.060 SMC.

F. Final Short Plat Review Procedure

1. The subdivider shall submit to the director for review the following:
 - a. A final short plat, prepared by a registered land surveyor licensed in the state of Washington, consistent with the approved preliminary short plat.
 - b. A title report less than thirty days old confirming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication.
 - c. Covenants, conditions and restrictions, if applicable; and
 - d. Fees pursuant to chapter 8.02 SMC.
2. Within thirty days, unless the applicant has consented to a longer period of time, of receipt of a proposed final short plat, the director shall review the plat for conformance with all conditions of the preliminary short plat approval, the requirements of this chapter and that arrangements have been made to insure the construction of required improvements. If all such conditions are met, the director shall approve the final short plat and authorize the recording of the plat. If all conditions are not met, the director shall provide the applicant in writing a statement of the necessary changes to bring the final short plat into conformance with the conditions.
 - a. If the final short plat is required to be resubmitted, the subdivider is required to provide the following:
 - b. A cover letter addressing the corrections, additions or modifications required.
 - c. Title report no older than thirty days from issuance of a title company conforming that the title of the lands as described and

shown on said plat is in the name of the owners signing the certificate or instrument of dedication; and

- d. The required number of copies of the corrected final short plat map.
- 3. If the final short plat is approved, the surveyor causes the plat to be signed by the Spokane county treasurer and file of record with the Spokane county auditor. The surveyor is required to file the appropriate number of mylar and bond copies of the recorded short plat with the director.

G. Final Short Plat Map Requirements

The subdivider shall submit to the director a final short plat in the same form and with the same content as the preliminary short plat, as provided in subsections (B)(1) and (2) of this section, with the following exceptions or additional requirements:

- 1. A final short plat shall contain all the information required of the preliminary plat, except the following:
 - a. Show existing buildings.
 - b. Show existing utility lines and underground structures.
 - c. Show the topographical elevations; or
 - d. Contain the names and addresses of adjoining landowners.
- 2. The final short plat shall include the following:
 - a. Surveyor's certificate, stamp, date and signature, as follows:

The following land surveyor's certificate to be shown on each sheet of the plat: "I, _____ registered land surveyor, hereby certify the plat of _____, as shown hereon, is based upon actual field survey of the land described and that all angles, distances, and courses are correctly shown and that all non fronting lot corners are set as shown on the plat. Monuments and fronting lot corners shall be set upon completion of the utility and street improvements.

Signed _____ (Seal)"
 - b. A certification by the city treasurer, as applicable:
 - i. "I hereby certify that the land described by this plat, as of the date of this certification, is not subject to any local improvement assessments. Examined and approved, this _____ day of _____, 20__.

City of Spokane Treasurer”

- ii. “I hereby certify that the land described by this plat, as of the date of this certificate, is not subject to any delinquent local improvement assessment. Future installments, if any, shall remain due and payable and it shall be the responsibility of the owners to initiate the segregation of the LID assessment. Examined and approved, this ____ day of _____, 20__.

City of Spokane Treasurer”

- iii. “A preliminary local improvement assessment exists against this property. It shall be the responsibility of the owner’s to initiate the segregation of the LID assessment. After this assessment is finalized, it shall be due and payable. Examined and approved this ____ day of _____, 20__.

City of Spokane Treasurer”

- c. The certification by the planning director, as follows:

“This plat has been reviewed on this ____ day of _____, 20__ and is found to be in full compliance with all the conditions of approval stipulated in the Hearing Examiner’s/Planning Director’s approval of the preliminary plat # - -PP/SP.

City of Spokane Planning Director”

- d. The certification by the city engineer, as follows:

“Approved as to compliance with the survey data, the design of public works and provisions made for constructing the improvements and permanent control monuments this ____ day of _____, 20__.

City of Spokane Engineer”

- e. The certification by the Spokane county treasurer, as follows:

“I hereby certify that the land described in this plat, as of the date of this certification, is not subject to any outstanding fees or assessments. Examined and approved ____ day of _____, 20__.

Spokane County Treasurer”

- f. The certification by the Spokane county auditor on each page of the final short plat including the time, date, book and page number of the recording of the final mylar.
- g. Signature of every owner certifying that:
 - i. the plat is made with the free consent and in accordance with the desires of the owners of the land;
 - ii. the owners are the owners of the property and the only parties having interest in the land and is not encumbered by any delinquent taxes or assessments;
 - iii. the owners adopt the plan of lots, blocks and streets shown;
 - iv. owner dedicates to the City and the City’s permittees the easements shown for utilities and cable television purposes;
 - v. owner dedicates to the City the streets, alleys and other public places, including slope and construction easements and waives all claims for damages against any governmental authority including, without limitation, the City which may be occasioned to the adjacent land by the establishment, construction, drainage and maintenance of any public way so dedicated; and
 - vi. owner conveys to the City as general City property the buffer strips adjoining unplatted property.
- h. The drawing shall:
 - i. be a legibly drawn, printed or reproduced permanent map;
 - ii. if more than one sheet is required, each sheet shall show sheet numbers for the total sheets;
 - iii. have margins that comply with the standards of the Spokane county auditor;
 - iv. show in dashed lines the existing plat being replatted, if applicable;
 - v. show monuments in accordance with SMC 17G.080.020(H)(1);
 - vi. include any other information required by the conditions of approval; and
 - vii. include any special statements of approval required from governmental agencies, including those pertaining to flood

hazard areas, shorelines, critical areas and connections to adjacent state highways.

H. Filing.

Once the final plat has been reviewed, approved and signed by the applicable departments, the applicant shall file the final short plat with the county auditor within ten days of approval. No permits shall be issued for a proposed lot until the required conformed copies of the short plat have been submitted to the planning services department.

I. Redivision.

No land within the boundaries of a short subdivision may be further divided in any manner which will create additional lots within a period of five years except by subdivision in accordance with SMC 17G.080.050

EXHIBIT B



NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(s): Dimensional Standards Amendment (non-project)

PROPONENT: City of Spokane

DESCRIPTION OF PROPOSAL: This proposal will amend the Spokane Municipal Code (SMC) Section 17C.250.020 to reorganize the section for improved clarity and to include an exemption for Essential Public Facilities as defined in SMC 17C.190.530.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: This proposal has a City-wide impact.

LEAD AGENCY: City of Spokane

DETERMINATION:

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW [43.21C.030\(2\)\(c\)](#). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

- There is no comment period for this DNS.
- This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). **Comments regarding this DNS must be submitted no later than 4:00 p.m. on September 13, 2023 if they are intended to alter the DNS.**

Responsible Official: Spencer Gardner **Position/Title:** Director, Planning Services

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201 **Phone:** 509-625-6097

Date Issued: August 30, 2023 **Signature:** 

APPEAL OF THIS DETERMINATION

After a determination has become final, appeal may be made to:

Responsible Official: City of Spokane Hearing Examiner

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201

Email: hearingexaminer@spokanecity.org **Phone:** 509-625-6010

Deadline: 21 days from the date of the signed DNS
12:00 p.m. on September 20, 2023



The appeal must be on forms provided by the Responsible Official, and make specific factual objections. Appeals must be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.






SEPA City Nonproject DNS Dimensional Standards Amendment

Final Audit Report

2023-08-16

Created:	2023-08-16
By:	Tyler Kimbrell (tkimbrell@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZJOdZWxpMUsVPrXZ3o_hCQQJo1qSwKFz

"SEPA City Nonproject DNS Dimensional Standards Amendment" History

-  Document created by Tyler Kimbrell (tkimbrell@spokanecity.org)
2023-08-16 - 6:11:57 PM GMT
-  Document emailed to Spencer Gardner (sgardner@spokanecity.org) for signature
2023-08-16 - 6:12:18 PM GMT
-  Email viewed by Spencer Gardner (sgardner@spokanecity.org)
2023-08-16 - 6:21:48 PM GMT
-  Document e-signed by Spencer Gardner (sgardner@spokanecity.org)
Signature Date: 2023-08-16 - 6:21:58 PM GMT - Time Source: server
-  Agreement completed.
2023-08-16 - 6:21:58 PM GMT

ORDINANCE NO _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the City of Spokane Does ordain:

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

A. Purpose.

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

B. General Standards.

1. Accessory structures are allowed on a lot only in conjunction with a primary building, and may not exist on a lot prior to the construction of the primary structure, except as allowed by subsection (B)(2) of this section.
2. An accessory structure that becomes the only structure on a lot as the result of a land division may remain on the lot if the owner has submitted a financial guarantee to the City for the cost of demolition and removal of the structure. The financial guarantee will be used by the City if the owner has not removed the accessory structure if, within one year of final plat approval or boundary line adjustment (BLA), a primary structure has not been built and received final inspection. The financial guarantee must be accepted by the City prior to approval of the final plat or boundary line adjustment.
3. An accessory structure shall not contain a kitchen or space for living, sleeping, eating, or cooking unless it is approved as an accessory dwelling unit under [chapter 17C.300 SMC](#).

C. Setbacks.

1. Mechanical Structures.

Mechanical structures are items such as heat pumps, air conditioners, emergency generators, and water pumps.

a. Front Setback Standard.

Mechanical structures are not allowed in required front building setbacks.

b. Side and Rear Setback Standard.

Mechanical structures are allowed inside and rear building setbacks if the structure is no more than forty-eight inches high.

2. Vertical Structures.

Vertical structures are items such as flagpoles, trellises and other garden structures, radio antennas, satellite receiving dishes and lampposts. Fences are addressed in [SMC 17C.110.230](#). Sign standards are in [chapter 17C.240 SMC](#), Signs.

a. Setback Standard.

Vertical structures are allowed in required side and rear building setbacks if they are no larger than four feet in width, depth or diameter and no taller than seven feet. If they are larger or taller, they are not allowed in required building setbacks. Trellises and other gate features are allowed in front yard if they are no larger than four feet in width,

depth or diameter and no taller than seven feet and do not conflict with the clear view triangle provisions under [SMC 17C.110.230](#), Fences.

3. Uncovered Horizontal Structures.

Uncovered horizontal structures are items such as decks, stairways, entry bridges, wheelchair ramps, swimming pools, hot tubs, tennis courts, and boat docks that are not covered or enclosed.

a. Setback Standard.

i. Projection Allowed.

The following structures are allowed in required building setbacks, as follows:

- A. Structures that are no more than two and one-half feet above the ground are allowed in side and rear building setbacks. Handrails required by the IBC/IRC are not included in the maximum height.
- B. On lots that slope down from the street, vehicular or pedestrian entry bridges that are no more than two and one-half feet above the average sidewalk elevation are allowed in all building setbacks; and
- C. Stairways and wheelchair ramps that lead to one entrance on the street-facing facade of a building are allowed in street setbacks.

4. Covered Accessory Structures.

Covered accessory structures are items such as greenhouses, storage buildings (not used to cover motor vehicles), sheds, covered decks, covered porches, gazebos, and covered recreational structures.

a. Setback Standard.

i. Front Setback

Covered accessory structures are not allowed in the required front building setbacks.

ii. Side Setback

Covered detached accessory structures are not allowed in the required side building setback without a signed waiver from the neighboring property owner.

Covered attached accessory structures are not allowed in the required side building setback.

5. Detached Accessory Structures.

Detached accessory structures are garages, carports, and other structures utilized to cover motorized vehicles.

a. Setback Standard.

A detached accessory structure is not allowed in the front building setback. A detached accessory structure is not allowed in the required side building setback without a signed waiver from the neighboring property owner. A detached accessory structure that has an entrance, which faces a street, is required to be setback twenty feet from the property line or from the back of the sidewalk, as stated in [Table 17C.110-3](#).

- b. Detached accessory structures may be built to the rear property line, unless parking in front of the structure is proposed, then the structure is required to be built a minimum of eighteen feet from the edge of the alley tract, easement, or right-of-way.

6. Attached Accessory Structures.

Accessory structures are garages, carports or other structures utilized to cover motorized vehicles that are connected by a common wall to the primary structure.

- a. Setback Standard.

An attached accessory structure is not allowed in the front building setback. An attached accessory structure that has an entrance which faces a street is required to be setback twenty feet from the property line as stated in [Table 17C.110-3](#).

- b. Attached accessory structures may be built to within five feet of the rear property line, unless parking in front of the structure is proposed, then the structure is required to be built a minimum of eighteen feet from the edge of the alley tract, easement or right-of-way.

D. Building Coverage.

1. Except as provided in subsection (2) of this subsection (D), the combined building coverage of all detached accessory structures and covered accessory structures may not exceed fifteen percent of the total area of the site, and when combined with all other structures on-site shall not exceed the maximum building coverage of the base zone.
2. On lots smaller than five thousand five hundred square feet with an accessory dwelling unit, combined building coverage of all detached accessory structures and covered accessory structures may not exceed twenty percent of the total area of the site, and when combined with all other structures on-site shall not exceed the maximum building coverage of the base zone.

