

**Urban Experience Committee  
Agenda for 1:15 p.m. Monday, May 9<sup>th</sup>, 2022**

The Spokane City Council's Urban Experience Committee meeting will be held at **1:15 p.m. on May 9<sup>th</sup>, 2022** 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 <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2491 952 4023; 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 Urban Experience Committee meeting is regularly held every 2nd 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**

**I. Call to Order**

**II. Approval of Minutes from April 11<sup>th</sup>, 2022**

**III. Discussion Items**

1. [Reach Planning Proposal \(15 minutes\) Jessie Norris](#)
2. [Spokane Arts Quarterly Update \(10 Minutes\) Melissa Huggins](#)
3. [Funding for VOA's Hope House women's shelter \(15 minutes\) Rae-Lynn Barden](#)
4. [Lease Agreement Amendments – West Central and Northeast Community Centers \(5 minutes\) Carly Cortright](#)
5. [An interim zoning ordinance concerning the siting of indoor shelters for vulnerable and homeless individuals and families; amending SMC 17C.130.100 on an interim basis; and setting a public hearing\(15 minutes\) Eric Finch, Jenn Cerecedes](#)
6. [Remaining Don Kardong Bridge funding impacts and suggested proposed deferred projects \(10 minutes\) Garrett Jones](#)
7. [SMC change for Park Board Term Limits \(10 minutes\) Garrett Jones](#)
8. [Permitting Update \(10 minutes\) Steve MacDonald](#)

**IV. Consent Items**

1. [Amending Ordinance C-26266 to release an easement – Eldon Brown, Developer Services Center](#)
2. [School Safety \(Cycle 9\) Project – Dan Buller, Public Works](#)
3. [Administrative Reserve increase for Post Street Bridge project – Kyle Twohig, Public Works](#)
4. [Mitchell Humphrey FMS Annual Software Maintenance and Support – Michael Sloon, ITSD](#)
5. [SAFEbuilt Plan Review Services Consultant Agreement – Dermott Murphy, Development Services Center](#)

**V. Executive Session**

None

## VI. **Adjournment**

### **Next Urban Experience Committee meeting**

The next meeting will be held at the regular date and time of 1:15 p.m. June 13<sup>th</sup>, 2022.

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [msteinolfson@spokanecity.org](mailto:msteinolfson@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

**STANDING COMMITTEE MINUTES**  
**City of Spokane**  
**Urban Experience**  
**April 11<sup>th</sup>, 2022**

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**Call to Order: 1:15pm**

Recording of the meeting may be viewed here: <https://vimeo.com/698372526>

**Attendance**

Committee Members Present: CP Beggs, CM Bingle, CM Cathcart, CM Stratton, CM Zappone

Committee Members Absent: CM Kinnear, CM Wilkerson

Staff/Others Present: Brian McClatchey, Carly Cortright, Jesten Ray, Dean Gunderson, Shauna Harshman, Eric Finch, Jenn Cerecedes, Hannahlee Allers, Scotty Nicol, Giacobbe Byrd, Shae Blackwell, Jeff Gunn

**Approval of Minutes**

- Action taken  
CM Bingle motions, CM Cathcart seconds. Minutes approved.

**Agenda Items**

Discussion items

1. SMC 10.39 Modifications: Special Events Cost Recovery – Carly Cortright
  - Action taken  
Presentation and Discussion. CP Beggs and CM Zappone sponsor out of committee.
2. Parking Study Implementation – Jesten Ray
  - Action taken  
Presentation and Discussion.
3. New Design Guidelines – Dean Gunderson
  - Action taken  
Presentation and Discussion. CMs Stratton and Cathcart sponsor out of committee.
4. Resolution to Approve Modification to TBD Projects and Funding for 2022 – Shauna Harshman
  - Action taken  
Presentation and Discussion. CMs Zappone and Wilkerson sponsor out of committee.

5. Approval of Cycle 10 Traffic Calming Applications – Shauna Harshman
  - Action taken  
Presentation and Discussion. CMs Zappone and Wilkerson sponsor out of committee.
6. Interim Zoning Ordinance re Indoor Emergency Shelters in HI Zone – Eric Finch
  - Action taken  
Presentation and Discussion.
7. Shelter Provider RFP – Eric Finch
  - Action Taken  
This item was tabled and not discussed.

#### Consent items

1. Value Blanket Contract with Wastequip Manufacturing Company, LLC – Chris Averyt
2. Two Multi-Family Tax Exemption (MFTE) Conditional Agreement(s) – Kara Frashetski
3. Amending Ordinance C-27577 to Release an Easement – Eldon Brown
4. Sunset Rezone – Zoning Map Change – Donna deBit
5. Special Counsel Contract Amendment – Michael Ormsby

#### Executive session

None.

#### Adjournment

The meeting adjourned at **2:34pm**

#### Prepared by:

Jeff Gunn, Legislative Assistant to Council Member Zack Zappone.

#### Approved by:

Zack Zappone, City Council Member.



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Council Member Zack Zappone

## Committee Agenda Sheet

### [COMMITTEE]

<b>Submitting Department</b>	NPAC
<b>Contact Name &amp; Phone</b>	Jessie Norris
<b>Contact Email</b>	reachwestcentral@gmail.com
<b>Council Sponsor(s)</b>	Karen Stratton
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion      Time Requested: 30 minutes
<b>Agenda Item Name</b>	WQTIF Funding Application from REACH and WCNC
<b>Summary (Background)</b>	<p>REACH and the WCNC have been working for the past four months on a request to the City thru NPAC to access WQTIF funds for work related to an overall economic plan for public infrastructure in West Central. The request is for funds to complete concept and schematic design work on projects identified in the WQTIF ordinance and other related public infrastructure together with a community participation process that would inform the scope of the public works projects and establish a funding priority.</p> <p>The application was approved by NPAC and has been forwarded to City Council for approval. This needs to be schedule for Council approval.</p> <p>Conditions of approval to consider:</p> <ol style="list-style-type: none"> <li>1. That this application and the planning, engineering, design, and public participation contracts entered thereunder be administered by the Planning Department and under the direction of the Director of Planning and Economic Development;</li> <li>2. That a Neighborhood Advisory Committee be established to participate in the administration of the above referenced contracts, allowing the neighborhood to have a role in the scope of work, review and selection of contractors, and the implementation and review of progress under the contract.</li> </ol>

<b>Proposed Council Action &amp; Date:</b>	Approve with Conditions
<b>Fiscal Impact:</b> Total Cost: <u>\$300,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: WQTIF  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  West Central is one of the lowest income neighborhoods in Spokane and historically has been in a cycle of disinvestment that has deprived the neighborhood of public resources and investment. Giving a voice to the neighborhood through the process is important.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  This would be part of the public participation that is a substantive element of the proposal.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?  This has been a neighborhood driven effort. The goal is to create an economic development plan and public investment strategy that will allow the neighborhood to reach its desired goals and vision. The overall success of the program will be measured by the following parameters:	

1. Did it lead to an increase in the stability of the neighborhood?
2. Did it result in a general increase in real property values in a manner that does not result in significant displacement of current residents?
3. Did it result in significant increase in private investment and job formation within the neighborhood?

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

This proposal advances the goals and vision of the Comprehensive Plan as it related to the creation of stable neighborhoods and increasing the investment is designated “center” locations. The pan boundary has both a “neighborhood” center and an “employment” center.

This proposal also advances the goals of the City in the formation of the WQTIF in 2007 and as amended in 2020. The purpose of the TIF being to provide funding for public infrastructure that will revitalize the WC neighborhood.

The proposal, by identifying and prioritizing capital projects in the WQTIF, will allow projects to be placed on the City Capital Improvement Program and create the opportunity to leverage TIF funds with other funding sources.

## Committee Agenda Sheet

### [Urban Experience]

<b>Submitting Department</b>	VOA, local non-profit																										
<b>Contact Name &amp; Phone</b>	Rae-Lynn Barden, 509-710-8944																										
<b>Contact Email</b>	rbarden@voaspokane.org																										
<b>Council Sponsor(s)</b>	Lori Kinnear																										
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes																										
<b>Agenda Item Name</b>	Funding for VOA's Hope House women's shelter																										
<b>Summary (Background)</b>	<p><b>Currently we have a verbal commitment of identified city funds to assist with operations until 2023. If those cannot be identified, this is our proposal.</b></p> <p>VOA's Hope House women's shelter has served the Spokane community for over 20 years. Providing shelter to women fleeing domestic violence, experiencing devastating economic hardship and a lack of affordable housing.</p> <p>VOA has operated the shelter through a braided funding model that includes billing our case management services to Medicaid, private donations, respite bed contracts and with some revenue from local (City/County) government.</p> <p>Three years ago, VOA raised funds through grants, private foundations and utilized the federal program LIHTC (low Income housing tax credits) to build a new expanded shelter with 60 permanent supportive housing units above. The building was constructed without any financial support from the City of Spokane with the commitment, the city would increase its annual financial contribution to the shelter in order to address the additional staff needed to accommodate a larger shelter and the rising cost of labor.</p> <p>We are asking the City of Spokane to allocate \$1.2 million dollars each year for 3 years from ARPA funds. Please see the financials below:</p> <p><b>Funding for Fiscal 2023 Hope House Emergency Shelter</b></p> <table> <tr> <td colspan="2"><u>Revenue</u></td> </tr> <tr> <td>Donations</td> <td>\$80,000</td> </tr> <tr> <td>Respite Contracts</td> <td>\$286,000</td> </tr> <tr> <td>County</td> <td>\$232,499</td> </tr> <tr> <td>Cit</td> <td>\$79,000</td> </tr> <tr> <td>Jewitt</td> <td>\$10,000</td> </tr> <tr> <td>FCS</td> <td>\$67,000</td> </tr> <tr> <td><b>Total Revenue</b></td> <td><b>\$754,499</b></td> </tr> <tr> <td colspan="2"><u>Expenses</u></td> </tr> <tr> <td>Payroll</td> <td>\$1,552,413</td> </tr> <tr> <td>Professional fee</td> <td>\$41,528</td> </tr> <tr> <td>Telephone</td> <td>\$10,440</td> </tr> <tr> <td>Office Expense</td> <td>\$368</td> </tr> </table>	<u>Revenue</u>		Donations	\$80,000	Respite Contracts	\$286,000	County	\$232,499	Cit	\$79,000	Jewitt	\$10,000	FCS	\$67,000	<b>Total Revenue</b>	<b>\$754,499</b>	<u>Expenses</u>		Payroll	\$1,552,413	Professional fee	\$41,528	Telephone	\$10,440	Office Expense	\$368
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<b>Proposed Council Action &amp; Date:</b>	May 30, 2022																																						
<b>Fiscal Impact:</b> Total Cost: <u>\$1.2 million annually for 3 years</u> Approved in the current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: American Rescue Fund Act (ARPA)  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> <u>Recurring for 3 years</u>  Other budget impacts: (revenue generating, match requirements, etc.) Requesting ARPA funds																																							
<b>Operations Impacts</b>																																							
What impacts would the proposal have on historically excluded communities?  Hope House shelter is either at, or near capacity each night, with women who are currently being excluded from access to sustainable housing, equitable access to ongoing healthcare and lack of substance abuse treatment facilities. The impact would be moving women, already in marginalized communities, off the streets into permanent housing.																																							
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?  As an entity that accepts state and federal funds, we are required to enter all of the above data points into HMIS that can be accessed by the City at any time. We also are required to report this data to other government agencies and to grant funders.																																							
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?																																							

VOA is a housing first organization with one of our metrics of success is the number of clients housed. For example, pre-pandemic, the shelter would successfully house 40% of women in 90 days.

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

The City of Spokane has stated they are committed to reducing homelessness. Everyday, VOA is operating a shelter that is providing 80 emergency shelter beds to women who would otherwise be sleeping on the street. This has proven to be an effective tool in our community to achieve a reduction in homelessness with our housing first model.

## Committee Agenda Sheet

### Urban Experience

<b>Submitting Department</b>	Office of Neighborhood Services
<b>Contact Name &amp; Phone</b>	Carly Cortright
<b>Contact Email</b>	<a href="mailto:ccortright@spokanecity.org">ccortright@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion      Time Requested: <u>5</u>
<b>Agenda Item Name</b>	Lease Agreement Amendments – West Central and Northeast Community Centers
<b>Summary (Background)</b>	<p>The City of Spokane has had a long-standing arrangement with the West Central Community Development Association and Northeast Community Center Association, both non-profits, to lease and manage the West Central Community Center and Northeast Community Center, respectively, which are city-owned properties. These associations assume responsibility for utilities and maintenance, and in return, the City leases them the property for \$1 per year. This is in recognition of the services our community centers provide to our citizens.</p> <p>The current lease agreements for WCCC and NECC end in December 2023. However, Northeast Community Center Association has requested an extension of the agreement to receive funding from the state to open a mental health clinic at the old Hillyard Library which shares a parcel with NECC. Therefore, we are amending the existing lease agreement with WCCC through December 2032 and amending the existing lease agreement with NECC to include the library location and extending the date from December 2032 as well.</p>
<b>Proposed Council Action &amp; Date:</b>	Approve the amendments at the May 23, 2022 Council meeting
<b>Fiscal Impact:</b> Total Cost: <u>\$0</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 type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: These are revenue generating contracts of \$1 per year	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  <p>Our community centers serve all populations, but traditionally have focused on lower socio-economic groups, which often includes historically excluded communities. Renewing these leases will ensure they continue to be able to serve these individuals.</p> <p>The mission statement of NECC: the Northeast Community Center Association (NECCA) is a non-profit neighborhood organization that strives to improve the quality of life for residents of northeast</p>	

Spokane, with emphasis on social, health, economic, education and recreation needs.

The West Central Community Center serves the citizens of Spokane providing childcare, health and nutrition services, a medical clinic, programs for developmentally disabled adults, and recreation activities for youth and adults.

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

This data is not currently collected by the community centers, but they traditionally have served marginalized populations.

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

The community centers submit quarterly reports regarding their performance metrics which are reviewed by ONS.

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

## Committee Agenda Sheet

### Urban Experience

<b>Submitting Department</b>	NHHS/CHHS
<b>Contact Name &amp; Phone</b>	Eric Finch 6455 and Jenn Cerecedes 6055
<b>Contact Email</b>	<a href="mailto:efinch@spokanecity.org">efinch@spokanecity.org</a> and <a href="mailto:jcerecedes@spokanecity.org">jcerecedes@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CP Beggs and CM Kinnear
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion      Time Requested:
<b>Agenda Item Name</b>	An interim zoning ordinance concerning the siting of indoor shelters for vulnerable and homeless individuals and families; amending SMC 17C.130.100 on an interim basis; and setting a public hearing
<b>Summary (Background)</b>	An interim zoning ordinance concerning the siting of indoor emergency shelters; amending SMC 17C.130.100 on an interim basis; setting a public hearing; and establishing a work program. City Council has previously found that centers for the protection of vulnerable and homeless individuals and families during inclement weather is vital, whether due to extreme cold, extreme heat, poor air quality conditions, severe storms, or other types of civil emergencies, and has further determined that providing protection to Spokane residents from extreme heat, cold and unsafe air is an essential government function. Indoor emergency shelters are not currently allowed in the City's heavy industrial zones and for various reasons are extremely challenging to site in the City's other zones. City staff believes that, if conditioned appropriately, such indoor emergency shelters can be safely located in the City's heavy industrial zones. City staff further believes action is needed to be taken immediately to allow placement of indoor emergency shelters in the City's heavy industrial zones in order to avoid an imminent threat to public health and safety, and to prevent imminent danger to public and private property. This interim zoning ordinance shall be in effect until November 25, 2022 unless extended or cancelled at the public hearing described in Section 4 of the Ordinance. It is anticipated that while this interim zoning ordinance is in effect the city will evaluate whether to make these measures permanent pursuant to the public notice and participation process set forth in Chapter 17G.025 of the Spokane Municipal Code.
<b>Proposed Council Action &amp; Date:</b>	Approve Interim Zoning Ordinance change May 9 <sup>th</sup> , 2022
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: NA  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?	

No impacts seen.

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?

There are no effects seen.

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

Ongoing monitoring related to the interim zoning use is on a case-by-case basis and will be reported as required.

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 interim zoning ordinance is to facilitate the use of certain industrial zoned areas for other uses to meet emergency shelter and environmental shelter needs as defined in SMC 18.05.020.

## ORDINANCE NO. C-\_\_\_\_\_

An interim zoning ordinance concerning the siting of indoor shelters for vulnerable and homeless individuals and families; amending SMC 17C.130.100 on an interim basis; and setting a public hearing.

**WHEREAS**, pursuant to SMC 18.05.010, the City Council has previously found that centers for the protection of vulnerable and homeless individuals and families during inclement weather is vital, whether due to extreme cold, extreme heat, poor air quality conditions, severe storms, or other types of civil emergencies, and has further determined that providing protection to Spokane residents from extreme heat, cold and unsafe air is an essential government function;

**WHEREAS**, pursuant to RCW 35.21.683, effective as of September 21, 2021, cities are not allowed to prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed;

**WHEREAS**, indoor emergency shelters are not currently allowed in the City's heavy industrial zones and for various reasons are extremely challenging to site in the City's other zones;

**WHEREAS**, the City Council finds that many existing buildings that are otherwise suitable for providing indoor emergency shelters are located in the City's heavy industrial zones;

**WHEREAS**, the City Council finds that, if conditioned appropriately, such indoor emergency shelters can be safely located in the City's heavy industrial zones;

**WHEREAS**, sections 35.63.200 and 36.70A.390 of the Revised Code of Washington authorize cities to enact moratoriums, interim zoning maps, interim zoning ordinances, and/or interim official controls without holding a public hearing (see also *Matson v. Clark County Board of Commissioners*, 79 Wash.App. 641, 904 P.2d 317 (1995)); and

**WHEREAS**, pursuant to RCW 35.63.200 and 36.70A.390, when the City Council adopts an interim zoning ordinance without holding a public hearing on the proposal, it must hold a hearing on the adopted interim zoning ordinance within at least sixty (60) days of its adoption; and

**WHEREAS**, the City intends to implement the interim zoning ordinance contained in this ordinance and which amends SMC 17C.130.100; and

**WHEREAS**, the City also intends to conduct a work program during the pendency of this interim zoning ordinance, to enable the City Council to hear feedback from the public and interested stakeholders concerning a possible permanent amendment to the City's zoning regulations to allow the location of indoor emergency shelters in the City's heavy industrial zones; and

**WHEREAS**, pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act ("SEPA") because action needs to be taken immediately to allow placement of indoor emergency shelters in the City's heavy industrial zones in order to avoid an imminent threat to public health and safety, and to prevent imminent danger to public and private property; and

**WHEREAS**, the City Council adopts the foregoing as its findings of fact justifying its adoption of this ordinance and documenting the existence of an emergency; and

**WHEREAS**, the City Council finds that this interim zoning ordinance is necessary for the immediate preservation of the public peace, health, or safety and for the immediate support of City government and its existing public institutions.

**NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:**

**Section 1. Interim Zoning Ordinance Adopted.** An interim zoning ordinance is adopted as specified in Section 6 of this ordinance.

**Section 2. Purpose.** The purpose of this interim zoning ordinance is to allow the siting of indoor emergency shelters in the City's heavy industrial zones, subject to appropriate conditions as specified.

**Section 3. Duration of Interim Zoning Ordinance.** This interim zoning ordinance shall be in effect until **November 25, 2022** unless extended or cancelled at the public hearing described in Section 4 of this Ordinance. It is anticipated that while this interim zoning ordinance is in effect the city will evaluate whether to make these measures permanent pursuant to the public notice and participation process set forth in Chapter 17G.025 of the Spokane Municipal Code.

**Section 4. Public Hearing.** Pursuant to RCW 35.63.200 and 36.70A.390, the City Council shall hold a public hearing on this interim zoning ordinance on **July 25, 2022**. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this interim zoning ordinance, and either extend it for an additional six-month period beyond **November 25, 2022**, or cancel it.

**Section 5. Severability.** If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent



jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**Section 6.** That section 17C.130.100 of the Spokane Municipal Code is amended on an interim basis to read as follows:

[Section 17C.130.100](#) Industrial Zones Primary Uses

A. Permitted Uses (P).

Uses permitted in the industrial zones are listed in Table 17C.130-1 with a “P.” These uses are allowed if they comply with the development standards and other standards of this chapter.

B. Limited Uses (L).

Uses allowed that are subject to limitations are listed in Table 17C.130-1 with an “L.” These uses are allowed if they comply with the limitations as listed in the footnotes following the table and the development standards and other standards of this chapter. In addition, a use or development listed in Part 3 of this division, Special Use Standards, is also subject to the standards of those chapters.

C. Conditional Uses (CU).

Uses that are allowed if approved through the conditional use review process are listed in Table 17C.130-1 with a “CU.” These uses are allowed provided they comply with the conditional use approval criteria for that use, the development standards, and other standards of this chapter. Uses listed with a “CU” that also have a footnote number in the table are subject to the standards cited in the footnote. In addition, a use or development listed in Part 3 of this division, Special Use Standards, is also subject to the standards of those chapters. The conditional use review process and approval criteria are stated in [chapter 17C.320 SMC](#), Conditional Uses.

D. Uses Not Permitted (N).

Uses listed in Table 17C.130-1 with an “N” are not permitted.

Existing uses in categories listed as not permitted may be subject to the standards of [chapter 17C.210 SMC](#), Nonconforming Situations.

<b>Table 17C.130-1</b> <b>Industrial Zones Primary Uses</b>			
<b>Use is:</b> <b>P</b> – Permitted; <b>N</b> – Not Permitted; <b>L</b> – Allowed, but with Special Limitations; <b>CU</b> – Conditional Use Review Required	<b>LI Zone</b> <b>(Light Industrial)</b>	<b>HI Zone</b> <b>(Heavy Industrial)</b>	<b>PI Zone</b> <b>(Planned Industrial)</b>
<b>Residential Categories</b>			
Group Living	L[1]	N	L[3]
Residential Household Living	L[2]	L[2]	L[3]
<b>Commercial Categories</b>			
Adult Business	L[4]	N	N
Commercial Outdoor Recreation	P	P	CU
Commercial Parking	P	P	P
Drive-through Facility	P	P	P
Major Event Entertainment	CU	CU	CU
Office	P	P	P

Quick Vehicle Servicing	P	P	P
Retail Sales and Service	L/CU[5]	L/CU[6]	L[7]
Mini-storage Facilities	L[8]	L[8]	L[8]
Vehicle Repair	P	P	P
Mobile Food Vending	L[12]	L[12]	L[12]
<b>Industrial Categories</b>			
High Impact Use	L[9]	L[9]	N
Industrial Service	P	P	P
Manufacturing and Production	P	P	P
Railroad Yards	CU	P	P
Warehouse and Freight Movement	P	P	P
Waste-related	CU	CU	CU
Wholesale Sales	P	P	P
<b>Institutional Categories</b>			
Basic Utilities	P	P	P
Colleges	P	N	L[10]
Community Service	P	<del>(N)</del> P	<del>(N)</del> P

Daycare	P	CU	L[10]
Medical Centers	P	N	L[10]
Parks and Open Areas	P	CU	P
Religious Institutions	P	N	N
Schools	P	N	L[10]
<b>Other Categories</b>			
Agriculture	P	P	P
Aviation and Surface Passenger Terminals	P	P	P
Detention Facilities	CU	CU	CU
Essential Public Facilities	CU	CU	CU
Mining	CU	CU	CU
Rail Lines and Utility Corridors	P	P	P
Notes: <ul style="list-style-type: none"> <li>• The use categories are described in <a href="#">chapter 17C.190 SMC</a>.</li> <li>• Standards that correspond to the bracketed numbers [ ] are specified in <a href="#">SMC 17C.130.110</a>.</li> <li>• Specific uses and developments may be subject to the standards in Part 3 of this division, Special Use Standards.</li> <li>• Standards applicable to conditional uses are stated in <a href="#">chapter 17C.320 SMC</a>.</li> </ul>			

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

## Urban Experience Committee Agenda Sheet

<b>Submitting Department</b>	Parks and Recreation
<b>Contact Name &amp; Phone</b>	Garrett Jones – 509-363-5462
<b>Contact Email</b>	gjones@spokanecity.org
<b>Council Sponsor(s)</b>	Councilmembers Karen Stratton and Zack Zappone
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion      Time Requested: 10 minutes
<b>Agenda Item Name</b>	Spokane Municipal Code Chapter 04.11 language add relating to Park Board member terms
<b>Summary (Background)</b>	<p>Currently SMC 04.01.030 reads: Unless otherwise specifically prohibited by the document creating the appointment to a City board, commission or agency, the incumbent members appointed by the city council shall continue to serve and remain a voting member beyond the expiration of his or her term until a replacement member has been appointed and assumed the position. The proposed language change to Section 04.11.015 reads as follows:</p> <p>Notwithstanding any other provision of law, a park board member whose term has expired may not continue to serve after expiration of his or her term. If approved by the Park Board, the recommendation will come before City council for consideration/approval.</p> <p>The Park Board Charter contains specific language, stating the time and date dictating when an expired Park Board member's term ends, and this language is consistent with the tradition and practice of expired Park Board member terms, mandating that a member not return to their seat, if vacant. The allowance of the SMC language for an expired member to remain in their seat is contrary to that PB charter language, tradition, and practice. For this reason, the Park Board wishes to have consistency which respects its charter language, tradition and practice.</p>

<b>Proposed Council Action &amp; Date:</b>	Approve proposed language to the Spokane Municipal Code Chapter 04.11
<b>Fiscal Impact:</b> Total Cost: <u>Budget neutral</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	

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



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

An ordinance relating to membership terms Spokane Park Board members, adopting a new section 04.11.015 to Chapter 4.11 of the Spokane Municipal Code.

WHEREAS, the Spokane Park Board is established pursuant to Article V of the City of Spokane Charter; and

WHEREAS, pursuant to Charter Sections 41 and 42, Park Board members are appointed by the City Council and their membership is limited to two five-year terms; and

WHEREAS, pursuant to Spokane Municipal Code (SMC) Section 04.01.030D, unless otherwise specifically prohibited by the document creating the appointment to a City board, an incumbent board member shall continue to serve and remain a voting member beyond the expiration of his or her term until a replacement member has been appointed and assumed the position; and

WHEREAS, the Park Board recently voted unanimously to ask the Spokane City Council to amend Chapter 04.11 SMC to provide that, notwithstanding SMC 04.01.030D, a park board member whose term has expired may not continue to serve after expiration of the member's term;-- Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new section 04.11.015 to Chapter 04.11 SMC to read as follows:

**Section 04.11.015 Park Board – Term of Office**

Notwithstanding any other provision of law, a park board member whose term has expired may not continue to serve after expiration of the member's term.

Passed by the City Council on \_\_\_\_\_.

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

Attest:

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

\_\_\_\_\_  
Mayor

Approved as to form:

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

\_\_\_\_\_  
Date

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

## Committee Agenda Sheet

### Urban Experience Committee

<b>Submitting Department</b>	Developer Services Center
<b>Contact Name &amp; Phone</b>	Eldon Brown
<b>Contact Email</b>	<a href="mailto:ebrown@spokanecity.org">ebrown@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Zack Zappone
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion     Time Requested: _____
<b>Agenda Item Name</b>	Amending Ordinance C-26266 to release an easement
<b>Summary (Background)</b>	<p>The Downtown Stadium Project is underway and is being built across the vacated right-of-way of Gardner Ave between Howard and Washington.</p> <p>When that stretch of right-of-way was vacated back in 1981, the City reserved an easement across it for the utilities of Pacific Northwest Bell (now Lumen). Lumen no longer has facilities in that area and is agreeable to the easement release. Developer Services – Engineering would like to amend the ordinance to release the easement that is no longer necessary. (See attached map)</p>
<b>Proposed Council Action &amp; Date:</b>	Precedes a new first reading of the amended ordinance
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/>  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? NA	
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?  Addressed in Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.	



# Easement Location



**Right-of-way Description:**  
**Portion of Gardner Ave between Howard St**  
**and Washington St. vacated via**  
**Ordinance C-26266**

## Legend

 Easment Location

THIS IS NOT A LEGAL DOCUMENT:  
 The information shown on this map is compiled  
 from various sources and is subject to constant  
 revision. Information shown on this map should  
 not be used to determine the location of facilities  
 in relationship to property lines, section lines,  
 streets, etc.





## Committee Agenda Sheet

### Urban Experience

<b>Submitting Department</b>	Public Works, Engineering
<b>Contact Name &amp; Phone</b>	Dan Buller 625-6391
<b>Contact Email</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	X Consent <input type="checkbox"/> Discussion Time Requested: _____
<b>Agenda Item Name</b>	School Safety (Cycle 9) Project
<b>Summary (Background)</b>	<ul style="list-style-type: none"> <li>• This is the annual school safety project funded by school zone infraction funds</li> <li>• The project has components throughout the city – refer to the attached exhibit.</li> <li>• Project components include sidewalk infill, curb ramps, twenty mph flashing signs, as well as crosswalk markings, curb bumpouts, center islands, pedestrian hybrid beacons, and rapid flashing beacons at crosswalks</li> <li>• Construction is planned this summer.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	Following bid opening, we will bring the contract to Council for approval.
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget?      X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source      X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds)  Expense Occurrence      X One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

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

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

The projects 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.

## **Major Project Components**

### **District 1**

- Rectangular rapid flashing beacon\*\* (RRFB) – Euclid & Cook (near Andrew Rypien Field & Bemiss Elementary)
- HAWK\* signal – Francis & Cook (near Arlington Elementary)
- School 20 When Flashing – Perry & Dalton and Morton & Dalton (near Gonzaga Prep)
- Sidewalk infill – Helena from Everett to North, 2 blocks (near Whitman Elementary)
- Sidewalk infill – North from Perry to Helena, 1 block (near Whitman Elementary)
- Sidewalk infill – Sanson from Perry to Helena, 1 block (near Whitman Elementary)
- 

### **District 2**

- Rectangular rapid flashing beacon\*\* (RRFB) – 18<sup>th</sup> & Bernard (near Cataldo Elementary)
- Rectangular rapid flashing beacon\*\* (RRFB) – 9<sup>th</sup> & Perry (near Grant Elementary)

### **District 3**

- HAWK\* signal – Northwest & York (near Audobon Elementary)
- Sidewalk infill – Everett from Wall to Whitehouse, 4 blocks (near Franklin Park)

\*Examples of HAWK signals can be found:

- At Division & Boone
- On Grand next to Manito Park

\*\* Examples of RRFBs can be found:

- at Sprague & Scott (west of the Hamilton St. overpass near the sewer)
- at Wellesley & Helena (in front of Rogers HS)

## Committee Agenda Sheet

### Urban Experience

<b>Submitting Department</b>	Public Works, Engineering
<b>Contact Name &amp; Phone</b>	Kyle Twohig 625-6152
<b>Contact Email</b>	<a href="mailto:ktwohig@spokanecity.org">ktwohig@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	X Consent <input type="checkbox"/> Discussion Time Requested: _____
<b>Agenda Item Name</b>	Administrative Reserve increase for Post Street Bridge project
<b>Summary (Background)</b>	<ul style="list-style-type: none"> <li>The Post Street Bridge is at the end of its service life and in the process of being replaced and the arches rehabilitated</li> <li>The project consists of removing the bridge structure atop the original arches, rehabilitating the historic arches, and rebuilding a new bridge structure on the reinforced arches</li> <li>The bridge also carries one of the most critical sewer crossings (54" in diameter) from the south to the north side of the river. This sewer interceptor must remain live throughout construction and is being upgraded to a 60" pipe with the project</li> <li>During construction, the arches were found to be in worse condition than anticipated and required more extensive repairs to remain safe and support the new structure</li> <li>To protect the arches and bridge structure during demolition, the contractor had to resequence their demolition plan from the time of bid which added cost and time</li> <li>Engineering Services requests to increase the administrative reserve on the project by \$3,650,000 to cover the costs of the above items</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	Request to increase the administrative reserve for the project will be brought before City Council for approval.
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget?      X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source      X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds)  Expense Occurrence      X One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	

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

N/A – This contract supports 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?

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



## Committee Agenda Sheet

### Urban Experience Committee

<b>Submitting Department</b>	Innovation and Technology Services Division
<b>Contact Name &amp; Phone</b>	Michael Sloon, 625-6468
<b>Contact Email</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Michael Cathcart
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion      Time Requested: May 9 <sup>th</sup> , 2022
<b>Agenda Item Name</b>	Mitchell Humphrey FMS Annual Software Maintenance and Support
<b>Summary (Background)</b>	This contract is necessary in order to obtain software upgrades for all modules and receive Mitchell Humphrey Help Desk support. Mitchell Humphrey is the only authorized firm to provide maintenance services on this software system. Included in this support are: General Ledger and related modules, Budget Ledger, Fixed Assets, Accounts Payable, Accounts Receivable - Invoice, Purchasing and related modules, FMS-EXEC, Test Account, FMS Productivity Suite and AP ACH Wire Transfer. Term is July 1, 2022 – June 30, 2023. 2021 contracted amount was \$94,260.00 excluding taxes.
<b>Proposed Council Action &amp; Date:</b>	Pass Council on May 23rd, 2022
<b>Fiscal Impact:</b> Total Cost: \$101,585.00 excluding taxes Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring – Annual  Specify funding source: 5300-73300-18850-54820  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring – Annual  Other budget impacts: NA	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – annual software maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service in our Financial Management System.	

## Committee Agenda Sheet

### [COMMITTEE]

<b>Submitting Department</b>	Development Services Center
<b>Contact Name &amp; Phone</b>	Dermott Murphy / 625-6142
<b>Contact Email</b>	<a href="mailto:dgmurphy@spokanecity.org">dgmurphy@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Stratton & CM Cathcart
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	SAFEbuilt Plan Review Services Consultant Agreement
<b>Summary (Background)</b>	<p>The DSC requested professional on-call plan review service proposals from qualified Firms to augment the City plan review services.</p> <p>The DSC requested written responses to this Informal Request for Proposal (IRFP) for selection of on-call or as-needed technical plan review services associated with one or more proposed projects, including conformance with Federal, State and local regulations, particularly the Washington State adopted Building Codes and general compliance with City Standards, Ordinances, and Regulations. This enabled the DSC to control costs and provide a high level of professional services to all City departments and the community, while keeping the allocated time-frames for reviews on time and on track. The DSC believes the interests of the community can be best served by using a private firm for additional City building plan review services. It is expected that such a firm would be able to contract available resources in response to workflow demands.</p>
Development Services Center	
<b>Fiscal Impact:</b> 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:  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  UNKNOWN	
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?

Concerning the effect of the program and monitoring :

1. When plans and supporting documents are deemed acceptable for permit issuance, all supporting documents shall be returned to City Hall for permit processing.
2. The company will provide accurate and complete plan review reports in a form acceptable to the City.
  - a. Provide data for input into permit management system.
3. The company will provide a high level of customer service to City representatives and customers alike including but not limited to:
  - a. Being readily available by phone, in person, and e-mail.
  - b. Clearly and tactfully communicating accurate and complete information regarding the findings of plan reviews and Code requirements to City representatives and customers.
  - c. The back and forth revision process and customer questions during that process will be handled by the Firm.
4. The plan reviews submitted by the company will be reviewed by the Deputy Building Official or his staff for correct building code citations and consistency throughout.

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?

By contracting with an outside company, we can keep the timelines for residential reviews within the 2-week timeframes as requested by the Mayor and providing excellent customer service to the community



**City of Spokane**  
**CONSULTANT AGREEMENT**  
**Title: PLAN REVIEW SERVICES**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SAFE BUILT WASHINGTON, LLC**, whose address is 3755 Precision Drive, Suite 140, Loveland, Colorado 80538 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide Building Plan Review Services and*

*WHEREAS, the Consultant was selected from an Informal Request for Proposals No. 5588-22.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on May 1, 2022, and ends on April 30, 2024, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed upon mutual agreement of the Parties.

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

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

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in the City's Informal Request for Proposal, and in Consultant's Response dated March 22, 2022 which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

#### 4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$180,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### 5. PAYMENT.