E. Building Height.

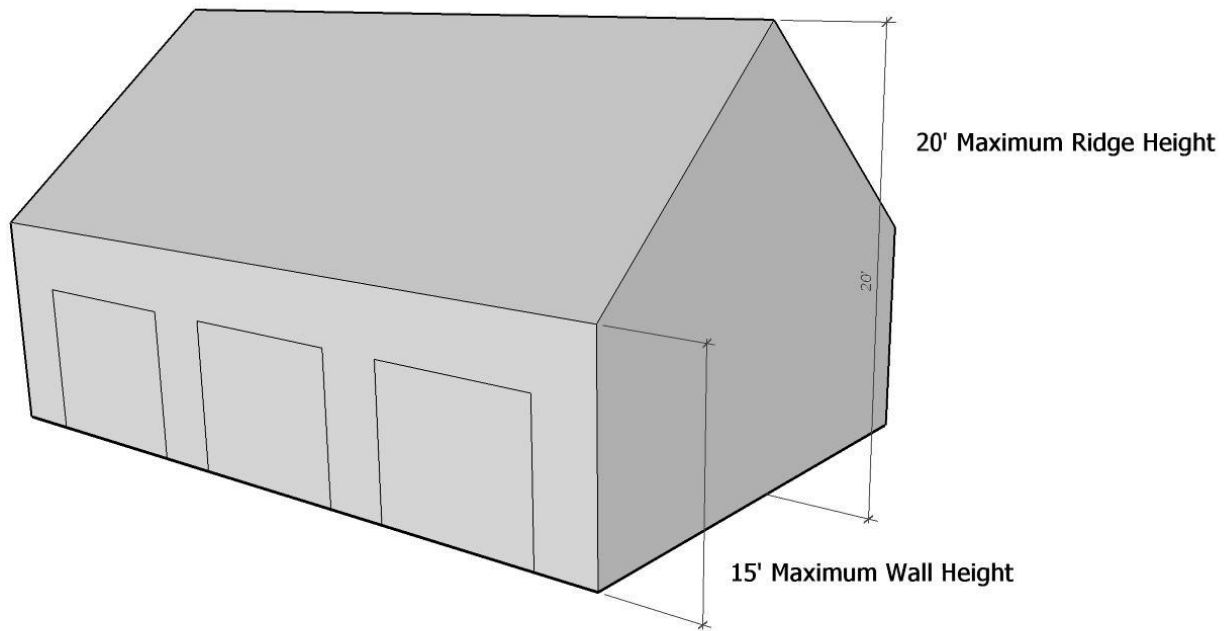
The building height of detached accessory structures and covered accessory structures is listed in [Table 17C.110-3](#). Accessory structures, which contain an ADU over a garage, are subject to the height limitations in [chapter 17C.300 SMC](#), Accessory Dwelling Units.

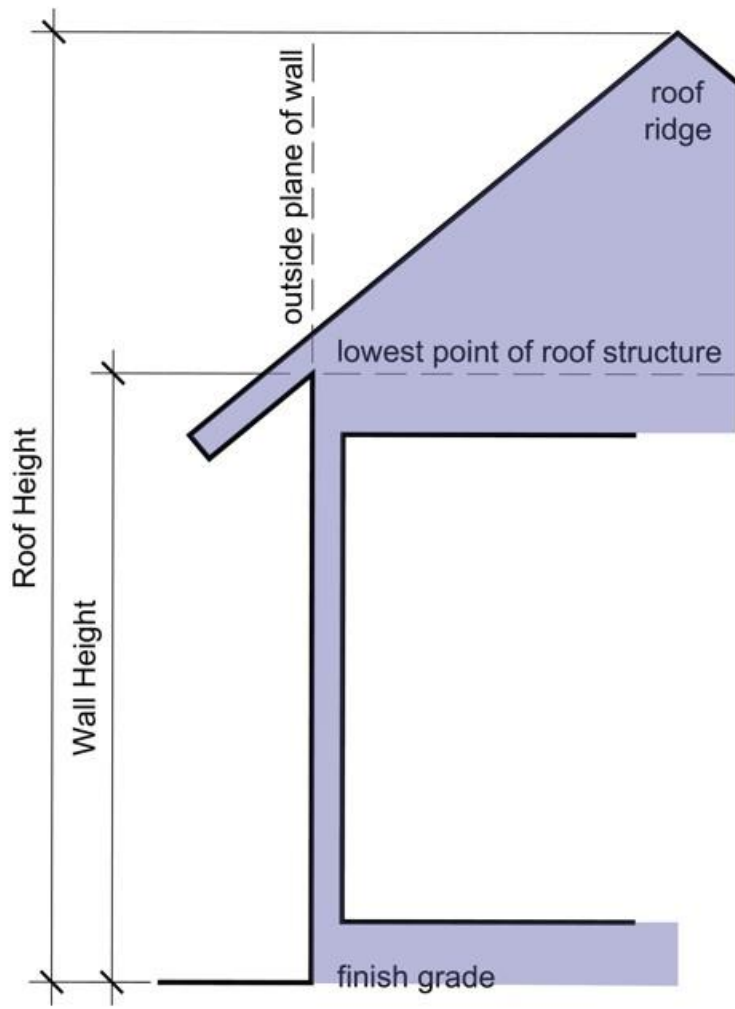
TABLE 17C.110.225-1	
MAXIMUM HEIGHT – DETACHED ACCESSORY BUILDING [1]	
Maximum Wall Height [2]	15 ft.
Maximum Roof Height [3]	20 ft.
[1] Cannot include living area, nor any storage areas with a ceiling height of six-feet eight-inches or greater.	
[2] The height of the lowest point of the roof structure intersects with the outside plane of the wall.	

[3] The height of the ridge of the roof.

See "Example A" below.

Example A





Section 2. That Section 17C.120.580 SMC is amended to read as follows

A. Purpose.

To provide a pedestrian-friendly environment by creating a variety of usable and interesting open spaces within private development.

B. Plazas and Other Open Spaces Implementation.

1. New (~~or renovated~~) buildings over forty thousand square feet shall have plazas, courtyards or other pedestrian spaces at or near their main entrances. (R)
2. Plazas and other open spaces shall be a minimum of one square foot of plaza per one hundred square feet of building area. This area may count toward the interior landscaping required. (P)
3. Plazas, courtyards and other pedestrian space shall include at least three of the following: (P)
 - a. Special interest landscape.
 - b. Pedestrian scale bollard or other accent lighting.
 - c. Special paving, such as colored/stained concrete, brick or other unit paver.
 - d. Artwork.
 - e. Seating, such as benches, tables, or low seating walls.
 - f. Water feature.



Tables and seating at entrance to buildings creates pedestrian-friendly atmosphere



Plaza located at main entrance



Special interest landscape
enhances plaza/courtyard area

Section 3. That Section 17E.060.690 SMC is amended to read as follows

A. Purpose

The size and placement of vehicle parking areas are regulated in order to enhance the appearance of neighborhoods.



B. Structures These Regulations Apply To

The regulations of this section apply to residential uses in the RA, RSF, RTF, RMF, RHD, FBC CA4 zones. The regulations apply to required and excess parking areas. Parking for mobile home parks is regulated in [chapter 17C.345 SMC](#), Manufactured Homes and Manufactured Home Parks.

C. Parking Area Locations

1. ~~((Required Parking.))~~

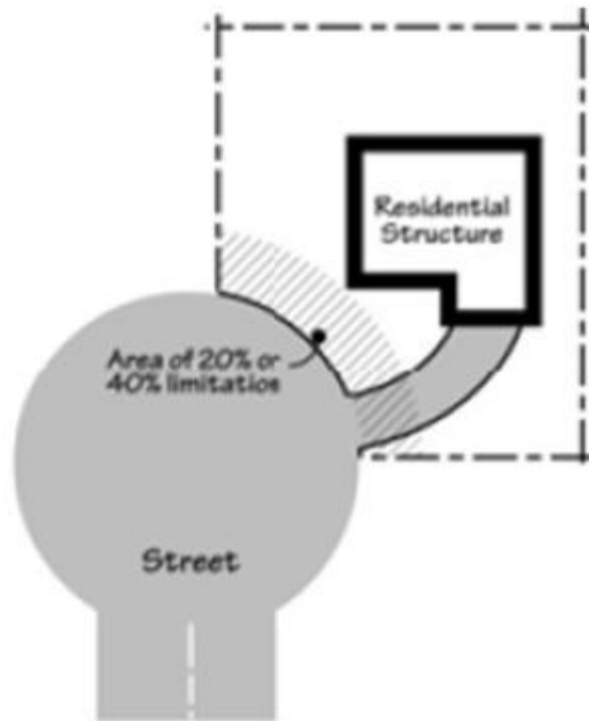
~~((Required p))~~ Parking spaces are not allowed within the first twenty feet from a front lot line or within side street lot line setback.

~~((2. Non-required Parking.))~~

~~((Non-required parking spaces for personal passenger vehicles may be located in the first twenty feet from a front lot line or the side lot line setback in a driveway. The vehicle cannot overhang or block the sidewalk.))~~

~~((3.))~~ 2 Utility trailers, motorized recreation vehicles and non-motorized accessory recreational vehicles cannot be stored in the first twenty feet from the front lot line nor the side street line.

~~((4.))~~ 3 Driveway Width



- a. In the RA and RSF zones, no more than forty percent of the land area between the front lot line and the front building line may be paved or used for vehicle areas. In addition, on corner lots, no more than twenty percent of the land area between the side street lot line and the side street building line may be paved or used for vehicle areas. As an exception to the area limitations in this subparagraph, a lot is allowed at least a nine-foot wide vehicle area.
- b. In the RTF, RMF, RHD, FBC CA4 zones, no more than twenty percent of the land area between the front lot line and the front building line may be paved or used for vehicle areas. In addition, on corner lots no more than twenty percent of the land area between the side street lot line and the side street building line may be paved or used for vehicle areas. As an exception to the area limitations in this paragraph, a lot is allowed at least a nine-foot wide vehicle area.
- c. Exception.

Driveway coverage in the residential zones may exceed the size limitations of (4)(a) and (4)(b) above when the subject property is located on a principal arterial and the increase in site coverage is due to inadequate maneuvering area for the safe exit of vehicles from the site. The exception to driveway coverage is reviewed by the engineering services department as a portion of the driveway access permit.

~~((5.))~~.4. Parking in Garages.

Parking in garages is subject to the garage setback standards of the base zone, overlay zone or plan district.

D. Parking Space Sizes

A parking space must be at least nine feet by eighteen feet. The minimum driveway width on private property is nine feet.

E. Paving

1. Generally.

All driveways and parking areas must be covered in an all weather surface.

2. Exceptions.

- a. Gravel surfaces may be approved by engineering services when the abutting street is not paved, and the applicant executes a covenant agreeing to pave the area if the street is paved in the future.
- b. Utility trailers, motorized recreational vehicles and non-motorized accessory recreational vehicles may be stored on unpaved surfaces. A gravel surface is not required.

Section 4. That Section 17C.240.250 SMC is amended to read as follows

- A. No new off-premises signs may be constructed, on any site.
- B. Off-premises signs now in existence in any zone, meeting the requirements of [17C.240.280](#), are considered nonconforming uses and may remain, subject to the following restrictions:
1. A nonconforming off-premises sign may not be increased in size or elevation, relocated to another site or to a new location on the same site or expanded, enlarged, or extended in any way, including, but not limited to, the addition of advertising faces or the addition of rotating faces with movable panels designed to create additional advertising, except as provided for in the public works exception below.
 2. Public Works Exception.
A legal, non-conforming off-premises sign (~~(that is allowed to remain in conformance with this section)~~) shall be allowed to be relocated if necessitated for the accomplishment of a governmental public works project. The relocation of an off-premises sign under this exception must occur within six (6) months of removal or its legal, non-conforming status shall be discontinued pursuant to [SMC 17C.240.280](#). ~~((This-))~~ Relocation of these off-premises signs for public works projects shall be subject to the limitations in subsections (a) through (f) below:
 - a. No increase in square footage of off-premises sign copy shall be permitted. These signs shall be replaced at the same size they existed at immediately prior to relocation.
 - b. No additional sign faces shall be added.
 - c. No increase in height of the existing off-premises sign shall be permitted except where needed to provide for minimum height clearance (from the ground to the bottom of the off-premises signs) to comply with roadway safety.
 - d. The off-premises sign shall be relocated along the same roadway it was removed from in the geographical vicinity and shall comply with the Scenic Vistas Act of 1971 (chapter 47.42 RCW and chapter 468-66 WAC) if located along a state highway. For purposes of this provision, the term "roadway" shall apply to both directions of a couplet.
 - e. The off-premise sign shall not be relocated to a site with a Residential, Neighborhood Retail, or Center and Corridor zoning designation including CA zones, or located within an historic district, regardless of the zoning or district of the original sign location.
 - f. The relocation of the off-premises sign shall be subject to all current City of Spokane rules, regulations, and procedures relating to the regulation and control of signs, excepting size, height, and off premise advertising limitations.
 3. A nonconforming off-premises sign may not be structurally altered. Structural alterations mean alterations to, including replacement of, either the off-premises sign face, or the supporting structure. Normal maintenance and repair including painting, cleaning, or replacing damaged parts of the off-premises sign, shall not be considered a structural alteration.
 4. Any nonconforming off-premises sign which deteriorates, is damaged or destroyed by fire, explosion, wind, act of nature, failure to maintain or other accidental means may be restored if the cost thereof does not exceed fifty percent of its replacement cost. Off-

premises signs damaged in an amount in excess of fifty percent of replacement cost shall be removed.

5. All nonconforming off-premises signs shall be kept in good repair and maintained in a neat, clean, attractive and safe condition. Any work required to repair or maintain an off-premises sign shall be completed promptly so long as the off-premises sign is not structurally altered, and so long as the cost of such repair and/or maintenance does not exceed fifty percent of the cost of replacing the off-premise sign.

Section 5. That Section 17C.250.020 SMC is amended to read as follows

A. Applicability

The standards of this section apply to buildings and structures over seventy feet tall.

~~((The dimensional standards in SMC 17C.250.020 do not apply to medical centers and other buildings within six hundred feet of medical centers (SMC 17C.190.450)).~~

The dimensional standards of this section do not apply to the follow:

1. Medical Centers as defined in [SMC 17C.190.450](#);
2. Buildings within six hundred feet of Medical Centers; and
3. Essential Public Facilities as defined in [SMC 17C.190.530](#).

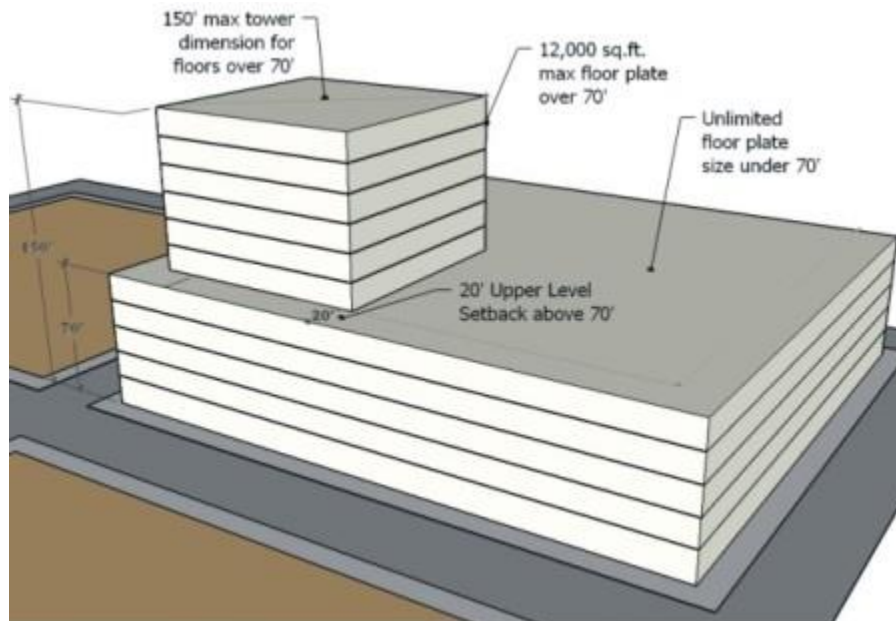
~~((The following standards apply to buildings and structures over seventy feet tall.))~~

~~((A-))~~ B. Upper Story Setback.

All floors above seventy feet shall be setback from all street lot lines a minimum of twenty feet.

~~((B-))~~ C. Maximum Floor Area per Floor.

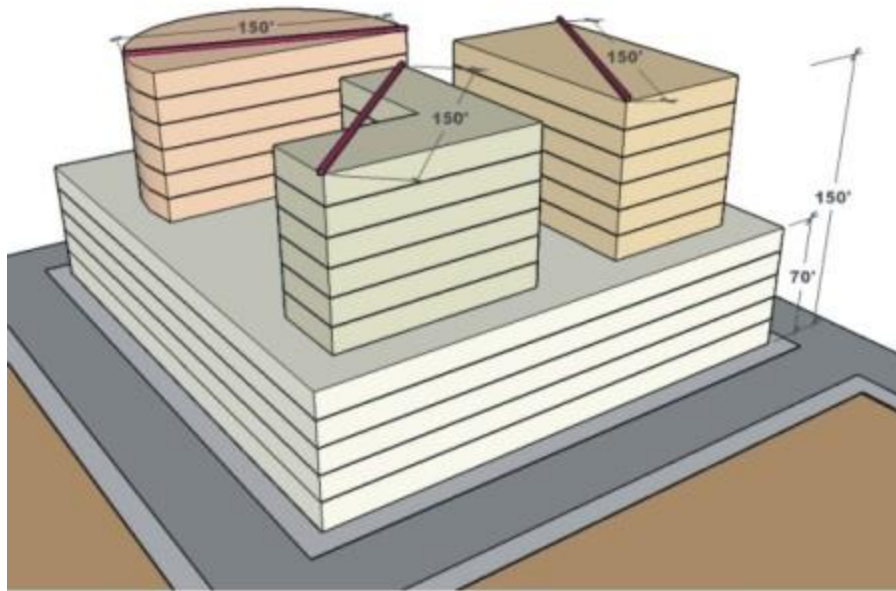
All floors above seventy feet shall have a maximum floor area of twelve thousand square feet.



Dimensional Standards for buildings over 70' tall.

~~((C-))~~ D. Maximum Tower Dimension.

All floors above seventy feet shall have a maximum floor dimension of one hundred fifty feet.



Maximum tower dimension for buildings over 70' tall.

Section 6. That Section 17G.080.040 SMC is amended to read as follows

A. Predevelopment Meeting

A predevelopment meeting is required if the proposal is located in the central business district, unless waived by the director, and is recommended for all other proposals prior to submittal of the application. The purpose of a predevelopment meeting is to acquaint the applicant with the applicable provisions of this chapter, minimum submission requirements and other plans or regulations, which may impact the proposal.

B. Preliminary Short Plat Application and Map Requirements

1. Applications for approval of a preliminary short subdivision shall be filed with the director. All applications shall be submitted on forms provided for such purpose by the department. The director may waive specific submittal requirements determined to be unnecessary for review of the application. The application shall include the following:
 - a. The general application.
 - b. The supplemental application.
 - c. The environmental checklist, if required under [chapter 17E.050 SMC](#).
 - d. Title report no older than thirty days from issuance from the title company.
 - e. The filing fees as required under [chapter 8.02 SMC](#).
 - f. The required number of documents, plans or maps drawn to a minimum scale of one inch equals one hundred feet, on a sheet twenty-four by thirty-six inches, as set forth in the application checklist.
 - g. A written narrative identifying consistency with the applicable policies, regulations and criteria for approval of the permit requested; and
 - h. Additional application information which may be requested by the permitting department and may include, but is not limited to, the following: geotechnical studies, hydrologic studies, critical area studies, noise studies, air quality studies, visual analysis and transportation impact studies.
 - i. One copy of the predevelopment conference notes (if applicable); and
 - j. One copy of the notification district map.

2. Contents of Preliminary Short Plat Map

The preliminary short plat shall be prepared by a land surveyor and shall show the following:

- a. Plat name and the name of any subdivision to be replatted.
- b. The name, mailing address and phone number of the owner and the person with whom official contact should be made regarding the application.
- c. Surveyor's name, mailing address and phone number.
- d. Legal description.

- e. Section, township and range
- f. Vicinity map.
- g. North arrow, scale and date.
- h. Datum plane.
- i. Acreage.
- j. Number of lots and proposed density.
- k. Zoning designation.
- l. The boundary lines of the proposed subdivision.
- m. City limits and section lines.
- n. Park or open space (if proposed).
- o. Existing topography at two-foot maximum interval.
- p. The boundaries and approximate dimensions of all blocks and lots, together with the numbers proposed to be assigned each lot and block, and the dimensions, square footage and acreage of all proposed lots and tracts.
- q. Proposed names of streets.
- r. The location and widths of streets, alleys, rights-of-way, easements (both public and private), turn around and emergency access, parks and open spaces.
- s. Conditions of adjacent property, platted or unplatted, and if platted, giving the name of the subdivision. If the proposed short plat is the subdivision of a portion of an existing plat, the approximate lines of the existing plat are to be shown along with any and all recorded covenants and easement
- t. The names and address of the record owners and taxpayers of each parcel adjoining the subdivision.
- u. Indicate any street grades in excess of eight percent.
- v. The location and, where ascertainable, sizes of all permanent buildings, wells, wellhead protection areas, sewage disposal systems, water courses, bodies of water, flood zones, culverts, bridges, structures, overhead and underground utilities, railroad lines, and other features existing upon, over or under the land proposed to be subdivided, and identifying any which are to be retained or removed.
- w. Proposed one-foot strips for right-of-way conveyed to the City, in cases where a proposed public street or alley abuts unplatted land.
- x. If a body of water forms the boundary of the plat, the ordinary high water mark as defined in chapter 90.58 RCW.
- y. Critical areas as defined in chapters [17E.020](#), [17E.030](#), [17E.070](#) and [17G.030 SMC](#).

- z. Significant historic, cultural or archaeological resources; and
- aa. If the proposal is located in an irrigation district, the irrigation district name.

C. Review of Preliminary Short Plat

1. The application shall be reviewed in accordance with the procedures set forth in [chapter 17G.060 SMC](#) for a Type II application, except an application that meets the requirements for minor engineering review as provided in subsection (2) of this section shall be excluded from the public notice requirements contained in [SMC 17G.060.110](#) through [17G.060.120](#) and public comment period under [SMC 17G.060.130](#).
2. Minor Engineering Review.

A preliminary short plat application may qualify for a minor engineering review if it meets all of the following conditions:

- a. The application is categorically exempt from chapter 43.21C RCW (SEPA);
- b. There is direct water and sewer main lot frontage on an existing and improved public right-of-way;
- c. No extensions of public water, sewer, or other utility services will be needed;
- d. No public easements for water, sewer, or other utility service exists on the lot;
- e. The lot is not situated in a Special Drainage District as defined in [SMC 17D.060.130](#); and
- f. Public utility mains do not exist on the lot.

D. Public Notice

All public notice of the application shall be given in accordance with the procedures set forth in [chapter 17G.060 SMC](#) for a Type II application, except a short plat that meets the requirements for minor engineering review as provided in subsection (C)(2) of this section shall not require a notice of application.

E. Preliminary Short Plat Approval Criteria

Prior to approval of a short plat application, the director shall find the application to be in the public use and interest, conform to applicable land use controls and the comprehensive plan of the City, and the approval criteria set forth in [chapter 17G.060 SMC](#). The director has the authority to approve or disapprove a proposed preliminary short plat under the provisions of this chapter, subject to appeal as provided in [chapters 17F.050](#) and [17G.060 SMC](#).

F. Final Short Plat Review Procedure

1. The subdivider shall submit to the director for review the following:
 - a. A final short plat, prepared by a registered land surveyor licensed in the state of Washington, consistent with the approved preliminary short plat.

- b. A title report less than thirty days old confirming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication.
 - c. Covenants, conditions and restrictions, if applicable; and
 - d. Fees pursuant to [chapter 8.02 SMC](#).
2. Within thirty days, unless the applicant has consented to a longer period of time, of receipt of a proposed final short plat, the director shall review the plat for conformance with all conditions of the preliminary short plat approval, the requirements of this chapter and that arrangements have been made to insure the construction of required improvements. If all such conditions are met, the director shall approve the final short plat and authorize the recording of the plat. If all conditions are not met, the director shall provide the applicant in writing a statement of the necessary changes to bring the final short plat into conformance with the conditions.
- a. If the final short plat is required to be resubmitted, the subdivider is required to provide the following:
 - b. A cover letter addressing the corrections, additions or modifications required.
 - c. Title report no older than thirty days from issuance of a title company conforming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication; and
 - d. The required number of copies of the corrected final short plat map.
3. If the final short plat is approved, the surveyor causes the plat to be signed by the Spokane county treasurer and file of record with the Spokane county auditor. The surveyor is required to file the appropriate number of mylar and bond copies of the recorded short plat with the director.

G. Final Short Plat Map Requirements

The subdivider shall submit to the director a final short plat in the same form and with the same content as the preliminary short plat, as provided in subsections (B)(1) and (2) of this section, with the following exceptions or additional requirements:

- 1. A final short plat shall contain all the information required of the preliminary plat, except the following:
 - a. Show existing buildings.
 - b. Show existing utility lines and underground structures.
 - c. Show the topographical elevations; or
 - d. Contain the names and addresses of adjoining landowners.
- 2. The final short plat shall include the following:
 - a. Surveyor's certificate, stamp, date and signature, as follows:

The following land surveyor's certificate to be shown on each sheet of the plat: "I, _____ registered land surveyor, hereby certify the plat of _____, as shown hereon, is based upon actual field survey of the land described and that all angles, distances, and courses are correctly shown and that all non fronting lot corners are set as shown on the plat. Monuments and fronting lot corners shall be set upon completion of the utility and street improvements.

Signed _____(Seal)"

b. A certification by the city treasurer, as applicable:

- i. "I hereby certify that the land described by this plat, as of the date of this certification, is not subject to any local improvement assessments. Examined and approved, this _____ day of _____, 20__.

City of Spokane Treasurer"

- ii. "I hereby certify that the land described by this plat, as of the date of this certificate, is not subject to any delinquent local improvement assessment. Future installments, if any, shall remain due and payable and it shall be the responsibility of the owners to initiate the segregation of the LID assessment. Examined and approved, this _____ day of _____, 20__.

City of Spokane Treasurer"

- iii. "A preliminary local improvement assessment exists against this property. It shall be the responsibility of the owner's to initiate the segregation of the LID assessment. After this assessment is finalized, it shall be due and payable. Examined and approved this _____ day of _____, 20__.

City of Spokane Treasurer"

c. The certification by the planning director, as follows:

"This plat has been reviewed on this _____ day of _____, 20__ and is found to be in full compliance with all the conditions of approval stipulated in the Hearing Examiner's/Planning Director's approval of the preliminary plat # - -PP/SP.

City of Spokane Planning Director"

d. The certification by the city engineer, as follows:

"Approved as to compliance with the survey data, the design of public works and provisions made for constructing the improvements and permanent control monuments this _____ day of _____, 20__.

City of Spokane Engineer”

- e. The certification by the Spokane county treasurer, as follows:

“I hereby certify that the land described in this plat, as of the date of this certification, is not subject to any outstanding fees or assessments. Examined and approved _____ day of _____, 20__.