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

#### 6. REIMBURSABLES

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is

incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

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

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

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

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

## **9. SOCIAL EQUITY REQUIREMENTS.**

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

one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

#### **10. INDEMNIFICATION.**

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

#### **11. INSURANCE.**

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

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

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

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

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties

who are additional insureds, and include applicable policy endorsements, the –forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

## **13. AUDIT.**

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

## **14. INDEPENDENT CONSULTANT.**

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

## **15. KEY PERSONS.**

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such



individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

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

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

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

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

#### **18. NO CONFLICT OF INTEREST.**

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

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

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

notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

## **20. INTELLECTUAL PROPERTY RIGHTS.**

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

## **21. CONFIDENTIALITY.**

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

## **22. DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall

mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

## **23. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

## **24. EXPANSION FOR NEW WORK.**

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes,

emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

## **25. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties

agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**SAFEBUILT WASHINGTON, LLC**

**CITY OF SPOKANE**

By                      April 20, 2022  
Signature                      Date

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

Avner Alkhas  
Type or Print Name

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

CFO  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments:**

Exhibit A – Certificate Regarding Debarment

Exhibit B – Consultant's March 22, 2022 Response to IRFP

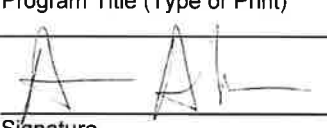
**EXHIBIT A**

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

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

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

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

<b>SAFEbuilt Washington, LLC</b> Name of Subrecipient / Contractor / Consultant (Type or Print)	 Program Title (Type or Print)
<b>Avner Alkhas</b> Name of Certifying Official (Type or Print)	 Signature
<b>CFO</b> Title of Certifying Official (Type or Print)	<b>April 20, 2022</b> Date (Type or Print)

## **EXHIBIT B**

Insert next page



**IRFP No. 5588-22**

**Plan Review Services**

**ELECTRONIC**

**City of Spokane, WA**

**March 22, 2022 | 10:00 AM**

**Shani Canillas**

Account Manager  
970.294.6801  
scanillas@safebuilt.com

**David Spencer**

State Operations Manager  
425.213.2612  
dspencer@safebuilt.com

**SAFEbuilt Washington, LLC**

**SAFEbuilt®**



# Letter of Submittal

Tuesday, March 22, 2022

City of Spokane

ATTN: Connie Wahl, City of Spokane Purchasing Department

808 West Spokane Falls Boulevard

Spokane, WA 99201-3316

RE: IRFP No. 5588-22 for Plan Review Services

Dear Ms. Wahl:

SAFEbuilt Washington, LLC (SAFEbuilt) is pleased to present our proposal in response to the Informal Request for Proposals (IRFP) for Plan Review Services for the City of Spokane. Accurate and timely Building Department Support services are critical to helping support City development. SAFEbuilt provides efficient and effective solutions using proven methods that deliver high customer satisfaction at a reasonable cost.

Although we will likely not be the "cheapest," we believe we offer the most economical and beneficial solution for the City. When the total cost of permit delays and other issues are compared with the "cheaper solution," it is evident that SAFEbuilt offers a better overall value to the City. We are the leader in supplemental and turn-key municipal services throughout the country. Currently, we provide building code services to 22 municipal and governmental agencies in Washington, including the cities of Arlington, Mill Creek, Bellevue, Issaquah, King County, Kittitas County, and more. We also have two years of demonstrated experience supporting the City of Spokane with these services.

It is essential to choose a company with demonstrated abilities capable of fully delivering Building Department Support services when you need them. Our long-term experience with many Washington communities provides SAFEbuilt with a thorough working knowledge of the requirements and expectations of the City. Our previous work highlights our technical expertise to perform these services quickly, well-qualified, and resourcefully. We have provided examples of our work, each similar to the contract's size, scope, and complexity.

SAFEbuilt is your local partner with the capacity to customize services to meet your needs. We stand ready to accept any work you request, and we are fully capable of performing urgent assignments with short notice and rapid turnaround. We commit to delivering the services your community needs in a manner that elected officials, City staff, stakeholders, and citizens desire and deserve.



## CORPORATE ENTITY

Colorado Corporation, legally certified to conduct business in the State of Washington

## OWNERSHIP

SAFEbuilt Washington, LLC is a wholly owned subsidiary of SAFEbuilt, LLC.

## SIGNING AUTHORITY

Mr. Avner Alkhas  
Chief Financial Officer  
444 N. Cleveland Avenue, Suite 444  
Loveland, CO 80537  
970.292.2219  
aalkhas@safebuilt.com

## PRIMARY PROJECT CONTACT

Ms. Shani Canillas  
Account Manager  
970.294.6801  
scanillas@safebuilt.com

## PROJECT OFFICE

16211 114th Avenue SE, Suite 219  
Bellevue, WA 98004



MAKING A DIFFERENCE WHERE YOU NEED US



SAFEbuilt Washington, LLC does not currently, nor have they formerly employed any employees from the City during the period of the past twelve months from today's date. Further, SAFEbuilt acknowledges and complies with the terms and conditions presented in the IRFP as written with one minor modification (shown below):

**Reference Section**

Attachment 1: IRFP – Terms and Conditions, Page 4, 17. Liability, First Paragraph, First Sentence

**Modification Request**

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all **third-party** claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract

Our proposal details our services, qualifications, and proposed staff for delivering outstanding Plan Review Services to support the City. We enthusiastically present this proposal for your review and evaluation and thank you for taking the time to assess our proposal. If you have any questions or need clarifications, please contact your Account Manager, Ms. Shani Canillas, at 970.294.6801 or by email scanillas@safebuilt.com.

Best Regards,



Avner Alkhas, Chief Financial Officer  
SAFEbuilt, LLC



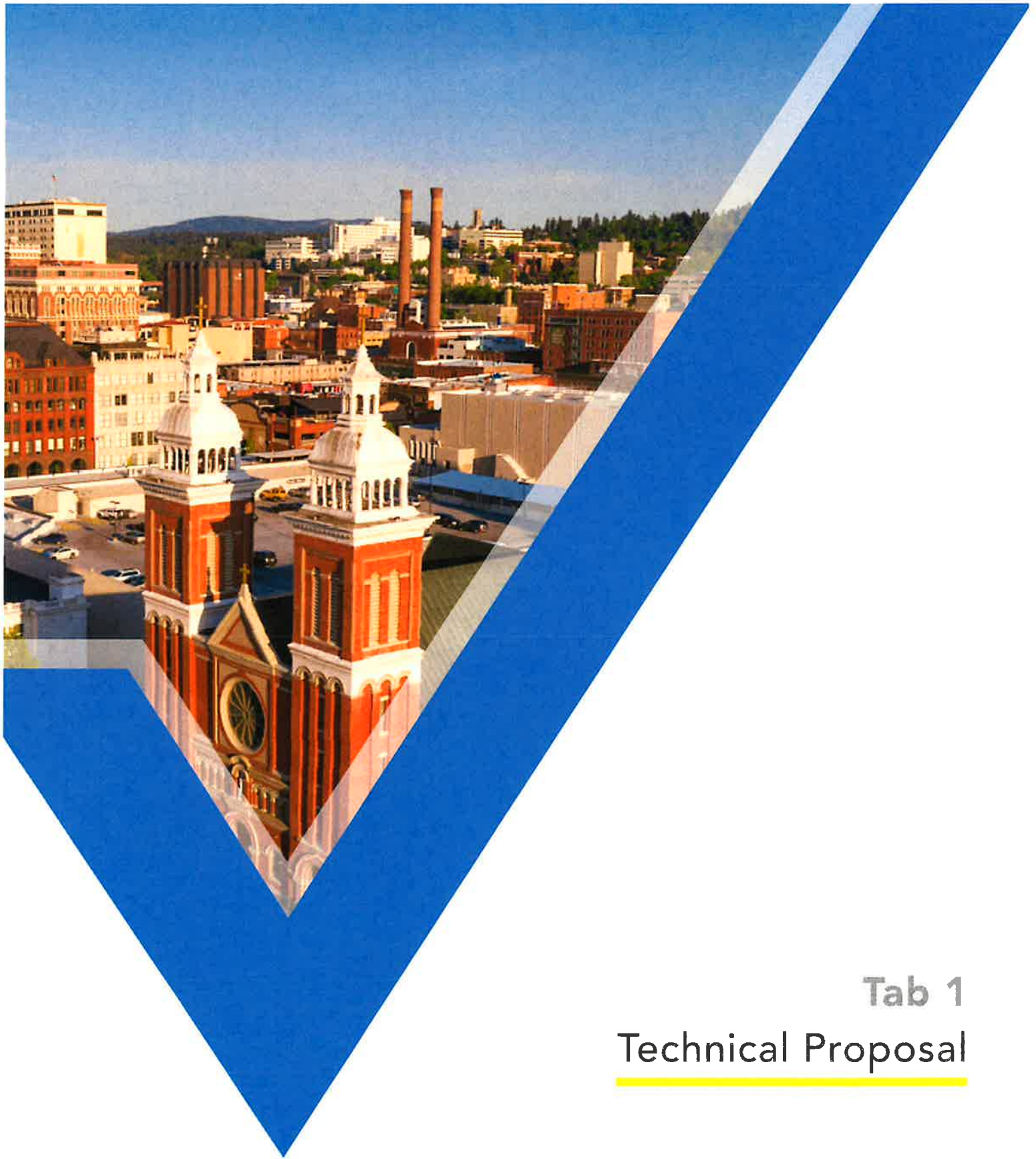


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Tab 1  
Technical Proposal

## Technical Proposal

SAFEbuilt is a multi-disciplinary community development services provider performing thousands of plan reviews, inspections, and a wide array of building department, planning, engineering, and other professional services. Our objective is to provide the City with a reliable team of professionals who possess the right credentials and experience to perform the requested services successfully. Our team is well-versed in the area and has supported many contracts throughout Washington with similar size and scope of services to the City of Spokane.

### Understanding of Project Requirements

The City Needs:

- A team of professionals to perform high-quality plan review services, including new construction
- Work to be performed with the highest degree of integrity in a manner consistent with industry best practices, conflict of interest laws, and City policies
- A solution to control costs and provide a high level of professional services to all City departments and the community

SAFEbuilt Offers:

- ✓ A team of professionals with high-level experience and skills to successfully provide a team of Plans Examiners with a customer service focus and thorough knowledge of building department policies and procedures and promoting cooperation and partnership with other jurisdiction departments and outside agencies
- ✓ Licensed Plan Review Engineers and ICC Certified Plans Examiners for thorough and timely building and fire plan reviews
- ✓ Additional staffing as needed when workload increases to maintain exceptional service
- ✓ A high level of customer service for internal and external customers
- ✓ Additional services as-needed/-requested to support the City's changing workload
- ✓ A cost-effective solution that remains within budget constraints

With our expert personnel and decades of experience, we have the qualifications and means to meet the City's objectives to retain a third-party private provider for plan review to support the City. We have a history of customer confidence and a reputation for delivering services on time and within budget. We recognize the importance of staying on schedule and keeping up with the volume of permits the City receives. SAFEbuilt is ready to help the City catch up on plan reviews and remain current with permits.

Our plan review professionals use best practices to meet each municipality's service requirements, managing projects effectively and efficiently. Some examples of previous plan review projects include high-rise buildings, casinos, regional shopping centers, hotels, resorts, hospitals, sports arenas, detention facilities, police stations, fire stations, city halls, libraries, schools, industrial facilities, hazardous occupancies, trash recycling, essential facilities, unreinforced masonry seismic upgrades, residential projects, tenant improvements, and remodels.



## Proposed Approach & Methodology

SAFEbuilt believes that maintaining frequent and consistent check-ins between the account management and operations teams and our clients is key to the early identification of performance risks and contributes to contract success. Your account management team will reach out to the City to discuss the best method and frequency for these check-in meetings. These meetings will provide both parties the opportunity to manage the resources tactfully and develop the best Contractor-Client relationship. Further, we can also estimate and evaluate possible outcomes during this process and make the necessary changes.

We will manage the services of this contract from our Washington Regional Office in Bellevue, and your primary points of contact from Business Development for this program are Ms. Shani Canillas, Account Manager, and Mr. David Spencer, State Operations Manager.



**Regional Office**  
16211 114th Avenue SE  
Suite 219  
Bellevue, WA 98004



**Ms. Shani Canillas**  
**Account Manager**  
970.294.6801  
scanillas@safebuilt.com



**Mr. David Spencer**  
**State Operations Manager**  
425.213.2612  
dspencer@safebuilt.com

**SAFEbuilt.com**

In the role of **Account Manager**, **Ms. Shani Canillas** will provide contract oversight and act as an intermediary between SAFEbuilt and the City to meet the City's needs for information, support, and assistance. In turn, Ms. Canillas helps SAFEbuilt to better understand the City's needs, expectations, and challenges.

As the Account Manager, Ms. Canillas aims to ensure the City receives the support they need. Her role focuses on bringing the right people to the table should your community desire things such as additional service options, improved tech-enabled capabilities, local or headquartered back-office support, and overall contract success and longevity. Ms. Canillas has been with SAFEbuilt for seven years and formerly managed from the procurement/proposal development aspect, affording her the understanding of necessary industry-specific expectations.

**Mr. David Spencer** will support the City in the role of **State Operations Manager**. Mr. Spencer has 35 years of industry experience. He has served in various Building Department Support roles in Washington, including Building Official for Chelan County and the cities of North Bend and Westport. In addition to seven ICC certifications, he is a WABO ACO-accredited Code Official. He joined SAFEbuilt in 2017 and is currently our Regional Operations Manager.



As the State Operations Manager, Mr. Spencer is responsible for maintaining the appropriate staffing levels to ensure services are delivered on time, on budget, and in compliance with company and City standards. He will prepare regular status, activity, and budget reports for the City.

## WHAT THE CITY CAN EXPECT FROM THEIR SAFEbuilt TEAM

Our staff's quality and training, combined with our proven business practices and a core commitment to customer satisfaction, ensure each client receives the highest levels of contract performance, professionalism, and responsiveness in the industry.

### All SAFEbuilt Team Members will:

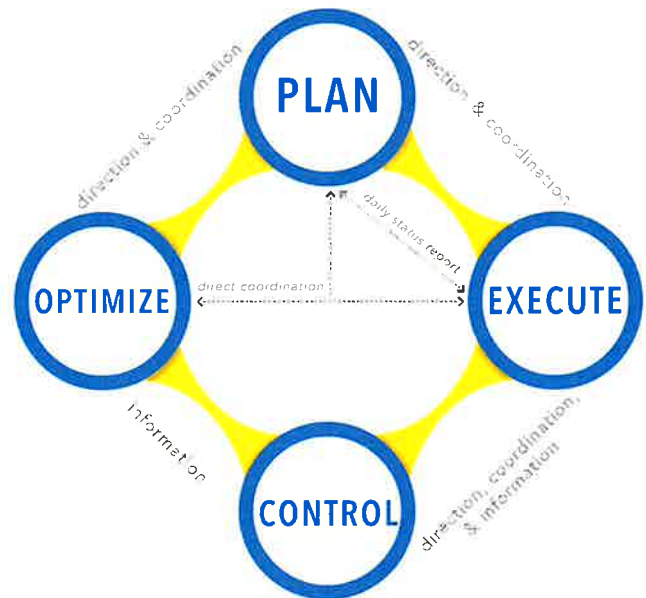
- ✓ Wear/display proper identification.
- ✓ Possess/maintain the licenses/certifications required to perform compliant plan reviews.
- ✓ Be knowledgeable of design principles, local zoning, and topographical site plans.
- ✓ Remain proficient and knowledgeable of federal, state, and local laws, rules, regulations, directives, codes, and ordinances applicable to their work.
- ✓ Offer exemplary customer service while performing their duties and interacting with City staff, elected and appointed officials, construction firms, and the public.
- ✓ Attend meetings as required by the City.
- ✓ Always exhibit professional and courteous conduct and an appropriate appearance during interactions.
- ✓ Meet all job safety requirements and OSHA safety standards.
- ✓ Perform all duties as required by the scope of services.

## APPROACH TO PROJECT MANAGEMENT

Our project management approach begins with applying our Plan, Execute, Control, Optimize (PECO) philosophy. The PECO framework, illustrated in Figure 1, is based on our team's experience and industry best practices endorsed by the Project Management Institute. We identify, prioritize, allocate, manage, and control the work requirements through this singular, integrated method.

Using the PECO framework, the SAFEbuilt team delivers a project management approach that combines the right people, processes, and tools to perform the Scope of Services requirements. Our support for the City of Spokane requires a methodology to operate and maintain all areas of service efficiently. The SAFEbuilt team's process is structured to streamline our resources and provide responsive services. Successful execution of building support services starts with a responsive team structure that can anticipate and address resource needs.

Our team works on multiple tasks simultaneously, and our organizational structure supports the staff to oversee this process effectively. Our Project Manager, Ms. Amber Green, will ensure overall project performance and completion.



**Figure 1.** The PECO framework delivers a contract management approach that combines the right people, processes, and tools to perform contract work.

## MONTHLY CONTRACT STATUS REPORTS BY WORK ORDER

SAFEbuilt's Project Manager produces a schedule and budget, then generates a report measuring our progress against that schedule. Further, she will provide information that measures the percentage of the expended budget and where the budget spending occurs. We will provide these reports to the City monthly. Comparing the work accomplished with scheduled activities and an outlined budget ensures our team is on track and moving forward with the workload provided to our team.

## ALL CONTRACT-RELATED CORRESPONDENCE

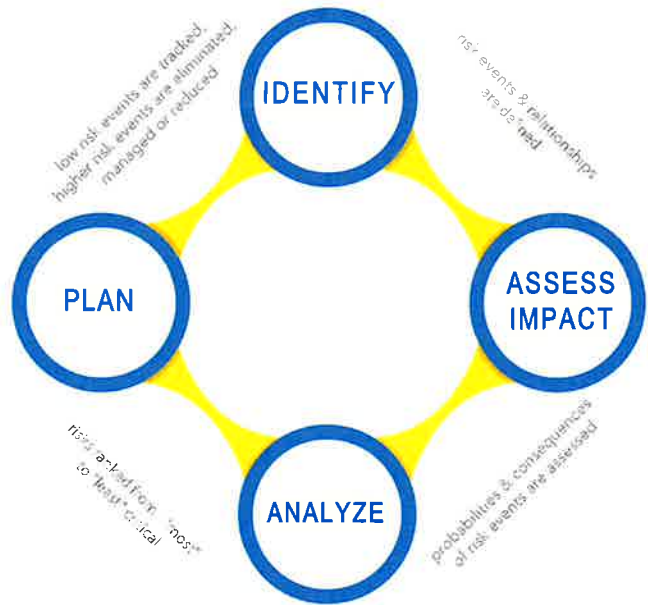
SAFEbuilt agrees to participate in all required coordination meetings. When requested by the City, our team will coordinate meetings if City staff feel it will result in better communication and streamlined workflow. These meetings may include all stakeholders involved in projects to discuss and develop plans.

## APPROACH TO QUALITY CONTROL (QC) & QUALITY ASSURANCE (QA)

SAFEbuilt prides itself in meeting clients' needs while maintaining a high level of quality control. Our approach is proactive—we prevent quality issues to the greatest extent possible and prepare for other situations in advance by mitigating risk.