Spokane County Treasurer”

- f. The certification by the Spokane county auditor on each page of the final short plat including the time, date, book and page number of the recording of the final mylar.

- g. Signature of every owner certifying that:

- i. the plat is made with the free consent and in accordance with the desires of the owners of the land;
- ii. the owners are the owners of the property and the only parties having interest in the land and is not encumbered by any delinquent taxes or assessments;
- iii. the owners adopt the plan of lots, blocks and streets shown;
- iv. owner dedicates to the City and the City’s permittees the easements shown for utilities and cable television purposes;
- v. owner dedicates to the City the streets, alleys and other public places, including slope and construction easements and waives all claims for damages against any governmental authority including, without limitation, the City which may be occasioned to the adjacent land by the establishment, construction, drainage and maintenance of any public way so dedicated; and
- vi. owner conveys to the City as general City property the buffer strips adjoining unplatted property.

- h. The drawing shall:

- i. be a legibly drawn, printed or reproduced permanent map;
- ii. if more than one sheet is required, each sheet shall show sheet numbers for the total sheets;
- iii. have margins that comply with the standards of the Spokane county auditor;
- iv. show in dashed lines the existing plat being replatted, if applicable;
- v. show monuments in accordance with [SMC 17G.080.020\(H\)\(1\)](#);
- vi. include any other information required by the conditions of approval; and
- vii. include any special statements of approval required from governmental agencies, including those pertaining to flood hazard areas, shorelines, critical areas and connections to adjacent state highways.

H. Filing.

Once the final plat has been reviewed, approved and signed by the applicable departments, the applicant shall file the final short plat with the county auditor within ten days of approval. No permits shall be issued for a proposed lot until the required conformed copies of the short plat have been submitted to the planning services department.

I. Redivision.

No land within the boundaries of a short subdivision may be further divided in any manner which will create additional lots within a period of five years except by subdivision in accordance with [SMC 17G.080.050](#)

Passed the City Council _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date: _____

* Date of State Approval

3.7 - Emergency ORD on SPD Vehicle Purchase

*Giddings, Richard,
Olsen, Eric*

Council Sponsors: CP Kinnear and CM Cathcart

Ordinance C36249 transferred General Fund dollars for the purchase of specific public safety vehicles. Due to manufacturing constraints, many of the specific type of police vehicle orders may not be fulfilled. Fleet would like to amend the wording on ORD C36249, Section 1, Item 1.A.a and Section 2, Item 2.A.i from

“Up to 46 Ford K8 Electric Hybrid models or Ford Mach-E models” to:

“Up to 46 Ford K8 Police Interceptor, Ford F150 Police Responder, or similar models as vehicle availability allows,”

This amendment will allow more flexibility in quickly providing vehicles to the Spokane Police Department for which there is a critical need.

Attachments

[Briefing Paper for Police Vehicle Amendment ORD #2.docx](#)

[Police Vehicle Amendment ORD #2.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org
Council Sponsor(s)	CP Kinnear & CM Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Emergency Ordinance
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Ordinance C36249 transferred General Fund dollars for the purchase of specific public safety vehicles. Due to manufacturing constraints, many of the specific type of police vehicle orders may not be fulfilled. Fleet would like to amend the wording on ORD C36249, Section 1, Item 1.A.a and Section 2, Item 2.A.i from “Up to 46 Ford K8 Electric Hybrid models or Ford Mach-E models” to: “Up to 46 Ford K8 Police Interceptor, Ford F150 Police Responder, or similar models as vehicle availability allows,” This amendment will allow more flexibility in quickly providing vehicles to the Spokane Police Department for which there is a critical need.
Proposed Council Action	Council Consideration on 9/25/23
Fiscal Impact	
Total Cost: <u>Neutral</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: ARPA	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? None identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Fleet Services gathers data on fuel economy and other lifecycle costs to determine vehicle viability.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Centralized Fleet Policy and Capital Improvement Plan.	

ORDINANCE NO C-_____

An ordinance amending the specific type of police vehicles allowed to be procured and commissioned as sited in Ordinance No. C-36249 that was passed by the council on August 1, 2022 and declaring an emergency.

WHEREAS, on August, 1 2022 the council passed Ordinance No. C-36249, which specified the specific type of police vehicles allowed to be procured and commissioned with General Fund dollars, and which ordinance in turn amended Ordinance No. C-36121, which was passed by the council on December 13, 2021 and was entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage"; and

WHEREAS, on February 6, 2023 the council passed Ordinance No. C-36353, which carried over budget authority for 2022 obligated budget items that were not completed by year-end, which included funding for the specific type of police vehicles included in Ordinance No. C-36249; and

WHEREAS, subsequent to the adoption of the Ordinance No. C-36249 and Ordinance No. C-36353, due to manufacturing constraints, many of the specific type of police vehicle orders, allowed to be procured and commissioned as sited in Ordinance No. C-36249, may not be fulfilled; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That section 1, 1.A.a. of Ordinance No. C-36249, providing for changes in the budget of the General Fund, and the budget annexed thereto with reference to General Fund Unallocated Reserves, be amended as follows:

- a. ~~((Up to 46 Ford K8 Electric Hybrid models or Ford Mach-E models))~~
Up to 46 Ford K8 Police Interceptor, Ford F150 Police Responder, or similar models as vehicle availability allows,

Section 2. That section 2, 2.A.i of Ordinance No. C-36249, providing for changes in the budget of the Police Property Acquisition Fund, and the budget annexed thereto with reference to the Police Acquisition Fund, be amended as follows:

- i. ~~((Up to 46 Ford K8 Electric Hybrid models or Ford Mach-E models))~~
Up to 46 Ford K8 Police Interceptor, Ford F150 Police Responder, or similar models as vehicle availability allows,

Section 3. It is, therefore, by the City Council declared that an urgency and

emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to purchase and commission fire and police vehicles, purchase and installation of electric charging infrastructure and procurement of a study, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

3.8

5 min

3.8 - Resolution to ratify emergent support

Feist, Marlene

Council Sponsors: CP Kinnear and CM Bingle

This resolution would ratify a letter agreement between the cities of Spokane and Airway Heights that allowed the City to take wastewater flow from the City of Airway Heights on an emergency basis for up to one month.

| For Discussion

Attachments

[Resolution Re temporary WW flows Final 9-18-23.doc](#)

[Temp Wastewater Bypass Agreement Spokane Airway Heights.pdf](#)

RESOLUTION NO. _____

A RESOLUTION REGARDING TEMPORARY WASTEWATER BYPASS FROM
THE CITY OF AIRWAY HEIGHTS

WHEREAS, on Friday, September 1, 2023, the City of Airway Heights (AIRWAY HEIGHTS) experienced an emergency at their Water Reclamation Facility (WRF), whereby their backup lagoons were rapidly filling and could experience a sewage overflow; and

WHEREAS, AIRWAY HEIGHTS requested the City of Spokane (SPOKANE) allow temporary bypass of domestic wastewater from its treatment plant and collection system to SPOKANE; and

WHEREAS, Washington State Department of Ecology authorized discharge to the SPOKANE's RPWRF from AIRWAY HEIGHTS, on a temporary basis (up to 30 days) to avoid an overflow and environmental contamination; and

WHEREAS, the Parties have a Multi-Jurisdictional Agreement (MJA), signed in 2021 (OPR 2021-0575), which sets out the responsibilities for each Party with respect to those sewer connections located within AIRWAY HEIGHTS to discharge wastewater directly to RPWRF and provide for the jurisdictional authority for enforcement of federal, state and local pretreatment regulations; and

WHEREAS, SPOKANE and AIRWAY HEIGHTS do not have a current Agreement by which SPOKANE agrees to accept wastewater from WRF directly; and

WHEREAS, as a result of Ecology's authorization for discharge, the Parties signed a Letter Agreement, dated September 1, 2023 (Agreement) to allow for an emergency temporary wastewater bypass by Airway Heights for up to one month or no later than October 1, 2023; and

WHEREAS, AIRWAY HEIGHTS agrees to provide daily influent monitoring testing to SPOKANE to ensure that the bypass wastewater will not cause interference with the operation of SPOKANE's POTW. If at any point there is an indication that AIRWAY HEIGHTS' flow could impact SPOKANE, any discharge will be immediately terminated; and

WHEREAS, the Parties agreed and stipulated that the Agreement does not in any way amend, modify or change any terms of the current MJA and that all terms and conditions outlined in the MJA remain in full force and effect; and

WHEREAS, the purpose of this Resolution is for Spokane City Council to ratify the Agreement dated September 1, 2023.

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council ratification of the Agreement, as follows:

1. AIRWAY HEIGHTS is authorized to discharge domestic wastewater from its WRF to SPOKANE's RPWRF for up to 30 days. Such temporary bypass shall be terminated no later than October 1, 2023.
2. The Agreement dated September 1, 2023, attached as Attachment A is hereby ratified by City Council.

ADOPTED by the Spokane City Council this _____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

Exhibit A

Letter Agreement Dated September 1, 2023

DRAFT

September 1, 2023



Albert Tripp
City Manager
City of Airway Heights
1208 S. Lundstrom St.
Airway Heights, WA 99001

Re: Temporary Airway Heights Wastewater Bypass
Binding Preliminary Agreement between Airway Heights and Spokane

Dear Mr. Tripp,

Airway Heights has requested the City of Spokane provide temporary, no longer than 30 days, assistance as their treatment plant was failing and their lagoon was rapidly filling. Washington State Department of Ecology has provided authority for the "City of Airway Heights to discharge domestic wastewater from its treatment plant and collection system as necessary to the City of Spokane for up to one month, if the City of Spokane agrees to this arrangement".

The Multijurisdictional Agreement (MJA) for Pretreatment, signed in 2021, specifically states that Spokane will not accept any discharge, bypass or divert overflow from its Water Reclamation Plant to Spokane. OPR 2021-0575. As such, the discharge lines from the Airway Heights treatment plant were plugged in May 2022 and the valve in the vault was removed to prevent discharge to the City of Spokane POTW. Initial data indicates that the bypass wastewater will not cause interference with the City of Spokane's POTW.

Although Airway Heights should have in place an emergency action plan, the City of Spokane is willing to accept the bypass wastewater from Airway Heights on the following terms and conditions. Any deviation from these conditions will result in immediate termination of flow.

Since the data provided shows the bypass wastewater will not cause interference with the City of Spokane POTW and due to the emergency nature of the request the City of Spokane agrees to accept the bypass wastewater from Airway Heights under the following conditions:

1. City of Airway Heights may temporarily dump bypass waste to the Spokane Sewer System using an existing Airway Heights sewer main located in Russell Road between McFarlane Road south to the Spokane Sewer System.
2. Airway Heights staff must continuously monitor the location where the bypass is entering the sewer to prevent spills to ground, as regulated by the Department of Ecology.
3. Airway Heights must monitor the number of gallons discharged to the City of Spokane POTW and report this total within 14 days of when the bypass event is concluded.
4. Airway Heights is allowed to discharge an amount not to exceed 900,000 gallons per day, at a rate not to exceed 500 gallons per minute.
5. Airway Heights will pay a rate consistent with outside city commercial users rate for the treatment and disposal of all wastewater accepted by the City of Spokane.
6. Airway Heights agrees to pay any staff time and equipment costs and fees expended to accommodate their request for assistance, to include without limitation the 6" pump usage and associated costs.
7. Airway Heights will provide daily influent monitoring testing to the City Spokane on a daily basis. Testing shall include BOD, TSS and Ammonia, at a minimum. In the event test results indicate any disruption to Spokane's POTW all flows will be immediately terminated, in the sole discretion of the City of Spokane.
8. Airway Heights will promptly execute a written amendment to the MJA Agreement by September 18, 2023.

9. Airway Heights agrees and understands that failure to comply with any of these terms will result in immediate termination of services, at cost to Airway Heights. Notwithstanding the above, these temporary services shall be terminated and disconnected no later than October 1, 2023, or as agreed in writing by both Parties.

This approval to discharge is temporary, and for this emergency event only. This one-time approval will not set a precedent for future bypass approvals. Furthermore, Airway Heights specifically agrees and understands that failure to comply with any of these terms will result in immediate termination of services, at cost to Airway Heights. Notwithstanding the above, these temporary services shall terminate no later than October 1, 2023, or as agreed in writing by both Parties.

Sincerely,



Marlene C. Feist
Public Works Director

cc: Garret Jones, Interim City Administrator
Raylene Gennett, Director Wastewater Management
Mike Cannon, Wastewater Plant Manager
Allissa Barrett, RPWRF Pretreatment
Elizabeth L. Schoedel, Assistant City Attorney
Art Jenkins, Department of Ecology
Lindsey Forward, AWH Permit Manager
Dianna Washington, COS Permit Manager

I, Albert Tripp, City Administrator for the City of Airway Heights hereby accept and agree to the above terms and conditions.

Name: Albert Tripp [Print]
By: Albert Tripp
Its: City Manager

3.9

10 min

3.9 - SpoCanopy Grant Update

**Conley, Jason K.,
Kosanke, Katie**

The U.S. Department of Agriculture announced Spokane will receive millions of dollars in grants aimed at improving the tree canopy in our community.

| For Discussion

4 - Consent Items

4.1

4.1 - 1100 - Streets Road Salt

Harris, Clint E.

Council Sponsor CP Kinnear Requesting consent for the purchase of Road Salt using state contract #11021.

| For Information

Attachments

[1100 - Street Department Road Salt.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Streets
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org
Council Sponsor(s)	Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 - Streets Road Salt
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Street Department is seeking approval for the to purchase Road Salt at a cost not to exceed \$140,000 using State Contract pricing from State Contract 11021.</p> <p>This material is used by the street department during the winter months to aid in snow and ice removal. It is primarily mixed with sand and used on sanding routes. Salt Distributors Inc. is the supplier.</p>
Proposed Council Action	Consent Approval – PIES 9/25/2023
Fiscal Impact Total Cost: <u>140,000.00</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: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

4.2

4.2 - Contract for Sewer Pipe Chemical Root

*Spence, Sibyl,
Lowdon, Michael*

Council Sponsor: CP Kinnear. Seeking approval for contract with Duke's Root Control, IPWQ 5948-23

| For Information

Attachments

[Committee Agenda Briefing 9.25.2023.docx](#)

[IPWQ #5948-23 Duke's Root Control Complete Bid.pdf](#)

[U2023-070a Duke's Root Control - PW Agreement.pdf](#)

[COI - Spokane, WA.pdf](#)

[Business License.pdf](#)

Committee Agenda Sheet

Public Infrastructure, Environment, & Sustainability Committee

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

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

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

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

Bid Response Summary

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

Comments

Question Responses

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

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

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

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

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

1.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge
2.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx . Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.	I acknowledge
C.	Apprenticeship	No
1.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge
D.	Statement of Intent	Yes
1.	The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge
E.	Filing Fees	Yes

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

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

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

Pricing Responses

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

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

Training Certificate
Permit Required Confined Space
CFR 29 1910.146

AWARDED TO:

Gary Roberts



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

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

December 17, 2015

VINCENT BAUDO-INSTRUCTOR

Training Certificate
Permit Required Confined Space
CFR 29 1910.146

AWARDED TO:

Mark Lawler



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

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

December 17, 2015

VINCENT BAUDO-INSTRUCTOR



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, DC 20460

OFFICE OF CHEMICAL SAFETY
AND POLLUTION PREVENTION

November 12, 2019

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

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

Dear Ms. Geisbush:

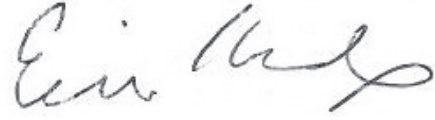
The Agency is in receipt of your Application for Pesticide Notification under Pesticide Registration Notice (PRN) 98-10 for the above referenced product. The Registration Division (RD) has conducted a review of this request for its applicability under PRN 98-10 and finds that the action requested falls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

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

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

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

Sincerely,

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

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

Enclosure

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

RAZORROOTER II™

[Alternate Brand Name: RAZORROOTER®]

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

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

This product contains 2-lbs. diquat cation per gal. as 3.73 lbs. salt per gal.

KEEP OUT OF REACH OF CHILDREN

CAUTION

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

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

EPA Reg. No. [64898-894625-3](#)

EPA Est. No. XXXXX-XX-XXX

Net Contents: _____

Made in U.S.A.

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

1020 Hiawatha Blvd. West

Syracuse, NY 13204

NOTIFICATION

94625-3

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

11/12/2019

PRECAUTIONARY STATEMENTS

Hazards to Humans

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

Personal Protective Equipment (PPE)

Applicators and other handlers must wear:

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

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

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

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

Emergency Information

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

Environmental Hazards

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

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

User Safety Recommendations

Users should:

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

PRODUCT INFORMATION

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

DIRECTIONS FOR USE

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

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

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

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

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

Mixing Instructions

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

Small Diameter Pipes

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

Large Diameter Pipes

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

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

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

Spray Application

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

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

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

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

Foam Application

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

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

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

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

STORAGE & DISPOSAL

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

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

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

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

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

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

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

After filling and before transporting, check for leaks.

Do not refill or transport damaged or leaking container.

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

WARRANTY STATEMENT

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

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

[RAZOROOTER® is a trademark of DRC.]

[20191009]

SUBCONTRACTOR LIST

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

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

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

X NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



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

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

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

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

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

1. TERM OF AGREEMENT.

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

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

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

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

The Contractor shall provide the following Work for the City:

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

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

4. COMPENSATION / PAYMENT.

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

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

5. PUBLIC WORK MAINTENANCE.

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

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

6. PREVAILING WAGES MULTI-YEAR CONTRACTS AND EXTENSIONS.

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

7. TAXES, FEES AND LICENSES.

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

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

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

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

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

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

D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

13. SUBCONTRACTOR RESPONSIBILITY.

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

14. INDEPENDENT CONTRACTOR.

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

15. ASSIGNMENT AND SUBCONTRACTING.

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

16. TERMINATION.

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

17. STANDARD OF PERFORMANCE.

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

18. ANTI KICK-BACK.

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

19. CONSTRUAL.

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

20. DEBARMENT AND SUSPENSION.

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

21. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

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

21. MISCELLANEOUS PROVISIONS.

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

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

DUKE’S ROOT CONTROL, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certification Regarding Debarment

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

U2023-070a

EXHIBIT A

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

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

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

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

5. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES **CERTIFICATE NUMBER:** W30058806 **REVISION NUMBER:**


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

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

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

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

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

CERTIFICATE HOLDER City of Spokane 909 E Sprague Ave Spokane, WA 99202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

< Business Lookup

License Information:

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

Entity name: DUKE'S ROOT CONTROL, INC.

Business name: DUKE'S ROOT CONTROL, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-226-097

Business ID: 001

Location ID: 0001

Location: Active

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

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

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance c
Kirkland General Business - Non-Resident	OBL28761			Active	Aug-31-2024	Sep-09-2018
Mercer Island General Business - Non-Resident	210507			Active	Aug-31-2024	May-04-2021
Olympia General Business - Non-Resident	46533			Active	Aug-31-2024	Aug-15-2022
Pesticide Dealer				Active	Aug-31-2024	May-30-2018
Spokane General Business - Non-Resident				Active	Aug-31-2024	Sep-06-2018

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

Governing people

Title

Governing people**Title**

BOYKO, BRADEN

BRIDGNELL, CHRIS

FISHBUNE, MATTHEW

GONZALEZ, CRYSTAL

HARROD, MICHELLE

HUGHES, KEVIN

KOONCE, MIKE

MONK, DEAN

OWENS, RICHELLE

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

DUKE'S ROOT CONTROL, INC.

Active

Jan-17-2003

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

Contact us

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4.3

4.3 - Thor/Freya Couplet Phase 2 - Intersections at 2nd and 3rd

Buller, Dan

Council Sponsor: Kinnear. Thor/Freya Couplet Phase 2.

| For Information

Attachments

[Thor Freya Ph 2 PIES Briefing Paper \(9-25-23\).docx](#)

Briefing Paper PIES

Submitting Department:	Public Works, Engineering
Contact Name	Dan Buller 625-6391
Contact Email & Phone	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	2 nd /3 rd /Freya/Thor Intersections
Summary (Background)	<ul style="list-style-type: none"> This is an update to the briefing paper submitted for the March PIES meeting. The description of the project below is unchanged. This briefing paper is being submitted because it has been six months since the prior paper was submitted. The first phase of this project was Sprague to Hartson on both Thor & Freya which is complete. As with phase one of this project, phase two is concrete which, while more expensive initially, will mean this road will now last for many decades and require less frequent maintenance. Also included are miscellaneous stormwater, sanitary, water and curb ramp upgrades. Construction is expected to last at least about 4 months and will be one intersection at a time. At least one lane of north-south traffic through the intersections will be maintained. East-west traffic on 2nd & 3rd will be detoured. See attached exhibit. Construction is planned for spring/summer 2024
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
<ul style="list-style-type: none"> Fiscal Impact: Total Cost: <u>The City</u> has obtained a federal grant which will cover about half of the estimated \$4.5M - \$5M project cost. <p>Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds)</p> <p>Expense Occurrence X One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <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 contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

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

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

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.



4.4

4.4 - SWD-Superheater Tube Value Blanket Renewal

Paine, David

Council Sponsors: CP Kinnear, CM Bingle. Value blanket renewal with Helfrich Brothers for the purchase of superheater tube at the WTE.

| For Information

Attachments

[Briefing Paper-Helfrich Superheater Tube VB.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 625-6878
Council Sponsor(s)	CP Kinnear, CM Bingle
Committee Date	September 25, 2023
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Value blanket renewal for the purchase of superheater tubes at the WTE.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The superheater section of a boiler increases the temperature of the steam and dries it out; increasing the amount of energy realized in the turbine generator. High temperatures, corrosion, and erosion in the boiler causes wear on the boiler tubes, requiring periodic replacement. This periodic replacement is currently scheduled in the six year capital plan for replacement in 2025.</p> <p>On October 24, 2022, bidding closed on ITB 5754-22 for the fabrication of these superheater tube panels. There were two responses to the bid, of which Helfrich Brothers Boiler Works, Inc., of Lawrence, MA was the lowest cost responsible bidder.</p> <p>The initial value blanket was for one-year, with the possibility of four (4) additional one-year renewals and was utilized for the purchase of the secondary superheater tubes which were scheduled for replacement in 2023. The renewal will be utilized for the purchase of the primary superheater tubes, scheduled for replacement in 2025. The term will be from December 15, 2023 through December 14, 2024. The installation of these tubes will be bid out separately. The total cost of the value blanket will be \$2,000,000.00, plus tax.</p>
Proposed Council Action	Approval of value blanket renewal
Fiscal Impact Total Cost: <u>\$2,000,000.00 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: SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

The work is required to maintain the 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.

4.5

4.5 - 5300 - Assetworks Fleet Asset Management System (M5) annual software maintenance & support

Sloon, Michael

Council Sponsor: CM Bingle for the approval of Assetworks Fleet Asset Management System (M5) annual software maintenance & support

| For Information

4.6

4.6 - ES - Historic Resources Mgt On-Call Contract Tierra Right of Way

Buller, Dan

Council Sponsor: CM Kinnear

The project is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street improvement activities. The City's contract with Tierra Right of Way, the City's historic resources in the amount of \$200,000 is nearly out of funds and so Engineering Services will be requesting additional funds in the amount of \$100,000.

| For Information

4.7

4.7 - 5300 - Systems & Software (enQuesta) Utility Billing Annual Software Maintenance & Support

Sloon, Michael

Council Sponsor: CM Bingle for the approval of Systems & Software (enQuesta) Utility Billing Annual Software Maintenance and Support

| For Information

4.8

4.8 - 1100 - Streets Liquid Deicer

Harris, Clint E.

Sponsor CP Kinnear: Requesting Approval for the Purchase of Liquid Deicer, using state contract#11021

| For Information

Attachments

[1100 - Street Department Liquid Deicer.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Streets
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org
Council Sponsor(s)	Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 - Streets Liquid Deicer
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The Street Department is seeking approval to purchase Liquid Deicer at a cost not to exceed \$1.5 Million. This material is purchased using pricing found on state contract 11021 from GMCO and is used by the Street Department during the winter months to aid in road deicing.
Proposed Council Action	Consent Approval – PIES 9/25/2023
Fiscal Impact	
Total Cost: <u>1.5 Million</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: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

4.9

4.9 - SWD-Mechanical Crane Parts Value Blanket Renewal

Paine, David

Council Sponsors: CP Kinnear, CM Bingle. Value blanket renewal 3 of 4 with Wemco, Inc. for the purchase of mechanical crane parts at the WTE.

| For Information

Attachments

[Briefing Paper-Wemco Mech. Parts VB.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 625-6878
Council Sponsor(s)	CP Kinnear, CM Bingle
Committee Date	September 25, 2023
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Value blanket renewal for OEM bridge crane replacement parts
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy Facility replaced two bridge cranes with WEMCO brand cranes. To have a readily available supply of replacement parts on hand in the event of a failure, or for maintenance needs, an as-needed parts supplier is needed.</p> <p>On October 15, 2020 bidding closed on RFQ 5338-20 for the as-needed purchase of new, OEM, mechanical replacement parts for the refuse crane system. WEMCO Inc. (Spokane, WA) was the only response received. The value blanket award was for one year from December 1, 2020 through November 30, 2021 with the option of four (4) additional one-year renewals. This will be the third renewal and will span from December 1, 2023 through November 30, 2024, with a cost of \$160,000.00 plus tax.</p>
Proposed Council Action	Approval of contract renewal
Fiscal Impact Total Cost: <u>\$160,000.00 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: SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
The work is required to maintain the 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.

4.10

4.10 - Upriver Dam Spillway Rehab Ph 3

McIntosh, Seth

Sponsor CP Kinnear : Rehabilitation project of the spillway - concrete piers, expansion joint seal, drains cleaning, tainter gate structural repairs, and other related miscellaneous items.