To ensure quality, SAFEbuilt has implemented a Quality Control (QC) program where our Project Manager performs random quality evaluations of our staff throughout the year. SAFEbuilt's QC activities include:

- Standardized processes for intake, completion of returned work, email correspondence, review comment letters, and other items to ensure consistency and client satisfaction (e.g., logging review data into each municipality's system)
- Our Project Manager conducts periodic reviews to ensure completeness, accuracy, and consistency of work performed
- Periodic peer review of others' plan reviews
- Staff feedback as necessary for any discrepancies or improvements needed
- Staff is paid to attend both internal and external training to grow professionally and improve skill sets
- Account Manager conducts periodic check-ins with clients for feedback on satisfaction with work performed and services provided
- Sending periodic customer satisfaction surveys for feedback on work performed and services provided
- SAFEbuilt uses both check-ins and surveys to find possible opportunities to improve client satisfaction, work performed, and services provided, as necessary



**Figure 2.** SAFEbuilt's plan review process is used throughout the contract for early identification and mitigation of program risks.

Given SAFEbuilt's comprehensive approach to management and plan review, the probability of risk is low. As part of our QC&A process, we ensure that SAFEbuilt standards are met. We involve the City in the entire process to maintain transparency.



In addition to the routing and tracking systems used for plan review, staff regularly receive training to stay up-to-date on current codes, ordinances, amendments, and regulations. We also mitigate risks through our ability to direct additional resources from our corporate operations or regional operations for immediate staffing needs.

To further mitigate risk, we follow an iterative process comprised of planning implementation and progress monitoring. The steps are shown in Figure 2.

Our plan for program success is to eliminate or reduce the risks identified by the process described above. Adjustments in technical steps and schedule may achieve this. If necessary, the next step is minimizing the likelihood and impact of risk. It is unlikely for risk to reach this level. Yet, we are prepared to implement additional mitigation strategies, such as switching out staff, reviewing best practices, adjusting schedules, and increasing the frequency of peer review.

### APPROACH TO COMMUNICATION & COORDINATION

One of the keys to the efficient and successful flow of information is clear, effective communication. Everyone involved with a contract of this size and scope must be aware of changes, progress, and challenges. We commit to working with you to determine the best ways to communicate the right information to the right people at the right time.

Our priority is to ensure the best possible experience working with our team—with minimum impact on the City and its citizens. Meetings are an integral part of the plan, especially at contract start-up, and involve all applicable staff from the City and SAFEbuilt. Everyone involved must be aware of progress and changes they can expect going forward. We will prepare communications that can be shared with all City staff, detailing what to expect during contract transition and moving forward.

We work with you to develop a schedule and format to meet your needs for aggregate reporting. Report formats may include monthly, quarterly, and annual reports summarizing activity levels, adherence to performance metrics, and other items of special interest to the City. We ensure our work effort is clearly communicated to the City throughout the contract's life, adjusting as necessary.

The following is a summary of our communication plan.

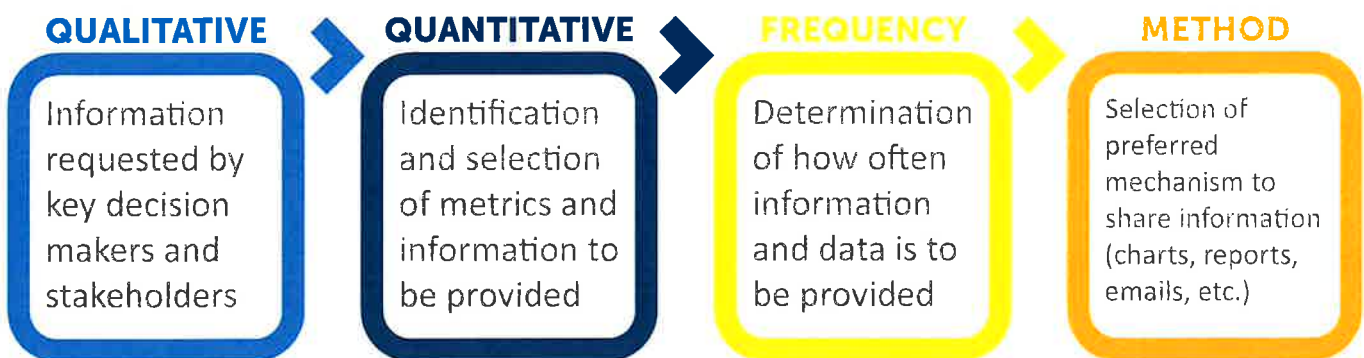


Figure 3. SAFEbuilt's Communication Plan. Frequent and clear communication is critical for program success.

### WORKING RELATIONSHIP BETWEEN SAFEBUILT AND CITY STAFF

When transitioning new team members into existing building departments, we have discovered that clients can sometimes be concerned with the impact on their team and the community they serve. Current employees, additional departments, permit holders, applicants, and other jurisdictions can all be affected by new service providers. We work hard to build trust with City staff and establish strong working relationships from the start.



As noted above, we believe that clear, consistent communication is key to a successful working relationship between SAFEbuilt and City staff. Our Project Manager, Ms. Amber Green, can discuss projects, schedules, and concerns. She provides the regular interface to keep City staff aware of progress and any suggested changes moving forward. Similarly, the meetings give the City a chance to provide feedback and determine other efforts to make certain the right information is getting to the right people.

Partnership and cooperation are also key. By partnering with City staff, we can better understand and meet your unique needs. Once the partnership is established, we aim to serve as a seamless extension of City staff.

We treat everyone with respect, whether City staff, applicants, or community members. It is one of SAFEbuilt's core values. In fact, SAFEbuilt's core values embody our approach to our working relationship with City staff as well as our philosophy in providing the requested services.

## CUSTOMER SERVICE

Customer service is our top priority—we take the right steps to assure your community is always satisfied with our performance. We treat all our internal and external clients with the same level of respect, creating and maintaining impartiality and mutually beneficial relations among departments, stakeholders, and citizens alike.

We send out periodic customer satisfaction surveys to receive feedback on our work performance and the services provided. These surveys allow us to gauge the satisfaction of our clients using a Net Promoter Score (NPS) metric. NPS measures the willingness of customers/clients to recommend a company to others, and it has proven to be one of the best tools for predicting long-term customer satisfaction. NPS ranges from -100 to +100.

**A positive score or NPS above 0 is considered "good," while +50 is considered "excellent."**

**SAFEbuilt's current overall NPS score is 67.**

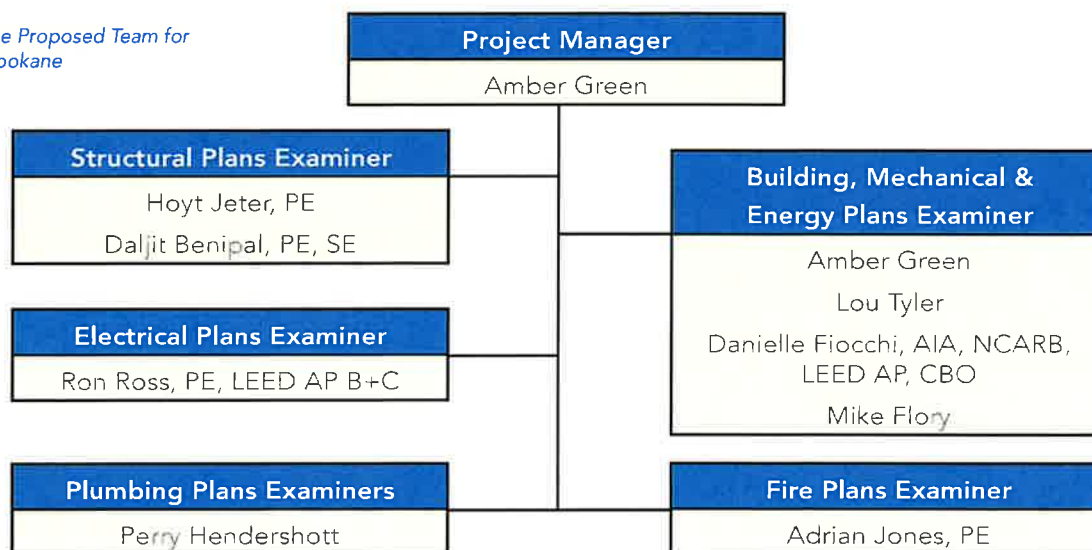
As previously discussed, the City's Account Manager, Ms. Shani Canillas, will schedule regular check-ins and quarterly meetings with the City to ensure customer satisfaction. During these meetings, Ms. Canillas will review the Service Level Agreements (SLA) to ensure they continue to meet the City's expectations and discuss areas where SAFEbuilt may be able to optimize service delivery.

## Introducing the Proposed Project Team for the City of Spokane

As with any company that provides third-party service personnel to their clients, SAFEbuilt thoroughly screens prospective personnel for the right experience and qualifications to perform their assigned duties. With 30 years of industry experience, we are very familiar with each position's requirements within the different building services disciplines. We look for candidates with a well-rounded background in the building services and construction industries and exhibit a passion for the work and a drive to get the job done correctly and on schedule. Many of our cross-trained team members are qualified to support more than one area of plan review. We actively pursue self-motivated candidates who are personable and who can easily integrate into any team setting.

We present our proposed team of qualified and experienced personnel in Figure 4.

**Figure 4. The Proposed Team for the City of Spokane**



### Amber Green | Project Manager / Building, Mechanical, & Energy Plans Examiner



Ms. Amber Green will lead the team as the Project Manager for this contract with the City. She will also provide Building, Mechanical, and Energy Plan Reviews. Ms. Green has more than 17 years of experience providing building department services to communities throughout Washington State. Before joining the SAFEbuilt team in 2017, her most recent experience was serving as a Plans Examiner for Kittitas County. Ms. Green's ICC certifications are presented in Table 1 on page 23 in this proposal.

### Hoyt Jeter, PE | Structural Plans Examiner



Mr. Hoyt Jeter, PE, will support the City in the role of Structural Plans Examiner. Mr. Jeter is a State of Washington-licensed Professional Engineer (#38551) with more than 32 years of structural design and code plan review experience. He has 20 years' experience as an ICC-Approved Instructor. Mr. Jeter is also a technical advisor for the adoption of the Washington State Building Code.

Mr. Jeter joined the SAFEbuilt family in 2018. Prior and concurrently to joining SAFEbuilt, Mr. Jeter is the President/Owner of Clarity Consulting Engineers. Mr. Jeter's licenses and certifications are presented in Table 1 on page 23 in this proposal.





**Daljit Benipal, PE, SE | Structural Plans Examiner**

Mr. Daljit Benipal has 36 years of experience as a Structural Engineer and Plans Examiner and has been with SAFEbuilt for the past four years. He maintains Professional Engineer licenses in Michigan (#6201043508), Pennsylvania (#PE088333), Colorado (#PE.0054772), and Maryland (#53177). He is also a Certified Structural Engineer by the Structural Engineering Certification Board. His ICC certification is shown in the matrix on page 23 of this proposal. His professional engineering license for the State of Washington is currently in process. Mr. Benipal has a Bachelor of Science in Engineering from Panjab University and a Master of Science in Structural Engineering from City University London. Prior to joining SAFEbuilt in 2018, he was a Head Engineer for the City of Detroit's Buildings, Safety Engineering, and Environmental Department for eight years.

**Ron Ross, PE, LEED AP B+C | Electrical Plans Examiner**

Mr. Ron Ross will support the City as the Electrical Plans Examiner. He has 16+ years of experience in engineering and building department services and has been with SAFEbuilt for the past year and a half. Mr. Ross earned a Bachelor's degree in Applied Mathematics and Natural Sciences from Thomas Edison State University. He is currently enrolled in a Master of Science in Electrical Engineering program with South Dakota School of Mines and Technology.

Mr. Ross holds Professional Engineer licenses in Delaware (#13827), Maryland (#32052), Texas (#119139), Virginia (#0402045331), and Washington, D.C. (#PE907904). In addition to the ICC certifications shown in the matrix on page 23 of this proposal, Mr. Ross is a Certified LEED AP BD+C and Certified ASQ Reliability Engineer.

**Perry Hendershott | Plumbing Plans Examiner**

Mr. Perry Hendershott will lend his expertise to the City in the role of Plumbing Plans Examiner. Mr. Hendershott has been with SAFEbuilt for less than a year but has 26 years of experience in plan review and plumbing roles. Prior to joining SAFEbuilt in 2021, he was a Plan Reviewer for Pinellas County, FL's Plumbing and Gas Inspection Division. Mr. Hendershott's four ICC certifications are shown in the matrix on page 23 of this proposal.

**Tawna "Lou" Tyler | Building, Mechanical, & Energy Plans Examiner**

Tawna "Lou" Tyler will provide Building, Mechanical, and Energy Plan Reviews. Ms. Tyler has more than 27 years of experience in building department services and joined SAFEbuilt in 2017. She currently provides plans examination and inspection services through SAFEbuilt for Arlington, Washington, and Meridian, Idaho. She has supported other Washington communities, including Kittitas County, Grant County, Siskiyou County, and Kootenai County. Ms. Tyler has ten ICC certifications (shown in Table 1 on page 23). She is also a certified Green LEED Associate through the U.S. Green Building Council (USGBC).

"I actually had our first inspection for setbacks combined with footings. I had Lou [Tyler] with SAFEbuilt, and it went great. Very friendly and professional."

– Terry, VP of Operations, Holmes Electric

**Danielle Fiocchi, AIA, NCARB, LEED AP, CBO |****Building, Mechanical, & Energy Plans Examiner**

Ms. Danielle Fiocchi, AIA, NCARB, LEED AP, CBO will provide Building, Mechanical, and Energy Plan Reviews for the City. Ms. Fiocchi has nineteen years of industry experience and five years of experience in Plan Review. She is a State of Oregon-licensed architect and has earned several state-issued inspection and plan review licenses. Ms. Fiocchi has six ICC certifications (shown in Table 1 on page 23).

Prior to joining SAFEbuilt in 2021, Ms. Fiocchi served as the Building Official, Plans Examiner, and Inspector for the City of Hood River, OR.

**Mike Flory | Building, Mechanical, & Energy Plans Examiner**

Mr. Mike Flory will also provide Building, Mechanical, and Energy Plan Reviews for the City of Spokane. Prior to joining SAFEbuilt earlier this year, Mr. Flory was the Building Official for Kittitas County, WA. He has 31 years of industry experience and 17 years in building department services roles.

Mr. Flory has earned six ICC certifications (shown in Table 1 on page 23).

**Adrian Jones | Fire Plans Examiner**

Mr. Adrian Jones will support the City in the role of Fire Plans Examiner. Mr. Jones has 48 years of industry experience and joined SAFEbuilt in 2017. He earned a Bachelor's in Building Construction and Associates degrees in Civil Engineering Technology, Fire Command and Administration, and most recently, Criminal Justice.

Prior to joining SAFEbuilt, Mr. Jones was a Fire Protection Engineer/Plan Reviewer with the Bellevue Fire Department and Fire Protection Engineer for the Seattle Fire Department.

Mr. Jones's professional licenses include Washington State Professional Engineering Licenses (#14618) in Fire Protection Engineering and Civil Engineering. Mr. Jones's certifications are shown in Table 1 on page 23.

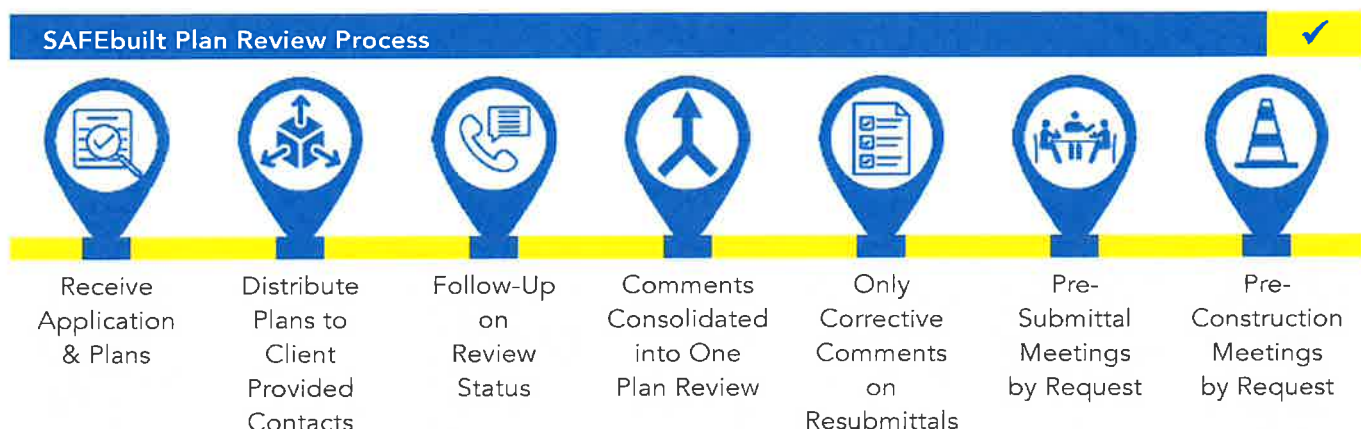
**Description of Tasks, Services & Activities**

The proposed Plans Examiners for the City will:

- ✓ Receive and record incoming plans submitted by hard copy and electronic copy, providing the customer with the ability to track progress.
- ✓ Attend pre-submittal and pre-construction meetings as requested.
- ✓ Transmit plans with Bluebeam or the City's preferred method for electronic plan review.
- ✓ Return all emails/voicemails within 24 hours.
- ✓ Determine the scope of the project before plan review.
- ✓ Conduct pre-plan review meetings as necessary.
- ✓ Review all construction documents and plan sets for all trades within proposed timeframes.
- ✓ Use compliance checklists during plan reviews.

- ✓ Provide (at a minimum) the following in the plan review letter:
  - Cite the applicable construction drawing sheet number(s).
  - Note code section(s) and provide the code language.
  - Provide a brief but concise comment explaining the identified issues.
- ✓ Return approved plans/associated documentation to the applicant in a timely and professional manner.
- ✓ Provide design advice only in the context of achieving code compliance (written and verbal communication).
- ✓ Perform plan reviews within specified timeframes.
- ✓ Communicate valuation/fee updates to the City.
- ✓ Perform work at a level of competency following industry standards. All plan reviews will be performed by ICC-certified personnel.

Our diverse staff provides flexibility when managing workloads. In addition to the Plans Examiners that we proposed to support this project, SAFEbuilt offers the services of our National Plan Review Program to serve as backup to the dedicated plans examiners. An overview of the plan review process is presented below.



SAFEbuilt will follow up on the status of reviews and will incorporate comments into one plan review in order to minimize correspondence. A full review of the plans will be completed so that only the comments sent out for correction need to be reviewed upon resubmittal. All reviews will be sent to the applicant electronically.

A pre-submittal meeting will convene when requested by the applicant, or if our plans examiners feel it will result in a more seamless plan review process. SAFEbuilt will coordinate meetings to streamline the process.

A pre-construction meeting will convene when the contractor or building department staff feel it will contribute to a smooth start and ongoing building project. The process includes reviewing inspection requirements, testing, and special reporting requirements. SAFEbuilt will provide main points of contact for building department staff and contractor staff contact lists.

### TRACKING, WORKFLOW, AND REPORTING DETAILS

Tracking, workflow, and reporting details will be based on the City's software capabilities. We will create an Excel spreadsheet to track plan reviews by permit number and status. Outlook will be used to set reminders for deadlines for reviews.





**Figure 5. Plan Review Tracking, Workflow, and Reporting Details**

Once the plans examiner has validated that the requirements have been met, they (or a permit technician) will then prepare the permit card and contact the applicant to let them know the permit is available. Following these steps, the applicant pays the appropriate fee to the City, and the permit is issued. By assigning a number at the time of intake, the permit can be tracked by number throughout the project's life. SAFEbuilt will provide a monthly report that includes the number of permits, plan reviews, inspections by type, certificates of occupancy, and project valuation.

Our plan review procedures allow designers to conference with all plan review disciplines in-person, via email, fax, overnight mail, teleconferencing, and web conferencing. SAFEbuilt can receive plans from the City or directly from the applicant by mail, courier, via electronic transmission, or on physical media such as a compact disc, which decreases the time delays and costs associated with shipping plans. Our process has been designed to be convenient for our client jurisdictions, designers, and permit applicants.

When plans are received, they are reviewed for completeness of submittal and logged into our network tracking system. Our staff enters project information into the City's database within 24 hours of receipt. Target times and maximum completion times are assigned for each plan review discipline. This information is transferred to a plan check assignment list with completion deadlines listed in the contract. The best-qualified reviewers are chosen based on the requirements and complexity of the plan review, including specialists for building, mechanical, electrical, plumbing, and energy code.

During the review, all disciplines work as a team on each project. A supervisor oversees all reviews, consults with City staff as needed, and performs spot checks for quality control. The reviewers first perform an overview of the project and then use our checklists to focus on the areas of concern. We have tailored supplemental checklists for each client. As our plan reviewers follow the checklists for their reviews, they will add to or modify any item on the checklist at their workstation, then print out a list showing only those items where deficiencies were found to exist on the plans. Our checklists are user-friendly and have been well received by the design industry.

Once a plan review has been completed, our administrative staff will contact the listed applicant to advise them on the status. Copies of the corrections are then sent to the applicant and jurisdiction via email, fax, or mail. Resubmitted plans shall be submitted directly to the City or shipped or delivered directly to our Bellevue office. Upon final review and approval, two sets of the approved plans will be stamped, perforated, or sent as-is back to the Building Department. Our administrative staff reviews all plans returned to the City for completeness of forms and tracks all fees for billing per the client's contract.

## BLUEBEAM REVU

Our team uses Bluebeam Revu to review plans electronically and hard copy when customers are unable to use electronic platforms. This system gives all stakeholders the ability to access and manage a master set of digital documents, perform concurrent reviews, and collaborate on the same PDF together in real-time, and includes the following features:

- Industry-standard markups, including text, pen marks, highlights, clouds, CAD symbols, measurements, and text stamps. These tools replicate pen and paper, allowing reviewers to add comments to electronic plans and request revisions efficiently
- The Tool Chest, where each reviewer can create and save custom toolsets for specific needs
- A “Compare Documents” feature instantly clouds the differences between drawing revisions
- An integrated “Markups” list allows technicians to view and track comments during the permitting process and summarize them into a PDF report

## ELECTRONIC PLAN REVIEW SERVICES FOR EXPEDITING PLAN REVIEWS

SAFEbuilt’s remote plan review services offer an ideal approach to help the City manage increasing workloads. Using SAFEbuilt’s National Plan Review Program, the City receives immediate access to multi-disciplinary plans examiners ready to provide support when needed.

The benefits of this approach include:



**Access to multi-disciplined plan reviewers.** Credentialed staff are hard to find—staffing all positions necessary is financially challenging. Remote plan review provides the City with access to credentialed multi-discipline Plans Reviewers across the country.



**Remote and concurrent reviews.** Access to a national network of plan review staff allows for concurrent plan review across multiple time zones, speeding up review turnaround times. The outcome—clients do not complain about turnaround time delays, which essentially equal delays in development and mean delays in completing revenue-producing projects.



**Expedited plan review.** National access to reviewers gives the City the ability to expedite plans (for an additional fee) through the process for clients that have short deadlines or have fallen behind schedule.



**No more complaints about turnaround times.** Remote reviews have a strict workflow process that increases efficiencies with the ability to view outstanding permits and each project’s status.



**Remote access and increased transparency.** Clients can conveniently submit their plans and monitor their status remotely, reducing the need to sit and wait in a building department office or by phone. Clients can access the portal anytime, anywhere, without restrictions to office hours.



### Team Assignments

Once assigned to a project, our team members remain dedicated to that project until completion. If personnel changes occur during the execution of the contract, SAFEbuilt will immediately notify the City. When potential candidates are identified, we will provide their resumé, applications, and qualifications to the City for review. We will also arrange for the City to meet with the candidate before final onboarding if desired. While sourcing a replacement, we will adjust schedules as necessary or use a qualified candidate from our pool of professionals as a temporary backup.

We will provide the City with a call list with each team member's mobile phone numbers and email addresses at contract start. Further, we commit to being available for any required in-person meetings the City deems necessary.

### Allocation of Resources

A partnership with SAFEbuilt provides the City of Spokane with instant access to a deep pool of licensed, experienced, and customer-focused building support personnel. Our staff consists of a team of industry professionals who have supported municipalities across the country, providing consistent and responsive customer service every day.

SAFEbuilt can tap locally available resources to augment your dedicated staff during a temporary surge if the City workload increases. When economic recovery is required, we can adjust service levels to help you manage your costs. SAFEbuilt has successfully provided building services under both conditions and is committed to working for the City and your community's residents.

In addition to the Plans Examiners dedicated to this contract, SAFEbuilt offers the City access to our national team of Plans Examiners allocated to our National Plan Review Program. These 34 Plans Examiners are located at offices throughout the country and stand ready to support the City with any surges in workload. SAFEbuilt can easily draw from this national pool of staff with plan review specialties in educational facilities, fire, post-disaster, site/civil, seismic, and structural for any projects with specialized plan review needs.

### Turnaround Times

Our systems and processes facilitate a coordinated team approach to projects. We assign a single point of contact to lead every large project we support who coordinates all project phases. They remain involved from pre-construction meetings until the issuance of the certificate of occupancy. The assigned Lead assures that schedules are met and coordinates our internal activities and external contract resources.

Our Plans Examiners are copied on any information from these meetings and are involved in all aspects of the Plan Review. The Plans Examiners, in turn, are available during all phases of construction for consultation and involve our key inspection staff, as necessary.

The following table outlines SAFEbuilt's proposed plan review turnaround times for the City:

Plan Check Turnaround Times		
Type of Project	Initial Check	Recheck
Single Family Dwelling	7 working days or less	5 working days or less
Tenant Improvements	7 working days or less	5 working days or less
Apartments	10 working days or less	5 working days or less
Commercial/Industrial	10 working days or less	5 working days or less
Fire Code Review	10 working days or less	5 working days or less
Large Commercial – over \$15M	15 working days or less	5 working days or less

### Subconsultants

The Plan Reviews, as described by the IRFP's Scope of Services, are part of our core competencies and primary service line; thus, we will not require support from any subcontractors to deliver these services.

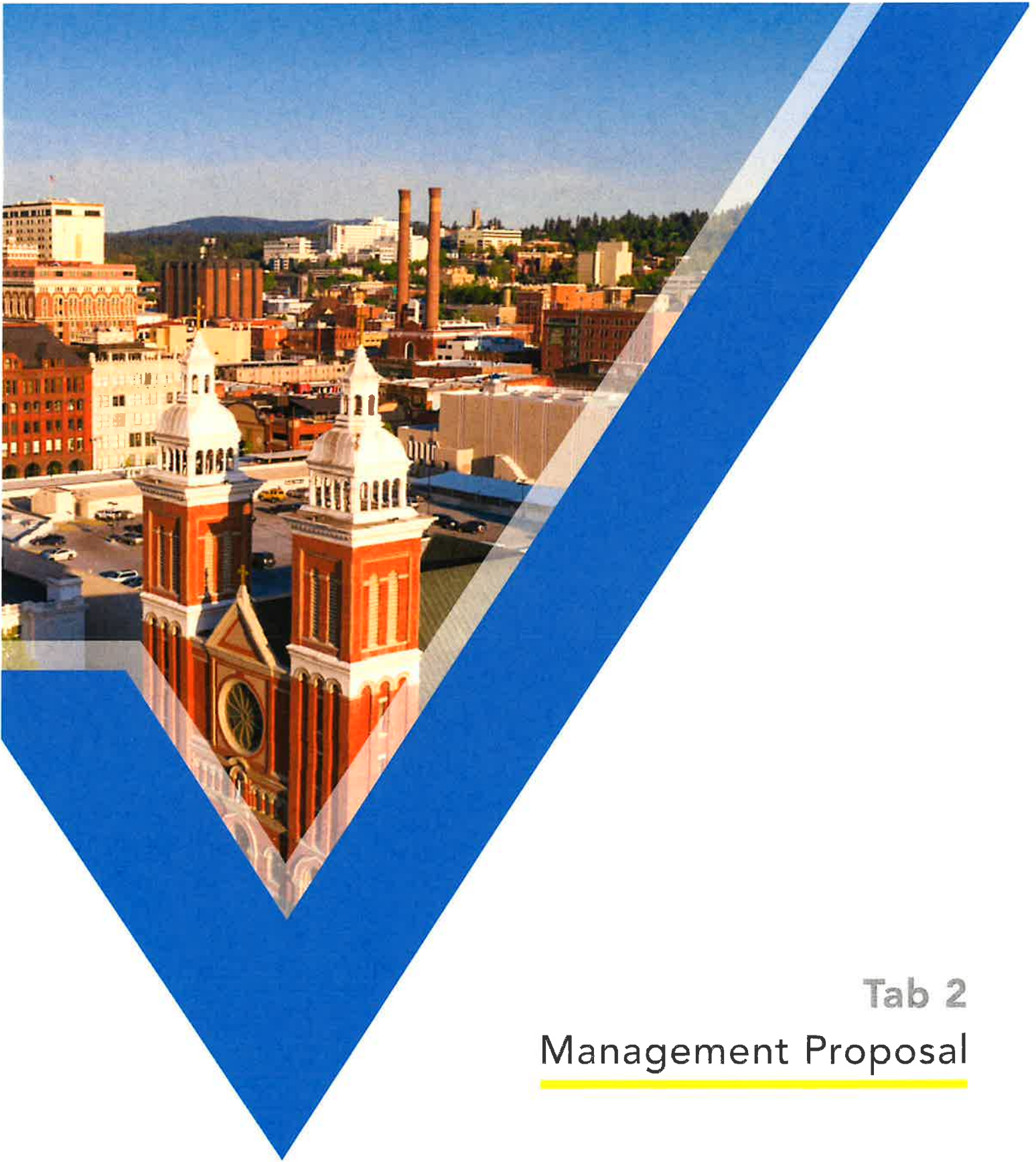
### Responsiveness to Issues & Changes in Scope

The Project Manager will be the primary point of contact for issue resolution throughout the contract. If needed, our Project Manager can request corporate reach-back support to resolve any issues outside their scope of responsibility.

SAFEbuilt will assess, document, and track all issues and concerns as soon as they are received. Any issues that may impact contract success, for example, time, cost, or non-compliant work, will be reported immediately to the City. The time allowed to correct non-compliant work depends on the scope and magnitude of the work involved or the severity of the deficiency. When the corrective action requires a follow-up quality control check, we allow for a reasonable time to make corrections and schedule a check. Typically, no more than two working days are needed for after-the-fact correction.

All proposed team members have previous experience supporting these same services for other municipalities. The team is amenable to changes in scope initiated by the City or services required by changes in the requirements of public agencies, after work under this contract has commenced.





Tab 2  
Management Proposal

## Management Proposal

We strive to maintain our reputation as the “go-to” team for reliable, responsive, and knowledgeable personnel. SAFEbuilt offers tailored services, proven best practices, innovative technology, and unparalleled quality assurance through our personalized approach. Our approach enables streamlined internal operations focused on improved efficiencies, saving time and money. Our staff’s qualifications and training, combined with our robust business systems and core commitment to customer satisfaction, ensure the City of Spokane receives the highest levels of contract performance and professionalism in the industry. We present an overview of our experience and qualifications in Figure 2 below.



- ✓ 30 Years of Experience Providing Building Department Services
- ✓ 24 Years of Contract Experience in Washington State
- ✓ Long-Term Contract Experience with the City of Chelan (14 years), the City of Ellensburg (13 years), and the City of Longview (8 years)



- ✓ Qualified Personnel with ICC Certifications, Trade Licenses, and Previous Experience Performing the Work



- ✓ Currently Providing Building Department Services to 22 Communities in the Washington State



- ✓ SAFEbuilt Serves Clients in 32 States and the District of Columbia



- ✓ Current Net Promoter Score (NPS) from Client Evaluations Rates SAFEbuilt as “EXCELLENT”



- ✓ Financial Backing of The Riverside Company (Private Equity)

### Firm Experience

The City needs a provider with relevant project experience, similar in size, scope, and complexity to this contract. As described in this proposal, we deliver industry-leading tools and techniques to meet the City’s requirements. Our proven approaches increase productivity through established work management, scheduling, and technical expertise. Further, we leverage a continuous process improvement philosophy to enhance service delivery throughout contract performance. The following is our current client list for Washington State.



Municipality	Services Provided
Adams County	Building Inspection and Plan Review Services
City of Arlington	Building Inspection, Plan Review Services, and Fire Code Plan Review and Inspection
City of Bothell	Building Department Management
City of Carnation	Building Official, Building Inspection and Plan Review Services
City of Chelan	Building Inspection, Plan Review, and Fire Plan Review Services
City of College Place	Engineering Services and Plan Review Services
City of DuPont	Building Department Management
City of Ellensburg	Building Inspection and Plan Review Services
City of Issaquah	Building Inspection and Plan Review Services
City of Lake Stevens	Building Inspection and Plan Review Services
City of Longview	Software
City of Medina	Building Inspection Services
City of Mill Creek	Building Inspection, Engineering, and Plan Review Services
City of Mountlake Terrace	Building Inspection, Fire, and Plan Review Services
City of Mukilteo	Building Inspection and Plan Review Services
City of Port Townsend	Building Inspection and Plan Review Services
City of Sequim	Building Official, Building Inspection, Plan Review Services, Civil Engineering Services, Planning & Zoning
City of Snoqualmie	Building Inspection and Plan Review Services
City of Spokane	Commercial Fire Code Plan Review Services, Building Plan Review Services, and Building Inspections
King County	Building Inspection and Plan Review Services
Kitsap County	Engineering Services
Kittitas County	Building Inspection and Plan Review Services

### Staff Experience & Meeting the Minimum Qualifications

The proposed SAFEbuilt Team for the City of Spokane has experience supporting many other municipal clients in similar building department roles. The following table summarizes the experience of each member of the proposed team.

	Years of Working Experience	Years of Role-Related Experience	Years with SAFEbuilt
Perry Hendershott	17	17	5
Hoyt Jeter	32	20	4
Daljit Benipal	36	22	4
Ron Ross	7	6	2
Perry Hendershott	26	14	1
Lou Tyler	28	28	5
Danielle Fiocchi	19	5	1
Mike Flory	31	17	<1
Adrian Jones	48	26	5

The following matrix summarizes the licenses and certifications of the proposed SAFEbuilt Team for the City of Spokane.