Attachments

[PIES Briefing Paper_Upriver Dam Spillway Rehab Ph 3.pdf](#)

Committee Agenda Sheet

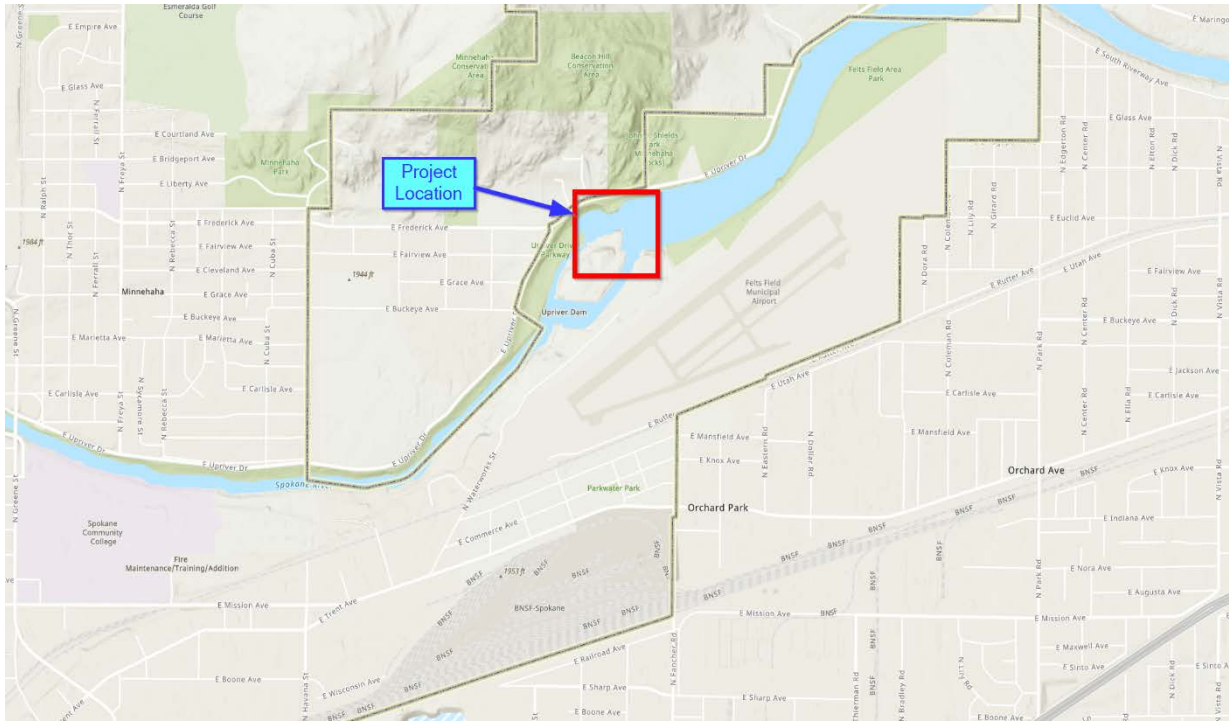
Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Water Department
Contact Name & Phone	David St Pierre 625-7811
Contact Email	dstpierre@spokanecity.org
Council Sponsor(s)	CP Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Upriver Dam Spillway Rehabilitation – Phase III
Summary (Background)	<ul style="list-style-type: none"> The project consists of the rehabilitation of the spillway concrete piers, repair of cracks on the piers and the abutment walls, demolition and replacement of pier extensions on the spillway hoist deck, repairs to the hoist deck concrete, installation of expansion joint seal assembly, inspection and cleaning of the horizontal drains, Tainter Gate No. 5 structural repairs, and other related miscellaneous items. The project will be advertised for bids in September or October with construction in 2024. Exhibits attached: Project location map(s).
Proposed Council Action	Approve engineer’s estimated budget for project advertisement.
<p>Fiscal Impact: Total Cost: \$1,476,392.00 + tax & admin reserve. Approved in current year budget? X Yes <input type="checkbox"/> No N/A</p> <p>Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: CIP budget 4100-42490-94340-56501-11053.</p> <p>Expense Occurrence X One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: NA – Engineer estimate included.</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <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>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A – This contract supports public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>Public Works follows the City’s established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.</p>	

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 is consistent with our adopted six-year programs as well as the annual budget and strategic initiative to maintain public works activities.

PROJECT LOCATION MAP



UPRIVER DAM - LOCATION MAP



Bid Schedule

Monday, September 11, 2023

Schedule 2 **Description**
- Taxable Engineer's Estimate

Tax Classification
Sales tax shall NOT be included in unit price - see Rule 170 in specs

Project Number 2022081 **Upriver Dam Spillway Rehabilitation - Phase III**

Bid Item No.	Estimated Quantity	Description	Unit Price	Total Amount
1.1	1 LS	RECORD DRAWINGS (Per Lump Sum)	\$ 5,000.00	\$ 5,000.00
1.2	1 LS	APPRENTICE UTILIZATION (Per Lump Sum)	\$ 5,000.00	\$ 5,000.00
1.3	1 EST	REIMBURSEMENT OF THIRD PARTY DAMAGE (Per Estimated)	\$ 1.00	\$ 1.00
1.4	1 LS	SPCC PLAN (Per Lump Sum)	\$ 1,500.00	\$ 1,500.00
1.5	1 LS	TYPE B PROGRESS SCHEDULE (Per Lump Sum)	\$ 2,500.00	\$ 2,500.00
1.6	1 LS	DETAILED WORK PLAN (Per Lump Sum)	\$ 7,500.00	\$ 7,500.00
1.7	1 LS	MOBILIZATION (Per Lump Sum)	\$ 96,586.00	\$ 96,586.00
1.8	1 LS	DEWATERING AND CONTROL OF WATER (Per Lump Sum)	\$ 5,000.00	\$ 5,000.00
1.9	1 LS	SPILLWAY LEFT ABUTMENT UPSTREAM GUIDE WALL EXPANSION JOINT SEAL (Per Lump Sum)	\$ 59,750.00	\$ 59,750.00
1.10	126 LF	SPILLWAY LEFT ABUTMENT HORIZONTAL DRAINS AND OGEE DRAINS IN BAY 7 AND 8 CLEANING (Per Lineal Foot)	\$ 700.00	\$ 88,200.00
1.11	9 EA	SPILLWAY HOIST DECK PIER EXTENSION REHABILITATION (Per Each)	\$ 28,000.00	\$ 252,000.00
1.12	102 EA	SPILLWAY PIERS REHABILITATION ADHESIVE DOWEL INSTALLATION (Per Each)	\$ 1,400.00	\$ 142,800.00
1.13	348 LF	SPILLWAY PIERS REHABILITATION CRACK REPAIR (Per Lineal Foot)	\$ 500.00	\$ 174,000.00
1.14	1 LS	SPILLWAY PIERS REHABILITATION TOP SAWCUT AND SEALING (Per Lump Sum)	\$ 122,000.00	\$ 122,000.00
1.15	215 LF	SPILLWAY HOIST DECK CRACK REPAIR (Per Lineal Foot)	\$ 220.00	\$ 47,300.00
1.16	372 SF	SPILLWAY HOIST DECK PATCH REPAIR (Per Square Feet)	\$ 165.00	\$ 61,380.00
1.17	1 LS	SPILLWAY TAINTER GATE NO. 5 STABILIZATION (Per Lump Sum)	\$ 21,500.00	\$ 21,500.00

Schedule 2 **Description**
 - Taxable Engineer's Estimate

Tax Classification
 Sales tax shall NOT be included in unit price - see Rule 170 in specs

Project Number 2022081 **Upriver Dam Spillway Rehabilitation - Phase III**

Bid Item No.	Estimated Quantity	Description	Unit Price	Total Amount
1.18	1 LS	SPILLWAY TAINTER GATE NO. 5 INSPECTION AND STRUCTURAL REPAIRS (Per Lump Sum)	\$ 117,125.00	\$ 117,125.00
1.19	2 EA	SPILLWAY TAINTER GATE NO. 5 TRUNNION PIN INSPECTION AND REPLACEMENT (Per Each)	\$ 66,000.00	\$ 132,000.00
1.20	300 SF	SPILLWAY TAINTER GATE NO. 5 COATING REPAIRS (Per Square Feet)	\$ 375.00	\$ 112,500.00
1.21	1 LS	SPILLWAY TAINTER GATE NO. 5 TESTING AND RECOMMISSIONING (Per Lump Sum)	\$ 11,000.00	\$ 11,000.00
1.22	1 LS	SPILLWAY EVACUATION (Per Lump Sum)	\$ 11,750.00	\$ 11,750.00
Schedule 2 - Taxable Subtotal				\$ 1,476,392.00
Tax				132,875.28
Extended Total				1,609,267.28
Summary of Bid Items			Bid Total	\$ 1,609,267.28

4.11

4.11 - ES - On-Call Consultant Contracts

Buller, Dan

Council Sponsor: CP Kinnear. On-Call Consultant Contracts

| For Information

Attachments

[On-call consultants - PIES Briefing Paper \(9-25-23\).docx](#)

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org 625-6391
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	On-call consultant contracts
Summary (Background)	<ul style="list-style-type: none"> • Engineering Services has “on-call” contracts with various consultants for specialized engineering or related services (geotech engineering., surveying, historic resources, real estate acquisition, landscape architect, construction management, etc.) associated with the City’s public works projects. These firms are selected based on qualifications as required by RCW 39. These agreements typically last 2 years with an optional 3rd year extension. • A request for qualifications (RFQ) will be advertised for these various consultants this fall. • We expect to bring these contracts to you this fall. These contracts will range in size from \$200,000 to \$800,000, with most being toward the lower end of that range except geotech engineering which is at the upper end of that range. • Funds expended under these contracts are reimbursed by the public works contract (generally water, sewer, storm sewer, streets or trail/sidewalk) for which the consultant is hired, generally using utility rates or state/federal loans/grants.
Proposed Council Action & Date:	For council consideration. The individual contracts will be placed on council agenda following completion of the RFQ process.
Fiscal Impact: Total Cost: \$200,000 - \$800,000 Approved in current year budget? X Yes <input type="checkbox"/> No N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: Varies by project. Costs incurred under the proposed contracts will be paid as part of each public works project for which the consultant is used. Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	

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

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

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

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

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

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

4.12

4.12 - Fish Lake Trail Connection Study cont

Note, Inga

Council Sponsor : CM Bingle

| For Decision

Attachments

[Fish Lake Trail contract - PIES Briefing paper 9-25-23.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment, & Sustainability

Submitting Department	Integrated Capital Management
Contact Name & Phone	Inga Note 625-6331, Kevin Picanco
Contact Email	inote@spokanecity.org
Council Sponsor(s)	Councilperson Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	Fish Lake Trail Connection Study contract amendment
Summary (Background)	Council approved a contract amendment in summer 2021 that allowed for the evaluation of a fifth alignment for the trail. Staff elected to add on a topographic survey to get a head start on the final design phase (now out with an RFQ to select a designer). The survey work combined with some remaining cultural resource and environmental work ended up short on budget. This amendment would add \$18,000 to the contract to finalize the work. The additional contract amount will come from the Paths and Trails fund. The new contract total will be \$350,355.
Proposed Council Action & Date:	Approval of contract amendment on 10/9/2023 or 10/16/2023
Fiscal Impact:	
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: Paths and Trails Fund	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: revenue generating, match requirements, etc.	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
<i>It will benefit residents of West Central to have a connection to the Fish Lake Trail and Sunset Highway Pathway.</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>No data will be collected.</i>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
<i>No specific data collection is planned.</i>	
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?	
<i>This proposal aligns with the Comprehensive Plan, Bicycle Plan and the Capital Improvement Program, as there is significant support to make the connection between the Fish Lake Trail and Centennial Trail.</i>	

4.13

4.13 - 1100 - Streets Ice Kicker

Harris, Clint E.

Council Sponsor: CP Kinnear Requesting consent for the purchase of Ice Kicker, using state contract #11021.

| For Information

Attachments

[1100 - Street Department Ice Kicker.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Streets
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org
Council Sponsor(s)	Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 - Streets Ice Kicker
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Street Department is seeking approval for the purchase of Ice Kicker at a cost not to exceed \$115,000.00</p> <p>This salt-based product with anticorrosive inhibitors added is used by Street Department during the winter months for deicing. Used primarily in the CBD area and is purchased off the state contract #11021. Ice Kicker is purchased from Salt Distributors Inc..</p>
Proposed Council Action	Consent Approval – PIES 9/25/2023
Fiscal Impact Total Cost: <u>140,000.00</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: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

4.14

4.14 - SWD-Boiler Tube Value Blanket Renewal

Paine, David

Council Sponsors: CP Kinnear, CM Bingle. Value blanket renewal with Helfrich Brothers for the purchase of boiler tubes at the WTE.

| For Information

Attachments

[Briefing Paper-Helfrich Boiler Tube VB.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 625-6878
Council Sponsor(s)	CP Kinnear, CM Bingle
Committee Date	September 25, 2023
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Value blanket renewal for the purchase of boiler tubes at the WTE.
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p> <p>Prefabricated boiler tubes are a necessary item to have available on-site at the Waste to Energy Facility so that worn tubes can be replaced quickly in the event of a failure or during scheduled maintenance outages.</p> <p>On July 30, 2020 bidding closed on ITB 5313-20 for an as-needed annual supply of these boiler tubes, including the fabrication of u-bends, for the WTE Facility. Helfrich Brothers Boiler Works, Inc., of Lawrence, MA, was the lowest cost, responsible bidder. Other responses were received from The Babcock & Wilcox Company, Boiler Tube Company of America and Technology International, Inc.</p> <p>The initial value blanket with Helfrich Brothers was from Nov. 1, 2020 through Oct. 31, 2021 with a cost not to exceed \$650,000.00, including taxes and had the option of four (4) additional one-year renewals. This will be the third renewal from Nov. 1, 2023 through Oct. 31, 2024 for an additional cost not to exceed \$900,000.00 plus tax.</p>
Proposed Council Action	Approval of value blanket renewal
Fiscal Impact	<p>Total Cost: <u>\$900,000.00 plus tax</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: SWD Budget</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	<p>What impacts would the proposal have on historically excluded communities?</p> <p>The work is required to maintain the 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.