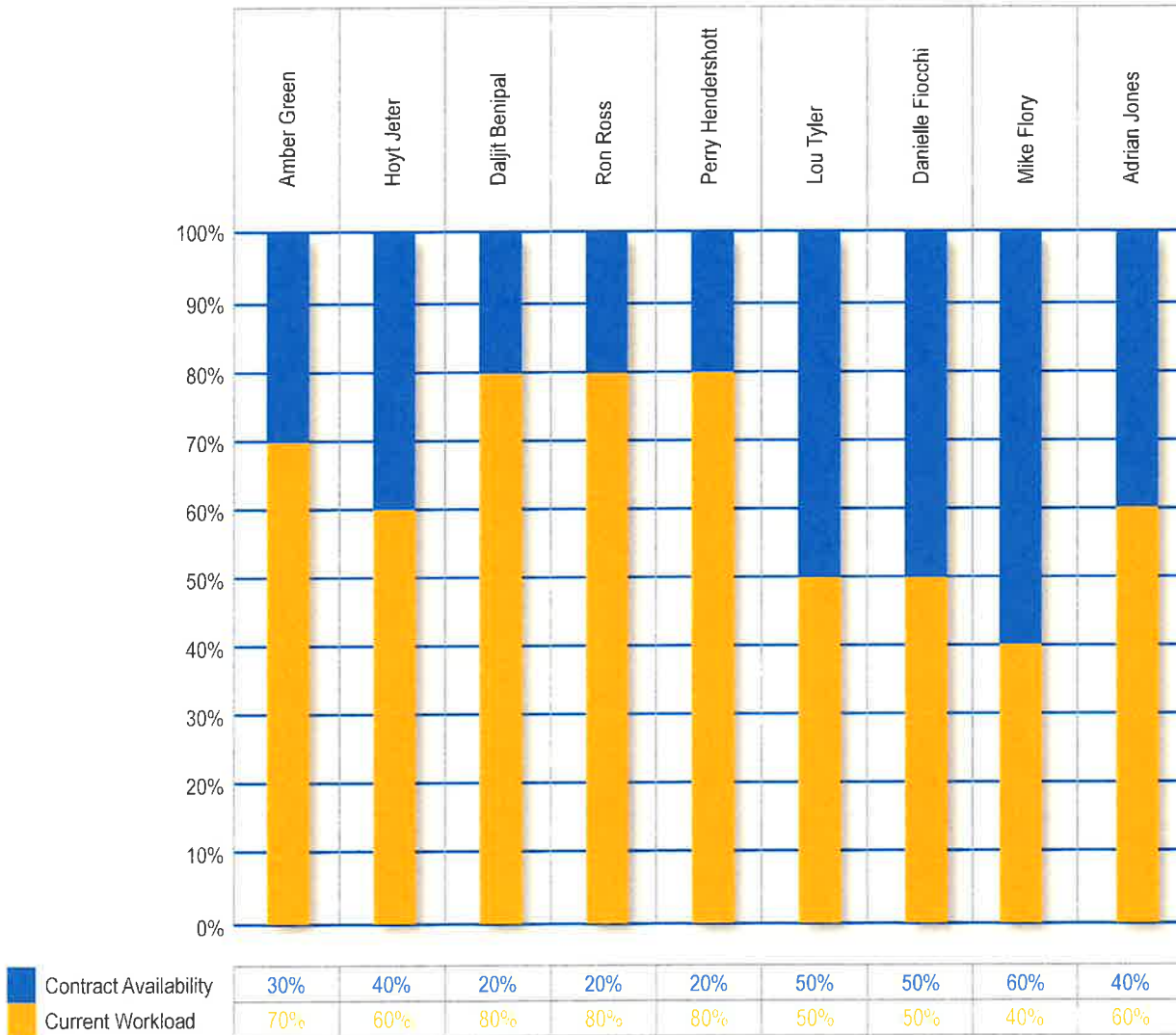
**Table 1. The SAFEbuilt Team Qualifications Matrix**

	Amber Green	Hoyt Jeter	Daljit Benipal	Ron Ross	Perry Hendershott	Lou Tyler	Danielle Fiocchi	Mike Flory	Adrian Jones
<b>International Code Council Certifications</b>									
Building Code Specialist								✓	
Building Inspector						✓	✓	✓	
Building Plans Examiner	✓	✓	✓			✓	✓	✓	
Certified Building Official								✓	
Combination Inspector						✓			
Combination Inspector - Legacy						✓			
Commercial Building Inspector		✓					✓	✓	
Commercial Combination Inspector						✓			
Commercial Mechanical Inspector					✓		✓		
Commercial Plumbing Inspector					✓				
Electrical Inspector						✓			
Electrical Plan Examiner				✓					
Fire Plans Examiner	✓								
Mechanical Inspector						✓			
Mechanical Inspector UMC						✓			
Mechanical Plans Examiner					✓				
Plumbing Inspector						✓			
Plumbing Inspector UPC						✓			
Plumbing Plans Examiner					✓				
Residential Building Inspector	✓						✓	✓	
Residential Plans Examiner	✓						✓		
<b>Other Licenses &amp; Certifications</b>									
American Institute of Architects (AIA) Certification							✓		
American Society for Quality (ASQ) Certified ASQ Reliability Engineer				✓					
National Council of Architectural Registration Boards (NCARB) Certification							✓		
State of Colorado Professional Engineer			✓						
State of Delaware Professional Engineer				✓					

	Amber Green	Hoyt Jeter	Daljit Benipal	Ron Ross	Perry Hendershott	Lou Tyler	Danielle Fiocchi	Mike Flory	Adrian Jones
State of Maryland Professional Engineer			✓	✓					
State of Michigan Professional Engineer			✓						
State of Oregon BO - Certified Building Official							✓		
State of Oregon CAS - Residential Structural Inspector							✓		
State of Oregon CAX - Residential Plans Examiner							✓		
State of Oregon Licensed Architect							✓		
State of Oregon MIA - Mechanical Inspector, A-Level							✓		
State of Oregon OIC - OR Inspector Certification							✓		
State of Oregon PEA - Plans Examiner, A-Level							✓		
State of Oregon Professional Engineer (Fire)									✓
State of Oregon SIA - Structural Inspector, A-Level							✓		
State of Pennsylvania Professional Engineer			✓						
State of Texas Professional Engineer				✓					
State of Virginia Professional Engineer				✓					
State of Washington Professional Engineer (Civil)		✓							✓
State of Washington Professional Engineer (Fire)									✓
Structural Engineering Certification Board (SECB) Certified Structural Engineer			✓						
USGBC LEED Accredited Professional							✓		
USGBC LEED Accredited Professional BD+C				✓					
USGBC LEED Green Associate, Certified						✓			
Washington, D.C. Professional Engineer			✓						

### Contract Availability

The following graph shows the current workload and availability for each member of the proposed team.



### Résumés of the Proposed Team

We present the résumés of our qualified team of professionals on the following pages.

- **Amber Green**, Project Manager / Building, Mechanical, and Energy Plans Examiner / Fire Plans Examiner
- **Hoyt Jeter**, PE, Structural Plans Examiner
- **Daljit Benipal**, PE, SE, Structural Plans Examiner
- **Ron Ross, PE, LEED AP B+C**, Electrical Plans Examiner
- **Perry Hendershott**, Plumbing Plans Examiner
- **Tawna "Lou" Tyler**, Building, Mechanical, and Energy Plans Examiner
- **Danielle Piocchi, AIA, NCARB, LEED AP, CBO**, Building, Mechanical, and Energy Plans Examiner
- **Mike Flory**, Building, Mechanical, and Energy Plans Examiner
- **Adrian Jones**, PE, Fire Plans Examiner



## AMBER GREEN

**Project Manager /  
Building, Mechanical,  
Energy, & Fire Plans  
Examiner**

### CERTIFICATIONS

#### ICC Certifications

Building Plans Examiner  
Fire Plans Examiner  
Residential Building Inspector  
Residential Plans Examiner

### EXPERIENCE

- **Plans Examiner** SAFEbuilt, LLC; Bellevue, WA | 2017 – Present
  - Perform residential and commercial plan reviews.
  - Maintain accurate database of permit status, fees and specific contract requirements.
  - Provide professional correspondence to clients and applicants regarding permits.
  - Perform residential and commercial building inspections.
  - Maintain accurate inspection reporting as requested by client.
- **Plans Examiner** Kittitas County, WA | 2014 – 2017
  - Provide accurate and thorough review of residential, commercial and fire building plans.
  - Communicate with customers regarding plan corrections and minimum code requirements.
  - Residential and commercial building inspections.
  - Helped to implement new permitting software.
  - Provide code interpretations and clarification for customers.
  - High volume of plan review while maintaining strict schedule.
  - Damage assessments of structures affected by flood and fire.
- **Building Inspector** Kittitas County, WA | 2011 – 2014
  - Perform residential and commercial building inspection.
  - Maintain inspection reports and computer history input.
  - Educate patrons on building codes and county policies.
  - Complete residential plan review.
  - Damage assessments of structures affected by flood and fire.
  - Attendance of Central Washington Home Builders Association meetings to convey updates and answer questions regarding county business.
- **Engineer Technician / Building Inspector** Kittitas County, WA | 2009 – 2011
  - Maintain county road log, traffic count data and pavement management inventory.
  - Perform residential and commercial building inspections.
  - Maintain inspection reports and computer history input.
  - Educate patrons on building codes and county policies.
- **Building Inspector** Kittitas County, WA | 2006 – 2009
  - Perform residential and commercial building inspections.
  - Maintain inspection reports and computer history input.
  - Educate patrons on building codes and county policies.
  - Complete residential plan review.
  - WA State Emergency Management Earthquake and Flood Hazard Training.
- **Permit Technician** Kittitas County, WA | 2005 – 2006
  - Intake building plans, review for code compliance, and maintain customer correspondence.
  - Schedule/prioritize and provide inspections of new and existing buildings for code compliance.
  - Educate patrons on inspection timeline/requirements.

# HOYT JETER, P.E.

## Structural Plans Examiner

### EDUCATION

University of Washington Seattle  
B.S. Civil Engineering

### LICENSES & CERTIFICATIONS

International Code Council (ICC)  
Building Plans Examiner  
Commercial Building Inspector  
*ICC-Approved Instructor*

State of Washington  
Professional Engineer License  
#38551

### PROFESSIONAL MEMBERSHIPS & AFFILIATIONS

National Council of Examiners  
for Engineering and Surveying  
(NCEES)

Long-term member & assisted  
with the development of the  
Professional Engineering Exam

International Code Council (ICC)  
Member

Washington Association of  
Building Officials (WABO)  
Member

Mr. Jeter is a State of Washington-licensed Professional Engineer with more than 32 years of structural design and code plan review experience. He has 20 years' experience as an ICC-Approved Instructor. Mr. Jeter is also a technical advisor for the adoption of the Washington State Building Code.

### EXPERIENCE

- **Structural Plans Examiner** SAFEbuilt Washington, LLC | 2018 – Present
- **President/Owner** Clarity Consulting Engineers | 2015 – Present
- **Northwest Regional Manager/Sr. Structural Plan Reviewer** West Coast Code Consultants (WC3) dba Eagle Eye Consulting Engineers | 2012 – 2015
- **President/Owner/Engineer & Plan Reviewer/Building Code Instructor** Eagle Eye Consulting Engineers | 2003 – 2012
- **Northwest Regional Manager/Structural Plan Reviewer** BIY Northwest, Inc. | 1999 – 2003
- **Structural Design Engineer** Engineers Northwest and Symonds Consulting Engineers | 1990 – 1999

# DALJIT BENIPAL, PE, SE

**Structural Plans  
Examiner**

## EDUCATION

**City University London;**  
**United Kingdom**  
Master of Science  
in Structural Engineering  
**Panjab University; Panjab, India**  
Bachelor of Science  
in Civil Engineering

## LICENSES & CERTIFICATIONS

**Professional Engineer (PE)**

### Licenses

Michigan #6201043508  
Pennsylvania #PE088333  
Colorado #PE.0054772  
Maryland #53177  
*PE License for Washington State  
in Progress*

### ICC Certifications

Building Plans Examiner

**Structural Engineering  
Certification Board (SECB)**  
Certified Structural Engineer

**State of Michigan Building  
ACT 54 OFFICIAL**

#4506 with Disciplines:  
Building Official  
Plan Reviewer - Building  
Plan Reviewer - Electrical  
Plan Reviewer - Mechanical  
Plan Reviewer - Plumbing

## EXPERIENCE

- **Plans Examiner/Structural Engineer** SAFEbuilt, LLC | 2018 – Present
  - Perform Plan Reviews for City of Novi, MI and Structural Reviews for City of Denver, CO by checking compliance with Michigan Codes and Ordinances.
- **Head Engineer** City of Detroit, Buildings, Safety Engineering & Environmental Department | 2000 – 2018
  - Examined the drawings, specifications, calculations, soil reports and other documents to verify compliance with the requirements of the State Codes.
  - Evaluated and interpreted the reports of Engineering laboratories and testing agencies retained by owners for code compliance.
  - Provided technical advice to Architects, Engineers, developers and contractors on Building Code and Structural Engineering matters.
  - Advised and helped the citizens in their Building Code questions and Permit Application process.
  - Researched and interpreted the provisions of the Building Codes.
  - Investigated and resolved unusual design and construction problems through administrative mechanisms if needed.
  - Provided Technical advice to the Administrative Committee and the Board of Appeals and Rules.
  - Researched and provided reports on request for Administrative Hearings and Appeals to the Board of Appeals.
  - Taught ACT 54 Plan Review classes to BSEED inspectors and engineers for their State Licenses.
- **Structural Engineer** Desai Nasr Consulting Engineers, Inc. | 1992 – 1996
  - Analyzed and designed structural steel, reinforced concrete, timber, and masonry structures for Educational, Institutional, Healthcare, Commercial and Office Facilities.
  - Prepared contract documents for foundations, floors and roof framings. Checked corresponding shop drawings.
  - Prepared the corresponding specifications and structural calculations for approval by local authorities.
- **Structural Engineer** Waterman Partnership Consulting Engineers; London, UK | 1986 – 1989
  - Analyzed and designed structural steel, reinforced concrete, timber, and masonry structures for educational and office facilities.
  - Prepared contract documents for foundations, floors, and roof framing.
  - Performed lateral load analysis and design. Checked corresponding shop drawings.

# RON ROSS, PE, LEED AP B+C, ICC E3

**Electrical Plans  
Examiner**

## EDUCATION

**South Dakota School of Mines  
and Technology**  
Masters of Science in Electrical  
Engineering

**Thomas Edison State University**  
Bachelor of Applied Mathematics  
and Natural Science

## LICENSES & CERTIFICATIONS

### PE Electrical Licenses

Delaware #13827  
Maryland #32052  
Texas #119139  
Virginia #0402045331  
Washington, D.C. #PE907904

**ICC Certifications**  
Electrical Plans Examiner

**American Society for Quality  
(ASQ)**  
Certified ASQ Reliability Engineer

**U.S. Green Building Council  
(USGBC)**  
Certified LEED AP BD+C

Mr. Ross is an accomplished Electrical Engineer with electrical designs, plans review, project management, and design-build experiences. He possesses a strong MEP background in commercial, industrial, chemical, federal, education, transportation, and healthcare projects. He is able to analyze and provide adaptable solutions to meet current and future requirements. Experience in training junior engineers.

## EXPERIENCE

- **On-Call Plans Examiner** SAFEbuilt, LLC | 2020 – Present
- **Electrical Engineer/Consultant** Ross Engineering | 2018 – 2020
  - Review electrical designs for ICC, IBC, and NEC Code compliance
  - Design MEP electrical for industrial, commercial, educational, and healthcare
  - Design electrical systems for chemical and industrial environments
  - Electrical Cost Estimation
  - Renovation design of 114K sq ft. building
  - Renovation expansion of building with generator mod for a major server room expansion
  - Federal tenant fitout that included high end security
  - Consulted National Harbor MGM on Fire Pump resolution
  - Consulted World Bank on two offices overseas
  - Consulted/reviewed designs for USACOE for Airfield compliance
- **Project Manager** AZZ | 2017 – 2018
  - Responsible for all phases of each project from concept design to scheduling, budgeting, design, team supervision, client interface, execution and project close/sign-off
  - Monitored progress of projects and ensure projects are on schedule
  - Instructed Electrical designers and Electricians on performing specific project tasks
  - Monitored financial status of projects and ensure projects are stayed within budget
  - Made design decisions within corporate established guidelines and procedures
- **Senior Electrical Engineer** Prime AE | 2015 – 2017
  - Developed and administered RFP for design-build projects and design, bid, and build
  - Prepared technical reports, estimates, fact sheets and status reports
  - Created engineering drawings and electrical schematics
  - Completed to 100% IFC design for a \$4.6 Million renovation of a hospital's Central Energy Plant
  - Developed and administered RFP for an Air Force Base Headquarters
  - Completed design review for highway lighting around DC Metro locations

- **Senior Electrical Engineer** TAI Engineering | 2014 – 2015
  - Designed electrical systems for commercial office buildings
  - Prepared specifications, statements of work and test documentation
  - Planned, scheduled and coordinated phases of engineering projects
  - Monitored project status and progress
  - Managed budget and schedule for electrical engineering tasks
- **Electrical Consultant/Subcontractor** Ross Engineering | 2011 – 2014
 

Projects for the US Coast Guard through the KMEA

  - Developed RFP for the rebuilding construction work necessitated by Hurricane Sandy
  - Reviewed design build submittals for RFP and Code compliance
  - Developed cost estimates for proposed work to help define budget estimates
  - Performed third-party review of electrical designs for Army Corps of Engineers' projects

Projects for the Maryland Transit Administration (MTA) – QC/Cx Engineer

  - Reviewed designs for code, contract compliance, and practical applications
  - Analyzed the feasibility of construction plans
  - Supervised field QA/QC inspections, compliance reports, and procedural standards
  - Supervised field design modifications and preliminary design selections
  - Generated QC/Cx reports and followed-ups on contract close-outs
  - Developed MTBF and availability estimates as well as commission reports
  - Inspected 600/750-volt DC rail traction power systems and AC to DC conversions
- **Senior Electrical Engineer** Government Services Integrated Process Team | 2009 – 2011
  - Developed the electrical RFP for BRAC relocation of naval operations into former DISA headquarters
  - Generated 1391 documents for Rock Island Arsenal, the Ft. Campbell gunnery range and training facility
  - Consulted with Ft. Campbell, Kentucky on the campus electrical grid
  - Conducted cost estimation for UFC compliance projects
- **QC Manager/ Electrical Engineer** MC Dean Inc. | 2006 – 2009
  - Performed Electrical QA/QC management for Walter Reed Hospital expansion in Bethesda, MD
  - Directed team of electrical designers in design of the Phelps PACE High School high technology renovation
  - Directed electrical designers for the design, then assumed project engineering duty for the construction of the Hilton Convention Center, Baltimore, MD

# PERRY HENDERSHOTT

**Plumbing Plans  
Examiner**

## ICC CERTIFICATIONS

**Certificate #BN5232**

Commercial Mechanical Inspector  
Commercial Plumbing Inspector

**Certificate #PX2757**

Mechanical Plans Examiner  
Plumbing Plans Examiner

## FEMA COURSEWORK

FEMA IS 100 Introduction to the  
Incident Command System  
FEMA IS 200 Basic Incident  
Command System for Initial  
Response  
FEMA IS 300 Introduction to  
Continuity of Operations  
FEMA IS 700 Introduction to  
National Mitigation Framework  
FEMA IS 800 Introduction to a  
National Response Framework  
FEMA IS 2200 Basic Emergency  
Operations Center Functions

## OSHA COURSEWORK

OSHA 40-Hours

## EXPERIENCE

- **Plans Examiner** SAFEbuilt, LLC | 2021 – Present
- **Plan Reviewer** Pinellas County, FL, Chief Plumbing & Gas Inspection Division | 2019 – 2021
  - Lead Code Interpretation and supervisor for the Plumbing/Gas inspection division.
  - Coordinate and schedule third party inspection agencies.
  - Conduct Inspector disciplinary actions, and employee reviews.
  - Served on the Code Interpretation Board for the Pinellas County.
  - Performed daily plumbing/gas plan reviews, communicate inspection results with homeowners and contractors.
  - Communicated plan review results with design professionals, and contractors.
  - Routed and supervised the field inspectors, communicate code interpretation to field inspectors, homeowners, contractors, design professionals, and other inspection agencies.
  - Coordinated and issued violations for non-permitted work, and represent Pinellas County in violation related court cases.
  - Performed field inspections as needed.
- **Plumbing Inspector/Assistant Chief/Plan Reviewer** Pinellas County, FL | 2018 – 2019
  - Performed daily plumbing/gas plan reviews, communicated inspection results with homeowners and contractors.
  - Communicated plan review results with design professionals, and contractors.
  - Routed and supervised the field inspectors, communicate code interpretation to field inspectors, homeowners, contractors, and design professionals.
  - Coordinated and issued violations for non-permitted work, and represent Pinellas County in violation related court cases.
  - Performed field inspections as needed.
- **Plumbing Inspector/Plan Reviewer** Pinellas County, FL | 2011 – 2018
  - Performed daily plumbing/gas inspections, communicate inspection results with homeowners and contractors.
  - Monitored inspection area for non-permitted work, issue violations, and represented Pinellas county in violation related court cases.
- **Service Technician** R Carr Inc Plumbing; Safety Harbor, FL | 2009 – 2011
- **Plumbing Inspector II** Pinellas County Building Department; Clearwater, FL | 2005 – 2009
- **Plumbing Foreman** R Carr Inc Plumbing; Safety Harbor, FL | 1999 – 2005
- **Plumber** Scotto's Plumbing; Largo, FL | 1996 – 1999