4.15

4.15 - Ecology Stormwater Grants Application

Papich, Mark

Council Sponsor : CM Bingle ICM is applying for two Ecology stormwater grants. One for design of the Hill and Dale Park Stormwater Facility and the other for a study on the Garden Springs Creek Culvert. Total funds requested is \$1.1M. The required City match is \$275,000.

Attachments

[PIES Committee Briefing Paper-Ecology Stormwater Grants.docx](#)

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Integrated Capital Management
Contact Name	Mark Papich
Contact Email & Phone	625-6310 & mpapich@spokanecity.org
Council Sponsor(s)	CM Bingle
Committee Date	September 25, 2023
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Ecology Stormwater Grants Applications
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Washington State Department of Ecology Stormwater Financial Assistant Program (SFAP) grants fund capital improvements and are awarded based on the highest water quality benefit provided by the project. Each jurisdiction can be awarded up to \$5 million. Funding requires a 25% match. The funding offer is open every fall. Integrated Capital Management (ICM) has identified two projects from the <i>2023 through 2028 Six-year Citywide Capital Improvement Program - Stormwater Program</i> that meets the funding timeline and will be both eligible and competitive for the grant.</p> <p>Below are the projects for this year's Ecology application.</p> <ul style="list-style-type: none"> • Hill and Dale Park Stormwater Facility to design stormwater treatment and infiltration facility at Hill and Dale Park. Design Funds Requested = \$600,000. • Garden Spring Creek Culvert Study- to study solutions to reduce maintenance on the culver under I-90. Planning funds requested=\$500,000.
Proposed Council Action	
Fiscal Impact	<p>Total Cost: <u>Estimate match to grants \$275,000</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Utility Rates IC</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>
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	<p>Public Works services and projects are designed to serve all residents and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>

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.

4.16

4.16 - Rubicon Global, LLC Annual Software Maintenance & Support

Sloon, Michael

Council Sponsor: CM Bingle for the approval of Rubicon Global annual software maintenance & support.

| For Information

Attachments

[2023 PIES Briefing Paper - Rubicon PL Update.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environmental & Sustainability (PIES)

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 09/25/2023
Agenda Item Name	Rubicon Global, LLC Annual Software Maintenance and Support
Summary (Background)	The City selected Rubicon Global, LLC through RFP #4430-18 to provide route management and telematics solutions. This technology provides paperless routing, navigation, route optimization, service confirmations, exception flagging, photo capabilities, vehicle reports, and additional data collection. Contract term October 1, 2023 through September 30, 2024, for a total cost of \$157,819.00 plus applicable tax. The 2022 cost was \$173,479.00 plus tax.
Proposed Council Action & Date:	Approval of Council on October 9, 2023.
Fiscal Impact:	
Total Cost: \$157,819.00 plus tax	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring – Annual	
Specify funding source:	
4500-44200-37148-54201: \$52,080.27	
4500-45100-37148-54201: \$105,738.70	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring - Annual	
Other budget impacts: NA	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – annual software maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our solid waste collections management and telematics system for Solid Waste Management and Streets.	

4.17

4.17 - CM on Call Contract Parametrix

Council Sponsor: CP Kinnear. Construction Management On Call Contract with Parametrix / Buller, Dan

Attachments

[CM On-Call \\$\\$ Increase - PIES Briefing Paper \(9-25-23\).docx](#)

Committee Agenda Sheet

PIES

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

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

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

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

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

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

4.18

4.18 - SWD-Mechanical Repair Services Contract Renewal

Paine, David

Council Sponsors: CP Kinnear, CM Bingle. Contract renewal 2 of 4 with Knight Const. & Supply

| For Information

Attachments

[Briefing Paper-Knight Const..docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 625-6878
Council Sponsor(s)	CP Kinnear, CM Bingle
Committee Date	September 25, 2023
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal for mechanical repairs at the WTE
Summary (Background)	<p>The necessary scheduled and emergency maintenance work at the WTE requires specialized millwright skills. Contractors must be qualified to perform grate module inspections, replacements and repairs on Von Roll Type R-10046 grates and a Combustion Engineering Continuous Ash Discharge Spreader Stoker in accordance with manufacturers' specifications.</p> <p>On Sept. 20, 2021, bidding closed on PW ITB #5506-21 for these specialized services. Knight Const. & Supply, Inc., of Deer Park, WA, was the only bid received and was determined to be responsive and responsible. The resulting contract was for one year, from Nov. 1, 2021 through Oct. 31, 2022, with the possibility of four (4) one-year renewals. This will be the second renewal and will span from Nov. 1, 2023 through Oct. 31, 2024 and have an anticipated cost not to exceed \$2,200,000.00 plus tax.</p>
Proposed Council Action	Approval of contract renewal
Fiscal Impact	<p>Total Cost: <u>\$2,200,000.00 plus tax</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: SWD Budget</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
The work is required to maintain the 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.

4.19

4.19 - ES -Fish Lake Trail Connection Design

Buller, Dan

Council Sponsor: Kinnear. Fish Lake Trail Phases 1 and 2 Design

| For Information

Attachments

[Fish Lake Trail Ph 1 _ Ph 2 Consultant for Design - PIES Briefing Paper \(9~.docx\)](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Engineering Services
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org , 625-6391
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Fish Lake Trail Connection to Centennial Trail
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City has received a grant for design (phases 1 and 2) and construction (phase 1 only) of the Fish Lake Trail Connection to Centennial Trail project as shown on the attached exhibit. This two-part project connects the existing Fish Lake Trail (see bottom of attached exhibit) with the Centennial trail (see top of attached exhibit) at Sandifur bridge along Government Way and through High Bridge Park.</p> <p>Because of the high number of projects relative to staffing levels, Engineering Services seeks to hire a consultant to do this design. An RFQ is currently being advertised. Upon selection of a consultant and negotiation of a scope a budget, a proposed contract will be forwarded to council for approval.</p> <p>This project, which includes design only, will be paid for mostly with federal grant funds. Because of the way those grant funds were obtained, there will be two design contracts, one for Phase 1, one for Phase 2.</p>
Proposed Council Action	Background information for future request for council approval of consultant contract.
Fiscal Impact Total Cost: <u>\$400,000± for each of the two design contracts</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: Federal grant Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	

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

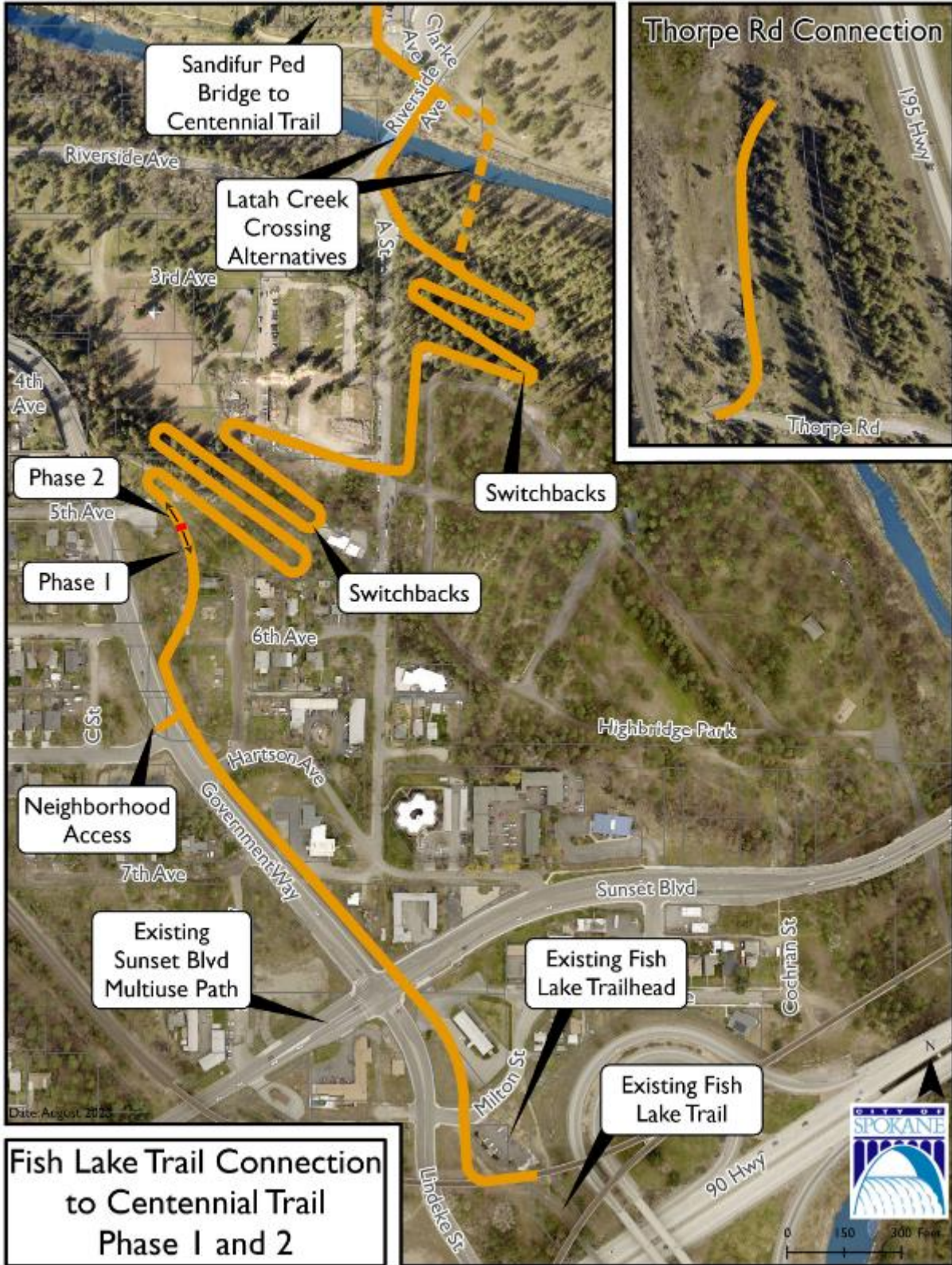
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

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

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

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.



4.20

4.20 - Pacific Ave. Greenway Consult

Council Sponsor: CP Kinnear. Pacific Ave. Greenway Consult for Design / Buller, Dan

Attachments

[Pacific Greenway Consultant for Design - PIES Briefing Paper \(8-28-23\).docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Engineering Services
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org , 625-6391
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Pacific Ave. Greenway
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City has received a grant for design and construction of the Pacific Ave. Greenway, a project which constructs a bike corridor on existing city streets east of downtown and installs new signals at Browne/Pacific and Division/Pacific. See attached exhibit.</p> <p>Because of the high number of projects relative to staffing levels, Engineering Services seeks to hire a consultant to do this design. An RFQ is currently being advertised. Upon selection of a consultant and negotiation of a scope a budget, a proposed contract will be forwarded to council for approval.</p> <p>This is a two phase project as shown in the attached exhibit. This briefing paper pertains only to phase 1 – Howard to Sherman.</p>
Proposed Council Action	Background information for future request for council approval of consultant contract.
Fiscal Impact Total Cost: <u>\$400,000±</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: Federal grant Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

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

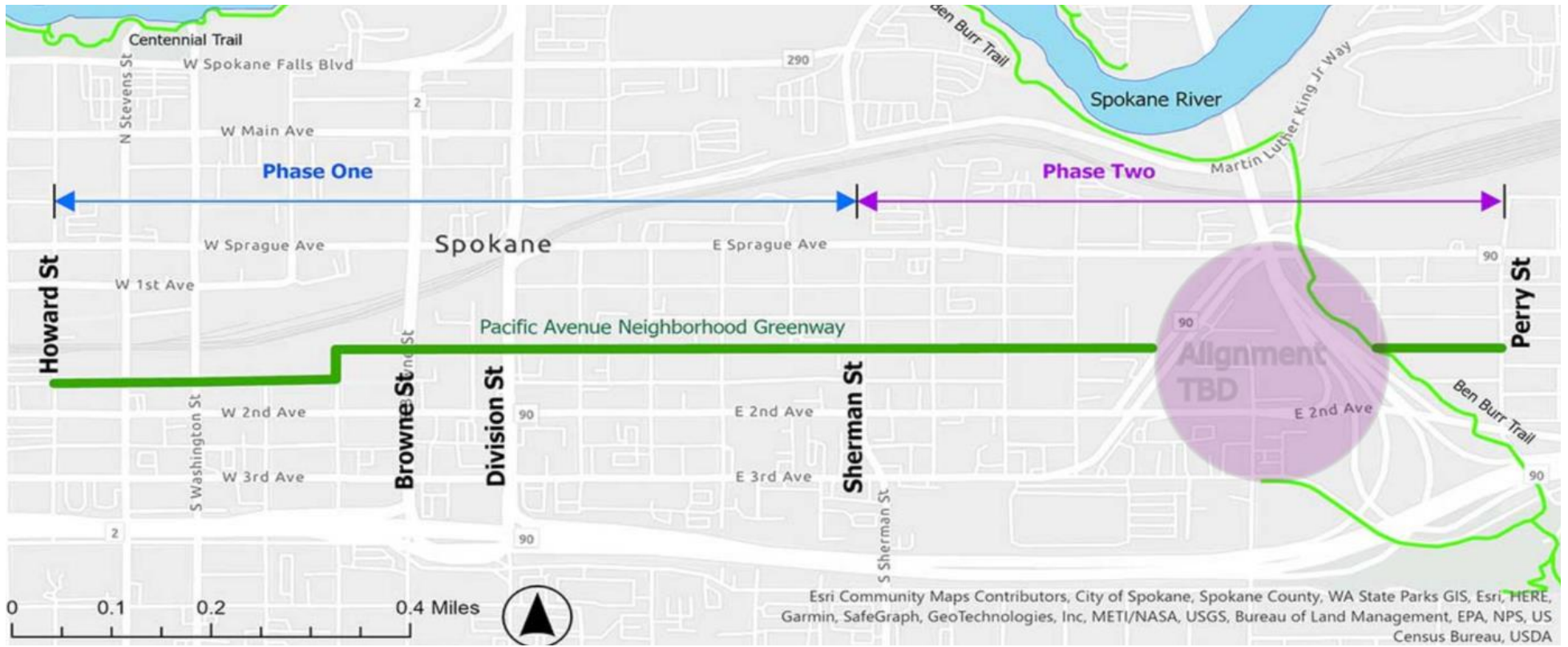
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