# TAWNA "LOU" TYLER

**Building, Mechanical &  
Energy Plans Examiner**

## EDUCATION

**Butte Community College**  
A.S. Building Inspection  
Technology

## CERTIFICATIONS

IBC Plans Examiner  
#0869110-B3  
UBC Plans Examiner  
#0869110-60  
IBC Building Inspector  
#0869110-B5  
UBC Building Inspector  
#0869110-10  
UPC Plumbing Inspector  
#0869110-34  
NEC Electrical Inspector  
#0869110-E5  
IMC Mechanical Inspector  
#0869110-44  
Combo Legacy Codes  
#0869110-50  
LEED Green Associate  
Certified USGBC

## EXPERIENCE

- Plans Examiner** SAFEbuilt, LLC; Bellevue WA | 2017 – Present  
Review of commercial and residential plans for energy, fire, and code compliance with the adopted International Building Codes for multiple jurisdictions. Replicate the individual jurisdictions in their processes for permit issuances and inspections activities. Support Building Departments with plan review turnarounds in a timely manner. Tracking of multiple jurisdictions data in-house as well as individual departmental systems as needed.
- Plans Examiner** Kittitas County, WA | 2011 – 2017  
Duties include review of commercial and residential plans for energy, fire, and code compliance with the International Building Codes. Co-ordinate pre-construction meetings with builders and designers. Track FEMA properties. Review compliance with the Washington State Energy Code. Answer code questions and provide customer service. Computer data entry. Support inspections with field inspections when needed.
- Plans Examiner** Grant County, WA | 1997 – 2004 & 2007 – 2010  
Only Plan Reviewer on staff processing on average 1,000 permits a year for the first eight years. Returned in 2007 by request to assist two additional Plan Reviewers. Duties included review of commercial and residential plans for code compliance with the International Building Codes. Co-ordinate pre-construction meetings, customer service, data entry and field inspections when needed.
- Plans Examiner** Siskiyou County, WA | 2004 – 2007  
Reviewed residential plans for compliance with the California Building Code. Assisted with field inspections, develop handouts for customers concerning code issues. Answer code questions and provide additional support for front office operations. Organized new file system for better accessibility to plans.
- Plans Examiner** Kootenai County, WA | 1994 – 1997  
Review residential and commercial plans for energy and building code compliance. Assisted with field inspections. Enter data into system. Track FEMA projects. Additional responsibilities were to record incentive payments to customers for the Northwest Energy Code and the Puget Sound Energy program.

# DANIELLE FIOCCHI, AIA, NCARB, LEED AP, CBO

**Building, Mechanical,  
and Energy Plans  
Examiner**

## EDUCATION

**University of Oregon, Portland**  
Master of Science, Architecture

**University of Minnesota**  
Bachelor of Science, Architecture

## LICENSES & CERTIFICATIONS

### State of Oregon

Licensed Architect, Individual  
#ARI-6611

OIC - OR Inspector Certification  
#OIC3590

CAS - Residential Structural  
Inspector #2569CAS

CAX - Residential Plans Examiner  
#2553CAX

MIA - Mechanical Inspector,  
A-Level #5916MIA

BO - Building Official #5632BO

SIA - Structural Inspector, A-Level  
#5984SIA

PEA - Plans Examiner, A-Level  
#6082PEA

### International Code Council (ICC)

Building Inspector

Building Plans Examiner

Commercial Building Inspector

Commercial Mechanical Inspector

Residential Building Inspector

Residential Plans Examiner

Ms. Fiocchi is a dynamic architect with a strong understanding of the people and practices that enable, create and deliver a successful project for the customer. Experience encompasses review and design on a range of public and private projects as well as management of design and construction as an Owner's Rep for highly technical scopes with demanding budgets and schedules. Career focus is growing creativity through learning, designing, building, storytelling and collaboration within the team to bring innovation and push the envelope in the design and construction industry. Looking for a team to allow inspiration and continue this focus as a designer or an enabler to help individuals meet their design, experience and construction goals.

## EXPERIENCE

- **Plans Examiner** SAFEbuilt Washington, LLC | 2021 – Present
  - Provides building, mechanical, and energy plan reviews for SAFEbuilt clients.
- **Building Official/Plans Examiner/Inspector** City of Hood River, OR | 2019 – 2021
  - Led the Building Department.
  - Performed residential and commercial plan review and inspections for permits, coordinated activities with contracted employees, budgeting, worked with citizens closely on design, safety and construction of projects from conception to occupancy.
  - Coordinated closely with Planning, Zoning, Fire, Public Works and City Engineering on all Projects.
  - Worked as a leader on Permit Enhancement Project Team to bring all projects into the digital realm with Bluebeam review and improve and create consistent review process, forms, and communications internally and externally for the building permit process.
- **Code Analyst/Building Official/Plans Examiner/Inspector** Clair Company; Hood River, OR | 2017 – 2019
- **Owner's Representative and Discipline Lead for Civil Structural Architectural Scope + Design Manager** Intel Corporation; Hillsboro, OR | 2011 – 2017
  - **Discipline Lead Role** has ownership for design and construction for highly technical buildings to enable the next technology. Included design studies, layout changes, seismic and code upgrades, and entire new buildings and elevated links designed with tight tolerances while factory continues to operate.
  - **Design Manager Role** coordinated scope, packaging strategy, costs, etc. on new construction. In charge of leading the internal Intel team of discipline leads as well as the hired AE or Design Builder.



*Danielle Fiocchi Résumé, Page 2*

**Other Licenses/Certifications**

LEED Accredited Professional (AP)  
National Council of Architectural  
Registration Boards (NCARB)  
Certification  
American Institute of Architects  
(AIA) Certification

- Executed Design and Construction in well over 1 million square feet of clean room and support buildings. Majority of projects with multi-million dollar budget. Involved projects include clean rooms, support buildings, labs and offices.
- **Architectural Intern Work 2003 – 2011**
  - Crazy Turnip, LLC - Portland, OR: Developed residential drawings, designs and coordinated details with consultants and subcontractors.
  - Kahler Slater - Madison & Milwaukee, WI: Created hospital construction documents with design team. Verified project details with stakeholders.
  - Hammel, Green, Abrahamson - Minneapolis, MN: Guided design team in their transition from CAD to Revit for hospital projects and set up company standards.
  - BWBR Architects - St. Paul, MN: Assisted project team with construction administration on-site for prison addition.
  - Wold Architects and Engineers - St. Paul, MN: Collaborated with project teams in all design phases. Responsibilities included meeting with user groups, presentations, product research, verifying existing buildings, drafting and design. Projects included master planning, schools, courtrooms and police stations. Involved in Revit and Sustainability Committees.
  - Rozeboom Miller Architects - Minneapolis, MN: Built schematic models for studies of schools, looking at space layout and lighting. Internship in college.

## MIKE FLORY

**Building, Mechanical & Energy Plans Examiner**

### EDUCATION

**Keymark Enterprises;  
Boulder, CO**

Wood Truss Engineering  
Technician

**Y.V.C.C. Computer Aided  
Drafting/Design Program**

One-Year Drafting Certificate

### LICENSES & CERTIFICATIONS

**International Code Council (ICC)**

Building Code Specialist

Building Inspector

Building Plans Examiner

Certified Building Official

Commercial Building Inspector

Residential Building Inspector

### AWARDS & ACTIVITIES

Y.V.C.C. Mainsprings Publication  
1995 Cover (CAD/D drawing)

Designed 1996-1997 RCH Tour  
Homes

Designed 1996-1997 Peter Dell  
Remodeler's Tour of Homes

Designed 2000-2001 Alpine  
Construction Tour Home

### EXPERIENCE

- **Plans Examiner** SAFEbuilt Washington, LLC | 2022 – Present
- **Building Official** Kittitas County Community Development Services; Kittitas County, WA | 2015 – 2022
  - Supervised and managed 4 inspectors, 3 plans examiners, and 4 permit technicians as well as coordinated additional review and inspections with SAFEbuilt on a contractual basis.
- **Plans Examiner/Building Inspector** Kittitas County Community Development Services; Kittitas County, WA | 2005 – 2015
  - Reviewed complex residential and commercial plans for fire, life-safety, and structural code compliance, including multi-family residential.
  - Calculated snow loads and the effects of drift, sliding, and unbalanced snow loads and verified that submitted engineering specifications utilized accurate snow loads, seismic zones, wind speeds and frost depths.
  - Inspected residential and commercial buildings from footings through to final and verified new construction and remodeling plans do meet current IRC and IBC with Washington State Amendments.
  - Collaborated cooperatively in the permit process with the Director, Planning, Environmental Health, Public Works, Code Enforcement, Fire Marshal departments and the Board of County Commissioners.
- **Owner** Blueprints Building Design and Drafting | 2001 – 2005
  - As Owner of an architectural drafting and design firm, responsible for the production of working drawings and code applications throughout Washington and Oregon regarding residential and light commercial buildings.
  - Designed, drafted and priced large steel and concrete structures for various local contractors.
- **Drafting Department Supervisor** United Builders of Washington, Inc.; Yakima, WA | 1998 – 2001
- **Project Coordinator/Drafter** Precision Design and Drafting; Yakima, WA | 1997 – 1998
- **Drafter/Estimator** Peter Dell Custom Remodeling; Yakima, WA | 1991 – 1997

# ADRIAN JONES, PE

**Fire Plans Examiner  
/ Fire Protection  
Engineer**

## EDUCATION

**University of Washington**  
B.S. Building Construction

**Centralia College**  
A.A. Civil Engineering Technology

**North Seattle Community  
College**  
A.A. Fire Command and  
Administration

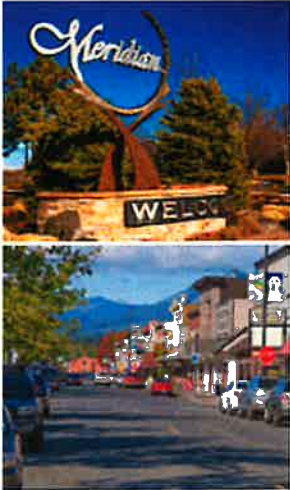
**Bellevue College**  
A.A. Criminal Justice

## LICENSES

Washington State Professional  
Engineer License # 14618  
(Civil and Fire Protection)  
Oregon Professional Engineer  
License #11072PE  
(Fire Protection)

## EXPERIENCE

- **Fire Protection Engineer** SAFEbuilt, LLC | 7/2017 – Present
  - Review Fire Sprinkler, Fire Alarm and other plans for compliance with International Fire Codes and National Fire Protection Association Standards.
- **Fire Protection Engineer / Plan Review** Bellevue Fire Department | 2000 – 2016
  - Review building, fire alarm, sprinkler, construction and safety plans for compliance with International Codes, national standards and Bellevue Fire Department Standards. Discuss code issues with contractors, owners, developers and building officials and evaluate alternatives. Conduct field inspections as needed. Attend classes at National Fire Academy and other conferences to keep current on codes and fire issues.
- **Fire Protection Engineer** Seattle Fire Department | 1998 – 2000
  - Review building, fire alarm, sprinkler, construction and safety plans for compliance with International Codes, national standards and Bellevue Fire Department Standards. Discuss code issues with contractors, owners, developers and building officials and evaluate alternatives. Conduct field inspections as needed. Attend classes at National Fire Academy and other conferences to keep current on codes and fire issues. Attend International Code Meetings as a voting member for the Seattle Fire Department
- **Senior Account Executive** CIGNA Special Risk Facilities | 1988 – 1995
  - Underwriter responsible for marketing, rating, reinsurance, policy preparation and issue for large Utility, General Property, Builders Risk and Petrochemical accounts.
- **Utility/Petrochemical Specialists** CIGNA Western Regional Manager | 1986 – 1988
  - Responsible for technical and administration of the Utility/Petrochemical Specialists Program including work management, staffing, budget, training, technical quality, performance appraisals and personnel.
- **Senior Fire Protection Engineer** Washington Public Power Supply System; Richland, Washington | 1983 – 1986
  - Responsible for Fire Protection Engineering for all the facilities including an operating nuclear power plant during construction and operation. Meet with insurance carriers, and Nuclear Regulatory Commission to discuss and resolve issues.
- **Loss Prevention Inspector and Large Loss Investigator** Factory Mutual Engineering, (now FM Global); Bellevue, Washington | 1974 – 1982
  - Conduct loss prevention inspections and Large Loss Investigator. Meet with client executives, brokers and fire officials to resolve protection issues.



### **City of Meridian, Idaho**

**Client Since 2018**

As-Requested Commercial & Residential Building Plan Review, Energy Plan Review, Accessibility Plan Review, Structural Plan Review and Structural Calculation Review, Mechanical and Fuel Gas Plan Review, and Electrical Plan Review

### **City of Arlington, Washington**

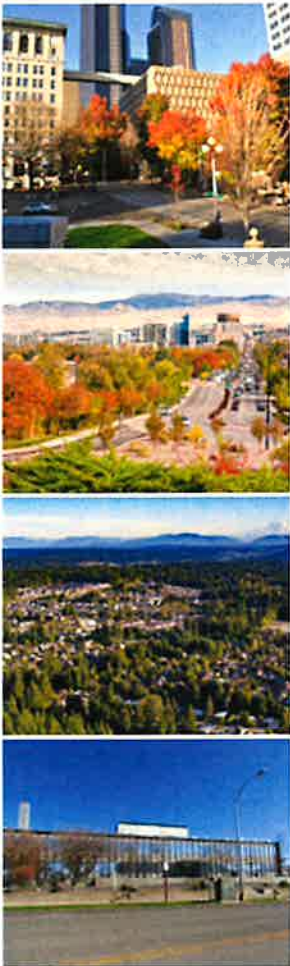
**Client Since 2017**

Building, Plumbing, and Mechanical Plan Review and Inspection, and Fire Code Plan Review and Inspection



## **CASE STUDY**

### [Arlington, WA Leverages SAFEbuilt in Response to Increasing Demand for Commercial Projects - SAFEbuilt](#)



### **King County, Washington**

**Client Since 2016**

As-Requested Fire Protection, Building, and Structural Engineering Plan Review and Inspection Services

### **City of Boise, Idaho**

**Client Since 2021**

As-Requested Building Inspection Services and Remote Plan Review Services, including Fire Sprinkler and Fire Alarm Plan Review Services

### **City of Mill Creek, Washington**

**Client Since 2018**

As-Requested Building Official Services; Building, Engineering, Plumbing, and Mechanical Inspection Services; and Structural and Building Plan Review Services

### **Kittitas County, Washington**

**Client Since 2018**

As-Requested Building, Plumbing, and Mechanical Inspections, Residential and Commercial Plan Review Services, and Residential Fire Sprinkler Plan Review



### **City of Mountlake Terrace, Washington**

**Client Since 2020**

As-Requested Plan Review Services, including Fire; and Building, Plumbing, Mechanical, and Fire Inspections



### **City of Bellevue, Washington**

**Client Since 2017**

On-Call Structural and Non-Structural Plan Review



### **City of Issaquah, Washington**

**Client Since 2017**

As-Requested Building, Plumbing, and Mechanical Inspections and Remote Plan Review, including Fire Code Plan Review Services



### **City of Lake Stevens, Washington**

**Client Since 2019**

Building, Plumbing, and Mechanical Inspections and Plan Review Services



## References

SAFEbuilt is pleased to present the following references of clients for whom we have provided services similar to those requested by the City of Spokane.



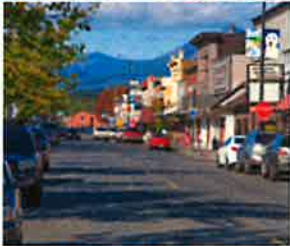
### **City of Meridian, Idaho**

#### **Brent Bjornson, Building Official**

33 East Broadway, Meridian, ID 83642

208.887.2211

bbjornson@meridiancity.org



### **City of Arlington, Washington**

#### **Marc Hayes, Community Development Director**

238 North Olympic Avenue, Arlington, WA 98223

360.403.3421

mhayes@arlingtonwa.gov



### **King County, Washington**

#### **Chris Ricketts, Building Official**

401 5th Avenue, Suite 500, Seattle, WA 98104

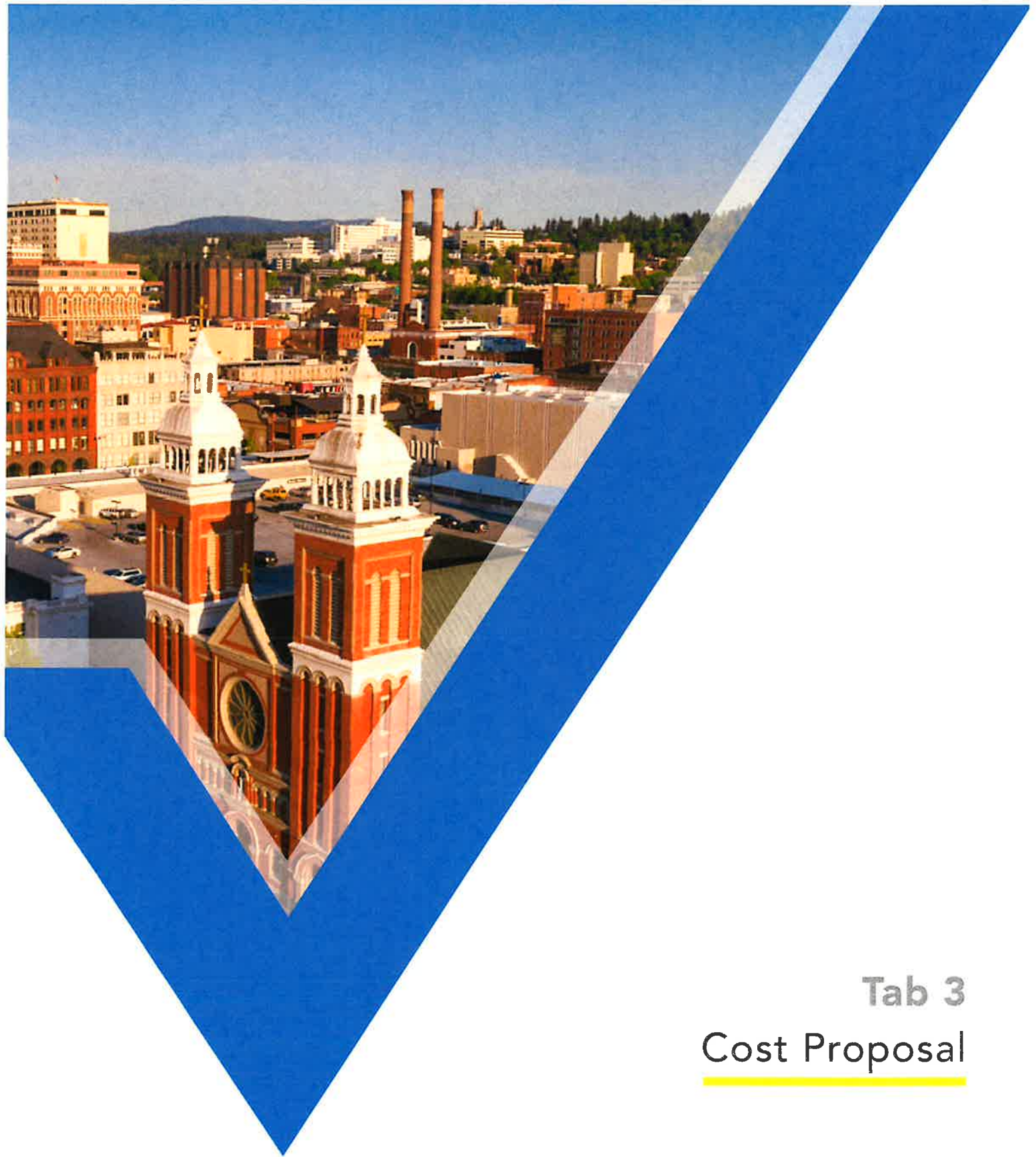
206.477.0357

chris.ricketts@kingcounty.gov

## Contract History & Legal Information

SAFEbuilt Washington, LLC has not had any contracts terminated for default during the past five years.





Tab 3  
Cost Proposal

## Cost Proposal

SAFEbuilt tailors pricing to each contract. We work with our community partners to establish quality rates for our services. Prices are all-inclusive—all overhead, materials, and equipment are included in the proposed fee.

### PLAN REVIEW FEES – ALL INCLUSIVE – TABLE

Personnel	Flat Fee Rate for Initial Plan Review	Flat Fee Rate for Revised Plan Review
Structural Plan Reviewer (SE, PE)	\$150 per hr.	\$150 per hr.
ICC Residential Plans Examiner	\$105 per hr.	\$105 per hr.
ICC Commercial Plans Examiner	\$125 per hr.	\$125 per hr.
ICC Fire Plans Examiner	\$150 per hr.	\$150 per hr.
ICC Mechanical Plans Examiner	\$125 per hr.	\$125 per hr.
ICC /UPC Plumbing Plans Examiner	\$125 per hr.	\$125 per hr.
ICC / NEC Electrical Plans Examiner	\$125 per hr.	\$125 per hr.

### PLAN REVIEW HOURLY RATES BY TRADE DISCIPLINE – TABLE

Trade	Hourly Rate
Electrical	\$125 per hr.
Structural	\$150 per hr.
Plumbing	\$125 per hr.
Building	\$105 Residential per hr. / \$125 Commercial per hr.
Mechanical	\$125 per hr.
Energy	\$105 Residential per hr. / \$125 Commercial per hr.
Additional Services Available (add lines as desired and applicable – optional offering)	\$110 per hr. for inspection services with 1-hr. minimum

### Alternative Pricing Option

SAFEbuilt offers a “Percentage of Fee” model as an alternative to the standard hourly pricing. Using a Percentage of Fee model, SAFEbuilt collects a percentage of the fee it costs to perform the service. SAFEbuilt proposes taking 60% of a fee charged for a plan review, while the City retains the other 40% of the fee. By allowing us to perform services outside of the constraints of a traditional flat-rate model, the City can see numerous benefits, including risk mitigation, flexibility in services, and mutually invested interests.

**Risk Mitigation** – Building Departments naturally fluctuate from high-to-low periods of activity. With a Percentage of Fee model, SAFEbuilt takes on the risk of managing these fluctuations that would normally fall to the City. The City becomes insulated from the consequences of these fluctuations, whether economic—such as the 2008 recession—or situational, such as a sudden increase or decrease in building activity.

**Shared Benefits of Efficiency** – Both SAFEbuilt and the City will see improvements to service speed and efficiency with a Percentage of Fee model. This Fee model incentivizes us to increase service speed while the City experiences a reduction in backlogs on permits and other services.

**Flexibility** – SAFEbuilt doesn't just provide bodies. We act as an extension of the community while pooling from our own resources. In case of a surge of activity, we can float resources from other jurisdictions to meet circumstantial demands.

**Investment in the Community** – We are naturally invested in all the communities we serve, but a Percentage of Fee model allows us to be placed on the same side of the table as the community—what's good for the City is good for us. Investments in training, technology and personnel become mutual benefits to both parties. SAFEbuilt no longer acts as just a contractor for the community; we become an integrated part of your City, invested in the welfare of the City's infrastructure, economy, and welfare.

**Costs Saved** – Under a Flat Rate Fee or In-House model, Building Department revenue leaves the City and goes to the contractor. With a Percentage of Fee model, the City will always retain a percentage of the costs paid for services, assuring that your costs never exceed your revenue. A Percentage of Fee model eliminates expenses from the equation, resulting in retained revenue for the City.

# CITY OF SPOKANE PERMIT ACTIVITY: JANUARY-APRIL 2022



## **Multi-Family Housing Unit Permit Activity down 16%**

8 multi-family housing permit was issued through April 2022 for a total of 148 new housing units. A total of 8 multi-family permits were issued through April in 2021 for a total of 177 housing units.

## **Total Permit Activity up 2%**

6863 permits were issued through April 2022 compared to 6,759 in 2021. Permit volume is up 27% from 2020 when 5,397 permits were issued through April.

## **New Single Family Residences down 45%**

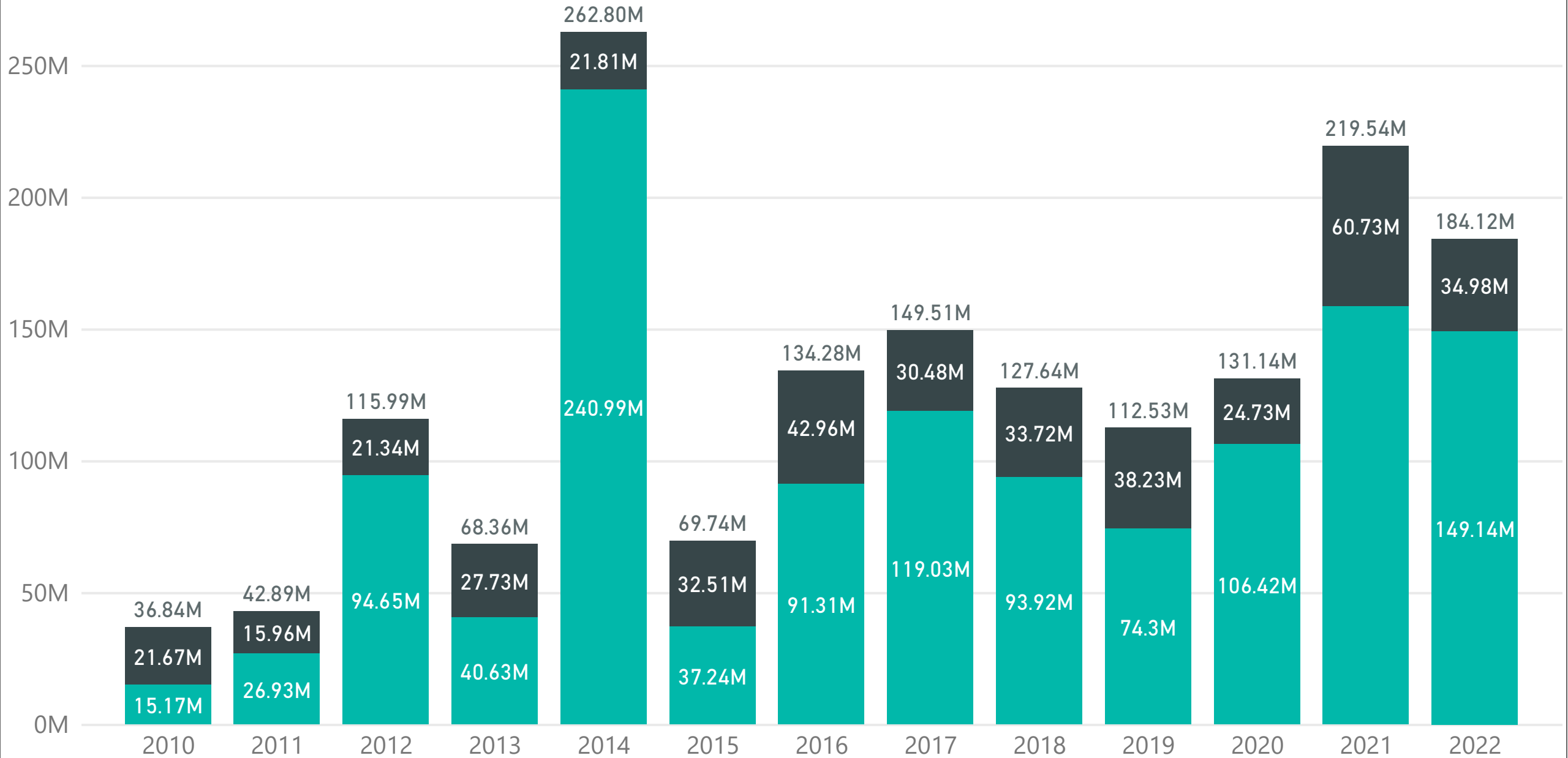
There were 84 SFR permits issued through April 2022 compared to 155 in 2021. SFR permit volume is up 65% compared to 2020 when 51 permits were issued.

## **Construction Valuation down 11%**

Through April 2022 the total construction valuation for permits issued this year is \$205.9 million. Through April 2021 the total was \$230.6 million.

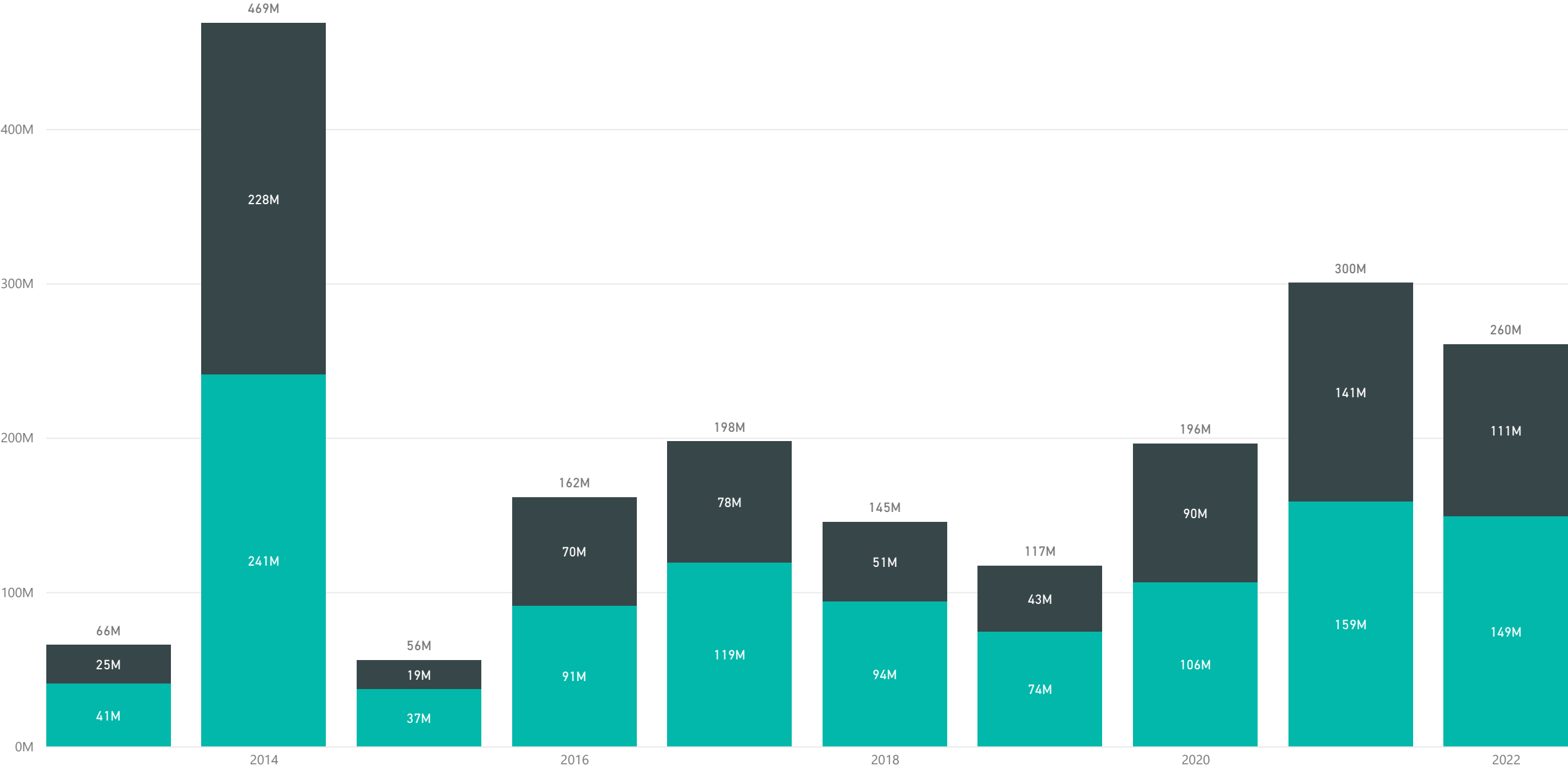
# RESIDENTIAL vs COMMERCIAL CONSTRUCTION VALUATIONS (THROUGH APRIL)

● Commercial ● Residential



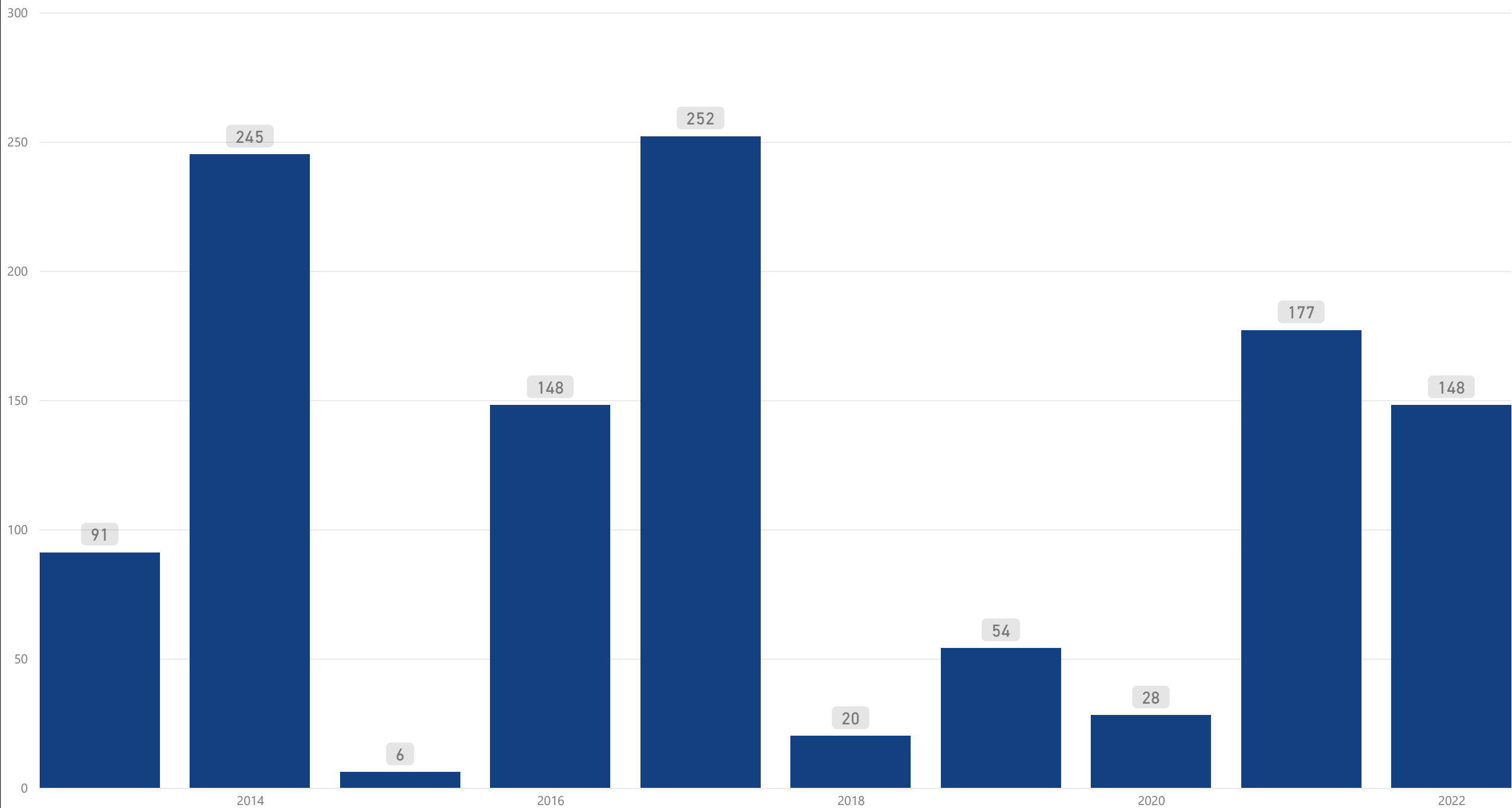
# ANNUAL COMPARISON OF PUBLICLY AND PRIVATELY FUNDED COMMERCIAL PROJECTS

● Private ● Public





# NEW MULTIFAMILY HOUSING UNITS PERMITTED (THROUGH APRIL)



## NEW SINGLE FAMILY RESIDENCES PERMITTED (THROUGH APRIL)