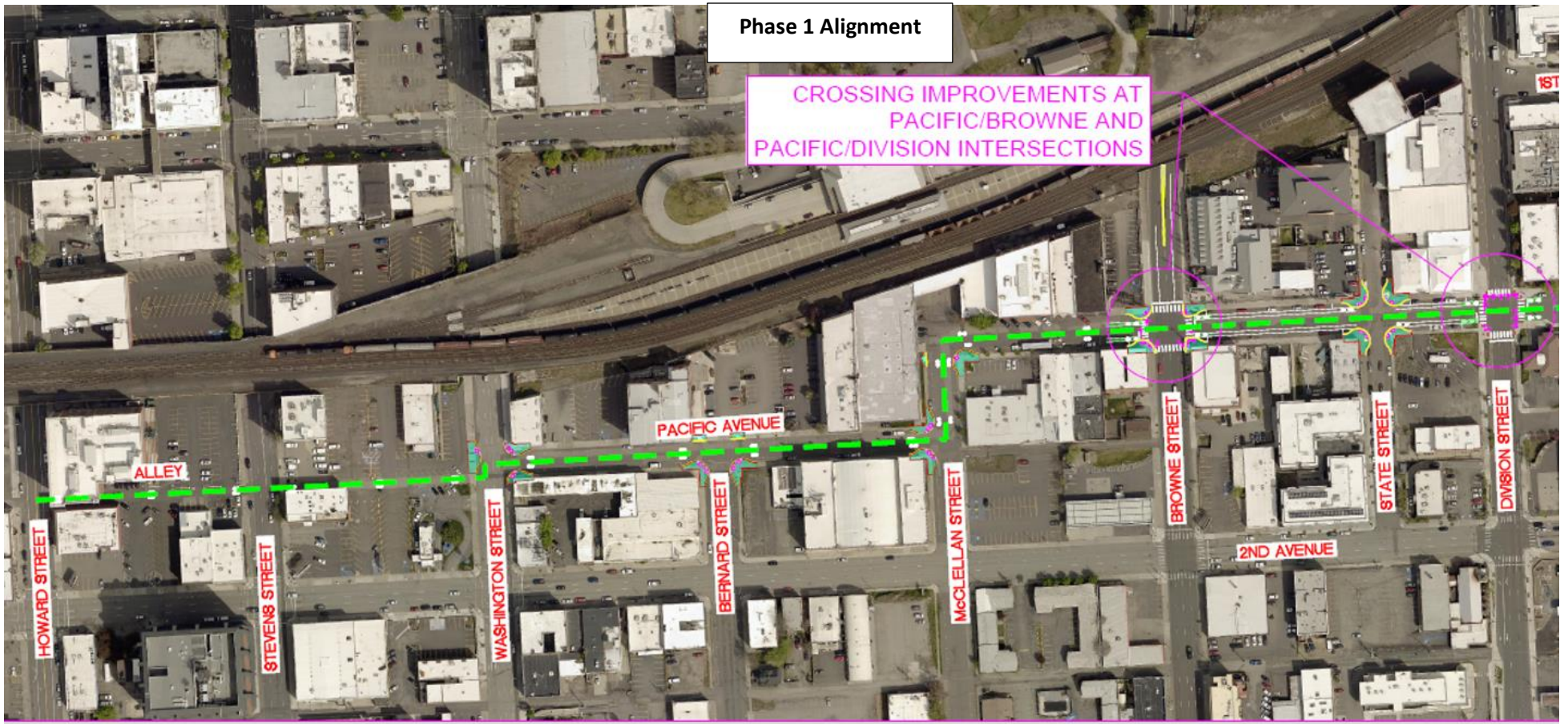
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

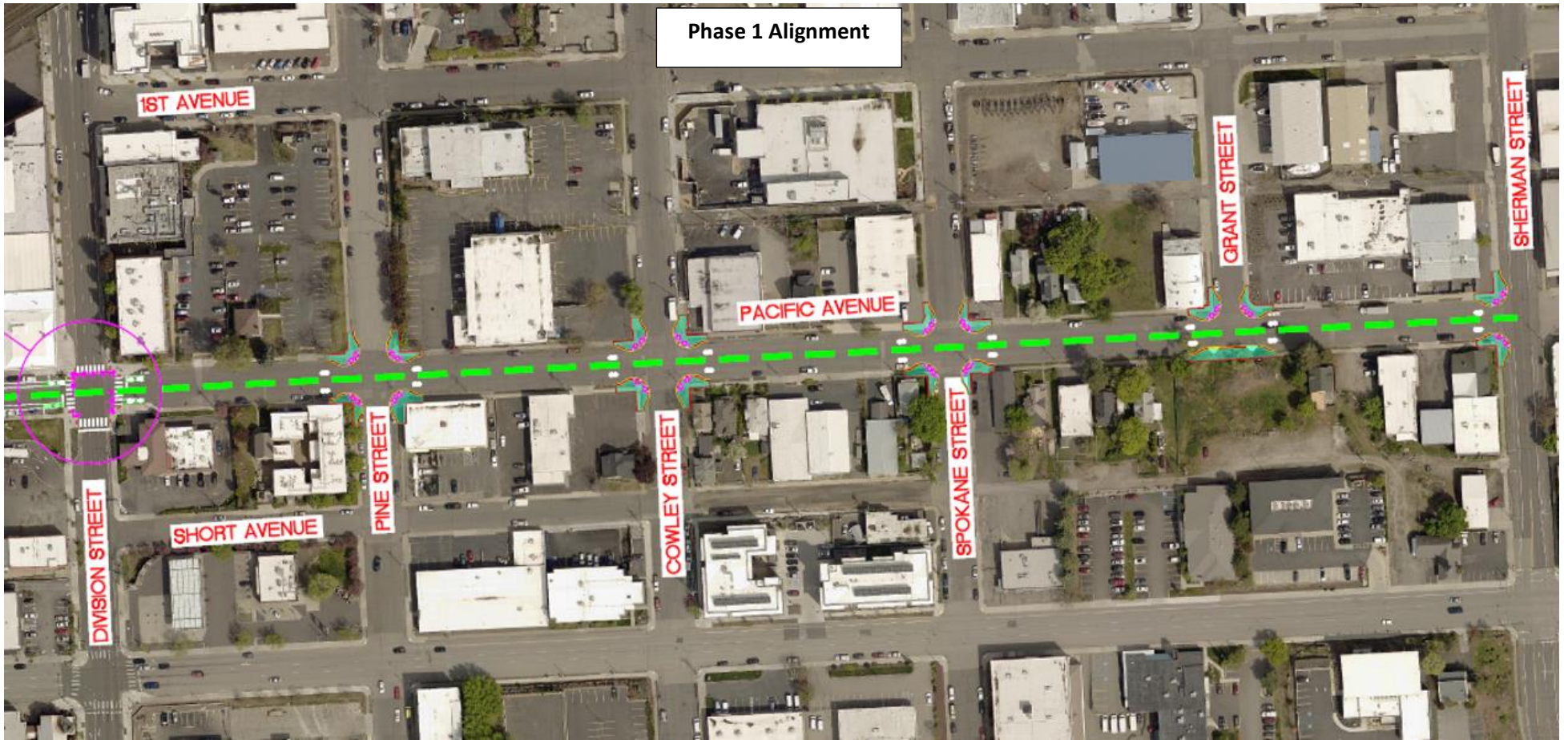
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

Phase 1 & 2







4.21

4.21 - Sewer Easement Through Yokes

Council Sponsor CP Kinnear. Sewer Easement Through Yokes / Buller, Dan

Attachments

[Sewer Easement Through Yokes-Hwy 195 - PIES Briefing Paper \(9-25-23\).docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works, Engineering
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org 625-6391
Council Sponsor(s)	Lori Kinnear
Committee Date	9-25-23
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Sewer Easement Along Hwy 195 Corridor
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> As growth occurs along the Hwy 195 corridor, the water department is upgrading its infrastructure to support that growth. At the July PIES meeting, we presented a briefing paper with an explanation of the overall Marshall Rd. Water Main project as well as the attached exhibit. Most of the construction pictured is planned for 2024. In addition to the water main work, the Wastewater Department plans to extend its trunk main as shown in yellow on the attached exhibit. To connect this trunk main extension to the existing trunk main network, the sewer main must cross the privately owned parcel on which Yokes grocery store sits. Engineering Services has negotiated an easement for this private property crossing. The parcel owner will grant this easement in exchange for \$6.50/SF which results in a total cost of \$135,000. Going around this parcel would be significantly more expensive than going across this parcel. Money for this easement payment would come from Wastewater funds anticipated for this project.
Proposed Council Action	Approval of payment for easement
Fiscal Impact \$135,000 Total Cost: <small>Click or tap here to enter text.</small> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <small>Click or tap here to enter text.</small> Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to	

respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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

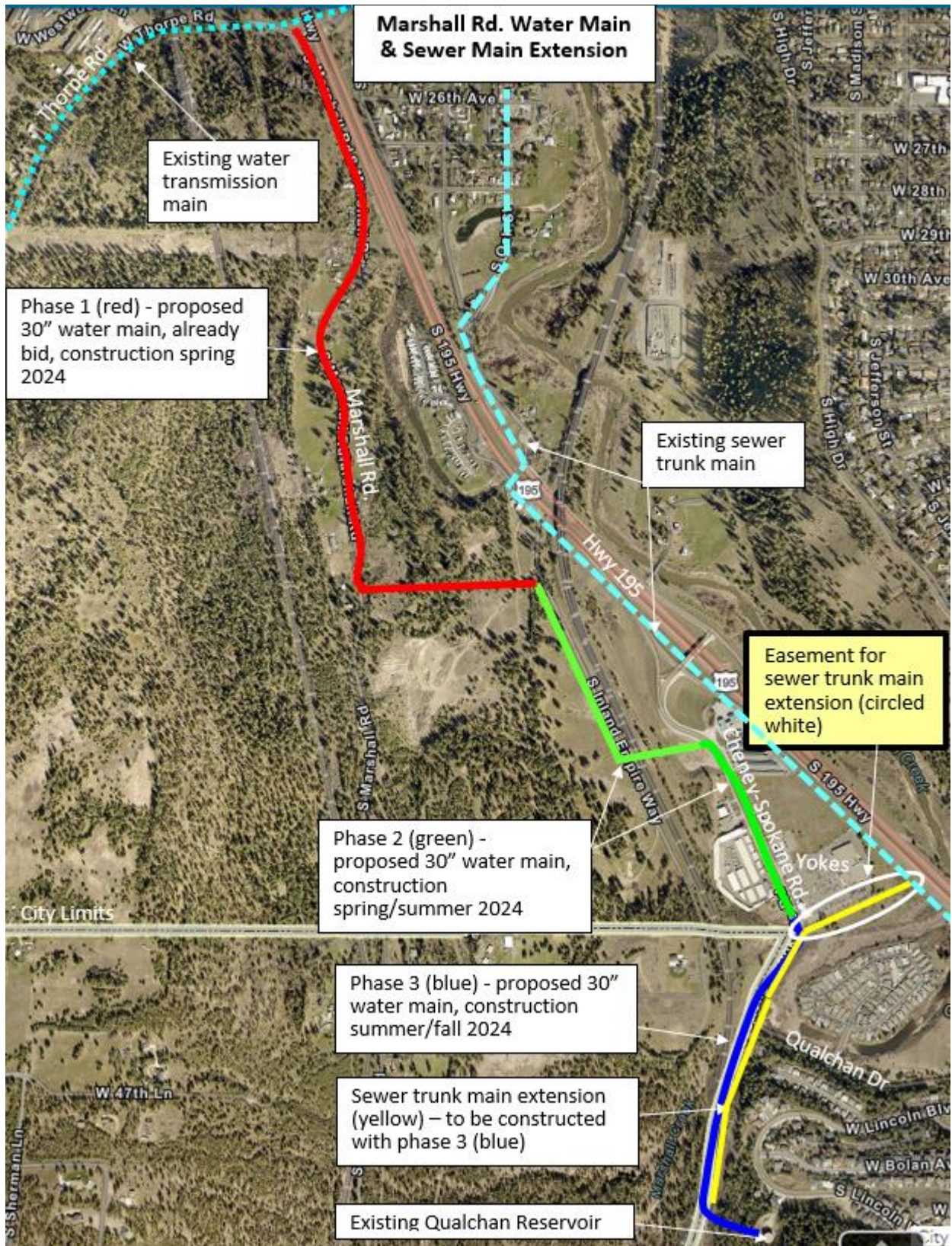
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

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

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

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



5 - Executive Session

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

6 - Adjournment

7 - Next Meeting

The next meeting of the PIES Committee will be held at 1:15 p.m. on October 23, 2023.